



Agenda
REGULAR CITY COUNCIL MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, September 17, 2013

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

(Discussion Only - Annex Building)

1. HOME Program Sub-Recipient Agreements (15 minutes)
- Bill King, Deputy City Manager

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: Colonel Matthias Memorial Dedication
- Trish Herron, Communications and Marketing Manager

Richland Report:

(Mayor and Council Members)

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 September 3, 2013
- Marcia Hopkins, City Clerk

Ordinances - Passage:

2. Ordinance No. 11-13, Amending Title 28: Telecommunications, Regulating the Occupancy and Use of Public Right-of-Way by Cable Systems and Open Video Systems
- Heather Kintzley, City Attorney

Resolutions - Adoption:

3. Resolution No. 35-13, Setting Land Prices for City View, Horn Rapids Industrial Park, Horn Rapids Commercial Plaza and Horn Rapids Business Center
- Gary Ballew, Economic Development Manager
4. Resolution No. 48-13, Adopting Established Cable Television Customer Service Standards
- Heather Kintzley, City Attorney
5. Resolution No. 57-13, Appointment to the Economic Development Committee: MillieAnne VanDevender
- Marcia Hopkins, City Clerk
6. Resolution No. 59-13, City of Richland's Approach to Preparation of a Washington State Transportation Revenue Package
- Pete Rogalsky, Public Works Director

Items for Approval:

7. Lease with Chin Han DBA Bookmark Café for the Richland Library Coffee Shop
- Bill King, Deputy City Manager
8. Budget Adjustment for Americans with Disabilities Act Program
- Pete Rogalsky, Public Works Director
9. Consulting Services Agreement with TCA Architecture & Planning Inc. for Fire Station Planning and Design
- Grant Baynes, Fire and Emergency Services Director
10. Subrecipient Agreements with the Cities of Pasco and Kennewick for the HOME Program
- Gary Ballew, Economic Development Manager
11. Authorize Travel for Mayor Pro Tem Rose to Attend the Energy Communities Alliance Intergovernmental Meeting in New Orleans, October 28-30, 2013
- Cindy Johnson, City Manager

Expenditures - Approval:

12. August 26, 2013 - September 6 , 2013, for \$6,455,184.74, including Check Nos. 204921-205262, Wire Nos. 5436-5451, Payroll Check Nos. 99061-99074, and Payroll Wire/ACH Nos. 8176-8184
- Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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Council Agenda Coversheet

Council Date: 09/17/2013

Category: Consent Calendar

Agenda Item: C1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPROVE COUNCIL MEETING MINUTES

Department: City Manager

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the minutes of the Council Meeting Held September 3, 2013.

Summary:

None.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Draft 09/03/13 Council Meeting Minutes

City Manager Approved:

Hopkins, Marcia
Sep 13, 08:54:40 GMT-0700 2013



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, September 3, 2013

Pre-Meeting:

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

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

Also present were City Manager Johnson, Deputy City Manager King, City Attorney Kintzley, and Deputy City Clerk Barham.

Council and staff briefly reviewed the proposed agenda scheduled for the regular meeting. The discussion included the first reading of Ordinance No. 11-13, Amending Title 28, Telecommunications, Regulating the Occupancy and Use of Public Right-of-Way by Cable Systems and Open Video Systems. Also, Mayor Fox requested a clarification to the August 23, 2013, Council Workshop minutes under Workshop Item No. 2, Right-of-Way Acquisition – Eminent Domain, Paragraph one:

Public Works Director Rogalsky and City Attorney Kintzley explained the purpose of the workshop discussion was to the role of eminent domain proceeding in the City's efforts to acquire property for planned street improvements and seek consensus with Council ~~that eminent domain should be employed when needed to complete property acquisition for planned street improvements and support staff's recommended sequence for acquisition activities, including invitation of eminent domain proceedings at the beginning of the negotiation period as to when eminent domain should be employed.~~

Council Member Kent announced that she would be recusing herself from voting on Consent Items No. 8 as URS Corporation is the parent company and part owner of Washington River Protection Solutions where she is employed.

Regular Meeting:

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

Welcome and Roll Call:

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

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

Also present were City Manager Johnson, Deputy City Manager King, City Attorney Kintzley, 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 Deputy City Clerk Barham.

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

Pledge of Allegiance:

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

Approval of Agenda:

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

Presentations:

1. Attendance Awareness Proclamation presented to Becky Gauthier, United Way of Benton and Franklin Counties on behalf of Bruce Hawkins, Educational Service District No. 123 Superintendent

Mayor Fox read the proclamation stating that September 2013 was "Attendance Awareness Month." He then gave it to Ms. Gauthier who thanked Council for bringing awareness to the long-term benefits for those children and youth who attend school on a regular basis.

Richland Report:

Mayor Fox stated that on August 24, he, Mayor Pro Tem Rose and Council Member Lemley attended a dedication on the Richland Library grounds, where a bust of Army Colonel Franklin Matthias was placed in the Colonel's honor. Colonel Matthias was instrumental in locating Hanford Nuclear site in southeastern Washington State in the early 1940's. Mayor Fox thanked Karen Miles, a private citizen, for heading up the dedication and briefly described this well-attended event. Council Member Lemley added that the setting at Richland Library was a great place to host Colonel Matthias' dedication.

Mayor Pro Tem Rose announced that he and Council Member Lemley attended a ribbon cutting event on August 29, 2013, for the Tri-Cities Community Health Clinic, which opened a new clinic in Richland.

Comments:

Deputy City Clerk Barham read the Public Comments procedure.

1. Public Comments

Dean Grey, 2012 Mahan St, Richland WA, stated that September is National Emergency Month. He expressed concern about the lack of emergency preparation for ordinary citizens within the City of Richland. After speaking, he submitted his comments to Deputy City Clerk Barham.

Mayor Fox advised Mr. Grey that emergency planning is headed by the Benton County Emergency Services (BCES), which is a county-wide multi-agency organization administered by the City of Richland. (Note: City Manager Johnson spoke with Mr. Grey after the Council Meeting concluded and provided him with information about BCES.)

2. Reports of Board and Commission Representatives:

No Reports given.

3. Reports of Visiting Officials:

No Reports given.

Consent Calendar:

Mayor Fox announced that there was a minor amendment to the August 27, 2013, Council Workshop minutes, which are scheduled for approval on the Consent Calendar.

Deputy City Clerk Barham read the Consent items.

Council Member Kent requested that Consent Item No. 8, Contract with URS Corporation for City of Richland Stormwater Retrofit Plan Update, be moved to Items of Business.

Minutes - Approval:

1. Council Meetings Held August 20 and 27, 2013
- Marcia Hopkins, City Clerk

Ordinances - First Reading:

2. Ordinance No. 11-13, Amending Title 28: Telecommunications, Regulating the Occupancy and Use of Public Right-of-Way by Cable Systems and Open Video Systems
- Heather Kintzley, City Attorney

Resolutions - Adoption:

3. Resolution No. 54-13, Reappointments to the Parks and Recreation Commission: Barry Richards and Dawn Bern
- Marcia Hopkins, City Clerk

4. Resolution No. 55-13, Rejecting all Bids for Torbett/Mahan Local Improvement District No. 196 Project
- Pete Rogalsky, Public Works Director
5. Resolution No. 56-13, Reappointment to the Tri-City Regional Hotel-Motel Commission: Kathy Moore
- Marcia Hopkins, City Clerk

Items for Approval:

6. Agreement with UtiliWorks Consulting, LLC for Smart Grid Consulting
- Bob Hammond, Energy Services Director
7. Public Art Donation by the Richland Parkway Business Improvement District (Farmers Market Foundation) to be Installed in the Roundabout at Lee Boulevard and The Parkway
- Ann Roseberry, Library Manager

PULLED CONSENT ITEM NO. 8 TO BUSINESS NO. 1

8. Contract with URS Corporation for City of Richland Stormwater Retrofit Plan Update
- Pete Rogalsky, Public Works Director
9. Initiate Purchases of Right-of-Way for Delaware Local Improvement District No. 195
- Pete Rogalsky, Public Works Director

Award of Bid - Approval:

10. Award of Bid to C&E Trenching, LLC for 2013 Miscellaneous Storm Repairs Project
- Pete Rogalsky, Public Works Director

Expenditures - Approval:

11. August 12, 2013 - August 23, 2013, for \$5,253,975.55, including Check Nos. 204509-204920, Wire Nos. 5427-5435, Payroll Check Nos. 99046-99060, and Payroll Wire/ACH Nos. 8161-8176
- Cathleen Koch, Administrative Services Director

MAYOR PRO TEM ROSE MOVED AND COUNCIL MEMBER KENT SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS AMENDED (INCLUDING A CHANGE IN THE AUGUST 27 WORKSHOP MINUTES AND MOVING CONSENT ITEM NO. 8 TO BUSINESS ITEM NO. 1.) THE MOTION CARRIED 6-0.

Items of Business:

1. Contract with URS Corporation for City of Richland Stormwater Retrofit Plan Update
- Pete Rogalsky, Public Works Director

Ms. Kent declared a conflict of interest with Business Item No. 1 and would not be voting on it. She stated that URS Corporation the parent company and part owner of Washington River Protection Solutions where she is employed.

MAYOR PRO TEM ROSE MOVED AND COUNCIL MEMBER THOMPSON SECONDED A MOTION TO AUTHORIZE THE CITY MANAGER TO SIGN AND EXECUTE A CONSULTANT AGREEMENT WITH URS CORPORATION TO COMPLETE AN UPDATE TO THE CITY'S STORMWATER OUTFALL RETROFIT PLAN IN THE AMOUNT OF \$32,068. THE MOTION CARRIED 5-0. (NOTE: Council Member Kent recused herself from voting on this matter.)

Reports and Comments:

1. City Manager Johnson announced that the planning for the 2014 Budget is well underway and that the Council subcommittee will be reviewing the Fire and Emergency Services and Police Services departments on Thursday, September 12. The subcommittee includes Council Members Thompson, Anderson and Lemley. Lastly, she announced the Joint Council/Planning Commission workshop is scheduled for Monday, September 9 at the Richland Library.
2. Council Member Kent thanked those individuals that recently applied for the two vacant positions on the Parks and Recreation Commission (PRC). She was impressed by the quality and caliber of the PRC applicants and it was a very difficult decision-making process.
3. Mayor Fox said he attended a TRIDEC reception on Monday, August 26 for the congressional staff members. He next explained that the two-million dollar facility, currently scheduled to be built in the Horn Rapids Business Center, is a private investment. The property is owned by Mr. Mohr who previously purchased it from the City of Richland.

Adjournment:

Mayor Fox adjourned the meeting at 7:58 p.m.

Respectfully Submitted,

Debby Barham
Deputy City Clerk

FORM APPROVED:

John Fox
Mayor

DATE APPROVED:



Council Agenda Coversheet

Council Date: 09/17/2013

Category: Consent Calendar

Agenda Item: C2

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ORDINANCE NO. 11-13 AMENDING TITLE 28 - TELECOMMUNICATIONS

Department: City Attorney

Ordinance/Resolution: 11-13

Reference:

Document Type: Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 11-13 amending Title 28 - Telecommunications.

Summary:

Pursuant to an interlocal agreement entered into with the City of Pasco in September 2011, the Cities of Richland and Pasco are both actively negotiating individual successor franchise agreements with Charter Communications. As part of that process, City staff have determined that amendments to Richland Municipal Code Title 28 regarding Telecommunications are necessary in order to adequately regulate the use of public right-of-ways by companies providing cable systems and open video systems in the City of Richland. The proposed amendments were drafted by consultant Sue Buske and her experienced legal advisor, Tim Lay.

The federal Cable Act gives local governments rights and authority to regulate cable providers that federal and state law do not extend to other types of telecommunications providers. Currently, RMC Title 28 does not distinguish between different types of telecommunication services providers, and does not include any of the regulations for cable providers that local municipalities can invoke under the Cable Act.

The proposed amendments establish a cable franchise application and renewal process, set general conditions for construction, operation, repair and use of cable communication systems in the public right-of-ways, and also contain provisions addressing consumer protection, inspection of records, and legal remedies for failure to comply.

The proposed code amendments to Title 28 will apply to all cable providers who seek a franchise to offer services to Richland citizens. By establishing expectations for all cable and open video system providers seeking to serve our area, consumers will experience greater consistency in service delivery.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Ordinance 11-13 Amending Title 28 - Telecommunications

City Manager Approved:

Johnson, Cindy
Sep 11, 16:26:18 GMT-0700 2013

ORDINANCE NO. 11-13

AN ORDINANCE OF THE CITY OF RICHLAND amending Title 28: Telecommunications, regulating the occupancy and use of public rights-of-way by cable systems and open video systems, providing for establishment of customer service standards; establishing franchise and licensing requirements for Operators of such systems and prescribing minimum charges, terms, and conditions for and upon the construction, maintenance, and repair of such systems; amending the Richland Municipal Code by amending applicable enforcement provisions; and adding a new chapter thereto, to be known as Chapter 28.12, Cable Systems and Open Video Systems.

WHEREAS, the City of Richland wishes to promote the availability of high-quality and diverse cable services to City residents, businesses, the City of Richland, and other public institutions; and to promote the availability of diverse information resources to the community, including through the development of advanced systems that can support public, educational, and governmental programming and high-speed access to the internet; and

WHEREAS, the City of Richland wishes to provide opportunities to the public to obtain access to cable system facilities for the purpose of disseminating and receiving information; to promote competitive cable rates and services; to take advantage of opportunities presented by cable and open video systems to provide for more open government; to enhance educational opportunities throughout the community and provide opportunities for building a stronger community; and to allow flexibility to respond to changes in technology, subscriber interests, and competitive factors that will affect the health, welfare, and well-being of the community; and

WHEREAS, in light of federal and state law, and the changes to local procedures required by them, the City of Richland finds that it is necessary to enact the following requirements and further finds it appropriate to apply the provisions hereof to existing cable television franchisees, permittees, and licensees to the degree permitted by applicable law; and

WHEREAS, the City of Richland finds that it is in the interest of the public to franchise and to establish standards for franchising cable operators in a manner that promotes these objectives and otherwise protects the public interest.

NOW, THEREFORE, BE IT ORDAINED BY the City Council of the City of Richland:

Section 1. Richland Municipal Code-Title 28: Telecommunications shall be amended to establish a new chapter 28.12 entitled, "Cable Systems and Open Video Systems," in addition to amending section 28.10 - Enforcement to read as follows:

**Title 28
TELECOMMUNICATIONS**

Chapters:

- 28.02 General Provisions**
- 28.04 Administrative Provisions**
- 28.06 Fees and Compensation**
- 28.08 Conditions of Licenses, Master Permits and Leases**
- 28.10 Enforcement**
- 28.12 Cable Systems and Open Video Systems**

**Chapter 28.10
ENFORCEMENT**

Sections:

- 28.10.010 Police power.**
- 28.10.020 City remedies.**
- 28.10.030 Other remedies.**
- 28.10.040 No waiver.**

28.10.010 Police power.

In accepting any license, master permit or lease, the grantee acknowledges that its rights hereunder are subject to the legitimate rights of the police power of the city to adopt and enforce general ordinances

necessary to protect the safety and welfare of the public and it agrees to comply with all applicable general laws enacted by the city pursuant to such power. [Ord. 11-98; Ord. 30-01].

28.10.020 City remedies.

Any person who has violated any provision of Title 28 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. A separate and distinct violation shall be deemed committed each day on which a violation occurs or continues. In addition, ~~T~~he city may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of the applicable provisions of this title. Violation of the terms of this title may also result in the revocation of any license, master permit or lease, approval, or other permit issued or granted hereunder. [Ord. 11-98; Ord. 30-01].

28.10.030 Other remedies.

Nothing in this title shall be construed as limiting any judicial remedies that the city may have, at law or in equity, for enforcement of this title. [Ord. 11-98].

28.10.040 No waiver.

The failure of the city to enforce any provision of this title on any occasion shall not operate as a waiver or estoppel of this right to enforce any provision of this title on any other occasion, nor shall the failure to enforce any prior ordinance affecting telecommunications facilities or telecommunications system grantees act as a waiver or estoppel against application of this title or any other provision of applicable law. [Ord. 11-98].

Chapter 28.12 CABLE SYSTEMS AND OPEN VIDEO SYSTEMS

Sections:

- 28.12.010 Findings and purpose.
- 28.12.020 Definitions.
- 28.12.030 Franchise required.
- 28.12.040 Exceptions to franchise requirement.
- 28.12.050 Failure to obtain a franchise.
- 28.12.060 Existing franchises.
- 28.12.070 Form of franchise.
- 28.12.080 Filing an application.
- 28.12.090 Application Fee.
- 28.12.100 Nature of franchise.
- 28.12.110 Administration of ordinance; adoption of regulations.
- 28.12.120 Transfers.
- 28.12.130 General conditions upon construction, operation and repair and use of the public rights-of-way.
- 28.12.140 Protection of the City and residents.
- 28.12.150 Enforcement and remedies.
- 28.12.160 Books and records.
- 28.12.170 Reports.
- 28.12.180 Maps required.
- 28.12.190 Other records required.
- 28.12.200 Exemptions.
- 28.12.210 Privacy.
- 28.12.220 Procedures for paying franchise fees and fees in lieu of franchise fees.
- 28.12.230 Applications – generally.

28.12.240 Application for an initial franchise or renewal franchise.
 28.12.250 Application for renewal franchise filed pursuant to 47 U.S.C. §546
 28.12.260 Application for transfer.
 28.12.270 Legal qualifications.
 28.12.280 Franchise fee.
 28.12.290 No exclusivity.
 28.12.300 Rate regulation and consumer protection.
 28.12.310 Additional definitions.
 28.12.320 Applications for grant or renewal of franchises.
 28.12.330 Transfers.
 28.12.340 Minimum requirements.
 28.12.350 Special termination rules.
 28.12.360 Rate regulation.
 28.12.370 Fee in lieu of franchise fee.
 28.12.380 Exclusive contracts.
 28.12.410 Captions.
 28.12.420 Calculation of time.
 28.12.430 Severability.
 28.12.440 Connections to cable system; use of antennae.
 28.12.450 Discrimination prohibited.
 28.12.460 Transitional provisions.
 28.12.470 Relation to Title 28 of the Richland Municipal Code.

28.12.010 Findings and purpose.

The purpose of this title is to:

- A. Establish a local policy concerning cable systems and open video systems that use the public rights-of-way;
- B. Promote the availability of diverse multimedia information resources to the community over cable systems and open video systems; enhance educational opportunities throughout the community and build a stronger community;
- C. Encourage the provision of advanced and competitive cable or open video system services on the widest possible basis to the businesses, institutions and residents of the City;
- D. Encourage economic development while preserving aesthetic and other community values and prevent proliferation of above-ground facilities; and
- E. Encourage universal access to video programming services for all residents and businesses.

28.12.020 Definitions.

For the purposes of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; and words in the singular number include the plural number; and the masculine gender includes the feminine gender. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined in this chapter shall have the same meaning as in Title VI of the Communications Act of 1934, as amended, 47 USC §§ 521 et.seq., and, if not defined therein, their common and ordinary meaning. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

"Access," "PEG access," or "PEG use" refers to the availability of a cable system or open video system for public, education or government use (including institutional network use) by various agencies, institutions, organizations, groups, and individuals, including the City of Richland and its designated access providers, to acquire, create, and distribute programming not under a franchisee's editorial control, including, but not limited to:

- A. "Public access" or "public use" means access where organizations, groups, or individual members of the general public, on a non-discriminatory basis, are the primary or designated programmers or users having editorial control over their communications;
- B. "Educational access" or "educational use" means access where educational institutions are the primary or designated programmers or users having editorial control over their communications;
- C. "Government access" or "government use" means access where government institutions or their designees are the primary or designated programmers or users having editorial control over their communications;
- D. "PEG" means Public, Educational, and Government access collectively.

"Affiliate" means a person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

"Basic service" means any service tier regularly provided to all subscribers which includes the public, educational, and government access channels and the retransmission of local television broadcast signals.

"Cable Act" means Title VI of the Communications Act of 1934, 47 U.S.C. §§ 521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996 and as further amended from time to time.

"Cable communications system" refers to open video systems (OVS) and cable systems.

"Cable system" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include:

- A. A facility that serves only to retransmit the television signals of one or more television broadcast stations;
- B. A facility that serves subscribers without using, or connecting to a facility that uses, any public right-of-way within the City of Richland;
- C. A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II (Common Carriers) of the Communications Act of 1934, as amended, except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- D. Any facilities of any electric utility used solely for operating its electric utility systems; or
- E. An OVS that is certified by the FCC. Any reference to a cable system includes the cable system as a whole, or any part thereof, including all facilities, pedestals, equipment cabinets, electronic equipment and devices appurtenant to the system.

"Cable service" means:

- A. The one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and
- B. Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

"Channel" means a time or frequency slot or technical equivalent on the cable system, discretely identified and capable of carrying full motion color video and audio, and may include other non-video subcarriers and digital information.

"City" means the City of Richland in its present incorporated form and all departments, divisions, and agencies thereof, or any later reorganized, consolidated, enlarged, or reincorporated form.

"City Manager" means the City Manager or the City Manager's designee.

"Construction, operation or repair" and similar formulations of that term mean the named actions interpreted broadly, encompassing, among other things, installation, extension, maintenance, replacement of components, relocation, undergrounding, grading, site preparation, adjusting, testing, make-ready, and excavation.

"Downstream channel" means a channel designed and activated to carry a transmission from the headend to other points on a cable communications system, including interconnections.

"FCC" means the Federal Communications Commission.

"Franchise" refers to an authorization granted by the City to the operator of a cable communications system giving the operator the non-exclusive right to occupy the space, or use facilities upon, across, beneath, or over public rights-of-way in the City, to provide specified services within a franchise area.

"Franchise area" means the area of the City that a franchisee is authorized to serve by the terms of its franchise or by operation of law.

"Franchisee" or "grantee" refers to a person holding a cable communications system franchise granted by the City.

"Franchise fee."

- A. In consideration of the grant and exercise of a franchise to construct, install, operate, or provide services using facilities in the public rights-of-way, a franchisee shall pay to the City a franchise fee expressed as a percentage of gross revenues. The franchise shall specify the fee to be paid, and the gross revenues to be included in the fee calculation. If a franchise granted pursuant to this chapter specifies a franchise fee established as the result of limiting applicable law, the City shall have the option to renegotiate the amount of the franchise fee upon a change in applicable law. Nothing herein requires a person to pay amounts in excess of any limits that may be established by state or federal law.
- B. UVPP Fees. A UVPP (unaffiliated video program provider) that provides services using a cable communications system for which charges are assessed to subscribers, but are not received by the franchisee, shall pay a fee in lieu of a franchise fee on such service pursuant to the franchise fee calculation contained in the franchisee's franchise.

"Gross Revenues" means all cash, credits, property, or other consideration of any kind or nature received directly or indirectly by a franchisee or its affiliates, from any source whatsoever arising from, attributable to, or in any way derived from a franchisee's operation of a cable communications system to provide cable service within the franchise area. Gross revenues include, but are not limited to, fees charged to subscribers for basic service; fees charged to subscribers for any optional, premium, per-channel, or per-

program service; monthly fees charged to subscribers for any tier of service other than basic service; installation, disconnection, re-connection, and change-in-service fees; leased channel fees; fees, payments, or other payment received as consideration from programmers for carriage of programming on the cable communications system; converter rentals or sales; studio rental, production equipment, and personnel fees; advertising revenues, including a per capita share of advertising revenues for advertising carried on more than one cable communications system; revenues from home shopping channel channels; sales of programming guides; late fees; and such other revenue sources as may now exist or hereafter develop. The definition shall be interpreted in a manner which manner that permits the City to collect the maximum franchise fee permitted by law, irrespective of the source of revenue. Gross revenues, however, shall not include any bad debt (defined as unpaid subscriber or advertiser accounts), any taxes on services furnished by a franchisee or UVPP and imposed directly upon any subscriber or user (as opposed to the franchisee or UVPP) by the state, City, or other governmental unit and collected by a franchisee or UVPP on behalf of said governmental unit. The franchise fee is not such a tax, and the amount paid as a franchise fee shall not be deducted from gross revenues.

"License" has the meaning set forth in Title 28 of the City Code. A franchise granted pursuant to this chapter shall, with respect to the cable services provided by a cable communications system operator, be in lieu of the license required by Title 28.

"Operator," when used with reference to a system, refers to a person:

- A. Who, directly or through one or more affiliates, provides service over a cable communications system and directly or through one or more affiliates owns a significant interest in such facility; or
- B. Who otherwise controls or is responsible for, through any arrangement, the management and operation of such a system.

"OVS" means an Open Video System. A reference to an OVS includes pedestals, equipment enclosures (such as equipment cabinets), amplifiers, power guards, nodes, cables, fiber optics and other equipment necessary to operate the OVS, or installed in conjunction with the OVS.

"Person" includes any individual, corporation, partnership, association, joint stock company, trust, or any other legal entity, but does not include the City.

"Public rights-of-way" means "right-of-way" or "public way" as defined in Title 28 of the City Code.

"Public property" means "city property" as defined in Title 28 of the City Code.

"Revocation" means the City's affirmative act of terminating a franchise.

"School" means any public accredited primary school, secondary school, college, and university.

"Subscriber" means the City or any person who is lawfully receiving, for any purpose or reason, any cable service via a cable communications system with franchisee's express permission, whether or not a fee is paid for such service.

"Termination" means the conclusion of a franchise by any means, including, but not limited to, by expiration of its term, abandonment, or revocation.

"Transfer" means any transaction in which:

- A. All or a portion of any facilities or any rights to use or operate facilities located in the public rights-of-way are sold, conveyed, transferred, assigned, encumbered (except as set forth herein) or leased, in whole or in part, directly or indirectly, by one or more transactions to another person, whether voluntarily or by operation of law or otherwise; or

- B. There is any change, acquisition, or transfer in the identity of the person in control of the franchisee, or any person that controls franchisee, including, without limitation, forced or voluntary sale, merger, consolidation, or receivership; or
- C. The rights or obligations under the franchise are sold, conveyed, transferred, assigned, encumbered (except as set forth herein) or leased, in whole or in part, directly or indirectly, by one or more transactions to another person, whether voluntarily or by operation of law or otherwise. It will be presumed, for purposes of clause (2) above, that any transfer or cumulative transfer of a voting interest by a person or group of persons acting in concert of twenty percent (20%) or more of franchisee, or person that controls franchisee, or any change in the managing general partners of a franchisee is a change of control.

"Transfer" does not include:

- A. A lease to a UVPP pursuant to 47 U.S.C. §§ 532 or 573;
- B. The transmission of a commodity or electronic signal using facilities on a common carrier basis;
- C. A lease or other right to use a franchisee's pole or conduit facilities pursuant to 47 U.S.C. § 224, or
- D. A pledge in trust, mortgage or other encumbrance against the facilities or any portion thereof, given to a bona fide institutional lender in connection with a loan or other financing required to secure the construction, operation, or repair of the facilities ("loan"), provided that such loan is subject to the rights and powers of the City pursuant to the franchise and applicable law, including, without limitation, the right of the City to approve any transfer upon foreclosure. "Transferring," "transferor" and "transferee" shall have correlative meanings.

"Upstream channel" means a channel designed and activated to carry transmissions from a point on the cable communications system, other than the headend, to the headend or another point on the cable communications system.

"User" means a person or the City utilizing a channel, capacity or equipment and facilities for purposes of producing or transmitting material, as contrasted with the receipt thereof in the capacity of a subscriber.

28.12.030 Franchise required.

No person may construct or operate a cable communications system in the City without first obtaining a grant of a franchise from the City pursuant to this chapter.

28.12.040 Exceptions to franchise requirement.

The following persons or entities shall not be required to obtain a franchise under this Title:

- A. The City of Richland.
- B. A UVPP (unaffiliated video program provider) that is only delivering cable service or other communications service (as that term is used in 47 U.S.C. Section 542(h)) to subscribers.

28.12.050 Failure to obtain a franchise.

Consistent with the requirements of due process, any person who constructs or operates a cable communications system in the City without first obtaining a franchise as required by this chapter may, in the City's discretion, be subject to:

- A. Forfeiture, by operation of law, of the person's cable communication system located in the public rights-of-way that are not authorized by an existing franchise; and/or

- B. A requirement that the cable communication system be removed, at such person's cost, and that penalties and damages allowed by law be paid.

28.12.060 Existing franchises.

Grantees of franchises existing as of the effective date of this chapter shall, in addition to all the obligations and duties prescribed by the terms of their existing franchises, be subject to the substantive and procedural requirements herein, except as prohibited by applicable law. Nothing herein is intended to invalidate a lawful, existing franchise or to waive any obligations imposed by such a franchise, or deny any existing franchisee of any contractual or other rights it may have with respect to its existing franchise. Notwithstanding the foregoing, provisions of this chapter that expressly refer to a "franchise granted pursuant to this chapter" shall not apply to franchises initially granted prior to the effective date of this chapter.

28.12.070 Form of franchise.

A franchise shall be issued in the form of written agreement, approved by resolution of the City Council, and must be accepted by the franchisee to become effective.

28.12.080 Filing an application. A person seeking to (1) obtain a franchise; (2) transfer a franchise; (3) extend the term of an existing franchise, (4) renew a franchise, or (5) modify an existing franchise to add new services that are required to be authorized by a franchise pursuant to this chapter, shall submit a signed original of its application and six (6) copies to the City Clerk. The application must conform to all of the requirements of this chapter. Requests for other types of franchise modifications may be processed by the City without an application, and submitted for approval. However, nothing herein shall prevent the City from requiring an application in the event the City determines, based on the nature of the requested modification, that the public interest would best be served by the submission of an application pursuant to this chapter.

28.12.090 Application fee.

- A. Reasonable Costs. An Applicant shall pay all reasonable costs incurred by the City related to the processing of any application. Processing costs shall include, but not be limited to, the costs of services rendered by any City employee, agent or representative, including consultants and attorneys
- B. The initial deposit of the application fee for the consideration of an application for issuance, renewal, transfer, or modification of a franchise shall be in the amount of \$5,000.00, or for a license in the amount of \$1,000.00, which deposit shall be submitted with the application. The City of Richland may, as costs are incurred, draw upon the deposit to recover its administrative costs, including, but not limited to, the reasonable cost of outside consultants retained by the City related to the City's consideration and processing of a franchise. The City, at any time, may require the applicant to deposit additional sums if it appears that the initial deposit or subsequent deposits will be exhausted prior to the final action by the City relating to the consideration by the City of an application for issuance, renewal, transfer, or modification of a franchise. The applicant will not be entitled to further consideration by the City of Richland of its requested action until such time as the additional deposit required by the City has been deposited with the City. In the event the amount of the deposit of an applicant is in excess of the amount of the administrative expenses of the City related to the action requested, then the applicant shall be entitled to a return of any such excess amount. In addition, an applicant that is awarded a franchise shall pay the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of a franchise or license. Such payment shall be made to the Administrative Services Director of the City within 30 days after the City furnishes the franchisee or licensee with a statement of such expenses.

28.12.100 Nature of Franchise.

- A. Scope. A franchise granted pursuant to this chapter shall authorize and permit a franchisee to construct, operate, maintain and repair a cable communications system, or an OVS (as applicable) to provide cable service in the City, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain facilities appurtenant to such system in, on, over, under, upon, across, and

along the public rights-of-way, and along such other public property that the City may authorize a franchisee to use.

- B. Nothing passes by implication. A franchise shall not convey rights other than as specified in this chapter, or in a franchise agreement; no rights shall pass by implication.
- C. Franchise not in lieu of other authorizations. A franchise shall not include, or be a substitute for:
 - 1. Compliance with requirements for the privilege of transacting and carrying on a business within the City, including, but not limited to, complying with the conditions the City may establish before constructing facilities for, or providing, non-cable services;
 - 2. Any permit, agreement or authorization required in connection with operations on or in public rights-of-way or public property, including by way of example and not limitation, encroachment permits for street construction;
 - 3. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by the franchise.
- D. Franchisee must comply with other laws. A franchise does not relieve a franchisee of its duty to comply with all the City ordinances and regulations, and every franchisee must comply with the same. Likewise, the rights granted under a franchise are subject to the exercise of police and other powers the City now has or may later obtain, including but not limited to the power of eminent domain. Every franchise shall be deemed to incorporate all the requirements of the CityCode.
- E. Franchise not a grant of property rights. A franchise does not convey title, equitable or legal, in the public rights-of-way. Rights granted may not be subdivided or subleased.
- F. Franchise non-exclusive. No franchise shall be exclusive, or prevent the City from issuing other franchises or authorizations, or prevent the City from itself constructing, operating, or repairing its own cable communications system with or without a franchise.
- G. Franchise term. Every franchise shall be for a term of years, which term shall be ten (10) years, unless a franchise specifies otherwise.
- H. Costs borne by franchisee. Unless otherwise specifically stated in a franchise, or required by law, all acts which a franchisee is required to perform under the franchise or applicable law must be performed at the franchisee's expense.
- I. Failures to perform. If a cable communications system operator fails to perform work that it is required to perform within the time provided for performance, the City may perform the work and bill the operator therefor. The operator shall pay the amounts billed within 30 days.

28.12.110 Administration of ordinance; adoption of regulations.

- A. Adoption of regulations. The City of Richland may from time to time adopt regulations to implement the provisions of this chapter. This chapter, and any regulations adopted pursuant to this ordinance, are not contracts with any franchisee, and may be amended at any time.
- B. Delegation. The City Manager or his/her designees are hereby authorized to administer the provisions of this chapter and any franchise issued pursuant thereto, and to provide any notices (including noncompliance notices) and to take any action on the City's behalf that may be required hereunder or under applicable law.
- C. No waiver. The failure of the City, upon one or more occasions, to exercise a right or to require compliance or performance under a franchise or any other applicable law shall not be deemed to

constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing.

- D. Administration of public, educational and government access. The City may designate one or more entities, including itself, to control and manage the use of public, educational and governmental access channels, facilities and equipment.

28.12.120 Transfers.

- A. Prior approval required. Every franchise shall be deemed to be held in trust, and to be personal to the franchisee. Any transfer that is made without the prior approval of the City shall be deemed invalid. A transfer is any transaction pursuant to which:
 - 1. A cable communications system is sold or assigned (except the term does not include sale of portions of the cable system that are removed).
 - 2. There is any change, acquisition, or transfer of control of the franchisee or its direct or indirect parents, whether voluntary or by operation of law; or by merger, consolidation, voluntary or involuntary forced sale of assets or ownership interests, or by any other means. A transfer will be deemed to have occurred whenever there is a change, acquisition or transfer of control of more than a 20% ownership in the franchisee or its direct or indirect parents by any entity, or a group of entities acting in concert. However, a transfer also occurs whenever there is a change in actual working control, in whatever manner exercised, over the affairs of a franchisee or its direct or indirect parents. Without limiting the above, any change in the general partners of a franchisee will be presumed a change in control.
 - 3. The rights and/or obligations held by the franchisee under the franchise are transferred, sold, assigned, or leased, in whole or in part, directly or indirectly, to another party.
- A. Exception for mortgages. Notwithstanding any other provision of this chapter, pledges in trust or mortgages of the assets of a cable communications system to secure the construction, operation, or repair of the system may be made without application and without the City's prior consent. However, no such arrangement may be made without the City's prior consent if it would in any respect under any condition: (A) prevent the cable communications system operator or any successor from complying with the franchise or applicable law; or (B) permit a third party to succeed to the interest of the operator, or to own or control the system, without the prior consent of the City. Any mortgage, pledge or lease shall be subject to and subordinate to the rights of the City under any franchise, this chapter, or other applicable law.
- B. Transferee acceptance required. No City consent to a transfer shall be valid unless the transferee has, in writing, accepted and agreed to abide by all of the terms and conditions of the franchise and this chapter and to assume all obligations and liabilities thereunder, whether arising before or after the date of transfer, of its predecessor franchisee.

28.12.130 General conditions upon construction, operation and repair and use of the public rights-of-way.

- A. Franchisee must follow local rules. The construction, operation, and repair of cable communications systems shall be performed in compliance with chapter 14.31 RMC, RMC Title 12, RMC Title 14, applicable provisions of RMC Title 28, and all other applicable laws, ordinances, departmental rules, regulations, and practices affecting such system. By way of example, and not limitation, this includes zoning and safety codes, construction standards, regulations for providing notice to persons that may be affected by system construction, and directives governing the time, place and manner in which facilities may be installed in the public rights-of-way. Persons engaged in the construction, operation, or repair of communications facilities shall exercise reasonable care in the performance of all their activities and shall use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

- B. No permit without franchise. A franchise is required before a permit may be issued for work associated with the construction of a cable communications system. Any permit issued for such work to a person providing cable service that does not hold a franchise shall vest no rights in the permittee; the permit may be revoked at will, and the permittee shall remove all facilities installed under the permit upon the City's demand.
- C. Permits must be obtained. As required in RMC 14.31.030, construction, operation, or repair of a cable communications system shall not commence until all required permits have been obtained from the proper City officials and all required fees have been paid. All work performed will be performed in strict accordance with the conditions of the permit. Upon order of the City, any work and/or construction undertaken that is not completed in compliance with the City's requirements, or which is installed without obtaining necessary permits and approvals shall be removed.
- D. No interference. Interference with the use of the public rights-of-way by others, including others that may be installing cable communications systems, must be minimized. The City may require a person using the public rights-of-way to cooperate with others through joint trenching and other arrangements to minimize adverse impacts on the public rights-of-way. The requirements of RMC 28.08.090 must be met to satisfy this subsection (D).
- E. Plans for and publicizing work. Work shall be publicized as the City may direct from time to time. The publication of work may be used to notify the public and operators of other communications systems of the impending work in order to minimize inconvenience and disruption to the public.
 - 1. Each cable communications system operator shall provide the City a plan for any initial system construction or for any substantial rebuilds, upgrade or extension of its facility, which shall show its timetable for construction of each phase of the project, and the areas of the City that will be affected.
 - 2. The City may from time to time, when the City receives an application for a permit to use a particular route or, upon the City's own initiative, designate by published order a route or proposed route for installation of cable communications system facilities and may
 - a. Require all persons who wish to emplace underground facilities along that route or any part thereof to install them during a specified period, and
 - b. Otherwise prohibit emplacement of such facilities along the route or any part thereof for 24 months or after such other, longer period as is necessary to protect the public interest.
- F. Existing poles to be used. To the extent possible, operators of cable communications systems shall use existing poles and conduit. Additional poles may not be installed in the right-of-way, nor may pole capacity be increased by vertical or horizontal extenders, without the permission of the City.
 - 1. To minimize disruption of public passage or infrastructure, refer to requirements of RMC 28.02.070.
- G. Undergrounding.
 - 1. Whenever all existing utilities are located underground in an area in the City, every cable communications system operator in the same area must locate its cable communications system underground.
 - 2. Whenever the owner of a pole locates or relocates underground within an area of the City, every cable communications system operator in the same area shall concurrently relocate its facilities underground.

3. The City may, for good cause shown, exempt a particular system or facility or group of facilities from the obligation to locate or relocate facilities underground, where relocation is impractical, where ordinary engineering practices make undergrounding impractical, or where the City and the subscriber's interest can be protected in another manner. Nothing in this section (G) prevents the City from ordering communications facilities to be located or relocated underground under other provisions of the City Code.
- H. Prompt repairs. Any and all public rights-of-way, other public property, or private property that is disturbed or damaged during the construction, operation, maintenance or repair of a cable communications system shall be promptly repaired by the operator at the operators' cost. Public property and public rights-of-way must be restored to the satisfaction of the City and to a condition as good as or better than before the disturbance or damage occurred. No tree trimming shall be performed without the permission of the City and other affected authorities, and any tree trimming must be performed in strict accordance with the City Code.
- I. Movement of facilities for government.
1. A cable communications system operator shall, by a time specified by the City, but not sooner than seven (7) working days, protect, support, temporarily disconnect, relocate, or remove any of its property when required by the City by reason of traffic conditions; public safety; public rights-of-way construction and repair (including regrading, resurfacing or widening); public right-of-way vacation; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government-owned system or utility, public work, public facility, or improvement; or for any other purpose where the work involved would be aided by the removal or relocation of the cable communications system. Collectively, such matters are referred to below as the "Public Work."
 2. Except in the case of emergency, the City shall provide written notice describing where the public work is to be performed at least one week prior to the deadline by which a cable communications system operator must protect, support, temporarily disconnect, relocate or remove its facilities. Such action on the part of the franchisee shall be undertaken at no cost to the City. Provided that, in an emergency, or where a cable communications system creates or is contributing to an imminent danger to health, safety, or property, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the cable communications system without further notice, and charge the cable communications system operator for costs incurred.
- J. Movement for others.
1. To accommodate the construction, operation, or repair of the facilities of another person authorized to use the public rights-of-way or public property, a franchisee shall, by a time specified by such person, protect, support, temporarily disconnect, temporarily relocate or remove its facilities. The franchisee must be given written notice describing where the construction, operation or repair is to be performed at least fifteen (15) days prior to the time by which its work must be completed. The City may resolve disputes as to responsibility for costs associated with removal, relaying, or relocation of facilities among entities authorized to install facilities in the streets or on public property if such entities are unable to do so themselves.
 2. A cable communications system operator shall, on the request of any person holding a valid permit issued by a governmental authority, temporarily raise or lower its wires by a time specified to permit the moving of buildings or other objects. A cable communications system operator shall be given not less than seven (7) days advance notice to arrange for such temporary wire changes. The expense of such temporary removal, relaying, relocation, or raising or lowering of wires shall be paid by the person requesting the same.
- K. Abandonment in place. Refer to RMC 28.08.140 in regards to abandoning facilities.

- L. System subject to inspection. Every cable communications system shall be subject to inspection and testing by the City. Each operator must respond to requests for information regarding its system and plans for the system as the City may from time to time issue, including requests for information regarding its plans for construction, operation and repair and the purposes for which the plant is being constructed, operated, or repaired.
- M. Underground services alert. Each operator of a cable communications system that places facilities underground shall be a member of the regional notification center for subsurface installations (Utility Notification Center) and shall field mark the locations of its underground communications facilities upon request. The operator shall identify the location of its cable communication system for the City at no charge.
- N. Plan for construction. Every franchisee shall specify for the City a construction schedule that will apply to any required construction, upgrade, or rebuild of the cable communications system. The schedule shall provide for the prompt completion of the project, and shall show its timetable for construction of each phase of the project, with benchmarks for deliverables and the areas of the City that will be affected. The City shall have the right to impose penalties on the operator for a failure to meet the accepted timetable and benchmarks.
- O. Use of facilities by the City. The City shall have the right to install and maintain, free of charge, upon any poles or in any conduit owned by a franchisee, any wire and pole fixtures that do not unreasonably interfere with the Cable service operations of the franchisee and as per requirements of RMC 28.02.070.

28.12.140 Protection of the City and Residents.

- A. RMC 28.08.060 provides the requirements for general indemnification of the City and its residents.
- B. Insurance required. A franchisee (or those acting on its behalf) shall not commence construction or operation of the system without obtaining insurance in amounts and of a type satisfactory to the City as set forth in RMC 28.08.050. The required insurance must be obtained and maintained for the entire period the franchisee has facilities in the public rights-of-way. If the franchisee, its contractors, or subcontractors do not have the required insurance, the City may order such entities to stop operations until the insurance is obtained and approved.
- C. Construction bond. Every operator of a cable communications system shall obtain and maintain a bond to ensure the faithful performance of its responsibilities under this chapter and any franchise as required by RMC 28.08.070.
- D. Security fund. Every cable communications system operator shall establish and maintain a cash security fund or provide the City an irrevocable letter of credit in the amount of \$100,000 to secure the payment of fees owed, to secure any other performance promised in a franchise, and to pay any taxes, fees, penalties or liens owed to the City. The letter of credit shall be in a form and with an institution acceptable to the City. Should the City draw upon the cash security fund or letter of credit, the cable communications system operator shall, within 10 days, restore the fund or the letter of credit to the full required amount. This security fund/letter of credit may be waived or reduced by the City for a franchisee where the City determines in its discretion that a particular franchisee's operations are sufficiently limited that a security fund/letter of credit is not necessary to secure the required performance. The City may from time to time require a franchisee to change the amount of the required security fund/letter of credit to reflect changed risks to the City and to the public, including delinquencies in taxes or other payments to the City. The cash security fund or letter of credit must be obtained prior to the effective date of any franchise, transfer or franchise renewal, unless a franchise specifically provides otherwise.

28.12.150 Enforcement and remedies.

- A. Franchise Violation-Notice and Procedures. Before revoking a franchise or issuing an order to assess liquidated damages, the City shall follow the procedures set forth below:

1. The City shall notify a cable communications system operator in writing of any alleged violation ("Violation Notice") of a franchise or this chapter. The violation notice shall:
 - a. Identify the violation;
 - b. Direct the cable communications system operator to cure the violation or show cause why the violation cannot or should not be cured; and
 - c. State the time for the cable communications system operator's response, which shall be at minimum thirty (30) days from the date of issuance of the violation notice, except for violations that present a danger to public health, safety or welfare, in which case the time for response may be shortened.
2. Within the time period designated for response, the cable communications system operator shall respond in writing to the City indicating that:
 - a. The cable communications system operator contests the violation notice and describing all facts relevant to its claim; or
 - b. The cable communications system operator has completely cured the violation, in which case the cable communications system operator shall provide documentation demonstrating that the violation has been completely cured; or
 - c. The cable communications system operator has begun to correct the violation; however, the violation cannot be corrected immediately despite the cable communications system operator's continued due diligence, in which case the operator shall describe in detail the steps already taken and operator's proposed plan and time schedule for completely curing the violation. Correction of the violation is not complete until all damages and penalties owed are paid in full.
3. If the cable communications system operator contests the violation notice or the City determines that the cable communications system operator has failed to completely cure the violation, to submit an acceptable plan to cure the violation, or to work diligently to cure the violation, the City shall schedule a hearing before the City Council ("violation hearing"). The City shall provide cable communications system operator written notice of the violation hearing at least twenty (20) days prior to the hearing ("Hearing Notice").
4. The hearing notice shall indicate:
 - a. The time and place of the Violation Hearing;
 - b. The nature of the violation; and
 - c. The cable communications system operator's right to present oral and written testimony at an open and public meeting.
5. At the violation hearing, the City Council shall hear and consider evidence from the cable communications system operator, City staff and members of the public regarding the alleged violation. The cable communications system operator shall be given an opportunity to present any and all evidence relating to the alleged violation.
6. If, based upon the evidence presented at the violation hearing, the City Council finds that the cable communications system operator has violated its franchise, this chapter or any applicable state or federal law, the City Council may issue an order assessing liquidated damages if provided for by the cable communications system operator's franchise, or, subject to Section 28.12.150 (B) of this chapter and the terms of the cable communications system operator's franchise, revoke or shorten the franchise.

- B. Revocation and termination. The City Council may revoke a franchise or reduce the term of a franchise if it finds, after complying with procedures set forth above, that a cable communications system operator has violated this chapter or its franchise; has defrauded or attempted to defraud the City or subscribers; or has attempted to evade the requirements of this chapter or its franchise. Except as to violations that are impossible to cure, and as provided in Section 28.12.150 (C) and (D), the franchise may only be revoked if the franchisee:
1. Was given notice of the default; and (B) 30 days to cure the default; and
 2. The franchisee failed to cure the default, or to propose a schedule for curing the default acceptable to the City where it is impossible to cure the default in 30 days.
- C. Exception for certain acts. No opportunity to cure is required for repeated violations, and fraud and attempted fraud shall be deemed incurable. Further, the City may declare a franchise forfeited without opportunity to cure where a franchisee:
1. Voluntarily stops providing service it is required to provide; or
 2. Transfers the franchise without the prior consent of the City.
- D. Exception for bankruptcy. A franchise will terminate automatically by force of law 120 calendar days after an assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the business of the franchisee, whether in a receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other action or proceeding. However, the franchise may be reinstated within that 120 day period, if:
1. Such assignment, receivership or trusteeship has been vacated; or
 2. Such assignee, receiver or trustee has fully complied with the terms and conditions of this chapter and the franchise, and has executed an agreement, approved by any court having jurisdiction, assuming and agreeing to be bound by the terms and conditions of this chapter and the franchise. In the event of foreclosure or other judicial sale of any of the facilities, equipment or property of a franchisee, the City may revoke the franchise following a public hearing before the City Council by serving notice upon the franchisee and the successful bidder at the sale, in which event the franchise and all rights and privileges thereunder will be revoked and will terminate 30 calendar days after serving such notice, unless:
 - a. The City has approved the transfer of the franchise to the successful bidder; and
 - b. The successful bidder has covenanted and agreed with the City to assume and be bound by the terms and conditions of the franchise and this chapter and the obligations and liabilities of its predecessor franchisee.
- E. Effect of termination or forfeiture. Upon termination or forfeiture of a franchise, whether by action of the City as provided above, or by passage of time, the franchisee must stop using the cable communications system for the purposes authorized by the franchise. The City may take possession of some or all of franchisee's facilities, or require the franchisee or its bonding company to remove some or all of the franchisee's facilities from the City, and restore affected property to its same or better condition. This provision does not permit the City to remove facilities that are used to provide any non-cable service for which the franchisee holds a valid franchise issued by the City or for which the franchisee is otherwise authorized by operation of State law to use the public rights-of-way to provide.
- F. Remedies cumulative. Remedies provided for under this chapter or under a franchise shall be cumulative. Recovery by the City of any amounts under insurance, the performance bond, the security

fund or letter of credit, does not limit a franchisee's duty to indemnify the City; or relieve a franchisee of its franchise obligations or limit the amounts owed to the City.

- G. Liquidated damages in franchise: A franchise granted pursuant to this chapter may require liquidated damages, in an amount to be specified in the franchise, for specified breaches of the franchise including but not limited to, failure to commence construction, failure to meet construction plan benchmarks, failure to comply with rebuild plan benchmarks, failure to commence service, and material breach of any other franchise obligation(s) for which the amount of monetary damages is not readily ascertainable. The franchise shall also provide that the City may withdraw liquidated damages owed from the franchisee's security deposit, after complying with the procedures set forth in Section 28.12.150. Liquidated damages shall commence on the date that performance was due and/or failed, and continue until the franchisee demonstrates to the satisfaction of the City that the franchisee has fully performed its obligations giving rise to the payment of liquidated damages. Any obligation to pay liquidated damages does not in any way affect the franchisee's obligation to pay franchise fees or perform other franchise obligations and such liquidated damages do not constitute franchise fees and are not subject to any limitations on franchise fees contained in 47 U.S.C. § 542(b). Any obligation to pay liquidated damages are not costs of satisfying Franchise requirements as provided in 47 C.F.R § 76.925. A franchisee may not pass the cost of any liquidated damages to subscribers through subscriber rates or itemize or otherwise identify on subscriber bills any obligation franchisee may have to pay liquidated damages.
- H. Penalties, Fines and Other Monetary Sanctions. In addition to all other remedies available at law and in equity, violations of this chapter shall be subject to the enforcement provisions of RMC 28.10.020.

28.12.160 Books and Records.

Generally. Each cable communications system operator shall provide the City access to, and permit copying of, books and records related in whole or in part to the construction, operation, or repair of the cable communications system, or a group of systems of which the system is a part that may be relevant to the City's monitoring and enforcement of the operator's franchise or this chapter, so that the City may inspect and copy these books and records. The records shall include, but are not limited to, revenue records and other records related to compliance with any provision of this chapter or a franchise. A franchisee is responsible for obtaining or maintaining the necessary possession or control of all such books and records, so that it can produce the documents upon request. Books and records must be maintained for a period of five years, except that a franchise may specify a shorter period for certain categories of voluminous books and records where the information contained therein can be derived simply from other materials. The phrase "books and records" shall be read expansively to include information in whatever format stored.

- A. Production. Books and records requested shall be produced to the City by a time and at a location in the City designated by the City Manager. However, if the requested books and records are too voluminous, or for security reasons the franchisee reasonably believes they cannot be copied and moved, then the franchisee may request that the inspection and, if necessary, copying take place at some other location mutually agreed to by the City and the franchisee, provided that
1. The franchisee must make necessary arrangements for copying documents selected by the City after its review; and
 1. The franchisee must pay all travel and additional copying expenses incurred by the City (above those that would have been incurred had the documents been produced in the City) in inspecting those documents or having those documents inspected by its designee.

28.12.170 Reports.

- A. Obligation to submit. The City Manager may from time to time direct a franchisee to prepare reports and to submit those reports by a date certain, in a format prescribed by the City Manager, in addition to those required by this chapter.

- B. Quarterly reports. Unless an exemption is granted by the City Manager, within 45 days of the end of each calendar quarter, a franchisee shall submit a report to the City containing the following information:
 - 1. The number of service calls (calls requiring a truck roll) received during the prior quarter and the percentage of service calls compared to the subscriber base; and
 - 2. The total estimated hours of known outages as a percentage of total hours of operation. An outage is a loss of sound or video on any signal, or a significant deterioration of any signal affecting two or more subscribers.
- B. Annual reports. Unless an exemption is granted by the City Manager, no later than ninety (90) days after the end of the operator's fiscal year, a franchisee shall submit the following information:
 - 1. A fully audited or certified revenue report from the previous calendar year for the cable communications system, and a certified statement setting forth the computation of gross revenues used to calculate the franchise fee for the preceding year and a detailed explanation of the method of computation showing:
 - a. Gross revenues by category (e.g., basic service, pay, pay-per-view, advertising, installation, equipment, late charges, miscellaneous, other); and
 - b. What, if any, deductions were made from gross revenues in calculating the franchise fee (e.g., bad debt, credits and refunds), and the amount of each deduction.
 - 2. A report showing, for each applicable customer service standard, the franchisee's performance with respect to that standard for each quarter of the preceding year. In each case where the franchisee concludes it did not comply fully, the franchisee will describe the corrective actions it is taking to assure future compliance. In addition, the report should identify the number and nature of all the customer service complaints received and an explanation of their dispositions.
 - 3. An ownership report, indicating all persons who at the time of filing control or own an interest in the Franchisee of ten percent (10%) or more.
- D. Contemporaneous Reports. Within 10 days of their receipt or (in the case of documents created by the operator or its affiliate) filing, a franchisee shall provide the City with copies of:
 - 1. Notices of deficiency or forfeiture related to the operation of the system; and
 - 2. Any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy by the franchisee or by any partnership or corporation that owns or controls the franchisee directly or indirectly.

28.12.180 Maps required.

Reference is made to RMC 28.08.200 for the provision of facility maps to the City.

28.12.190 Other Records Required.

Unless the City waives the requirement, a franchisee shall at all times maintain:

- A. Complaint records. Records of all complaints received, including their nature and resolution. The term "complaints" refers to complaints about any aspect of the franchisee's operations or customer service.
- B. Outage records. Records of outages known to the franchisee, their cause and duration.
- C. Complaint response. Records of service calls for repair and maintenance indicating the date and time service was requested, the date of acknowledgment and date and time service was scheduled (if it was

scheduled), and the date and time service was provided, and (if different) the date and time the problem was solved.

- D. Installation records. Records of installation/reconnection and requests for service extension, indicating date of request, date of acknowledgment, and the date and time service was extended.
- E. Customer service. Records sufficient to show whether the franchisee has complied with each customer service standard that applies to it.

28.12.200 Exemptions.

The City Manager may exempt any franchisee from its obligations under Sections 28.12.170 - 28.12.190 if the City Manager determines that the requirement would be unduly burdensome or unnecessary, and that the City and Subscriber interests may be adequately protected in some other manner.

28.12.210 Privacy.

A franchisee shall take all reasonable steps required so that it is able to provide reports, books and records to the City, including by providing appropriate subscriber privacy notices. Each franchisee shall be responsible for redacting data that applicable law prevents it from providing to the City. Nothing in this section shall be read to require a franchisee to violate state or federal subscriber privacy laws. Notwithstanding the foregoing, and unless applicable law entitles the franchisee to withhold such information from the City, a franchisee is not entitled to withhold or redact any information on the grounds that it contains proprietary or confidential information.

28.12.220 Procedures for paying franchise fees and fees in lieu of franchise fees.

- A. Fees paid quarterly. The franchise fee paid pursuant to Section 28.12.280 or fee in lieu of franchise fee paid pursuant to Section 28.12.370 shall be paid quarterly unless otherwise specified in a franchise. Payment for each quarter shall be made to the City not later than forty-five (45) days after the end of each calendar quarter.
- B. Quarterly statement. Unless a franchise provides otherwise, a franchisee or other entity subject to a fee under Sections 28.12.280 or 28.12.370 shall file with the City within forty-five (45) days of the end of each calendar quarter a statement showing gross revenues during the preceding quarter and the number of subscribers served.
- C. Acceptance of payment not a release. No acceptance by the City of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such payment be construed as a release of any claim the City may have for additional sums payable.
- D. Fee not in lieu of taxes. Neither the franchise fee under Section 28.12.280, nor the fee paid in lieu of the franchise fee under Section 28.12.370, is a payment in lieu of any tax, fee or other assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and operators or their services, but not including a tax, fee, or assessment which is unduly discriminatory against operators or cable subscriber(s)).
- E. Failure to pay franchise fee. In the event that a fee payment is not received by the City on or before the due date set forth in this Section 1.21 or in a franchise, or the fee owed is not fully paid, the person subject to the fee will be charged interest from the due date at an interest rate equal to three percent (3%) above the rate for three-month Federal Treasury Bills at the most recent United States Treasury Department sale of such Treasury Bills occurring prior to the due date of the franchise fee payment.
- F. Final statement of gross revenues. Within ninety (90) days of the date a franchisee ceases operations under a franchise (whether because of franchise termination, transfer, bankruptcy or for any other reason), the franchisee shall file a final statement of gross revenues covering the period from the beginning of the calendar year in which the operations ceased to the date operations ceased. The statement shall contain the information and be certified as required by Section 28.12.170 (C) (1).

28.12.230 Applications - generally.

A. Application required. An application must be filed for an initial and renewal cable system franchise, or for approval of a transfer. A request for renewal filed under 47 U.S.C. § 546(h) need not contain the information required by Section 28.12.230 (B) (1).

B. Application contents.

1. The City Manager may specify the information that must be provided in connection with an application, and the form in which the information is to be provided. At a minimum each application must identify the applicant, show that the applicant is financially, technically and legally qualified to construct, maintain and operate the cable system, contain a pro forma showing capital expenditures and expected income and expenses for the first five years the applicant is to hold the franchise, and show that the applicant is willing to comply with its franchise obligations. In addition, any application for an initial or renewal franchise or rebuild of the applicant's system and/or facilities, must describe in detail the cable system that the applicant proposes to build, show where it will be located, set out the system construction schedule, and show that the applicant will provide adequate channels, facilities and other support for public, educational and government use (including institutional network use) of the cable system. The detailed description of the physical facilities proposed shall include at least the following:
 - a. A description of the channel capacity, technical design, performance characteristics, headend, PEG access (and institutional network, if required) facilities and equipment;
 - b. The location of proposed facility and facility design, including a description of the miles of plant to be installed, and a description of the size of equipment cabinets, shielding and electronics that will be installed along the plant route, the power sources that will be used and a description of the noise, exhaust and pollutants, if any, that will be generated by the operation of the same; provided, however, that, if some of the descriptive data is not available at the time of application, the franchise may be issued subject to conditions that the data be filed and approved by the City before construction begins and that the franchise will be deemed to be forfeited if the data is not supplied and approved; provided, further, that the foregoing proviso does not authorize the grant of a franchise where there is not sufficient information to appraise the impact of the applicant's proposal;
 - c. A map of the general route the facility will follow; a designation of the portions of the system that will be placed above ground and the portions that will be placed underground, and the construction techniques that the applicant proposes to use in installing the system above ground and underground; a schedule for construction of the facility, describing when and where construction will begin, how it will proceed, benchmarks indicating the scheduled completion of portions of the system and when construction will be completed; and the expected effect on right-of-way usage, including information on the ability of the public rights-of-way to accommodate the proposed system, including, as appropriate given the system proposed, an estimate of the availability of space in conduits and an estimate of the cost of any necessary rearrangement of existing facilities;
 - d. A description, where appropriate, of how services will be converted from existing facilities to new facilities, and what will be done with existing facilities;
 - e. A demonstration of how the applicant will reasonably meet the future cable-related needs and interests of the community, including descriptions of the capacity, facilities and support for public, educational, and governmental use of the system (including institutional networks) applicant proposes to provide and why applicant believes that the proposal is adequate to meet the future cable-related needs and interests of the community;

- f. A demonstration of the financial qualifications of the applicant, including at least the following:
 - i. The proposed rate structure, including projected charges for each service tier, installation, converters, and all other proposed equipment or services;
 - ii. A statement regarding the applicant's financial ability to complete the construction to meet the time frame proposed and to operate the cable system proposed certified by the applicant's chief financial officer;
- g. A demonstration of the applicant's technical ability to construct and/or operate the proposed cable system;
- h. A demonstration that the applicant is legally qualified, which proof must include a demonstration that the applicant:
 - i. Has received, or is in a position to receive, necessary authorizations from state and federal authorities;
 - ii. Has not engaged in conduct (fraud, racketeering, violation of antitrust laws, consumer protection laws, or similar laws) that might lead the City to conclude that the applicant cannot be relied upon to comply with requirements of a franchise or provisions of this chapter, or to deal honestly with the City or its residents;
 - iii. Is willing to enter into a franchise, to pay required compensation and to abide by the provisions of applicable law, including those relating to the construction, operation or repair of its facilities; and has not entered into any agreement that would prevent it from doing so; and
 - iv. The applicant must not have submitted an application for an initial or renewal franchise to the City, which was denied on the ground that the applicant failed to propose a cable system meeting the cable-related needs and interests of the community, or as to which any challenges to such franchising decision were finally resolved (including any appeals) adversely to the applicant, within three years preceding the submission of the application.
- i. The extent that the applicant is in any respect relying on the financial or technical resources of another person, including another affiliate; proofs should be provided for that person.
- j. A description of the applicant's prior experience in cable system ownership, construction, and operation, and identification of cities and counties in Washington in which the applicant or any of its principals have a cable franchise or any interest therein, provided that an applicant that holds a franchise for the City and is seeking renewal of that franchise need only provide this information for other cities and counties in Washington where its franchise is scheduled to expire during the 12-month period prior to the date its application is submitted to the City and for other cities and counties in Washington where its Franchise had been scheduled to expire during the 12-month period after the date its application is submitted to the City. If an applicant has no other franchise in Washington, it shall provide the information for its operations in other states; and
- k. An affidavit or declaration of the applicant or authorized officer thereof certifying the truth and accuracy of the information in the application, and certifying that the application meets all requirements of applicable law.

2. To be accepted for filing, an original and six copies of a complete application must be submitted. All applications shall include the names and addresses of persons authorized to act on behalf of the applicant with respect to the application.
 3. An applicant (and the transferor and transferee, in the case of a transfer application) shall respond to any request for information from the City, by the time specified by the City.
- C. Incomplete applications. An application may be rejected if it is incomplete, or if the response to the City's requests for information is not timely and complete.

28.12.240 Application for an initial franchise or renewal franchise.

- A. Scope. This section establishes additional provisions that apply to an application for an initial franchise, or a renewal franchise application that is not governed by 47 U.S.C. §546(a)-(g).
- B. Process. Any person may apply for an initial or renewal franchise by submitting an application therefore on that person's own initiative, or in response to a request for proposals issued by the City. If the City receives an unsolicited application, it may choose to issue a request for additional proposals, and require the applicant to amend its proposal to respond thereto. The City shall promptly conduct such investigations as are necessary to act on an application.
- C. Consideration of application. In determining whether to grant a franchise, the City may consider:
1. The extent to which an applicant for renewal has substantially complied with the applicable law and the material terms of any existing cable franchise;
 2. Whether an applicant's quality of service under its existing Franchise, including signal quality, response to customer complaints, billing practices, and the like has been reasonable in light of the needs of the community;
 3. Where the applicant has not previously held a cable system franchise in the City, whether the applicant's record in other communities indicates that it can be relied upon to provide high-quality service throughout any franchise term;
 4. Whether the applicant has the financial, legal, and technical ability to provide the services, facilities, and equipment set forth in an application, and to satisfy any minimum requirements established by the City;
 5. Whether the applicant's application is reasonable to meet the future cable-related needs and interests of the City, taking into account the cost of meeting such needs and interests;
 6. Whether issuance of a franchise is in the public interest considering the immediate and future effect on the public rights-of-way, public property, and private property that will be used by the applicant's cable system;
 7. Whether issuance of the franchise would reduce or increase competition in the provision of cable service in the City;
 8. Such other matters as the City is authorized or required to consider.
- D. Issuance of Franchise. If the City determines that issuance of a franchise would be in the public interest considering the factors described above, it may offer a franchise agreement to the applicant. No franchise shall become effective until the franchise is unconditionally accepted by the applicant, approved by the City Council, and the franchise agreement is signed by both parties.

28.12.250 Application for renewal franchise filed pursuant to 47 U.S.C. §546.

- A. Scope. This section establishes additional provisions that apply to applications for renewal governed by 47 U.S.C. §546(a)-(g).
- B. Process. A franchisee that intends to exercise rights under 47 U.S.C. § 546(a)-(g) shall submit a notice in writing to the City in a timely manner clearly stating that it is activating the procedures set forth in those sections. The City shall thereafter commence any proceedings that may be required under federal law, and upon completion of those proceedings, the City may issue a request for renewal proposals and an application may be submitted for renewal. The City may preliminarily deny the application by resolution, and if the application is preliminarily denied, the City may conduct such proceedings and by resolution establish such procedures and appoint such individuals as may be necessary to conduct any proceedings to review the application.

28.12.260 Application for transfer.

- A. Scope. This section establishes additional provisions that apply to applications for transfer approval.
- B. Information. An application for transfer must contain all the information required by the City Manager, by Section 2.1, and all information required by any FCC franchise transfer form.
- C. Consideration of application. In determining whether a transfer application should be granted, denied, or granted subject to conditions, the City may consider the legal, financial, and technical qualifications of the transferee to operate the cable system; any potential impact of the transfer on subscriber rates or services; whether the transferor franchise is in compliance with its franchise; whether the transferee owns or controls any other cable system in the City, whether operation by the transferee may eliminate or reduce competition in the delivery of cable service in the City; and whether operation by the transferee or approval of the transfer would otherwise adversely affect subscribers, the public, or the City's interest under this chapter, the franchise, or other applicable law. The proposed transferee shall pay all reasonable costs incurred by the City in reviewing and evaluating the applications.
- D. Minimum conditions. In order to obtain approval of a transfer, an applicant must show, at a minimum, that: the transferee is qualified; the transfer will not adversely affect the interests of subscribers, the public, or the City; and that all franchise non-compliance issues have been resolved or, alternatively, that the transferee will assume all liability for or such franchise non-compliance issues, known or unknown, arising before the date of the transfer. No transfer application shall be granted unless the transferee agrees in writing that it will abide by and accept all terms of this chapter and the franchise, and that it will assume all of the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of its predecessor franchisee, whether arising before or after the date of the transfer, for all purposes.

28.12.270 Legal qualifications.

- A. Standards.
 - 1. The applicant must be willing to comply with the provisions of this chapter and applicable laws; and to comply with such requirements of a franchise as the City may lawfully require.
 - 2. The applicant must not have had any cable system or OVS franchise validly revoked (including any appeals) by the City within three (3) years preceding the submission of the application.
 - 3. The applicant must not have had an application to the City for an initial or renewal cable system franchise denied on the ground that the applicant failed to propose a cable system meeting the cable-related needs and interests of the community, or as to which any challenges to such franchising decision were finally resolved (including any appeals) adversely to the applicant, within three (3) years preceding the submission of the application; and must not have had an application for an initial or renewal OVS franchise denied on any ground within three years of the application.

4. The applicant shall not be issued a franchise if, at any time during the ten (10) years preceding the submission of the application, applicant was convicted of fraud, racketeering, anticompetitive actions, unfair trade practices or other conduct of such character that the applicant cannot be relied upon to deal truthfully with the City and the Subscribers, or to substantially comply with its obligations.
 5. Applicant must have the necessary authority under Washington and federal law to operate a cable system, or show that it is in a position to obtain that authority.
 6. The Applicant shall not be issued a franchise if it files materially misleading information in its application or intentionally withholds information that the applicant lawfully is required to provide.
 7. For purposes Section 2.5.1(B)-(D), the term applicant includes any affiliate of applicant.
- B. Exception. Notwithstanding Section 2.5.1, an applicant shall be provided a reasonable opportunity to show that a franchise should issue even if the requirements of Section 2.5.1(C)-(D) are not satisfied, by virtue of the circumstances surrounding the matter and the steps taken by the applicant to cure all harms flowing therefrom and prevent their recurrence, the lack of involvement of the applicant's current principals, or the remoteness of the matter from the operation of a cable system.

28.12.280 Franchise fee.

A cable system operator shall pay to the City a franchise fee in an amount equal to five percent (5%) of gross revenues, or such other amount as may be specified in the franchise; provided, however, that if the franchise specifies an amount, that amount shall be subject to increase should federal limits on fee payments be eliminated or changed and other operators are subject to a higher fee.

- A. "Bundled Services." In the event that the franchisee, during the term of the franchise, offers bundled, tied, or combined cable services (which are subject to the franchise fee) with non-cable services (which may not be subject to the franchise fee) to subscribers, the combined revenues from such bundled services shall be allocated consistent with the standalone rates or prices for each individual bundled service advertised by the franchisee through its marketing materials or on its published rate card. In the event the franchisee does not advertise or publish separate standalone prices for any or all the individual services in the bundled service, the percentage that the price for the combined services is discounted from the regular retail rates of the individual standalone services shall be pro-rated across all of the services in the bundled package; provided, however, that the net revenues derived from services subject to mandatory tariff rates imposed by the Washington Public Utilities Commission (or other governmental entity having such authority) shall be deducted from the combined bundled service revenue to determine the revenue subject to the franchise fee. As an example, a franchisee may offer a "bundle" of video, voice and data services for a flat fee of \$75.00 where the standalone retail rate for each of the services purchased on an individual basis would equal \$100.00. Assuming that there is no service subject to the mandated tariff rate, the franchisee would apply a twenty-five percent (25%) discount to each service in the bundle. Thus, if the franchisee's standalone retail rate for the cable service portion of the bundle were \$50.00, for franchise fee computation purposes Grantee would recognize cable service revenue in the amount of \$37.50 and pay a franchise fee on that revenue.
- B. The definition of gross revenue is to be as inclusive as possible consistent with existing applicable law. If a change in federal law occurs subsequent to the effective date of this chapter, such change shall not impact the gross revenues definition in such a way to reduce gross revenues, unless the change in law specifically preempts the affected portion of the definition above.

28.12.290 No exclusivity.

A franchisee may not require a subscriber or a building owner or manager to enter into an exclusive contract as a condition of providing or continuing service. However, nothing herein prevents a franchisee from entering into an otherwise lawful, mutually desired exclusive arrangement with a building owner or manager of a multiple dwelling unit or commercial subscriber.

28.12.300 Rate regulation and consumer protection.

- A. All rates are subject to regulation. The City may regulate the operator's rates and charges to the extent it is not prohibited from doing so by law. The City will regulate rates in accordance with FCC rules and regulations, where applicable. Except to the extent FCC rules provide otherwise, all rates and charges that are subject to regulation, and changes in those rates or charges must be approved in advance. The City Manager may take any required steps to file complaints, toll rates, and issue accounting orders or take any other steps required to comply with FCC rate regulation rules. The City Council shall be responsible for issuing rate orders that establish rates or order refunds.
- B. No rate discrimination. Except to the extent preempted by federal or state law, an operator is prohibited from discriminating in its rates or charges or from granting undue preferences to any subscriber, potential subscriber, or group of subscribers or potential subscribers; provided, however, that a franchisee may offer temporary, bona fide promotional discounts in order to attract or maintain subscribers, so long as such discounts are offered on a non-discriminatory basis to similar classes of subscribers throughout the franchise area; and a franchisee may offer discounts for the elderly, the disabled, or the economically disadvantaged, and such other discounts as it is expressly entitled to provide under federal law, if such discounts are applied in a uniform and consistent manner.
- C. Redlining prohibited. An operator shall not deny access or charge different rates to any group of subscribers or potential subscribers because of the income of the residents of the local area in which such group resides.
- D. Customer service.
 - 1. Each operator must satisfy FCC, state, and the City's cable customer service standards and consumer protection standards. The City cable customer service standards may be adopted by resolution. In the case of a conflict among standards, the stricter standard shall apply to the full extent permitted by law.
 - 2. For violation of cable customer service standards, penalties will be imposed as follows:
 - a. Two hundred dollars (\$200) for each day of each material breach, not to exceed six hundred dollars (\$600) for each occurrence of material breach.
 - b. If there is a subsequent material breach of the same provision within twelve (12) months, four hundred dollars (\$400) for each day of each material breach, not to exceed twelve hundred (\$1200) for each occurrence of the material breach.
 - c. If there is a third or additional material breach of the same provision within twelve (12) months of the first, one thousand dollars (\$1000) for each day of each material breach, not to exceed three thousand dollars (\$3,000) for each occurrence of the material breach.
 - 3. Any penalty assessed under this section will be reduced dollar for dollar to the extent any liquidated damage provision of a franchise imposes a monetary obligation on a franchisee for the same customer service failures.

28.12.310 Additional definitions.

"OVS Agreement" means a contract entered into in accordance with the provisions of this chapter between the City and an OVS franchisee setting forth the terms and conditions under which the OVS franchise will be exercised.

28.12.320 Applications for grant or renewal of franchises.

- A. Initial and renewal Franchise: application.
 - 1. A written application shall be filed with the City for grant of an initial or renewal OVS franchise.

2. To be acceptable for filing, a signed original of the application shall be submitted together with six (6) copies. The application must conform to any applicable request for proposals, and contain all information required under Section 3.2.2. All applications shall include the names and addresses of persons authorized to act on behalf of the applicant with respect to the application.
- B. Contents of Applications. The City Manager may specify the information that must be provided in connection with a request for proposals or an application for an initial or renewal franchise. At a minimum, each application must: identify the applicant, where it plans to construct its system, and the system construction schedule; show that the applicant will provide adequate channels, facilities and other support for public, educational and government use (including institutional network use) of the OVS; and show that the applicant is financially, technically and legally qualified to construct and operate the OVS. The application must contain the following information;
1. Identity of the applicant; the persons who exercise working control over the applicant; and the Persons who control those persons, to the ultimate parent.
 2. A proposal for construction of the OVS that includes at least the following:
 - a. A description of the services that are to be provided over the facility.
 - b. Identification of the area of the City to be served by the proposed system, including a description of the proposed franchise area's boundaries.
 - c. The location of proposed facility and facility design, including a description of the miles of plant to be installed, and a description of the size of equipment cabinets, shielding and electronics that will be installed along the plant route, the power sources that will be used and a description of the noise, exhaust and pollutants, if any, that will be generated by the operation of the same.
 - d. A map of the route the facility will follow a designation of the portions of the system that will be placed aboveground and the portions that will be placed underground, and the construction techniques that the applicant proposes to use in installing the system aboveground and underground; a schedule for construction of the facility, describing when and where construction will begin, how it will proceed, benchmarks for completion of phases, and when it will be completed; expected effect on rights-of-way usage, including information on the ability of the public rights-of-way to accommodate the proposed system, including, as appropriate given the system proposed, an estimate of the availability of space in conduits and an estimate of the cost of any necessary rearrangement of existing facilities.
 - e. e. A description, where appropriate, of how services will be converted from existing facilities to new facilities, and what will be done with existing facilities.
 3. Evidence satisfactory to the City that the applicant has the financial resources to complete the proposed project, and to construct, operate and repair the proposed facility over the franchise term. It is not the intent of the City to require an applicant to prove that the services it proposes to offer will succeed in the marketplace.
 4. Evidence satisfactory to the City that applicant is technically qualified to construct, operate and repair the proposed facility. At a minimum, the applicant must show that it has experience or resources to ensure that work is to be performed adequately, and can respond to emergencies during and after construction is complete.
 5. Evidence satisfactory to the City that the applicant is legally qualified, which proof must include a demonstration that the applicant:

- a. Has received, or is in a position to receive, necessary authorizations from state and federal authorities;
 - b. Has not engaged in conduct (fraud, racketeering, violation of antitrust laws, consumer protection laws, or similar laws) that allows City to conclude the applicant cannot be relied upon to comply with requirements of franchise, or provisions of this chapter;
 - c. Is willing to enter into a franchise, to pay required compensation and to abide by the provisions of applicable law, including those relating to the construction, operation or maintenance of its facilities, and has not entered into any agreement that would prevent it from doing so;
- 6. An affidavit or declaration of the applicant or authorized officer thereof certifying the truth and accuracy of the information in the application, and certifying that the application meets all requirements of applicable law.
 - 7. To the extent that the applicant is in any respect relying on the financial or technical resources of another person, including another affiliate, the proofs should be provided for that person. An applicant will be presumed to have the requisite financial, or technical or legal qualifications to the extent such qualifications have been reviewed and approved by a state agency of competent jurisdiction; or if applicant is a holder of a franchise in the City for a cable system or open video system, and conduct under such other franchise provides no basis for additional investigation.

C. Procedure for Applying for Grant of a Franchise.

- 1. A person may apply for an initial or renewal franchise on its own initiative or in response to a request for proposals. Upon receipt of an application, the City shall promptly proffer the applicant a proposed OVS agreement, which shall be mailed to the person requesting its issuance and made available to any other interested party. The City may request such additional information, as it deems appropriate.
- 2. An applicant shall respond to requests for information completely, and within the time directed by the City, and must strictly comply with procedures, instructions, and requirements the City may establish.
- 3. An application may be rejected if it is incomplete or the applicant fails to follow procedures or respond fully to information requests.

D. Evaluation. In evaluating a franchise application, the City may consider the following:

- 1. The extent to which the applicant has substantially complied with the applicable law and the material terms of any existing City OVS franchise;
- 2. Whether the applicant has the financial, technical, and legal qualifications to hold an OVS franchise;
- 3. Whether the application satisfies any minimum requirements established by the City for, or will otherwise provide adequate public, educational, and governmental use capacity, facilities, or financial support (including with respect to institutional networks);
- 4. Whether issuance of a franchise would require replacement of property or involve disruption of property, public services, or use of the public rights-of-way;
- 5. Whether the approval of the application may eliminate or reduce competition in the delivery of cable service in the City.

- E. Issuance. If the City finds that it is in the public interest to issue a franchise considering the factors above, and such other matters as it is required or entitled to consider, and subject to the applicant's entry into an appropriate OVS agreement, it shall issue a franchise. Prior to deciding whether or not to issue a Franchise, the City may hold one or more public hearings or implement other procedures under which comments from the public on an application may be received.
- F. Legal qualifications. In order to be legally qualified:
1. The applicant must be willing to comply with the provisions of this chapter and applicable laws, and to comply with such requirements of an OVS agreement as the City may lawfully require.
 2. The applicant must not hold a cable system franchise, or have pending an application for a Cable system Franchise.
 3. The applicant must not have had any cable system or OVS franchise validly revoked (including any appeals) by the City within three (3) years preceding the submission of the application.
 4. The applicant may not have had an application for an initial or renewal cable system franchise to the City denied on the ground that the applicant failed to propose a cable system meeting the cable-related needs and interests of the community, or as to which any challenges to such franchising decision were finally resolved (including any appeals) adversely to the applicant, within three (3) years preceding the submission of the application.
 5. The applicant may not have had an application for an initial or renewal OVS franchise denied on any grounds within three (3) years of the applications.
 6. The applicant shall not be issued a franchise if, at any time during the ten (10) years preceding the submission of the application, applicant was convicted of fraud, racketeering, anticompetitive actions, unfair trade practices or other conduct of such character that the applicant cannot be relied upon to deal truthfully with the City and the subscribers or to substantially comply with its obligations.
 7. Applicant must have the necessary authority under Washington and federal law to operate an OVS, and must be certified by the FCC under Section 653 of the Cable Act, 47 U.S.C. § 573.
 8. The Applicant shall not be issued a franchise if it files materially misleading information in its application or intentionally withholds information that the applicant lawfully is required to provide.
 9. For purposes of Section 3.2.6 (B)-(E), the term applicant includes any affiliate of applicant.
- G. Exception. Notwithstanding Section 3.2.6, an applicant shall be provided a reasonable opportunity to show that a franchise should issue even if the requirements of Section 3.2.6 (D)-(E) are not satisfied, by virtue of the circumstances surrounding the matter and the steps taken by the applicant to cure all harms flowing therefrom and prevent their recurrence, the lack of involvement of the applicant's principals, or the remoteness of the matter from the operation of a cable system.

28.12.330 Transfers.

- A. City Approval Required. No transfer shall occur without prior written notice to and approval of the City.
- B. Application.
1. A franchisee shall promptly notify the City of any proposed transfer, and submit an application for its approval.
 2. The City may specify information that must be provided in connection with a transfer application. At a minimum, an application must: describe the entities involved in the transaction and the entity that

will hold the franchise; describe the chain of ownership before and after the proposed transaction; show that the entity that will hold the franchise will be legally, financially, and technically qualified to do so; attach complete information on the proposed transaction, including the contracts or other documents that relate to the proposed transaction, and all documents, schedules, exhibits, or the like referred to therein; and attach any shareholder reports or filings with the Securities and Exchange Commission ("SEC") that discuss the transaction.

3. For the purposes of determining whether it shall consent to a transfer, the City or its agents may inquire into all qualifications of the prospective transferee and such other matters as the City may deem necessary to determine whether the transfer is in the public interest and should be approved, denied, or conditioned. If the transferee or franchisee refuses to provide information, or provide incomplete information, the request for transfer may be denied.

C. Determination by the City.

1. In deciding whether a transfer application should be granted, denied or granted subject to conditions, the City may consider the legal, financial, and technical qualifications of the transferee to operate the OVS; whether the incumbent OVS operator is in compliance with its OVS agreement and this chapter and, if not, the proposed transferee's commitment to cure such noncompliance; whether the transferee owns or controls any other OVS or cable system in the City, and whether operation by the transferee may eliminate or reduce competition in the delivery of cable service in the City; and whether operation by the transferee or approval of the transfer would adversely affect Subscribers, the public, or the City's interest under this chapter, the OVS agreement, or other applicable law.
2. In order to obtain approval of a transfer, an applicant must show, at a minimum, that: the transferee is qualified; the transfer will not adversely affect the interests of subscribers, the public, or the City; and that non-compliance issues have been resolved. No application shall be granted unless the transferee agrees in writing that it will abide by and accept all terms of this chapter and the franchise, and that it will assume the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the previous franchisee, whether arising before or after the transfer, for all purposes. The proposed transferee shall pay all reasonable costs incurred by the City in reviewing and evaluating the applications.

28.12.340 Minimum requirements.

- A. PEG Access. No OVS Operator shall be issued a franchise, or may commence construction of an OVS system, until:
 1. It agrees to match in all respects the highest PEG obligations borne by any franchised cable system operator in the City; or
 2. It agrees to PEG obligations acceptable to the City.
- B. Institutional network. Any OVS operator that constructs an I-Net must match in all respects the highest institutional network obligations borne by any franchised cable system operator in the City, unless it agrees to alternative institutional network obligations acceptable to the City.
- C. Construction Provisions. Every OVS agreement shall specify the construction schedule that will apply to any required construction, upgrade, or rebuild of the OVS. The schedule shall provide for prompt completion of the project, considering the amount and type of construction required.
- D. Testing. Each OVS operator shall perform at its expense such tests as may be necessary to show whether or not it is in compliance with its obligations under this chapter or a franchise.
- E. Consumer protection provisions. Every franchisee must satisfy customer service consumer protection requirements established from time to time under state or local law and applicable to OVS.

28.12.350 Special termination rules.

If a franchisee's FCC OVS certification is revoked or otherwise terminates as a result of the passage of time or as a matter of law, the City may revoke the OVS franchise after a hearing. The OVS franchise may also be revoked if federal regulations or statutory provisions governing OVS are declared invalid or unenforceable, or are repealed.

28.12.360 Rate regulation.

The City may regulate a franchisee's rates and charges except as prohibited by law, and may do so by amendment to this chapter, separate ordinance, by amendment to an OVS agreement, or in any other lawful manner.

28.12.370 Fee in lieu of franchise fee.

A. OVS Operators. In lieu of the franchise fee required by Section 28.12.280, an OVS franchisee shall pay a fee of five percent (5%) of the gross revenues of the franchisee, its affiliates or any OVS operator of the OVS.

B. Persons leasing OVS capacity.

1. A person leasing capacity from an OVS operator, other than a person whose revenues are included in the payment made under Section 3.7.1., shall pay the City a fee, in lieu of the franchise fee required by Section 28.12.280, of five percent (5%) of the gross revenues of such person.
2. Notwithstanding the foregoing, where the OVS franchisee charges a person, other than an affiliate, to use its OVS (the "use payments"); and that person recovers those use payments through charges to its subscribers that are included in that person's gross revenues; and that person fully recovers the use payments through the charges to its subscribers and pays a fee on those charges pursuant to Section 3.7.1., then franchisee may deduct from its gross revenues the use payments it receives from that person.

28.12.380 Exclusive contracts.

A franchisee may not require a subscriber or a building owner or manager to enter into an exclusive contract as a condition of providing or continuing service, nor, subject to applicable law, may a franchisee enter into any arrangement that would effectively prevent other persons from using the OVS to compete in the delivery of cable services with a franchisee or its affiliates.

28.12.410 Captions. The captions to sections throughout this chapter are intended solely to facilitate reading and reference to the sections and provisions of this chapter. Such captions shall not affect the meaning or interpretation of this chapter.

28.12.420 Calculation of time.

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required under this chapter or any franchise, and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time.

28.12.430 Severability.

If any term, condition, or provision of this chapter shall, to any extent, be held to be invalid or unenforceable by a valid order of any court or regulatory agency, the remainder hereof shall be valid in all other respects and continue to be effective. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding on the franchisee and the City.

28.12.440 Connections to cable system; use of antennae.

- A. Subscriber right to attach. To the extent consistent with federal law, subscribers shall have the right to attach VCR's, receivers, and other terminal equipment to a franchisee's cable system. Subscribers also shall have the right to use their own remote control devices and converters, and other similar equipment.
- B. Removal of existing antennae. A franchisee shall not, as a condition of providing service, require a subscriber or potential subscriber to remove any existing antenna, or disconnect an antenna except at the express direction of the subscriber or potential subscriber, or prohibit installation of a new antenna, provided that such antenna is connected with an appropriate device and complies with applicable law.

28.12.450 Discrimination prohibited.

- A. No retaliatory actions. A cable communications system operator shall not discriminate among persons or the City or take any retaliatory action against a person or the City because of that entity's exercise of any right it may have under federal, state, or local law, nor may the operator require a person or the City to waive such rights as a condition of taking service.
- B. Employment and hiring practices. A cable communications system operator shall not refuse to employ, discharge from employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, color, creed, national origin, sex, sexual orientation, age, disability, religion, ethnic background, or marital status. A cable communications system operator shall comply with all federal, state, and local laws and regulations governing equal employment opportunities, and hiring practices, as the same may be amended from time to time.

28.12.460 Transitional provisions.

- A. Persons operating without a Franchise. The operator of any cable communications system facility installed as of the effective date of this chapter, for which a franchise is required under this chapter, shall have three months from the effective date of this chapter to file one or more applications for a franchise. Any operator timely filing such an application under this Section 4.6.1 shall not be subject to a penalty for failure to have such a franchise so long as said application remains pending; provided, however, nothing herein shall relieve any cable communications system operator of any liability for its failure to obtain any permit or other authorization required under other provisions of the City Code, and nothing herein shall prevent the City from requiring removal of any facilities installed in violation of the City Code.
- B. Persons holding Franchises. Any person holding an existing franchise for a cable communications system may continue to operate under its existing franchise to the conclusion of its present term (but not any renewal or extension thereof) with respect to those activities expressly authorized by the franchise; provided that, such person shall be subject to the other provisions of this chapter to the extent permitted by law.
- C. Persons with pending applications. Pending applications shall be subject to this chapter. A person with a pending application shall have 30 days from the effective date of this chapter to submit additional information to comply with the requirements of this chapter governing applications.

28.12.470 Relation to Title 28 of the Richland Municipal Code.

This chapter shall apply to cable communications systems and cable communications system operators in lieu of the following provisions of RMC Title 28: §§ 28.02.020, 28.02.080, 28.04.010, 28.06.040, 28.08.210, 28.08.220, 28.08.230 - 28.08.270. Except as provided in the preceding sentence, RMC Title 28 shall apply to all cable communications systems and cable communications system operators, and RMC Title 28 shall apply fully, without these limitations, to the extent any cable communications system operator uses its system to provide any non-cable services.

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

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

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER D. KINTZLEY
City Attorney

Date Published: _____, 2013



Council Agenda Coversheet

Council Date: 09/17/2013

Category: Consent Calendar

Agenda Item: C3

Key Element: Key 3 - Economic Vitality

Subject: SETTING LAND PRICES FOR CITY-OWNED PROPERTIES

Department: Community and Development Services

Ordinance/Resolution: 35-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 35-13, to set pricing for the City View, Horn Rapids Industrial Park, Horn Rapids Commercial Plaza and Horn Rapids Business Center.

Summary:

Economic Development staff is recommending that Council set pricing for city-owned surplus properties.

Prices for the Horn Rapids Industrial Park and Horn Rapids Business Center have not changed since 2007. However, market values, development costs, and comparable available properties are being listed and sold at higher prices than the City of Richland's surplus properties.

In order to keep up with development costs associated with preparing city-owned properties, as well as comparable market values, a price list with updated pricing would make marketing and negotiating real estate transactions of city-owned surplus properties more efficient. This pricing list would be revisited every two years, and adjusted depending on market value, market activity and changing development costs.

Setting a fixed price list will also ensure that the Economic Development Committee (EDC) and Council are aware of the pricing schedule for properties throughout the City.

This proposal was presented to EDC on April 22, 2013, and received a positive recommendation. Staff makes a positive recommendation as well.

Fiscal Impact?

☒ Yes ☐ No

An updated pricing list would result in increased revenues to offset increased development costs associated with city-owned properties.

Attachments:

1) Proposed Resolution

City Manager Approved:

Hopkins, Marcia
Sep 13, 08:54:14 GMT-0700 2013

RESOLUTION NO. 35-13

A RESOLUTION of the City of Richland to Adopt Land Pricing for the Queensgate area, the Horn Rapids Business Center, the Horn Rapids Industrial Park, and Horn Rapids Commercial Plaza.

WHEREAS, the City of Richland owns approximately 16 acres of land in the Queensgate area along Truman Avenue and City View Drive as provided in Exhibit B; and,

WHEREAS, the City of Richland owns approximately 68 acres of land in the Horn Rapids Business Center as provided in Exhibit B; and,

WHEREAS, the City of Richland owns approximately 950 acres of land in the Horn Rapids Industrial Park as provided in Exhibit B; and,

WHEREAS, the City of Richland owns approximately 20 acres of land in the Horn Rapids Commercial Plaza as provided in Exhibit B; and,

WHEREAS, the city-owned surplus properties are managed by the Economic Development Office within the City of Richland and are available for sale or lease to private parties; and,

WHEREAS, the Economic Development Office, based on market research of land sales of similar properties in the Tri-Cities, recommends setting the price of land as provided in Exhibit A; and

WHEREAS, at their April 22, 2013 meeting, the Economic Development Committee provided a positive recommendation to the Council to set land prices for the surplus areas described above; and

WHEREAS, the Council, as legislative authority of the City of Richland, is authorized to establish policies and procedures regarding the sale or lease of certain real property owned or otherwise controlled by the city per Richland Municipal Code 3.06.010; and,

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

Section 1.1 The City Council finds and declares that the city-owned surplus properties in the Queensgate area, Horn Rapids Business Center, Horn Rapids Industrial Park and the Horn Rapids Commercial Plaza have pricing as provided in Exhibit A.

Section 1.2 The City Council finds that in order to keep up with development costs associated with preparing city-owned properties for sale as well as regional and comparable market values, this pricing list will be revisited every two years, and adjusted depending on market value, market activity and changing development costs.

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 17th day of September, 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Exhibit A
City-Owned Surplus Property Prices

Queensgate Area (City View/Truman)

Property	Sq. Ft/ Acre	Proposed Price Per Sq. Ft.
Truman Avenue Lot	241,323 sq. ft/ 5.54 acres	\$2.50
City View Drive Lot	435,600 sq. ft/ 10 acres	\$2.50

Horn Rapids Business Center

Property	Price Per Sq. Ft. Since 2007	Proposed Price Per Sq. Ft.
Interior (Robertson and Henderson)	\$1.15	\$1.50
Highway Frontage	\$1.25	\$1.75
Commercial Parcels	\$2.00	\$2.50
Other	\$1.00	\$1.25

Horn Rapids Commercial Plaza

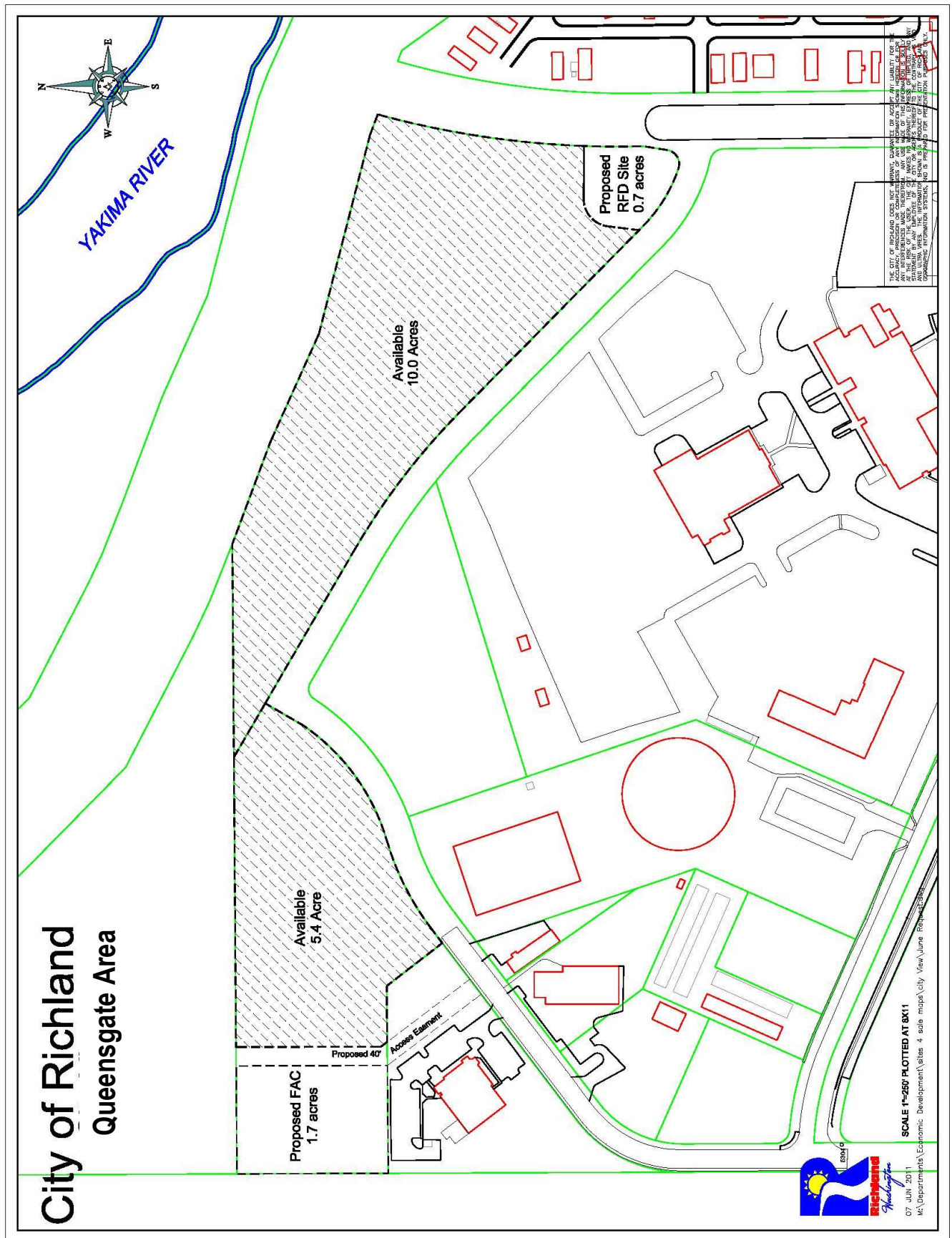
Property	Sq. Ft	Proposed/ Sq. Ft.	Proposed Price Per Parcel
Lot A	87,120	\$3.20	\$278,784
Lot B	119,790	\$2.65	\$317,444
Lot C	56,628	\$2.65	\$150,064
Lot D	69,696	\$2.65	\$184,694
Lot E	217,800	\$2.15	\$468,270
Lot F	121,968	\$2.15	\$262,231
Lot G	60,984	\$2.40	\$146,362
Lot H	78,408	\$2.65	\$207,781
Lot I	39,204	\$2.15	\$84,289

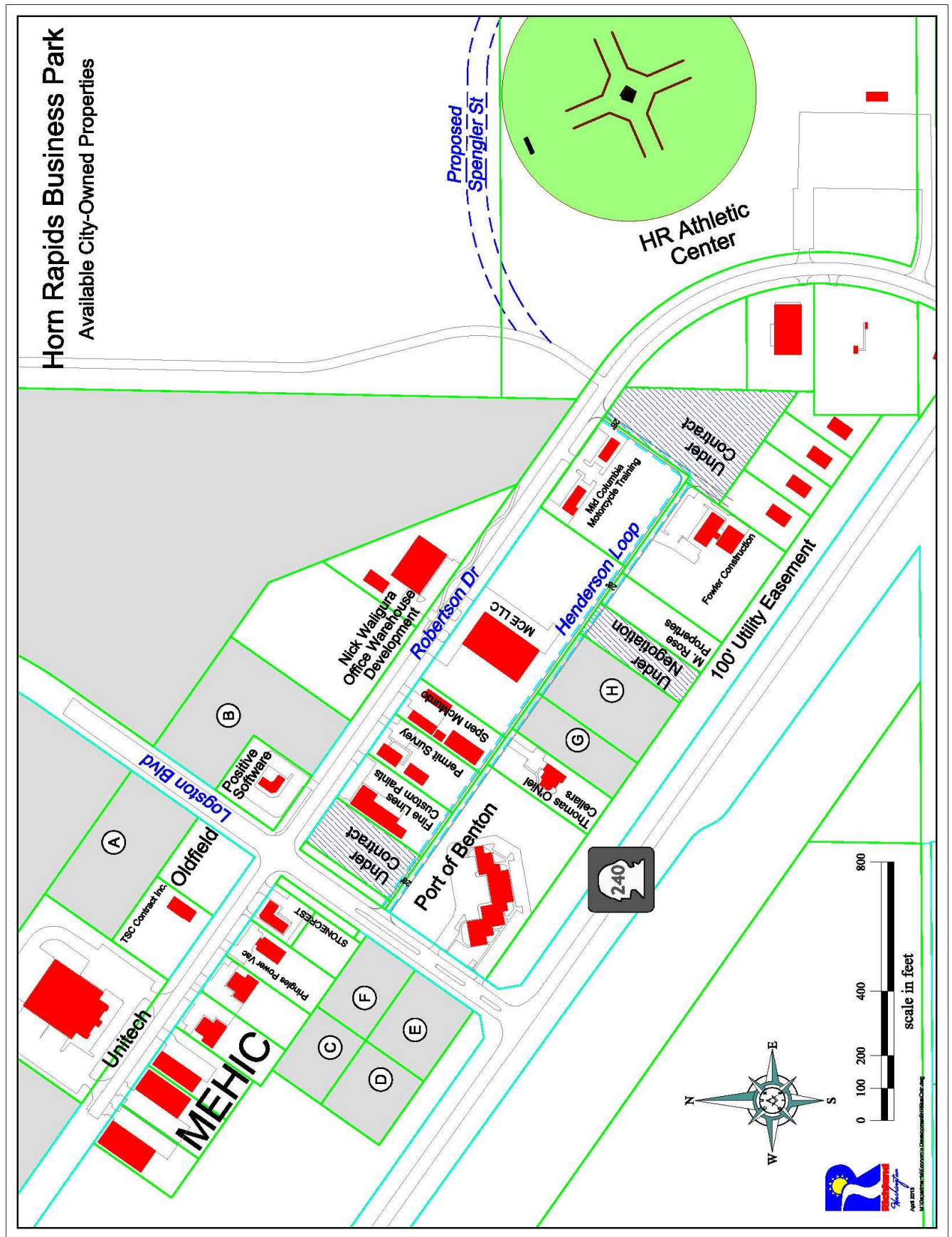
Horn Rapids Industrial Park

Property	Price Per Acre Since 2007	Proposed Range Per Acre
Less than 10 acres	\$20,000 - \$35,000	\$40,000 - \$50,000
More than 10 acres	\$20,000 - \$30,000	\$30,000 - \$40,000

*Prices for the Horn Rapids Industrial Park will depend on infrastructure costs negotiated into the proposal such as access to rail, road, water, sewer, electrical, etc.

Exhibit B
Maps of Queensgate Area, Horn Rapids Business Center,
Horn Rapids Commercial Plaza and Horn Rapids Industrial Park





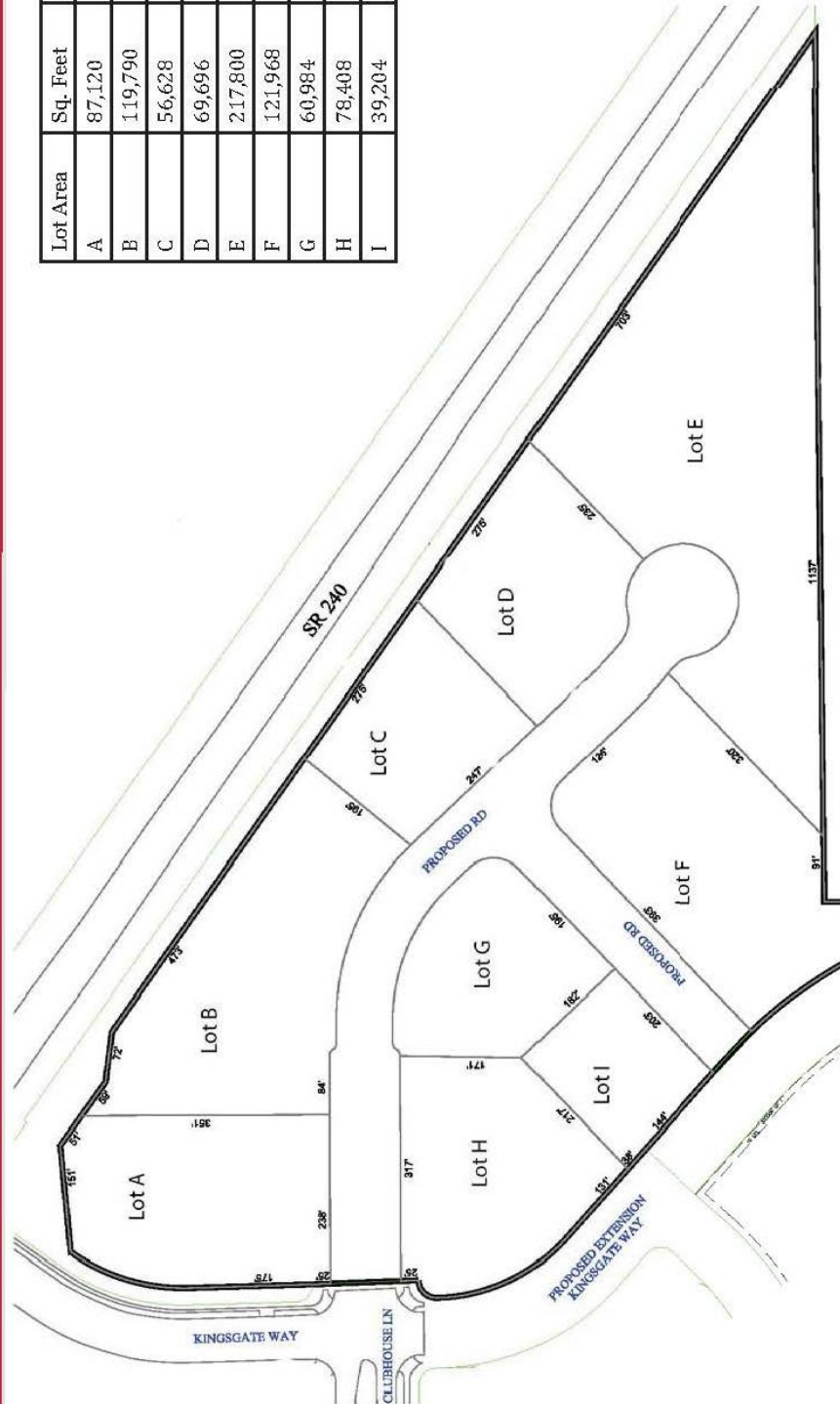
Horn Rapids Commercial

Corner of HWY 240 and Kingsgate Way

Land For Sale

Available Properties - Price Sheet

Lot Area	Sq. Feet	Acres	Availability
A	87,120	2.0	Available
B	119,790	2.75	Available
C	56,628	1.3	Available
D	69,696	1.6	Available
E	217,800	5.0	Available
F	121,968	2.8	Available
G	60,984	1.4	Available
H	78,408	1.8	Available
I	39,204	0.9	Available







Council Agenda Coversheet

Council Date: 09/17/2013

Category: Consent Calendar

Agenda Item: C48

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 48-13, CABLE TELEVISION CUSTOMER SERVICE STANDARDS

Department: City Attorney

Ordinance/Resolution: 48-13

Reference:

Document Type: Resolution

Recommended Motion:

Adoption of Resolution No. 48-13, establishing cable television customer service standards.

Summary:

In connection with the adoption of Ordinance No. 11-13, amending the Richland Municipal Code (RMC) Title 28 related to cable systems and open video systems, staff is recommending the adoption of cable television customer service standards in accordance with the Cable Television Consumer Protection and Competition Act of 1992.

As part of the cable franchise negotiation process with Charter Communications, it was identified that the best interests of the public would be served by adoption of customer service standards as permitted by law. Council's adoption of the proposed resolution will ensure that all cable service providers who wish to conduct business with the City of Richland comply with the highest standards and greatest legal obligations related to customer service.

The proposed cable television customer service standards dictate minimum requirements with regard to office availability and call response, record keeping, service standards, discontinuation of service, billing, and disconnection. If adopted in connection with Ordinance No. 11-13 amending RMC Title 28, a franchisee will be subject to liquidated damages for any failure to meet the minimum customer service standards provided for in this resolution.

These customer service standards were promulgated by the consultant jointly hired by the Cities of Richland and Pasco to facilitate negotiation of individual successor franchise agreements with Charter Communications.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Proposed Resolution

City Manager Approved:

Hopkins, Marcia
Sep 13, 08:55:18 GMT-0700 2013

RESOLUTION NO. 48- 13

A RESOLUTION of the City of Richland adopting established cable television customer service standards.

WHEREAS, the City of Richland adopted Ordinance No. 11-13 amending Title 28: Telecommunications, regulating the occupancy and use of public rights-of-way by cable systems and open video systems, providing for establishment of customer service standards; establishing franchise and licensing requirements for Operators of such systems and prescribing minimum charges, terms, and conditions for and upon the construction, maintenance, and repair of such systems; amending the Richland Municipal Code by amending applicable enforcement provisions and adding a new chapter thereto: Chapter 28.12, Cable Systems and Open Video Systems; and

WHEREAS, the City finds that it is in the interest of the public to adopt established standards as permitted by law to ensure the provision of quality customer service under such franchise agreement.

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

Cable Franchisees shall comply with the customer service and reporting requirements of this resolution, or as amended. These requirements include but are not limited to the requirements set forth in FCC regulations, including 47 C.F.R. §76.309 and other applicable law. To the extent the provisions of this resolution differ from applicable FCC regulations or any applicable law, the provision or provisions that impose the highest standard or greatest legal duties or obligations upon the Franchisee shall take precedence, unless a different order of precedence is expressly set herein.

1. Office Availability.

1.1. Each Franchisee will maintain an office in the Tri Cities areas at a convenient location that will be open for walk-in traffic at least ten (10) hours per day (except legal holidays) Monday through Friday, with some evening hours, and at least five (5) hours on Saturday to allow Subscribers to pay bills, drop off equipment and to pick up equipment. Each Franchisee shall also maintain at least one additional location in the City of Richland to allow Subscribers to pay bills.

1.2. Each Franchisee will perform service calls, installations, and disconnects at least ten (10) hours per day Monday through Saturday, except legal holidays, provided that a Franchisee will respond to outages twenty-four (24) hours a day, seven (7) days a week.

2. Telephones. All Call Response statistics shall be measured on the basis of call response statistics in all call centers that serve Subscribers. If the call centers serve Subscribers located in other communities, the Franchisee shall insure that call center representatives do not give priority or preferential treatment to Subscribers located in other communities.

(A) Definition of Call Response terms:

- (i) "Answer time" is the interval between when the Franchisee receives a call and when an interactive voice response (IVR) or agent answers.
- (ii) "Speed of Answer" is the amount of time between when the customer is transferred into the agent queue from either an IVR or an agent and the time an agent answers.
- (iii) "Calls Abandoned" is the percentage of calls in any agent queue that are abandoned.
- (iv) "Trunks Busy" represents the percentage of time customers receive a busy signal when they call customer service during normal business hours.

2.1 Each Franchisee will establish a publicly listed local toll-free telephone number. Customer service representatives must answer the phone at least ten (10) hours per day, Monday through Saturday (except legal holidays), for the purpose of receiving requests for service, inquiries, and complaints from Subscribers. After such business hours the phone will be answered so that customers can register complaints and report service problems on a twenty-four (24) hour per day, seven (7) day per week basis, and so that the Franchisee can respond to service outages as required herein.

2.2 Standards for Call Response.

2.2.1. Answer Time will not exceed thirty (30) seconds or four (4) rings. Under normal operating conditions, the Franchisee shall meet this requirement at least ninety percent (90%) of the time.

2.2.2. The average Speed of Answer shall not exceed thirty (30) seconds. Under normal operating conditions, the Franchisee shall meet this requirement at least ninety percent (90%) of the time.

2.2.3. The percentage of Calls Abandoned shall not exceed three percent (3%) under normal operating conditions.

2.2.4. Subscribers shall receive a Trunks Busy signal less than three percent (3%) of the time under normal operating conditions.

2.3 Call Response Reports.

2.3.1. Franchisee shall submit reports on Call Response statistics every calendar quarter, except as otherwise provided in this section.

2.3.2. If any of a Franchisee's quarterly Call Response statistics fail to demonstrate compliance with any applicable requirement, the Franchisee must thereafter submit monthly reports on all Call Response times until the Franchisee requests and the City approves resuming quarterly reporting.

2.3.3. Information in the reports about Call Response times shall be determined on the basis of the simple average of results during business hours under normal operating conditions for the entire reporting period, and any report submitted at the end of a calendar quarter shall report the total number of calls during the proceeding quarter and the average Call Response times during that quarter.

2.4 Other Reports

- 2.4.1. A Franchisee shall submit reports on all customer service standards identified in this Section during each successive calendar quarter for the term of the Franchise except as otherwise might be provided herein. If a Franchisee's reports for two (2) quarters within a calendar year fail to demonstrate that the Franchisee has complied with any customer service standard in this section, the Franchisee shall thereafter submit monthly reports about performance of each such requirement until it reports three (3) consecutive months with less than five percent (5%) deviation from any minimum required standard unless the Franchisee demonstrates to the City's satisfaction that the deviation occurred when it was not operating under normal operating conditions as defined in 47 C.F.R. § 76.309 and reports on the nature and duration of such non-normal operating conditions.
- 2.4.2. Timing. A Franchisee shall submit reports within thirty (30) days after the close of the applicable reporting period. Each report shall include data from the applicable reporting period.
- 2.4.3. Each of the reporting requirements in this Section is self-executing, and the City does not need to provide additional notice or an opportunity to cure in order to establish that the Franchisee has committed a breach of these requirements for the purpose of the Franchisee's obligation to pay liquidated damages pursuant to RMC 28.12.300 (D).
- 2.4.4. Compliance. If a monthly or quarterly report indicated that a Franchisee has failed to meet any of the minimum required standards, the Franchisee shall provide a written explanation of the deviation within ten (10) business days of the report, including steps being taken to cure the deviation, and the time expected to implement the cure. A Franchisee must cure within thirty (30) days unless a longer period is agreed to in writing by the City.

3. Scheduling Work.

- 3.1. All appointments for service, installation, or disconnection will be specified by date. Each Franchisee will set a specific time at which the work will be done, or offer a choice of time blocks, which will not exceed four (4) hours in length. A Franchisee may also, upon request, schedule service installation calls outside normal business hours for the express convenience of the customer.
- 3.2. If at any time an installer or technician is late for an appointment and/or believes a scheduled appointment time will be missed, an attempt to contact the customer will be made before the time of appointment, and the appointment rescheduled at a time convenient to the customer. If rescheduling is necessary, it is the Franchisee's burden to prove it met the appointment.

- 3.3. The Franchisee will offer and fully describe to Subscribers who have experienced a missed appointment (where the missed appointment was not the Subscriber's fault) that the Subscriber may choose between the following options:
 - 3.3.1. Installation or service call free of charge, if the appointment was for an installation or service call for which a fee was to be charged;
 - 3.3.2. One (1) month of the most widely subscribed-to service tier free of charge for other appointments; and
 - 3.3.3. An opportunity to elect remedies under relevant codes of the Revised Code of Washington related to Consumer Protection, if applicable.
- 3.4. If the Franchisee makes reasonable and no less than three (3) attempts to confirm an appointment during the scheduled appointment time or appointment window and is unsuccessful in obtaining such confirmation, the Franchisee may assume that the customer has cancelled the appointment.

4. Service Standards.

- 4.1. Under normal operating conditions, requests for service, repair, and maintenance must be acknowledged by a trained customer service representative within twenty-four (24) hours, or before the end of the next business day, whichever is earlier.
- 4.2. A Franchisee will respond to all other inquiries (including billing inquiries) within five (5) business days of the inquiry or complaint.
- 4.3. Under normal operating conditions, repairs and maintenance for outages or service interruptions must be completed within twenty-four (24) hours after the outage or interruption becomes known to Franchisee where the Franchisee has adequate access to facilities to which it must have access in order to remedy the problem.
- 4.4. Under normal operating conditions, work to correct all other service problems must be begun by the next business day after notification of the service problem, and must be completed within five (5) business days from the date of the initial request.
- 4.5. When normal operating conditions do not exist, a Franchisee will complete the work in the shortest time possible.
- 4.6. No cancellations by a Franchisee of a service or installation appointment with a customer are allowed within 24 hours of the appointment or after the close of

business on the business day preceding the scheduled appointment, whichever is earlier.

- 4.7. Requests for additional outlets, service upgrades or other connections (e.g., DMX, VCR, A/B switch) separate from the initial installation will be performed within seven (7) business days after an order has been placed.
- 4.8. Under normal operating conditions, the service standards set out in Sections 4.1-4.7 will be met at least ninety-five percent (95%) of the time, measured on a quarterly basis.
- 4.9. The failure of the Franchisee to hire sufficient staff or to properly train its staff will not justify a Franchisee's failure to comply with the provisions of Section 4.
5. Disabled Services. With regard to Subscribers with disabilities, upon Subscriber request, each Franchisee will arrange for pickup and/or replacement of converters or other Franchisee equipment at the Subscriber's address or by a satisfactory equivalent (such as by providing a postage-prepaid mailer).
6. Notice to Subscribers regarding Service. A Franchisee will provide each Subscriber at the time service is installed, and annually thereafter, clear and accurate written information on the following:
 - 6.1. Placing a service call, filing a complaint, or requesting an adjustment (including when a Subscriber is entitled to refunds for outages and how to obtain them);
 - 6.2. Locating and/or identifying the telephone number of the City office responsible for administering the Cable Television Franchise;
 - 6.3. Detailing current rates and charges (which must include any senior, disabled or other discounts offered and the least expensive tier of service available), Channel positions, services provided, delinquent Subscriber disconnect and reconnect procedures; information regarding the availability of parental control devices, the conditions under which they will be provided and the cost (if any) charged;
 - 6.4. Describing conditions that must be met to qualify for discounts;
 - 6.5. Describing any other of the Franchisee's policies in connection with its Subscribers; and
 - 6.6. Describing any discounts, services, or specialized equipment available to Subscribers who are seniors or with disabilities; explaining how to obtain them; and explaining how to use any accessibility features.

7. Notices to the City. Franchisee will provide the City with copies of all notices provided to its Subscribers pursuant to this chapter.
8. Changes in Noticed Information. Franchisee will provide the City (or designee) at least sixty (60) days, and all Subscribers at least thirty (30) days, advanced written notice of any material changes in the information required to be provided under this chapter, except that, if federal law establishes a shorter notice period and preempts this requirement, the federal requirement will apply.
9. Truth in Advertising. Where price information is listed in any manner, each Franchisee will take appropriate steps to ensure that all written Franchisee promotional materials, announcements, and advertising of residential Cable service to Subscribers and the general public clearly and accurately discloses price terms. In the case of telephone orders, a Franchisee will take appropriate steps to ensure that price terms are clearly and accurately disclosed to potential customers in advance of taking the order.
 - 9.1. Each Franchisee will maintain a file open for public inspection containing all notices provided to Subscribers under these customer service standards, as well as all promotional offers made to Subscribers. The notices and offers will be kept in the file for at least one (1) year from the date of such notice or promotional offer.
10. Interruptions of Service. A Franchisee shall notify Subscribers and the City three (3) days prior to any scheduled or planned interruption of service for planned maintenance or construction; provided, however, that planned maintenance that does not require more than one (1) hour interruption of service and/or that occurs between the hours of 12:00 a.m. and 6:00 a.m. will not require such notice to Subscribers. Notice to the City for planned maintenance that does not require more than one (1) hour interruption occurring between 12:00 a.m. and 6:00 a.m. must be given no less than twenty-four (24) hours before the anticipated service interruption.
11. Prorated Billing. A Franchisee's first billing statement after a new installation or service change will be prorated as appropriate and will reflect any security deposit.
12. Billing Statement.
 - 12.1. A Franchisee's billing statement must be clear, concise, and understandable; must itemize each category of service and equipment provided to the Subscriber; and must state clearly the charges therefor.
 - 12.2. A Franchisee's billing statement must show a specific payment due date not earlier than the later of:
 - 12.2.1. Fifteen (15) days after the date the statement is mailed; or

- 12.2.2. The tenth (10th) day of the service period for which the bill is rendered.
- 12.3. A late fee or administrative fee (collectively referred to below as a "late fee") may not be imposed for payments earlier than twenty-seven (27) days after the due date specified in the bill.
- 12.4. A late fee may not be imposed unless the Subscriber is provided written notice at least ten (10) days prior to the date the fee is imposed that a fee will be imposed, the date the fee will be imposed and the amount of the fee that will be imposed if the delinquency is not paid. A late fee may not be imposed unless the outstanding balance exceeds \$10.00. A late fee may not exceed \$5.00.
- 12.5. Subscribers will not be charged a late fee or otherwise penalized for any failure by a Franchisee, including failure to timely or correctly bill the Subscriber, or failure to properly credit the Subscriber for a payment timely made. Payments will be considered timely if postmarked on the due date.
- 12.6. A Franchisee's bill must permit a Subscriber to remit payment by mail or in person at the Franchisee's local office.
13. Credit for Service Impairment.
- 13.1. Upon Subscriber request, a Subscriber's account will be credited a prorated share of the monthly charge for the service if, for a period exceeding four (4) hours during any twenty-four (24) hour period, a Subscriber is without service or if service is substantially impaired for any reason. Such credit shall occur automatically if the loss of service or impairment is for twenty-four (24) hours or longer.
- 13.2. A Franchisee need not credit Subscriber where it establishes that a Subscriber will receive a refund for a loss of service or impairment caused by the Subscriber or by Subscriber-owned equipment (not including, for purposes of this Section, in-home wiring installed by the Franchisee).
14. Billing Complaints. Franchisee will respond to all written billing complaints from Subscribers within thirty (30) days.
15. Billing Refunds. Refunds to Subscribers will be issued no later than:
- 15.1. The earlier of the Subscriber's next billing cycle following resolution of the refund request, or thirty (30) days; or
- 15.2. The date of return of all equipment to Franchisee, if Cable service has been terminated.

16. Credits for Cable service. Credits for Cable service will be issued no later than the Subscriber's next billing cycle after the determination that the credit is warranted.
17. Disconnection/Downgrades.
 - 17.1. A Subscriber may terminate service at any time.
 - 17.2. A Franchisee will promptly disconnect from the Franchisee's Cable system or downgrade any Subscriber who so requests. No charges for service may be made after the Subscriber requests disconnection. No period of notice before voluntary termination or downgrade of Cable service may be required of Subscribers by any Franchisee. There will be no charge for disconnection, except for the collection fee authorized by state law, and any downgrade charges will conform to applicable law.
18. Security Deposit. Any security deposit and/or other funds due a Subscriber that disconnects or downgrades service will be returned to the Subscriber within thirty (30) days or in the next billing cycle, whichever is later, from the date disconnection or downgrade was requested, except in cases where the Subscriber does not permit the Franchisee to recover its equipment, in which case the amounts owed will be paid to Subscribers within thirty (30) days of the date the equipment was recovered, or in the next billing cycle, whichever is later.
19. Disconnection Due to Nonpayment.
 - 19.1. A Franchisee may not disconnect a Subscriber's Cable service for non-payment unless:
 - 19.1.1. The Subscriber is delinquent in payment for Cable service; and
 - 19.1.2. A separate, written notice of impending disconnection, postage prepaid, has been sent to the Subscriber at least twenty (20) days before the date on which service may be disconnected, at the premises where the Subscriber requests billing, which notice must identify the names and address of the Subscriber whose account is delinquent, state the date by which disconnection may occur if payment is not made, and the amount the Subscriber must pay to avoid disconnection, and a telephone number of a representative of the Franchisee who can provide additional information concerning and handle complaints or initiate an investigation concerning the services and charges in question; and

- 19.1.3. The Subscriber fails to pay the amounts owed to avoid disconnection by the date of disconnection; and
 - 19.1.4. No pending inquiry exists regarding the bill to which Franchisee has not responded in writing.
 - 19.2. If the Subscriber pays all amounts due, including late charges, before the date scheduled for disconnection, the Franchisee will not disconnect service.
 - 19.3. Service may only be terminated on days in which the customer can reach a representative of the Franchisee either in person or by telephone.
 - 19.4. After disconnection (except as noted below), upon payment by the Subscriber in full of all proper fees or charges, including the payment of the reconnection charge, if any, the Franchisee will promptly reinstate service.
20. Immediate Disconnection.
- 20.1. A Franchisee may immediately disconnect a Subscriber if:
 - 20.1.1. The Subscriber is damaging, destroying, or unlawfully tampering with or has damaged or destroyed or unlawfully tampered with the Franchisee's Cable system;
 - 20.1.2. The Subscriber is not authorized to receive a service, and is facilitating, aiding or abetting the unauthorized receipt of service by others; or
 - 20.1.3. Subscriber-installed or attached equipment is resulting in signal leakage that is in violation of FCC rules.
 - 20.2. After disconnection, the Franchisee will restore service after the Subscriber provides adequate assurance that it has ceased the practices that led to disconnection, and paid all proper fees and charges, including any reconnect fees and all amounts owed the Franchisee for damage to its Cable system or equipment. However, no reconnection fee may be imposed on a Subscriber disconnected pursuant to this chapter if the leakage was the result of the Franchisee's acts or omissions; or in any case unless the Franchisee notifies the Subscriber of the leakage at least three (3) business days in advance of disconnection, and the Subscriber has failed to correct the leakage within that time.
21. Franchisee's Property. Except as applicable law may otherwise provide, a Franchisee may remove its property from a Subscriber's premises within thirty (30) days of the termination of service. If a Franchisee fails to remove its property in that period, the property will be deemed abandoned unless the Franchisee has been

denied access to the Subscriber's premises, or the Franchisee has a continuing right to occupy the premises under applicable law.

22. Deposits. A Franchisee may require a reasonable, non-discriminatory deposit on equipment provided to Subscribers. Deposits will be placed in an interest-bearing account, and the Franchisee will return the deposit, plus interest earned to the date the deposit is returned to the Subscriber, less any amount the Franchisee can demonstrate should be deducted for damage to such equipment.
23. Parental Control Option. Without limiting a Franchisee's obligations under federal law, a Franchisee must provide, upon request, parental control devices at no charge to all Subscribers that enable the Subscriber to block the video and audio portion of any channel or channels of programming.
24. Penalties. Penalties will be assessed against a Franchisee for any breach of Sections 1-23 of these customer service standards pursuant to RMC 28.12.300 (D).
25. Notwithstanding the requirements of this chapter, the City is authorized to relieve a Franchisee of its obligations under this chapter if:
 - 25.1. Franchisee shows that there is an alternative standard that is substantially similar to that established by this chapter; or
 - 25.2. In light of the number of customers served by a Franchisee, the requirements of this chapter are, in the City Manager's sole discretion, unduly burdensome and there is an alternative way to serve the same interest.

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 17th day of September, 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



Council Agenda Coversheet

Council Date: 09/17/2013

Category: Consent Calendar

Agenda Item: C5

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 57-13, APPOINTMENT TO THE ECONOMIC DEVELOPMENT COMMITTEE

Department: City Attorney

Ordinance/Resolution: 57-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 57-13, appointing MillieAnne VanDevender to the Economic Development Committee (EDC).

Summary:

EDC Position No. 3, previously held by William Kinsel, was vacated when Mr. Kinsel passed away shortly after his appointment to the EDC.

The EDC is recommending the appointment of MillieAnn VanDevender to Position No. 3. Ms. VanDevender was interviewed along with Mr. Kinsel and was a strong candidate; she has a masters degree in Urban Planning and had previously worked for the City of Seattle as a Land Use Planner. The term for Position No. 3 will expire on October 3, 2015.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) Proposed Resolution
- 2) Recommendation and Application

City Manager Approved:

Johnson, Cindy
Sep 11, 16:25:13 GMT-0700 2013

RESOLUTION NO. 57-13

A RESOLUTION of the City of Richland confirming the position appointment of MillieAnne VanDevender 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>
MillieAnne VanDevender	1180 Viewmoor Ct.	3	10/3/15

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 17th day of September 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



ECONOMIC DEVELOPMENT OFFICE

509-942-7593 Telephone

509-942-7379 Fax

P.O. Box 190 Richland, WA 99352

www.ci.richland.wa.us

September 5, 2013

Richland City Council
660 Swift Blvd.
Richland, WA 99352

RE: Economic Development Committee Applications

Dear City Council:

Earlier this year the Economic Development Committee lost one of its newest members when Bill Kinsel passed away. Bill was only able to attend one meeting and the Committee was looking forward to him bringing his expertise to our team. In light of advertising the opening on the committee, we recommend that the Council appoint MillieAnne VanDevender. She was interviewed along with Bill and was a strong candidate in her own right. MillieAnne has a Masters in Urban Planning and she worked for the City of Seattle as a Land Use Planner.

If Councilmembers have any questions please do not hesitate to contact me at (509) 539-8215.

Sincerely,

Gus Sako, Chair
Economic Development Committee

Cc: Brad Anderson, Council Liaison
Economic Development Office



APPLICATION FORM

BOARD ~ COMMISSION ~ COMMITTEE

BOARD/COMMISSION/COMMITTEE FOR WHICH APPLYING: Economic Development Committee

NAME: Millie Anne VanDevender Contact Telephone: 206.383.2084

ADDRESS: 1180 Viewmoor Court Alternate Telephone: _____

CITY, STATE, ZIP: Richland, WA 99352 E-mail: Ma.vandevender@gmail.com

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

LENGTH OF RESIDENCE IN RICHLAND: December 2nd, 2011 to present (relocated to TriCities Sept. 20

OCCUPATIONAL AND EDUCATIONAL BACKGROUND: My diverse background includes professional experience in Land Use Planning, Neighborhood and Long Range Planning, Architecture, Construction and Property Management. I earned both a BS in Architecture and a Master's in Urban and Environmental Planning from the University of Virginia.

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

In addition to educational and professional experience in the built environment I have coordinated volunteers, held a board position for a non-profit, and prepared and presented information to boards and committees. I am detail oriented, driven by results and have the ability to communicate in a multidisciplinary realm.

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

(An individual is limited to serve on two boards, commissions or committees at the same time)

No

HAVE YOU SERVED ON A BOARD, COMMISSION, OR COMMITTEE BEFORE? IF YES, WHICH: No

A RESUME IS REQUIRED – PLEASE ATTACH IT TO THIS APPLICATION

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

In addition, I certify that I am in compliance with the qualification requirements of this appointment.

Date: 04.30.2013

Signature: Millie Anne VanDevender

Return to:

Office of the City Clerk, P.O. Box 190 MS-05,
975 George Washington Way, Richland, WA 99352
Phone: 942-7388 Fax: 942-7379 Email: dbarham@ci.richland.wa.us

RECEIVED

APR 30 2013

RICHLAND CITY CLERK

1180 Viewmoor Court
Richland, Washington

MillieAnne VanDevender, LEED AP ma.vandevender@gmail.com

EDUCATION

LEED Accreditation, USGBC 2009

Masters in Urban and Environmental Planning
University of Virginia, Charlottesville, VA 2005

Bachelors of Science, Architecture
University of Virginia, Charlottesville, VA 1998

PROFESSIONAL EXPERIENCE

Land Use Planner, City of Seattle, Applicant Services Center, Seattle, WA
04.2006-01.2010

Reviewed development proposals for compliance with the Seattle Land Use Code, environmental regulations and those with a demonstrated commitment to green design. Interpreted, applied and disseminated knowledge of laws and policies governing urban and environmental issues to applicants and members of the public. Managed the multidisciplinary reviews of discretionary projects.

Planner, City of Charlottesville, Neighborhood Development Services
Charlottesville, VA 05.2005 – 02.2006

Managed, crafted and coordinated Neighborhood Design Day, the City's major citizen involvement component of the 2006 Comprehensive Plan. Prepared staff reports for the City's Board of Architectural Review. Drafted significant Zoning Ordinance Amendments. Member of design team for Charlottesville's proposed Wayfinding project.

Teaching Assistant, University of Virginia, Charlottesville, VA 01.2005 – 05.2005

Facilitated presentations and fielded student questions for Urban Design II, a studio for undergraduate and graduate planners exploring transit oriented design issues.

Teaching Assistant, University of Virginia, Charlottesville, VA 09.2004 – 12.2004

Lead discussion group and reviewed student projects for The Common Course- a multidisciplinary graduate course for students in Architecture, Architectural History, Landscape Architecture and Urban and Environmental Planning. The course focused on technological innovations, cultural conflicts and ecological thinking within the four disciplines.

Associate Designer, VMDO Architects, Charlottesville, VA 11.1998 – 06.2004

Drafted and coordinated construction documents. Gained experience in the architectural design process including interview preparation, design development and construction administration.

MillieAnne VanDevender, LEED AP

ma.vandevender@gmail.com

Board Member, Prism Coffeehouse, Charlottesville, VA 09.2001 – 06.2004

Attended monthly board meetings and voted on major decisions. Drafted the design for the Prism's future Artist's Dressing Room and coordinated volunteers and contractors for Phase I of construction.

Volunteer Coordinator, Prism Coffeehouse, Charlottesville, VA 09.2001 – 09.2003

Organized and enlisted volunteers to work 2—3 musical performances per week. Directed monthly volunteer meetings.

Construction Team, Martin Horn & Company Charlottesville, VA 08.1998 – 11.1998

Coordinated construction crew for post-construction clean up. Gained experience in the commercial building process from demolition through post-completion punch list.

Leasing Agent, Wade Apartments Charlottesville, VA 05.1997 – 08.1998

Gained experience in many aspects of property management such as marketing and property tours, contract administration, fielding complaints and creating work orders.

AWARDS

Eldon Fields Woods Design Professional of the Year, The City of Charlottesville Annual Planning Award, 2006

COMPUTER SKILLS

Geographic Information Systems (Arc Map and ArcView), Photoshop, INDESIGN, Illustrator, Microstation V8, Microsoft Word, Excel, and PowerPoint



Council Agenda Coversheet

Council Date: 09/17/2013

Category: Items of Business

Agenda Item: C6

Key Element: Key 2 - Infrastructure & Facilities

Subject: RESOLUTION NO. 59-13, WASHINGTON STATE TRANSPORTATION FINANCING

Department: Public Works

Ordinance/Resolution: 59-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 59-13, expressing the City's position on Washington State transportation system policies and financing.

Summary:

The 2013 Washington State legislative session included development and consideration of several proposals to increase funding for transportation system improvements and maintenance. The legislature adjourned without approving legislation addressing the issue. Governor Inslee and key legislative leaders have begun work toward reconsideration of this issue in an upcoming special legislative session or the regular 2014 legislative session. Legislative leaders have scheduled a series of public forums for later in September and early October to receive public input. The forums are organized around Washington State Department of Transportation regions and will include a session in Tri-Cities on Thursday, September 26. The proposed resolution, if adopted, provides a clear message of the City's approach to this issue.

The transportation system is an integrated system involving facilities constructed and maintained by all levels of government, local, state, and federal. The system is largely financed by fuel taxes, which approximates a user fee similar to a utility rate structure based on a consumption meter. State and federal legislation collects the fuel tax revenues and directs national, state and local level decision making for investments. Richland residents' gas tax payments to the State and Federal Government over the past decade far exceed the investments made in our area. While some investment by Richland residents in state-wide system improvements is warranted, staff believes consideration by Washington State of additional transportation revenue for the coming decade should include funding for the Duportail Bridge as acknowledgment of past investments by Richland residents.

Staff believes residents of Pasco and Kennewick have much in common with Richland residents and that this issue is an ideal one for collaboration among the Cities. Collectively, the Tri-Cities has experienced the strongest population and economic growth in Washington State over the past decade. The growth has strained the capacity of the existing transportation system and resulted in the need to make significant improvements. Each City has identified and begun work to deliver the improvements needed in their jurisdiction. Each City's needed improvements are well beyond their financial capacity to deliver, mostly because transportation system revenues are collected and distributed at the state and federal level.

The proposed resolution represents collaboration by staff from Pasco, Kennewick and Richland. Each City will be considering a similar resolution at their Council meetings this week.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) RES 59-13 2014 Legislature Transportation Funding Package
- 2) Transportation Forums
- 3) 8.13.13 - MTC - Transportation Funding Advocacy
- 4) Mayors' letter to Legislators-New Transportation Revenue

City Manager Approved:

Hopkins, Marcia
Sep 13, 08:53:56 GMT-0700 2013

RESOLUTION NO. 59-13

A RESOLUTION of the City of Richland communicating the City's approach to Washington State's development of a transportation improvement funding package.

WHEREAS, a safe, efficient, and well-maintained transportation system is a foundational element to Richland's economy and quality of life; and

WHEREAS, unlike other basic utility services such as drinking water, wastewater, and solid waste, the transportation system is highly integrated with regional, state and federal transportation systems; and

WHEREAS, this integration has resulted in the vast majority of system funding being collected and managed at the state and federal government levels; and

WHEREAS, fuel taxes make up the majority of transportation system funding; and

WHEREAS, fuel taxes are generally regarded as an appropriate funding mechanism for transportation systems because they closely approximate a use fee similar to utility rate structures; and

WHEREAS, the Washington State government is actively considering raising new revenue to fund current and future transportation system needs for the upcoming decade; and

WHEREAS, the Washington State government is considering measures to improve efficient delivery of transportation system improvements; and

WHEREAS, Richland's economy and transportation system is most immediately integrated with the transportation system and economy of its neighboring cities: Kennewick, Pasco, and West Richland; and

WHEREAS, the City Council believes it to be in the best interest of its residents and businesses to clearly communicate its common interests with its neighboring communities and its specific interests to the Washington State government; and

WHEREAS, over the past decade the Tri-Cities metropolitan area has experienced the strongest population and economic development growth in Washington State; and

WHEREAS, official state estimates of future growth patterns predict that the Tri-Cities metropolitan area will continue to lead Washington State in population and economic growth for the foreseeable future; and

WHEREAS, over the past decade transportation investments in the Tri-Cities metropolitan area have lagged significantly behind locally-generated revenues, with the

area receiving less than 65% of its gas tax contributions in the form of transportation funds and improvements; and

WHEREAS, the cities of Richland, Kennewick and Pasco have planned transportation system improvements that are critically important to the regional transportation system and economy. The planned improvements include the Duportail Street Bridge, US395/Ridgeline intersection improvements, UGA Expansion & Southridge Area/I-82 Interchange, and the Lewis Street Overpass; and

WHEREAS, the wisdom of these planned projects is recognized by the Benton Franklin Council of Governments Metropolitan Planning Organization, the Benton Franklin Walla Walla Good Roads and Transportation Association, and the Washington State Department of Transportation; and

WHEREAS, without significant investment by Washington State, none of the planned projects is feasible; and

WHEREAS, Richland relies on a combination of state and local funding sources to maintain its local street network; and

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

Section 1. The City commends Washington State leaders for their thoughtful consideration of the State's transportation system, including system efficiencies and funding needs. Since decisions to raise additional revenue will guide the next decade of transportation system investments it is critically important to implement the plans addressing the most urgent needs.

Section 2. The Tri-Cities metropolitan area's recent and projected growth requires transportation improvements to sustain its vitality and safety. The agencies responsible for transportation planning, including the Cities of Richland, Kennewick, and Pasco, and the Benton Franklin Council of Governments Regional Transportation Planning Organization have identified the correct improvements and initiated their delivery. The needed improvements include the Duportail Street Bridge in Richland, the US395/Ridgeline intersection improvements and the UGA Expansion & Southridge Area/I-82 Interchange projects in Kennewick, and the Lewis Street Overpass in Pasco. Each of these projects addresses critical needs.

Section 3. The Tri-Cities metropolitan area's fuel tax payments are adequate to fully fund the area's identified improvements and continue contributing significantly to improvements of statewide significance like I-90 Snoqualmie Pass and Puget Sound port access improvements.

Section 4. If Washington State chooses to raise additional revenue the package should include a majority share of funding needed to construct the Duportail Street Bridge,

the US395/Ridgeline intersection improvements and UGA Expansion & Southridge Area/I-82 Interchange, and the Lewis Street Overpass. The City of Richland is preparing a plan to contribute a minority funding share to completion of the Duportail Street Bridge with the goal of completing the project within the next three to five years.

Section 5. If Washington State chooses to raise additional revenue, the package should include increased funding dedicated to local street preservation and to local street improvement grant programs, like those administered by the Washington State Transportation Improvement Board.

Section 6. The City supports Washington State policy changes that will improve the efficient delivery of transportation system improvements. The City believes that future improvements to state and federal facilities should include, as an outcome of new policy, improvements to local street connections that will ensure seamless efficiency between local and state-managed facilities. The City also supports Washington State measures aimed at improving state-controlled processes that can reduce the burden and costs of delivering transportation improvements. A specific policy change that should be enacted is to return the state share of sales tax collected on state-funded projects to the transportation budget instead of the general fund.

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 17th day of September, 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

SENATOR CURTIS KING

14TH LEGISLATIVE DISTRICT - WASHINGTON STATE SENATE

360-786-7626 | 800-562-6000 | P.O. Box 40414 Olympia, WA 98504-0414

For Release:
Sept. 9, 2013

Media Contact:
[Erich R. Ebel](#) (360) 786-7395

King adds three stops to Senate's transportation feedback tour

OLYMPIA...More people in Washington will have a chance to be heard now that [Sen. Curtis King](#), R-Yakima, has announced the addition of three locations to the Majority Coalition Caucus's statewide transportation feedback tour. The additional stops in Seattle, Tri-Cities and Bellingham stem from an overwhelming public response to a series of public forums scheduled around the state to gauge public opinion on potential transportation reforms and revenue.

"So many people were interested in attending that we had to add a few more to accommodate the overflow," King said. "It's a good day in state government when there are so many people interested in participating that you have to increase the number of meetings."

Last month King [delivered a letter](#) to state Department of Transportation Secretary Lynn Peterson requesting the agency's cooperation in coordinating a series of public meetings. King's original list of suggested locations included Seattle and Tri-Cities, but WSDOT opted instead to hold the forums in Bellevue and Yakima. The three new dates and locations are included with the originally scheduled locations below:

- Sept. 17 – Bellevue (Northwest Region) 6-9 p.m.
 - Stevenson Elementary School, 14220 NE 8th St., Bellevue, WA 98007
- Sept. 18 – Everett (Northwest Region) 6-9 p.m.
 - Snohomish County, Robert Drewel Building, 3000 Rockefeller Ave., 6th floor, Everett, WA 98201
- Sept. 23 – Wenatchee (North Central Region) 6-9 p.m.
 - Chelan County PUD Auditorium, 327 N Wenatchee Ave., Wenatchee, WA 98801
- Sept. 24 – Yakima (South Central Region) 6-9 p.m.
 - Yakima Area Arboretum, Garden View Rm., 1401 Arboretum Dr., Yakima, WA 98901
- **Sept. 26 – Tri-Cities (South Central Region) 6-9 p.m.**
 - **Columbia Basin College, 2600 N. 20th Ave., Pasco, WA 99301**
- Oct. 2 – Spokane (Eastern Region) 6-9 p.m.
 - Greater Spokane Inc., 801 W. Riverside, Spokane, WA 99201
- Oct. 7 – Vancouver (Southwest Region) 6-9 p.m.
 - Vancouver Community Library, Columbia Room, 901 C St., Vancouver, WA 98660
- Oct. 9 – Tacoma (Olympic Region) 6-9 p.m.
 - Evergreen Tacoma Campus, Lyceum Hall, 1210 6th Ave., Tacoma, WA 98405
- **Oct. 14 – Seattle (Northwest Region) 6-9 p.m.**
 - **King County Council Chamber, 516 3rd Avenue #1200, Seattle, WA 98104**
- **Oct. 15 – Bellingham (Northwest Region) 6-9 p.m.**
 - **Port of Bellingham Cruise Terminal, 355 Harris Ave., Bellingham, WA 98225**

King emphasized the importance of hearing from individual members of the public and noted that his goal is to have at least half of each of the three-hour forums be devoted to public comment.

"One thing that's important to us is hearing from the commuter, the bus rider or the ferry passenger," King said. "We hear from transportation-related organizations in Olympia all the time; many of them even have their own

lobbyists, which is why it's sometimes necessary to reach out to the individual whose voice may be drowned out by larger, more vocal interest groups.

"It's also vital that we hear from as many different people as possible at these public forums," King continued. "It's not necessary for someone to attend multiple meetings just to repeat the same points. So, while we're looking forward to hearing from the various transportation groups that exist in our communities, my hope is that we'll hear more from private citizens who in the past may not have had an opportunity to provide state government with their transportation thoughts."

—30—

Visit us online at www.MajorityCoalitionCaucus.org and follow on Twitter [@WashingtonMCC](https://twitter.com/WashingtonMCC).



MEMORANDUM

*Public Works Department
Administration & Engineering*

TO: City Council

FROM: Pete Rogalsky, Public Works Director

THROUGH: Cindy Johnson, City Manager

DATE: August 13, 2013

SUBJECT: Transportation Funding Advocacy

Attached is an excerpt from the most recent version of WSDOT's County by County Comparison report, showing each County's return on state and federal fuel tax payments. The report indicates that Benton County receives \$0.68 in investments for each \$1.00 paid to Washington, D.C. and Olympia. Over the nine-year period covered by the report, City of Richland residents paid \$149,400,000 in fuel taxes, but received only \$101,100,000 in investments. The \$48,300,000 deficit in investments would have fully funded the Duportail / Stevens corridor project, including the Duportail Bridge.

Staff believes that correcting or reducing the magnitude of this imbalance as the legislature considers another gas tax increase is of paramount importance. Staff is formulating a strategy that may include active partnering with other local agencies in the Tri-Cities region to collectively address this situation with our legislators in Olympia. Kennewick, Pasco, and West Richland, along with Benton County and Franklin County have similar deficits in return on fuel tax payments. Regardless of the level of partnering among local agencies in our region, Richland staff and Council Members should take advantage of opportunities to educate our residents and legislators regarding this issue.

It should be noted that the potential return on local transportation funding options, such as the Transportation Benefit District, would be much higher and represent a better return on local residents' payments than the current distribution of fuel tax payments. Staff understands that any local funding option must be developed carefully and with a robust public education program. However, the distributions, if left uncorrected by the legislature, would suggest that local residents are better off paying for improvements with local dollars.

Staff believes our best strategy for the upcoming period should emphasize:

1. Any gas tax increase proposal in Olympia should be structured to the highest degree possible to reverse the current deficit in Tri-Cities region return on fuel tax payments.
2. If our legislators are not able to accomplish no. 1 above, the City should vigorously oppose any fuel tax increase proposal.
3. The City should consider presenting the locally funded Transportation Benefit District as an attractive funding vehicle when compared to state and federal fuel taxes.

The worst possible outcome for Richland residents would be if the State legislature increases the gas tax without providing funding for Richland's highest priority improvements and the City then implements the local Transportation Benefit District. In that scenario, Richland residents would continue to pay more than their fair share for improvements to the State's transportation network and have to shoulder the burden to pay for our local system improvements themselves. Staff and Council should work to prevent this outcome.

Staff will advise Council in the coming months of events and opportunities to implement its communications strategy on this issue. If Council has questions or concerns about this issue, please contact Pete Rogalsky.

Cc: Trish Herron

Enclosure – County by County Comparison Report Excerpt

County By County Comparison
Return Per Dollar Contributed by Citizens within Each County
State & Federal Transportation Funds
2013 Analysis

*a Nine-Year Historical Look
2004-2012*

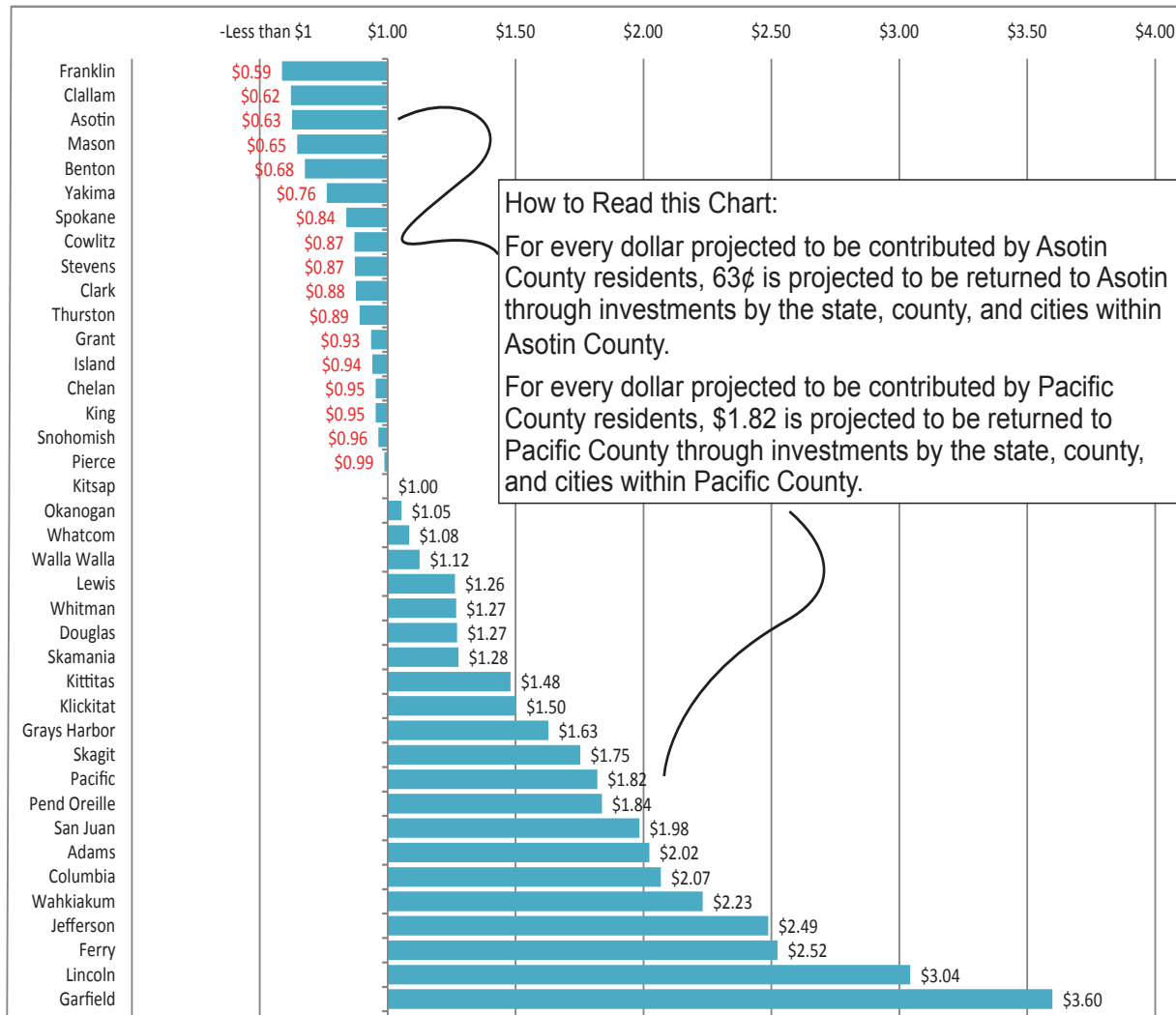


Strategic Planning and Programming

How much will citizens get back for each state, federal and local transportation dollar compared to what they contributed in the 2004-2012 period? • Nine-year Look - Fiscal Years 2004-2012

• All Washington counties • Pre-Existing Funds, 2003 Funding Package & 2005 Funding Package

Many revenue sources are not collected at the county level. Gas tax is collected at the wholesale level, not at the retail level. Interest earnings are based on fund balances in the state-treasury and are not contributed directly by Washington citizens. Not all of the funds have been earmarked for specific project expenditures. The grant programs for public transit, TIB and CRAB are assigned to projects through a variety of selection processes.



County	Funding Contributed for Transportation	Transportation Distributions & Expenditures	Return Per Dollar Contributed
Adams	57,096,000	115,502,000	2.02
Asotin	73,166,000	45,821,000	0.63
Benton	532,749,000	360,457,000	0.68
Chelan	241,719,000	230,269,000	0.95
Clallam	223,718,000	139,162,000	0.62
Clark	1,382,071,000	1,209,749,000	0.88
Columbia	20,051,000	41,456,000	2.07
Cowlitz	340,868,000	296,477,000	0.87
Douglas	145,948,000	185,506,000	1.27
Ferry	25,874,000	65,309,000	2.52
Franklin	219,926,000	129,124,000	0.59
Garfield	7,821,000	28,142,000	3.60
Grant	272,659,000	254,929,000	0.93
Grays Harbor	243,747,000	396,940,000	1.63
Island	392,134,000	368,480,000	0.94
Jefferson	234,193,000	582,572,000	2.49
King	8,349,870,000	7,958,916,000	0.95
Kitsap	1,466,723,000	1,470,524,000	1.00
Kittitas	262,291,000	388,344,000	1.48
Klickitat	70,315,000	105,634,000	1.50
Lewis	270,799,000	341,904,000	1.26
Lincoln	34,879,000	106,126,000	3.04
Mason	188,557,000	121,769,000	0.65
Okanogan	130,764,000	137,789,000	1.05
Pacific	75,029,000	136,503,000	1.82
Pend Oreille	42,427,000	77,957,000	1.84
Pierce	2,904,400,000	2,867,362,000	0.99
San Juan	143,598,000	284,818,000	1.98
Skagit	493,555,000	865,155,000	1.75
Skamania	33,030,000	42,177,000	1.28
Snohomish	2,542,164,000	2,450,109,000	0.96
Spokane	1,435,200,000	1,202,563,000	0.84
Stevens	135,990,000	118,561,000	0.87
Thurston	777,128,000	692,129,000	0.89
Wahkiakum	13,646,000	30,448,000	2.23
Walla Walla	227,701,000	256,145,000	1.12
Whatcom	609,224,000	660,135,000	1.08
Whitman	128,117,000	162,432,000	1.27
Yakima	747,439,000	569,191,000	0.76
Total	25,496,586,000	25,496,586,000	



April 16, 2013

The Honorable Senator Curtis King
The State Senate
305 John A. Cherberg Building
PO Box 40414
Olympia, WA 98504-0414

The Honorable Senator Tracey Eide
The State Senate
235 John A. Cherberg Building
PO Box 40430
Olympia, WA 98504-0430

The Honorable Representative Judy Clibborn
House of Representatives
415 John L. O'Brien Building
PO Box 40600
Olympia, WA 98504-0600

The Honorable Representative Ed Orcutt
House of Representatives
408 John L. O'Brien Building
PO Box 40600
Olympia, WA 98504-0600

Sent via Email and First Class Mail

**SUBJECT: TRANSPORTATION REVENUE PROPOSALS
TRI-CITIES URBAN AREA NEEDS**

Dear Senators Curtis King and Tracey Eide; Representatives Judy Clibborn and Ed Orcutt:

We wrote to you in early March to express our support for the legislature's development of new revenue for our State's transportation system and specifically for the current pressing needs of our Tri-Cities urban area. We understand that deliberation on this revenue package is ongoing and we want to reiterate our support for the effort and provide more specific details about our needs. The Tri-Cities' needs can be summarized as follows:

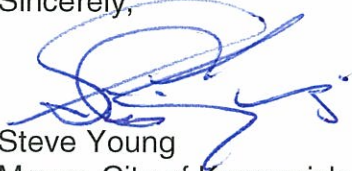
- An increase in maintenance and preservation funding distributed directly to cities;
- Completion of several strategic improvements meeting the system needs in the Tri-Cities.

The Honorable Senator Curtis King
The Honorable Senator Tracey Eide
The Honorable Representative Judy Clibborn
The Honorable Representative Ed Orcutt
April 16, 2013
Page 2


The specific system needs we seek are the Lewis Street Overpass in Pasco, the Duportail Bridge in Richland, and the Ridgeline / US395 and I-82 access improvements in Kennewick. Together these projects carry an \$85 million price tag and are impossible to fund with current funding programs. Our region has experienced the fastest population and economic growth in the state over the last decade, with regional population now more than 30% higher than in 2000. These transportation system improvements are urgently needed to sustain this trend. With these investments, we anticipate almost 700 construction jobs and thousands more jobs in the region's economy.

Our communities stand ready to partner with the legislature to invest in these improvements, improving safety, reducing congestion, and providing opportunities for economic growth. We understand that tough and creative decisions are needed to raise the necessary funds. As you work through these challenges for our entire state, we hope you will remain committed to supporting the Tri-Cities urban area as an area vital to the ongoing success of our great state. We would appreciate the opportunity to work with you on the details of a revenue package as it is developed. Representatives of our cities will reach out to you in the near future to advance our dialogue. Thank you again for your consideration.

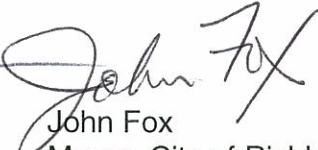
Sincerely,



Steve Young
Mayor, City of Kennewick



Matt Watkins
Mayor, City of Pasco



John Fox
Mayor, City of Richland

cc: The Honorable Senator Mark Schoessler
The Honorable Senator Mike Hewitt
The Honorable Senator Sharon Brown
The Honorable Representative Joe Schmick
The Honorable Representative Susan Fagan
The Honorable Representative Terry Nealey
The Honorable Representative Maureen Walsh
The Honorable Representative Larry Haler
The Honorable Representative Brad Klippert

Enclosure: Tri-Cities Transportation Brochure

Partners in Progress

TRI-CITIES KEY PROJECTS

The Tri-Cities have demonstrated on key projects like the Quad City water rights, the 23 mile Sacajawea Trail connecting the cities' waterfronts, the Tri-Cities Research District, the Cable Bridge, and Steptoe Street, the determination of the cities to pull together to benefit the community. Over 670 construction related jobs and thousands of ongoing jobs would result from these projects, all top priorities for the Regional Transportation Planning Organization (RTPO) and Good Roads.

KENNEWICK PROJECTS UNDER WAY

Kennewick has realized for years the City has an inadequate 3% of its land area dedicated to industrial uses. Over the past couple of years the City worked with the legislature and Benton County on options to expand its Urban Growth Area to the south for industrial use. The City has experienced remarkable economic success in the 2400 acre Southridge area with the Local Revitalization Financing Program. The restoration of full access at Ridgeline and US-395 coupled with the bridge to the Urban Growth Area (and future interchange) are critical to provide economic development.

PASCO PROJECTS UNDER WAY

Pasco will realize several benefits from the Lewis Street Overpass Project. In addition to resolving safety concerns associated with a functionally obsolete underpass, the overpass project will improve emergency response capability for nearly 20,000 Pasco residents, separated from police and emergency medical facilities by the BNSF mainline rail. The improved access will also complement ongoing economic vitality projects of regional significance, including Osprey Point and the Big Pasco Industrial Center as well as the new Heritage Industrial Center and downtown revitalization.

RICHLAND PROJECTS UNDER WAY

Richland has experienced rapid commercial growth in the Queensgate area that will benefit from the Duportail Bridge. The project will also provide a critical link to the core of the City, which is experiencing a surge in redevelopment fulfilling the City's vision for a vibrant mixed use downtown. It builds on the momentum established by the Kadlec Regional Medical Center's growth and development strategy adding density and a vibrant character to the downtown. Access to these areas is only available today from state highways, SR 240 and I-182. Completion of this project will provide a city street that will reduce reliance on the state highway system for access to these burgeoning commercial areas. The bridge will improve travel safety and improve emergency response times to sites on both sides of the Yakima River.

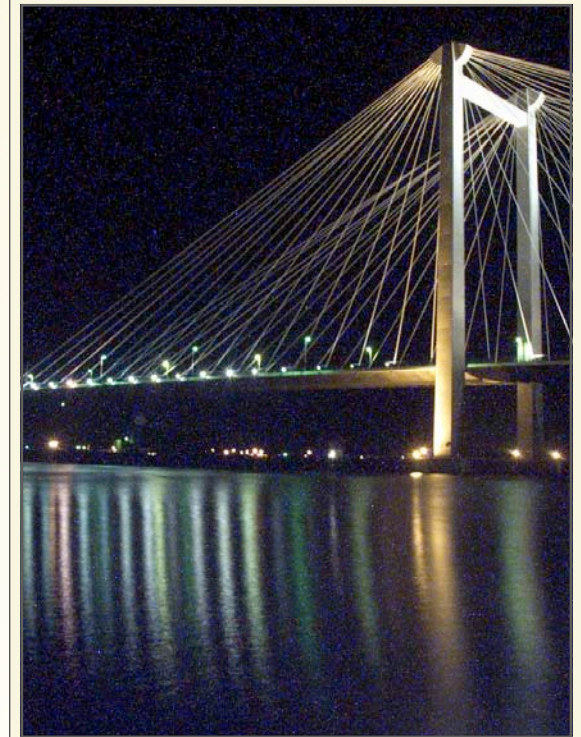


TRI-CITIES POPULATION

KENNEWICK	75,160
PASCO	62,670
RICHLAND	49,890
URBAN AREA (MSA)	262,500

TRI-CITIES

TRANSPORTATION



PRIORITY PROJECTS

The Tri-Cities is one of the fastest growing communities in the nation. The three projects in this brochure are top ten rated Good Roads projects for the region. As part of our efforts to diversify our economy from reliance on Hanford cleanup, the infrastructure improvements described in this brochure have proven critical for the continued economic vitality of the region.





LEWIS STREET RAILROAD OVERPASS

- Replaces 76 year old underpass
- Entryway to downtown Pasco
- Primary Community Crossing of BNSF mainline



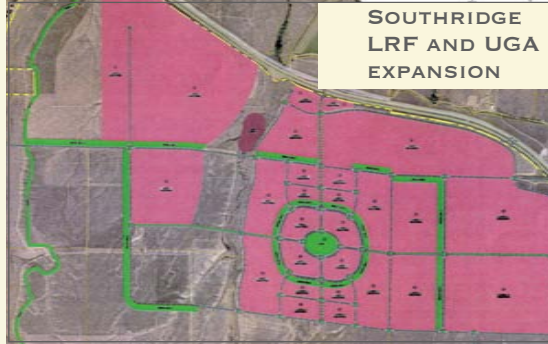
LEWIS STREET RAILROAD OVERPASS

The Lewis Street Railroad Overpass will replace a deteriorating underpass constructed in 1937 on a former state highway at one of the highest railroad traffic locations in the region. With partial aid from the state, the City has completed right of way acquisition and design of the new structure to ensure that it is "shovel ready". This project is an essential one for the Tri-Cities region, and would provide enhanced access to a rapidly growing area in Pasco.

Unfortunately, this critical \$29 million construction project is simply beyond the financial capacity of local taxpayers. Construction will improve access to major industrial areas of the region, including the Port of Pasco facilities, the Big Pasco Industrial Center, and the Oregon Street Corridor. With the continuing expansion of the agricultural processing centers, as well as the 52 acre Osprey Pointe development on the shore of the Columbia River, this is a critical project for the region's economy.

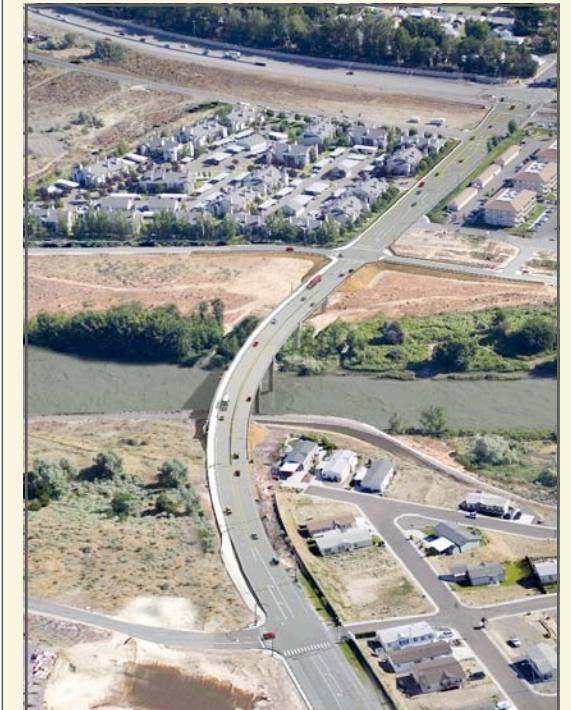


SOUTHRIDGE LRF AND UGA EXPANSION



RIDGELINE AND THE UGA BRIDGE

Kennewick is growing primarily to the south and west. Infrastructure is being extended to the Urban Growth Area (UGA) expansion for industrial development to the south. Funding access to this area with a bridge (and future interchange) is one key project (\$13.5M). Funding a full access solution at Ridgeline (\$7.5M) is required to support the projected traffic volumes for Southridge and the UGA as well as emergency access for the Hospital and for the State Patrol. The US 395 corridor is developing as an urban business route. The City and WSDOT are working on solutions for access long envisioned by the Southridge planning processes. The new \$126M Kennewick General Hospital construction adjacent to US 395 is bringing with it development of medical facilities, commercial, and hospitality businesses. As one of the original Local Revitalization Financing projects funded by the Department of Revenue, this project has proven to date to be the most successful economic development project to result from the program.



DUPORTAIL BRIDGE

The City of Richland intends to construct a four lane bridge over the Yakima River between the SR-240 Highway and Queensgate Drive. The project will be the only local street crossing of the Yakima River in Richland, providing low-speed safe connectivity for vehicles, bicyclists, pedestrians and transit users. As a parallel route to I-182 the project will divert large numbers of local trips from the 70 mph I-182, improving safety and extending the capacity of I-182 for regional trips. The new link will support economic growth and development in the Queensgate retail zone, which is experiencing rapid growth and suffering from traffic congestion. The \$35 million dollar project cost is beyond the City's capacity. The City has invested to make this project "shovel ready" by completing the NEPA environmental review and assembling full funding for right of way acquisition. The City has also adopted a corridor improvement plan that will extend the benefits of the bridge to its downtown area, where many projects are underway adding value and vibrancy to the area.





Council Agenda Coversheet

Council Date: 09/17/2013

Category: Consent Calendar

Agenda Item: C7

Key Element: Key 6 - Community Amenities

Subject: LEASE WITH CHIN HAN DBA BOOKMARK CAFE FOR USE OF THE LIBRARY COFFEE SPACE

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute a two year lease with Chin Han dba Bookmark Café for the coffee space in the Richland Library lobby.

Summary:

Based on citizen request, the expansion of the Richland Library was built with a coffee service area in the new lobby. Steve Stoneking opened Buzz-Joy Coffee in this space shortly after the reopening of the Library. Late in 2011, his lease rights were transferred to Ethos Bakery who continued to operate the facility until earlier this year when service was discontinued. While the coffee service has been popular with library patrons and others, both of the previous operators have struggled to make it a financial success. Ethos Bakery terminated their lease earlier this year and the City has conducted a process to find a suitable operator and a good business plan to bring new life to this facility.

Staff published a Request for Information seeking to identify qualified parties interested in providing beverage and limited food service in the Library lobby. Staff also made direct contact with all those who had shown interest in this service (since 2008). From this process, four qualified parties were identified and invited to make full proposals. Three of the four responded to this Request for Proposals. A team of City staff from the Library, Economic Development, and Parks, individually evaluated the proposals. All three evaluators preferred the proposal from Chin Han. The preferred candidate offered the most complete responses on the business plan, demonstrated financial resources, strong experience and offered the highest lease rate to the City.

In negotiating the final lease terms, staff has been very candid with Ms. Han about problems encountered by previous operators. Lack of drive-thru capability, drop in summer activity, uncertain customer demands, high lease rates and restricted hours were cited by the previous operators as obstacles to profitability. Staff also conducted informal customer surveys which revealed concerns about the high cost of coffee drinks, lack of other beverage options, lack of food and beverage choices for children. Ms. Han's business plan addresses these concerns and has persuaded staff that she has a high likelihood of success.

Fiscal Impact?

☒ Yes ☐ No

The proposed lease will generate \$2,160 in the first year and \$2,400 in the second year. The operator will be responsible for all operating costs, including insurance, sanitation, normal maintenance and taxes.

Attachments:

1) Library Vendor Coffee Lease 09-11-13

City Manager Approved:

Johnson, Cindy
Sep 11, 16:31:11 GMT-0700 2013

Lease Agreement
between
The City of Richland
and
Chin Han, Sole Proprietor

Beverage and Limited Food Service in the Richland Public Library

This Agreement is made and entered into by and between the CITY OF RICHLAND, a political subdivision of the State of Washington and a City of the First Class, hereinafter referred to as “**Lessor**,” and CHIN HAN, a sole proprietor, hereinafter referred to as “**Lessee**.”

W I T N E S S E T H:

WHEREAS, the City of Richland owns the Richland Public Library located within the City of Richland; and

WHEREAS, the Lessee desires to enter into an Agreement leasing a portion of said Library to maintain and operate a beverage and limited food service concession within the Library; and

WHEREAS, the City has an interest in supporting local business and providing amenities to patrons of the Richland Public Library;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and the terms and conditions hereof, the parties agree as follows:

SECTION 1
TERMS, RENEWAL, AND TERMINATION

- 1.1 Purpose of Agreement.** For purposes of the operation of a beverage and limited food concession, the City shall allow use of a portion of the Richland Public Library described in Exhibit A, which is attached hereto and incorporated herein by reference, as follows:
- (a) Approximately 200 square feet denoted as Room 150 in the lobby of the Richland Public Library, 955 Northgate Drive, Richland, Washington. The premises include cabinetry, counter space, built-in fixtures and appliances provided by the Lessor which shall remain the property of the Lessor. In addition to the defined premises, the Lessee shall also be allowed a non-exclusive use of eastern and northern portions of the library lobby and the exterior plaza for customer seating.
- 1.2 Term of Agreement.** The term of this Lease Agreement shall be for a period of two (2) years beginning on September ____, 2013, and shall cease and terminate effective 11:59 p.m. on the ____ day of September, 2015. Upon application of the Lessee, the

City may, in its sole discretion, renew this Agreement in additional two (2) year periods subject to the right of the City to revise any of the conditions contained herein.

1.3 Rent due to the City. For such use granted hereunder, the Lessee shall make payments to the City as follows:

- (a) Year One of Lease Agreement. In exchange for use of a portion of the Richland Public Library, and to offset the costs to the City for setup and administration resulting from the use of the Library space identified in Section 1.1(a) by the Lessee, a monthly payment of **\$180.00** shall be paid to the City by 1600 hours (4:00 p.m.) on the first business day of each month. A business day is defined as any day the City of Richland is open to the public for business transactions.
- (b) Year Two of Lease Agreement. Effective on the first anniversary of the effective date of this Agreement, in exchange for continued use of a portion of the Richland Public Library, and to offset the costs to the City for administration resulting from the use of the Library space identified in Section 1.1(a) by the Lessee, a monthly payment of **\$200.00** shall be paid to the City by 1600 hours (4:00 p.m.) on the first business day of each month.
- (c) In addition to the rent amount identified above in Section 1.3, Subsection (b), the Lessee is also required to pay to the City of Richland leasehold excise tax at the rate of 12.84%, which is **\$23.11** per month, payable as set forth in paragraph 1.3(a). The City shall remit Lessee's monthly leasehold excise tax to the Washington State Department of Revenue on Lessee's behalf.
- (d) Deposit. The Lessee shall deposit with the City a sum of \$1,000.00 cash or cashier's check or money order as security to assure compliance with the terms of this Lease Agreement, and to cover any damages to City property. The security deposit shall include, but not be limited to, damage to cabinetry, counter space, built-in fixtures, appliances or furniture, or failure to pay the required leasehold excise tax. The security deposit must be delivered to the City no later than 1600 hours (4:00 p.m.) on the thirtieth (30th) day of September, 2013. In the event there are no damages or violations of terms and conditions of this Agreement, the amount deposited shall be returned to the Lessee upon termination of the lease. In the event damages are assessed or violations are corrected by the City with costs involved, only the remaining amount of the cash or check shall be returned to the Lessee. In the event that the cost of damages and/or aforementioned City corrections exceed \$1,000.00, the Lessee shall pay such excess amount to the City. The Lessee's compliance with provisions of this article shall in no way alter, affect, modify, or limit any of the covenants, conditions, or provisions of paragraph 2.7 hereof related to indemnification/insurance.

1.4 Termination. Either party may terminate this Agreement for just cause by giving the other party thirty (30) days' written notification.

- (a) Just Cause: "Just cause" shall include, but is not limited to, repeated violations of minor aspects of this Agreement, or a single violation of this Agreement which causes or may cause significant property damage or threatens the health, safety or welfare of citizens of Richland or customers of Lessee. In addition, the City

shall be deemed to have just cause to terminate this Agreement upon receipt of ten (10) or more objectively valid complaints from different customers regarding Lessee's customer service. Lessee shall be deemed to have just cause to terminate this Agreement upon a showing of lack of profitability as evidenced by four (4) or more consecutive months of declining revenue, or upon a showing of incapacitation for a period of three (3) or more weeks as evidenced by a physician's note.

- (b) Waiver: Any waiver of an infraction by the City shall not be deemed to become a waiver of any other infraction which may occur.
- (c) Duty to Attempt to Resolve: In the event a disagreement arises between the parties related to interpretation or implementation of the terms of this Agreement, the parties shall schedule a meeting within forty-eight (48) hours of receipt of written notice, one to the other, to resolve the problem or concern before pursuing any legal remedy. A termination of the Agreement shall become effective no later than thirty (30) days from the date of written notification.
- (d) Lessee's Personal Property: Upon notice of termination, Lessee shall remove all personal property from the premises within thirty (30) days. In the event the Lessee fails to remove all personal property from the premises as specified herein, the City may, at its option: 1) on the payment of one dollar (\$1.00) take title to said property; or 2) dismantle, remove and store such property at a location convenient to the City, and charge to the Lessee a fee for dismantling, removing, transporting and storing said property.
- (e) Abandonment and Disposal: In the event the City elects to dismantle and store the Lessee's personal property, the City shall store said property for no longer than ninety (90) days from the date the City reclaims possession of the premises. In the event Lessee fails to reclaim said stored personal property within ninety (90) days, the City shall regard said property as abandoned and dispose of said property as it sees fit. Lessee expressly waives any claim for damages against City for personal property not claimed by Lessee within ninety (90) days.

SECTION 2 STANDARD CONDITIONS

- 2.1 Anti-Discrimination.** The Lessee shall not discriminate against any person or persons because of race, religion, color, sex or national origin in the conduct of its operation hereunder.
- 2.2 Assignment.** Permission herein granted shall not be assignable or transferable by operation of law, nor shall the Lessee assign, transfer, mortgage, pledge, sublease, or encumber the same or any structure or thing erected, constructed or maintained by the Lessee pursuant to the permission herein granted, except with the prior written consent of the City.
- 2.3 Contracting Officer.** The Director of Parks and Recreation for the City of Richland or his/her designated representative shall be the contracting officer who shall act as the agent of the City under this Agreement. The Lessee shall be responsible to notify the City of a current contact person for the Lessee in the event of an emergency.

- 2.4 Operation Schedule.** Lessee agrees to be open to the public a minimum of twenty-four (24) hours per week, except that weekly hours of operation may be reduced by four (4) hours for every day that the Library is closed to the public. The Lessee further agrees to be open a minimum of three (3) hours in the morning no less often than six (6) days a week. With express staff authorization, Lessee may request to operate outside of the normal hours that the library is open to the public, but only when library staff are otherwise scheduled to be present in the building. At Lessee's discretion, Lessee may opt to close for business from December 24 through January 1 each year.
- 2.5 Library Closure.** The Lessee waives any claim against the City for losses suffered or allegedly suffered due to the closure of the Library for any reason.
- 2.6 Emergency Services.** The Lessee shall cooperate with City of Richland staff, including the City of Richland Police and Fire Departments, in all matters concerning safety at the premises.
- 2.7 Indemnification/Hold Harmless.** The Lessee shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers, harmless from and against all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Lessee's use of the premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by the Lessee in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- (a) In enforcing this obligation, Lessee shall also bear sole responsibility for all losses or damages arising from the operation of the concession, including:
1. The condition, use, occupancy, repair, or maintenance of the premises.
 2. Lessee's non-observance or non-performance of any law, ordinance, or regulation applicable to the concession or the premises.
 3. Willful or negligent acts or omissions of the Lessee.
 4. Costs incurred by the Lessor in obtaining possession of the premises after default by the Lessee.
 5. Costs incurred by the Lessor upon surrendering possession or early termination of the term of this Lease by Lessee.
 6. Enforcement of any covenants in this Agreement. This includes, without limitation, any liability for injury to the person or property of Lessee, its agents, officers, employees, or invitees.
- (b) Lessee waives all claims against City for damages for loss of business, damage to equipment used in or upon or about the premises, or for injury to Lessee, its agents, officers, employees, invitees in or about the premises, or from any cause arising at any time for any reason, other than for City's sole negligence or willful misconduct.
- (c) With respect to the operation of the business and use of the premises by the Lessee, and as to claims against the City, its officers, agents and employees, the Lessee expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees. Lessee

also agrees that the obligation to indemnify, defend, and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of Lessee and includes any judgment, award or costs thereof, including attorneys' fees. This waiver is mutually negotiated by and between the City and the Lessee.

2.8 Insurance. The Lessee 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 Lessee's operation and use of the leased premises.

- (a) No Limitation. Lessee's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- (b) Minimum Scope of Insurance. Lessee shall obtain insurance of the types described below:
 - 1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.
 - 2. Property insurance shall be written on an "all risk" basis.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (c) Minimum Amounts of Insurance. Lessee shall maintain the following insurance limits:
 - 1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence; \$2,000,000 general aggregate.
 - 2. Property insurance shall be written covering full value of Lessee's property and improvements with no co-insurance provisions.
- (d) Other Insurance Provisions. The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.
- (e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- (f) Verification of Coverage. Prior to execution of this Lease and annually thereafter, Lessee shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing the insurance requirements of the Lessee.

- (g) Waiver of Subrogation. Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises. This release shall apply only to the extent that such claim, loss, or liability is covered by insurance.
- (h) City's Property Insurance. City shall purchase and maintain during the term of the Lease all-risk property insurance covering the building for the full replacement value without any co-insurance provisions.
- (i) Notice of Cancellation. The Lessee shall provide the City with written notice of any policy cancellation within two (2) business days of Lessee's receipt of such notice.
- (j) Failure to Maintain Insurance. Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of this Lease Agreement, upon which the City may, after giving five (5) business days' notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

2.9 Laws, Licenses and Permits. The Lessee, at his own expense, shall comply with all federal, state and city laws and regulations with regard to construction, licenses or permits to do business (such as, but not limited to, a City of Richland Business License) and all other matters. Further, Lessee shall comply with all standards and recommendations of the state and local health departments in all matters relating to health and sanitation, including, but not limited to, the Benton-Franklin Health Department. Lessee shall immediately cease all activity on the premises upon loss of any license or permit necessary to conduct the business activity contemplated herein.

2.10 Leased Premises.

- (a) Use. Lessee shall use the premises for the purpose of providing the sale of coffee and other non-alcoholic beverages, and for the sale of food items prepared and packaged offsite. No other use is authorized under this Lease Agreement, and Lessee shall not operate or conduct any other business activity at the premises unless specifically authorized in writing to do so by the City. Further, Lessee shall not use or permit the use of the premises for any activity that violates laws or regulations governing the premises or the concession.
- (b) Acceptance. Lessee accepts the premises in the condition existing at the commencement of the term, and warrants it has inspected the premises and confirms it is acceptable for the Lessee's use. The Lessee further represents and warrants that no representation or statement or warranty, expressed or implied, has been made by or on behalf of the City as to the condition of the premises.
- (c) Additional Furniture Identified. The Lessor has provided four (4) tables with seating for sixteen (16) and additional lounge areas as well as exterior tables and chairs. Additional matching furniture may be provided by the Lessee with written permission from the Lessor. The lobby and plaza seating areas will also be available to all other library patrons, and upon forty-eight (48) hours' notice from

the Library Manager, may be reserved for library events. Lessee shall take no ownership interest in any additional furniture provided by Lessor.

- (d) Maintenance, Repair, and Sanitation. In addition and without limitation, the Lessee shall at all times during the term of this Agreement, at Lessee's own cost and expense, keep and maintain the area identified herein under Section 1.1(a) free from litter or debris. Flammable, hazardous, and/or toxic materials may not be stored onsite. Lessee shall assure that any significant source of grease or fat will not be discarded into the sewer line. The Lessee shall maintain the premises in a clean, orderly and inviting condition satisfactory to the City. All trash, including coffee grounds, generated by Lessee's operation shall be collected and disposed of by Lessee in a City-provided dumpster. The Lessee is further responsible for cleaning and maintaining in good working order the grease trap provided on the premises. Library recycling containers will be available for use by Lessee.
- (e) Timeliness and Default. All maintenance, repairs, and replacements to the premises shall be made promptly as and when necessary, time being of the essence. On default, maintenance, repairs and replacements due on the Lessee's account shall become immediately due and payable as an additional fee.
- (f) Restoration of Premises. The Lessee, at Lessee's own expense, is responsible for restoration of the premises to its original condition, to the satisfaction of the City of Richland, within forty-eight (48) hours after the termination or expiration of this Agreement.

2.11 Right of Entry. At any reasonable time, and upon providing reasonable notice to Lessee, the City may enter the premises for the purposes of inspecting the premises or performing any work which the City elects to undertake. In case of emergency, the City may enter the premises at any time without notice to the Lessee.

2.12 City's Rights. The City reserves the following rights:

- (a) Right to Reenter or Repossess. The City shall have the right to reenter or repossess the premises under the following circumstances:
 - 1. If the premises shall be deserted or vacated; or
 - 2. If proceedings are commenced against the Lessee in any court under the Bankruptcy Act or for the appointment of a trustee or receiver of the Lessee's property either before or after the commencement of the Lease term; or
 - 3. If there shall be a default in payment of rent or any part thereof for more than ten (10) days after written notice of such default has been given by the City to Lessee.
- (b) Right to Void Use Agreement Upon Default. If there shall be default in performance of any other covenant, agreement, condition, rule, or regulation herein contained or hereafter established by the City for more than twenty (20) days after written notice of such default by the City, this Agreement, if the City so elects, shall thereupon become null and void, and the City shall repossess the premises. In the event of a

default, improvements placed on the premises shall, at the City's option, become the property of the City. Otherwise the City may remove the improvements and collect costs of removal from Lessee.

- 2.13 Damage or Destruction.** If the premises are damaged or destroyed by fire or any other casualty, at City's option, City may either terminate this Agreement upon ten (10) days' written notice to Lessee, or restore the premises to the condition existing on the date of commencement of this Lease Agreement using whatever improvements are deemed necessary by the City to repair the damage.
- 2.14 Equipment.** The Lessee shall provide all the equipment necessary to operate. Equipment provided by the Lessee that does not amount to a permanent fixture or improvement to the property as contemplated under Section 2.9(b) above will remain the property of the Lessee, and may be removed upon termination of the Lease. Lessee shall not install any equipment without express approval of the City.
- 2.15 Utilities.** The City shall, at its own expense, furnish and pay for domestic water, sanitary sewer, electrical service and garbage.
- 2.16 Improvements.** All improvements must be approved by the City, and the City has sole discretion of approval. Prior to any construction, alteration, replacement, removal, or major repair of any improvements (whether City-owned or Lessee-owned), Lessee shall submit to City for pre-approval all plans and specifications which describe the proposed activity. Construction shall not proceed until City has approved the plans and specifications in writing, and a separate agreement related to the construction activity is entered into between Lessee and City. City's consent and approval shall not be required for any routine maintenance or repair of improvements made by Lessee pursuant to Lessee's obligation to maintain the Property in good order, and that does not result in construction, alteration, replacement, or major repair of any improvements on the property. The Lessee shall be responsible for paying for and obtaining all necessary permits for Lessee-initiated improvements unless other arrangements have been made with the City.

SECTION 3 SPECIAL CONDITIONS

- 3.1 Signage.** Lessee shall be responsible for all signage associated with the business, and shall only display signage upon written approval of the Contracting Officer. The Contracting Officer retains the right to review all proposed signage for content, location, and aesthetics, and may deny signage requests in his sole discretion. Lessee is responsible to ensure that all signs approved for display shall be in compliance with the City's sign code and obtain any required permits.
- 3.2 Solicitation.** Neither the Lessee, nor Lessee's employees, vendors, customers or agents may solicit funds, advertise, or promote for any business, event, or cause in the leased premises, aside from the sale of beverages and limited food items specifically sold by Lessee, without written authorization from the Contracting Officer.
- 3.3 Atmosphere.** In keeping with the quiet enjoyment of the Richland Public Library, Lessee shall not use music, loud noises, flashing or vibrant lights, or any other similar affect to

solicit customers. Lessee shall not maintain or hold for sale any product, or engage in any conduct, that releases or creates noxious odors.

SECTION 4 MISCELLANEOUS PROVISIONS

4.1 Notification. The contact point for the City shall be:

Parks and Recreation Director
500 Amon Park Drive
Richland, Washington 99352
Phone: 509-942-7463

The contact point for Lessee shall be:

Email/Phone: _____

4.2 Assignment and Subleases. Lessee shall not assign, convey or transfer this Agreement or any interest herein. Subleases are not allowed.

4.3 Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.

4.4 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

4.5 Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Lessee expressly agrees to submit to personal jurisdiction in Benton County Superior Court.

4.6 Entire Agreement. This Lease Agreement contains the entire agreement of the parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither party shall be liable to the other for any representations made by any person concerning the premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by Lessor and Lessee or their lawful successors and assigns subsequent to the date hereof.

4.7 Legal Action. The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action.

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

Signed this _____ day of September, 2013.

CITY OF RICHLAND

LESSEE

CYNTHIA D. JOHNSON

City Manager

Chin Han

Address

City, State, Zip

ATTEST:

MARCIA HOPKINS

City Clerk

APPROVED AS TO FORM:

Heather Kintzley

City Attorney



Council Agenda Coversheet

Council Date: 09/17/2013

Category: Consent Calendar

Agenda Item: C8

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: BUDGET ADJUSTMENT FOR AMERICAN WITH DISABILITIES ACT (ADA) RAMP PROGRAM

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Authorize staff to increase the Streets Fund budget by \$25,000 to implement the Community Development Block Grant funds award for the installation of Americans with Disabilities Act compliant sidewalk ramps at selected intersections.

Summary:

On August 6, 2013, Council approved the Community Development Block Grant/Home Action Plan which awarded \$25,000 to the Richland Public Works Department Americans with Disabilities Act (ADA) Ramp project. Staff determined that construction of these ramps by City forces was the best approach to meet the performance time lines for the funding program. These funds will be used to purchase the materials and support the labor for the installation of ADA ramps at selected intersections on Goethals Drive and nearby streets. Staff estimates that 60%, or \$15,000 of the project budget, will be needed for materials and the remaining funds, \$10,000, will be needed for labor. Staff proposes to increase the budgets for part-time labor and construction materials accordingly.

Upon approval by Council the work will begin within seven days.

Fiscal Impact?

☒ Yes ☐ No

The awarded CDBG funds will result in an increase of \$25,000 in revenues and appropriated expenditures in the Streets Fund budget, with expenditures split among materials and part-time labor. Materials are anticipated to be \$15,000. The anticipated labor costs are \$10,000.

Attachments:

City Manager Approved:

Johnson, Cindy
Sep 11, 16:27:45 GMT-0700 2013



Council Agenda Coversheet

Council Date: 09/17/2013

Category: Consent Calendar

Agenda Item: C9

Key Element: Key 2 - Infrastructure & Facilities

Subject: AGREEMENT WITH TCA ARCHITECTURE, IN PARTNERSHIP WITH THE CITY OF KENNEWICK

Department: Fire and Emergency Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute, in partnership with the City of Kennewick, a consulting services agreement with TCA Architecture & Planning Inc. for fire station planning and design.

Summary:

The Cities of Richland and Kennewick are both in the process of adding an additional fire station to their respective fire departments. In an effort to find cost savings wherever possible, the Cities have agreed to jointly pursue the development of a shared fire station design that will serve the space/capacity needs of each fire department. This collaborative effort requires the execution of a consulting agreement with TCA Architecture & Planning Inc., the architectural firm that has been selected by the parties to create the design manual and schematic design.

This agreement will carry the parties in their collaborative effort through the planning and design phases of the fire station projects. Opportunities for continued collaboration during the construction phase will be addressed separately after conclusion of the planning and design phase since timing for construction in each City will significantly impact the Cities' ability to share in construction costs.

The attached agreement has been reviewed and approved by legal counsel for both cities, and the final agreement is slated for presentation to the Kennewick City Council for approval on September 17, 2013, at a regularly scheduled Kennewick City Council meeting. Pursuant to the agreement, designs are to be completed by December 31, 2013.

Fiscal Impact?

☒ Yes ☐ No

The Cities will share the cost of these two phases (design manual and schematic design) equally. Significant discounts were negotiated as a result of this collaborative effort. Council approved the necessary funding transfer of \$32,639 from the Fire Equipment reserve into the Fire Department budget for the City's share of these expenses on August 27, 2013.

Attachments:

1) Proposed Agreement

City Manager Approved:

Hopkins, Marcia
Sep 13, 08:54:27 GMT-0700 2013

AGREEMENT BETWEEN OWNER AND CONSULTANT

FIRE STATION PLANNING AND DESIGN

THIS AGREEMENT, entered into this 17th day of September, 2013, by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington 99336, and the City of Richland, 505 Swift Blvd., Richland, Washington 99352 (hereinafter referred to as "Owners"), and TCA Architecture & Planning Inc., 6211 Roosevelt Way NE, Seattle, Washington 98115 (hereinafter referred to as the "Consultant").

WITNESSETH:

1. GENERAL DESCRIPTION OF WORK

The Owners do hereby employ the Consultant to provide consulting services required for completing design services for use by the City of Kennewick and City of Richland. The Consultant shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement.

2. SCOPE OF WORK

Services to be provided by the Consultant are detailed in the attached Exhibit A.

3. GENERAL REQUIREMENTS

The Consultant shall attend coordination meetings, progress and presentation meetings with the Owners, or such City officials, groups or individuals as may be requested by the Owners. The Owners will provide the Consultant sufficient notice prior to meetings requiring Consultant participation.

4. TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the Owners. Consultant agrees to use best efforts to complete all work described under this Agreement by **December 31, 2013**. The Consultant shall not be responsible for any delays which occur due to no fault of its own or which could not have been reasonably foreseen by the parties at the time this Agreement was executed.

5. PAYMENT

- A. The Consultant shall be paid an amount of sixty-five thousand two hundred and seventy eight dollars (\$65,278.00) by the Owners to complete the services rendered under this Agreement. Such payment shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A.
- B. The maximum total amount payable by the Owners to the Consultant under this Agreement shall not exceed the dollar amount identified above.

- C. Partial payments shall be paid by the Owners to the Consultant at the completion of deliverables as follows, and not before:

Scope of Work to be Provided by TCA for New Fire Station

Item	Date	Cost
Prototype Fire Station Design Manual	11/30/2013	\$23,450.00
Fire Station Schematic Design	12/31/2013	\$41,828.00
Total		\$65,278.00

- D. Invoices related to the deliverables identified above shall be remitted to the City of Kennewick for processing and payment. All invoices not in dispute by the Owners will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. No payment as identified under Section 5 Subsection C above shall be rendered to Consultant until the designs are reviewed and accepted by each respective City, with said satisfaction being communicated to Consultant.
- E. The Consultant and his/her sub-consultants shall keep available for inspection by representatives of the City, the State of Washington, and the United States for a period of three (3) years after final payment the cost records and accounts pertaining to this Agreement and all items relating to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

6. EMPLOYMENT

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

7. OWNERSHIP OF DOCUMENTS

- A. The Owners and the Consultant warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the project. If the Owners and the Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.
- B. The Consultant and sub-consultants shall be deemed the authors and owners of their respective Instruments of Service, including drawings and specifications, and shall retain all common law, statutory and other reserved rights including copyrights.

Submissions or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the project are not construed as publication in derogation of the reserved rights of the Consultant.

- C. Upon execution of this Agreement, the Consultant grants the Owner a non-exclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the project, provided that the Owners substantially perform their obligations, including prompt payment when due under this Agreement. The Consultant shall obtain similar non-exclusive licenses from the Consultant's sub-consultant(s) consistent with this Agreement. The license granted under this section permits the Owners to authorize the contractor, sub-contractors and materials and equipment suppliers, as well as the Owners' consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the project.
- D. In the event the Owners use the Instruments of Service without retaining the author of the Instruments of Service, the Owners release the Consultant and Consultant's sub-consultant(s) from all claims and causes arising from such uses. The Owners, to the extent permitted by law, further agree to indemnify and hold harmless the Consultant and sub-consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by a third person or entity to the extent such costs and expenses arise from Owners use of the Instruments of Service under this section.
- E. Except for the licenses granted in this article, no other license or right shall be deemed granted or implied under this Agreement. The Owners shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Owners may make, or permit to be made, any modifications to the plans and specifications they deem necessary without obtaining the prior authorization of the Consultant; provided, however, that any unauthorized use of the Instrument of Service shall be at the Owners' sole risk and without liability to the Consultant and the Consultant's sub-consultants.

8. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice as provided in Section 21 of this Agreement. In the event this Agreement is terminated by the Consultant, the Owners will be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the Owners terminates this Agreement, the Owners shall pay the Consultant for the work performed an amount equal to the percentage of completion of the work as mutually agreed between the Owners and the Consultant.

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

9. DISPUTE RESOLUTION

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

All disputes between the Owners and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the Owners and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action. Arbitration of all claims will be in accordance with the Arbitration Rules of the American Arbitration Association.

10. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

11. E-VERIFY REQUIREMENTS FOR CONTRACTORS

- A. The Consultant and any subcontractors who enter into agreements to provide services or products to the Owners shall comply with and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract.
- B. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. The Consultant shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Consultant shall continue participation in E-Verify throughout the course of the Consultant's contractual relationship with the City. If the Consultant uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Consultant. The Consultant shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the Owners' request for such proof.
- C. All Consultants doing business for Owner City of Kennewick are required to comply with this clause. There is no minimum dollar value for contracts affected. This includes all subcontractors employed by the general contractor on these contracts.
- D. E-Verify must be used only for new hires during the term of the contract. It is not to be used for existing employees. E-Verify must be used to verify the documentation of any new employee during the term of the contract, not just those directly or indirectly working on deliverables related to this joint City of Kennewick-City of Richland contract.

- E. Contracts for “Commercial-Off-The-Shelf” items are exempted from this requirement, as are individuals, companies, or other organizations that do not have employees.
- F. All Consultants will retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security and sign and submit to Owner City of Kennewick an Affidavit of Compliance with their signed contract. All General Contractors will be required to have their subcontractors sign an Affidavit of Compliance and retain that Affidavit for four (4) years after end of the contract.
- G. Owner City of Kennewick has the right to audit the Consultant's compliance with the E-Verify Ordinance.

12. ATTORNEY'S FEES

In the event of a dispute, each party, regardless of outcome, will pay its own costs and attorney's fees.

13. INSURANCE

For the duration of this Agreement, the Consultant shall maintain Commercial General Liability and Automobile Liability insurance as will protect the Owners from claims for bodily injury, or death, or property damage which may arise from the negligent performance by Consultant or its employees in the functions and services required under this Agreement. Said insurance shall be at the minimum amounts specified in Section 5.56.240 of the Kennewick Municipal Code (minimum combined single-limit coverage of \$1,000,000.00). The City of Kennewick and the City of Richland shall be named as additional insureds on the policy, and the policy shall provide thirty (30) days' notice in the event of cancellation. The Consultant shall also maintain Professional Liability insurance in the amount of \$1,000,000.00. Certificates of the above requirements shall be provided to the Contracting Officer of the City of Kennewick as a condition to the Owners issuing to the Consultant a Notice to Proceed.

- A. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Owners' recourse to any remedy available at law or in equity.
- B. Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- C. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.
- D. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Owners may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with

any sums so expended to be repaid to the Owners on demand, or at the sole discretion of the City, offset against funds due the Consultant from the Owners.

14. INDEMNIFICATION/HOLD HARMLESS

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

Consultant further agrees to indemnify the Owners against any claim or suit and the costs thereof brought by any of the Consultant's employees, sub-consultants, or sub-consultant's employees, whether brought pursuant to the Worker's Compensation Act, RCW Title 51, or otherwise, and the Consultant waives any immunity whatsoever with respect to such indemnification. Owners agree to indemnify and hold the Consultant harmless for any claims, cause of action, injury, damage or loss, including attorney's fees, caused by the sole negligence of the Owner, its agents or employees, in the performance of this Agreement.

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. EQUAL OPPORTUNITY AGREEMENT

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

18. PARTIAL INVALIDITY

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

19. CHANGES OF WORK

The Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the

Consultant is responsible for preparing or furnishing under this Agreement, when required to do so by the Owners, without additional compensation thereof.

Should the Owners find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the Owners. This work shall be considered as Extra Work and will be paid for as herein provided under Section 20, Extra Work.

20. EXTRA WORK

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

21. CONTRACTING OFFICER – NOTICE

The Parks and Recreation Director for the City of Kennewick or her designated representative shall be the contracting officer who shall act as the agent of the Owners under this Agreement. All notices required to be given to Owners or Consultant under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested. They parties may, upon mutual agreement, determine to accept notice via email.

Notices shall be given to the following:

For the Owners:

Maxine Whattam
Parks & Recreation Director
City of Kennewick
210 W. 6th Avenue
Kennewick, WA 99336
Business Phone: 509-585-4362
Email: Maxine.Whattam@ci.kennewick.wa.us

For the Consultant:

Brian Harris
TCA Architecture & Planning Inc.,
6211 Roosevelt Way NE
Seattle, Washington 98115
Business Phone: 206-522-3830 ext. 101
Contact Email: brian@tca-inc.com

22. COMPLETE AGREEMENT

This Agreement and all documents incorporated by reference contain the entire agreement of the parties hereto and supersede all previous understandings and agreements, written and oral, with respect to this transaction. No party shall be liable to the other for any representations made by any person regarding the terms of this Agreement except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument by the Owners and the Consultant, or their lawful successors and assigns, subsequent to the date hereof.

23. CONTRACT CONTENTS

The Contract Documents consist of this Agreement, which is specifically incorporated by reference, and all modifications and change orders issued subsequent to execution of

this Agreement, if any. These documents, together, form the complete Agreement between the parties, and all are as fully a part of the Agreement as if attached to this Contract or repeated herein. The Memorandum of Understanding between the City of Kennewick and City of Richland regarding Fire Station Planning and Design, and the October, 2010 Master Interlocal Partnership and Collaboration Agreement between the City of Kennewick and the City of Richland, are cited herein for reference only, and are not binding on the Consultant.

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

CITY OF KENNEWICK, WASHINGTON

TCA ARCHITECTURE & PLANNING, INC.

Marie E. Mosley
City Manager

Brian Harris
Principal

ATTEST:

Linda Spier, City Clerk

CITY OF RICHLAND, WASHINGTON

APPROVED AS TO FORM:

Lisa Beaton, City Attorney

Cynthia D. Johnson
City Manager

ATTEST:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

Exhibit A - Scope of Work to be provided by TCA for New Fire Station

Purpose:

This Scope of Work (SOW) is issued by the cities of Kennewick and Richland for TCA Architecture Planning (TCA) to provide programming services for a prototype fire station design manual followed by schematic design for the construction of two new fire stations, as well as potential future fire station construction projects.

Project Overview:

The cities of Kennewick and Richland Fire and Emergency Services Departments are in the process of gathering information on the feasibility and associated costs to build two new fire stations to better meet the present and future needs of our communities. TCA will work closely with the joint Board to provide those services necessary to complete the following:

- Pre-Design Work / Analysis - To identify space requirements and functional needs. (Provide Prototype Fire Station Design Manual)
- Schematic Design - To result in appropriate schematic drawings for each building. (Provide Fire Station Schematic Design)

Teamwork and communication are paramount. TCA will work closely with various stakeholders and groups in our Kennewick and Richland communities to assure any plan will meet the needs and desires of community members. TCA will present and explain the resulting work and the various considerations and steps taken to reach the programming conclusions.

Scope of Work:

- Building site evaluations to the extent relevant to the programming phase of the projects.
- Conduct input and feedback programming sessions with members of both the Kennewick and Richland fire departments. [Equal effort in both cities]
- Provide input and feedback mechanisms to other Kennewick and Richland staff, including elected officials and executive administrators. [Equal effort in both cities]
- Provide input and feedback opportunities to Kennewick and Richland citizens. [Equal effort in both cities]
- Develop basic concept drawings reflecting numerous design considerations to promote programming effectiveness.
- Introduce the use of “green building” principles.

Provide full written documentation of the programming work, assumptions, findings, and conclusions, to include a final version of the standardized elements and features common to all fire station projects, along with, but not limited to, standardized options for different station aspects, site topography, and land availability, where appropriate.

Payment shall be rendered upon receipt of the following deliverables:

Item	Date	Cost
Prototype Fire Station Design Manual	11/30/13	\$23,450.00
Fire Station Schematic Design	12/31/13	\$41,828.00
Total		\$65,278.00



Council Agenda Coversheet

Council Date: 09/17/2013

Category: Consent Calendar

Agenda Item: C10

Key Element: Key 7 - Housing and Neighborhoods

Subject: SUBRECIPIENT AGREEMENTS WITH PASCO AND KENNEWICK FOR THE HOME PROGRAM

Department: Community and Development Services

Ordinance/Resolution:

Reference: Res. No. 41-13

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to execute 2012 and 2013 Subrecipient Agreements with the Cities of Kennewick and Pasco for the disbursement and management of U.S. Department of Housing and Urban Development funding under the HOME program.

Summary:

A 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.

Richland is the lead member of the consortium. The basic operation of the consortium remained unchanged from 1996 to 2012. In October 2012, a HUD audit identified a number of modifications that needed to be made as to how the Consortium operated to bring the program into compliance with HUD guidelines. The consortium members worked with a Technical Advisor provided by HUD on implementing these changes.

The first step was revising the Cooperative Agreement that governs the 2014-2016 term of the consortium, which was adopted by Council at their June 18, 2013, meeting with Resolution No. 41-13.

The next step is the adoption of Subrecipient Agreements between Richland, as lead member, and the Cities of Pasco and Kennewick, as member cities. HUD has advised that the Subrecipient Agreements will need to cover HOME activities for 2011, 2012 and 2013. There will be multiple agreements, but each will follow the form of the attached. HUD's Technical Advisor indicated that passing these agreements prior to September 30, 2013, the end of the federal Fiscal Year, will ensure the audit finding is closed per HUD requirements. These agreements are equivalent to similar agreements passed between the HOME Consortium and groups such as Habitat for Humanity.

Fiscal Impact?

☐ Yes ☒ No

While there is no direct fiscal impact from passing the proposed Subrecipient Agreement, administering the HOME Program is having an increased financial impact on the HOME Consortium and its members. Staff from all three Cities are working together to identify a way to resolve the issue and share this information with their respective Councils.

Attachments:

- 1) Subrecipient Agreement for HOME
- 2) Subrecipient Agreement for Admin

City Manager Approved:

Hopkins, Marcia
Sep 13, 08:55:35 GMT-0700 2013

TRI-CITIES HOME CONSORTIUM
SUBRECIPIENT WRITTEN AGREEMENT
DOWNPAYMENT ASSISTANCE MANAGED BY SUBRECIPIENT

This HOME Program Subrecipient Agreement is made and entered into as of the _____ day of _____, 20____, between the City of Richland, Lead Entity of the Tri-Cities HOME Consortium, 505 Swift Avenue, Richland, Washington, hereinafter referred to as "Consortium," and _____, a member City of the Consortium, whose address is _____, hereinafter referred to as "Subrecipient." This Agreement is authorized by Title II, Sections 216 and 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and the correlating federal regulations found at 24 CFR Part 92, together known as the HOME Investment Partnerships (HOME) Program.

W-I-T-N-E-S-S-E-T-H:

I. RECITALS

WHEREAS, the Federal Government has made funds available to the Consortium pursuant to the HOME Program CFDA 14.239 to increase the number of families, especially low income families, served with decent, safe, sanitary and affordable housing, and to expand the long term supply of affordable housing; and

WHEREAS, the Consortium seeks to invest a portion of its HOME allocation to support affordable home ownership opportunities through the provision of Downpayment Assistance to eligible homebuyers; and

WHEREAS, the HOME Program authorizes contracts with public agencies to carry out the objective identified above; and

WHEREAS, the City of Richland has been designated as the Lead Entity of the Tri-Cities HOME Consortium as delineated in the "Tri-Cities HOME Consortium Agreement;" and

WHEREAS, the Lead Entity is responsible for the distribution of funds to the Subrecipient(s) who manage projects utilizing said HOME funds; and

WHEREAS, the Lead Entity is also responsible for monitoring, reporting, and record-keeping to assure compliance with federal regulations of the HOME Investment Partnership Program; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") requires the Lead Entity to execute Subrecipient Agreements when applicable;

NOW, THEREFORE, the parties, for and in consideration of the promises and mutual obligations set forth below, agree as provided for in this Agreement.

II. Definitions

Section 1 – Definitions (92.2)

Downpayment Assistance - HOME funds provided to assist eligible buyers in purchasing eligible homes. This may include any form of direct assistance to buyers—down payment loan, selling a home at a price below fair market value, principal reduction, and/or prepay and closing cost assistance.

HOME Funds - The total amount of HOME Program dollars being provided to the Subrecipient under this Agreement.

HOME Assisted Unit - Those units in the Project, which are assisted with the use of HOME Funds in the form of Downpayment Assistance

Lead Entity - 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 (City of Richland). 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.

Project - The activity and result for which HOME Funds are being provided under this Agreement. Under this Agreement, “Project” refers exclusively to HOME Downpayment Assistance.

Project Delivery Costs - Reasonable and necessary costs incurred by the Subrecipient and/or Lead Entity associated with the financing housing assisted with HOME funds. These may include, but are not limited to, direct staff costs for work associated with a specific address and costs for services required by private lenders.

Regulations - The requirements in 24 CFR Part 92 which govern the HOME Investment Partnership Program and the use of HOME Funds, and all related and applicable OMB Circulars, Codes, Regulations, State of Washington, and local requirements. Subrecipient agrees to comply, and, as applicable, to require all third parties to comply with the requirements of the regulations. Should anything in this Agreement be construed to conflict with HOME regulations, the regulations shall prevail.

Subrecipient Administrator - HOME Consortium member(s) other than the non-Lead Entity who perform some HOME administrative roles as delineated under separate, specific HOME written Agreements. This term refers to the City of Kennewick and/or the City of Pasco.

Tri-Cities HOME Consortium - The particular Consortium operating under the HOME Program consisting of the Cities of Kennewick, Pasco, and Richland. These three cities are each “Consortium Members.”

III. Agreement

Section 2 – The Project (92.205)

HOME Funds are being made available to the Subrecipient for the purpose of promoting affordable housing to very low (50% and below median), and low-income (51% to 80% median) households through the provision of Downpayment Assistance, hereinafter called the "Project."

Project Description and Schedule of Completion:

Use of HOME funds:	Provision of direct assistance to buyers - down payment loan, selling a home at a price below fair market value, principal reduction, and/or prepay and closing cost assistance. Program may be city-wide or limited to areas targeted for revitalization.
Role of Subrecipient:	Program marketing, intake and screening of prospective homebuyers, thorough buyer underwriting, income calculation and documentation, executing required agreements with buyers, recordkeeping, and ensuring long-term compliance.
Role of Lead Entity:	Final buyer underwriting and approval. Data entry into IDIS.
Date funds must be committed:	
Date funds must be expended:	

The Subrecipient acknowledges and agrees that time is of the essence in this Agreement. HOME funds uncommitted as of the _____ day of _____, 20__ will be eligible for redistribution by the Lead Entity to another qualified applicant/project unless written extension approval is made between all signatory members of this Agreement prior to the date of expiration.

All project work will be completed no later than _____. Failure to complete the project as agreed upon, or to comply with HOME Program and other applicable local, state or federal requirements, can result in a breach of this Agreement and cause any HOME funds drawn or incurred to become immediately due and repayable to the City of Richland, Lead Entity for the Tri-Cities HOME Consortium.

Section 3 – Sources and Uses of Funds (92.504)

The total amount of HOME Funds to be allocated to the Project is \$ _____.
HOME Funds to be allocated are consortium fiscal year (Jan-Dec) _____ funds.
The limit of financial exposure for the Consortium is specifically \$ _____.

The Subrecipient will lend funds to individuals in an amount sufficient to make the homes affordable per underwriting guidelines established by the Consortium. The Subrecipient, and/or Consortium Member, will be named as mortgagee on the properties secured by a recorded Deed and Note as required by 24 CFR 92.254 for a period not less than the period of affordability. The HOME funds shall be no lower in priority than second position on the property unless prior written authorization is granted by the Consortium. The property must be used as the household's primary residence during the term of the HOME Program loan for both homebuyer and homeowner projects.

Section 4 – Income Eligibility (5.609)

Homebuyers assisted with HOME funds must have household incomes at or below 80% of Area Median Income, as published annually by the Department of Housing and Urban Development. Income documentation will be in a form consistent with HOME requirements as stated in the HUD handbook “Technical Guide for Determining Income and Allowances Under the HOME Program,” 24 CFR Part 5. Documentation of household income must be examined in accordance with Consortium HAP guidelines and projected for the next 12-month period to determine income eligibility. Household income must be re-examined to determine continued eligibility for the HOME Program if the loan closing or recordation of the Deed of Trust occurs later than 6 months from initial income verification. All household members aged 18 or older must certify their gross annual income, including household members who declare no income and non-related adults sharing a household.

Section 5 – Minimum HOME Investment (92.205(c))

Homeownership projects must meet the minimum per-unit subsidy amount at 24 CFR 92.205(c), currently established as a minimum of \$1,000.

Section 6 – Maximum HOME Investment (92.250)

The Consortium’s maximum allowed Downpayment Assistance is \$24,000 per household, or an amount not to exceed 20% of the purchase price.

If Consortium HOME assistance is provided to a household that is receiving HOME assistance, total HOME investment must not exceed the HOME subsidy limits set at 240% of the per unit dollar limits established under Section 221(d)(3)(ii) of the National Housing Act (12 USC 17151(d)(3)(ii)) for elevator-type projects that apply to Area 4 Benton and Franklin counties (per 24 CFR 92.250). HUD periodically establishes this amount, and once known, the Lead Entity is responsible for forwarding these limits to Subrecipient.

If Downpayment Assistance is provided to a buyer purchasing a home developed with HOME funds, this activity must fall under the provisions of a HOME written agreement between the Subrecipient and the Lead Entity separate from this Agreement.

Section 7 – Maximum Purchase Price (92.254(a)(2))

HOME funds are intended to provide modest housing. The maximum purchase price for existing standard housing cannot exceed 95% of the median area purchase price for single family housing in the jurisdiction as determined annually by HUD, or as determined by the Consortium with written approval from HUD. A newly-constructed home may not exceed the maximum purchase price limit as established annually by HUD. In addition, the purchase price of a property may not exceed the appraised value of the property.

Section 8 – Displacement/Relocation Requirement (92.353) and URA

Any project that might displace a person, family, business, non-profit organization, or farm must be approved by the Consortium prior to any commitment of HOME funds for the project, or of entering into any type of agreement, whether verbal or written, with another party. Failure to receive prior approval may cause the forfeiture/repayment of any and all sums under this Agreement by the Subrecipient.

Section 9 – Environmental Review (92.352)

The effects of each activity related to the Project must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and the related authorities in 24 CFR Parts 50 and 58, and as detailed in 24 CFR 92.352. The Subrecipient must, **prior** to committing or undertaking any activity that has physical impacts or limits the choice of alternatives with respect to the Project, regardless of whether such activity is to be funded by the HOME Program or other funds, comply, to the extent applicable, with the regulations found at 24 CFR Part 58. For HOME activities involving only Downpayment Assistance, the 58.6 “Short Form” shall be completed to ensure that there is no environmental impact to the project.

Although the Consortium assumes overall responsibility for the environmental review, the Subrecipient agrees to assist in providing information relating to the environmental review. All applicable environmental review and mitigation requirements as provided in 24 CFR 58.5 must be completed by the Lead Entity and approved by the U.S. Department of Housing and Urban Development. The Subrecipient will abide by any special conditions, procedures and requirements of the environmental review, and will advise the Consortium of any proposed change in the scope of the Project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

The Subrecipient may not use any of the HOME Funds for acquisition or construction in identified special flood hazard areas unless the Project is subject to the mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973.

Failure to comply with this provision will cause an immediate cancellation of this Agreement and forfeiture/repayment of HOME funds.

Section 10 – Disbursement of Funds (85.22)

The Subrecipient may request funds under this Agreement only when a written agreement (per 24 CFR 92.504(c)) has been fully executed, the funds are needed for payment of specific allowable costs (per 24 CFR 92.206), and only in amounts needed to pay such costs as identified in 24 CFR 85.22. The Subrecipient shall be reimbursed for eligible project costs after review and approval by the Consortium of invoices, statements and other billings, supporting documentation, and property inspection, if applicable. Upon prior approval from the Lead Entity, the Consortium may pay a vendor or contractor directly.

Section 11 – Relationship

The relationship of the Subrecipient to the Consortium shall be that of an independent agency. Nothing herein shall be deemed to create the relationship of employer/employee or principal/agent between the parties.

Section 12 – Modifications and Amendments

This Agreement may only be amended in writing signed by the Consortium and the Subrecipient. All modifications and amendments to this Agreement shall be in writing; such modification or amendment shall not take effect until specifically approved in writing by the Lead Entity of the Consortium and signed by all parties to this Agreement.

Section 13 – Waivers

No conditions or provisions of this Agreement shall be waived unless approved by the Consortium in writing.

Section 14 – Assignment

The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement to any party (whether by assignment or novation) without prior written consent of the Consortium.

Section 15 – Severability

If any provision of this Agreement, or portion thereof, is held invalid by any court of rightful jurisdiction, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable Federal and State law(s) and regulations and can be given effect without the invalid provision.

Section 16 – Insurance and Bonds

The Subrecipient and its employees, volunteers, contractors or consultants shall carry throughout the life of this Agreement General Liability Insurance, Comprehensive Automobile Liability Insurance, and other such coverage as may be appropriate or required by State or Federal law, for the services to be performed. This insurance shall include the following:

1. Professional Legal Liability: Subrecipient shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Subrecipient's profession and shall be written subject to limits of not less than \$1 million per claim and \$1 million policy aggregate limit. The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the work for this Agreement. Coverage shall not exclude bodily injury, hazards, or property damage related to the work in this Agreement, including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement.
2. Worker's Compensation (Industrial Insurance): Workers' Compensation insurance as required by Title 51 RCW shall be maintained, and Subrecipient shall provide evidence of coverage if so required.
3. Commercial General Liability: Commercial General Liability coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury. The insurance shall include the Consortium, its members, officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded as an additional insured. If this Agreement is over \$50,000 then Employers Liability Coverage shall also be maintained. Coverage shall include limits of not less than \$1 million per occurrence, and \$2 million aggregate.
4. Automobile Liability: Business Automobile Liability insurance with a minimum combined limit no less than \$1 million per accident for bodily injury and property damage shall be maintained. Coverage shall include owned, hired, leased, and non-owned automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a

substitute form providing equivalent liability coverage. If deemed necessary, the policy shall be endorsed to provide contractual liability coverage.

Insurance is to be placed with insurers with a current A.M. best rating of not less than A: VII. Subrecipient shall furnish the Consortium with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements prior to the commencement of the work.

The insurance coverage shall be primary with respect to any insurance or self-insurance covering the Consortium, its members, elected and appointed officers, officials, employees and agents. Any insurance, self-insurance, or insurance pool coverage maintained by the Consortium shall be excess of the Subrecipient's insurance and shall not contribute with it. Subrecipient shall give 30 days' prior written notice by certified mail, return receipt requested, to the Consortium prior to any attempt to cancel any insurance policy maintained under this Agreement.

Section 17 – Procurement Standards (84.40-48 Non Profit or 85.36(b) Government)

If applicable to its Downpayment Assistance program, the Subrecipient will establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. At a minimum, the Subrecipient shall comply with the nonprofit procurement standards at 24 CFR 84.40-48, or 24 CFR 85.36(b) for governmental entities.

Section 18 – Program Income (92.503) and Administrative Funds (92.207)

Program income must be remitted to the Lead Entity within thirty (30) days of receipt to assist the Consortium from drawing additional funds from the U.S. Treasury. The Subrecipient will provide information as to the Project that generated the funds. Subrecipient will be eligible to use 10% of its own generated program income for administrative purposes, and the balance of 90% will be distributed to projects in accordance with the approved Annual Action Plan.

Section 19 – Match Requirement (92.218)

The HOME program requires a non-federally funded 25% match to funds drawn from the federal government. The Subrecipient is required to document sources of match, both cash and in kind, and submit this information quarterly to the Lead Entity. The Subrecipient is responsible for tracking and reporting any HOME Match generated by its Downpayment Assistance Program. As written in the Tri-Cities HOME Consortium Agreement:

Should the Consortium's accrued HOME 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 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.

Section 20 – Period of Compliance/Period of Affordability (92.254(b)4 Owner or 92.252(e) Rental

The HOME-assisted housing must meet the affordability requirements established at 24 CFR 92.254(4) for owner-occupied units, or for a period not less than specified in the following table:

Homeownership Assistance HOME amount per unit*	Minimum Period of Affordability In Years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15

This period of compliance is called the “Period of Affordability” for the Project, beginning after the Project is completed and occupied by an eligible household, and without regard to the term of the loan or the transfer of ownership, except as noted below. The terms of affordability and reporting requirements must be conveyed to the owner.

Section 21 – Termination of Period of Affordability (92.254(a)(5)(i)(A))

The applicability of the regulations may be terminated upon foreclosure or transfer in lieu of foreclosure. The applicability of the affordability regulations shall be revived according to the original terms if during the original Period of Affordability, the owner of record, before the foreclosure or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property. Subrecipient may use purchase options, rights of first refusal, or other preemptive rights to purchase the housing before foreclosure in order to preserve affordability.

Section 22 – Recapture Requirements (92.254)

Section 215 of the HOME statute requires that to be classified as affordable housing, the property must have an initial purchase price that does not exceed 95% of the median purchase price for the area, the house must be the principal residence of an owner who qualifies as low income (80% or below median as established annually by HUD) at the time of purchase, and be subject to either resale or recapture provisions. The Consortium uniformly applies the recapture provision to ensure affordability as set forth in 24 CFR 92.254(a)(4), and 24 CFR 92.254(a)(5)(ii)(A)(1) and (A)(2), and (A)(5). Homebuyer direct assistance including downpayment, closing costs and other direct subsidies such as principal reduction, interest buy-downs, etc. are subject to recapture provisions. It also includes any HOME investment that reduced the initial purchase price from fair market value to an affordable price (direct subsidy), and/or principal and interest balance.

Deed of Trust restrictions, promissory notes, and written agreements are required on each HOME assisted unit during the period of affordability, with specific loan terms and conditions established by each member of the Consortium. These documents enforce the recapture provision throughout the period of affordability, which starts when all funds have been drawn, information has been entered into HUD’s Integrated Disbursement and Information System (IDIS), and the Project has been closed in IDIS.

Recapture is triggered by any transfer of title, either voluntary or involuntary, or if the housing does not continue to be the principal residence of the family during the period of affordability. This period is not contingent on loan terms and an amortization period.

If the property is not used as the primary residence yet is held in ownership by the HOME-assisted owner, under recapture provisions the entire HOME investment must be repaid, less any HOME Program principal repayments already made, but is not subject to prorated or other reductions during the period of affordability.

Recaptured funds from the sale are determined by the amount of net proceeds available from the sale. Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. The amount recaptured will not exceed the total net proceeds available. Funds that are recaptured from the sale or transfer of property during the period of affordability must be immediately returned to the City of Richland, as Lead Agency of the Consortium.

Recapture Provisions

There are two options that the Tri-Cities HOME Consortium will use to structure its recapture provisions:

1. **Direct HOME Subsidy.** In this option, the PJ recaptures the entire amount of the direct HOME subsidy provided to the homebuyer before the homebuyer receives a return. The recapture amount is limited to the net proceeds available from the sale of the property during the period of affordability. If there are insufficient net proceeds available at sale, the homebuyer is not required to repay the difference between the total direct HOME subsidy and the amount that is available from net proceeds, and the PJ is not required to pay the difference to HUD.

Example: A homebuyer receives \$9,000 of direct HOME Downpayment Assistance to purchase a home at zero percent interest. The homebuyer sells the home after three years, during the required 5-year period of affordability. The PJ would recapture, assuming there are sufficient net proceeds, the entire \$9,000 direct HOME subsidy. The homebuyer would receive any net proceeds in excess of \$9,000.

2. **Reduction During the Affordability Period.** The direct HOME subsidy or a designated portion of the loan is reduced based on the time the homebuyer has owned and occupied the housing, measured against the required affordability period. The pro-rata amount recaptured cannot exceed what is available from net proceeds.

Example: A homebuyer receives \$10,000 of HOME Downpayment Assistance and purchases a home developed with HOME funds for \$10,000 below fair market value. The total direct HOME subsidy to the homebuyer is \$20,000 and requires a 10-year period of affordability. If the homebuyer sells the unit in year 5 of the 10-year period of affordability, the PJ would forgive 50% of the direct HOME subsidy and recapture 50% of the direct HOME subsidy, or \$10,000 of the \$20,000 initial HOME investment, assuming that there are sufficient net proceeds available.

Kennewick provides an amount up to \$9,000 as gap financing, which is not forgiven and must be repaid as described above under "Direct HOME Subsidy" if the property is sold during the period of affordability.

The City of Pasco Downpayment Assistance Program provides loans up to \$9,000 to assist homebuyers in purchasing an existing home in Pasco. If the homebuyer sells the home during the period of affordability, funds will be recaptured under both programs as described under "Direct HOME Subsidy" above.

The City of Richland Infill Homeownership Program provides funds up to a maximum of \$24,000 to assist homebuyers in the purchase of an existing, or newly-constructed home in Richland. Funds will be recaptured as described under “Direct HOME Subsidy” as identified above.

To preserve affordability, Consortium members may use purchase options, rights of first refusal, or other preemptive rights to purchase previous HOME assisted housing prior to foreclosure or at a foreclosure sale. HOME funds may not be used to repay a HOME loan or investment. The additional HOME assistance, combined with the initial HOME investment, may not exceed the maximum per unit subsidy limits established at 221(d)(3) for elevator construction. The affordability restrictions may terminate upon foreclosure, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to HUD. However, affordability restrictions must be revived per the original terms if during the original affordability period, the owner of record, before the termination event, obtains an ownership interest in the housing.

Section 23 - Subordination

Subrecipient acknowledges that subordination of the initial HOME Program loan will be allowed if the borrower is refinancing the first mortgage and all of the criteria are met:

1. The borrower must maintain sufficient equity of at least 10% of the current value of the home.
2. The City/Consortium lien position does not change or go to a lower tier position.
3. The borrower is refinancing the existing debt to lower the first lien right interest rate of no less than 1%.
4. No cash equity to the borrower.
5. No cash equity to pay off any borrower debt.
6. The title report is acceptable to the City/Consortium; and
7. The borrower must have gross household income at or below 80% of median at the time of the request for subordination.

Documentation will be required and will be evaluated by the Lead Entity before an application for subordination is approved.

Section 24 – Property Standards (92.251)

All existing housing assisted with Homebuyer/Downpayment Assistance must be decent, safe, sanitary, and in good repair. Acquisition of existing housing must be decent, safe, and sanitary, meet Housing Quality Standards (HQS), pass a visual paint assessment if constructed prior to 1978, and meet local ordinances and zoning at the time of project completion. Homes must meet all applicable Washington State and local City housing quality standards and code requirements. If the property is new construction and not assisted with HOME funds during the construction activities, it must have a Certificate of Occupancy issued prior to HOME Homebuyer/Downpayment Assistance and loan closing.

Under the New HOME Final Rule, released in July 2013, homes must be free of any deficiencies identified by HUD in the UPCS (pursuant to 24 CFR 5.705) based on the inspectable items and inspected areas in HUD-determined physical inspection procedures. If the housing does not meet these standards, the housing must be rehabilitated to meet the standards or it cannot be acquired using HOME Downpayment Assistance funds. *Note: Until HUD issues specific guidance on UPCS standards, the property standard requirements in the paragraph above will apply to all Projects.*

Section 25 – Non-Discrimination and Equal Opportunity

The Subrecipient agrees that it will utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations include:

1. The requirements of the Fair Housing Act, 42 U.S.C. 3601-20, and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 and implementing regulations at 24 CFR 107; and Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the regulations at 24 CFR 146;
3. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8;
4. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60;
5. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Projects); and
6. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding women's Business Enterprise, and regulations S.85.36(e) of Section 281 of the National Housing Affordability Act.
7. The requirements of Washington State law as found at RCW 49.60.
8. Equal Access to Housing in HUD Program Regardless of Sexual Orientation and Gender Identity FR-5359 February 2012. Through this final rule, HUD implements policy to ensure that its core programs are open to all eligible individuals and families based on their need regardless of sexual orientation, gender identity, or marital status. This rule follows a January 24, 2011 proposed rule which noted evidence suggesting that lesbian, gay, bisexual, and transgender (LGBT) individuals and families are being arbitrarily excluded from housing opportunities in the private sector. The rule clarifies that individuals and families may not be excluded from participation because one or more members of the household may be an LGBT individual, have an LGBT relationship, or be perceived to be such an individual or in such relationship. Owners and operators of HUD assisted housing or housing financed or insured by HUD may not inquire about the

sexual orientation or gender identity of the applicant for, or occupant of, the dwelling, whether renter or owner occupied.

Section 26 – Affirmative Marketing (92.351(a), MBE/WBE Records (92.351(b) and 85.36(e) and Reports)

The Consortium's policy is to provide information and attract eligible persons to available housing without regard to race, color, national origin, sex, religion, familial status (persons with children under 18 years of age, including pregnant women), or disability. The procedures followed are intended to further the objectives of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), and Executive Order 11063, which prohibits discrimination in the sale, leasing, rent and other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

In accordance with the Affirmative Marketing regulations of the HOME Program 24 CFR §92.351, the Consortium has established an "Affirmative Marketing Plan" to ensure that all Subrecipient who are allocated HOME Funds employ a marketing plan that promotes fair housing and ensures outreach to all potentially eligible households, especially those least likely to apply for assistance.

Affirmative marketing steps will be taken by the Subrecipient to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. A detailed affirmative marketing plan must be submitted to the Lead Entity of the Tri-Cities HOME Consortium at the start of the Project. The Subrecipient will document and provide data on the outreach steps taken.

Reports will be provided in accordance with 92.508(3) that gives a description of each project assisted, including the location, form, and term of assistance.

Section 27 – Lead-Based Paint

The Subrecipient must comply with the U.S. Department of Housing and Urban Development Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4821-4846, *et seq.*) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) requiring elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and/or owners of residential structures constructed prior to 1978. Properties must pass the lead-based paint visual inspection (if home built prior to 1978). The Subrecipient will be responsible for conducting a visual inspection of any homes built prior to 1978 to identify any potential issues with lead-based paint. Should the visual inspection identify potential issues, the prospective buyer will be informed, and the buyer and/or seller shall be responsible for all lead-based paint testing, required repairs using safe work practices or a certified lead-based paint abatement firm, and a clearance exam.

Section 28- Reimbursement for Project Costs

The Lead Entity shall reimburse the Subrecipient for the following documented costs:

1. Direct Assistance to Eligible Homebuyers: The Lead Entity shall reimburse the Subrecipient for HOME Downpayment Assistance provided to eligible buyers for eligible home purchases as delineated in this Agreement.
2. Project Delivery Costs: The Lead Entity shall reimburse the Subrecipient for eligible project delivery costs as defined in Section II of this Agreement. Staff hours and all other costs must be thoroughly documented to be fully reimbursed.
3. Administrative Costs for Projects that do NOT go forward: If costs are incurred for a project/homebuyer that does not result in a HOME assisted unit, those expenditures may be reimbursed from the Subrecipient's administration funds derived from program income generated by other HOME projects. If the Subrecipient has no balance of HOME program income from which such costs may be reimbursed, those costs then become the financial responsibility of the Subrecipient and will not be reimbursed by the Lead Entity.

The Subrecipient shall submit requests for reimbursement of eligible costs, along with all appropriate documentation to the Lead Entity **within 90 days** of loan closing. Failure to submit requests for reimbursement shall result in those costs becoming the financial responsibility of the Subrecipient.

Section 29 – Conflict of Interest (92.356)

Generally, no employee, agent, member, consultant, officer or elected or appointed official of the members in the Consortium or Subrecipient who exercises or has exercised any functions or responsibilities with respect to any activities that are in any way connected with the decision to provide the HOME Funds may obtain a financial interest, reside in, or benefit from those activities, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter as stated in 24 CFR 92.356, and the Subrecipient must take appropriate steps to assure compliance.

Section 30 – Records (92.508)

Project beneficiary information pertaining to household size, income levels, racial/ethnic characteristics, disability status, household composition, female head of household composition, and any other information required by the Consortium and HUD, will be collected and documented in an individual and cumulative manner. Project management records must be kept which demonstrate compliance with this Agreement and related regulations of the HOME Program 24 CFR 92.

Records must be kept by the Subrecipient and be made available to the Consortium that demonstrate compliance with this Agreement and with 24 CFR 92.508. Records must be maintained for at least five (5) years after the Project completion date, except for documents imposing recapture restrictions, which must be retained for five (5) years after the expiration of the period of affordability, as specified above, or as any of the following apply:

1. Records that are the subject of audit findings must be retained for three (3) years after such findings have been resolved;
2. Records for non-expendable property (as defined in OMB Circular #A-110 for non-profit organizations) shall be retained for three (3) years after its final disposition.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

Upon request, the Subrecipient agrees to immediately provide to the Lead Entity any and all information to document compliance with the HOME Program and related laws, rules, regulations and policies.

Section 31 – Public Records

The Subrecipient understands that this Agreement is subject to public records disclosure pursuant to RCW 42.56 and agrees to timely provide documents as required by law. The Subrecipient shall indemnify, defend and hold harmless the Lead Entity of the Consortium for any liability arising out of the Subrecipient's failure to produce public records as required.

Section 32 – Monitoring

At least annually, or more often if deemed necessary, the Lead Entity will monitor the performance of the Subrecipient to assure compliance with the requirements of this Agreement. The review may include on-site inspections and review of records to determine compliance with this Agreement through the contract period. Monitoring forms primarily used can be found at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/cpd/6509.2 Chapter 7 for the HOME Investment Partnership Program.

The Subrecipient agrees to provide any and all information to the Consortium to assist in meeting administrative and monitoring requirements, including reporting progress of the Project in IDIS. The Subrecipient agrees to work cooperatively with the Consortium to assist in meeting its obligations to HUD.

Any duly authorized representative of the U.S. Department of Housing and Urban Development, authorized federal or state agent, or the Consortium shall at all reasonable times have access to and the right to inspect, copy, audit, and examine all books, records and other documents relating directly to the Subrecipient's receipt and disbursement of the HOME funds, as well as access to the project site(s) and all project records. The Subrecipient agrees to immediately correct any deficiencies as noted by the Lead Entity, HUD, and/or other authorized entities.

The Subrecipient agrees to assist and cooperate with the Consortium in monitoring each housing unit for principal residency as provided in 24 CFR 92.254(a)(3) upon completion of the project and during the period of affordability.

Section 33 – Financial Responsibility and Timeliness of Reimbursement Requests

The Subrecipient agrees that it is financially and legally responsible for any monitoring/audit exception which occurs due to its negligence or failure to comply with the terms of this Agreement and/or HOME regulations. As provided in Section 28 regarding Reimbursement, the Subrecipient acknowledges that failure to submit reimbursement requests with all appropriate supportive documentation within 90 days of loan closing and direct assistance to the homebuyer shall result in those costs becoming the financial responsibility of the Subrecipient.

The Subrecipient further acknowledges that if costs are incurred for a project/homebuyer that does not result in a HOME assisted unit, those expenditures may be reimbursed from the Subrecipient's administration funds derived from program income generated by other HOME projects. If the Subrecipient has no balance of HOME program income from which such costs can be reimbursed, those costs then become the financial responsibility of the Subrecipient and will not be reimbursed by the Lead Entity.

Section 34 – Status Reports

The Subrecipient will be required to provide status reports to the Lead Entity on the project or program being funded. At a minimum, the reports shall be submitted within 15 days of the end of each calendar year quarter (by April 15, July 15, October 15 and January 15), and shall continue until the project or program has been completed. The Lead Entity reserves the right, in its sole discretion, to require more frequent status reports in such format and time as prescribed to assist the Lead Entity in meeting HUD reporting requirements. The status reports shall include a description of the activities undertaken during the prior quarter, the goals achieved, the assistance provided to clients in the program or those denied assistance and the reason for the denial, and the commitment and final disposition of funds by individual project. Final record retention shall be the property of the Subrecipient and shall be delivered to same, if so requested. The Lead Entity shall be responsible for entering information obtained into IDIS.

Section 35 – Indemnification

The Subrecipient will save and hold harmless and indemnify the Lead Entity against any and all liability, claims and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property, occurring in connection with or in any way incident to or arising out of activities undertaken under this Agreement. Further, Subrecipient shall reimburse the Lead Entity for all costs incurred in connection with a negative audit finding resulting from Subrecipient's negligent or willful mismanagement of HOME funds, or its negligent or willful disregard for the laws, rules and regulations governing the HOME Investment Partnership Program.

Section 36 – Corrective and Remedial Action

Subrecipient will immediately correct or cause to be immediately corrected any and all actions or performance deficiencies in the Project as may be determined by the Lead Entity, or the U.S. Department of Housing and Urban Development (HUD). Failure to correct such actions or performance deficiencies within thirty (30) days from written notification from the Lead Entity shall result in suspending all HOME-funded projects, the cancellation of this Agreement and other HOME Program contracts, the reprogramming of HOME funds to other eligible activities, and/or the repayment of the HOME funds from non-federal sources.

Section 37 – Attorney's Fees and Costs

In the event of a lawsuit between the parties to this Agreement, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney's fees and other costs either at trial or on appeal. If either party exercises any non-judicial right or remedy to enforce such party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party will pay the non-defaulting party's reasonable attorney's fees incurred and all reasonable costs. Failure to pay such costs and reasonable attorney's fees shall constitute an event of default under this Agreement.

Section 38 – Venue and Law

Except where federal law controls, this Agreement shall be governed by the laws of the State of Washington. Venue for any action under this contract shall be in Benton County, Washington.

Section 39 – Suspension or Termination of Agreement

The Consortium may cancel this Agreement “for cause” or “not for cause” by providing written 30 days’ notice by certified mail, return receipt requested, to the other signatory members of this Agreement.

There are three (3) separate methods of suspension or termination of this Agreement:

- i. By fulfillment. The Agreement will be considered to be terminated upon fulfillment of its terms and conditions.
- ii. By mutual consent. The Agreement may be terminated or suspended in whole or in part, at any time, if both parties consent to such termination or suspension. The conditions of the suspension or termination shall be documented by giving a minimum of thirty (30) days’ written notice.
- iii. For cause. The Consortium may suspend or terminate this Agreement in whole or in part, for cause, when the Subrecipient has failed in whole or in part to meet its commitments and obligations as outlined, and when the Consortium deems continuation to be detrimental to its interest. Failure to carry out the project as described and in compliance with HOME Program regulations found at 24 CFR 92 shall be deemed a failure to perform, and cause the immediate relinquishment of any interest in future HOME funds and/or require repayment of expended HOME funds.

In the event of suspension, the Consortium will notify the Subrecipient in writing of the corrective action required. Further payment may be withheld at the Consortium’s discretion until the Subrecipient causes corrective action or the Agreement is terminated.

“For cause” includes:

- a. Failure to comply with the terms and conditions of this Agreement, or to substantiate compliance;
- b. Improper or illegal use of project funds or resources;
- c. Any illegal act by the Subrecipient and its representatives;
- d. Failure to submit required reports on or before the due date or failure to document compliance with the terms and conditions contained herein.

In the event of termination, the Lead Entity will notify the Subrecipient in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Subrecipient or recoveries by the Consortium will be in accordance with the legal rights and liabilities of the parties. Recoveries include all HOME funds

on hand at the time of Agreement termination, any accounts receivable attributable to the use of HOME funds, and any other assets acquired with HOME funds.

Actions by either party under this article shall not constitute a waiver of any claim by either party arising from conditions or situations leading to such suspension or termination.

HOME funds not committed to specific projects as of the termination date will be relinquished to the Consortium for redistribution to other qualified projects.

Section 40 – Dispute Resolution

The Lead Entity and the Subrecipient agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their legal rights under this Agreement or other law. All disputes not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the parties. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action. Arbitration of all claims will be in accordance with the RCW 7.04A and the mandatory rules of arbitration with venue being placed in Benton County, Washington. Arbitration shall include an award to the prevailing party of its reasonable attorney fees and costs in action against the other.

Section 41 – Written Agreement with Homebuyers (92.504(a))

In accordance with the provisions of 24 CFR 92.504(c)(5), when assistance is provided to a homebuyer or homeowner, a written agreement separate from deeds, promissory notes, or other security instruments must be entered into that includes, at a minimum:

For homebuyers, the agreement must conform to the requirements in 92.254(a) and specify the value of the property, principal residence, recapture provisions, and lease-purchase, if applicable. The agreement must specify the amount of HOME funds, the term and form of assistance whether grant or loan, the use of the funds for down payment, closing costs, rehabilitation, etc., and the date by which the housing must be acquired.

For homeowners, the written agreement must conform to the requirements in 92.254(b) and specify the amount, term, and form of HOME assistance, rehabilitation work to be undertaken, roles and responsibilities, date for completion, and property standards to be met.

The approved written agreement shall be provided to the Subrecipient by the Lead Entity.

Section 42 - Debarment and Suspension (2 CFR 2424)

The Subrecipient may not award or permit an award of a contract to any party which is debarred, suspended or ineligible to participate in a federal program. The Subrecipient certifies that it is not debarred, suspended or ineligible to participate in a federal program. The Subrecipient will submit to the Consortium the names of contractors and any subcontractors prior to signing contracts to ensure compliance with 24 CFR Part 24, "Debarment and Suspension." The Subrecipient will also assure that language pertaining to debarred, suspended or ineligibility to participate is inserted in all contract agreements. If, during the time of this Agreement, the Subrecipient is debarred, suspended or ineligible to participate in a federal program, the Consortium may terminate this Agreement for cause.

Section 43 – Financial Management and Audits (92.506)

The Subrecipient shall adhere to the generally accepted accounting principles and procedures issued by the American Institute of Certified Public Accountants, and will utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Subrecipient shall comply with cost principles as established by OMB Circulars A-87, relocated to 2 CFR, Part 225, and with administrative requirements at A-102 if a state, local government, or Indian tribe. If the Subrecipient is a non-profit organization, it will comply with cost principles of OMB Circular A-122, relocated to 2 CFR, Part 230, and administrative requirements established at OMB Circular A-110. All costs must be reasonable and necessary.

The Subrecipient shall also comply with auditing standards issued by the Comptroller General of the United States and be conducted in accordance with 24 CFR 84.26 and 85.26. All subrecipients who expend \$500,000 or more in a year in federal awards, whether a direct subrecipient of this Agreement or a sub-subrecipient receiving federal funds through a pass-through entity, shall have a single audit conducted for that year in accordance with the provision of OMB A-133, Subpart B. When a Subrecipient expends federal awards under only one federal program, excluding Research and Development performed by a non-federal entity, and the program's laws, regulations, or grant agreements do not require a financial statement audit, the subrecipient may elect to have a program-specific audit conducted in accordance with Subpart B, Section 235. A program-specific audit may not be elected for Research and Development unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity approves in advance a program-specific audit. The audit must be conducted within 60 days of completion of this Agreement.

Non-federal entities who expend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year, except this does not limit the authority of federal agencies, including HUD, Inspectors General, or General Accounting Office to conduct or arrange for additional audits. All records shall be made available for review or audit by appropriate local, state and federal entities.

Section 44 – Title Insurance

The title policy will name the Consortium as a beneficiary. For acquisition projects not involving any type of construction, the Subrecipient may request a copy of the first lien right lender's title insurance policy. Ownership must be fee simple.

Section 45 – DUNS Number

A Dun and Bradstreet Data Universal Numbering System (DUNS) number is required for any business or agency that receives federal assistance per the Federal Funding Accountability and Transparency Act of 2006 (FFATA). The Subrecipient will provide information on itself, will assure that all assisted agencies/businesses have been assigned a DUNS number, and shall provide this information to the Lead Entity. A free DUNS number may be requested via the web at <http://fedgov.dnb.com/webform/index.jsp> or by calling 1-866-705-5711.

Section 46 – SAM Registration

The Federal Funding Accountability and Transparency Act of 2006, as amended (FFATA) requires the Office of Management and Budget (OMB) to maintain a single, searchable website

that contains information on all federal spending awards. As part of this, all agencies/businesses that meet the following thresholds must register in SAM and report to the Consortium if they had:

- a) A gross income from all sources over \$300,000 in the agency's previous tax year; and
- b) Are awarded HOME funds of \$25,000 and over.

This information must be reported to the Consortium within five (5) days of signing this Agreement. Free registration can be obtained at <https://www.sam.gov/portal/public/SAM/>. Because this registration expires annually, it must be updated and kept current during the contract period. The Subrecipient will provide information on itself and will assure that all assisted agencies/businesses have registered and remain current in SAM. Additional information is required if more than 80% of annual gross revenues of \$25 million or more come from the federal government, and employee and compensation information is not already available through reporting to the SEC.

Section 47 – Assessment of Homebuyer Underwriting

Before a Subrecipient enters into a legally binding written agreement to provide 2012 and later HOME funds for downpayment assistance, the Subrecipient will assist the Lead Entity in conducting an underwriting review to ensure adequate need for HOME assistance. For all 2012 projects, the Subrecipient must certify to the Consortium that it has fully executed a written agreement with a homebuyer that meets the requirements of the HOME regulations, and that all statements and claims made are true and correct.

Section 48 – Reversion of Assets

Upon expiration of this Agreement, any HOME funds or accounts receivable that can be attributed to the use of HOME funds will revert to the Lead Entity of the Consortium. Should the Consortium Member stop participating in consortium programs or fail to perform in compliance with program requirements, assets are subject to reversion to the Lead Entity.

Section 49 – Drug Free Workplace

In accordance with the Drug Free Workplace Act of 1988, Subrecipient will, or will continue to, provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The Subrecipient/employer's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and

- d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
- 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) No later than five (5) calendar days after such conviction, notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace;
- 5. Notifying the agency in writing within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee, or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace by implementation and enforcement of this article while carrying out all HOME Program-related activities.

Section 50 – Anti-Lobbying Certification

To the best of the signatory party's knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

The language of the above paragraphs of this anti-lobbying certification must be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all subrecipients/sub-subrecipients shall certify and disclose accordingly.

The signatory parties are in compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms, if required by that part.

Section 51 – Uniform Administrative Requirements (92.505)

Governmental subrecipients must comply with OMB Circular A-87 for determining allowable costs and the following sections of 24 CFR Part 85:

- 85.6 Additions and Exceptions
- 85.12 Special Grant or Subgrant Conditions for “high-risk” Grantees
- 85.20 Standards for financial management systems
- 85.22 Allowable costs
- 85.26 Non-Federal Audit
- 85.32 Equipment
- 85.33 Supplies
- 85.34 Copyrights
- 85.36 Procurement
- 85.44 Termination for Convenience
- 85.51 Later Disallowances and Adjustments
- 85.52 Collection of Amounts Due

Nonprofit (nongovernmental) subrecipients must comply with OMB Circular A-122 and the following section of 24 CFR Part 84:

- 84.2 Definitions
- 84.5 Subawards
- 84.13 Debarment and suspension; Drug-Free Workplace
- 84.14 Special Award Conditions
- 84.15 Metric System of Measurements
- 84.16 Resource Conservation and Recovery Act
- 84.21 Standards for Financial Management Systems
- 84.22 Payment
- 84.26 Non-Federal Audits
- 84.27 Allowable Costs
- 84.28 Period of Availability
- 84.30 Purpose of Property Standards
- 84.31 Insurance Coverage
- 84.34 Equipment

- 84.35 Supplies and Other Expendable Property
- 84.36 Intangible Property
- 84.37 Property Trust Relationship
- 84.40 Purpose of Procurement Standards
- 84.41 Recipient Responsibilities
- 84.42 Codes of Conduct
- 84.43 Competition
- 84.44 Procurement Procedures
- 84.45 Cost and Price Analysis
- 84.46 Procurement Records
- 84.47 Contract Administration
- 84.48 Contract Provisions
- 84.51 Monitoring and Reporting Program Performance
- 84.52 Financial Reporting
- 84.53 Retention and Access Requirements for Records
- 84.60 Purpose of Termination and Enforcement
- 84.61 Termination
- 84.62 Enforcement
- 84.72 Subsequent Adjustments and Continuing Responsibilities
- 84.73 Collection of Amounts Due

Section 52 – Homeownership Assistance Program (HAP)

Subrecipient agrees that it will follow and comply with Consortium-adopted HAP Guidelines 8.13 and forms, which may be modified periodically by Consortium members with Lead Entity final approval.

FORM #	FORM NAME:
01	Borrower(s) Application 01a-Non Borrower Certification of Income 01b- Borrower/Applicant Release of Information
02	Addendum to Sales Agreement Notice of Voluntary Arm's Length Transaction
03	Addendum to Sales Agreement 3a-HQS Inspection and Visual LBP Inspection (pre-1978) 3b-HQS Inspection (post-1978)
04	Seller Disclosure Fair Market Value
05	Needs Assessment
06	Financial Records Disclosure
07	Employment Security Department. Self-Request for Records
08	Verification of Employment (VOE)
09	4506-T Request for Transcript of Tax Return
10	Initial Disclosures/Final Disclosures
11	Initial Disclosure Letter
12	Protect Your Family From Lead In Your Home Notification Pamphlet (EPA)
13	Fair Housing – Equal Opportunity for All Notification Pamphlet
14	For Your Protection: Get a Home Inspection
15	Homebuyer Agreement – HOME funded only

16	Neighborhood Market Conditions Form – HOME funded only
17	HOME Activity Funding Certification – HOME funded only
18a	Commitment Letter
18b	Denial Letter
19	Visual Inspection Form
20	HQS Inspection Form 20a-HQS Homebuyer Self-Certification for Kitchen Appliances
21	Lead Safe Housing Requirements Screening Worksheet
22	Escrow Closing Instructions
23	Correction Agreement
24	Deed of Trust
25	Promissory Note
26	Individual Loan Data Form
27	Subsidy Layering Review – Acquisition Only – HOME funded only
28	Sources/Uses Statement – HOME funded only

The Agreement will be effective upon the date of signing by the City of Richland, Lead Entity of the Tri-Cities HOME Consortium.

SUBRECIPIENT:

CONSORTIUM:

Tri-Cities HOME Consortium
P.O. Box 190, MS 19
Richland, WA 99352

Signature Date

Cynthia D. Johnson, City Manager Date
City of Richland

Print Name and Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney
City of Richland

TRI-CITIES HOME CONSORTIUM
SUBRECIPIENT WRITTEN AGREEMENT
GOVERNING ADMINISTRATIVE FUNDS

This HOME Program Subrecipient Agreement, hereinafter called "Agreement," has been made and entered into as of the ____ day of _____, 20____, between the City of Richland, Lead Entity of the Tri-Cities HOME Consortium, 505 Swift Avenue, Richland, Washington, hereinafter referred to as "Consortium" or "Lead Entity", and _____, a member City of the Consortium, whose address is _____, hereinafter referred to as "Subrecipient." This Agreement is authorized by Title II, Sections 216 and 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and the correlating federal regulations found at 24 CFR Part 92, together known as the HOME Investment Partnerships (HOME) Program.

W-I-T-N-E-S-S-E-T-H:

I. RECITALS

WHEREAS, the Federal Government has made funds available to the Consortium pursuant to the HOME Program CFDA 14.239 to increase the number of families, especially low income families, served with decent, safe, sanitary and affordable housing, and to expand the long term supply of affordable housing; and

WHEREAS, the HOME Program authorizes contracts with public agencies to carry out the objective identified above; and

WHEREAS, the City of Richland has been designated as the Lead Entity of the Tri-Cities HOME Consortium as delineated in the "Tri-Cities HOME Consortium Agreement"; and

WHEREAS, projects overseen by a Consortium Member acting as a Subrecipient may generate HOME Program Income, ten percent (10%) of which may be utilized for administrative costs incurred by the Subrecipient; and

WHEREAS, the Lead Entity is responsible for the distribution of administrative funds generated by HOME Program Income to the subrecipient when the Subrecipient's HOME activities generate program income; and

WHEREAS, the Lead Entity is also responsible for monitoring, reporting, and record-keeping to assure compliance with federal regulations of the HOME Investment Partnership Program; and

WHEREAS, HUD requires the Lead Entity to execute Subrecipient Agreements when applicable;

NOW, THEREFORE, the parties, for and in consideration of the promises and mutual obligations set forth below, agree as provided for in this Agreement.

II. Definitions

Section 1 – Definitions (92.2)

Consortium Agreement - An executed written agreement governing how the Consortium operates and outlining the roles and responsibilities of the Lead Entity and Consortium Members.

HOME Funds - The total amount of HOME Program dollars being provided to the Subrecipient under this Agreement.

Lead Entity - 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 (City of Richland). 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.

Program Income - Funds received by the Lead Entity or Subrecipient Administrators that are directly generated by the use of HOME funds or matching contributions. Program income includes, but is not limited to:

- Proceeds from the sale or long-term lease of real property acquired, rehabilitated or constructed with HOME funds or matching contributions;
- Income from the use or rental of real property owned by the Lead Entity or Subrecipient that was acquired, rehabilitated, or constructed with HOME funds or matching contributions, minus the costs incidental to generating that income;
- Payments of principal and interest on loans made with HOME or matching funds, and proceeds from the sale of loans or obligations secured by loans made with HOME or matching contributions;
- Interest or other return on investment of HOME and matching funds;
- Interest on program income;
- Any other interest or return on the investment of HOME and matching funds.

Note: Recaptured HOME funds are the repayment of original HOME investments, and are not technically program income.

Project Delivery Costs - Reasonable and necessary costs incurred by the Subrecipient and/or Lead Entity associated with the development and/or financing of housing assisted with HOME funds. These may include, but are not limited to, direct staff costs for work associated with a specific address and costs for services required by private lenders.

Regulations - The requirements in 24 CFR Part 92 which govern the HOME Investment Partnership Program and the use of HOME Funds, and all related and applicable OMB Circulars, Codes, Regulations, State of Washington, and local requirements. Subrecipient agrees to comply, and, as applicable, to require all third parties to comply with the requirements

of the regulations. Should anything in this Agreement be construed to conflict with HOME regulations, the regulations shall prevail.

Subrecipient Administrator - HOME Consortium member(s) other than the non-Lead Entity who perform some HOME administrative roles as delineated under separate, specific HOME written Agreements. This term refers to the City of Kennewick and/or the City of Pasco.

Tri-Cities HOME Consortium - The particular Consortium operating under the HOME Program consisting of the Cities of Kennewick, Pasco, and Richland. These three cities are each "Consortium Members."

III. Agreement

Section 2 – Use & Amount of HOME Funds

Use of HOME Funds: Administrative & planning costs related to administering the HOME Program and HOME projects	<p>At the Member's option, the allowable percentage (10%) of program income generated by the Subrecipient HOME activities may be used by the Subrecipient to be applied towards eligible and allowable administrative costs.</p> <p>Eligible administrative costs include:</p> <p>Staff Costs: Salaries, wages, and related costs of Subrecipient staff persons responsible for HOME Program administration.</p> <p>Other Administrative Costs:</p> <ul style="list-style-type: none">• Goods and services necessary for administration (such as utilities, office supplies, etc.);• Administrative services under third party agreements (such as legal services);• Providing public information;• Fair housing activities;• Indirect costs under a cost allocation plan prepared in accordance with applicable OMB Circular requirements;• Preparation of the Consolidated Plan; and• Complying with other Federal requirements; <p>NOTE: Some of the costs described above can be categorized as either a project-related soft cost or an administrative cost. Subrecipients must count each cost as either a project-related cost or an administrative cost, but may not count a cost as both. In other words, the Subrecipient cannot be reimbursed twice for the same costs.</p>
Amount of HOME Funds:	The Subrecipient may receive up to ten percent (10%) of the program income generated by HOME activities overseen and/or implemented by the Subrecipient.

Administrative Costs Exceeding the Allowable 10%	Administrative costs over the allowable percentage of program income are the responsibility of the Subrecipient.
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Section 3 – Disbursement of Funds (85.22)

The Subrecipient may request funds under this Agreement only when a written agreement (24 CFR 92.504(c)) has been fully executed, the funds are needed for payment of specific allowable costs (24 CFR 92.206), and only in amounts needed to pay such costs as identified in 24 CFR 85.22. The Subrecipient shall provide clear documentation of administrative costs to be reimbursed by the HOME program. Documentation may include, but is not limited to, staff timesheets, description of administrative activities conducted by staff, and receipts for supplies and/or office rent. The Subrecipient shall be reimbursed for eligible administrative costs after review and approval by the Lead Entity of invoices, statements, billings, and other supportive documentation. Upon prior approval by the Lead Agency, the Consortium may pay a vendor or contractor directly.

Section 4 – Subrecipient Administrator Responsibilities.

The Subrecipient Administrator shall be responsible for the following:

- To supply to the Lead Entity, within fourteen (14) days after request, copies of all documents which the Lead Entity is required to submit to HUD, including, but not limited to, the Consortium Member's HOME-related Consolidated Planning Strategy and Annual Action Plan.
- 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.
- To affirmatively further fair housing in their jurisdictions. Such actions may include planning, education, outreach, and enforcement activities.
- To provide quarterly and annual performance reports to the Lead Entity regarding HOME activities.
- To provide other documents as required by separate HOME written agreements governing relationship between the Lead Entity and Members acting as Subrecipient Administrators.

Section 5 – Relationship

The relationship of the Subrecipient to the Consortium shall be that of an independent agency. Nothing herein shall be deemed to create the relationship of employer/employee or principal/agent between the parties.

Section 6 – Modifications and Amendments

This Agreement may only be amended in writing signed by the Consortium and the Subrecipient. All modifications and amendments to this Agreement shall be in writing; such modification or amendment shall not take effect until specifically approved in writing by the Lead Entity of the Consortium and signed by all parties to this Agreement.

Section 7 – Waivers

No conditions or provisions of this Agreement shall be waived unless approved by the Consortium in writing.

Section 8 – Assignment

The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement to any party (whether by assignment or novation) without prior written consent of the Consortium.

Section 9 – Severability

If any provision of this Agreement, or portion thereof, is held invalid by any court of rightful jurisdiction, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable Federal and State law(s) and regulations and can be given effect without the invalid provision.

Section 10 – Insurance and Bonds

The Subrecipient and its employees, volunteers, contractors or consultants shall carry throughout the life of this Agreement, General Liability Insurance, Comprehensive Automobile Liability Insurance and other such coverage as may be appropriate or required by State or Federal law, for the services to be performed. This insurance shall include the following:

1. Professional Legal Liability: Subrecipient shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Subrecipient's profession and shall be written subject to limits of not less than \$1 million per claim and \$1 million policy aggregate limit. The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the work for this Agreement. Coverage shall not exclude bodily injury, hazards, or property damage related to the work in this Agreement, including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement.
2. Worker's Compensation (Industrial Insurance): Workers' Compensation insurance as required by Title 51 RCW shall be maintained, and Subrecipient shall provide evidence of coverage if so required.

3. Commercial General Liability: Commercial General Liability coverage shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury. The insurance shall include the Consortium, its members, officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded as an additional insured. If this Agreement is over \$50,000 then Employers Liability Coverage shall also be maintained. Coverage shall include limits of not less than \$1 million per occurrence, and \$2 million aggregate.
4. Automobile Liability: Business Automobile Liability insurance with a minimum combined limit no less than \$1 million per accident for bodily injury and property damage shall be maintained. Coverage shall include owned, hired, leased, and non-owned automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If deemed necessary, the policy shall be endorsed to provide contractual liability coverage.

Insurance is to be placed with insurers with a current A.M. best rating of not less than A: VII. Subrecipient shall furnish the Consortium with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements prior to the commencement of the work.

The insurance coverage shall be primary with respect to any insurance or self-insurance covering the Consortium, its members, elected and appointed officers, officials, employees and agents. Any insurance, self-insurance, or insurance pool coverage maintained by the Consortium shall be excess of the Subrecipient's insurance and shall not contribute with it. Subrecipient shall give 30 days' prior written notice by certified mail, return receipt requested, to the Consortium prior to any attempt to cancel any insurance policy maintained under this Agreement.

Section 11 – Procurement Standards (84.40-48 Non Profit or 85.36(b) Government)

If applicable to its HOME administration activities, the Subrecipient will establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. At a minimum, the Subrecipient shall comply with the nonprofit procurement standards at 24 CFR 84.40-48, or 24 CFR 85.36(b) for governmental entities.

Section 12 – Conflict of Interest (92.356)

Generally, no employee, agent, member, consultant, officer or elected or appointed official of the members in the Consortium or Subrecipient who exercises or has exercised any functions or responsibilities with respect to any activities that are in any way connected with the decision to provide the HOME Funds may obtain a financial interest, reside in, or benefit from those activities, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter as stated in 24 CFR 92.356, and the Subrecipient must take appropriate steps to assure compliance.

Section 13 – Records (92.508)

Records documenting time and costs related to HOME administration must be kept which demonstrate compliance with this Agreement and related regulations of the HOME Program 24 CFR 92.

Records must be kept by the Subrecipient and be made available to the Consortium that demonstrate compliance with this Agreement and with 24 CFR 92.508. Records must be maintained for at least five (5) years after expenditure of administrative funds, except when any of the following apply:

1. Records that are the subject of audit findings must be retained for three (3) years after such findings have been resolved;
2. Records for non-expendable property (as defined in OMB Circular #A-110 for non-profit organizations) shall be retained for three (3) years after final disposition of the property.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

Upon request, the Subrecipient agrees to immediately provide to the Lead Entity any and all information to document compliance with the HOME Program and related laws, rules, regulations and policies.

Section 14 – Public Records

The Subrecipient understands that this Agreement is subject to public records disclosure pursuant to RCW 42.56 and agrees to timely provide documents as required by law. The Subrecipient shall indemnify, defend and hold harmless the Lead Entity of the Consortium for any liability arising out of the Subrecipient's failure to produce public records as required.

Section 15 – Monitoring

At least annually, or more often if deemed necessary, the Lead Entity will monitor the performance of the Subrecipient to assure compliance with the requirements of this Agreement. The review may include on-site inspections and review of records to determine compliance with this Agreement through the contract period. Monitoring forms primarily used can be found at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/cpd/6509.2
Chapter 7 for the HOME Investment Partnership Program.

The Subrecipient agrees to provide any and all information to the Consortium to assist in meeting administrative and monitoring requirements. The Subrecipient agrees to work cooperatively with the Consortium to assist in meeting its obligations to HUD.

Any duly authorized representative of the U.S. Department of Housing and Urban Development, authorized federal or state agent, or the Consortium shall at all reasonable times have access to and the right to inspect, copy, audit, and examine all books, records and other documents

relating directly to the Subrecipient's receipt and disbursement of the HOME funds. The Subrecipient agrees to immediately correct any deficiencies as noted by the Lead Entity, HUD, and/or other authorized entities.

Section 16 – Financial Responsibility & Timeliness of Reimbursement Requests

The Subrecipient agrees that it is financially and legally responsible for any monitoring/audit exception which occurs due to its negligence or failure to comply with the terms of this Agreement and/or HOME regulations. The Subrecipient acknowledges that failure to submit reimbursement requests with all appropriate supportive documentation within 120 days of incurring administrative costs shall result in those costs becoming the financial responsibility of the Subrecipient.

Section 17 – Indemnification

The Subrecipient will save and hold harmless and indemnify the Lead Entity against any and all liability, claims and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property, occurring in connection with or in any way incident to or arising out of activities undertaken under this Agreement. Further, Subrecipient shall reimburse the Lead Entity for all costs incurred in connection with a negative audit finding resulting from Subrecipient's negligent or willful mismanagement of HOME funds, or its negligent or willful disregard for the laws, rules and regulations governing the HOME Investment Partnership Program.

Section 18 – Corrective and Remedial Action

Subrecipient will immediately correct or cause to be immediately corrected any and all actions or performance deficiencies in the project as may be determined by the Lead Entity, or the U.S. Department of Housing and Urban Development (HUD). Failure to correct such actions or performance deficiencies within thirty (30) days from written notification from the Lead Entity may result in suspending the disbursement of HOME administrative funds, suspending all HOME funded projects, cancellation of this contract and other HOME Program contracts, reprogramming of HOME funds to other eligible activities, and/or repayment of the HOME funds by the Subrecipient from non-federal sources.

Section 19 – Attorney's Fees-Costs

In the event of a lawsuit between the parties to this Agreement, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney's fees and other costs either at trial or on appeal. If either party exercises any non-judicial right or remedy to enforce such party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party will pay the non-defaulting party's reasonable attorney's fees incurred and all reasonable costs. Failure to pay such costs and reasonable attorney's fees shall constitute an event of default under this Agreement.

Section 20 – Venue and Law

Except where federal law controls, this Agreement shall be governed by the laws of the State of Washington. Venue for any action under this contract shall be in Benton County, Washington.

Section 21 – Suspension or Termination of Agreement

The Consortium may cancel this Agreement “for cause” or “not for cause” by providing written 30 days’ notice by certified mail, return receipt requested, to the other signatory members of this Agreement.

There are three (3) separate methods of suspension or termination of this Agreement:

- i. By fulfillment. The Agreement will be considered to be terminated upon fulfillment of its terms and conditions.
- ii. By mutual consent. The Agreement may be terminated or suspended in whole or in part, at any time, if both parties consent to such termination or suspension. The conditions of the suspension or termination shall be documented by giving a minimum of 30 days’ written notice.
- iii. For cause. The Consortium may suspend or terminate this Agreement in whole or in part, for cause, when the Subrecipient has failed in whole or in part to meet its commitments and obligations as outlined, and when the Consortium deems continuation to be detrimental to its interest. Failure to carry out the project as described and in compliance with HOME Program regulations found at 24 CFR 92 will be deemed a failure to perform, and cause the immediate relinquishment of any interest in future HOME funds and/or require repayment of expended HOME funds.

In the event of suspension, the Consortium will notify the Subrecipient in writing of the corrective action required. Further payment may be withheld at the Consortium’s discretion until the Subrecipient causes corrective action or the Agreement is terminated.

“For cause” includes:

- a. failure to comply with the terms and conditions of this Agreement, or to substantiate compliance;
- b. Improper or illegal use of project funds or resources;
- c. Any illegal act by the Subrecipient and its representatives.
- d. Failure to submit required reports on or before due date or failure to document compliance with the terms and conditions contained herein.

In the event of termination, the Lead Entity will notify the Subrecipient in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Subrecipient or recoveries by the Consortium will be in accordance with the legal rights and liabilities of the parties. Recoveries include all HOME funds on hand at the time of Agreement termination, any accounts receivable attributable to the use of HOME funds, and any other assets acquired with HOME funds.

Actions by either party under this article shall not constitute a waiver of any claim by either party arising from conditions or situations leading to such suspension or termination.

HOME funds not committed to specific projects as of the cancellation date will be relinquished to the Consortium for redistribution to other qualified projects.

Section 22 – Dispute Resolution

The Lead Entity and the Subrecipient agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their legal rights under this Agreement or other law. All disputes not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the parties. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action. Arbitration of all claims will be in accordance with the RCW 7.04A and the mandatory rules of arbitration with venue being placed in Benton County, Washington. Arbitration shall include an award to the prevailing party of its reasonable attorney fees and costs in action against the other.

Section 23 - Debarment and Suspension (2 CFR 2424)

The Subrecipient may not award or permit an award of a contract to any party which is debarred, suspended or ineligible to participate in a federal program. The Subrecipient certifies that it is not debarred, suspended or ineligible to participate in a federal program. The Subrecipient will submit to the Consortium the names of contractors and any subcontractors prior to signing contracts to ensure compliance with 24 CFR Part 24, “Debarment and Suspension.” The Subrecipient will also assure that language pertaining to debarred, suspended or ineligibility to participate is inserted in all contract agreements. If, during the time of this Agreement, the Subrecipient is debarred, suspended or ineligible to participate in a federal program, the Consortium may terminate this Agreement for cause.

Section 24 – Financial Management and Audits (92.506)

The Subrecipient shall adhere to the generally accepted accounting principles and procedures issued by the American Institute of Certified Public Accountants, and will utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Subrecipient shall comply with cost principles as established by OMB Circulars A-87, relocated to 2 CFR, Part 225, and with administrative requirements at A-102 if a state, local government, or Indian tribe. If the Subrecipient is a non-profit organization, it will comply with cost principles of OMB Circular A-122, relocated to 2 CFR, Part 230, and administrative requirements established at OMB Circular A-110. All costs must be reasonable and necessary.

The Subrecipient shall also comply with auditing standards issued by the Comptroller General of the United States and be conducted in accordance with 24 CFR 84.26 and 85.26. All subrecipients who expend \$500,000 or more in a year in federal awards, whether a direct subrecipient of this Agreement or a sub-subrecipient receiving federal funds through a pass-through entity, shall have a single audit conducted for that year in accordance with the provision of OMB A-133, Subpart B. When a Subrecipient expends federal awards under only one federal program, excluding Research and Development performed by a non-federal entity, and the program’s laws, regulations, or grant agreements do not require a financial statement audit, the subrecipient may elect to have a program-specific audit conducted in accordance with Subpart B, Section 235. A program-specific audit may not be elected for Research and Development unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-

through entity approves in advance a program-specific audit. The audit must be conducted within 60 days of completion of this Agreement.

Non-federal entities who expend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year, except this does not limit the authority of federal agencies, including HUD, Inspectors General, or General Accounting Office to conduct or arrange for additional audits. All records shall be made available for review or audit by appropriate local, state and federal entities.

Section 25 – DUNS Number

A Dun and Bradstreet Data Universal Numbering System (DUNS) number is required for any business or agency that receives federal assistance per the Federal Funding Accountability and Transparency Act of 2006 (FFATA). The Subrecipient will provide information on itself, will assure that all assisted agencies/businesses have been assigned a DUNS number, and shall provide this information to the Lead Entity. A free DUNS number may be requested via the web at <http://fedgov.dnb.com/webform/index.jsp> or by calling 1-866-705-5711.

Section 26 – SAM Registration

The Federal Funding Accountability and Transparency Act of 2006, as amended (FFATA) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all federal spending awards. As part of this, all agencies/businesses that meet the following thresholds must register in SAM and report to the Consortium if they had:

- a) A gross income from all sources over \$300,000 in the agency's previous tax year; and
- b) Are awarded HOME funds of \$25,000 and over.

This information must be reported to the Consortium within five (5) days of signing this Agreement. Free registration can be obtained at <https://www.sam.gov/portal/public/SAM/>. Because this registration expires annually, it must be updated and kept current during the contract period. The Subrecipient will provide information on itself and will assure that all assisted agencies/businesses have registered and remain current in SAM. Additional information is required if more than 80% of annual gross revenues of \$25 million or more come from the federal government, and employee and compensation information is not already available through reporting to the SEC.

Section 27 – Reversion of Assets

Upon expiration of this Agreement, any HOME funds or accounts receivable that can be attributed to the use of HOME funds will revert to the Lead Entity of the Consortium. Should the Consortium Member stop participating in consortium programs or fail to perform in compliance with program requirements, assets are subject to reversion to the Lead Entity.

Section 28 – Drug Free Workplace

In accordance with the Drug Free Workplace Act of 1988, Subrecipient will, or will continue to, provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The Subrecipient/employer's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) No later than five (5) calendar days after such conviction, notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace;
5. Notifying the agency in writing within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee, or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace by implementation and enforcement of this article while carrying out all HOME Program-related activities.

Section 29 – Anti-Lobbying Certification

To the best of the signatory party's knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

The language of the above paragraphs of this anti-lobbying certification must be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all subrecipients/sub-subrecipients shall certify and disclose accordingly.

The signatory parties are in compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms, if required by that part.

Section 30 – Uniform Administrative Requirements (92.505)

Governmental subrecipients must comply with OMB Circular A-87 for determining allowable costs and the following sections of 24 CFR Part 85:

- 85.60 Additions and Exceptions
- 85.12 Special Grant or Subgrant Conditions for "high-risk" Grantees
- 85.20 Standards for financial management systems
- 85.22 Allowable costs
- 85.26 Non-Federal Audit
- 85.32 Equipment
- 85.33 Supplies
- 85.34 Copyrights
- 85.36 Procurement
- 85.44 Termination for Convenience
- 85.51 Later Disallowances and Adjustments
- 85.52 Collection of Amounts Due

The Agreement will be effective upon the date of signing by the City of Richland, Lead Entity of the Tri-Cities HOME Consortium.

SUBRECIPIENT: City of [Pasco/Kennewick]

CONSORTIUM:

Tri-Cities HOME Consortium
P.O. Box 190, MS 19
Richland, WA 99352

Signature Date

Cynthia D. Johnson, City Manager Date
City of Richland

Print Name and Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney
City of Richland



Council Agenda Coversheet

Council Date: 09/17/2013

Category: Consent Calendar

Agenda Item: C11

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: AUTHORIZ TRAVEL FOR MAYOR PRO TEM ROSE

Department: City Manager

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Authorize travel for Mayor Pro Tem Rose to attend the Energy Communities Alliance (ECA) Intergovernmental Meeting in New Orleans, Louisiana from October 27 - 30, 2013.

Summary:

The Energy Communities Alliance (ECA) will hold their 2013 Intergovernmental Meeting with the Department of Energy (DOE) in New Orleans. Participants will discuss Environmental Management (EM) planning budgets, Department of Energy waste management policy and strategy, America's nuclear future, and inter-agency and intergovernmental coordination and decision making. Top DOE-EM officials and other intergovernmental representatives will address participants.

The Richland Municipal Code, Sections 1.01.040 and 2.26.062, require Council approval when Council Members request permission for out-of-state travel, when expenses exceed \$500 or when travel requires an overnight stay.

Fiscal Impact?

☒ Yes ☐ No

Estimated expenses for Mayor Pro Tem Rose to attend the ECA Intergovernmental Meeting, are \$1,414. ECA will reimburse two participants from each jurisdiction, the Hanford Communities Project Manager and a Council Member. Additional members from a community may be eligible for reimbursement to attend the event with prior written approval from ECA staff; however, there are enough funds in Council's travel budget to cover any non-reimbursable expenses.

Attachments:

City Manager Approved:

Hopkins, Marcia
Sep 13, 08:54:57 GMT-0700 2013



Council Agenda Coversheet

Council Date: 09/17/2013

Category: Consent Calendar

Agenda Item: C12

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: EXPENDITURES FROM AUGUST 26, 2013 TO SEPTEMBER 6, 2013, IN THE AMOUNT OF \$6,455,184.74

Department: Administrative Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the expenditures from August 26, 2013, to September 6, 2013, in the amount of \$6,455,184.74.

Summary:

Breakdown of Expenditures:

Check Nos.	204921 - 205262	1,717,602.51
Wire Nos.	5436 - 5451	3,025,984.86
Payroll Check Nos.	99061 - 99074	18,837.02
Payroll Wires/ACH	8176 - 8184	1,692,760.35
TOTAL		\$6,455,184.74

Fiscal Impact?

☒ Yes ☐ No

Total Disbursements: \$6,455,184.74. Disbursement (wire transfers) includes Purchase Power Bill of \$2,553,011.00.

Attachments:

- 1) Wire Transfers
- 2) Voucher Listing

City Manager Approved:

Johnson, Cindy
Sep 11, 16:26:38 GMT-0700 2013

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
AUGUST 26, 2013 - SEPTEMBER 6, 2013

Payee	Wire Description	Amount
Claim Wires - Wire No. 5436 to 5451		
AW Rehn Insurance	Fire Health Reimbursement Account	19,125.00
Bonneville Power Administration	Purchase Power	2,553,011.00
Conover	Section 125	2,805.09
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,009.00
LEOFF Trust	Fire Health Premiums	62,688.53
PowerPay	Landfill Merchant Service Fees	520.52
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	386,825.72
	Total Claim Wire Transfers	\$ 3,025,984.86
Payroll Wires & Direct Deposits (ACH) - Wire No. 8176 to 8184		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 1,692,760.35
Total Claim & Payroll Wires/ACH		\$ 4,718,745.21

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



City Of Richland

VL-1 Voucher Listing

From: 8/26/2013 To: 9/6/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 100 CITY MANAGER					
CITY OF RICHLAND		13-331 JOHNSON	204947	WCMA CONF/PRT TOWNSEND/JOHNSON	\$392.32
FRONTIER	S015254	8/13-206-188-2614	205151	TELEPHONE CHARGE 8/19/13-9/18/	\$113.75
	S015263	8/13-509-946-4078		TELEPHONE CHARGE 8/22/13 - 9/2	\$20.17
JOHNSON, CINDY		13-331	204971	WCMA CONF/FERRY-MILEAGE	\$137.93
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$23.74
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$43.87
CITY MANAGER TOTAL ****					\$731.78
Division: 101 CITY CLERK					
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$12.63
LEIRA		2013 LEIRA DUES	205171	2013 LEIRA DUES	\$50.00
				PRA TRAINING FEE	\$35.00
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$12.18
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$28.67
CITY CLERK TOTAL ****					\$138.48
Division: 102 CITY ATTORNEY					
BELL BROWN & RIO PLLC		441	205226	PROSECUTION SRVCS-SEPT 2013	\$20,408.15
BENTON COUNTY TREASURER		JULY 2013	204931	DISTRICT COURT/OPD COSTS-JULY	\$75,654.93
CITY OF RICHLAND		13-335 FULTON	205047	PUB RECORDS LEIRA/KELSO/FULTON	\$536.49
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$20.21
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$4.08
PRINTER TECH SERVICE & SUPPLIES		15458	205102	REPLACE FUSER-HP LASERJET	\$254.51
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$45.59
CITY ATTORNEY TOTAL ****					\$96,923.96
Division: 110 ASSISTANT CITY MANAGER					
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$12.63
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$30.03
ASSISTANT CITY MANAGER TOTAL ****					\$42.66
Division: 111 COMMUNICATIONS & MARKETING					
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$5.05
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$5.69
TRAVEL LEADERS		461141	205206	MACHART-AIRFARE TRIP 13-315	\$258.60
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$11.09
				PHONE CHARGES 8/23-9/22/13	\$0.26
COMMUNICATIONS & MARKETING TOTAL ****					\$280.69
Division: 112 CABLE COMMUNICATIONS					
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$5.05
VMI INC	P053040	227913	205026	BLACKMAGIC SDI TO ANALOG CONVE	\$291.33



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From: 8/26/2013 To: 9/6/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VMI INC	P053040	227913	205026	SHIPPING	\$16.85
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$12.26
CABLE COMMUNICATIONS TOTAL ****					\$325.49
Division:	113	HANFORD COMMUNITIES			
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$2.53
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$8.13
HANFORD COMMUNITIES TOTAL ****					\$10.66
Division:	120	FIRE			
BENTON PUD		8/13-0249075457	205129	QTRLY RACK CHRGS FEB-JUNE'13	\$1,270.40
CITY OF KENNEWICK		010588	205140	NFIRS 5ALIVE RENEWAL 2/13-2/14	\$200.00
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$3,791.19
FRONTIER		8/13-206-188-0334	205151	VHF PHONE LINES FEES	\$410.05
	S015263	8/13-509-946-4078		TELEPHONE CHARGE 8/22/13 - 9/2	\$73.36
JT AUTOMOTIVE PARTS INC DBA		285295	205078	SAE 10W MOTOR OIL	\$15.03
LAKELAND INC DBA		13-5866	205170	COAT REPAIRS	\$33.52
LN CURTIS & SONS	P052979	2106472-00	204980	#DS1024BCP, TFT BUBBLECUP NOZZ	\$590.24
	P052979	2106472-01		5" STORZ CAP STYLE SC,	\$77.98
MALLORY SAFETY & SUPPLY LLC		3761731	204982	FIREADE FOAM CONCENTRATE	\$920.55
NEXTEL COMMUNICATIONS		891160522-114	205181	CELL PHONES 7/18-8/17/13	\$108.12
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$63.34
RICHLAND ACE HARDWARE		206184	205000	DESK LAMP/BULB	\$29.76
		206207		EXIT SIGN BULBS	\$15.14
		206210		CIRCUIT TESTER/HEARING PROTECT	\$63.82
		206226		EPOXY	\$4.86
		206232		FASTENERS/HAND MIXER	\$33.77
		206254		FLAGPOLE CLIPS	\$6.04
		37244		BATHROOM CLEANER	\$14.60
		37405		KEY RINGS/BUNGEE CORDS	\$33.51
		37576		MAUL HANDLE/BATTERIES	\$32.46
VERIZON WIRELESS		9710117329	205213	MDT WIRELESS CHRGS 8/20-9/19	\$336.08
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$161.43
FIRE TOTAL ****					\$8,285.25
Division:	130	POLICE			
BENTON COUNTY SHERIFF'S OFFICE		7/13-CUSTODY	204930	CUSTODY BILLING-JULY 2013	\$113,573.44
BLUELINE TRAINING		935	204936	REGISTER SHAKEN BABY CLASS	\$249.00
BLUMENTHAL UNIFORM CO	P052943	10693	204937	SEW NAME EMBLEM ON GARMENT	\$1.08
	P052943			#34291W-86 PANT WOMENSAVY	\$86.59
	P052943			NAMETAG 1"x5" DARK NAVY BKGRD	\$7.53
	P052943			SEW EMBLEM EACH SLEEVE	\$2.17
	P052943			SHIPPING	\$11.91



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BLUMENTHAL UNIFORM CO	P052943	10693	204937	SEW BADGE EMBLEM ON GARMENT	\$1.08
	P052943			#61159-750 SHIRT WOMENS SS NAV	\$54.14
CASCADE NATURAL GAS CORP		8/13-75997100005	205135	NAT GAS RPD 7/19-8/19/13	\$10.85
CHARTER COMMUNICATIONS		8/13-0309703POL	205139	RPD INTERNET SERVICE 8/29-9/28	\$60.35
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$3,193.22
COOK PAGING INC		9169037	205232	PAGER RENTAL FEE-SEPT 2013	\$51.09
EYEON LLC		1001182	205147	POLE CAMERA REPAIR/MAINTENANCE	\$672.80
FRONTIER	S015254	8/13-206-188-2614	205151	TELEPHONE CHARGE 8/19/13-9/18/	\$277.25
	S015263	8/13-509-946-4078		TELEPHONE CHARGE 8/22/13 - 9/2	\$113.77
LEAF FUNDING INC DBA		4563802	204979	COPIER MAINT 3 OCE IM3512	\$505.87
LEIRA		2013 LEIRA	205247	2013 LEIRA REGISTRATION-LUCAS	\$200.00
NET TRANSCRIPTS INC		073113-66	204989	TRANSCRIPTION SERVICES	\$84.00
		080913-74	205251	TRANSCRIPTION SRVCS-AUG	\$44.10
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$241.20
				POSTAGE 7/01/13-7/31/13	\$713.30
RIVER CITY TOWING INC		12802	205002	TOW CHARGES	\$48.74
		12810		TOW CHARGES	\$48.74
		12823		TOW CHARGES	\$48.74
		12826		TOW CHARGES	\$48.74
		12846		TOW CHARGES	\$48.74
		12849		TOW CHARGES	\$48.74
SAN DIEGO POLICE EQUIPMENT CO	S014869	607743	205007	.45 DUTY AMMO SPEER GOLD DOT 4	\$4,018.69
TREASURE VALLEY COFFEE CO		10757	205018	COFFEE DELIVERY RPD	\$162.37
UNITED PARCEL SERVICE	S015252	000986641333	205022	GROUND PKG W/INSURANCE TO EYE	\$22.75
	S015252			RESIDENTIAL SURCHARGE FOR PKG	\$3.80
VERIZON WIRELESS		9710155307	205259	DATA CHARGES 7/20-8/19	\$1,266.17
WA STATE CRIMINAL JUSTICE TRAINING		20-1-12591	205214	ADV SNIPER TRNG-WOODHOUSE	\$500.00
WASHINGTON ASN OF CODE ENFORCEMENT		2013 WACE DUES	205260	WACE 2013 DUES-VER STEEG	\$25.00
		WACE13-BLANCHARD		WACE REGISTRATION BLANCHARD	\$200.00
		WACE13-MONTGOMERY		WACE REGISTRATION MONTGOMERY	\$200.00
		WACE13-PECK		WACE REGISTRATION-PECK	\$200.00
		WACE13-VER STEEG		WACE REGISTRATION VER STEEG	\$50.00
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$273.56
				PHONE CHARGES 8/23-9/22/13	\$6.09
POLICE TOTAL ****					\$127,375.61
Division:	210	ADMINISTRATIVE SERVICES			
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$7.58
	S015263			TELEPHONE CHARGE 8/22/13 - 9/2	\$10.10
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$21.94
				PHONE CHARGES 8/23-9/22/13	\$17.80
ADMINISTRATIVE SERVICES TOTAL ****					\$57.42



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 211 FINANCE					
CANON SOLUTIONS AMERICA INC		553786	204940	W3000 MAINT-JULY 2013	\$12.77
COLLECTORSOLUTIONS INC		2012843	204948	MERCHANT SRVC CHARGES-JULY'13	\$22,683.40
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$22.73
	S015263			TELEPHONE CHARGE 8/22/13 - 9/2	\$50.63
GOVERNMENT FINANCE OFFICERS ASN		0153003/2013	204960	GFOA DUES-SUCHY 9/2013-8/2014	\$250.00
N HARRIS COMPUTER CORPORATION		FBNY78K8P2N	205180	SUCHY-2013 HARRIS CONFERENCE	\$875.00
		XBN9HYWXWTX		KISON-2013 HARRIS CONFERENCE	\$1,675.00
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$3,064.31
				POSTAGE 7/01/13-7/31/13	\$641.52
POSTMASTER		PERMIT 153-8/21	204997	POSTAGE 8/16-8/21/13	\$8,348.95
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$56.86
				PHONE CHARGES 8/23-9/22/13	\$118.08
				PHONE CHARGES 8/23-9/22/13	\$0.21
FINANCE TOTAL ****					\$37,799.46
Division: 212 PURCHASING					
CANON SOLUTIONS AMERICA INC		500444	204940	W4511 PURCH COPIER-MAY 2013	\$204.42
		562463	205134	W4511 PURCH COPIER-7/22-8/24	\$201.73
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$820.76
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$17.68
	S015263			TELEPHONE CHARGE 8/22/13 - 9/2	\$20.21
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$1.38
UNITED PARCEL SERVICE	S015252	000986641333	205022	WEEKLY SERVICE CHARGE	\$11.00
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$38.44
				PHONE CHARGES 8/23-9/22/13	\$53.40
PURCHASING TOTAL ****					\$1,369.02
Division: 213 INFORMATION TECHNOLOGY					
FRONTIER	S015254	8/13-206-188-2614	205151	TELEPHONE CHARGE 8/19/13-9/18/	\$113.75
	S015263	8/13-509-946-4078		TELEPHONE CHARGE 8/22/13 - 9/2	\$96.09
HEWLETT PACKARD COMPANY	P052935	68143799	205160	HP Software Technical Unlimite	\$31.97
MID COLUMBIA ENGINEERING INC	P052201	ST005907	205176	RICH AUSTILL, AS400 PROGRAMMER	\$286.00
N HARRIS COMPUTER CORPORATION	P053158	MN00068114	205250	PREMIUM SUPPORT AND MAINTENANC	\$6,820.55
TSS REDMOND LLC	P053153	101-5228	205257	MS 20410-INSTALLING AND	\$1,795.00
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$222.21
INFORMATION TECHNOLOGY TOTAL ****					\$9,365.57
Division: 220 HUMAN RESOURCES					
ANOVAWORKS		19882	205125	DS-NIDA COMPLETE	\$112.00
		19942		DS-NIDA COMPLETE	\$56.00
		19983		DS-NIDA COMPLETE	\$56.00
BUSINESS TRAINING LIBRARY		33578	205133	PROF SRVCS-DESIGN-UPDATE SITE	\$300.00



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FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$25.26
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$70.54
PRINTER TECH SERVICE & SUPPLIES		15548	205102	4 TONER CARTRIDGES	\$606.48
TAYLOR, JEFFERY M		2013 SUMMER	205200	TAYLOR-2013 SUMMER TUITION	\$737.50
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$64.31
HUMAN RESOURCES TOTAL ****					\$2,028.09
Division:	300	COMMUNITY & DEVELOPMENT SERVICE			
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$3.42
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$18.04
COMMUNITY & DEVELOPMENT SERVICE TOTAL ****					\$21.46
Division:	301	DEVELOPMENT SERVICES			
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$7.58
	S015263			TELEPHONE CHARGE 8/22/13 - 9/2	\$42.94
HOWARD, PENNY		071213	204968	BALL PEN REFILLS	\$5.19
				COR PC CITYWIDE TOUR SUPPLIES	\$12.98
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$141.33
US BANK EQUIPMENT FINANCE INC		234570992	205024	XEROX 6604 CONTRACT PAYMENT	\$244.80
VERIZON WIRELESS		9710117177	205213	BLDG INSP-WIRELESS LAPTOPS	\$160.04
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$99.54
				PHONE CHARGES 8/23-9/22/13	\$18.09
DEVELOPMENT SERVICES TOTAL ****					\$732.49
Division:	302	REDEVELOPMENT			
CHAMBERLIN AND ASSOCIATES INC		AUG 2013	205138	JADWIN/NORTHGATE LOT APPRAISAL	\$3,000.00
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$10.10
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$48.96
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$17.75
				PHONE CHARGES 8/23-9/22/13	\$5.48
REDEVELOPMENT TOTAL ****					\$3,082.29
Division:	331	PARKS & REC - RECREATION			
CHARTER COMMUNICATIONS		8/13-180070321633	205139	RCC INTERNET SERVICE 8/10-9/9	\$119.99
CITY OF PASCO		M050713/G041713	205046	JAN-APR'13-SHARE PROGRAMS	\$801.55
				POOL CERT TRNG COURSE FOR CFO	\$65.00
CITY OF RICHLAND		107055	205048	FITNESS SCHOLARSHIP-FERQUERON	\$60.00
		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$2,173.89
COLUMBIA POINT GOLF COURSE		2013 SUMMER	205143	SUMMER GOLF LESSONS 6/1-8/31	\$1,053.00
FRONTIER	S015254	8/13-206-188-2614	205151	TELEPHONE CHARGE 8/19/13-9/18/	\$289.40
	S015263	8/13-509-946-4078		TELEPHONE CHARGE 8/22/13 - 9/2	\$53.50
	S015263			TELEPHONE CHARGE 8/22/13 - 9/2	\$2.53
KADLEC REGIONAL MEDICAL CENTER		083113.07	205167	BETTER BONES CLASSES-JUN 2013	\$1,237.77



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KADLEC REGIONAL MEDICAL CENTER		083113.07	205167	BETTER BONES CLASSES-MAY 2013	\$1,184.58
		083113.11		BETTER BONES CLASSES-JULY 2013	\$1,166.00
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$51.22
SZENDRE, JOLENE		SC05036/JUN 2013	205012	INSTRUCTOR CLASS #7362	\$193.77
		SC05036/MAY 2013		INSTRUCTOR CLASS #6943	\$160.69
THRASHER, BEVERLY		SC11-1/AUG 2013	205255	FOOTCARE CLASS #7708 AUG 2013	\$524.40
TREASURE VALLEY COFFEE CO		10826	205207	COFFEE DELIVERY-RCC	\$102.67
URM STORES INC		C30664490	205258	CREAMER/FORKS/PAPER PLATES	\$53.87
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$85.34
				PHONE CHARGES 8/23-9/22/13	\$5.48
				PHONE CHARGES 8/23-9/22/13	\$32.91
PARKS & REC - RECREATION TOTAL ****					\$9,417.56
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		5581034	204921	JANITORIAL SERVICES-JULY	\$1,397.50
AIREFCO INC		3146332	204922	DUAL CAPACITOR	\$6.80
		3152587		MINERAL OIL	\$76.31
AMERICAN ROCK PRODUCTS INC		189542	204925	CONCRETE	\$357.39
		189765		CONCRETE	\$219.31
ASBESTOS AND MOLD SOLUTIONS INC		677	205127	505 SWIFT ASBESTOS ABATEMENT	\$3,983.92
BENTON COUNTY SHERIFF'S OFFICE		2012 CREDIT	204930	2012 WORK CREW 2 CREDIT	(\$2,801.00)
		JAN-APRIL 2013		WORK CREW II JAN-APRIL 2013	\$32,794.95
		JULY 2013		WORK CREW 2-JULY 2013	\$17,053.25
		JUNE 2013		WORK CREW 2-JUNE 2013	\$6,904.99
BUILDERS HARDWARE & SUPPLY CO INC		S3264696.001	204939	SERVICE ACCESS CONTROL/PARTS	\$659.63
CANON SOLUTIONS AMERICA INC		559634	205134	W3511 BASE/COPIES 8/10-9/13	\$47.29
CASCADE NATURAL GAS CORP		8/13-51897100007	205135	NAT GAS-1005 SWIFT 7/19-8/19	\$156.58
		8/13-7363810005		NATURAL GAS-RCC 7/19-8/20	\$65.79
		8/13-80577100003	204943	GAS-SHOPS BLDG 200 7/18-8/15	\$10.85
		8/13-90577100002		GAS-SHOPS BLDG 300 7/18-8/15	\$33.94
		8/13-96738100005	205135	NAT GAS 505 SWIFT 7/19-8/19	\$10.85
CITY OF PASCO		M050713/G041713	205046	POOL CERT TRNG COURSE FOR CFO	\$130.00
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$237.65
				CITY UTILITY BILLS JULY 2013	\$302.50
				CITY UTILITY BILLS JULY 2013	\$291.45
				CITY UTILITY BILLS JULY 2013	\$298.40
				CITY UTILITY BILLS JULY 2013	\$1,032.85
				CITY UTILITY BILLS JULY 2013	\$1,049.91
				CITY UTILITY BILLS JULY 2013	\$1,101.23
				CITY UTILITY BILLS JULY 2013	\$1,109.08
				CITY UTILITY BILLS JULY 2013	\$1,305.75
				CITY UTILITY BILLS JULY 2013	\$279.20



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CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$1,121.10
				CITY UTILITY BILLS JULY 2013	\$260.85
				CITY UTILITY BILLS JULY 2013	\$1,224.15
				CITY UTILITY BILLS JULY 2013	\$261.98
				CITY UTILITY BILLS JULY 2013	\$1,152.10
				CITY UTILITY BILLS JULY 2013	\$250.00
				CITY UTILITY BILLS JULY 2013	\$1,281.98
				CITY UTILITY BILLS JULY 2013	\$249.01
				CITY UTILITY BILLS JULY 2013	\$1,279.83
				CITY UTILITY BILLS JULY 2013	\$1,134.03
				CITY UTILITY BILLS JULY 2013	\$795.17
				CITY UTILITY BILLS JULY 2013	\$442.70
				CITY UTILITY BILLS JULY 2013	\$466.92
				CITY UTILITY BILLS JULY 2013	\$471.75
				CITY UTILITY BILLS JULY 2013	\$475.06
				CITY UTILITY BILLS JULY 2013	\$812.50
				CITY UTILITY BILLS JULY 2013	\$540.70
				CITY UTILITY BILLS JULY 2013	\$543.64
				CITY UTILITY BILLS JULY 2013	\$801.45
				CITY UTILITY BILLS JULY 2013	\$369.14
				CITY UTILITY BILLS JULY 2013	\$592.35
				CITY UTILITY BILLS JULY 2013	\$414.70
				CITY UTILITY BILLS JULY 2013	\$795.14
				CITY UTILITY BILLS JULY 2013	\$612.88
				CITY UTILITY BILLS JULY 2013	\$626.03
				CITY UTILITY BILLS JULY 2013	\$640.10
				CITY UTILITY BILLS JULY 2013	\$785.30
				CITY UTILITY BILLS JULY 2013	\$665.59
				CITY UTILITY BILLS JULY 2013	\$730.90
				CITY UTILITY BILLS JULY 2013	\$676.50
				CITY UTILITY BILLS JULY 2013	\$570.01
				CITY UTILITY BILLS JULY 2013	\$932.49
				CITY UTILITY BILLS JULY 2013	\$323.05
				CITY UTILITY BILLS JULY 2013	\$334.45
				CITY UTILITY BILLS JULY 2013	\$336.14
				CITY UTILITY BILLS JULY 2013	\$1,012.25
				CITY UTILITY BILLS JULY 2013	\$343.11
				CITY UTILITY BILLS JULY 2013	\$982.39
				CITY UTILITY BILLS JULY 2013	\$347.15
				CITY UTILITY BILLS JULY 2013	\$979.30
				CITY UTILITY BILLS JULY 2013	\$821.96



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$974.75
				CITY UTILITY BILLS JULY 2013	\$416.65
				CITY UTILITY BILLS JULY 2013	\$234.84
				CITY UTILITY BILLS JULY 2013	\$378.60
				CITY UTILITY BILLS JULY 2013	\$865.08
				CITY UTILITY BILLS JULY 2013	\$386.39
				CITY UTILITY BILLS JULY 2013	\$387.10
				CITY UTILITY BILLS JULY 2013	\$388.35
				CITY UTILITY BILLS JULY 2013	\$857.98
				CITY UTILITY BILLS JULY 2013	\$396.85
				CITY UTILITY BILLS JULY 2013	\$310.16
				CITY UTILITY BILLS JULY 2013	\$356.57
				CITY UTILITY BILLS JULY 2013	\$2,508.21
				CITY UTILITY BILLS JULY 2013	\$31.80
				CITY UTILITY BILLS JULY 2013	\$31.86
				CITY UTILITY BILLS JULY 2013	\$33.85
				CITY UTILITY BILLS JULY 2013	\$35.76
				CITY UTILITY BILLS JULY 2013	\$35.96
				CITY UTILITY BILLS JULY 2013	\$36.05
				CITY UTILITY BILLS JULY 2013	\$37.10
				CITY UTILITY BILLS JULY 2013	\$37.75
				CITY UTILITY BILLS JULY 2013	\$38.67
				CITY UTILITY BILLS JULY 2013	\$39.00
				CITY UTILITY BILLS JULY 2013	\$1,778.05
				CITY UTILITY BILLS JULY 2013	\$39.45
				CITY UTILITY BILLS JULY 2013	\$26.96
				CITY UTILITY BILLS JULY 2013	\$42.85
				CITY UTILITY BILLS JULY 2013	\$2,230.68
				CITY UTILITY BILLS JULY 2013	\$48.03
				CITY UTILITY BILLS JULY 2013	\$1,354.57
				CITY UTILITY BILLS JULY 2013	\$55.42
				CITY UTILITY BILLS JULY 2013	\$2,024.50
				CITY UTILITY BILLS JULY 2013	\$72.17
				CITY UTILITY BILLS JULY 2013	\$76.00
				CITY UTILITY BILLS JULY 2013	\$76.96
				CITY UTILITY BILLS JULY 2013	\$77.66
				CITY UTILITY BILLS JULY 2013	\$39.18
				CITY UTILITY BILLS JULY 2013	\$17.99
				CITY UTILITY BILLS JULY 2013	\$6,097.20
				CITY UTILITY BILLS JULY 2013	\$4,979.45
				CITY UTILITY BILLS JULY 2013	\$4,785.85



City Of Richland

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From: 8/26/2013 To: 9/6/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$3,816.93
				CITY UTILITY BILLS JULY 2013	\$2,849.67
				CITY UTILITY BILLS JULY 2013	\$6.29
				CITY UTILITY BILLS JULY 2013	\$10.29
				CITY UTILITY BILLS JULY 2013	\$11.28
				CITY UTILITY BILLS JULY 2013	\$15.61
				CITY UTILITY BILLS JULY 2013	\$16.16
				CITY UTILITY BILLS JULY 2013	\$29.82
				CITY UTILITY BILLS JULY 2013	\$17.20
				CITY UTILITY BILLS JULY 2013	\$28.40
				CITY UTILITY BILLS JULY 2013	\$18.35
				CITY UTILITY BILLS JULY 2013	\$21.92
				CITY UTILITY BILLS JULY 2013	\$22.29
				CITY UTILITY BILLS JULY 2013	\$24.43
				CITY UTILITY BILLS JULY 2013	\$24.54
				CITY UTILITY BILLS JULY 2013	\$25.00
				CITY UTILITY BILLS JULY 2013	\$25.58
				CITY UTILITY BILLS JULY 2013	\$25.73
				CITY UTILITY BILLS JULY 2013	\$25.85
				CITY UTILITY BILLS JULY 2013	\$26.63
				CITY UTILITY BILLS JULY 2013	\$51.35
				CITY UTILITY BILLS JULY 2013	\$16.52
				CITY UTILITY BILLS JULY 2013	\$46.15
				CITY UTILITY BILLS JULY 2013	\$133.35
				CITY UTILITY BILLS JULY 2013	\$1,519.81
				CITY UTILITY BILLS JULY 2013	\$228.93
				CITY UTILITY BILLS JULY 2013	\$138.50
				CITY UTILITY BILLS JULY 2013	\$140.30
				CITY UTILITY BILLS JULY 2013	\$151.20
				CITY UTILITY BILLS JULY 2013	\$1,586.20
				CITY UTILITY BILLS JULY 2013	\$153.05
				CITY UTILITY BILLS JULY 2013	\$129.87
				CITY UTILITY BILLS JULY 2013	\$82.04
				CITY UTILITY BILLS JULY 2013	\$137.13
				CITY UTILITY BILLS JULY 2013	\$1,519.10
				CITY UTILITY BILLS JULY 2013	\$728.35
				CITY UTILITY BILLS JULY 2013	\$1,488.75
				CITY UTILITY BILLS JULY 2013	\$167.56
				CITY UTILITY BILLS JULY 2013	\$184.35
				CITY UTILITY BILLS JULY 2013	\$221.35
				CITY UTILITY BILLS JULY 2013	\$213.40



City Of Richland

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From: 8/26/2013 To: 9/6/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$197.88
				CITY UTILITY BILLS JULY 2013	\$191.31
				CITY UTILITY BILLS JULY 2013	\$161.73
				CITY UTILITY BILLS JULY 2013	\$122.75
				CITY UTILITY BILLS JULY 2013	\$1,755.40
				CITY UTILITY BILLS JULY 2013	\$98.81
				CITY UTILITY BILLS JULY 2013	\$110.24
				CITY UTILITY BILLS JULY 2013	\$95.00
				CITY UTILITY BILLS JULY 2013	\$91.69
				CITY UTILITY BILLS JULY 2013	\$89.30
				CITY UTILITY BILLS JULY 2013	\$114.58
				CITY UTILITY BILLS JULY 2013	\$232.80
				CITY UTILITY BILLS JULY 2013	\$1,700.10
				CITY UTILITY BILLS JULY 2013	\$85.30
				CITY UTILITY BILLS JULY 2013	\$123.52
				CITY UTILITY BILLS JULY 2013	\$123.60
				CITY UTILITY BILLS JULY 2013	\$129.25
				CITY UTILITY BILLS JULY 2013	\$1,359.86
COLUMBIA GRAIN & FEED		117832	204949	REPLACE DRIVE SHAFT	\$185.83
DEPARTMENT OF LABOR & INDUSTRIES		149191	204955	CREST ELEVATOR 10/2013-10/2014	\$61.10
EWING IRRIGATION PRODUCTS INC		6891065	205238	PVC-NIPPLES/BUSHINGS/CONNECTOR	\$82.12
		6897648		SHRUB ADAPTERS	\$20.25
FARMERS EXCHANGE		108948	204958	CHAIN SAW REPAIR	\$276.75
		40134		WEEDEATER	\$337.89
FERGUSON ENTERPRISES INC		1225458	205239	COPPER FITTINGS	\$87.88
FRONTIER	S015254	8/13-206-188-2614	205151	TELEPHONE CHARGE 8/19/13-9/18/	\$113.05
	S015254			TELEPHONE CHARGE 8/19/13-9/18/	\$915.61
	S015263	8/13-509-946-4078		TELEPHONE CHARGE 8/22/13 - 9/2	\$37.89
G & R AG PRODUCTS INC		2138987-0001-02	205152	TRIGGERJET	\$16.93
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		718136	205169	PVC FLANGES	\$25.15
		718901		WATER SAVER REPAIR KITS	\$100.57
MCDONALD'S & ASSOCIATES INC		080913	204983	TOP SOIL	\$151.62
MILESTONES ATHLETIC SUPPLY INC		79069	204986	BASKETBALL NETS	\$77.98
OXARC INC		PS09493	205184	CO2 BULK	\$323.65
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$66.58
POOL CARE PRODUCTS INC		107713	204996	PH TABLETS	\$27.08
PRO BUILD COMPANY LLC		71437195	204998	WOOD/STAY SHARP KIT	\$29.66
		71437203		WOOD/DUCT TAPE	\$107.73
		71437369	205190	WOOD BLADE/SCREWS	\$47.63
		71437428		SAND PAPER	\$7.21
		71437870	205252	LUMBER/CAULK/WOOD SCREWS	\$422.84



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From: 8/26/2013 To: 9/6/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PRO BUILD COMPANY LLC		71438095	205252	LUMBER	\$21.00
RICHLAND ACE HARDWARE		206264	205000	PVC CAPS	\$14.21
		206266		QWIK FIX COUPLINGS	\$43.93
		37582		PRUNERS	\$28.15
		37601		SPRAY PAINT	\$19.45
		37610		POWER CORD	\$11.36
		37613		WALL PLATES/FASTENERS/GLUE	\$26.92
		37625		COUPLING NUTS/RODS	\$5.72
TRI CITY FENCE INC		52939	205209	REWIRE CL GATE	\$77.98
WESMAR COMPANY INC		196040	205217	SAVERITE CTT	\$373.09
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$86.65
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$155,308.33
Division:	900	NON-DEPARTMENTAL			
ARBAUGH & ASSOCIATES INC		1250	205126	ARBAUGH-LEG SRVCS-JULY	\$1,323.00
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$17.68
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$142.80
STATE AUDITOR'S OFFICE		L99542	205010	AUDIT SERVICES-JULY 2013	\$1,407.40
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$38.41
NON-DEPARTMENTAL TOTAL ****					\$2,929.29
GENERAL FUND Total ***					\$456,225.56
FUND	101	CITY STREETS			
Division:	401	STREETS MAINTENANCE			
AMERICAN ROCK PRODUCTS INC		190334	205124	CONCRETE	\$230.14
		190503		TOP COURSE	\$118.60
		190628		CONCRETE	\$186.82
		190992		TOP COURSE	\$184.74
		191090		TOP COURSE	\$790.33
ANOVAWORKS		19255	204926	PHYSICAL-FITNESS FOR DUTY	\$200.00
CANON SOLUTIONS AMERICA INC		559634	205134	W3511 BASE/COPIES 8/10-9/13	\$47.29
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$1,134.34
				CITY UTILITY BILLS JULY 2013	\$78.84
FLATAU, JOEL		081613	205065	FLATAU-CDL ENDORSEMENT FEE	\$85.00
FRONTIER	S015254	8/13-206-188-2614	205151	TELEPHONE CHARGE 8/19/13-9/18/	\$56.75
	S015263	8/13-509-946-4078		TELEPHONE CHARGE 8/22/13 - 9/2	\$10.10
G & R AG PRODUCTS INC		2139325-0001-02	205152	TEEJET PARTS	\$11.83
HERTZ EQUIPMENT RENTAL CORP		26996263-001	205159	LIQUID PROPANE	\$116.67
		27001651-001		LIQUID PROPANE	\$80.37
		27009964-001		LIQUID PROPANE	\$103.71
		27032599-001		LIQUID PROPANE	\$85.56



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From: 8/26/2013 To: 9/6/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HERTZ EQUIPMENT RENTAL CORP		27032633-001	205159	LIQUID PROPANE	\$41.91
INLAND ASPHALT CO		32-1859911	204970	ASPHALT	\$201.35
		32-1862801	205162	ASPHALT	\$35.17
		32-1866079		ASPHALT	\$181.95
NORTHWEST PAVEMENT MANAGEMENT ASN		2013 NWPMA	204991	NWPMA 2013 CONFERENCE-DIENER	\$275.00
				NWPMA 2013 CONFERENCE-PARDINI	\$275.00
RICHLAND ACE HARDWARE		37668	205000	HAND HELD SPRAYERS	\$23.80
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$21.94
STREETS MAINTENANCE TOTAL ****					\$4,577.21
Division:	402	ARTERIAL STREETS			
BERGER ABAM ENGINEERS INC	P052423	302694	205227	DUPORTAIL BRIDGE - ENVIRON ASS	\$33,947.61
	P052423	302850		DUPORTAIL BRIDGE - ENVIRON ASS	\$10,602.28
DAVID EVANS & ASSOCIATES INC	P052005	334576	204953	CENTER PARKWAY - RAILROAD CROS	\$1,343.67
SAGEBRUSH CONCRETE SAWING & DRILLING INC		T013-A8-016	205006	CONCRETE CUT-ADA RAMPS	\$285.91
ARTERIAL STREETS TOTAL ****					\$46,179.47
CITY STREETS Total ***					\$50,756.68
FUND	110	LIBRARY			
Division:	303	LIBRARY			
CASCADE NATURAL GAS CORP		8/13-61897100006	205045	NATURAL GAS 7/19-8/19 LIBRARY	\$19.61
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$4,524.35
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$60.73
OCLC INC		0000263407	205100	CAT/MDATA/RESOURCE/ILL	\$941.57
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$80.28
RESERVE ACCOUNT		26906941/2013	205253	METER 3101613 PREPAY POSTAGE	\$1,000.00
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$133.66
LIBRARY TOTAL ****					\$6,760.20
LIBRARY Total ***					\$6,760.20
FUND	112	INDUSTRIAL DEVELOPMENT FUND			
Division:	305	ECONOMIC DEVELOPMENT			
ARBAUGH & ASSOCIATES INC		1250	205126	ARBAUGH-LEG SRVCS-JULY	\$135.00
BALLEW, GARY		13-358 BALLEW	205038	WSED GAMES/ELLENSBURG/BALLEW	\$136.82
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$329.49
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$10.10
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$14.31
TRI CITY HERALD	S015262	13606150	205211	FUNDING OPPORTUNITIES: CITY OF	\$240.00
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$24.49
ECONOMIC DEVELOPMENT TOTAL ****					\$890.21



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From: 8/26/2013 To: 9/6/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$39.91
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$39.91
INDUSTRIAL DEVELOPMENT FUND Total ***					\$930.12
FUND 113		I-NET			
Division:	202	CABLE COMMUNICATIONS/I-NET			
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$223.00
CABLE COMMUNICATIONS/I-NET TOTAL ****					\$223.00
I-NET Total ***					\$223.00
FUND 153		CDBG FUND			
Division:	308	CDBG PROGRAM			
CASCADE TITLE COMPANY OF BENTON		DPA13-07	204944	CDBG DPA PATTON/212 GOETHALS	\$9,000.00
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$59.34
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$2.53
	S015263			TELEPHONE CHARGE 8/22/13 - 9/2	\$2.53
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$18.59
TRI CITY TITLE & ESCROW		DPA13-06	205020	CDBG DPA NORTHEY/1011 WILLARD	\$2,918.75
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$5.48
				PHONE CHARGES 8/23-9/22/13	\$5.76
CDBG PROGRAM TOTAL ****					\$12,012.98
CDBG FUND Total ***					\$12,012.98
FUND 154		HOME FUND			
Division:	309	HOME PROGRAM			
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$2.53
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$5.76
HOME PROGRAM TOTAL ****					\$8.29
HOME FUND Total ***					\$8.29
FUND 380		PARK PROJECT CONSTRUCTION			
Division:	337	PARKS & REC PROJECTS			
ABADAN INC		ARIN042743	205122	GALA PARK CONSTRUCTION DRAWING	\$64.98
BANLIN CONSTRUCTION LLC	P052961	SB13-20PR/PYMT 3	205225	CLAYBELL PARK RESTROOM CONTRAC	\$2,861.90
ROCK PLACING CO		5083	205005	CLAYBELL PARK-TRUCK TIME	\$406.13
PARKS & REC PROJECTS TOTAL ****					\$3,333.01
PARK PROJECT CONSTRUCTION Total ***					\$3,333.01



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
PRO BUILD COMPANY LLC		71437694	205190	WALL FILLER	\$9.14
NON-DEPARTMENTAL TOTAL ****					\$9.14
GENERAL GOVT CONSTRUCTION Total ***					\$9.14
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P053001	3627-527730	204950	BALLAST, WHS & EQUIP HI-BAY	\$324.36
	P053001			BALLAST, ELECTRONIC, CFQ 26	\$13.54
	P053001			BALLAST, 277V RAPID START	\$21.12
	P053001			BALLAST (WRHS VEHICLE BAYS)	\$246.49
	P053001			ADJUST SALES TAX	(\$0.01)
	P053001			BALLAST, ELECTRONIC, DIMMABLE	\$281.04
	P053001			BALLAST, 277V 2F32T8, INSTANT	\$67.15
	P053111	3627-528600	205145	METER, SOCKET 6 TERM, CT RATED,	\$2,421.67
	P053111			ADJUST SALES TAX	\$0.01
	P053111			METER, SOCKET 13 TERM BLANK HUB	\$3,633.42
GRAYBAR ELECTRIC CO INC	P052641	967954307	204961	TERMINAL, XFMR 6 COND 350-12,	\$4,483.62
	P052997	968055185	205155	FUSELINK 8K, REMOVEABLE HEAD	\$98.44
	P052998	968055186		FUSELINK, 10K, REMOVEABLE HEAD	\$131.26
	S015244	968084469		WASHER DOUBLE COIL SPRING 5/8"	\$398.53
	P052997	968183110		FUSELINK, 15K, REMOVEABLE HEAD	\$65.63
HD SUPPLY POWER SOLUTIONS LTD	P053012	2330733-01	205158	TERM, JACKETED 1/0 SEALING KIT	\$201.44
	P053012			TERM, JACKETED, T-BODY JACKET	\$3,824.07
	S015226	2337056-00	204964	BOLT DOUBLE ARMING, 5/8 X 20,	\$573.99
	S015237	2346610-00	205158	PREFORMED GUY GRIP, 3/8, DEAD-	\$295.66
PLATT ELECTRIC SUPPLY INC	P052953	5486058	205187	ROPE HAND LINE, 3/8", POLY/DAC	\$168.95
WESCO DISTRIBUTION INC	P052955	461878	205028	ROPE HAND LINE, 1/2", POLY/DAC	\$145.75
	P052955			PADLOCK EQUIPMENT FARGO GM-322	\$1,559.52
	P052955			TAPE 3M #37, 3/4 X 66FT VINYL	\$1,131.74
TOTAL ****					\$20,087.39
Division:	501	BUSINESS SERVICES			
ARBAUGH & ASSOCIATES INC		1250	205126	ARBAUGH-LEG SRVCS-JULY	\$756.00
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$531.18
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$20.21
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$26.97
VERIZON WIRELESS	P052155	9710107666	205259	WIRELESS DATACARD-R.HAMMOND	\$40.01
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$48.90
BUSINESS SERVICES TOTAL ****					\$1,423.27



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From: 8/26/2013 To: 9/6/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 502 ELECTRICAL ENGINEERING					
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$37.89
US BANK EQUIPMENT FINANCE INC		234570992	205024	XEROX 6604 CONTRACT PAYMENT	\$81.60
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$91.87
ELECTRICAL ENGINEERING TOTAL ****					\$211.36
Division: 503 POWER OPERATIONS					
BOYD'S TREE SERVICE LLC	P052158	2931	205130	TREE PRUNING SERVICE-2013	\$1,690.33
CANON SOLUTIONS AMERICA INC		559634	205134	W3511 BASE/COPIES 8/10-9/13	\$15.76
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$258.54
				CITY UTILITY BILLS JULY 2013	\$3,022.60
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	S015246	3627-528478	205231	HIGH-LEVERAGE SIDE-CUTTING PLI	\$77.22
	S015246			BOLT CUTTERS, 18-1/4" WITH	\$130.99
DENNY'S		081413	205146	OVERTIME MEALS 8/14/13	\$102.63
FRONTIER	S015254	8/13-206-188-2614	205151	TELEPHONE CHARGE 8/19/13-9/18/	\$685.83
	S015263	8/13-509-946-4078		TELEPHONE CHARGE 8/22/13 - 9/2	\$50.63
HI-LINE HOLDING COMPANY LLC DBA	S015241	1/C37490	205161	SHIPPING	\$11.55
	S015241			LINEMAN WRENCH W/ LD HANDLE	\$181.94
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$0.92
STONEWAY ELECTRIC SUPPLY	S015138	S100548227.005	205011	300 AREA SWITCHBOARD 1200A & 2	\$9,033.05
	S015138	S100548227.007		300 AREA SWITCHBOARD 1200A & 2	\$7,568.98
	S015138	S100548227.009		300 AREA SWITCHBOARD 1200A & 2	\$551.71
	S015138	S100548227.011		300 AREA SWITCHBOARD 1200A & 2	\$3.14
	S015138			300 AREA SWITCHBOARD SWBD & EN	\$66.26
	S015138			300 AREA SWITCHBOARD SWBD N-36	\$25,213.32
	S015138			300 AREA SWITCHBOARD SWBD NO.1	\$48,698.18
	S015138	S100548227.013		300 AREA SWITCHBOARD SWBD & EN	\$23,144.09
	S015138	S100548227.015		300 AREA SWITCHBOARD SWBD & EN	\$157.33
	S015138			300 AREA SWITCHBOARD SWBD E3-S	\$23,468.61
TYNDALE ENTERPRISES INC	P052157	670589	205021	FIRE RETARDANT CLOTHING-2013	\$808.84
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$110.90
POWER OPERATIONS TOTAL ****					\$145,053.35
Division: 504 SYSTEMS DIVISION					
CANON SOLUTIONS AMERICA INC		559634	205134	W3511 BASE/COPIES 8/10-9/13	\$15.77
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$1,852.03
FRONTIER	S015254	8/13-206-188-2614	205151	TELEPHONE CHARGE 8/19/13-9/18/	\$61.67
	S015254			TELEPHONE CHARGE 8/19/13-9/18/	\$114.42
	S015263	8/13-509-946-4078		TELEPHONE CHARGE 8/22/13 - 9/2	\$48.10
ITRON INC	P052151	299142	205165	TECH SUPPORT PER CONTRACT	\$912.42
MYERS POWER PRODUCTS INC	P050553	W-83442	204988	15KV METALCLAD SWITCHGEAR FOR	\$375,445.46
OXARC INC		PS09829	205184	NITROGEN CYLINDER	\$103.56



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From: 8/26/2013 To: 9/6/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
THERMAL SUPPLY INC		5507151	205202	COPPER TEE/COUPLINGS/BUSHINGS	\$15.53
UNITED PARCEL SERVICE	S015252	000986641333	205022	GROUND PKG TO DOBLE ENGINEERIN	\$53.46
	S015252			WEIGHT CORRECTION FOR PKG TO D	\$5.39
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$106.09
SYSTEMS DIVISION TOTAL ****					\$378,733.90
Division:	505	ENERGY POLICY MGMT			
BENJAMIN'S CARPET ONE		09ES-11128-FY2013	204928	1324 JADWIN-COMM LIGHTING	\$1,989.25
BENTON COUNTY AUDITOR/WEATHERWISE	P053133	11840	204929	D. GUSTAFSON-RECORD LIEN; AC#	\$72.00
	P053120	173420		R. MORRISON-RECORD LIEN; AC#	\$72.00
	P053120	211360		M. ELLWEIN-RECORD LIEN; AC# 21	\$72.00
	P053133	420860		R. WALLING-RECORD LIEN; AC# 42	\$72.00
	P053120	691540 LIEN		C. TIEMENS-RECORD LIEN; AC# 69	\$72.00
	P053120	694320		R. HIGGINS-RECORD LIEN; AC# 69	\$72.00
	P053120	742900		M. HILTY-RECORD LIEN; AC# 7429	\$72.00
	P053120	774580 RELEASE		D. GUTIERREZ-LIEN RELEASE; AC#	\$72.00
	P053120	790600		P. GONZALEZ-RECORD LIEN; AC#	\$72.00
	P053120	811040		G. STOWE-RECORD LIEN; AC# 8110	\$72.00
	P053133	81400		V. LLEWELLYN-RECORD LIEN; AC#	\$72.00
	P053120	851830		M. TAYLOR-RECORD LIEN; AC# 851	\$72.00
BENTON PUD		8/13-3287762373	205129	ELEC SRVC AGREEMENT C129-05	\$557.01
CITY OF RICHLAND		691540	205230	2512 ALBEMARLE-REBATE-HP	\$1,000.00
DELTA HEATING & COOLING INC		21623	204954	114 DUSKY CT-REBATE-HEAT PUMP	\$900.00
ENERGY INCENTIVES INC	P052390	CORAUG2013	205237	MODIFICATION #1 ISSUED TO PROV	\$2,645.00
FLUID MARKET STRATEGIES INC	P052391	11736	205150	PROJECT ORDER-01 UNDER TERMS O	\$80.00
	P052726	54-0813-048		CFLS & SHOWERHEADS REBATES FOR	\$7,868.95
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$17.68
HARBOR FREIGHT TOOLS USA INC		LIGHTING RETROFIT	204962	HARBOR FREIGHT-COMM LIGHTING	\$5,340.00
M CAMPBELL & COMPANY INC		606306	205173	1814 HUNT-REBATE-HP/PTCS	\$900.00
		606373		1400 AMON DR-REBATE-HEAT PUMP	\$1,000.00
PERFECTION GLASS		9936405849	204994	2143 HARRIS-REBATE-WINDOWS	\$300.00
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$205.62
TALON SYSTEMS INC DBA		3459	205014	1102 COTTONWOOD-REBATE-PTCS	\$400.00
		3460		60 ARGON-REBATE-PTCS	\$400.00
		3461		55 COSMIC LN-REBATE-PTCS	\$400.00
		3627	205199	2303 OLYMPIA-REBATE-PTCS	\$400.00
		3628		158 HIGH MEADOWS-REBATE-PTCS	\$400.00
TOTAL ENERGY MANAGEMENT INC		49074WWR	205016	560 SPENGLER#P-REBATE-HP/PTCS	\$1,400.00
	P053079	49128	205204	EE LOAN: C. TIEMENS, 2512	\$12,346.20
TRI CITY GLASS INC		122964	205210	1411 POTTER-REBATE-WINDOWS	\$850.92
		123034		1413 POTTER-REBATE-WINDOWS	\$899.10
VERIZON WIRELESS	P052155	9710107666	205259	WIRELESS DATACARD-S.EDGEMON	\$40.01



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WESTINGHOUSE ELECTRIC COMPANY		09ES-11128-FY2013	205030	2939 RICHARDSON-COMM LIGHTING	\$11,475.00
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$48.50
ENERGY POLICY MGMT TOTAL ****					\$52,727.24
Division: 506	TECHNICAL SERVICES				
CANON SOLUTIONS AMERICA INC		559634	205134	W3511 BASE/COPIES 8/10-9/13	\$15.76
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$1,562.03
TECHNICAL SERVICES TOTAL ****					\$1,577.79
ELECTRIC UTILITY FUND Total ***					\$599,814.30
FUND 402	WATER UTILITY FUND				
Division: 000					
BADGER METER INC	P053016	12100501	205224	METER,WATER BRONZE DISC, 1",	\$2,945.76
	P053016	12100502		METER,WATER BRONZE DISK, 3/4,	\$10,604.74
	P053016			WATER METER BRONZE DISC 1-1/2"	\$1,462.05
TOTAL ****					\$15,012.55
Division: 410	WATER CAPITAL PROJECTS				
HD FOWLER COMPANY INC		I3447621	205157	18" SADDLE & STRAP	\$193.94
WATER CAPITAL PROJECTS TOTAL ****					\$193.94
Division: 411	WATER ADMINISTRATION				
ARBAUGH & ASSOCIATES INC		1250	205126	ARBAUGH-LEG SRVCS-JULY	\$486.00
WATER ADMINISTRATION TOTAL ****					\$486.00
Division: 412	WATER OPERATIONS				
CASCADE NATURAL GAS CORP		8/13-28638100009	205045	NAT GAS-110 SAINT 7/19-8/20	\$18.02
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$78,471.91
				CITY UTILITY BILLS JULY 2013	\$164.40
COLUMBIA ELECTRIC SUPPLY		5858-699634	205142	FLEXIBLE CONNECTORS	\$53.30
EVERGREEN RURAL WATER OF WASHINGTON		24888	204957	CCC EXAM REVIEW-DESPARTE	\$220.00
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$25.26
OXARC INC		PS09130	205184	CHLORINE	\$3,530.96
		PS09131		CHLORINE	\$2,076.01
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$11.27
VIVID LEARNING SYSTEMS		0023540-IN	205025	ON LINE TRAINING RENEWAL	\$1,232.83
WA STATE DEPT OF RETIREMENT SYSTEMS		01000748	205215	EXCESS COMPENSATION-DUNCAN K	\$25,240.83
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$55.48
XYLEM WATER SOLUTIONS USA INC	S015224	07746687	205223	UV SENSOR S013599 - WRONG ONE	(\$944.99)
	S015224	07747392		UV SENSOR UCD-SEC SO13300 #76-	\$940.00
	S015224	07748974		UV SENSOR UCD-SEC SO13300 #76-	\$1,916.00
WATER OPERATIONS TOTAL ****					\$113,011.28
Division: 413	WATER MAINTENANCE				



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From: 8/26/2013 To: 9/6/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AGRICULTURE MANAGEMENT LLC	P052258	C143-12/PYMT 8	205123	CHANGED CODING: HORN RAPIDS	\$6,818.18
BEAVER BARK & ROCK		574944	205128	SOD	\$40.61
		575496	204927	CONCRETE	\$108.28
		575659		CONCRETE	\$119.11
		575789		SOD	\$81.22
BENTON RURAL ELECTRIC ASSOCIATION		7/13-385100	204933	KENNEDY BOOSTER STATION	\$1,928.40
CANON SOLUTIONS AMERICA INC		559634	205134	W3511 BASE/COPIES 8/10-9/13	\$47.29
CENTRAL HOSE & FITTINGS INC		372774	205136	CLAMPS/SHANK	\$44.50
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$664.72
				CITY UTILITY BILLS JULY 2013	\$305.74
				CITY UTILITY BILLS JULY 2013	\$1,987.27
				CITY UTILITY BILLS JULY 2013	\$20,424.65
				CITY UTILITY BILLS JULY 2013	\$1,097.64
				CITY UTILITY BILLS JULY 2013	\$0.75
				CITY UTILITY BILLS JULY 2013	\$84.43
				CITY UTILITY BILLS JULY 2013	\$349.00
				CITY UTILITY BILLS JULY 2013	\$691.61
CONSOLIDATED SUPPLY CO	S015169	56487308.001	204951	FREIGHT	\$162.45
	S015169			AIR RELIEF, 2" INLET, WORKING	\$1,199.63
	S015169			AIR RELIEF, 3" INLET, WORKING	\$4,309.79
FASTENAL COMPANY		WARIC39939	204959	WASHERS	\$9.41
		WARIC40049		BOLTS	\$41.78
		WARIC40069	205148	PLUG TAPS	\$26.86
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$7.58
HD FOWLER COMPANY INC		I3450749	205157	14" SADDLES & STRAPS	\$283.47
		I3450750		12" RINGS/GASKETS	\$587.50
		I3452196		12" YELLOW END RINGS	\$80.10
	S015240	I3457075	205241	DRAIN VALVE FACING FOR M & H S	\$93.79
	S015240			DRAIN VALVE RIVET FOR M & H ST	\$86.64
INLAND ASPHALT CO		32-1862801	205162	ASPHALT	\$30.33
		32-1866079		ASPHALT	\$11.52
KELLEY'S TELE-COMMUNICATIONS INC	P052196	276309012013	205168	ANSWERING SERVICE FOR WATER &	\$68.73
PRO BUILD COMPANY LLC		71437742	205190	VISQUEEN	\$59.55
		71437820		LUMBER-2 X 2'S	\$346.56
		71438158		WOOD STAKES-2 BUNDLES	\$45.46
		71438159		WOOD STAKES-2 BUNDLES	\$62.79
		71438160		RETURN WOOD STAKES	(\$45.46)
UNITED PARCEL SERVICE	S015252	000986641333	205022	GROUND PKG TO DEPT OF L & I FO	\$7.56
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$17.52
WATER MAINTENANCE TOTAL ****					\$42,286.96



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From: 8/26/2013 To: 9/6/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WATER UTILITY FUND Total ***					\$170,990.73
FUND 403	WASTEWATER UTILITY FUND				
Division:	421	SEWER CAPITAL PROJECTS			
CENTRAL HOSE & FITTINGS INC		372379	205136	PVC HOSE/CLAMPS	\$126.28
HD FOWLER COMPANY INC		I3438697	205157	GATE VALVES/GASKETS	\$1,129.15
IMT INC		4755	204969	COL PARK LIFT STATION M13219	\$779.60
IRRIGATION SPECIALISTS INC		1086628-01	205164	BUSHINGS FOR MONTANA LS	\$23.21
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		720529	205169	VALVE/SEAL TAPE/PVC CEMENT	\$33.96
PLATT ELECTRIC SUPPLY INC		5528508	205187	BUSHINGS FOR MONTANA LS	\$17.59
STONEMAN ELECTRIC SUPPLY		S100587374.001	205109	HEX NUTS/WASHERS-TWAS	\$44.48
		S100587626.001		SPRING NUT/BOLTS/WASHERS-TWAS	\$44.20
TACOMA SCREW PRODUCTS INC		22080907	205013	THREAD SEAL TAPE/BALL VALVES	\$31.53
TOTAL ENERGY MANAGEMENT INC		36480	205114	VFD CONTROL PANEL-TWAS	\$1,169.64
SEWER CAPITAL PROJECTS TOTAL ****					\$3,399.64
Division:	422	SEWER OPERATIONS			
ANOVAWORKS		19914	205125	HEP B VACCINE-INJECTION	\$70.00
CITY OF RICHLAND		7/13-25	204946	#25 WASTEWATER-BIOSOLIDS	\$2,733.18
		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$18,126.62
FISHER SCIENTIFIC COMPANY, LLC	P053082	1141550	205149	COD TEST KIT, 25/PACK, 0-150 P	\$103.62
	P053082			FREIGHT	\$5.96
	P053082			COD TEST KIT, 25/PACK, 0-1500	\$207.24
FRONTIER	S015254	8/13-206-188-2614	205151	TELEPHONE CHARGE 8/19/13-9/18/	\$130.68
	S015263	8/13-509-946-4078		TELEPHONE CHARGE 8/22/13 - 9/2	\$40.41
JT AUTOMOTIVE PARTS INC DBA		292036	205078	RECHARGE KITS FOR AIRFILTERS	\$64.38
MIDWEST LABORATORIES INC	P052924	691754	204985	COR COMPOST FACILITY SAMPLING	\$310.00
	P052924			SHIPPING	\$42.90
NORCO INC		11947679	205182	ITRANS GAS MONITOR W/FILTERS	\$160.13
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$7.49
POLYDYNE INC	P053083	823711	205188	EMULSION POLYMER, CLARIFLOC C6	\$5,428.00
RICHLAND ACE HARDWARE		37486	205000	FIBER SCREEN	\$1.28
TACOMA SCREW PRODUCTS INC		22080907	205013	THREAD SEAL TAPE/BALL VALVES	\$14.05
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$89.84
SEWER OPERATIONS TOTAL ****					\$27,535.78
Division:	423	SEWER MAINTENANCE			
KELLEY'S TELE-COMMUNICATIONS INC	P052196	276309012013	205168	ANSWERING SERVICE FOR WATER &	\$68.73
THE DRAIN SURGEON		8/2013-303 CULLUM	205201	303 CULLUM-SNAKE MAIN LINE	\$162.45
URM STORES INC		C30713402	205212	DETERGENT	\$14.07
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$1.33
SEWER MAINTENANCE TOTAL ****					\$246.58



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WASTEWATER UTILITY FUND Total ***					\$31,182.00
FUND 404	SOLID WASTE UTILITY FUND				
Division:	430	CAPITAL PROJECTS			
WILLIAM CHARLES CONSTRUCTION CO LLC DBA	P052375	C29-13/RETAINAGE	205261	LANDFILL COMPOST PAD EXPANSION	\$12,295.37
	P052375			ADJUST AMOUNT	\$0.01
CAPITAL PROJECTS TOTAL ****					\$12,295.38
Division:	432	SOLID WASTE COLLECTION			
ANOVAWORKS		19626	205125	HEP A/B COMBO VACCINATIONS	\$145.00
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$253.30
FRONTIER	S015263	8/13-509-946-4078	205151	TELEPHONE CHARGE 8/22/13 - 9/2	\$7.58
MID COLUMBIA ENGINEERING INC	P052976	ST005894	204984	KASEY SMITH, ACCOUNTING CLERK	\$800.80
	P052976	ST005909	205176	KASEY SMITH, ACCOUNTING CLERK	\$640.64
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$15.64
UNITED PARCEL SERVICE	S015252	000986641333	205022	GROUND PKG TO PLANTRONICS FOR	\$9.06
	S015252			GROUND PKG TO ROUTEWARE FOR IT	\$8.50
VERIZON WIRELESS		9710154367	205213	SOLID WASTE MBU 7/20-8/19/13	\$326.80
				SOLID WASTE MBU 8/20-9/19/13	\$200.05
		9710154368		SOLID WASTE MBU 7/20-8/19/13	\$326.82
				SOLID WASTE MBU 8/20-9/19/13	\$200.05
		9710154369		SOLID WASTE MBU 7/20-8/19/13	\$326.80
				SOLID WASTE MBU 8/20-9/19/13	\$200.05
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$19.05
SOLID WASTE COLLECTION TOTAL ****					\$3,480.14
Division:	433	SOLID WASTE DISPOSAL			
AMERICAN ROCK PRODUCTS INC		189662	204925	CONCRETE	\$1,380.83
BENTON COUNTY SHERIFF'S OFFICE		JAN-APRIL 2013	204930	WORK CREW II JAN-APRIL 2013	\$1,564.70
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$1,221.96
FRONTIER	S015254	8/13-206-188-2614	205151	TELEPHONE CHARGE 8/19/13-9/18/	\$260.71
	S015263	8/13-509-946-4078		TELEPHONE CHARGE 8/22/13 - 9/2	\$17.68
SOLID WASTE ASN OF NORTH AMERICA		2014-59126	205008	SWANA 2014 DUES-EAGLES	\$330.00
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$38.80
SOLID WASTE DISPOSAL TOTAL ****					\$4,814.68
SOLID WASTE UTILITY FUND Total ***					\$20,590.20
FUND 405	STORMWATER UTILITY FUND				
Division:	441	STORMWATER			
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$354.12
PRO BUILD COMPANY LLC		71437447	205190	FURRING STRIPS	\$10.55
		71437529		EXTERIOR SHEATHING	\$28.31



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
REESE CONCRETE PRODUCTS MFG		51506	204999	3 CATCH BASIN FRAMES	\$445.11
STORMWATER TOTAL ****					\$838.09
STORMWATER UTILITY FUND Total ***					\$838.09
FUND 407	MEDICAL SERVICES FUND				
Division:	121	AMBULANCE			
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$669.03
COLUMBIA BASIN COLLEGE	P053152	01-004121	205141	PARAMEDIC PROGRAM MATERIALS	\$161.81
KADLEC REGIONAL MEDICAL CENTER		083113.01	204976	PHARMACY CHARGES-JUNE/JULY	\$1,352.05
NEXTEL COMMUNICATIONS		891160522-114	205181	CELL PHONES 7/18-8/17/13	\$36.04
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$72.68
SPRINT		147658811-069	205197	MONTHLY SRVC CHRGS-LIFEPAKS	\$151.24
VERIZON WIRELESS		9710117329	205213	MDT WIRELESS CHRGS 8/20-9/19	\$224.06
AMBULANCE TOTAL ****					\$2,666.91
MEDICAL SERVICES FUND Total ***					\$2,666.91
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
GENERAL PACIFIC INC	S015168	1209880	205153	REEL #6	\$9,625.88
	S015168			REEL #1	\$43,308.90
	S015168			REEL #3	\$48,949.24
	S015168			REEL #4	\$38,285.74
	S015168			REEL #2	\$36,837.08
	S015168			REEL #5	\$13,493.75
	S015168			REEL #7	\$4,162.56
	S015168			ADJUST FOR TAX	(\$0.01)
PARAMOUNT COMMUNICATIONS INC	P051836	P051836 RETAINAGE	204993	DIS FEE (INC TAX)	\$432.98
	P051836			Vaults installed along GWW for	\$3,585.01
	P052019	P052019 RETAINAGE		C/O #1 ISSUED TO ADD TO THE SC	\$1,286.95
	P052019			C/O #2 ISSUED TO ADD THE DIS F	\$45.01
	P052019			C/O #1 ISSUED TO ADD TO THE SC	\$244.00
	P052019			C/O #1 ISSUED TO ADD TO THE SC	\$357.40
	P052019			1515 GEORGE WASHINGTON WAY	\$614.84
	P052019			Fiber extension to 836 Stevens	\$630.91
	P052019			FIBER EXTENSION TO 1991 BATTELL	\$2,692.45
	P052019			2610 SALK AVE	\$2,486.11
BROADBAND ADMINISTRATION TOTAL ****					\$207,038.80
BROADBAND FUND Total ***					\$207,038.80
FUND 501	CENTRAL STORES FUND				



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 000					
HD FOWLER COMPANY INC	P053017	I3439010	204963	STREET ELBOW 90 DEGREE, 3/4"	\$81.23
	P053017			PVC THREADED NIPPLE 1 X CLOSE	\$8.01
	P053017			SPRINKLER FULL CIRCLE FALCON	\$1,400.97
	S015248	I3454429/I3457076	205241	PVC THREADED NIPPLE 1 X 6	\$9.34
	S015248			PVC THREADED NIPPLE 3/4 X 6	\$2.61
	S015248			ADJUST TAX	(\$0.01)
	S015248			PVC THREADED NIPPLE 3/4 X 8	\$3.80
	S015248			PVC THREADED NIPPLE 1 X 4	\$6.52
NORCO INC	P052952	11917232/11947662	204990	HARD HAT, CAP STYLE, WHITE,	\$24.89
	P052952			HARD HAT, CAP STYLE, ORANGE,	\$87.11
	P052952			HARD HAT, WIDE BRIM, WHITE,	\$80.71
	P052952			HARD HAT, WIDE BRIM, ORANGE,	\$80.71
	P052952			ADJUST STOCK UNIT PRICE	(\$0.04)
	P052952			SQWINCHER, FASTPACK, LEMONADE	\$188.88
	P052952			JUG, WATER COOLER, 3 GALLON,	\$107.22
	P052952			SQWINCHER, FASTPACK, FRUITPUNCH	\$188.88
	P052952			JUG THERMAL, 1 GALLON, BAIL	\$143.87
	P052952			SQWINCHER, FASTPACK, GRAPE	\$188.88
URM STORES INC		C30712920	205023	WHSE C STOCK-LYSOL	\$136.96
TOTAL ****					\$2,740.54
CENTRAL STORES FUND Total ***					\$2,740.54
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division: 214	EQUIPMENT MAINTENANCE				
ANOVAWORKS		19351	204926	PHYSICAL-DOT EXAM	\$79.00
BRAUN NORTHWEST INC		15493	205131	SOLENOID VEH 5040 WO 33258	\$133.15
		15535		BULBS VEH 3271 WO 33471	\$10.83
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$4,199.21
CONNELL OIL INC		0068163-IN	205144	LUBRICATION PRODUCTS	\$1,876.65
FRONTIER	S015254	8/13-206-188-2614	205151	TELEPHONE CHARGE 8/19/13-9/18/	\$112.40
	S015263	8/13-509-946-4078		TELEPHONE CHARGE 8/22/13 - 9/2	\$27.78
G & R AG PRODUCTS INC		2139363-0001-02	205152	VALVE VEH 3247 WO 33380	\$65.54
GROVER DYKES AUTO GROUP INC DBA		332506	205156	MIRROR ASSY VEH 5032 WO 33348	\$327.58
		332526		LAMP ASSY VEH 5032 WO 33348	\$442.51
		332579		PARKING LIGHT VEH 5032 33348	\$54.14
		332748		RETAINERS VEH 5032 WO 33348	\$15.27
		332761		ELEMENT ASSY VEH 5032 33377	\$86.95
		332900		ELEMENTS VEH 5041 WO 33407	\$119.06
		332901		ELEMENTS VEH 5040 WO 33406	\$119.06



City Of Richland

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From: 8/26/2013 To: 9/6/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GROVER DYKES AUTO GROUP INC DBA		332902	205156	ELEMENTS VEH 5037 WO 33405	\$119.06
		541362		LEAK REPAIR VEH 5040 WO 33258	\$1,550.63
		542333		OIL FILTER-CAP VEH 3250 33382	\$109.44
		542796		REPAIR OIL PAN VEH 1010 33452	\$1,140.18
HOTSY OF SPOKANE	P053090	18932	204967	CARBINE ATE SOAP PRESSURE WASH	\$257.21
	P053090			CARBINE ATE SOAP DRIVE THROUGH	\$2,057.70
JT AUTOMOTIVE PARTS INC DBA		291264	204973	FILTERS VEH 7118 WO 33401	\$19.32
		291270		FILTERS VEH 3227 WO 33399	\$35.68
		291272		FILTERS VEH 3177 WO 33408	\$88.13
		291273		FILTERS VEH 5029 WO 33425	\$53.50
		291275		FILTERS VEH 2313 WO 33426	\$20.76
		291277		FILTERS VEH 3294 WO 33424	\$152.22
		291279		FILTERS VEH 3237 WO 33443	\$35.68
		291280		FILTERS VEH 3224 WO 33416	\$35.68
		291286		FILTERS VEH 3296 WO 33431	\$141.61
		291288		FILTERS VEH 1009 WO 33427	\$9.26
		291289		FILTERS VEH 5031 WO 33442	\$49.89
		291290		FILTERS VEH 7126 WO 33441	\$116.56
		291291		FILTERS VEH 2372 WO 33440	\$18.09
		291294		FILTERS VEH 2257 WO 33438	\$16.37
		291297		UV DYE VEH 3281 WO 33320	\$51.92
		291304		FILTERS VEH 2231 WO 33439	\$11.99
		291310		FILTERS VEH 5036 WO 33411	\$94.97
		291371		FILTERS VEH 3151 WO 33449	\$81.35
		291375		WIPERBLADES VEH 3231 WO 33312	\$23.80
		291500		SCREWDRIVER VEH 9500 WO 33266	\$7.03
		291529		BATTERY VEH 1101 WO 33437	\$159.30
		291549		BRK CLEANER VEH 7145 WO 33435	\$87.84
		291551		BRK CLEANER VEH 3285 WO 33415	\$65.35
		291582		SWITCH VEH 3287 WO 33445	\$9.65
		291607		CONDITIONING DISCS VEH 3282	\$62.81
		291610		SOLENOID VEH 3287 WO 33445	\$53.46
		291672		TENSIONERS VEH 3277 WO 33451	\$139.02
		291706		BATTERY VEH 6564 WO 33455	\$108.67
		291721		PORT VALVE VEH 3175 WO 33457	\$8.06
		291722		PORT VALVE VEH 3175 WO 33457	\$8.06
		291742		OIL VEH 5100 WO 33458	\$11.65
		291768		LAMP VEH 3187 WO 33392	\$5.77
		291781		GASKETS VEH 6580 WO 33419	\$72.56
		291782		AIR FILTER VEH 3224 WO 33454	\$10.18
		291791		SWITCH VEH 3292 WO 33246	\$4.92



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From: 8/26/2013 To: 9/6/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		291921	205078	DIESEL EXHAUST FLUID VEH 7146	\$14.86
		291924		ADHESIVE VEH 7135 WO 33475	\$4.31
		291925		DIESEL EXHAUST FLUID VEH 3313	\$29.72
		291931		TAPS/U-BOLT VEH 3315 WO 33398	\$16.17
		291941		BATTERIES VEH 5039 WO 33468	\$428.87
		291970		RED PAINT VEH 2342 WO 33474	\$64.02
		292060		AIR FILTER VEH 7143 WO 33494	\$86.43
MCCURLEY CHEVROLET		835932	205175	BULB VEH 1106 WO 33350	\$7.60
		836076		REAR WHEELS VEH 3305 WO 33307	\$365.35
		836212		BRAKE MODULE VEH 3225 33325	\$800.98
		836212CM		CORE RETURN VEH 3225 33325	(\$54.15)
		836322		ACCESS COVER VEH 3237 33075	\$6.14
		836545		BRAKE DRUMS VEH 2374 WO 33357	\$206.20
		836770		THROTTLE BODY VEH 2369 33379	\$281.02
		836941		THROTTLE BODY VEH 2369 33379	\$210.68
		836941CM		RETURN THROTTLE BODY VEH 2369	(\$210.68)
		836942		SENSOR VEH 2369 WO 33379	\$73.61
		837298		MOTOR KIT VEH 3263 WO 33447	\$212.84
		837326		SWITCH VEH 3233 WO 33450	\$30.09
		837506		MOTOR KIT VEH 3224 WO 33454	\$209.48
		837842		HANDLE VEH 2319 WO 33221	\$77.16
MOBILE FLEET SERVICE INC		1232270045	204987	SENSOR VEH 3212 WO 33344	\$56.25
		1232330064	205177	GAUGES VEH 3212 WO 33344	\$832.32
MONARCH MACHINE & TOOL CO INC		B165597	205178	GUSSETS VEH 0800 WO 33189	\$76.93
NOVUS GLASS		I0002201	204992	SAFETY PLATE VEH 7141 WO 33051	\$203.13
		I0002698		WINDSHIELD VEH 3265 WO 33319	\$265.22
		I0002752		WS REPAIR VEH 2355 WO 33324	\$30.27
		I0002785		WINDSHIELD VEH 2355 WO 33324	\$311.59
		I0002802		WS REPAIR VEH 3283 WO 33359	\$32.49
		I0002818		WINDSHIELD VEH 2379 WO 33364	\$260.96
		I0002862		WINDSHIELD VEH 2328 WO 33385	\$305.25
		I0002887		WINDSHIELD VEH 2351 WO 33462	\$299.84
		I0003025		WS REPAIR VEH 2342 WO 33474	\$32.49
PETERSON PACIFIC CORP		CI-000001401	205185	DRIVE KIT VEH 7143 WO 33484	\$1,735.12
RDO EQUIPMENT CO		P03014	205193	SPINDLES/YOKES VEH 6566 33394	\$1,579.21
		P03015		MULCH KIT VEH 6566 WO 33403	\$1,087.67
		P03103		IGNITION KEYS VEH 6587 33463	\$43.98
RIVER CITY TOWING INC		12854	205002	TOWING VEH 1010 WO 33452	\$166.78
		12855		TOWING VEH 1010 WO 33452	\$48.74
RMT EQUIPMENT		Q75385	205003	FILTER VEH 6564 WO 33090	\$63.50
		Q75727	205194	SKID ASSY VEH 7137 WO 33147	\$2,442.77



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TACOMA SCREW PRODUCTS INC		22081607	205013	WASHERS VEH 7145 WO 33466	\$16.43
TIRE FACTORY INC DBA		02-100372	205203	TIRES VEH 3211 WO 33327	\$1,535.71
		03-97428	205015	ALIGNMENT VEH 2408 WO 33360	\$56.26
TRANSPORT EQUIPMENT CO INC DBA		147166	205017	RADIO VEH 3284 WO 33145	\$273.08
		147528		HOODHOOK VEH 3284 WO 33351	\$13.46
		147534		PUMP VEH 3281 WO 33320	\$799.47
		147579		PRESSURESTAT VEH 3312 WO 33341	\$51.25
		147650		SEAL VEH 3286 WO 33278	\$50.62
		147681		REBATE VEH 3284 WO 33145	(\$10.83)
		147956		ALTERNATOR VEH 3306 WO 33320	\$363.71
		148015		EXHAUST PIPE VEH 5039 32881	\$50.24
		148016		HUBCAP VEH 3281 WO 33320	\$25.18
		148087		AIR CLEANER VEH 3284 WO 33413	\$76.00
		148088		BATTERY SWITCH VEH 3310 33421	\$130.82
		148161		CONTROL VALVE VEH 3284 33459	\$820.87
		148286		VALVE PROTECTOR VEH 3171 33469	\$34.85
		148292	205205	EXHAUST CLAMPS VEH 3315 33398	\$72.49
		148413		KNOB VEH 3314 WO 33329	\$6.94
		148461	205256	OIL CAP VEH 4099 WO 33492	\$64.30
		148481		FLASHER BLADE VEH 3309 33487	\$238.11
		148563		CREDIT VEH 3315 WO 33398	(\$1.08)
TRI CITIES BATTERY & AUTO REPAIR		0089998	205208	BATTERIES VEH 4134 WO 33461	\$372.50
URM STORES INC		C30713403	205023	SHOP SUPPLIES-LAUNDRY SOAP	\$14.07
WASHINGTON COMMUNICATIONS LLC DBA		340251	205027	RADIO KNOB VEH 9500 WO 33432	\$22.54
		340715		FLASHLIGHT CHARGER VEH 2410	\$40.62
		341117		FLASHLIGHT CHARGER VEH 1107	\$81.23
WESTERN CASCADE CONTAINER LLC		WCC113252	205219	MESH TARPS VEH 3292 WO 32807	\$553.69
WESTERN PETERBILT INC		H211243	205220	GLASS VEH 3312 WO 33493	\$73.01
WESTERN STATES EQUIPMENT COMPANY		PC110261269	205221	PINS VEH 3283 WO 33263	\$29.04
		PC110261378		SLEEVES VEH 7135 WO 33193	\$125.51
		PC110261581		REMOTE CABLE VEH 7104 33383	\$97.95
		PC110261860		COUPLINGS VEH 3312 WO 33341	\$25.90
		PC110261861		COUPLINGS VEH 3284 WO 33351	\$61.27
		PC110262006		COUPLINGS VEH 3312 WO 33378	\$25.90
		PC110262086		TURBO CHARGER VEH 3309 33368	\$2,598.57
		PR110019732		CORE CREDIT VEH 3309 WO 33368	(\$983.66)
		WO110092258		COOLING SYS REPAIRS VEH 7130	\$1,787.03
WESTERN SYSTEMS & FABRICATION INC		5008	205029	SEAL KIT VEH 3285 WO 33282	\$222.52
		5185		CTRL VALVE VEH 3296 WO 33370	\$788.67
WONDRACK DISTRIBUTING INC		0430525	205031	OFF ROAD DYED DIESEL/LANDFILL	\$2,992.77
		0717348		CARDLOCK FUEL 8/9-8/15/13	\$22,379.54



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WONDRACK DISTRIBUTING INC		0717433	205031	CARDLOCK FUEL 8/16-8/22/13	\$14,891.21
WOODPECKER TRUCK & EQUIPMENT INC		1-232190010	205032	IGNITION SWITCH VEH 3219 33340	\$57.34
		1-232190013		IGNITION SWITCH VEH 3219 33340	\$26.69
		1-232200013		FAN SHROUD VEH 5042 WO 33354	\$177.71
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$62.42
EQUIPMENT MAINTENANCE TOTAL ****					\$78,701.59
EQUIPMENT MAINTENANCE FUND Total ***					\$78,701.59

FUND 503**EQUIPMENT REPLACEMENT FUND****Division:**

215

EQUIPMENT REPLACEMENT

FAST SIGNS	P053135	139-47524	205063	SALES TAX	\$49.30
	P053135			VEH#1201 GRAPHICS	\$594.00
	P053135	139-47681		SALES TAX	\$49.30
	P053135			VEH#1202 GRAPHICS	\$594.00
	P053135	139-47682		SALES TAX	\$49.30
	P053135			VEH#1203 GRAPHICS	\$594.00
	P053135	139-47683		VEH#1204 GRAPHICS	\$594.00
	P053135			SALES TAX	\$49.30
	P053135	139-47684		SALES TAX	\$49.30
	P053135			VEH#1205 GRAPHICS	\$594.00
FINANCIAL CONSULTANTS INT'L INC	P053157	11312	205240	SEPT 2013 MONTHLY LEASE PAYMEN	\$2,932.20
SONSHINE COLLISION SERVICES INC	P053091	14613/14/15/16/17	205009	PAINT DOORS ON PATROL CARS	\$3,790.50
EQUIPMENT REPLACEMENT TOTAL ****					\$9,939.20
EQUIPMENT REPLACEMENT FUND Total ***					\$9,939.20

FUND 505**PUBLIC WORKS ADMIN & ENGINEER****Division:**

450

PW ADMIN & ENGINEERING

ALDRICH, NANCY		13-356 ALDRICH	204923	FAC MTG/OLYMPIA/ALDRICH	\$180.42
CITY OF RICHLAND		7/2013 JULY	204945	CITY UTILITY BILLS JULY 2013	\$739.85
FRONTIER	S015254	8/13-206-188-2614	205151	TELEPHONE CHARGE 8/19/13-9/18/	\$165.64
	S015263	8/13-509-946-4078		TELEPHONE CHARGE 8/22/13 - 9/2	\$70.84
MID COLUMBIA ENGINEERING INC	P052731	ST005893	204984	TODD LOCATI - ENGINEERING ASSI	\$858.00
	P052731	ST005908	205176	TODD LOCATI - ENGINEERING ASSI	\$643.50
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$33.16
RICHLAND ACE HARDWARE		37673	205000	KEY FOR VEHICLE 2320	\$3.24
US BANK EQUIPMENT FINANCE INC		234570992	205024	XEROX 6604 CONTRACT PAYMENT	\$81.60
VERIZON WIRELESS	P052203	9710155308	205213	INTERNET ACCESS ON 2 LAPTOPS:	\$80.02
XO HOLDINGS LLC DBA		0261501960	205262	PHONE CHARGES 8/23-9/22/13	\$169.22
PW ADMIN & ENGINEERING TOTAL ****					\$3,025.49
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$3,025.49



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
LIFE INSURANCE COMPANY OF NORTH AMERICA		8/2013-FLI051384	205172	FLI051384 PREMIUMS-AUG 2013	\$9,334.55
		8/2013-LK030278		LK030278 PREMIUMS-AUG 2013	\$11,150.01
		8/2013-OK807703		OK807703 PREMIUMS-AUG 2013	\$2,550.86
MAGELLAN BEHAVIORAL HEALTH		SEPT2013/SELFBILL	205174	SEPTEMBER 2013 EAP	\$683.91
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$23,719.33
HEALTH CARE/BENEFITS PLAN Total ***					\$23,719.33
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
ANDERS, PETER		AP00003708261301	205035	MEDICARE PREMIUM/ANDERS	\$104.90
BOWLS, DAVID		AP00003508261301	205041	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R		AP00000408261301	205043	MEDICARE PREMIUM/CANFIELD	\$104.90
CANTLEY VISION INC DBA		110612AM	204941	VISION DOS 11/6/12	\$88.50
CARRICK, HENRY		081913HC	204942	OTC MEDICINES DOS 8/19/13	\$32.47
		AP00000508261301	205044	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M		AP00000608261301	205049	MEDICARE PREMIUM/CLARK	\$104.90
CORK'S MEDICAL CTR PHARMACY		10741HJ	204952	OTC MEDICINES DOS 8/17/13	\$83.88
DOWNES, DANNY		AP00005108261301	205056	MEDICARE PREMIUM/DOWNES	\$104.90
ELIASON, CURTIS		AP00003308261301	205059	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J		AP00000908261301	205062	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY		AP00006008261301	205064	MEDICARE PREMIUM/FERRIANS	\$104.90
HOUCHIN, EARL		AP00001208261301	205071	MEDICARE PREMIUM/HOUCIN	\$104.90
JOHNSON, NEILS E		AP00003408261301	205075	MEDICARE PREMIUM/JOHNSON	\$103.90
JONES, HAROLD		AP00005508261301	205076	MEDICARE PREMIUM/JONES	\$104.90
JONES, MYRNA JO LMP		082313MO	204972	MEDICAL DOS 8/23/13	\$100.00
KEYS, JACK D		AP00006208261301	205083	MEDICARE PREMIUM/KEYS	\$104.90
LAHTI, ROGER P		AP00006408261301	205084	MEDICARE PREMIUM/LAHTI	\$103.90
MITCHELL, RAYMOND L		AP00001508261301	205096	MEDICARE PREMIUM/MITCHELL	\$104.90
MYERS, EDWARD A		AP00007608261301	205098	MYERS/MEDICARE PREMIUM	\$104.90
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$20.24
POLLARD, JAMES		AP00004808261301	205101	MEDICARE PREMIUM/POLLARD	\$99.90
RONEY, LARRY		AP00003608261301	205105	MEDICARE PREMIUM/RONEY	\$104.90
WEST, ROYAL		AP00002008261301	205117	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E		AP00007508261301	205119	MEDICARE PREMIUM/WILLIAMSON	\$101.90
FIRE PENSION TOTAL ****					\$2,413.09
FIREMAN'S PENSION Total ***					\$2,413.09
FUND 612	POLICEMEN'S PENSION FUND				



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 217	POLICE PENSION				
BAKER, MARSHALL R		AP00006308261301	205037	MEDICARE PREMIUM/BAKER	\$104.90
BATES, LAURIE VERN JR		AP00004908261301	205039	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY		AP00003808261301	205040	MEDICARE PREMIUM/BEDEN	\$104.90
BRUNSON, DALE A		AP00004208261301	205042	MEDICARE PREMIUM/BRUNSON	\$104.90
CLEAVENGER, WILL J		AP00007308261301	205050	MEDICARE PREMIUM/CLEAVENGER W	\$104.90
CLEMENTS, JOHN M		AP00007408261301	205051	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY		AP00006608261301	205052	MEDICARE PREMIUM/COUCH	\$104.90
DERRICK, GEORGE		AP00000708261301	205055	MEDICARE PREMIUM/DERRICK	\$104.90
DUCHEMIN, ROGER		AP00000808261301	205057	MEDICARE PREMIUM/DUCHEMIN	\$104.90
ESC IV LP DBA		AP00007208261301	205061	WIEBOLDT/ASSISTED LIVING	\$4,610.00
GANLEY, JOHN M		AP00007908261301	205067	MEDICARE PREMIUM/GANLEY	\$104.90
HIGGINS, FRED C		AP00007808261301	205070	HIGGINS MEDICARE PREMIUM	\$103.90
KROGER-FRED MEYER		672261JD	204977	672261 RX DOS 8/4/13	\$8.54
LEWIS, DAVID L		AP00004308261301	205087	MEDICARE PREMIUM/LEWIS	\$101.90
LOHDEFINCK, RICHARD N		AP00002308261301	205089	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MANUEL, D ART		AP00002508261301	205092	MEDICARE PREMIUM/MANUEL	\$104.90
MOORE, ROBERT		AP00007108261301	205097	MEDICARE PREMIUM/MOORE	\$104.90
PITNEY BOWES PURCHASE POWER		7/13-1127-9365	204995	POSTAGE 7/01/13-7/31/13	\$20.24
SPARKS, DAVID W		AP00005908261301	205106	MEDICARE PREMIUM/SPARKS	\$104.90
TAYLOR, KENNETH		AP00002708261301	205110	MEDICARE PREMIUM/TAYLOR	\$104.90
THOMAS, GERALD D		AP00003208261301	205112	MEDICARE PREMIUM/THOMAS G	\$104.90
TURNER, ROY		AP00003108261301	205115	MEDICARE PREMIUM/TURNER	\$104.90
WENDLAND, WALTER		AP00001908261301	205116	MEDICARE PREMIUM/WENDLAND	\$104.90
WIEBOLDT, THOMAS		AP00004008261301	205118	MEDICARE PREMIUM WEIBOLDT	\$104.90
WILMOTH, ROD		AP00004508261301	205120	MEDICARE PREMIUM/WILMOTH	\$104.90
ZIMMERMAN, GERALD		AP00005008261301	205121	MEDICARE PREMIUM/ZIMMERMAN	\$104.90
POLICE PENSION TOTAL ****					\$7,047.48
POLICEMEN'S PENSION FUND Total ***					\$7,047.48
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division: 600	SECOMM OPERATIONS GENERAL				
BMC SOFTWARE INC	P053056	UI148632	204938	TRACK-IT SUPPORT RENEWAL	\$319.22
CENTURYLINK		8/13-509-624-3863	205137	GENERAL PHONE 8/16-9/16/13	\$7.31
FRONTIER		8/13-206-188-1060	205151	GENERAL PHONE 8/19-9/18/13	\$358.07
HUSA, E. IVAR		081913	205072	REFLECTIVE TAPE/PLYWOOD/BOLTS	\$52.90
SPRAGUE PEST SOLUTIONS		2136205-2136206	205196	PEST CONTRACT SERVICES-AUGUST	\$106.10
SECOMM OPERATIONS GENERAL TOTAL ****					\$843.60
Division: 601	E911 OPERATIONS				
FRONTIER		8/13-253-012-0862	205151	E911 LINES 8/22-9/21/13	\$35.00



City Of Richland

VL-1 Voucher Listing

From: 8/26/2013 To: 9/6/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
E911 OPERATIONS TOTAL ****					\$35.00
Division: 602	SECOMM AGENCY				
BENTON COUNTY SHERIFF'S OFFICE		JAN-APRIL 2013	204930	WORK CREW II JAN-APRIL 2013	\$1,126.62
SECOMM AGENCY TOTAL ****					\$1,126.62
SOUTHEAST COMMUNICATIONS CTR Total ***					\$2,005.22
FUND 642	800 MHZ PROJECT				
Division: 610	800 MHZ				
BENTON PUD	P053128	8/13-3423907365	204932	RATTLESNAKE MTN LEASE FEB-JUNE	\$3,811.20
BMC SOFTWARE INC	P053056	UI148632	204938	TRACK-IT SUPPORT RENEWAL	\$319.22
MOTOROLA	P053116	78239854	205179	800MHZ MAINTENANCE CONTRACT -	\$18,742.45
800 MHZ TOTAL ****					\$22,872.87
Division: 611	MICROWAVE				
WASHINGTON COMMUNICATIONS LLC DBA	P053007	339902	205216	CONSTELLATION RECEIVER REPAIR	\$1,286.07
MICROWAVE TOTAL ****					\$1,286.07
800 MHZ PROJECT Total ***					\$24,158.94
FUND 643	EMERGENCY MANAGEMENT				
Division: 621	RADIOLOGICAL EMGCY PREPAREDNES				
MID COLUMBIA ENGINEERING INC	P052723	ST005892	204984	BECKI COATS, SURVEY TAKER	\$78.65
SPRAGUE PEST SOLUTIONS		2136205-2136206	205196	PEST CONTRACT SERVICES-AUGUST	\$23.58
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$102.23
Division: 622	DOE EMERGENCY PREPAREDNESS				
BMC SOFTWARE INC	P053056	UI148632	204938	TRACK-IT SUPPORT RENEWAL	\$159.61
SPRAGUE PEST SOLUTIONS		2136205-2136206	205196	PEST CONTRACT SERVICES-AUGUST	\$23.58
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$183.19
Division: 623	JURISIDICITION				
BMC SOFTWARE INC	P053056	UI148632	204938	TRACK-IT SUPPORT RENEWAL	\$159.62
CIMRHAKL, CAROLE		082113	205229	CIMRHAKL-FAIR PARKING FEE	\$3.00
SPRAGUE PEST SOLUTIONS		2136205-2136206	205196	PEST CONTRACT SERVICES-AUGUST	\$23.58
JURISIDICITION TOTAL ****					\$186.20
EMERGENCY MANAGEMENT Total ***					\$471.62



City Of Richland

VL-1 Voucher Listing

From: 8/26/2013 To: 9/6/2013

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

\$1,717,602.51

Number of Invoices

Amount

Vouchers In Richland	130	\$67,724.59
Vouchers In Tri Cities	133	\$274,479.89
Vouchers In WA	170	\$374,822.60
Vouchers Outside WA	516	\$1,000,575.43
Vouchers Final Total.....	949	\$1,717,602.51

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$25,343.46	1.48%
2	BENEFITS	\$33,391.03	1.94%
3	SUPPLIES	\$251,886.74	14.67%
4	OTHER SERVICES & CHARGES	\$470,897.44	27.42%
5	INTERGOVERNMENTAL SERVICES	\$243,180.56	14.16%
6	CAPITAL PROJECTS	\$439,597.72	25.59%
	MACHINERY & EQUIPMENT	\$215,304.12	12.54%
9	INTERFUND SERVICES	\$160.96	0.01%
	INVENTORY PURCHASES	\$37,840.48	2.2%
	Total	\$1,717,602.51	