



Agenda
REGULAR CITY COUNCIL MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, November 19, 2013

City Council Pre-Meeting Workshop 6:15 p.m.

(Discussion Only - Annex Building)

1. Hearing Examiner Discussion with Ken Harper (45 minutes)
 - Bill King, Deputy City Manager

City Council Pre-Meeting, 7:15 p.m.

(Discussion Only - Annex Building)

1. Agenda Review
 - Council Members, City Council

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. 2014 Legislative Priorities Presented by Dave Arbaugh (15 minutes)
 - Pete Rogalsky, Public Works Director
2. CityView Video: Stevens Drive Extension (3 minutes)
 - Trish Herron, Communications and Marketing Manager
3. Proposed LaPierre Annexation Proponent (per RCW 35.13.125) (10 minutes)
 - Rick Simon, Development Services 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 November 5, 2013
- Marcia Hopkins, City Clerk

Ordinances - First Reading:

2. Ordinance No. 41-13, Approving an Amendment to RMC Section 13.06.400: Medical and Ambulance Service Utility, Charges - Ambulance Utility Rate Increase
- Grant Baynes, Fire and Emergency Services Director

Ordinances - Passage:

3. Ordinance No. 33-13, Amending RMC Chapter 2.32, 2017 Council Compensation Plan
- Cathleen Koch, Administrative Services Director
4. Ordinance No. 35-13, 2014 Budget and Capital Improvement Plan
- Cathleen Koch, Administrative Services Director
5. Ordinance No. 36-13, 2013 Budget Amendments
- Cathleen Koch, Administrative Services Director
6. Ordinance No. 37-13, Amending RMC Title 3: Finance, Approving Miscellaneous Accounting Funds
- Cathleen Koch, Administrative Services Director
7. Ordinance No. 38-13, Amending RMC Title 23: Zoning and Adopting the 2013 Comprehensive Plan Amendments
- Rick Simon, Development Services Manager
8. Ordinance No. 39-13, Amending the Official Zoning Map to Match the Comprehensive Plan
- Rick Simon, Development Services Manager

Resolutions - Adoption:

9. Resolution No. 79-13, Approving Electric Utility Tax Increase
- Bob Hammond, Energy Services Director
10. Resolution No. 78-13, Reappointments to the Wine Science Center Development Authority Board: Robert Tippet and Patrick Dineen
- Marcia Hopkins, City Clerk
11. Resolution No. 80-13, Reappointments to the Americans with Disabilities Act Citizens Advisory Committee: Roger Bowman and Melissa Williams
- Marcia Hopkins, City Clerk
12. Resolution No. 81-13, Establishing 2014 Legislative Priorities
- Pete Rogalsky, Public Works Director

13. Resolution 82-13, Accepting a Request for LaPierre Annexation of 4.8 Acres Located North of Reata Road and East of Mata Court
 - Rick Simon, Development Services Manager

Items for Approval:

14. Agreements with Candy Mountain, LLC for Transmission Line Access Easements
 - Bob Hammond, Energy Services Director
15. Consultant Agreement with SWCA Environmental Engineers for Cultural Resource Services Related to Howard Amon Park
 - Phil Pinard, Planning and Capital Projects Manager
16. Consultant Agreement with URS Corporation for Design Services Related to the City's Stormwater Retrofit Project
 - Pete Rogalsky, Public Works Director
17. Approval of Purchase of Semper Fat Property for Duportail Street Project
 - Pete Rogalsky, Public Works Director
18. Agreement with Dave Arbaugh and Associates for State Legislative Services
 - Cindy Johnson, City Manager

Expenditures - Approval:

19. October 28, 2013 - November 8, 2013, for \$9,014,907.84, including Check Nos. 206706-207107, Wire Nos. 5482-5495, Payroll Check Nos. 99130-99141, and Payroll Wire/ACH Nos. 8258-8278
 - Cathleen Koch, Administrative Services Director

Items of Business:

1. Funding Recommendation for the 2013 Business License Reserve Fund - Fall Cycle
 - Gary Ballew, Economic Development Manager
2. Purchase and Sale Agreement and Land Lease with Washington Transfer Terminal for the Horn Rapids Rail Loop
 - Gary Ballew, Economic Development Manager

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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

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Council Agenda Coversheet

Council Date: 11/19/2013

Category: Presentation

Agenda Item: P1

Key Element: Key 3 - Economic Vitality

Subject: PROPOSED LAPIERRE ANNEXATION PROPONENT

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Presentation

Recommended Motion:

None.

Summary:

In accordance with state law RCW 35.13.125, a meeting date has been established for November 19, 2013, to provide Council with an opportunity to meet with the proponent of an annexation of approximately 4.8 acres located north of Reata Road and east of Mata Court (refer to the attached vicinity map). This meeting represents Council's opportunity to accept, reject or geographically modify the boundaries on the proposed annexation and to set forth the conditions for possible annexation.

Draft Resolution No. 82-13 on the Consent Calendar provides more information regarding the proposed annexation for Council's consideration.

Fiscal Impact?

☒ Yes ☐ No

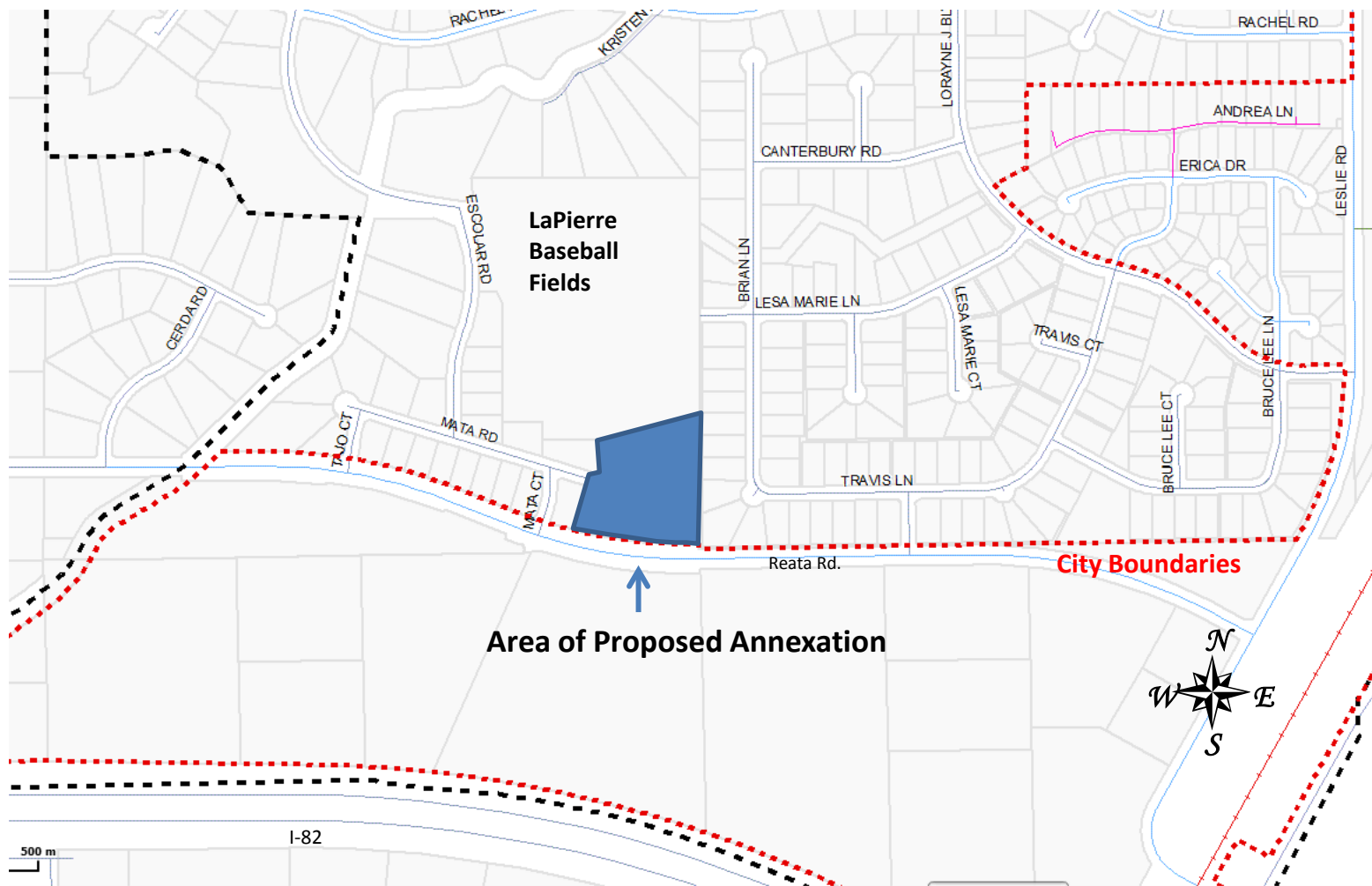
There is no fiscal impact by meeting with the Proponent. However, annexation obligates the City to provide its services to the annexed territory. The City would also receive revenues from property and sales taxes upon annexation. Staff will provide an assessment to determine the fiscal impacts of this annexation on the City at the time that a formal public hearing is held.

Attachments:

1) Vicinity Map

City Manager Approved:

Johnson, Cindy
Nov 14, 15:37:19 GMT-0800 2013



PROPOSED LAPIERRE ANNEXATION



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: APPROVAL OF THE COUNCIL MEETING MINUTES

Department: Assistant City Manager

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Motion to approve the minutes of the Council meeting held on November 5, 2013.

Summary:

None.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Draft 11/05/13 Council Meeting Minutes

City Manager Approved:

Johnson, Cindy
Nov 14, 15:37:31 GMT-0800 2013

**MINUTES****RICHLAND CITY COUNCIL REGULAR MEETING****Richland City Hall ~ 505 Swift Boulevard****Tuesday, November 5, 2013**

Pre-Meeting Workshop:

Mayor Fox called the Pre-Meeting Workshop to order at 6:30 p.m. in the City Manager's Conference Room in the City Hall Annex building.

Attendance:

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

Also present were City Manager Johnson, City Attorney Kintzley, Administrative Services Director Koch, Public Works Director Rogalsky, Economic Development Manager Ballew, Development Services Manager Simon and City Clerk Hopkins.

1. Port of Benton Rail Line Discussion with Tangent Consultant (45 minutes)

- Bill King, Deputy City Manager

Ann Marie Lundberg, Tangent Consultant, reviewed the background of the rail systems within the Tri-Cities and gave details of the project for the Port of Benton, the assessment of the railroad system and its short and long term maintenance needs, the cost estimate of each project and the next steps for regional planning.

After the workshop concluded, Council briefly discussed the agenda for the 7:30 p.m. Council meeting. Mayor Fox explained why he would be removing Consent Calendar Item No. 8 from the agenda.

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, Christensen, Kent, Lemley, and Thompson were present.

Also present were City Manager Johnson, City Attorney Kintzley, Administrative Services Director Koch, Fire and Emergency Services Director Baynes, Police Services

Director Skinner, Public Works Director Rogalsky, Parks and Recreation Director Schiessl, and City Clerk Hopkins.

Pledge of Allegiance:

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

Approval of Agenda:

MAYOR PRO TEM ROSE MOVED AND COUNCIL MEMBER THOMPSON SECONDED A MOTION TO APPROVE THE AGENDA BY REMOVING CONSENT CALENDAR ITEM NUMBER 8. THE MOTION CARRIED 7-0.

Presentations:

1. The REACH Quarterly Report by Steve Simmons, Richland Public Facilities District Member

Mr. Simmons gave details on the status of the construction, CREHST museum, funds, exhibits, education programs, and the grand opening event scheduled for July 1-6, 2013.

2. Introduction of New Employees: Aaron Lambert, Development Services Senior Planner

Ms. Koch introduced Aaron Lambert who joined the City October 21 as Senior Planner for Development Services. Prior to joining the City, Aaron worked for Mission Support Alliance as a Project Manager, at the City of West Richland as a Senior Planner and has experience in the private sector, where he worked on the development of multi-family, mixed-use real estate projects on the west coast. Aaron has a Bachelor of Arts degree in Geography and Urban Planning from the University of Washington.

3. Pasco Airport Exercise and the Disaster Control Hospital Plan: Coordination and Collaboration, by Director of Airports Ron Foraker and Pasco Fire Battalion Chief Dave Hare

Battalion Chief Hare gave details on the purpose of the exercise, the drill scenario, the three objectives, and the drill response package and listed the agencies that participated in the drill.

Mr. Foraker said this drill is required every three years by the Federal Aviation Administration and gave details on how they plan for the drill. He discussed real-life disasters that have happened in the past at the airport and how they were successfully handled. He thanked the City for its support and cooperation.

4. DECA Month Proclamation

Mayor Fox had the DECA students introduce themselves, read the DECA proclamation and presented it to the DECA members. The DECA President thanked the Mayor for participating in the DECA program.

Richland Report:

Council Member Christensen said he represented the Council by attending the ribbon cutting ceremony for Polish Homes, a custom home builder that moved into a new business location. He attended the Richland Town Hall meeting where the 2014 Budget was presented. He also attended the Richland Police Badging Ceremony where newly- hired Police Officers receive a Richland Police badge after they have achieved their certification.

Mayor Pro Tem Rose attended a ribbon cutting ceremony for Four Paws, a 1,200 square foot dog training facility, located in the Horns Rapid area.

Mayor Fox noted the Wine Science Center is now at the construction stage of installing utilities.

Public Hearing:

City Clerk Hopkins read the Public Hearing and Comments procedures.

1. Proposed 2014 City Budget and Capital Improvement Plan – Ord. No. 35-13
- Cathleen Koch, Administrative Services Director

Ms. Koch reviewed the process of presenting the budget to the community for review and input. She said the proposed 2014 Budget was developed by working with the Council Review Subcommittee, getting input from Council as a whole, and by using the City's Seven Keys for Success. She gave details of the property tax history and the regular levy, noted there is no increase in property tax and that it is a balanced budget. She explained the purpose of the general fund, fiduciary funds and agency funds and she reviewed the population per employee ratio, the ongoing revenue and expenditure comparison, and the Capital Improvement project costs and funding sources. She noted the proposed budget is available for viewing on the City's website, the Richland Public Library and the City Clerk's Office.

Mayor Fox opened the public hearing at 8:30 p.m.

No public comments were given.

Mayor Fox closed the public hearing at 8:30:15 p.m.

2. Proposed Amendments to 2013 Budget - Ordinance No. 36-13
- Cathleen Koch, Administrative Services Director

Ms. Koch gave the details of the proposed amendments for the 2013 budget including unanticipated expenses, beginning fund balance, budget carry-overs, transfers, utility taxes, bonds and capital projects funding.

Mayor Fox opened the public hearing at 8:37 p.m.

No public comments were given.

Mayor Fox closed the public hearing at 8:37:15 p.m.

3. 2014 Annual Action Plan for Richland CDBG & Tri-Cities HOME Consortium
- Gary Ballew, Economic Development Manager

Mr. Ballew said just prior to the Council meeting, he was notified by the U.S. Department of Housing and Urban Development (HUD) that the City's 2014 Annual Action Plan would not be due in November, as originally planned. He said the public hearing on this topic was already published and he wanted to leave the public hearing on the agenda so he could explain the new HUD guidelines. Now, the plan would not be due until after the Federal budget was approved sometime next year. He said that if someone in the audience wanted to speak on this topic, they could do so. He said another public hearing will be scheduled for the 2014 action plan, after the Federal budget is passed.

Mayor Fox asked if any person wanted to speak on this topic and if so, he would open the public hearing. No audience member requested to speak.

Comments:

Mayor Fox said the City did not send out a flyer to citizens living in the proximity of railroad tracks in Richland and Kennewick regarding a possible increase of railroad traffic.

1. Public Comments

Jim Hall, with the Kadlec Regional Medical Center, read a letter on behalf of Rand Wortman, President and CEO of Kadlec Health System, who was unable to attend the meeting. In the letter, Mr. Wortman expressed his appreciation to the City for its assistance and partnership in Kadlec's expansion project. He requested that Council consider naming the new street leading into the Kadlec campus, "Kadlec Way" instead of Kadlec Lane, which is their preference.

Charles Hayes, 2466 N. Rhode Island Court, Kennewick, WA, said he lives near the train crossing by Duportail and is concerned that his property will devalue and damage will occur to his home due to an increase in train traffic. He questioned if the train companies would be responsible to compensate him for these possible losses.

2. Reports of Board and Commission Representatives:

No reports.

3. Reports of Visiting Officials:

No reports.

Consent Calendar:

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

City Clerk Hopkins read the Consent Calendar.

Minutes – Approval: 1. Council Meetings Held October 15 and 22, 2013
- Marcia Hopkins, City Clerk

Ordinances - First Reading:

2. Ordinance No. 35-13, 2014 Budget and Capital Improvement Plan
- Cathleen Koch, Administrative Services Director
3. Ordinance No. 36-13, 2013 Budget Amendments
- Cathleen Koch, Administrative Services Director
4. Ordinance No. 37-13, Amending RMC Title 3: Finance, Approving Miscellaneous Accounting Funds
- Cathleen Koch, Administrative Services Director
5. Ordinance No. 38-13, 2013 Amending RMC Title 23: Comprehensive Plan
- Rick Simon, Development Services Manager
6. Ordinance No. 39-13, Amending Official Zoning Map
- Rick Simon, Development Services Manager

Ordinances - Passage:

7. Ordinance No. 31-13, Correcting Zoning Designation for Property on Jericho Court
- Rick Simon, Development Services Manager

REMOVED FROM THE AGENDA 8. Ordinance No. 33-13, Amending RMC Chapter 2.32, 2017 Council Compensation Plan
- Cathleen Koch, Administrative Services Director

9. Ordinance No. 34-13, Ad Valorem Tax for 2014, Property Tax Levies
- Cathleen Koch, Administrative Services Director

Resolutions - Adoption:

10. Resolution Nos. 69-13 and 76-13, Appreciation to Lynne Bostic and Rebecca Lingley for Service on the Economic Development Committee
- Marcia Hopkins, City Clerk
11. Resolution No. 70-13, Appointments to the Economic Development Committee: Yi Qu and Bradley Bricker
- Marcia Hopkins, City Clerk
12. Resolution No. 71-13, Appointment to the Personnel Committee: Jeffrey Marzyck
- Marcia Hopkins, City Clerk
13. Resolution No. 72-13, Expressing Appreciation to Michael Wingfield for Service on the Personnel Committee
- Marcia Hopkins, City Clerk
14. Resolution No. 75-13, Establishing Date to Meet with Annexation Proponent (Duane LaPierre)

- Rick Simon, Development Services Manager
- 15. Resolution No. 77-13, Establishing Public Hearing Date for Vacation of Elliot Street and Portions of Railroad and Gillespie Streets
 - Pete Rogalsky, Public Works Director

Items for Approval:

- 16. Cancel the November 26 and December 24, 2013, Council Workshops
 - Cindy Johnson, City Manager
- 17. Grant Agreements with the Washington State Department of Ecology for Various Stormwater Programs
 - Pete Rogalsky, Public Works Director
- 18. Arts Commission Funding Recommendations
 - Ann Roseberry, Library Manager
- 19. Consultant Agreement with DKS Associates for Lighting Standard Review
 - Pete Rogalsky, Public Works Director

Expenditures - Approval:

- 20. October 7, 2013 - October 25, 2013, for \$10,518,609.64, including Check Nos. 206076-206705, Wire Nos. 5469-5481, Payroll Check Nos. 99103-99129, and Payroll Wire/ACH Nos. 8225-8257
 - Cathleen Koch, Administrative Services Director

COUNCIL MEMBER KENT MOVED AND COUNCIL MEMBER ANDERSON SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS AMENDED. THE MOTION CARRIED 7-0.

Items of Business:

- 1. Second Reading and Passage of Ordinance No. 32-13, Dedicating and Establishing a New Roadway Connecting Jadwin Avenue and Gilmore Avenue
 - Pete Rogalsky, Public Works Director

Mr. Rogalsky said the Richland Municipal Code (RMC) outlines the street naming convention and staff followed the RMC to name the new roadway Kadlec Lane. He said an update to that section of RMC is being considered.

Mayor Pro Tem Rose believes that Council Members should not vote against what the RMC states and that Kadlec's decision to start marketing the name Kadlec Way before the Council approved it, was premature.

MAYOR PRO TEM ROSE MOVED AND COUNCIL MEMBER KENT SECONDED A MOTION TO NAME THE NEW ROADWAY, CONNECTING JADWIN AVENUE AND GILMORE AVENUE, "KADLEC LANE."

Council Member Thompson expressed some concerns about the new street name topic and noted the naming conventions set out in the RMC may be waived by Council. He said in respect of the partnership with Kadlec, and considering the amount of development being done by them, they deserve consideration by Council to name the new street Kadlec Way, which is their preference.

Council Member Kent said the decision to name the new street needs to be timely and it needs to move forward and believes that Kadlec Lane is a good name.

Mayor Fox and Council Members Lemley, Christensen, and Anderson discussed the topic and said they do not have a problem naming the street Kadlec Way per Kadlec's request.

THE MOTION FAILED 2-5. MAYOR PRO TEM ROSE AND COUNCIL MEMBER KENT IN FAVOR.

COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER LEMLEY SECONDED THE MOTION TO NAME THE NEW ROADWAY CONNECTING JADWIN AVENUE AND GILMORE AVENUE, KADLEC WAY. THE MOTION CARRIED 6-1. MAYOR PRO TEM ROSE OPPOSED.

Reports and Comments:

1. City Manager Johnson

Ms. Johnson noted the November 19 Council meeting will start with a pre-meeting workshop at 6:30 p.m. featuring Ken Harper on the topic of hearing examiners.

2. Council Members:

Council Member Anderson thanked the members retiring from the Economic Development Committee and welcomed the new members.

Council Member Kent said the United Way fundraising campaign is underway and encouraged participation. She also acknowledged Mr. Schiessl's segment on KEPR TV regarding the proposed 2014 Park Improvements from the capital facilities plan and said that he had done an excellent job.

Council Member Thompson thanked Ms. Koch for her excellent budget presentation. He also said he and Mayor Pro Tem Rose attended the Energy Community Alliance intergovernmental meeting last week and said a report will be available soon.

3. Mayor Fox

Mayor Fox also acknowledged Mr. Schiessl's KEPR TV segment and said Mr. Ballew was featured as well. Mr. Ballew spoke about the Yokes Grocery Market on Keene Road and other economic development opportunities in that area.

Adjournment:

Mayor Fox adjourned the meeting at 9:09 p.m.

Respectfully Submitted,

Marcia Hopkins
City Clerk

FORM APPROVED:

John Fox
Mayor

DATE APPROVED:



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C2

Key Element: Key 2 - Infrastructure & Facilities

Subject: ORD NO. 41-13, AMENDING RMC 13.06.400 AMBULANCE UTILITY RATE INCREASE

Department: Fire and Emergency Services

Ordinance/Resolution:

Reference:

Document Type: Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance 41-13, amending Richland Municipal Code Chapter 13.06.400 Medical and Ambulance Service Utility, Charges - Ambulance Utility Rate Increase.

Summary:

Since 1976, the City of Richland has provided emergency ambulance transport service to Richland citizens. The City Council is authorized by state law RCW 35.21.766 and RCW 35.27.370 (15), and by Chapter 13.06.400 of the Richland Municipal Code (RMC), to set fees, rates and charges to support an ambulance utility, its Emergency Medical Services, and ambulance transport service.

The current monthly rate of \$5.49 and ambulance transport rates of \$600 (\$900 non-resident) and \$10.00 per mile were set by Council March 27, 2012, to be effective June 1, 2012. The 2011 rate study did not anticipate the construction of the fire station in southwest Richland in 2014, with the costs associated for four (of six total) additional staff to be ascribed to the ambulance utility. The other two additional staff members will be ascribed to the electric utility tax. Placement of the fire station in the 2014 budget included raising the monthly rate by \$2.32 per month as part of the overall project funding mechanism. The ambulance transport rates are not being changed.

The proposed ambulance utility rate of \$7.81 per month is calculated to cover the cost of operating the utility in 2014. The Cities of Pasco and Kennewick are currently reviewing their ambulance utility rate structure as well.

The Utility Advisory Committee has reviewed the adoption of the proposed rate.

Fiscal Impact?

☒ Yes ☐ No

The effective date of the ordinance is anticipated to be with the first billings in January, 2014. It is proposed that this ambulance utility fee and the ambulance transport rates will be the subject of a full rate study toward the end of 2014. The new rate will return approximately an additional \$600,000 annually into the Medical Services Fund

Attachments:

ORD 41-13 Ambulance Utility Rate Increase

City Manager Approved:

Johnson, Cindy
Nov 14, 15:51:30 GMT-0800 2013

ORDINANCE NO. 41-13

AN ORDINANCE OF THE CITY OF RICHLAND
Amending Title 13: Medical and Ambulance Service Utility of
the Richland Municipal Code regarding monthly Ambulance
Utility service fees.

WHEREAS, since 1976, the City of Richland has provided emergency ambulance transport service to Richland citizens; and

WHEREAS, City Council is authorized by RCW 35.21.766 and RCW 35.27.370(15), and by Chapter 13.06 of the Richland Municipal Code (RMC), to set fees, rates and charges to support an ambulance utility, Emergency Medical Services (EMS), and ambulance transport service; and

WHEREAS, the monthly service fee for operation of the utility was established based upon cost of regulating ambulance services and the cost of providing Emergency Medical Services (EMS) as was determined by a cost-of-service study conducted in 2011, pursuant to RCW 35.21-766(3); and

WHEREAS, the currently monthly service fee of \$5.49, the ambulance transport fee of \$600 (\$900 for non-resident), and the per-mile rate of \$10.00 were each set by Council on March 27, 2012 and made effective June 1, 2012; and

WHEREAS, the cost-of-service rate study did not anticipate the 2014 construction of a new fire station in southwest Richland, nor the costs associated with the requirement for additional staff, to be ascribed the utility; and

WHEREAS, budgeting for a new fire station within the City's 2014 budget requires an increase in the monthly service fee of \$2.32 per month as part of the overall project funding mechanism; and

WHEREAS, ambulance transport service rates will remain unchanged; and

WHEREAS, the monthly service fee increase shall be effective January 1, 2014.

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

Section 1. Section 13.06.400 of the Richland Municipal Code Title 13: Medical and Ambulance Service Utility, as enacted by Ordinance 28-06, and amended by Ordinance 12-12, is hereby amended to read as follows:

13.06.400 Charges Established

In accordance with the budget presented to the city council on November 19th, 2013, the ~~base rates and fees for the monthly~~ ambulance utility fee shall be as follows effective ~~June 1, 2012~~ January 1, 2014:

User Classification	Rate
Residential	\$5.49 <u>7.81</u> per month/ \$65.88 <u>93.72</u> per year – per unit
Multifamily Residences	\$5.49 <u>7.81</u> per month/ \$65.88 <u>93.72</u> per year – per unit
Adult Family Homes*	\$5.49 <u>7.81</u> per month/ \$65.88 <u>93.72</u> per year – per facility
Assisted Living Facilities*	\$5.49 <u>7.81</u> per month/ \$65.88 <u>93.72</u> per year – per facility
24-Hour Nursing Facilities*	\$5.49 <u>7.81</u> per month/ \$65.88 <u>93.72</u> per year – per facility
Group Homes*	\$5.49 <u>7.81</u> per month/ \$65.88 <u>93.72</u> per year – per facility
Physicians Clinics*	\$5.49 <u>7.81</u> per month/ \$65.88 <u>93.72</u> per year – per facility
Schools*	\$5.49 <u>7.81</u> per month/ \$65.88 <u>93.72</u> per year – per facility
Commercial/Business	\$5.49 <u>7.81</u> per month/ \$65.88 <u>93.72</u> per year – per unit
City Public Areas	\$5.49 <u>7.81</u> per month/ \$65.88 <u>93.72</u> per year – per parcel or area

* The annual demand allocation is based upon the overall utilization percentage of each individual unit within the same classification.

[Ord. 28-06; Ord. 12-12 § 1].

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 _____ of _____, 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C3

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ORDINANCE NO. 33-13, APPROVING THE 2017 COUNCIL COMPENSATION PLAN

Department: Administrative Services

Ordinance/Resolution: 33-13

Reference:

Document Type: Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 33-13, amending RMC Title 2: Administration and Personnel, Salaries.

Summary:

As part of the 1999 City audit, a management letter was issued (as was with other cities throughout the state) indicating a need to modify the existing Council compensation process. At that time, Council's compensation was tied to a consumer price index (CPI). The State Auditor's office indicated that future compensation increases need to be tied to a specific amount and not to a general index such as CPI-U.

On April 17, 2001, Council approved an ordinance amending the compensation procedure. Beginning in 2002, as part of the approval of the annual adjustment of the Compensation Plan for Unaffiliated Staff, the annual compensation for Council will be set and reviewed annually thereafter, maintaining a four-year schedule.

Based on the 2012-2014 Compensation Plan for Unaffiliated Staff, and consistent with no increase to the 2014 salary ranges, the ordinance presented this evening incorporates no increase for 2017. Council's monthly stipend will remain at \$1,123 per month in 2017. In addition, the Mayor receives an additional \$250 per month.

Since first reading of Ordinance No. 33-13 at the October 15, 2013 Council meeting, a slight change was included to the ordinance to provide further clarification as it relates to the written certification of monthly hours of service to be provided to Human Resources. It was revised to include that only those council members who participate in the Washington Public Employees' Retirement System shall provide the written certification to Human Resources detailing a monthly calculation of the number of hours of service they provide to the City.

Fiscal Impact?
☒ Yes ☐ No

Approval of the attached ordinance will impact the 2017 Operating Budget.

Attachments:

- 1) Council Compensation History
- 2) Proposed Ordinance

City Manager Approved:

Johnson, Cindy
Nov 14, 15:40:37 GMT-0800 2013

2017 COUNCIL COMPENSATION PLAN

Monthly Compensation History

<u>Year</u>	<u>Mayor</u>	<u>Council Member</u>	<u>% Increase From prior year</u>
2003	\$1,075	\$825	0%
2004	\$1,125	\$875	6%
2005	\$1,150	\$900	3%
2006	\$1,177	\$927	3%
2007	\$1,214	\$964	4%
2008	\$1,253	\$1,003	4%
2009	\$1,263	\$1,013	1%
2010	\$1,278	\$1,028	1.5%
2011	\$1,288	\$1,038	1%
2012	\$1,319	\$1,069	3%
2013	\$1,340	\$1,090	2%
2014	\$1,340	\$1,090	0%
2015	\$1,362	\$1,112	2%
2016	\$1,373	\$1,123	1%
2017	\$1,373	\$1,123	0%

ORDINANCE NO. 33-13

AN ORDINANCE of the City of Richland approving 2017 Council Compensation Plan, amending Section 2.32 of the Richland Municipal Code.

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

Section 1.01 Section 2.32.040 of the Richland Municipal Code, as enacted by Ordinance No. 8, and last amended by Ordinance No. 35-12, is hereby amended to read as follows:

2.32.040 Council Members

The compensation of each member of the council for the years 2002 and 2003 shall be established at \$825.00 for current and newly elected council, whether a new or incumbent member. For subsequent years 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, ~~and 2016,~~ and 2017 the following salary is established: 2004, \$875; 2005, \$900; 2006, \$927; 2007, \$964; 2008, \$1,003; 2009, \$1,013; 2010, \$1,028; 2011, \$1,038; 2012, \$1,069; 2013, \$1,090; 2014, \$1,090; 2015, \$1,112; ~~and 2016, \$1,123;~~ and 2017, \$1,123; provided, however, that nothing herein shall cause an increase or decrease to the compensation of any member of the council after his or her election or during the term of office or any unexpired term of office, to which such member of the council is appointed or elected. Beginning in 2002, city council shall establish council salary for 2006 and subsequent years as part of the annual approved compensation plan adjustment for unaffiliated staff, maintaining a four-year schedule.

All members of the council who participate in the Washington Public Employees' Retirement System shall provide a written certification to human resources, ~~based on detailing~~ a monthly calculation of the number of hours of service they provide to the city of Richland each year. This record shall be maintained in the human resources division for auditing purposes as generally required in Chapter 41.40 RCW. [Ord. 8; Ord. 68-74; Ord. 106-79; Ord. 70-81; Ord. 40-98; Ord. 09-01; Ord. 41-02; Ord. 40-03; Ord. 36-04; Ord. 37-05; Ord. 31-06; Ord. 29-07; Ord. 09-08; Ord. 21-08; Ord. 32-09 § 1.01; Ord. 32-10 § 1.01; Ord. 29-11 § 1.01; Ord. 35-12 § 1.01].

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 19th of November 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

Marcia Hopkins
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: November 24, 2013



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C4

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ORDINANCE NO. 35-13, APPROVING 2014 BUDGET AND CAPITAL IMPROVEMENT PLAN

Department: Administrative Services

Ordinance/Resolution: 35-13

Reference:

Document Type: Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 35-13, approving the 2014 Budget and 2014-2030 Capital Improvement Plan.

Summary:

Staff presented the proposed 2014 Budget and 2014-2030 Capital Improvement Plan to Council at the October 1, 2013 and October 15, 2013 City Council meetings. A Town Hall meeting was also held on October 24, 2013, where the public was allowed the opportunity to interact and ask questions. State law requires the City to hold a public hearing prior to adoption of the 2014 budget ordinance. Public hearing notices were posted on October 27, 2013, and November 3, 2013, for the November 5, 2013 public hearing.

First reading of Ordinance No. 35-13 was given at the November 5, 2013 Council meeting. Since the first reading, a revision to the Stormwater Fund was completed due to grant funding changes. Early in the budget process, the stormwater utility was aware of the State's intention to provide grant funding for stormwater capital projects. Staff immediately began investigating and planning the most prudent improvements to undertake. With this final budget presentation, the stormwater utility has added a sheet to the CIP reflecting the projects that will be grant-supported. Appropriations did not increase for these changes as the effect of the grants were already in the budget, just not the details. Recent information from the State did change the timing of one grant (\$50,000) from 2014 to 2013. Additionally, a loan of \$400,000 from the State was placed in the 2014 budget. Based upon these changes, stormwater's total appropriations for 2014 reflect an increase of \$350,000 which is included in the attached ordinance. Also, a \$25,000 Streets Fund project included in the 2014 Capital Improvement Program was omitted from the original ordinance and is now included in the attached ordinance.

Fiscal Impact?

☒ Yes ☐ No

The proposed 2014 budget reflects an appropriation of \$256,097,626.

Attachments:

- 1) Proposed Ordinance
- 2) Summary of 2014 Expenditures

City Manager Approved:

Johnson, Cindy
Nov 14, 15:38:49 GMT-0800 2013

ORDINANCE NO. 35-13

AN ORDINANCE of the City of Richland adopting the 2014 Annual Budget, including the 2014-2030 Capital Improvement Plan of the City of Richland.

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

Section 1. Budget Adopted. The Annual Budget of the City of Richland for the year 2014, including the 2014-2030 Capital Improvement Plan, and each and every fund thereof as fixed and determined in the Preliminary Budget for the year 2014, as revised by the City Council is hereby adopted as the Budget of the City for the year 2014. The totals for each of the funds of the City of Richland are as follows:

GENERAL FUND:	<u>\$57,918,978</u>	
Total General Fund		\$57,918,978
SPECIAL REVENUE FUNDS:		
City Streets	\$ 4,275,978	
Library	2,808,120	
Park Reserve	550,575	
Industrial Development	1,039,249	
Cable Communications	5,424	
Criminal Justice	165,157	
Capital Improvements	1,469,002	
Hotel/Motel Tax	961,061	
Special Lodging Assessment	400,320	
Housing Development	257,103	
HOME	<u>463,548</u>	
Total Special Revenue Funds		\$12,395,537
DEBT SERVICE FUNDS:		
LTGO Imp/Refund 98 Debt Service	3,368,350	
Police Station Debt Service	272,262	
Richland Community Ctr. Debt Service	335,441	
Library Debt Service	1,372,654	
RAISE Debt Service	658,322	
Fire Station 74 Bonds	571,800	
Total Debt Service Funds		\$6,578,829
ENTERPRISE FUNDS:		
Electric	\$77,848,075	
Water	17,801,911	
Wastewater	15,749,541	
Solid Waste	12,299,618	
Stormwater	4,440,928	
Golf Course	1,884,663	

Medical Service	4,604,041	
Broadband	<u>192,621</u>	
Total Enterprise Funds		\$134,821,398
INTERNAL SERVICE FUNDS:		
Central Stores	\$ 101,806	
Equipment Maintenance	3,487,939	
Equipment Replacement Fund	3,880,241	
Public Works Admin & Eng.	3,425,715	
Workers Comp Payment Reserve	1,114,224	
Employee Benefits Program	15,920,453	
Unemployment Trust	519,574	
Post Employment Benefit	4,468,923	
Total Internal Service Funds		\$32,918,875
TRUST & AGENCY FUNDS:		
LID Guaranty	\$ 485,546	
Fire Pension	1,421,400	
Police Pension	984,283	
Southeast Communications Center	7,121,224	
800 MHZ Project	1,211,022	
Emergency Management	<u>240,534</u>	
Total Trust & Agency Funds		<u>\$ 11,464,009</u>
TOTAL APPROPRIATIONS		\$256,097,626

Section 2. Salaries and Wages. The salaries and wages set forth in detail in this Budget document are the salaries and wages which may be paid to the officers and employees of the City of Richland. The number and classification of positions as herein stated are, insofar as can be ascertained, the number and classifications to be filled during the budget year.

However, under the provisions of Ordinances and Resolutions setting forth personnel rules and procedures, classification descriptions and establishing a comprehensive pay plan, in exceptional cases involving the classification and reclassification of a position, the promotion, transfer, reemployment, return of an employee from a leave of absence, or when it is necessary for continuity during organizational changes or orientation purposes to temporarily employ concurrently a terminating employee and his successor, the salary and wage attached to a particular position, the number of positions and salaries and wages paid to affect employees, may differ from the specific detail set forth herein. In any such cases, total salaries and wages paid will not exceed the total amount herein appropriated.

Section 3. This Ordinance shall take effect the day following the date of 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 19th day of November, 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: November 24, 2013

CITY OF RICHLAND 2014 BUDGET
Summary of Estimated Expenditures - All Funds
By Major Object

Funds	Personal Services	Supplies	Charges & Services	Intergovernmental Services	Transfers - Out	Capital Outlay	Debt Service	Interfund Services	Other Expense/ Reserve	Total Expenditures
General & Special Revenue Funds:										
General	\$ 29,364,786	\$ 1,438,883	\$ 4,879,370	\$ 3,316,714	\$ 4,872,902	\$ 6,062,503	\$ 985,163	\$ 2,376,890	\$ 4,621,767	\$ 57,918,978
City Streets	1,103,200	315,544	58,101	-	-	1,271,063	-	815,549	712,521	4,275,978
Library	1,610,221	73,210	168,979	2,300	-	216,500	-	500	736,410	2,808,120
Park Reserve	-	-	20,000	-	210,375	-	-	-	320,200	550,575
Industrial Development	300,766	3,500	329,429	28,111	227,962	36,000	106,257	-	7,224	1,039,249
'I'-NET	-	-	2,000	-	3,424	-	-	-	-	5,424
Criminal Justice	-	-	-	-	46,003	-	-	-	119,154	165,157
Capital Improvements	-	-	-	-	1,101,412	-	-	-	367,590	1,469,002
Hotel/Motel Tax	-	-	187,683	-	476,352	-	-	-	297,026	961,061
Special Lodging Assessment	-	-	400,320	-	-	-	-	-	-	400,320
Housing Development	133,381	400	63,322	-	60,000	-	-	-	-	257,103
Home	73,802	200	389,546	-	-	-	-	-	-	463,548
Debt Service Funds:										
Improvement / Refund 98	-	-	-	-	-	-	1,380,255	-	1,988,095	3,368,350
Police Station	-	-	-	-	-	-	261,823	-	10,439	272,262
Richland Comm Center	-	-	-	-	-	-	326,408	-	9,033	335,441
Library Debt Service	-	-	-	-	-	-	1,320,538	-	52,116	1,372,654
RAISE Debt Service	-	-	-	-	-	-	658,322	-	-	658,322
Fire Station 74 Bonds	-	-	-	-	-	-	571,800	-	-	571,800
Enterprise Funds:										
Electric	7,866,460	37,424,422	8,146,916	6,219,997	30,000	4,375,186	5,163,000	2,885,883	5,736,211	77,848,075
Water	2,516,622	314,959	1,165,239	1,948,348	20,000	1,411,922	3,711,553	2,480,112	4,233,156	17,801,911
Wastewater	2,547,616	311,260	565,471	1,043,878	5,000	3,356,186	1,980,729	1,658,485	4,280,916	15,749,541
Solid Waste	2,949,041	64,900	432,882	905,675	-	301,186	135,613	2,747,525	4,762,796	12,299,618
Stormwater	220,960	17,853	89,323	179,328	-	1,795,000	170,650	862,875	1,104,939	4,440,928
Golf Course	-	-	1,392,371	9,000	-	82,661	277,859	-	122,772	1,884,663
Medical Services	2,294,487	86,592	75,811	104,524	-	231,740	-	282,124	1,528,763	4,604,041
Broadband Utility	-	-	13,200	-	28,746	-	141,958	5,000	3,717	192,621
Internal Service Funds:										
Central Stores	-	25,500	-	-	-	-	-	-	76,306	101,806
Equipment Maintenance	978,996	2,232,131	93,378	-	-	21,415	-	109,384	52,635	3,487,939
Equipment Replacement	-	-	160,005	-	-	1,929,949	123,415	60,000	1,606,872	3,880,241
Public Works Adm & Eng.	3,192,662	35,000	136,436	-	-	9,175	-	51,447	995	3,425,715
Workers Comp. Reserve	550,000	500	117,785	-	-	-	-	101,491	344,448	1,114,224
Employee Benefits	10,680,475	-	30,035	-	1,500,000	-	-	104,463	3,605,480	15,920,453
Unemployment	164,930	-	-	-	-	-	-	-	354,644	519,574
Post Employment Benefit	1,025,141	-	-	-	-	-	-	-	3,443,782	4,468,923
Trust & Agency Funds:										
L.I.D. Guaranty	-	-	150	10	150,000	-	-	-	335,386	485,546
Fire Pension	430,777	450	3,525	-	-	-	-	13,818	972,830	1,421,400
Police Pension	590,109	450	3,700	-	-	-	-	13,548	376,476	984,283
Southeast Comm... Center	3,550,978	7,778	494,019	7	-	588,523	-	201,494	2,278,425	7,121,224
800 MHz Project	62,635	2,000	812,786	-	-	-	-	15,650	317,951	1,211,022
Emergency Management	51,810	3,099	36,828	1,200	-	10,975	-	5,701	130,921	240,534
Total Estimated Expenditures by Major Object										
	\$ 72,259,855	\$ 42,358,631	\$ 20,268,610	\$ 13,759,092	\$ 8,732,176	\$ 21,699,984	\$ 17,315,343	\$ 14,791,939	\$ 44,911,996	\$ 256,097,626



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C5

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ORDINANCE NO. 36-13, APPROVING AMENDMENTS TO 2013 BUDGET

Department: Administrative Services

Ordinance/Resolution: 36-13

Reference:

Document Type: Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 36-13, amending the 2013 Budget.

Summary:

In order to meet statutory deadlines, a public hearing was held November 5, 2013. The additional appropriations in the amount of \$61,857,377 are identified in the attached worksheet. They are a result of 2012 carryovers approved by Council on February 19, 2013, adjustments to the beginning fund balances, construction carryovers, new projects and purchases, and other expenditures not originally addressed within the 2013 operating budget. The attached document lists the increase in appropriations for each fund and lists dates, if applicable, with Council's previous approval.

First reading of Ordinance No. 36-13 was given at the November 5, 2013 Council meeting. Since the first reading, additional adjustments were identified in the Street, Electric, and Broadband Funds to reflect increases in appropriation due to additional project expense from the Logston Corridor improvements, an LRF-funded project. The portion of the project charged to the Water Fund was reduced, resulting in a decrease in appropriation since first reading. The Broadband Fund appropriation was also increased due to a HAEIF loan and proposed Business License Reserve Funding to finance Richland's portion of the cost for new connections to dark-fiber lessees. The Park Project fund was increased to reflect 2012 project carryovers, an approved Hotel-Motel allocation to fund enhancements to Hanford Legacy Park and to reflect a private donation toward Goethals Park improvements. General Fund appropriations increased to include a donation for the summer movie series. The Stormwater Fund increased appropriations to account for the award of grant funds to finance Stormwater capital projects.

The ordinance will officially amend the 2013 Budget to reflect revised appropriations. Any subsequent increases to 2013 appropriations must be approved by Council in the form of an ordinance.

Fiscal Impact?

☒ Yes ☐ No

The total increase in appropriations to the 2013 operating budget is \$61,857,377. This includes construction carryovers, adjustments to beginning fund balances, and previously approved appropriations by Council in 2013. There is no additional impact on the City budget.

Attachments:

Attach 1) Proposed Ordinance
Attach 2) 2013 Budget Amendment Worksheet

City Manager Approved:

Hopkins, Marcia
Nov 15, 16:20:46 GMT-0800 2013

ORDINANCE NO. 36-13

AN ORDINANCE of the City of Richland amending the 2013 Budget to provide for additional appropriations and declaring that a public emergency exists in the General Fund, Street Fund, Library Fund, Industrial Development Fund, I-NET Fund, Capital Improvement Fund, Hotel/Motel Fund, Special Lodging Assessment Fund, Community Development Block Grant Fund, HOME Fund, LTGO Improvement Refunding 1998 Bond Fund, Electric Utility Fund, Water Utility Fund, Waste Water Utility Fund, Solid Waste Utility Fund, Stormwater Utility Fund, Medical Services Fund, Broadband Fund, Central Stores Fund, Workers Compensation Fund, Healthcare Benefits Fund, Post Employee Healthcare Fund, Southeast Communications Fund, 800 MHz Fund, Emergency Management Fund, General Government Construction Fund, Park Project Fund, Delaware Avenue LID Construction Fund and Torbett Mahan LID Construction Fund.

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

Section 1.01 Facts Constituting Emergency. The items contained within this ordinance were not anticipated when the 2013 budget was approved.

Section 1.02 Declaration of Public Emergency. Due to the circumstances described above, the City Council declares that a public emergency exists in the General Fund, Street Fund, Library Fund, Industrial Development Fund, I-NET Fund, Capital Improvement Fund, Hotel/Motel Fund, Special Lodging Assessment Fund, Community Development Block Grant Fund, HOME Fund, LTGO Improvement Refunding 1998 Bond Fund, Electric Utility Fund, Water Utility Fund, Waste Water Utility Fund, Solid Waste Utility Fund, Stormwater Utility Fund, Medical Services Fund, Broadband Fund, Central Stores Fund, Workers Compensation Fund, Healthcare Benefits Fund, Post Employee Healthcare Fund, Southeast Communications Fund, 800 MHz Fund, Emergency Management Fund, General Government Construction Fund, Park Project Fund, Delaware Avenue LID Construction Fund and Torbett Mahan LID Construction Fund.

Section 1.03 Amendment of the 2013 Budget. The 2013 Budget is hereby amended to provide for additional appropriations in the following funds as indicated.

<u>Fund</u>	<u>Increase in Appropriations</u>	<u>Total Appropriations as Amended</u>
001 GENERAL FUND	\$ 1,655,023	\$54,704,823
101 STREET FUND	12,302,215	19,970,113

110	LIBRARY FUND	23,164	2,894,190
112	INDUSTRIAL DEVELOPMENT FUND	16,803,661	18,729,532
113	I-NET FUND	5,424	95,766
115	CAPITAL IMPROVEMENTS FUND	244,239	1,674,619
150	HOTEL/MOTEL FUND	82,776	1,900,549
153	SPECIAL LODGING ASSESSMENT	52,486	322,805
153	COMMUNITY DEV BLOCK GRANT FUND	418,417	667,194
154	HOME FUND	939,865	1,408,310
216	LTGO IMP/REF BOND FUND	8,952	4,080,124
401	ELECTRIC UTILITY FUND	6,996,411	85,303,080
402	WATER UTILITY FUND	6,487,177	21,877,904
403	WASTE WATER UTILITY FUND	3,645,962	18,687,779
404	SOLID WASTE UTILITY FUND	711,992	12,563,592
405	STORMWATER UTILITY FUND	355,375	3,821,883
407	MEDICAL SERVICES FUND	2,588	3,344,159
408	BROADBAND FUND	3,561,130	3,676,130
501	CENTRAL STORES FUND	1,786	103,306
506	WORKERS COMPENSATION FUND	100,992	1,174,924
520	HEALTH CARE BENEFITS FUND	999,239	15,558,164
522	POST EMP. HEALTHCARE FUND	617,838	4,445,705
641	SOUTHEAST COM. CENTER FUND	138,468	7,306,154
642	800 MHz FUND	57,162	1,226,640
643	EMERGENCY MANAGEMENT FUND	947,291	1,136,991
385	GENERAL GOVERNMENT CONST. FUND	1,609,165	1,609,165
380	PARK PROJECT FUND	2,852,604	2,852,604
386	TORBETT MAHAN LID 196 FUND	101,321	101,321

395	DELAWARE AVENUE LID 195 FUND	134,654	134,654
	TOTAL	<u>\$61,857,377</u>	<u>\$291,372,180</u>

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 19th day of November, 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: November 24, 2013

2013 BUDGET AMENDMENTS

Fund Title	Original Budget Including Fund Balance	Change In Appropriations	Total Appropriations As Amended Including Fund Balance
GENERAL FUND 001	\$ 53,049,800		
Beginning fund balance adjustment		2,568,254	
2012 Carryovers S/R 2/19/2013		1,141,212	
2012 Business License Reserve Project Carryover		311,822	
2012 Grant Carryover		77,094	
Move CIP Projects out of General Fund		(1,289,000)	
Washington Auto Theft Prevention Grant		35,450	
Windermere Donation - Summer Movie Series		5,000	
Decrease in estimated Tax Revenues		(954,307)	
Net other revenue increase (decrease)		(240,502)	
		<u>1,655,023</u>	<u>\$ 54,704,823</u>
STREETS FUND 101	\$ 7,667,898		
Beginning fund balance adjustment		305,970	
Construction Carryovers		8,296,831	
2013 Grants		3,431,000	
CDBG Awarded ADA Ramp Improvements		35,000	
Applewood Sidewalks SR 9/18		12,500	
Increase in Logston Corridor project expense		44,914	
Port of Benton Sidewalk Funding		176,000	
		<u>12,302,215</u>	<u>\$ 19,970,113</u>
LIBRARY FUND 110	\$ 2,871,026		
Beginning fund balance adjustment		12,601	
Net revenue increase/(decrease)		10,563	
		<u>23,164</u>	<u>\$ 2,894,190</u>
INDUSTRIAL DEVELOPMENT FUND 112	\$ 1,925,871		
Beginning fund balance adjustment		(161,779)	
2012 Carryovers S/R 2/19/2013		8,543,387	
Wine Science Center Grant SR C5 10/2/12		4,950,000	
Additional LRF Bond Proceeds for RAISE Area		2,617,210	
Repurchase of Conagra Land		1,145,849	
Reduction in Land Sale Revenue		(350,000)	
Additional expense for Regional PFD		25,400	
Net revenue increase/(decrease)		33,594	
		<u>16,803,661</u>	<u>18,729,532</u>
I-NET FUND 113	\$ 90,342		
Beginning fund balance adjustment		5,424	
		<u>5,424</u>	<u>\$ 95,766</u>
CAPITAL IMPROVEMENTS FUND 115	\$ 1,430,380		
Beginning fund balance adjustment		244,239	
		<u>244,239</u>	<u>\$ 1,674,619</u>
HOTEL MOTEL FUND 150	\$ 1,817,773		
Beginning fund balance adjustment		22,776	
Increase to estimated Hotel Motel Tax		60,000	
		<u>82,776</u>	<u>\$ 1,900,549</u>

Fund Title	Original Budget Including Fund Balance	Change In Appropriations	Total Appropriations As Amended Including Fund Balance
SPECIAL LODGING ASSESSMENT FUND 151	\$ 270,319		
Beginning fund balance adjustment		17,486	
Increase to estimated Lodging Assessment		35,000	
		<u>52,486</u>	\$ 322,805
COMMUNITY DEV BLOCK GRANT FUND 153	\$ 248,777		
Beginning fund balance adjustment		6,947	
2012 Carryovers S/R 2/19/2013		284,328	
Increase to 2013 grant		19,678	
Increase GF operating transfer In		18,491	
Reallocation of CDBG Program Income		88,973	
		<u>418,417</u>	\$ 667,194
HOME FUND 154	\$ 468,445		
2012 Carryovers S/R 2/19/2013		787,558	
Increase to 2013 grant		2,704	
Increase in Consortium Partnership		15,615	
Reallocation of Home Program Income		133,988	
		<u>939,865</u>	\$ 1,408,310
LTGO IMP/REFUNDING 1998 BOND FUND 216	\$ 4,071,172		
Beginning fund balance adjustment		16,032	
Net revenue increase/(decrease)		(7,080)	
		<u>8,952</u>	\$ 4,080,124
ELECTRIC UTILITY FUND 401	\$ 78,306,669		
Beginning fund balance adjustment		2,047,901	
2012 Carryovers S/R 2/19/2013		1,555,099	
Transmission ROW Carryover		265,000	
SPCC Carryover		350,000	
EEl Custom Project Carryover		434,669	
Broadband LRF Capital Carryover		578,740	
Westcliff Reservoir Carryovers		80,000	
SDW Spring PH1 Cable Replacement Carryover		120,000	
Clipper Ridge Carryover		145,000	
Increase in Logston Corridor project expense		16,173	
Increase in budgeted Bond Proceeds		828,100	
Net rate revenue increases		575,729	
		<u>6,996,411</u>	\$ 85,303,080
WATER UTILITY FUND 402	\$ 15,390,727		
Beginning fund balance adjustment		2,413,217	
2012 Carryovers S/R 2/19/2013		515,190	
Construction carryovers		3,139,779	
Decrease in Loston Corridor project expense		(61,591)	
Increase in Facilities Fees		350,000	
Net other revenue increase/(decrease)		130,582	
		<u>6,487,177</u>	\$ 21,877,904
WASTEWATER UTILITY FUND 403	\$ 15,041,817		
Beginning fund balance adjustment		(129,448)	
2012 Carryovers S/R 2/19/2013		16,175	
Construction carryovers		3,662,099	
Net revenue increase/(decrease)		97,136	
		<u>3,645,962</u>	\$ 18,687,779

Fund Title	Original Budget Including Fund Balance	Change In Appropriations	Total Appropriations As Amended Including Fund Balance
SOLID WASTE UTILITY FUND 404	\$ 11,851,600		
Beginning fund balance adjustment		(180,243)	
2012 Carryovers S/R 2/19/2013		281,518	
Construction carryovers		228,842	
Sewer Contribution for Compost Facility		96,000	
DOE Grant for Compost Facility		97,500	
Net revenue increase/(decrease)		188,375	
		711,992	\$ 12,563,592
STORM WATER UTILITY FUND 405	\$ 3,466,508		
Beginning fund balance adjustment		106,310	
2012 Carryovers S/R 2/19/2013		1,961	
Construction carryovers		67,018	
Stormwater Grant Revenue S/R 11/5/13		170,000	
Net revenue increase/(decrease)		10,086	
		355,375	\$ 3,821,883
MEDICAL SERVICES FUND 407	\$ 3,341,571		
Beginning fund balance adjustment		(1,300)	
Net revenue increase/(decrease)		3,888	
		2,588	\$ 3,344,159
BROADBAND FUND 408	\$ 115,000		
2012 Construction Carryover		1,975,399	
Logston Corridor Road Construction Carryover		42,756	
Increase for N. Richland Fiber project funded with LRF		993,075	
Increase for Lessee-funded connection costs		29,900	
HAEIF loan to fund connections		200,000	
BLRF Funding		100,000	
IPZ Funded Fiber TCRD SR #C12		220,000	
		3,561,130	\$ 3,676,130
CENTRAL STORES FUND 501	\$ 101,520		
Beginning fund balance adjustment		1,786	
		1,786	\$ 103,306
WORKERS COMPENSATION FUND 506	\$ 1,073,932		
Beginning fund balance adjustment		(25,953)	
Net revenue increase/(decrease)		126,945	
		100,992	\$ 1,174,924
HEALTH CARE BENEFITS FUND 520	\$ 14,558,925		
Beginning fund balance adjustment		1,084,333	
Net revenue increase/(decrease)		(85,094)	
		999,239	\$ 15,558,164
POST EMP. HEALTHCARE FUND 522	\$ 3,827,867		
Beginning fund balance adjustment		565,242	
2012 Carryovers S/R 2/19/2013		285,469	
Revenue Decrease resulting from plan changes		(232,873)	
		617,838	\$ 4,445,705

Fund Title	Original Budget Including Fund Balance	Change In Appropriations	Total Appropriations As Amended Including Fund Balance
SOUTHEAST COMM. CENTER FUND 641	\$ 7,167,686		
Beginning fund balance adjustment		50,556	
State E911 Grant Funds		47,500	
2012 Carryovers S/R 2/19/2013		40,412	
		138,468	\$ 7,306,154
800 MHZ FUND 642	\$ 1,169,478		
Beginning fund balance adjustment		39,582	
2012 Carryovers S/R 2/19/2013		6,240	
PNNL Comm Services		11,340	
		57,162	\$ 1,226,640
EMERGENCY MANAGEMENT FUND 643	\$ 189,700		
Beginning fund balance adjustment		13,829	
2012 Carryovers S/R 2/19/2013		408,404	
SHSP '10 Reallocated Funds		12,556.00	
SHSP '12 Equipment		51,182.00	
SHSP '12 Salaries & Benefits		5,600.00	
EMPG'14		58,874.00	
EFSEC FY2014		242,499.00	
DOE FY 2014		141,974.00	
DOE FY 2013-Reduced due to Sequestration		(9,627)	
Reimbursement from State for Fire Mobilization		22,000	
		947,291	\$ 1,136,991
GENERAL GOVT CONST. FUND 385	\$ -		
Swift Corridor Project -2012 Construction Carryover		1,609,165	
		1,609,165	\$ 1,609,165
PARK PROJECT FUND 380	\$ -		
2012 Construction Carryovers		1,421,190	
Keene Road Improvements		69,000	
Trailway Overlay, Playground Equip, Signage		90,000	
Claybell Park		351,805	
Columbia Playfield Parking Lot Improvements		286,109	
Hanford Legacy Park Improvements		500,000	
Columbia Center Rotary-Donation Goethals Park Improvements		7,000	
Gala Park		50,000	
Howard Amon Park		42,500	
Col Pt Marina Debris Barrier		35,000	
		2,852,604	\$ 2,852,604
TORBETT-MAHAN LID 196 FUND 386	\$ -		
New LID Construction Fund established per SR 5/21/13		101,321	
		101,321	\$ 101,321
DELAWARE AVENUE LID #195 FUND 395	\$ -		
2012 Construction Fund Carryover		134,654	
		134,654	\$ 134,654
TOTAL	\$ 229,514,803	\$ 61,857,377	\$ 291,372,180



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C6

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: ORDINANCE NO. 37-13, AMENDING RMC TITLE 3: FINANCE, APPROVING MISC ACCOUNTING FUNDS

Department: Administrative Services

Ordinance/Resolution: 37-13

Reference:

Document Type: Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 37-13, amending Richland Municipal Code Title 3: Finance, Miscellaneous Accounting Funds, to include Wine Science Center PDA fund, Fire Station 74 bond fund, Utility Deposit fund and Torbett Mahan Local Improvement District (LID) No. 196 construction fund.

Summary:

A review of RMC Chapter 3.24 is performed annually to ensure all active City funds are included in the funds section of the municipal code. The review provides an opportunity to eliminate closed funds, confirm fund titles and descriptions are correct and ensure new funds are added. The following funds were added to the listing of miscellaneous accounting funds.

- Wine Science Center PDA Fund – created to account for monies received on behalf of the Wine Science Center Public Development Authority (WSCPDA) and used toward design costs associated with the project.
- Fire Station Bond Fund – created to account for all monies collected and expenditures for the debt service payments on the bonds for Fire Station 74.
- Torbett Mahan LID No. 196 Construction Fund – Ordinance No. 13-13; created to account for all expenditures relating to the construction of the Torbett Mahan LID No. 196.

Other updates include the deletion of one closed construction fund and several minor corrections to fund titles to ensure consistency with the accounting system.

The ordinance provides for a uniform listing of all active City funds within the City's accounting system to be presented in the RMC and available to all users and the public.

First reading of Ordinance No. 37-13 was given at the November 5, 2013 Council meeting.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Proposed Ordinance

City Manager Approved:

Johnson, Cindy
Nov 14, 15:37:59 GMT-0800 2013

ORDINANCE NO. 37-13

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 3: Finance - Chapter 3.24, to establish new, revise existing, and delete obsolete funds.

WHEREAS, certain fund titles and descriptions do not accurately reflect the actual use of the funds indicated; and

WHEREAS, new funds shall be established for the Wine Science Center PDA Fund, the Fire Station 74 Bond Fund, and the LID 196 Torbett Mahan Construction Fund; and

WHEREAS, obsolete funds shall be deleted: LID 194 Kennedy Road construction fund;

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

Section 1. Chapter 3.24 of the Richland Municipal Code, as enacted by Ordinance No. 6, is hereby amended to read as follows:

Chapter 3.24 FUNDS¹

Sections:

- [3.24.010](#) General fund – Created.
- [3.24.020](#) General fund – Use.
- [3.24.030](#) Central stores fund – Created.
- [3.24.040](#) Central stores fund – Administration.
- [3.24.050](#) Central stores fund – Supplies and materials.
- [3.24.060](#) Central stores fund – Financial control.
- [3.24.070](#) Central stores fund – Purchases.
- [3.24.080](#) Central stores fund – Expenditures.
- [3.24.090](#) Central stores fund – Working capital.
- [3.24.100](#) Central stores fund – Deposits.
- [3.24.110](#) Claims [clearing](#) fund – Created.
- [3.24.120](#) Claims [clearing](#) fund – Transfers.
- [3.24.130](#) Claims [clearing](#) fund – Payments.

- [3.24.140](#) Claims [clearing](#) fund – Issuance of warrants.
- [3.24.150](#) Park reserve fund – Created.
- [3.24.160](#) Park reserve fund – Use.
- [3.24.170](#) Park reserve fund accounts.
- [3.24.180](#) Library fund.
- [3.24.190](#) Utility [bill](#) clearing fund – Created.
- [3.24.200](#) Utility [bill](#) clearing fund – Transfers.
- [3.24.210](#) Utility [bill](#) clearing fund – Administration.
- [3.24.220](#) Utility [bill](#) clearing fund – Transition.
- [3.24.230](#) Utility [bill](#) clearing fund – Working capital.
- [3.24.240](#) Electric [utility](#) fund – Created.
- [3.24.250](#) Equipment maintenance fund – Created.
- [3.24.260](#) Equipment replacement fund – Created.
- [3.24.270](#) Equipment funds – Administration.
- [3.24.280](#) Equipment [replacement](#) fund – Equipment included.
- [3.24.290](#) Equipment [replacement](#) fund – Equipment use charges.
- [3.24.300](#) Equipment funds – Financial control.
- [3.24.310](#) Equipment funds – Purchases.
- [3.24.320](#) Equipment funds – Expenditures.
- [3.24.330](#) Equipment funds – Deposits.
- [3.24.340](#) Health care benefits plan fund.
- [3.24.350](#) Post-employment health care plan fund.
- [3.24.360](#) Police relief and pension fund – Created.
- [3.24.370](#) Firemen's pension fund – Created.
- [3.24.380](#) Unemployment trust fund.
- [3.24.390](#) Workers compensation ~~payment-reserve~~ fund.
- [3.24.400](#) Salary [clearing](#) fund – Created.
- [3.24.410](#) Salary [clearing](#) fund – Transfers.
- [3.24.420](#) Salary [clearing](#) fund – Payments.
- [3.24.430](#) Salary [clearing](#) fund – Issuance of warrants.
- [3.24.440](#) [City](#) Streets fund – Created.
- [3.24.450](#) [City](#) Streets fund – Use.
- [3.24.460](#) Water [utility](#) fund – Created.

[3.24.470](#) ~~Sewer~~ [Wastewater utility](#) fund – Created.

[3.24.480](#) Solid waste [utility](#) fund – Created.

[3.24.490](#) Stormwater utility fund.

[3.24.500](#) Industrial development fund – Created.

[3.24.510](#) Industrial development fund – Use.

[3.24.520](#) I-Net fund.

[3.24.530](#) Public works administration and engineering fund.

[3.24.540](#) Community development block grant program fund – Created – Use.

[3.24.550](#) Downtown business improvement district fund – Created.

[3.24.560](#) Downtown business improvement district fund – Distributions.

[3.24.570](#) Downtown business improvement district fund – Administration.

[3.24.580](#) Capital improvement fund – Created.

[3.24.590](#) Capital improvement fund – Use.

[3.24.600](#) Criminal justice fund.

[3.24.610](#) Southeast [C](#)ommunications [C](#)enter fund.

[3.24.620](#) Hotel/motel fund.

[3.24.630](#) Special lodging assessment fund.

[3.24.640](#) HOME fund.

[3.24.650](#) Golf course fund.

[3.24.660](#) Medical services [s](#) fund.

[3.24.670](#) Emergency management fund.

[3.24.680](#) *Repealed.*

[3.24.690](#) LTGO improvement/refund 98 debt service fund.

[3.24.700](#) Library debt service fund.

[3.24.710](#) Police station debt service fund.

[3.24.720](#) Richland community center debt service fund.

[3.24.730](#) RAISE area debt service fund.

[3.24.740](#) LID guaranty fund.

[3.24.750](#) Special assessment LID fund.

[3.24.760](#) *Repealed.*

[3.24.770](#) Richland public facilities district fund.

[3.24.780](#) Park project construction fund.

[3.24.790](#) Columbia Point master association fund.

- [3.24.800](#) 800 MHz project fund.
- [3.24.810](#) General government construction.
- [3.24.820](#) *Repealed.*
- [3.24.830](#) *Repealed.*
- [3.24.840](#) Hanford Reach Interpretive Center fund.
- [3.24.890](#) Broadband fund – Created.
- [3.24.900](#) ~~LID 194 Kennedy Road construction fund.~~ *Repealed*
- [3.24.910](#) LID 195 Delaware Avenue construction fund.
- [3.24.920](#) Uptown business improvement district fund – Created.
- [3.24.930](#) Uptown business improvement district fund – Distributions.
- [3.24.940](#) Uptown business improvement district fund – Administration.
- [3.24.950](#) Wine Science Center PDA fund - Created.
- [3.24.960](#) Fire station 74 bond fund – Created.
- [3.24.970](#) LID 196 Torbett Mahan construction fund – Created.
- [3.24.980](#) Utility deposit fund - Created

3.24.010 General fund – Created.

There is created the general fund into which shall be placed all monies received by the city unless otherwise provided for. [Ord. 6 § 1.01; Ord. 36-12 § 1].

3.24.020 General fund – Use.

The general fund shall be used to pay all warrants drawn for payment of claims and demands against the city unless otherwise provided for. [Ord. 102; Ord. 36-12 § 1].

3.24.030 Central stores fund – Created.

There is hereby created the central stores fund to be used as a revolving fund to be expended for the purchase of supplies and materials of kinds which are commonly used by more than one department of the city and for supplies, equipment and salaries required for the administration of the fund. [Ord. 81 § 1.01; Ord. 36-12 § 1].

3.24.040 Central stores fund – Administration.

The central stores fund shall be administered by the department of administrative services. [Ord. 81 § 1.02; Ord. 32-97; Ord. 45-05; Ord. 36-12 § 1].

3.24.050 Central stores fund – Supplies and materials.

Each department shall pay into the central stores fund monthly an amount equal to the cost of supplies and materials requisitioned by it from the central stores fund, including a proportionate share of the cost of administering the fund. [Ord. 81 § 1.03; Ord. 36-12 § 1].

3.24.060 Central stores fund – Financial control.

The finance manager shall keep such books, accounts and records as are necessary to control and report the financial operations of the central stores fund. [Ord. 81 § 1.04; Ord. 32-97; Ord. 36-12 § 1].

3.24.070 Central stores fund – Purchases.

All purchases made from said fund shall be governed by the Charter and ordinances of the city relating to purchasing. [Ord. 81 § 1.05; Ord. 36-12 § 1].

3.24.080 Central stores fund – Expenditures.

Any withdrawals or expenditures from said fund shall be made only upon approved payrolls and vouchers in the city. [Ord. 81 § 1.06; Ord. 36-12 § 1].

3.24.090 Central stores fund – Working capital.

The city council may from time to time appropriate money from the general fund to central stores fund to provide adequate capital to enable it to discharge its function. [Ord. 81 § 1.07; Ord. 36-12 § 1].

3.24.100 Central stores fund – Deposits.

All monies deposited in said central stores fund and not expended as provided herein shall remain in said fund from year to year and shall not be transferred to any other fund or expended for any purpose whatsoever, except as is herein provided; provided, however, any monies in the fund not needed therein may from time to time be transferred by appropriate action of the council of the [City of Richland](#) to the general fund of the [City of Richland](#). [Ord. 81 § 1.08; Ord. 36-12 § 1].

3.24.110 Claims [clearing](#) fund – Created.

There is hereby created a fund, known and designated as the claims clearing fund, into which shall be paid and transferred from the various departments and offices an amount of money equal to the various claims against the city for any purpose. [Ord. 36 § 1.01; Ord. 36-12 § 1].

3.24.120 Claims [clearing](#) fund – Transfers.

On the last day of each and every month, the finance manager is hereby authorized, empowered and directed to transfer from the funds of the various departments and offices to the claims [clearing](#) fund sufficient monies to

pay the claims against the various departments and offices of the city. [Ord. 36 § 1.02; Ord. 32-97; Ord. 36-12 § 1].

3.24.130 Claims clearing fund – Payments.

The claims clearing fund shall be used and payments therefrom shall be made only for the purpose of paying any claims against the city. [Ord. 36 § 1.03; Ord. 36-12 § 1].

3.24.140 Claims clearing fund – Issuance of warrants.

The finance manager is hereby authorized, empowered and directed to issue warrants on and against said fund in payment of materials furnished, service rendered, or expense or liability incurred by the various departments and offices of the city. Said warrants shall be issued only after there has been filed with the finance manager properly certified vouchers, stating the nature of the claim, the amount due or owing and the person, firm or corporation entitled thereto. All warrants issued on or against said fund shall be solely and only for the purposes herein set forth, and shall be payable only out of and from said fund. Each warrant issued under the provisions of this chapter shall have printed upon its face the words "Claims Fund." [Ord. 36 § 1.04; Ord. 32-97; Ord. 36-12 § 1].

3.24.150 Park reserve fund – Created.

There is created the park reserve fund for city parks and for public open spaces devoted to public parks, playgrounds, trails and recreational facilities, into which shall be placed all funds received by the mitigation fees levied on new development, the income from leases on or of park property, and any sale of park property. Items included in the city's annual budget for the park reserve fund may include any gifts and bequests given or bequeathed to the city for the acquisition or development of public open spaces devoted to public parks, playgrounds, and trails, and other recreational purposes. The council may by resolution otherwise designate such funds as may from time to time be received from the sale of nonindustrial lands to the park reserve fund. [Ord. 76-74 § 1.02; Ord. 52-92; Ord. 07-02; Ord. 36-12 § 1].

3.24.160 Park reserve fund – Use.

The park reserve fund for public open spaces shall be used to acquire (by purchase or condemnation) and develop public open spaces devoted to public parks, playgrounds, trails, and recreation facilities. The monies in the fund shall be allowed to accumulate from year to year until the city council shall determine to expend all or a part of the monies in the fund for the specified purpose. [Ord. 76-74 § 1.04; Ord. 52-92; Ord. 07-02; Ord. 36-12 § 1].

3.24.170 Park reserve fund accounts.

The park reserve fund shall contain five park zone accounts and an undesignated park account. The five park zone accounts are described as follows:

A. Horn Rapids zone (1) bounded by the existing or future Richland urban growth boundary on the north and southwest, Van Giesen Street on the south, and State Route 240 (Bypass Highway) on the east;

B. North Richland zone (2) bounded by the existing or future Richland urban growth boundary on the north, Stevens Drive and State Route 240 (Bypass Highway) on the west, Van Giesen Street on the south, and the Richland city limits line on the east;

C. Central Richland zone (3) bounded by Van Giesen Street on the north, the Yakima River on the west and south, and the Richland city limits line on the east;

D. Badger Mountain South Planned Community zone (4) shall be a separate park zone;

E. South Richland zone (5) bounded by the Yakima River on the north, the existing or future Richland urban growth boundary on the west and south and the Richland city limits line on the east with the exception of the development commonly known as Badger Mountain South Planned Community zone.

F. Proceeds from any leases of or on park property or sale of park property shall be placed in the undesignated park account. Monies received from fees upon new development shall be credited to the park zone account in which the plat or subdivision from which the fees are received is located. [Ord. 07-02; Ord. 25-11 § 1.01; Ord. 36-12 § 1].

3.24.180 Library fund.

There is hereby created a library fund which shall consist of (A) gifts, bequests and devises given, bequeathed or devised to or for the use or benefit of the Richland Public Library (hereinafter referred to as the "library"), (B) the income from property held or owned in trust for said library, and (C) sums appropriated by the city council for the library. All expenditures from the library fund shall be authorized by the board, who shall certify expenditures to the finance manager. The finance manager shall thereupon issue warrants therefor payable out of any money in the library fund not otherwise appropriated. [Ord. 67 § 1.05; Ord. 181; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.190 Utility bill clearing fund – Created.

There is hereby created a fund, known and designated as the utility bill clearing fund, into which shall be paid all sums received from the sale of water, ~~and~~ electricity, ~~and for sewer, and garbage and trash removal services~~ wastewater, solid waste, stormwater and medical services and for any other public utility service furnished by the city. [Ord. 82 § 1.01; Ord. 25-08; Ord. 36-12 § 1].

3.24.200 Utility bill clearing fund – Transfers.

On the first regular business day of each month, the finance manager is authorized, empowered and directed to transfer from the utility bill clearing fund to each of the utility departments the total amount billed during the preceding month for services rendered for water, electricity, ~~sewer, garbage and trash removal services~~ finished, as the case may be, wastewater, solid waste disposal and collection, stormwater and medical services for each such department. Appropriate adjustments shall be made to reflect bills uncollected. [Ord. 82 § 1.02; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.210 Utility bill clearing fund – Administration.

The finance manager shall keep a full and careful record of receipts and transfers with respect to each utility department. No warrants shall be issued against the utility bill clearing fund. The fund shall be used only to facilitate the billing and collection of utility accounts. [Ord. 82 § 1.03; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.220 Utility bill clearing fund – Transition.

Utility bills assigned to the city for collection for water or electricity sold or services rendered by the General Electric Company prior to the transfer to the city of such functions shall be paid into the utility bill clearing fund and the amounts collected shall be transferred to the general fund, notwithstanding any other provisions of this chapter. [Ord. 82 § 1.04; Ord. 25-08; Ord. 36-12 § 1].

3.24.230 Utility bill clearing fund – Working capital.

The city council may appropriate from the general fund for the utility bill clearing fund from time to time such amounts as are reasonably necessary to enable the fund to function as a revolving fund. Any amount so appropriated as is excess to the needs of the utility clearing fund shall be returned to the general fund. [Ord. 82 § 1.05; Ord. 25-08; Ord. 36-12 § 1].

3.24.240 Electrical~~al~~ utility fund – Created.

All revenues collected by the city from sale of electric energy or for services rendered by the department under the provisions of this code shall be deposited in the treasury of the city in a separate account to be known as the electrical~~al~~ fund. All warrants for purchase of electrical~~al~~ energy, for salaries, materials, supplies, equipment,

and repairs relating to sale of electrical energy by the city shall be paid out of such fund. [Ord. 90 § 9.01; Ord. 25-08; Ord. 36-12 § 1].

3.24.250 Equipment maintenance fund – Created.

There is hereby created the equipment maintenance fund to be used as a revolving fund to be expended for salaries, wages and operations required for the repair, maintenance and operation of equipment and the purchase of equipment, materials and supplies to be used in the administration and operation of the fund. [Ord. 137 § 1.01; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.260 Equipment replacement fund – Created.

There is hereby created the equipment replacement fund to be used as a revolving fund to be expended for the purchase of new equipment and for replacement of existing equipment. [Ord. 137 § 1.02; Ord. 1-95; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.270 Equipment funds – Administration.

The equipment maintenance fund and the equipment replacement fund shall be administered by the administrative services department. [Ord. 137 § 1.03; Ord. 1-95; Ord. 45-05; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.280 Equipment replacement funds - Equipment included.

All trucks, passenger cars and equipment belonging to the city may be in an equipment replacement fund operated by the administrative services department within said funds. [Ord. 137 § 1.04; Ord. 1-95; Ord. 45-05; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.290 Equipment replacement funds – Equipment use charges.

Each department shall pay into the equipment replacement fund monthly a charge for replacement based on the estimated useful life of the equipment and for the purchase of new equipment subject to budgetary availability. [Ord. 137 § 1.05; Ord. 1-95; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.300 Equipment funds – Financial control.

The finance manager shall keep such books, accounts and records as are necessary to control and report the financial operations of the equipment maintenance fund and the equipment replacement fund. [Ord. 137 § 1.06; Ord. 1-95; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.310 Equipment funds – Purchases.

All purchases made from said funds shall be governed by the Charter and ordinances of the city relating to purchasing. [Ord. 137 § 1.07; Ord. 25-08; Ord. 36-12 § 1].

3.24.320 Equipment funds – Expenditures.

Any withdrawals or expenditures from said equipment maintenance fund shall be made only upon approved payrolls and vouchers of the city. Any expenditure from the equipment replacement fund shall be made only upon approved vouchers of the city. [Ord. 137 § 1.08; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.330 Equipment funds – Deposits.

All monies deposited in the equipment maintenance fund and in the equipment replacement fund, including amounts included therefor in the annual budget of the city, and not expended as in this code provided, shall remain in the respective funds from year to year and shall not be transferred to any other fund or expended for any purpose whatsoever, except as in this code provided; provided, however, that any money in the equipment ~~maintenance~~ replacement fund not needed therein may from time to time be transferred by appropriate action of the city council to the appropriate funds of the city. [Ord. 137 § 1.09; Ord. 1-95; Ord. 37-06; Ord. 25-08; Ord. 36-12 § 1].

3.24.340 Health care benefits plan fund.

There is created a health care benefits plan fund into which shall be placed health, vision, disability and dental insurance premiums and reserves, and such other funds as may be available therefor, and from which shall be paid all health, dental and vision insurance claims, administrative costs, wellness program costs and expenses deemed appropriate by the city council. [Ord. 2-83 § 1.01; Ord. 5-90; Ord. 32-97; Ord. 25-08; Ord. 33-11 § 2; Ord. 36-12 § 1].

3.24.350 Post-employment health care plan fund.

There is hereby created a post-employment health care plan fund into which shall be placed health insurance premiums paid by retirees and payments by the city on behalf of current and future retirees for the purpose of paying health care insurance premiums for eligible retirees. [Ord. 25-08; Ord. 33-11 § 2; Ord. 36-12 § 1].

3.24.360 Police relief and pension fund – Created.

There is hereby created and established a police relief and pension fund into which shall be placed such monies as required or authorized by Chapter 41.20 RCW, and which shall be used as required or authorized by that chapter. [Ord. 31 § 1.02; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.370 Firemen's pension fund – Created.

There is hereby created and established a firemen's pension fund into which shall be placed such monies as required or authorized by Chapters [41.16](#) and [41.18](#) RCW, and which shall be used as required or authorized by those chapters. [Ord. 30 § 1.02; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.380 Unemployment trust fund.

There is created an unemployment trust fund into which shall be placed funds appropriated in the city budget for such purpose and such other funds as may be available therefor, and from which shall be paid all unemployment compensation claims and administrative costs.[Ord. 2-83 § 1.02; Ord. 25-08; Ord. 36-12 § 1].

3.24.390 Workers compensation ~~payment reserve~~ fund.

There is created a workers compensation ~~payment reserve~~ fund into which shall be placed such monies as shall from time to time be appropriated or budgeted in amounts sufficient in the determination of the finance manager to pay estimated uninsured losses resulting from claims against the city and from which shall be paid such amounts as shall be required for the payment of such uninsured losses. Monies shall also be used to pay for [assessments from the state, excess loss premiums and](#) preventive education programs and expenses deemed appropriate by the city council, provided reserves are adequately funded. [Ord. 37-78 § 1.01; Ord. 5-90; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.400 Salary [clearing](#) fund – Created.

There is hereby created a fund, known and designated as the salary [clearing](#) fund, into which shall be paid and transferred from the various departments and offices an amount of money equal to the various salaries, wages and other compensations due city employees. [Ord. 35 § 1.01; Ord. 25-08; Ord. 36-12 § 1].

3.24.410 Salary [clearing](#) fund – Transfers.

On the last day of each and every month, the finance manager is hereby authorized, empowered and directed to transfer from the funds of the various departments and offices to the salary [clearing](#) fund sufficient funds to pay the salaries, wages and other compensations of the employees of the various departments and offices of the city for that month. [Ord. 35 § 1.02; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.420 Salary [clearing](#) fund – Payments.

The salary [clearing](#) fund shall be used and payments therefrom shall be made only for the purpose of paying and compensating employees of the city for services rendered, and paying employee deductions to those

persons, agencies, organizations and funds entitled to such payments. [Ord. 35 § 1.03; Ord. 25-08; Ord. 36-12 § 1].

3.24.430 Salary clearing fund – Issuance of warrants.

The finance manager is hereby authorized, empowered and directed to issue warrants on and against said fund for payments authorized by RMC [3.24.410](#). Said warrants shall be issued only after there has been filed with the finance manager properly certified payrolls, due bills, or time certificates stating the nature of the services rendered, the amount due or owing and the persons entitled thereto. All warrants issued on or against said fund shall be solely and only for the purpose herein set forth and shall be payable only out of and from said fund. Each warrant issued under the provisions of this section shall have printed upon its face the words, “Salary Clearing Fund.” [Ord. 35 § 1.04; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.440 City Streets fund – Created.

There is hereby created a city streets fund into which shall be placed motor vehicle license fees, gas tax and all other state and city revenue and monies intended to be used for highway or street purposes. [Ord. 7 § 1.01; Ord. 25-08; Ord. 36-12 § 1].

3.24.450 City Streets fund – Use.

The city streets fund shall be used to pay all warrants drawn for the payment of salaries and wages, material, supplies, equipment, purchase or condemnation of right-of-way, engineering or any other purpose in connection with construction, alteration, repair, improvement, or maintenance of any city street or bridge, or viaduct or underpass along, upon or across such streets. Such expenditures may be made either independently or in conjunction with any federal, state or county funds. [Ord. 7 § 1.02; Ord. 25-08; Ord. 36-12 § 1].

3.24.460 Water utility fund – Created.

There is created in the treasury of the city a special fund to be known as the water utility fund. Any and all revenues received from charges for services rendered by the department shall be credited to said fund, and all warrants for salaries, material, supplies and equipment and repair of the water system shall be paid out of such fund. Approved construction projects for the water utility will be paid from this fund. [Ord. 80 § 9.01; Ord. 25-08; Ord. 36-12 § 1].

3.24.470 ~~Sewer~~ Wastewater utility fund – Created.

There is created in the treasury of the city a special fund to be known as the Wastewater utility fund. Any and all revenues received from the sale of byproducts of the ~~sewer~~ wastewater treatment plant, or from any other source for rental, use or services rendered by the municipal ~~sewer~~ wastewater system shall be credited to the fund; and all warrants for salaries, materials, supplies and equipment and repair of the municipal ~~sewer~~ wastewater system shall be paid out of such fund. Approved construction projects for the ~~sewer~~ wastewater utility will be paid from this fund. [Ord. 77 § 18.01; Ord. 25-08; Ord. 36-12 § 1].

3.24.480 Solid waste utility fund – Created.

There is created in the treasury of the city a special fund to be known as the solid waste utility fund. Any and all revenues from contracts for scavenging and garbage rights, from sale of any refuse, and from charges for services rendered by the city under the provisions of this section and RMC Title 15 shall be credited to the fund; and all warrants for salaries, materials, supplies, equipment and repairs relating to refuse disposal shall be paid out of such fund. Approved construction projects for the solid waste utility fund will be paid from this fund. [Ord. 79 § 1.01; Ord. 830 § 1.01; Ord. 25-08; Ord. 36-12 § 1].

3.24.490 Stormwater utility fund.

There is hereby created a fund, known and designated as the stormwater utility fund, into which shall be deposited various monies received by the City of Richland for stormwater utility charges as set forth in RMC Title 16. This revenue and such other revenues as may be available to the stormwater utility fund will be used to pay the expenses of the stormwater utility program as set forth in RMC Title 16. Approved construction projects for the stormwater utility will be paid from this fund. [Ord. 9-98; Ord. 25-08; Ord. 36-12 § 1].

3.24.500 Industrial development fund – Created.

There is created an industrial development fund into which shall be placed the proceeds from the sale of city real property. [Ord. 109 § 1.04; Ord. 769 § 1.03; Ord. 25-08; Ord. 36-12 § 1].

3.24.510 Industrial development fund – Use.

The industrial development fund shall be used for purposes of industrial development. The proceeds from the sale of city real property shall accumulate for the purchase and construction of major capital improvements, including financial support for industrial development activities. Use of this fund shall be approved by the city council prior to its expenditure. The net receipts from the sale of city-owned property shall be deposited into this fund; however, if the sold property had been park land, such receipts shall be deposited in the park reserve fund. The receipts deposited shall then reimburse the various utility and all other pertinent accounts for

contributed infrastructure, land acquisition costs and promotional expenses as the ratio of various funds' investment bear to the total investment in the parcel as a whole. Such reimbursement shall be limited to the respective funds' total investment in the subject parcel. Such reimbursement procedure shall be further described in the administrative policies. [Ord. 109 § 1.05; Ord. 396 § 1.01; Ord. 769 § 1.03; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.520 I-Net fund.

There is hereby created a fund, known and designated as the I-Net fund, into which shall be deposited a portion of funds from franchise fees received by the [City](#) of Richland, and such other funds as may be available therefor, for expenses related to the capital purchases for the I-Net project and from which shall be paid the expenses for the cable communications I-Net project. [Ord. 47-03; Ord. 25-08; Ord. 36-12 § 1].

3.24.530 Public works administration and engineering fund.

There is hereby created a fund, known and designated as the public works administration and engineering fund, into which shall be deposited various monies received by the city for the engineering projects, administrative and engineering services charges from other funds and such other funds as may be available therefor, for the expenses related to the public works administration and engineering fund and from which shall be paid the expenses for the public works administration and engineering fund. [Ord. 45-05; Ord. 25-08; Ord. 36-12 § 1].

3.24.540 Community development block grant program fund – Created – Use.

There is hereby created a fund, known and designated as the community development block grant program fund, into which shall be paid various federal or state monies received by the [City](#) of Richland for community development programs such as the 1974 Housing and Urban Development Title [1](#) program. Appropriations from the fund may be made by the city council of Richland for projects as approved by them. Warrants may be drawn upon the fund for purposes as provided in this section and to the extent that funds are available. [Ord. 21-75 § 1.02; Ord. 25-08; Ord. 36-12 § 1].

3.24.550 Downtown business improvement district fund – Created.

There is hereby created a fund, known and designated as the downtown business improvement district fund (DBID), into which shall be paid all DBID revenues from special assessments levied under the authority of Chapter [35.87A](#) RCW, gifts and donations for the DBID fund, monies for expenditures made and reimbursements due to the DBID fund, and interest and all other income from the investment of deposits according to established city procedures and policies. [Ord. 32-03; Ord. 25-08; Ord. 36-12 § 1].

3.24.560 Downtown business improvement district fund – Distributions.

On the first regular business day of each month, the finance manager is authorized, empowered and directed to distribute from the DBID fund the total amount of special assessments collected for the district under RCW [35.87A.130](#) and Richland Ordinance No. 29-03 during the preceding month. [Ord. 32-03; Ord. 25-08; Ord. 36-12 § 1].

3.24.570 Downtown business improvement district fund – Administration.

The finance manager shall keep a full and careful record of receipts and distributions with respect to each district within the downtown business improvement district fund. [Ord. 32-03; Ord. 25-08; Ord. 36-12 § 1].

3.24.580 Capital improvement fund – Created.

There is created a special accounting fund to be known as the “capital improvement fund” into which fund there shall be placed all proceeds received from the county treasurer from the [City](#) of Richland one-half of one percent real estate excise tax (REET). [Ord. 28-86; Ord. 41-93; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.590 Capital improvement fund – Use.

This capital improvement fund which includes the one-half of one percent real estate tax shall be used only for local improvements, including those listed in RCW [35.43.040](#), and for capital projects defined by RCW [82.46.010](#)(6). [Ord. 28-86; Ord. 41-93; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.600 Criminal justice fund.

There is hereby created a special accounting fund to be known as the criminal justice fund into which there shall be placed all monies received from the state of Washington for criminal justice. Monies are intended to be used for funding activities relating to the enforcement and administration of the criminal law. [Ord. 3-91; Ord. 25-08; Ord. 36-12 § 1].

3.24.610 Southeast communications center fund.

There is hereby created a special accounting fund to be known as the Southeast communications center fund into which there shall be placed all proceeds received for emergency dispatch services and various monies received by the [City](#) of Richland for emergency dispatch services and such other funds as may be available therefor for expenses related to emergency dispatch services and from which shall be paid the expenses of emergency dispatch services. [Ord. 47-91; Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.620 Hotel/motel fund.

There is hereby created a special accounting fund to be known as the hotel/motel fund into which there shall be placed all monies received from the state of Washington for excise tax on lodging. Monies are intended to be used for activities, operations and expenditures designed to increase tourism and for acquisition and/or operation of tourism-related facilities. [Ord. 37-09 § 1.02; Ord. 36-12 § 1].

3.24.630 Special lodging assessment fund.

There is hereby created a special accounting fund to be known as the special lodging assessment fund into which there shall be placed all monies received from the state of Washington for the levy of a special assessment tax on lodging. Monies are distributed to a third party facilitator for the tourism promotion area, to be used for projects that promote tourism and convention business in the city. [Ord. 37-09 § 1.02; Ord. 36-12 § 1].

3.24.640 HOME fund.

There is hereby created a fund, known and designated as the HOME fund, into which shall be deposited various monies received by the [City](#) of Richland for the HOME program and such other funds as may be available therefor for the expenses related to the HOME program and from which shall be paid the expenses of the HOME program. [Ord. 45-96; Ord. 25-08; Ord. 36-12 § 1].

3.24.650 Golf course fund.

There is hereby created a fund, known and designated as the golf course fund, into which shall be deposited various monies received from charges for golf course services rendered by the [City](#) of Richland and such other funds as may be available therefor for the expenses related to the golf course fund and from which shall be paid the expenses of golf course services. [Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.660 Medical service fund.

There is hereby created a fund, known and designated as the medical service fund, into which shall be deposited various monies received from ambulance household charges and ambulance services rendered by the [City](#) of Richland and such other funds as may be available therefor for the expenses related to the medical service fund and from which shall be paid the expenses of medical services. [Ord. 32-97; Ord. 58-99; Ord. 25-08; Ord. 36-12 § 1].

3.24.670 Emergency management fund.

There is hereby created a fund, known and designated as the emergency management fund, into which shall be deposited various monies received by the [City](#) of Richland for emergency management services and such other funds as may be available therefor for expenses related to the emergency management services and from which shall be paid the expenses of emergency management services. [Ord. 32-97; Ord. 25-08; Ord. 36-12 § 1].

3.24.680 Fire and swim refunding debt service fund.

Repealed by Ord. 36-12. [Ord. 45-96; Ord. 32-97; Ord. 25-08].

3.24.690 LTGO improvement/refund 98 debt service fund.

There is hereby created a fund, known and designated as the LTGO improvement/refund 98 debt service fund, into which shall be deposited various monies received by the [City](#) of Richland for the LTGO improvement/refund 98 debt service fund and such other funds as may be available for the expenses related to the LTGO improvement/refund 98 debt service and from which shall be paid the expenses for the LTGO improvement/refund 98 debt service. [Ord. 34-98; Ord. 25-08; Ord. 36-12 § 1].

3.24.700 Library debt service fund.

There is hereby created a fund, known and designated as the library debt service fund, into which shall be deposited monies received by the [City](#) of Richland from property taxes for the debt service payments on the 2007 unlimited tax general obligation bonds, issued to pay for the construction of improvements and expansion of the Richland library. [Ord. 36-07; Ord. 25-08; Ord. 36-12 § 1].

3.24.710 Police station debt service fund.

There is hereby created a fund, known and designated as the police station debt service fund, into which shall be deposited various monies received by the [City](#) of Richland from property taxes for the debt service payments on the 1999 unlimited tax general obligation bonds, issued to pay for construction of the Richland police station. [Ord. 44-99; Ord. 25-08; Ord. 33-11 § 3; Ord. 36-12 § 1].

3.24.720 Richland Community Center debt service fund.

There is hereby created a fund, known and designated as the Richland Community Center debt service fund, into which shall be deposited various monies received by the [City](#) of Richland from property taxes for the debt service payments on the 2000 unlimited tax general obligation bonds, issued to pay for construction of the Richland Community Center. [Ord. 25-00; Ord. 25-08; Ord. 33-11 § 3; Ord. 36-12 § 1].

3.24.730 RAISE area debt service fund.

There is hereby created a fund, known and designated as the RAISE area debt service fund, into which shall be deposited monies received by the [City](#) of Richland and other participants for tax increment financing from both property tax and sales tax in the RAISE area. Funds will be used to pay the debt service on general obligation bonds issued to pay for infrastructure improvements in the RAISE area. [Ord. 37-09 § 1.03; Ord. 33-11 § 4; Ord. 36-12 § 1].

3.24.740 LID guaranty fund.

There is hereby created a fund, known and designated as the LID guaranty fund. The purpose of the LID guaranty fund is to guarantee payment of local improvement bonds and obligations issued to pay for local improvements ordered in the city. Pursuant to RCW [35.54.095](#), the fund maintains a reserve of 10 percent of the outstanding obligations of the special assessment LID fund. Monies received from the sale of LID foreclosure property and special guaranty fund assessments are accounted for in this fund. [Ord. 37-09 § 1.04; Ord. 36-12 § 1].

3.24.750 Special assessment LID fund.

There is hereby created a special accounting fund to be known as the special assessment LID fund. The purpose of the special assessment LID fund is to account for monies received for annual LID assessments and the payment of LID bonds and loans issued to fund the construction of local improvement districts. [Ord. 37-09 § 1.04; Ord. 36-12 § 1].

3.24.760 Library construction fund.

Repealed by Ord. 36-12. [Ord. 37-06; Ord. 25-08].

3.24.770 Richland public facilities district fund.

There is hereby created a fund known and designated as the Richland public facilities district fund into which shall be deposited a local sales tax of up to 0.0333 percent which would be a credit against the state sales tax and various monies received by the [City](#) of Richland for the Richland public facilities district fund, and such other funds as may be available therefor, for the expenses related to the Richland public facilities district and from which shall be paid the expenses for the Richland public facilities district. [Ord. 39-02; Ord. 25-08; Ord. 36-12 § 1].

3.24.780 Park project construction fund.

There is hereby created a fund, known and designated as the park project construction fund, into which shall be deposited various monies received from grants and other financing sources related to the park project construction fund, and such other funds as may be available therefor, for the expenses related to the park project construction fund and from which shall be paid the expenses for park project construction. [Ord. 47-03; Ord. 25-08; amended during 2011 recodification; Ord. 36-12 § 1].

3.24.790 Columbia Point master association fund.

There is hereby created a fund, known and designated as the Columbia Point master association fund, into which shall be deposited various monies received from the owner of each tract of Columbia Point including the [City](#) of Richland for such purpose, and other such funds as may be available therefor, and from which shall be paid expenses for the Columbia Point master association and other related costs. [Ord. 49-99; Ord. 25-08; Ord. 36-12 § 1].

3.24.800 800 MHz project fund.

There is hereby created a fund, known and designated as the 800 MHz project fund, into which shall be deposited various monies received by the [City](#) of Richland for the 800 MHz project fund, and such other funds as may be available therefor, for the expenses related to the 800 MHz project and from which shall be paid the expenses for the 800 MHz project. [Ord. 42-00; Ord. 25-08; Ord. 36-12 § 1].

3.24.810 General government construction.

There is hereby created a fund, known and designated as the general government construction fund, into which shall be deposited monies from various sources including grants, loans or bonds and other funds as may be available therefor for the expenses related to general government construction projects. [Ord. 37-09 § 1.05; Ord. 36-12 § 1].

3.24.820 LID 192 Hunt Avenue construction fund.

Repealed by Ord. 36-12. [Ord. 37-09 § 1.05].

3.24.830 LID 193 Saint/Stevens construction fund.

Repealed by Ord. 36-12. [Ord. 37-09 § 1.05].

3.24.840 Hanford Reach Interpretive Center fund.

There is hereby created a fund, known and designated as the Hanford Reach Interpretive Center fund, into which shall be deposited various monies received from bonds, grants, donations and other financing sources related to the creation of the Hanford Reach Interpretive Center facility. The Hanford Reach Interpretive Center fund accounts for infrastructure and construction costs associated with the project, which is owned and supported by the Richland Public Facility District. [Ord. 33-11§ 5; Ord. 36-12 § 1].

3.24.890 Broadband fund – Created.

There is hereby created in the treasury of the city a special fund to be known as the broadband fund. Any and all revenues received from the sale of services of the broadband system, or from any other source for rental, use or services rendered by the municipal broadband system, shall be credited to the fund; and all expenditures for salaries, materials, supplies and equipment and repair of the municipal broadband system shall be paid out of such fund. Approved construction projects for the broadband system will be paid from this fund. [Ord. 22-09; Ord. 36-12 § 1].

3.24.900 LID 194 Kennedy Road construction fund.

Repealed by Ord. 37-13 [Ord. 36-12 § 1].

3.24.910 LID 195 Delaware Avenue construction fund.

There is hereby created a fund, known and designated as the LID 195 Delaware Avenue construction fund, into which shall be deposited various monies received by the [City](#) of Richland for the LID 195 Delaware Avenue construction fund, and such other funds for the expenses related to construction of the local improvements and other expenses associated with LID 195 Delaware Avenue. [Ord. 36-12 § 1].

3.24.920 Uptown business improvement district fund – Created.

There is hereby created a fund, known and designated as the uptown business improvement district fund (UBID), into which shall be paid all UBID revenues from special assessments levied under the authority of Chapter [35.87A](#) RCW, gifts and donations for the uptown business improvement district fund, monies for expenditures made and reimbursements due to the fund, and interest and all other income from the investment of deposits according to established city procedures and policies. [Ord. 36-12 § 1].

3.24.930 Uptown business improvement district fund – Distributions.

On the first regular business day of each month, the finance manager is authorized, empowered and directed to distribute from the UBID fund the total amount of special assessments collected for the district under RCW [35.87A.130](#) and Richland Ordinance No. 29-03 during the preceding month. [Ord. 36-12 § 1].

3.24.940 Uptown business improvement district fund – Administration.

The finance manager shall keep a full and careful record of receipts and distributions with respect to the uptown business improvement district fund. [Ord. 36-12 § 1].

3.24.950 Wine science center PDA fund – Created

There is hereby created a fund, known and designated as the Wine Science Center PDA fund, into which shall be deposited various monies received on behalf of the Wine Science Center Public Development Authority (WSCPDA), a public development authority sanctioned by the state of Washington, related to the creation of the wine science center facility. . The wine science center PDA fund will account for pre-construction and design costs associated with the project.

3.24.960 Fire station 74 bond fund – Created

There is hereby created a fund, known and designated as the fire station 74 bond fund, into which shall be deposited monies received by the City of Richland for an increase in electric utility tax specifically for the debt service payments on the bonds for fire station 74. General obligation bonds will be issued to pay for construction costs for fire station 74.

3.24.970 LID 196 Torbett Mahan construction fund - Created

There is hereby created a fund, known and designated as the LID 196 Torbett Mahan construction fund, into which shall be deposited various monies received by the City of Richland for the LID 196 Torbett Mahan construction fund and such other funds for the expenses related to construction of the local improvements and other expenses associated with LID 196 Torbett Mahan.

3.24.980 Utility deposit fund – Created

There is hereby created a fund known and designated as the utility deposit fund into which shall be deposited various monies received by the City of Richland for utility service deposits paid by users of the City's utility services as defined by RMC 3.26.010.

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 19th day of November 2012.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

Marcia Hopkins
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: November 24, 2013



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C7 & 8

Key Element: Key 6 - Community Amenities

Subject: ORD NOS. 38-13 & 39-13 AMENDING THE CITY'S COMP PLAN AND AMENDING THE ZONING MAP

Department: Community and Development Services

Ordinance/Resolution: 38-13 & 39-13

Reference:

Document Type: Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 38-13, adopting the 2013 amendments to the comprehensive plan, and also Ordinance No. 39-13, amending zoning designations to match the comprehensive plan.

Summary:

Council held a public hearing at the regular meeting of October 15, 2013 to consider the 2013 annual amendments to the comprehensive plan, which involve City-owned park and open space lands. These can be described as housekeeping measures and are intended to bring the current management of open space land into agreement with both the comprehensive plan and with the zoning code. The proposed changes are summarized as follows:

Z2013-108 - A change in the comprehensive plan designation on 13 acres from Medium Density Residential to Natural Open Space, and a change in zoning on the same property from R2 Medium Density Residential to Natural Open Space. The property is part of a trail corridor and located along the boundaries of the plats of Desert Summit and The Bluffs in the Horn Rapids area.

Z2013-109 - A change in the comprehensive plan designation on 15.7 acres from a Low Density Residential land use designation to a Natural Open Space designation, and a change in zoning from R1-10 Single Family Residential to Natural Open Space. The property is located north of the plat of Falconcrest and is generally located south of Meadow Hills Drive.

Z2013-110 - A change in the comprehensive plan designation on approximately one acre from a Low Density Residential land use designation to a Natural Open Space designation. The property is located south of the plat of Falconcrest.

Z2013-111 - A change in zoning on approximately 41.4 acres from PPF – Parks and Public Facilities to Natural Open Space on property consisting of the north undeveloped half of the Badger Mountain Community Park.

First Reading of the two ordinances (attached) was given at the November 5, 2013, Council Meeting. The first would implement the comprehensive plan changes, and the second would bring the zoning of these parcels into agreement with the plan. In the case of the Badger Mountain Community Park, there was some concern expressed that a small triangular portion of the park property, separated from the remainder of the park by Glenwood Court and Englewood Drive, should be developed with residential use rather than maintained as open space. The City obtained this property from the DNR, and staff needs to see if deed restrictions placed on the property would allow this use. If allowed, staff will bring back a plan and zoning change proposal in the 2014 cycle to designate this property for residential use. In the meantime, this triangle would retain its current Developed Open Space zoning.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) ORD 38-13 Amending Comprehensive Plan
- 2) Ord No 38-13 Attachments
- 3) ORD 39-13 Amending Official Zoning Map
- 4) Ord No 39-13 Attachments

City Manager Approved:

Johnson, Cindy
Nov 14, 15:54:16 GMT-0800 2013

ORDINANCE NO. 38-13

AN ORDINANCE of the City of Richland adopting the 2013 amendments to the Comprehensive Plan and amending Title 23 of the Richland Municipal Code.

WHEREAS, the City of Richland's existing Comprehensive Plan was last amended on November 27th, 2012; and

WHEREAS, the City of Richland processed requests initiated by the City; and

WHEREAS, the Richland Planning Commission held a public hearing to review the proposed amendments to the Comprehensive Plan at its regular meeting held on August 28, 2013 and forwarded formal recommendations to the City Council for these proposed amendments to the Comprehensive Plan; and

WHEREAS, pursuant to the State Environmental Policy Act and RCW 43.21C.030(2) the City of Richland adopted the Draft and Final Environmental Impact Statement that had been prepared for the adoption of the 1997 Comprehensive Plan; and

WHEREAS, City staff completed an analysis of each proposed comprehensive plan amendment for compliance with the Growth Management Act; and

WHEREAS, the Richland City Council has considered all recommendations and reports submitted to it and held a public hearing on October 15, 2013; and

WHEREAS, it is hereby found to be in the best interest of the citizens of Richland that the amendments to the Comprehensive Plan in the form provided herein be adopted.

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

Section 1.01 The following Findings and Conclusions for the 2013 Comprehensive Plan Amendments form the basis for the adoption of the 2013 Comprehensive Plan as set forth in Sections 1.02 and 1.03 of this ordinance.

Amendment to the land use map changing the designation on approximately 13 acres from medium density residential to natural open space on two tracts that are part of the Desert Summit and the Bluffs Plats in the Horn Rapids Community:

1. In 1997, the City of Richland adopted a comprehensive plan that included a Land Use Plan Map that identified an arrangement of land uses within the City and its

Urban Growth Area to accommodate future residential, commercial, industrial and open space land uses;

2. The acquisition of property by the City of Richland for open space purposes within the Desert Summit plat and the set aside of open space property within The Bluffs plat creates a need to update the City's land use plans and development regulations to reflect these property acquisitions;
3. The site is adjacent to the Yakima River and is comprised of steep slopes;
4. Designation of these two tracts as Natural Open Space in the land use plan and zoning regulations offers the highest form of protection of this natural resource area and is therefore in keeping with the City's land use goal #6, which speaks to the conservation and preservation of the City's natural resources and critical lands;
5. Adoption of the proposed amendment would be consistent with the City's Draft 2012-2018 Parks, Trails and Open Space Master Plan;
6. The City adopted the Draft and Final Environmental Impact Statement prepared for the 1997 comprehensive plan adoption to satisfy the environmental review requirements of the State Environmental Policy Act.
7. Based on the above findings and conclusions, approval of the land use map amendments in the comprehensive plan and the City zoning maps would be in the best interest of the community of Richland.

Amendment to the land use map changing the designation on approximately 15.7 acres from low density residential to natural open space on City owned property north of and adjacent to the plat of Falconcrest and generally south of Meadow Hills Drive:

8. In 1997, the City of Richland adopted a comprehensive plan that included a Land Use Plan Map that identified an arrangement of land uses within the City and its Urban Growth Area to accommodate future residential, commercial, industrial and open space land uses;
9. The acquisition of property by the City of Richland for open space purposes adjacent to the Falconcrest plat creates a need to update the City's land use plans and development regulations to reflect this property acquisition;
10. The site is located near the summit of Little Badger Mountain in South Richland and is comprised of steep slopes;
11. Designation of this tract as Natural Open Space in the land use plan and zoning regulations offers the highest form of protection of this natural resource area and is therefore in keeping with the City's land use goal #6, which speaks to the conservation and preservation of the City's natural resources and critical lands;

12. Adoption of the proposed amendment would be consistent with the City's Draft 2012-2018 Parks, Trails and Open Space Master Plan;
13. The City adopted the Draft and Final Environmental Impact Statement prepared for the 1997 comprehensive plan adoption to satisfy the environmental review requirements of the State Environmental Policy Act.
14. Based on the above findings and conclusions, approval of the land use map amendment in the comprehensive plan and an amendment to the City zoning map would be in the best interest of the community of Richland.

Amendment to the land use map changing the designation on one acre from low density residential to natural open space on property located south of the plat of Falconcrest:

15. In 1997, the City of Richland adopted a comprehensive plan that included a Land Use Plan Map that identified an arrangement of land uses within the City and its Urban Growth Area to accommodate future residential, commercial, industrial and open space land uses;
16. The acquisition of property by the City of Richland for open space purposes adjacent to the Falconcrest plat creates a need to update the City's land use plans to reflect this property acquisition;
17. The site is located near the summit of Little Badger Mountain in South Richland and is comprised of steep slopes;
18. Designation of this tract as Natural Open Space in both the land use plan and zoning regulations offers the highest form of protection of this natural resource area and is therefore in keeping with the City's land use goal #6, which speaks to the conservation and preservation of the City's natural resources and critical lands;
19. Adoption of the proposed amendment would be consistent with the City's Draft 2012-2018 Parks, Trails and Open Space Master Plan;
20. The City adopted the Draft and Final Environmental Impact Statement prepared for the 1997 comprehensive plan adoption to satisfy the environmental review requirements of the State Environmental Policy Act.
21. Based on the above findings and conclusions, approval of the land use map amendment in the comprehensive plan would be in the best interest of the community of Richland.

Section 1.02 Section 23.01.030 of the Richland Municipal Code, as last amended by Ordinance No. 40-12, is hereby amended to read as follows:

23.01.030 Plan Adopted

There is hereby adopted as a current and flexible guide to coordinate the public and private development of property and other resources of the City of Richland that certain Comprehensive Plan adopted by the Richland City Council on October 6, 1997, and amended on December 14, 1998, December 7, 1999, December 19, 2000, October 16, 2001, December 2, 2002, December 3, 2003, December 7, 2004, December 6, 2005, December 19, 2006, December 4, 2007, December 2, 2008, November 17, 2009, August 3, 2010, November 16, 2010, ~~and~~ November 27, 2012, and November 19, 2013 which is on file with the City Clerk and consists of maps, general goals and policies relating to economic development, land use, transportation, utilities, capital facilities and housing, and also establishes an Urban Growth Area Boundary Land Use Plan Map. [Ord. 28-05 § 1.02; Ord. 47-05; Ord. 40-06 § 1.02; Ord. 41-07; Ord. 32-08; Ord. 33-09 § 1.02; Ord. 21-10 § 1.02; Ord. 35-10 § 1.02].

Section 1.03 Council directs City Clerk to maintain the following amendments to the City of Richland's Comprehensive Plan as follows: Exhibit A - Amendment to the Land Use Map in the Land Use Element of the Plan for an approximately 13 acre site consisting of two tracts that are part of the Desert Summit and the Bluffs Plats in the Horn Rapids Community; Exhibit B – Amendment to the Land Use Map in the Land Use Element of the Plan for an approximately 15.7 acre site located north of and adjacent to the plat of Falconcrest and generally south of Meadow Hills Drive; Exhibit C – Amendment to the Land Use Map in the Land Use Element of the Plan for a one acre parcel located south of the plat of Falconcrest; all duly certified by the Clerk as true copies and to be retained as a permanent record.

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

Section 1.05 If any section, sentence, clause, or phrase of the amendments set forth in this Comprehensive Plan annual amendment ordinance should be timely challenged to any body or court with authority and jurisdiction to hear such a challenge, or if such amendment be determined to be invalid or unconstitutional, such challenge, invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause, phrase or amendment of this adopted annual comprehensive plan amendment ordinance.

PASSED by the City Council of the City of Richland at a regular meeting this 19th day of November, 2013.

JOHN FOX
Mayor

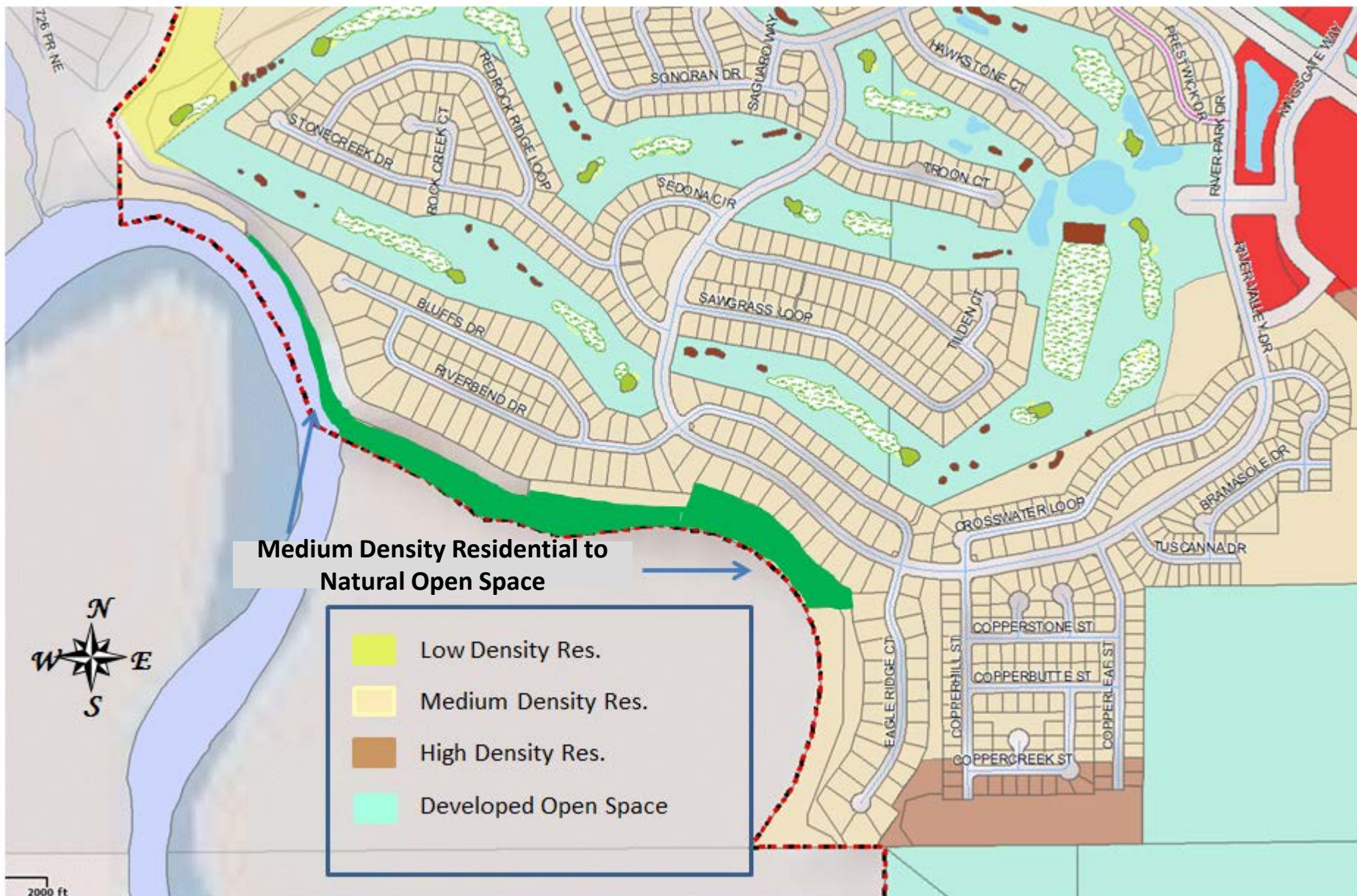
ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

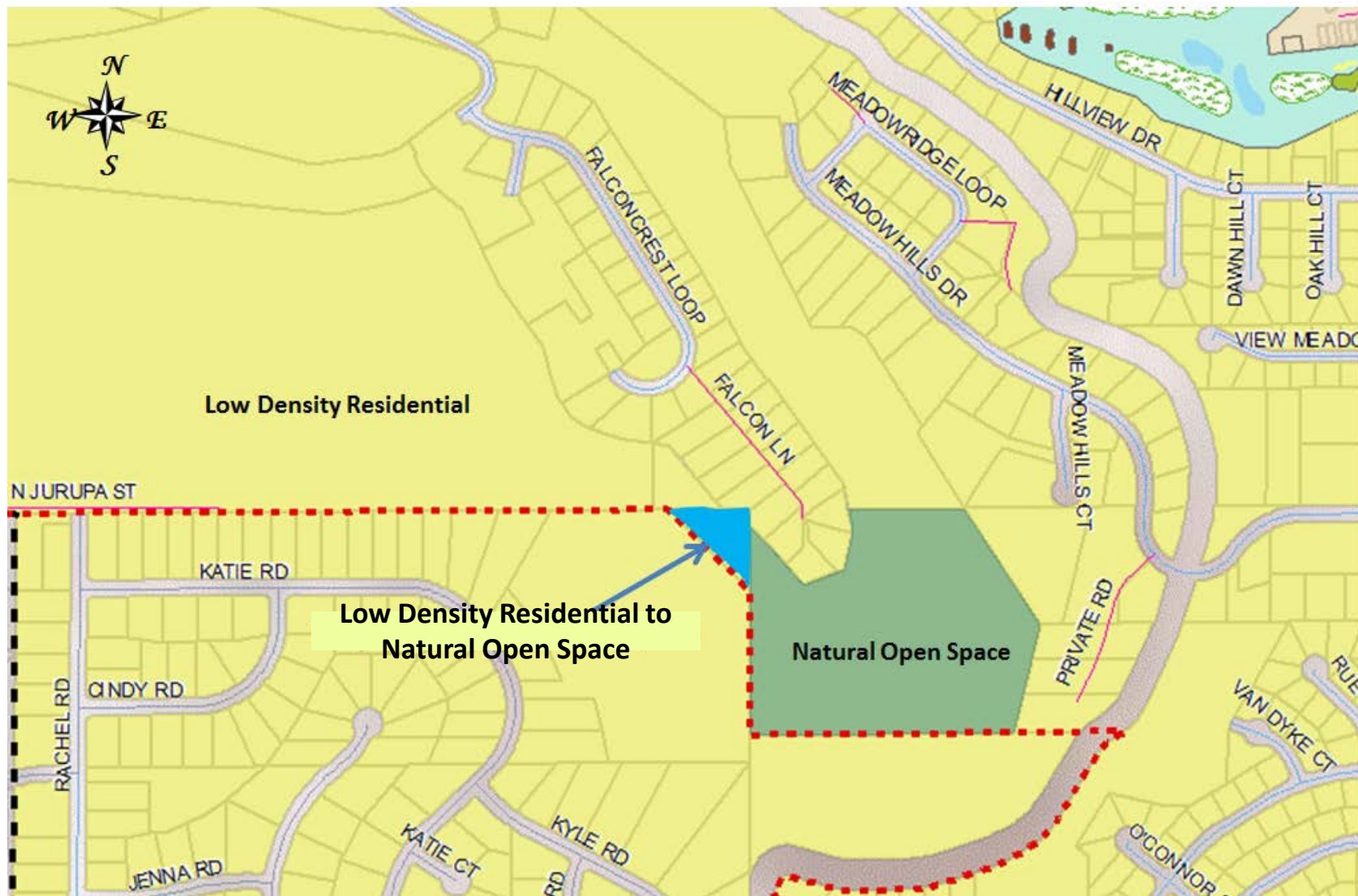
Date Published: November 24, 2014



Attachment A



Attachment B



Attachment C

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
505 Swift Boulevard
Richland, WA 99352

ORDINANCE NO. 39-13

AN ORDINANCE of the City of Richland relating to land use, zoning classifications and districts and amending the Official Zoning Map of the City by amending Sectional Map Nos. 44, 46 and 55A, so as to change the zoning designation of approximately 13 acres located adjacent to the plats of Desert Summit and the Bluffs in the Horn Rapids community; 15.7 acres located north of the Falconcrest subdivision in South Richland and a one acre parcel located immediately south of the Falconcrest subdivision.

WHEREAS, the City of Richland reviewed proposed amendments to its Comprehensive Plan in 2013; and

WHEREAS, the Richland Planning Commission held a public hearing on August 28, 2013; and forwarded a recommendation for the City Council to adopt the proposed Comprehensive Plan and zoning amendments; and

WHEREAS, the Richland City Council held its own public hearing on October 15, 2013 and has considered all recommendations and reports submitted to it and all comments made at the public hearing; and

WHEREAS, the Richland City Council has adopted findings included in Ordinance 38-13, adopting 2013 amendments to the Richland Comprehensive Plan and

such findings also serve as the basis for adoption of the zoning amendments listed herein; and

WHEREAS, the amendment to the City Comprehensive Plan, as completed through the adoption of Ordinance 38-13 provides the justification for changing the zoning and is consistent with the provisions of the State Growth Management Act (RCW 36.70A.040) which requires cities to adopt development regulations that are consistent with and implement the comprehensive plan; and

WHEREAS, it is hereby found to be in the best interest of the citizens of Richland that the amendments to the zoning code in the form provided herein be adopted.

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

Section 1.01 It is hereby found, as an exercise of the City's police power, that the best land use classification for the lands described in Section 1.02 below is Natural Open Space (NOS) for the approximately 13 acres located within the plats of Desert Summit and the Bluffs when consideration is given to the interest of the general public.

Section 1.02 Said properties are more particularly described as follows:

Tract A of the Desert Springs Plat, consisting of 4.17 acres together with Tract A of the plat of The Bluffs, consisting of 8.91 acres.

Such land is rezoned from R-2 Medium Density Residential.

Section 1.03 It is hereby found, as an exercise of the City's police power, that the best land use classification for the lands described in Section 1.04 below is Natural Open Space (NOS) for the approximately 17 acres located adjacent to and north of the plat of Falconcrest when consideration is given to the interest of the general public.

Section 1.04 Said property is more particularly described as follows:

All that portion of the southeast quarter and southwest quarter of Section 35, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, Described as follows:

Commencing at the north quarter corner of Section 2, Township 8 North, Range 28 East, W.M.; thence along the south section line of said section 35⁰North 89° 36'32" East 349.89 feet to the True Point of Beginning, thence continuing along said section line North 89° 36'32" East, 420.93 feet to the Southerly corner of Lot 12, Plat of Meadow Hills Phase One, as recorded in Volume 14, Page 120, Records of Benton County, Washington; thence leaving said section line along the southwesterly boundary line of said Lot 12 North

32°14'39" West, 319 feet to the northwesterly corner of said Lot 12; thence along the northwesterly boundary of said Lot 12 North 37°48'36" East, 31.93 feet to the southerly corner of Lot 1, Block 1, Plat of Meadow hills – Phase Two, as recorded in Volume 15 of Plats, Page 150, Records of Benton County, Washington; Thence leaving northwesterly boundary line of said Lot 12 along the southwesterly boundary line of said plat North 32°14'42" west, 387.30 feet to a corner marking an angle point in the boundary of Lot 3, Block 1, of said Plat of Meadow Hills – Phase Two, Thence North 61°33'46" west, 55.94 feet along the southerly boundary of said Lot 3; Thence South 89°45'16" west, 143.37 feet to a corner marking an angle point of the boundary of Lot 4, Block 1 of said plat of Meadow hills –Phase Two; thence North 26°34'09" West, 592.35 feet to the northwesterly corner of Lot 8, block 1 , of said Plat of Meadow Hills – Phase Two, and the Southwesterly corner of a tract of land deeded to City of Richland recorded under Auditor's File # 837303, records of Benton County, Washington; thence along the westerly boundary line of said City of Richland tract North 26°33'10" west, 67.86 feet to the northwesterly corner of said City of Richland Tract and the southwesterly corner of a parcel of land deeded to the City of Richland recorded under Auditor's File # 694938, Records of Benton County, Washington; thence along the westerly boundary line of said City of Richland parcel North 06°37'42" West, 172.66 feet to the corner of a parcel of land deeded to TMT Homes recorded under Auditor's File #2000-002575; thence along the southwesterly boundary line of said TMT Homes parcel north 53°07'58" west, 748.36 feet to the northwesterly corner of said TMT Homes Parcel said point being the most easterly Corner of Lot 12 of Crested hills No. 10 as recorded in Volume 15 of Plats, Page 360, records of Benton County; Thence south 14°16'56" West, 177.27 feet to the most Southerly corner of said Lot 12; thence North 75°43'04" West, 173.39 feet to a corner common to said Lot 12 and to Tract "A" of the Plat of Crested Hills No. 7 as recorded in Volume 15 of Plats, Page 359, records of Benton County; thence south 55°32'18" West along the southerly line of Lot 1 of said Crested Hills No. 7, 104.21 feet to the most Southerly corner of said Lot 1; thence north 65°00'00" West along the southwesterly Line of said Lot 1, 45.89 feet to a point on the northeasterly right of way margin of an Easement recorded under Auditor's File No. 2011-016687; thence along said Northeasterly margin South 56°55'35" East, 66.38 feet to a point of curve; thence along said curve to the right having a central angle of 26°27'02", a radius of 128.00 feet, an arc distance of 59.09 feet and a chord bearing of South 43°42'04" east to a point on curve and being the northwest corner of Lot 1 of Short Plat No. 3321, as recorded in Volume 1 of Short plats, Page 3321, Records of Benton County, Washington; thence leaving said curve south 82°08'42" East, 166.19 feet to the northeast corner of said Lot 1 and the northwest corner of Lot 2 of said short plat; thence south 59°08'49" East along the northeasterly property lines of said Lot 2 and Lot 3 of said short plat, 235.73 feet to the northeast corner of said Lot 3 and the Northwest corner of Lot 1 of Short Plat No. 3342 as recorded in Volume 1 of Short Plat, Page 3342, records of Benton County, Washington; thence along the northeasterly property line of said Short Plat No. 3342 and Short Plat No. 3341 as recorded in Volume 1 of Short plats, Page 3341, records of Benton County, Washington south 32°31'47" East, 727.72 feet to an Angle point on Lot 1 of Short Plat No. 3344 as recorded in Volume 1 of Short Plats, Page 3344, Records of Benton County, Washington; thence along the northeasterly property line of said Short Plat No 3344 and

Short Plat No. 3343, as recorded in Volume 1 of Short Plats, Page 3343, Records of Benton County Washington South 28°32'04" East, 307.55 feet to a point of angle on Lot 2 of said Short Plat No. 3343; thence continuing along said northeasterly property line south 35°11'45" East, 153.55 feet to the Northeast corner of Lot 3 of said Short Plat No. 3343; thence leaving said short Plat No. 3343 North 50°07'55" East, 10.03 feet; thence south 35°11'45" East, 466.09 feet; thence South 10°19'48" East, 89.81 feet to a point on the south line of said section 35 and to the True Point of Beginning.

Subject to easements, reservations and restrictions of record.

Contains 15.72 acres.

Section 1.05 It is hereby found, as an exercise of the City's police power, that the best land use classification for the lands described in Section 1.06 below is Natural Open Space (NOS) for the one acre that is located adjacent to and south of the plat of Falconcrest when consideration is given to the interest of the general public.

Section 1.06 Said property is more particularly described as follows:

A portion of the Northwest ¼ of Section 2, Township 8 North, Range 28 East, W.M., Benton County, Washington, described as follows:

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

Beginning at the North ¼ corner of said Section 2, and the Northeast corner of said Lot 65 and the **TRUE POINT of BEGINNING**; Thence South 00°00'58" West a distance of 295.43 feet along the Easterly line of said Lot 65, leaving said corner; Thence North 45°09'19" West a distance of 416.55 feet, leaving said Easterly line to a point on the Northerly line of said Lot 65 and a the Northerly line of said Section 2; Thence North 89°40'25" East a distance of 295.43 feet along said Northerly lines, back to the true point of beginning.

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

Section 1.07 It is hereby found, as an exercise of the City's police power, that the best land use classification for the lands described in Section 1.08 below is Natural Open Space (NOS) for the approximately 41 acres that is located in the north half of the Badger Mountain Community Park when consideration is given to the interest of the general public.

Section 1.08 Said property is more particularly described as follows:

That portion of the East ½ of Northwest ¼ of Section 26, Township 9 North, Range 28 East, W.M., Benton County, Washington, lying north of the Englewood Drive Right-of-Way except that portion located north of Englewood Drive and east of Glenwood Court.

Containing approximately 41.6 acres.

Section 1.09 Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said title, is amended by amending Sectional Map Nos. 44, 46 and 55A, which are three of a series of maps constituting said Official Zoning Map, as shown on the attached Sectional Maps bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 1.10 This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland at a regular meeting this 19th day of November, 2013.

JOHN FOX
Mayor

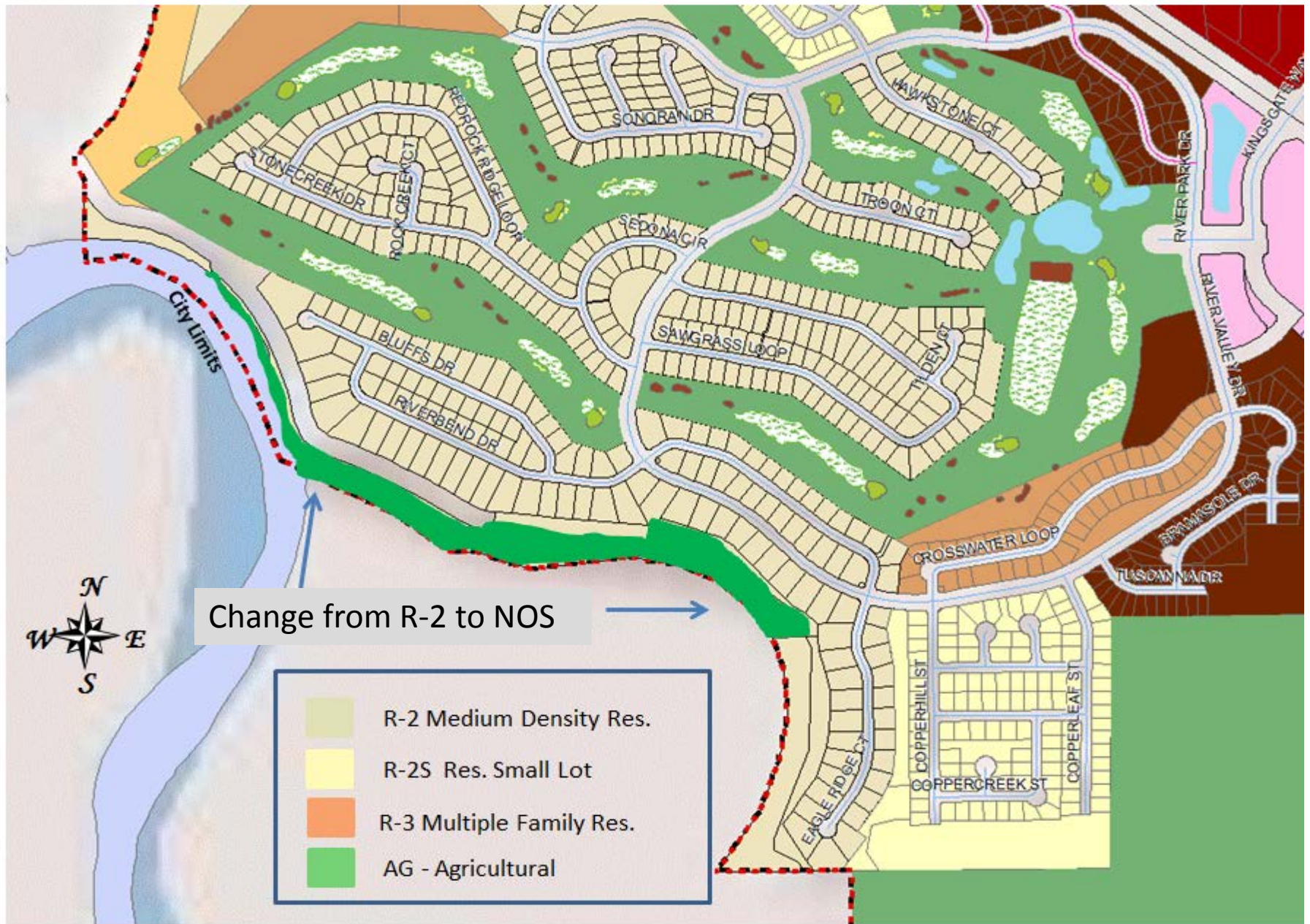
ATTEST:

APPROVED AS TO FORM:

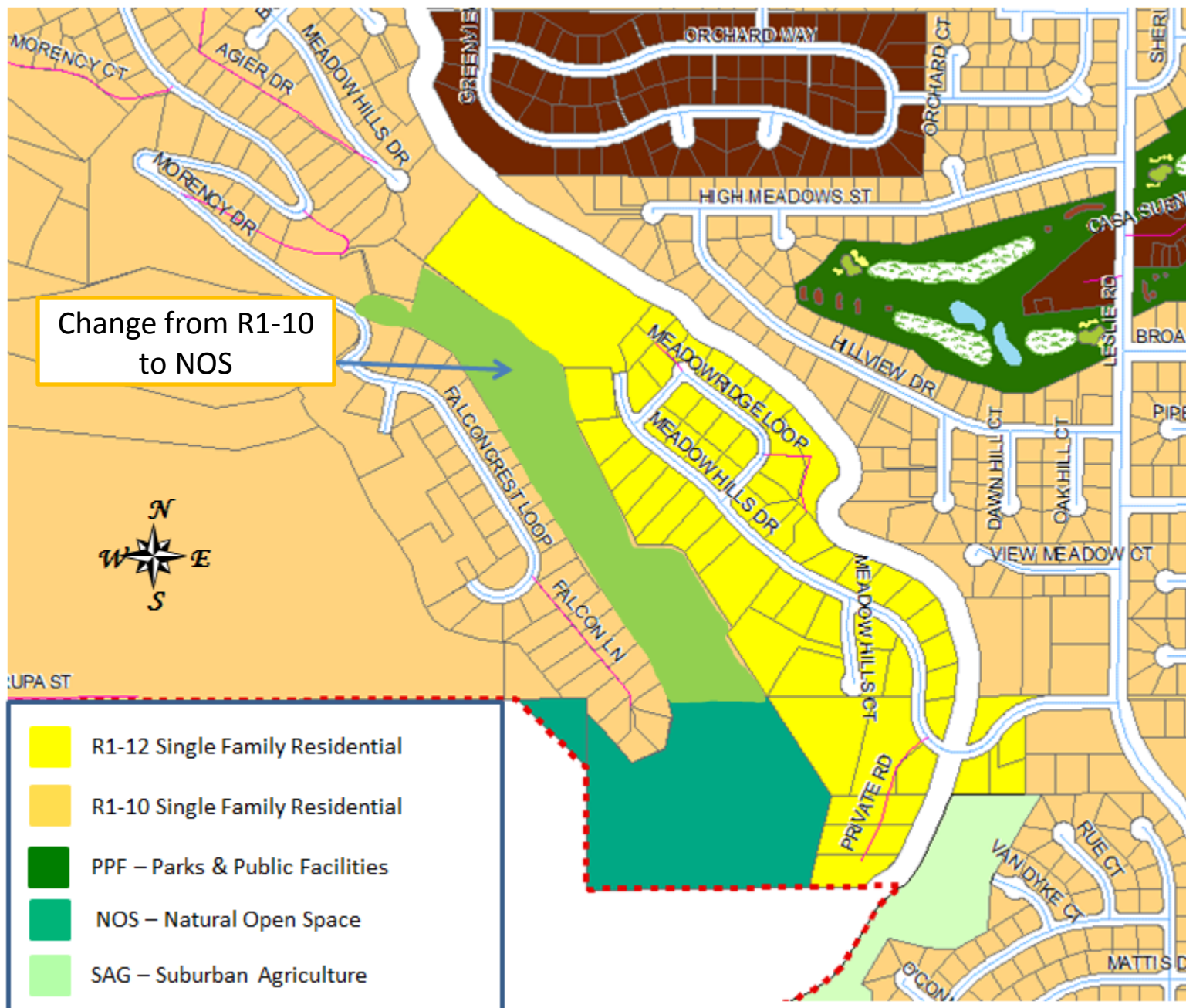
MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

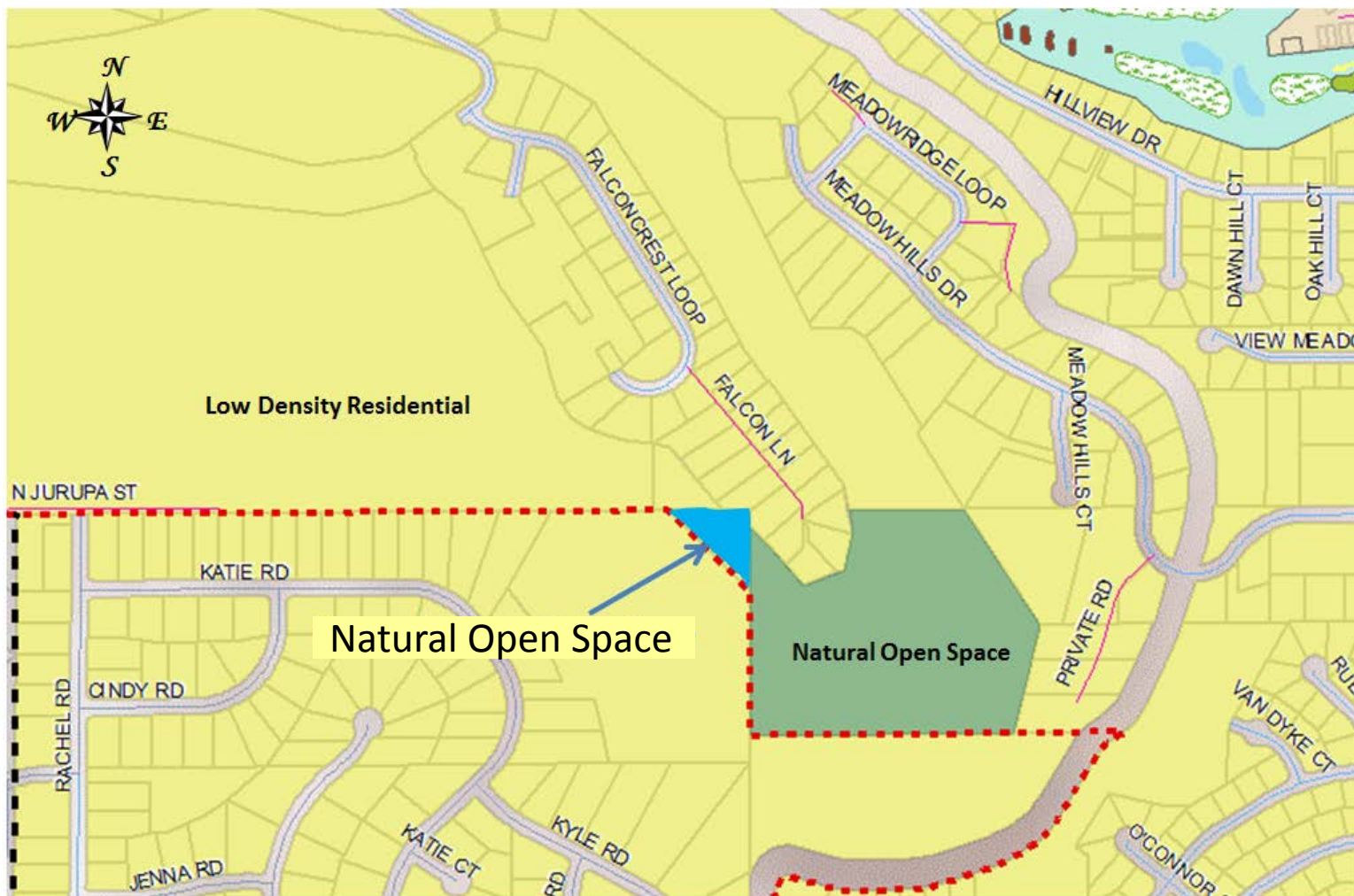
Date Published: November 24, 2013



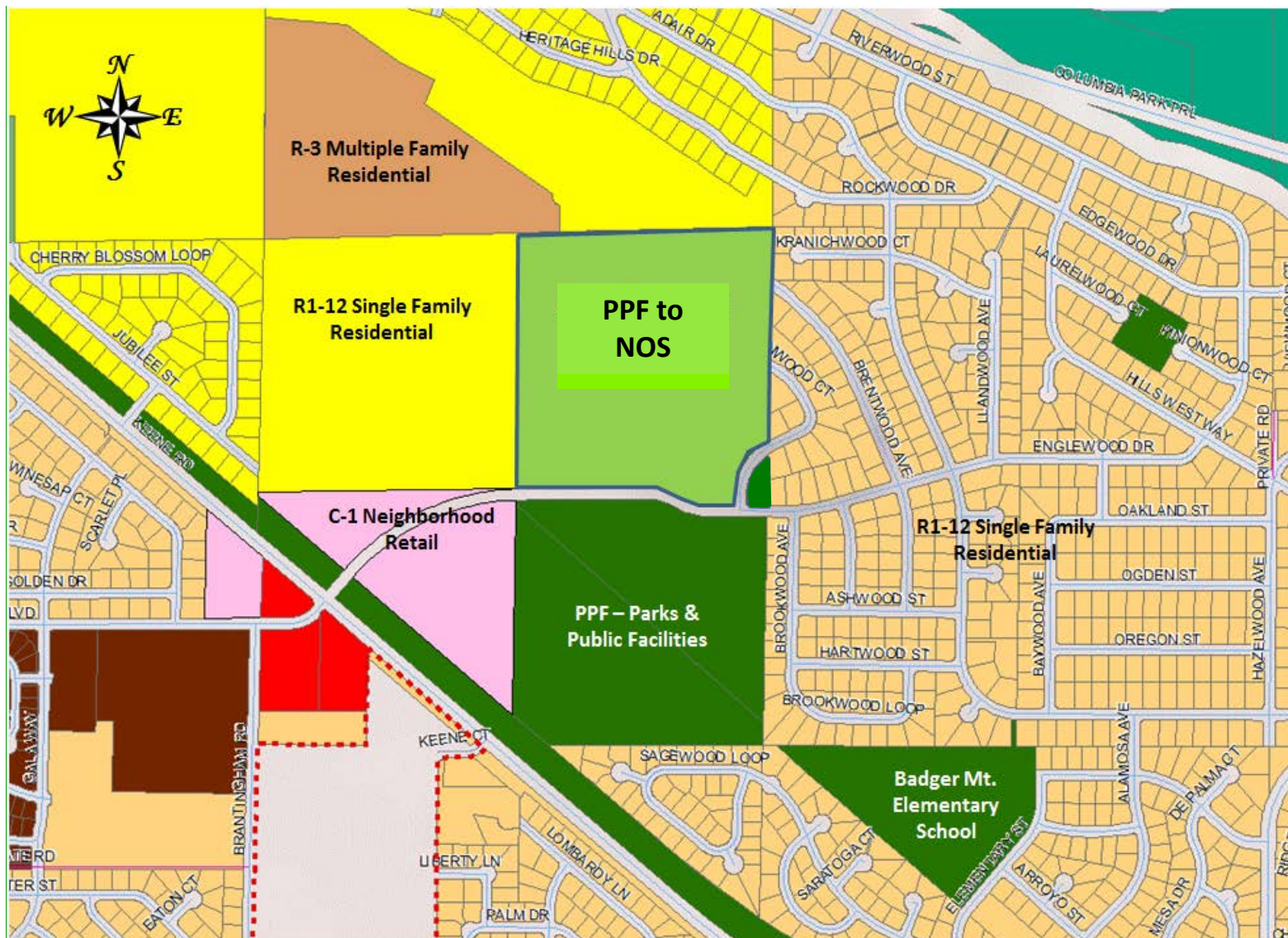
Attachment A



Attachment B



Attachment C



Attachment D



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C9

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 79-13, APPROVING ELECTRIC UTILITY TAX INCREASE

Department: Energy Services

Ordinance/Resolution: 79-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 79-13, approving Electric Utility Tax increase.

Summary:

The City Manager's proposed 2014 annual budget includes funding to design, construct, and begin operations of new Fire Station 74. This project was selected as one of City Council's priorities in the City's current Strategic Leadership Plan. City Council named a Capital Projects Subcommittee (Subcommittee) which considered this project along with other priorities in order to recommend funding alternatives.

For the Fire Station 74 priority project, the Subcommittee has recommended that an increase in the electric utility occupation tax be included in the 2014 proposed budget which will generate approximately \$600,000 annually as partial funding for this project. Proposed Resolution No. 79-13 requests that City Council authorize the City Manager, subject to the adoption of the 2014 proposed budget, to increase the electric utility occupation tax in order to generate the budgeted revenues. In most electric utility customer classes, this will be an additional utility tax of 1.11%, or equivalent to about an additional 94 cents on the average residential customer's monthly bill. For a few customer classes, the increase will be less in order that the total electric utility occupation tax for each customer stays at or below the 8.5% authorized in Richland Municipal Code Section 5.20.100.

This matter is brought forward for Council consideration as a resolution rather than an ordinance because it is an administrative decision of Council for which legislative authority codified in RMC 5.20.100 and RMC 14.20.050 already exists that allows increases in the electric utility occupation tax up to 8.5% of gross electric revenues. Staff recommends adoption of Resolution No. 79-13.

Fiscal Impact?

☒ Yes ☐ No

2014 Proposed Budget includes additional electric utility occupation tax revenues of approximately \$600,000, as a result of passage of this Resolution.

Attachments:

1) Proposed Resolution

City Manager Approved:

Johnson, Cindy
Nov 14, 15:53:20 GMT-0800 2013

RESOLUTION NO. 79-13

A RESOLUTION of the City of Richland authorizing an increase in the electric utility occupation tax.

WHEREAS, Richland City Council, through the recommendation of its CIP Subcommittee, has identified the construction and operations of new Fire Station 74 as one of the City's top priorities; and

WHEREAS, funding to design, construct, and begin operations of Fire Station 74 has been included in the Richland City Manager's proposed 2014 budget; and

WHEREAS, an increase in the electric utility occupation tax designed to generate approximately \$600,000 annually has been included in the proposed 2014 budget as partial funding for Fire Station 74; and

WHEREAS, Richland Municipal Code (RMC) 5.20.100 authorizes the City to levy an electric utility occupation tax in an amount not to exceed eight and one-half percent (8.5%) of the gross electric revenues; and

WHEREAS, RMC 14.20.050 allows for prevailing tax rates which vary for each electric utility customer class subject to the electric utility occupation tax; said tax rates are currently set at or under the 8.5% maximum authorized by RMC 5.20.100; and

WHEREAS, City staff has estimated that one and eleven one-hundredths percent (1.11%) added to the current electric utility occupation tax rates will generate the required \$600,000 annual revenues; and

WHEREAS, an additional 1.11% to the prevailing tax rates in six (6) of the nine (9) electric utility customer classes which are subject to the electric utility occupation tax can be fully applied within the 8.5% maximum authorized by RMC 5.20.100; and

WHEREAS, one electric utility customer class subject to the electric utility occupation tax is currently levied at the maximum 8.5% and may not be levied any additional electric utility occupation tax; and

WHEREAS, one electric utility customer class subject to the electric utility occupation tax can be levied an additional seventy-nine hundredths percent (0.79%) to bring the total electric utility occupation tax rate for this customer class to the maximum authorized 8.5%; and

WHEREAS, one electric utility customer class subject to the electric utility occupation tax can be levied an additional ninety eight one-hundredths percent (0.98%) to bring the total electric utility occupation tax rate for this customer class to the maximum authorized 8.5%.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, subject to approval of the City Manager's proposed 2014 budget, Richland City Council authorizes the City Manager to approve an increase to the prevailing electric utility occupation tax rates for each of the electric customer classes subject to the electric utility occupation tax in an amount equal to the lesser of an additional 1.11% of the gross electric revenues or an amount which will not cause the total electric utility occupation tax rate to exceed the maximum 8.5% for each customer class.

BE IT FURTHER RESOLVED, all increases in the electric utility occupation tax rates shall be levied on the gross electric revenues for the full billing period covered with the first bill received in January 2014 for each electric utility account.

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 19th day of November, 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER D. KINTZLEY
City Attorney



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C10

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RES NO. 78-13, REAPPOINTMENTS TO THE WINE SCIENCE CENTER DEVELOPMENT AUTHORITY BOARD

Department: City Attorney

Ordinance/Resolution: 78-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 78-13, reappointing Robert Tippet and Patrick Dineen to the Wine Science Center Development Authority Board (WSCDAB) to Position Nos. 3 and 4 respectively.

Summary:

The terms for Robert Tippet and Patrick Dineen expire on December 6, 2013.

Article VII, Section 1, paragraph 3, of the WSCDA Charter states, "Except as otherwise provided above, all appointments to the Board shall be recommended by the Board and made by the City Council. The Board may seek recommendation for the appointments for representatives of Washington State University, the wine and grape growing industry, and local economic development organizations and from other members of the Board."

At their November 6, 2013, meeting, the WSCDA board members passed a motion recommending the reappointment of Robert Tippet to Position No. 3 and Patrick Dineen to Position No. 4 for a three-year term or until December 6, 2016.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) Proposed Resolution

City Manager Approved:

Johnson, Cindy
Nov 14, 15:36:12 GMT-0800 2013

RESOLUTION NO. 78-13

A RESOLUTION of the City of Richland confirming the position reappointments of Robert Tippet and Patrick Dineen to the Wine Science Center Development Authority Board.

BE IT RESOLVED by the City Council of the City of Richland that the following appointments to the Wine Science Center Development Authority Board are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Robert Tippet	3	12/6/16
Patrick Dineen	4	12/6/16

BE IT FURTHER RESOLVED that this resolution shall take effect December 6, 2013.

ADOPTED by the City Council of the City of Richland, at a regular meeting on the 19th day of November 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZELY
City Attorney



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C11

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RES. NO. 80-13, REAPPOINTMENTS TO THE AMERICANS W/ DISABILITIES ACT CITIZENS REVIEW CMTE

Department: City Attorney

Ordinance/Resolution: 80-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 80-13, reappointing Roger Bowman and Melissa Williams to the Americans with Disabilities Act Citizens Review Committee to Position Nos. 4 and 5 respectively.

Summary:

The term for Position Nos. 4 and 5 on the ADA Citizens Review Committee expire November 30, 2013.

After a selection process, City Attorney Heather Kintzley is recommending the reappointments of Roger Bowman and Melissa Williams to Position Nos. 4 and 5 respectively. The terms for the appointments are three years or until November 30, 2016.

The application of Michele Levenite was also considered for appointment.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

- 1) Proposed Resolution
- 2) Recommendation and Applications

City Manager Approved:

Johnson, Cindy
Nov 14, 15:39:02 GMT-0800 2013

RESOLUTION NO. 80-13

A RESOLUTION of the City of Richland confirming the position reappointments of Roger Bowman and Melissa Williams to the Americans with Disabilities Act (ADA) Citizen's Review Committee.

BE IT RESOLVED by the City Council of the City of Richland that the following position reappointments to the ADA Citizen's Review Committee are hereby confirmed.

<u>NAME</u>	<u>ADDRESS</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Roger Bowman	636 Saint St., Richland	4	11/30/2016
Melissa Williams	1917 Market Court, Pasco	5	11/30/2016

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 19th day of November 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Barham, Debby

From: Kintzley, Heather
Sent: Friday, November 08, 2013 1:32 PM
To: Barham, Debby
Cc: Fulton, Toni
Subject: ADA Committee Recommendation

Debby:

The recommendations for the ADA Committee are Roger Bowman and Melissa Williams.

Thanks,
Heather

Board Application Form

RECEIVED

OCT 11 2013

RICHLAND CITY CLERK

Select the Board, Commission or Committee applying for:*
Americans with Disabilities Act Citizen Review Committee

Personal Information

First Name* Roger
Last Name* Bowman
Street Address*
636 Saint Street
City* Richland
State* WA
Zip* 99354
Length of Residency in the City of Richland* 31 years
Email:* rcbcrown@frontier.com
Contact Phone:* 509-375-0711
Occupation:* Engineer - Long term disability

Education: *
BS Mechanical Engineering Technology

Experience Applicable to the City Board, Commission or Committee to which you are applying*
Current Chairman, ADA Review Committee

Are you currently serving on a Board, Commission or Committee*
If yes, which one/s?
ADA Review Committee
(X)Yes
()No

Have you served on a Board, Commission or Committee before?*
()Yes
(X)No

Are you a City of Richland Employee?*

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

()Yes
(X)No

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

☒ I accept

A resume is required to complete the application.*

☐

Uploaded: Resume1013.doc

Please login to view the uploaded file.

PROFESSIONAL SUMMARY

Roger C. Bowman

636 Saint Street
Richland, Washington 99354-1838
(509) 375-0711

EDUCATION

BS Mechanical Engineering Technology, Oregon Institute of Technology

SUMMARY OF EXPERIENCE

Twenty-three years of experience at Hanford. This experience includes six years as a Code Compliance Engineer involved in the maintenance and testing of N Reactor pressure systems, four years as an Environmental Scientist involved in Resource Conservation and Recovery Act (RCRA) permitting/closure support for Hanford, seven years in a management/supervisory role over RCRA permitting/closure support staff, and five years in general environmental support of the Hanford Site.

During my career at Hanford I have been responsible for the development of interim and final status permitting documentation for Hanford Facility waste management units. Led a team responsible for preparing delisting documentation in support of Hanford Facility mixed waste disposal operations. Provided leadership to an organization of up to 12 engineers and scientists accountable for preparing assigned Hanford Facility RCRA and Toxic Substance Control Act permit applications and closure plans. Developed and implemented RCRA permitting/closure strategies, streamlining ideas, and cost saving approaches for Hanford Facility RCRA permitting/closure efforts. Through exceptional collaborative skills facilitated, negotiated and frequently achieved consensus between contractor, DOE-RL, and regulatory agency personnel regarding major permitting/closure issues. Prepared and managed multi-million dollar budgets supporting Hanford Facility RCRA permitting/closure activities. Involved in development and maintenance of the Hanford Facility RCRA permit. Managed a database for tracking environmental actions resulting from regulatory agency compliance inspections. Led a team responsible for developing a database for managing regulatory agency inspection documentation. Coordinated Hanford Facility mapping and marking of underground dangerous waste pipelines. Developed and maintained an ASME Boiler and Pressure Vessel Code application program in support of N Reactor operations.

COMMUNITY SERVICE

Columbia Basin Disabilities Unlimited – 29 years – Current Wheelchair Basketball Coach, President and Webmaster

Tri-City Young Marines - 10 years – Current Paymaster and Webmaster

Ben Franklin Transit Citizens Advisory Committee – 5 years – Current Chairman

Ben Franklin Transit Dial-A-Ride Subcommittee – 4 years – Current Chairman

City of Richland ADA Review Committee – 4 years – Current Chairman

Kadlec Regional Medical Center Spinal Disorder Group – 4 years – Current Group Leader



APPLICATION FORM

BOARD ~ COMMISSION ~ COMMITTEE

BOARD/COMMISSION/COMMITTEE FOR WHICH APPLYING: Americans with Disabilities Citizen Review Committee

NAME: Melissa Williams Contact Telephone: 509-542-1409

ADDRESS: 1917 Market Ct. Alternate Telephone: Same

CITY, STATE, ZIP: Pasco, WA 99301 E-mail: Sapphire642@yahoo.com

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

LENGTH OF RESIDENCE IN RICHLAND: N/A

OCCUPATIONAL AND EDUCATIONAL BACKGROUND: Please see resume attached

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

ADA Citizens Review Committee

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)

yes -
1. City of Richland - ADA Commission 2. Golden Ears (Service Dog Board)

HAVE YOU SERVED ON A BOARD, COMMISSION, OR COMMITTEE BEFORE? IF YES, WHICH: yes, please
See "Board & Committee Experience" page attached

ARE YOU CURRENTLY AN EMPLOYEE OF THE CITY OF RICHLAND? ☒ No ☐ Yes (if yes, see exemption below)

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

A RESUME IS REQUIRED – PLEASE ATTACH IT TO THIS APPLICATION ☒

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

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

Date: 10/8/13 Signature: Melissa R. Williams

RECEIVED

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

OCT 09 2013

RICHLAND CITY CLERK

Melissa R. Williams

1917 Market Court

Pasco, Washington 99301

Home Phone (509) 542-1409

Employment History

12/02 – 11/03

Executive Counterintelligence Administrative Assistant, Northrop Grumman Mission Systems

Provided direct support to the Senior Counterintelligence Office Manager and the Program Analyst. This support included: preparation of all Counterintelligence (CI) correspondence, reports, briefings, debriefings, presentations, budget and expense reports. Making domestic and foreign travel arrangements, completed travel authorizations and expense reports. Making arrangements for meetings and conference calls, and conducted reviews of classified messages and documents. Working to assimilate problem areas and develop solutions to streamline and automate those functions. Maintain numerous databases, and provide daily, monthly, and quarterly tracking of all CI awareness training of 12,000 individuals.

5/02 – 11/02

Secretary, Informatics/Innovations Group, Inc.

Provided direct support to the U.S. Department of Energy, Security and Emergency Services Division (SES). Served as primary backup to the Assistant to the Director of SES when absent. Provided direct support to the SES Operations Manager and the Information Manager and their staff. This support included preparation of all division correspondence, reports, and presentations. Made domestic and foreign travel arrangements, completed travel authorizations and expense reports, and various other administrative duties as needed.

6/98 – 4/02

Medical Staff Coordinator, Community Health Center La Clinica

Responsible for creating and managing 28 medical provider schedules and a laboratory schedule for the three clinic's and inputting the schedules into Health Pro Scheduling System. Created and managed emergency medical provider on-call schedules for all three local hospitals. Responsible for all medical providers credentialing and annual recredentialing for medical insurance companies and three local area hospital privileges. Produced and edited various monthly meeting minutes; tracked Continuing Medical Education time for annual license renewal of all medical providers; coordinated travel arrangements, and various other medical staff duties.

3/98 – 6/98

Administrative Assistant, Career Services

Provided executive administrative support duties on 2 temporary assignments – hired on second assignment.

11/95 – 3/98

Administrative Secretary & Word-Information Processor/Editor, Kelly Temporary Services (highlights)

Administrative Secretary, DE&S Hanford Inc. - Provided direct administrative support to: 1 Project Director, 4 Project Managers, and 55 Project Engineers. Word-Information Processor/Editor, Lockheed Martin Hanford Company - Processed and edited the Readiness-to-Proceed document for the U.S. Department of Energy. Administrative Secretary, Bechtel Hanford, Inc. - Provided direct administrative support to: 1 Project Manager, 4 Project Task Leads, and 42 Project Control Engineers. Word-Information Processor/Editor, Jacobs Engineering - Processed and edited the Environmental Impact Statement for the U.S. Department of Energy.

9/93 – 11/95

Administrative Secretary, Westinghouse Hanford Company, Inc.

Provided direct support to: 2 Senior Managers, 4 Project Managers, and 56 other staff members. This support included preparation of all project correspondence, reports, and presentations. Generated and maintained purchase requisitions, special equipment requests and purchases, travel requests and authorizations, and expense reports. Maintained all project files, provided document control, and various other duties. Served on the Administrative Safety Council for the Tank Waste Remediation Systems Engineering Project and the Baseline Development/Business Systems Project and also served on the Westinghouse/Boeing Employee Association Activities Board.

Education

9/93 – 6/95

Columbia Basin College, Richland, Washington -- Accumulated GPA -- 3.7

One-Year Certificate -- Word-Information Processing

One-Year Certificate -- Secretary/Receptionist

9/85 – 6/88

Richland High School, Richland, Washington -- Accumulated GPA -- 3.4

9/87 – 6/88

Tri-Cities Area Vocational Skills Center, Kennewick, Washington -- Accumulated GPA -- 4.0

Related Skills

Microsoft Office (Access, Excel, PowerPoint, Word), Microsoft Outlook, and Harvard Graphics. Ten-Key - 395 DPM by touch, typing 80 wpm, alphabetic and numeric filing, inventory control, cash register operation, numerous copy and fax machine operation, multi-line telephone system operation, data collection, and excellent organizational, record keeping, and transcription skills.

Melissa R. Williams

1917 Market Court

Pasco, Washington 99301

Home Phone (509) 542-1409

Board and Committee Experience

- 2011 – Present* *Vice-Chair, American's With Disabilities Act Citizens Review Committee*
Provide fundamental due process for persons aggrieved by the implementation and / or administration of the Americans with Disabilities Act as it applies to the policies, procedures, equipment and property of the City of Richland.
- 2011 – Present* *Director at Large, Golden Ears Hearing Dogs*
Serve on the Board of Directors for Golden Ears Hearing Dogs. Responsibilities include researching available grants; soliciting donations; assisting in the revision of organizational by laws and various other duties as needed.
- 2008 – Present* *Volunteer On-Call Crisis Line/Hospital Advocate Sexual Assault Response Center*
Serve as a volunteer telephone crisis and hospital on-call advocate for victims of sexual assault and victims of various crimes not related to Domestic Violence; both day and night.
- 2008 – 2010* *Director at Large, Assistance Dog Club of Puget Sound*
Serve on the Board of Directors for the Assistance Dog Club of Puget Sound. Responsibilities include researching and writing grants; soliciting donations; planning various activities; revising organizational by laws and various other duties as needed.
- 2000 – 2002* *Volunteer, Habitat for Humanity*
Served at Habitat for Humanity providing basic construction activities; organizing activities and media coverage; and other duties as needed by the organization.
- 1993 – 1995* *Director, Westinghouse/Boeing Employee Association*
Served on the Westinghouse/Boeing Employee Association Activities Board representing Westinghouse and Boeing employees making decisions and facilitating quarterly functions and activities.
- 1993 – 1995* *Secretary, Tank Waste Remediation Systems Safety Board*
Served on the Administrative Safety Board for the Tank Waste Remediation Systems Engineering Project and Baseline Development Business Systems Project.
- 1991 – 1997* *Director/Advisor, Richland Police Department*
On a board with 15 individuals for the Richland Police Department. Attended the department's Citizen Policing Academy and served on their Citizens Advisory Board.
- 1989 – 1993* *Volunteer, Tri-Cities Animal Shelter*
Volunteered at the local animal shelter doing various tasks as needed.
- 1987 - 1996* *Volunteer, American Red Cross, Benton County*
Organizing blood drives in our community and contacting individuals for donations.
- 1985 – 1988* *President, Students Against Drinking and Driving*
I served on the Associate Student Body at Richland High School as the President of the Students Against Drinking & Driving Committee.



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C12

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: RESOLUTION NO. 81-13, 2014 STATE AND FEDERAL LEGISLATIVE PRIORITIES

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: Resolution

Recommended Motion:

Approve Resolution No. 81-13 approving the City of Richland's 2014 State and Federal Legislative Priorities.

Summary:

Each year, legislative priorities are developed for the City. These priorities are communicated to legislators, neighboring jurisdictions, the Association of Washington Cities (AWC) and other interested groups. While AWC speaks on important matters on behalf of all Washington cities, there are issues that are of particular interest to the City. The City's priority position summary is intended to address these issues as well as provide direction to staff and the City's state lobbyist.

The 2014 legislative priorities are based on Council's interest, key elements in the Strategic Leadership Plan, staff input, and ideas from the City's state lobbyist. In addition to the City's "priority issues," staff will be tracking a number of legislative activities through professional associations. Through those associations, we are aware of issues that are expected to be addressed during the next year. We will monitor the topics and, if it appears that it is important for the City to take a formal position, information will be presented to the Council for consideration.

The 2014 Regular State Legislative Session commences on January 13, 2014, and will conclude on March 12, 2014. Dave Arbaugh, Arbaugh and Associates, is the City's lobbyist in Olympia and will be at the Council Meeting to give City Council a brief outlook of what to expect during the 2014 State legislative session.

The 2014 Federal Legislative Priorities have been prepared through a similar process, except that the City does not currently employ a lobbyist to support its interests in Washington, D.C. Staff will communicate these priorities to our federal congressional delegation and stay abreast of the need to engage directly with them on issues.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

1) RES 81-13 2014 Legislative Priorities

City Manager Approved:

Johnson, Cindy
Nov 14, 15:41:58 GMT-0800 2013

RESOLUTION NO. 81-13

A RESOLUTION of the City of Richland approving state and federal legislative priorities for 2014.

WHEREAS, the City operates in a government framework defined and constrained by state and federal laws and policies; and

WHEREAS, the City's services are often the most visible and effective delivery of basic government service to our residents; and

WHEREAS, federal and state legislative initiatives, whether directly or indirectly, impose changes to City services and funding on a regular basis; and

WHEREAS, it is important for the City to clearly communicate its interests to our state and federal legislators; and

WHEREAS, the City's Strategic Leadership Plan establishes the consistent and fundamental vision and direction for the City's future success; and

WHEREAS, the City Council, with assistance from City staff and consultants, has reviewed the expected legislative focus areas for the 2014 state and federal sessions in light of the Strategic Plan; and

WHEREAS, the attached City of Richland 2014 State Legislative Priorities and 2014 Federal Legislative Priorities documents summarize the City Council's priorities for legislative advocacy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the attached 2014 State Legislative Priorities document and the 2014 Federal Legislative Priorities document will guide the City's legislative advocacy in the coming legislative sessions.

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 19th day of November, 2013.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



City of Richland

2014 State Legislative Priorities



The following items are the top priority legislative objectives of the City of Richland.

General Principles

Richland supports legislation that promotes the City Council's Strategic Leadership Plan and protects the City's ability to provide basic municipal services to its citizens.

Richland opposes legislation that would either preempt authority or discretion that is traditionally and historically vested with local governments, or which would impose new or additional unfunded mandates upon local jurisdictions.

Richland looks to the Legislature to strengthen the state and local government partnership and protect current revenue sources available to the City, provide new revenue options and to provide flexibility in the use of existing revenues.

Duportail Bridge

Richland seeks a funding partnership with the state for construction of its highest priority transportation project, the Duportail Bridge. The project's key benefits include congestion relief, economic development and jobs creation, safety, utility services sustainability, and emergency response and disaster preparedness. This is an important investment to Washington State because: 1) The project has direct benefit to the state-managed I-182 system; and 2) Locally generated fuel tax revenues are more than adequate to fund the project; and 3) the state has not authorized available local financing tools adequate to fund the project. The project is regionally significant as recognized by Washington State Department of Transportation staff, Benton - Franklin Council of Governments, and the membership of the

Benton Franklin Walla Walla Good Roads and Transportation Association.

Marijuana Regulations

The City of Richland supports measures designed to reconcile the legal and regulatory differences between medical marijuana, which is largely unregulated, and the processing and sale of marijuana for recreational use, as approved by voter initiative. The City also seeks a commitment from the Legislature to ensure that appropriate state resources are provided to adequately address the impacts, financially and otherwise, which the legalization of marijuana will have on municipalities.

Public Records Reform

Richland is dedicated to transparency and accountability in government and takes a pro-active role in providing timely access to public records. However, the City supports reform to statutes governing public records requests including legislative proposals providing cost reimbursement, increased protection of sensitive identifying information to deter identity theft, mandatory "meet and confer" meetings, and other reforms.

Energy Independence Act

Most of Richland's electric energy is derived from clean, renewable hydroelectric power provided by the Bonneville Power Administration. The state's Energy Independence Act (EIA) imposes a portfolio standard on utilities with 25,000 or more customers. The City seeks various changes to the law in order to avoid passing unnecessary compliance costs to its electric utility customers, including a proposal for not having to supplant low-cost, renewable hydropower with more expensive EIA "eligible" renewables if the utility's load growth is not increasing and a proposal to allow federal incremental hydro to qualify for EIA compliance.

The City will support the efforts of other state and local organizations on issues consistent with City positions. These include efforts of the Tri-City Development Council (TRIDEC), Tri-Cities Visitor and Convention Bureau (TCVCB), The Port of Benton, The Port of Kennewick, The Washington Economic Development Association (WEDA), and the Association of Washington Cities (AWC).



City of Richland

2014 Federal Legislative Priorities



The following items are the top priority legislative objectives of the City of Richland.

General Principles

Richland supports legislation that promotes the City Council's Strategic Leadership Plan and protects the City's ability to provide basic municipal services to its citizens.

Richland opposes legislation that would preempt authority that is traditionally and historically vested with local governments or impose new or additional unfunded mandates.

Richland looks to Congress to protect current revenue sources available to the City, provide new revenue options and provide flexibility in the use of existing revenues.

Duportail Bridge

Richland seeks a funding partnership with the federal government for construction of its highest priority transportation project, the Duportail Bridge. The project's key benefits include congestion relieve, economic development and jobs creation, safety, utility services sustainability, and emergency response and disaster preparedness. A federal investment in this project is important because: 1) The project has direct benefit to the federal I-182 route; and 2) Locally generated fuel tax revenues are more than adequate to fund the project if those funds were distributed back to our region. The Federal Emergency Management Administration has awarded funds for the project's utility service sustainability elements. Funding from the Federal Highway Administration is being sought to address the transportation benefits of the project. The project is regionally significant as recognized by Washington State Department of Transportation, Benton Franklin Council of Governments, and the membership of the Benton Franklin Walla Walla Good Roads and Transportation Association.

General Services Administration (GSA) Land Transfer

Richland's Strategic Leadership Plan names revitalization of our Central Business District as a high priority. The federal government is one of the largest landowners in Richland's Central Business District. Studies indicate that much of this land is underutilized and surplus to federal needs. The City would like to obtain some of the surplus federal land for redevelopment. The City is seeking an agreement with the GSA that would result in City ownership of some portion of the existing federal building parking lot located on Swift Boulevard.

Mid-Columbia Energy Initiative – Department of Energy Land Transfer

Economic diversification is a key regional objective in the Tri-Cities region. The City has partnered with the Tri-City Development Council and the Port of Benton to plan for development of the Mid-Columbia Energy Park, a center for energy innovation supported by the Pacific Northwest National Laboratory and the Washington State University Bioproducts, Sciences and Engineering Laboratory. A cornerstone for the initiative is a proposed 1,341 acre land transfer from the U.S. Department of Energy to local control. The land will be marketed to energy industries.

Formation of a "Manhattan Project National Historic Park" within the National Parks Service

Support legislation to establish a Manhattan Project National Historical Park with units in Los Alamos, New Mexico, Oak Ridge, Tennessee and Hanford, Washington.



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C13

Key Element: Key 3 - Economic Vitality

Subject: RESOLUTION NO. 82-13 ESTABLISHING CONDITIONS FOR THE LAPIERRE ANNEXATION

Department: Community and Development Services

Ordinance/Resolution: 82-13

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 82-13, accepting the request for the LaPierre annexation, directing the Planning Commission to consider appropriate zoning for the proposed annexation area, and directing staff to submit an application to the Benton County Boundary Review Board.

Summary:

Duane LaPierre is the recent purchaser of a 4.8 acre parcel located north of Reata Road and east of Mata Court. He purchased this site from the Kennewick School District, which determined that the site was no longer needed as a future school site for the district. The property is in Richland's Urban Growth Area, and therefore, covered by Richland's Comprehensive Plan, even though it is not currently within the City limits.

In 2012, the District applied for and received approval of a request to amend the comprehensive plan for the site from a Public Facilities designation to a Low Density Residential Designation. Mr. LaPierre proposes annexation to gain access to City utilities to support the development of this site. Utilities are not yet in place, but a Local Improvement District is under consideration to serve the recently annexed properties on the south side of Reata Road. To be considered for annexation, state law requires that property owners representing at least 10% of the total assessed valuation of the proposed annexation area submit a letter of intent to the City. Such a letter has been received from Mr. LaPierre who is the sole property owner of the proposed annexation area.

Once a letter of intent is received from the initiator of a proposed annexation, state law directs the City Council to schedule a meeting to consider their proposal. Council adopted a resolution at their November 5, 2013 meeting establishing November 19 as the date to hold this meeting, which is a separate agenda item. State law provides Council with the opportunity to set forth conditions of annexation, including whether the City should accept or modify the boundaries of the annexation, if the City comprehensive plan should be applied to this property, and whether the property owners would be subject to the assumption of an appropriate share of existing City indebtedness.

A draft resolution addressing these questions has been prepared and is attached for Council's consideration. If Council determines to adopt the resolution, the next steps would include having the Planning Commission hold a public hearing to consider appropriate zoning for the proposed annexation area, and having staff prepare an application for submittal to the Benton County Boundary Review Board. After that, a formal annexation petition would be submitted to the City, and Council would hold a hearing. If Council decides to proceed, an ordinance officially annexing the property would be adopted.

Fiscal Impact?

☒ Yes ☐ No

There is no fiscal impact by meeting with the Proponent. However, if annexation ultimately occurs, the City is obligated to provide services to the annexed territory. The City would also receive revenues from property and sales taxes upon annexation. Staff will provide an assessment to determine the fiscal impacts of this annexation on the City at the time that a formal public hearing is held.

Attachments:

- 1) Res No. 82-13 Accepting Request for Annexation
- 2) Vicinity Map

City Manager Approved:

Johnson, Cindy
Nov 14, 15:54:45 GMT-0800 2013

RESOLUTION NO. 82-13

A RESOLUTION of the City of Richland, accepting a request for annexation of approximately 4.8 acres located north of and adjacent to Reata Road, east of Mata Court and South of the LaPierre Baseball Fields in Section 2, of Township 8 North, Range 28 East, W.M., Benton County, Washington (LaPierre).

WHEREAS, on November 19, 2013, the City Council was presented with the request for annexation and has met with the annexation proponents and has reviewed the proposed annexation, as required by state statute RCW 35.13.125;

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

Section 1.0 The City of Richland hereby accepts the request for annexation subject to the following conditions:

1. That the annexation be accepted as proposed.
2. That simultaneous adoption of the City's Comprehensive Plan for the proposed annexation is required.
3. That the City requires the assumption of an appropriate share of all existing City indebtedness by the area to be annexed.

Section 2.0 Staff is hereby authorized and directed to submit an application to the Benton County Boundary Review Board requesting that it waive the requirement for a review of the proposed annexation.

Section 3.0 The Richland Planning Commission is hereby directed to review the proposal and forward a recommendation to City Council as to the most appropriate zoning designation(s) for the area proposed for annexation.

BE IF 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 19th day of November, 2013.

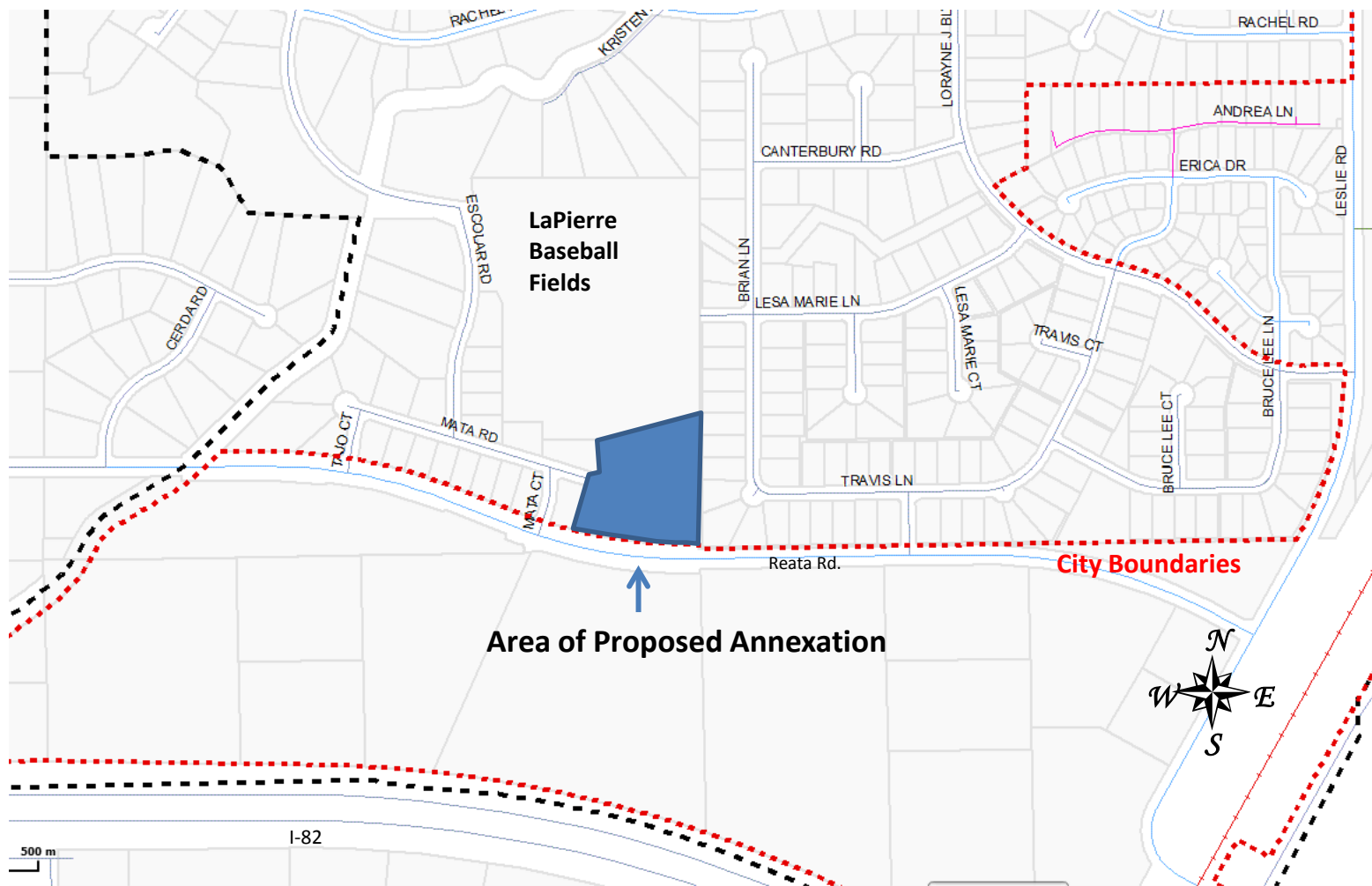
JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



PROPOSED LAPIERRE ANNEXATION



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C14

Key Element: Key 2 - Infrastructure & Facilities

Subject: AGREEMENTS WITH CANDY MOUNTAIN, LLC FOR TRANSMISSION LINE ACCESS EASEMENTS

Department: Energy Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute purchase and sale agreements with Candy Mountain, LLC for two transmission line easements in the amount of \$188,700 for the Red Mountain - Reata Transmission Line Project

Summary:

In December 2010, the City annexed Badger Mountain South Sub-area, incorporating an additional 1,878 acres into the City limits. The projected electrical load, once fully built out in this region, exceeded the capabilities of the City's electrical distribution infrastructure. Upgrading and extending electrical infrastructure from existing substations to the area would be more expensive than construction of new infrastructure in the region to serve the new load.

Through system planning, staff developed long-range plans to construct an electrical substation in the region and interconnect the substation to the Bonneville Power Administration regional transmission system. Over the next two years the City will be securing transmission line easements and constructing nearly eight miles of transmission line to serve the substation (2016) and the new loads.

The total easement length to be acquired through these agreements is approximately two miles or roughly one quarter of the total length of the new transmission line. In order to determine the appropriate easement value, two separate appraisals were performed with the results being within \$5,000.

Fiscal Impact?

☒ Yes ☐ No

Easement purchase plus closing costs is estimated at approximately \$192,500. Transmission line easement acquisition was included in the 2012 and 2013 Capital Improvement Plans. In 2012, \$265,000 was budgeted and carried over to 2013.

Attachments:

- 1) Purchase and Sale Agreement - Parcel 1
- 2) Purchase and Sale Agreement - Parcel 2

City Manager Approved:

Hopkins, Marcia
Nov 15, 15:51:50 GMT-0800 2013

AGREEMENT FOR PURCHASE AND SALE OF AN INTEREST IN REAL PROPERTY
TRANSMISSION LINE AND ACCESS EASEMENT

This Agreement for Purchase and Sale of an interest in Real Property ("Agreement") is made and entered into on this ____ day of November, 2013, between **CANDY MOUNTAIN LLC**, a Washington limited liability company ("Seller"), and the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser").

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agree to purchase, on the terms hereafter stated, an interest in a portion of the following described property ("Property") for the purpose of a transmission line and access easement as described in Exhibit A.

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

A portion of the North ½ of Section 9 Township 8 North, Range 28 East, W.M., Benton County, Washington, and as identified in the Benton County, Washington, property records as Parcel Identification Number 1-0988-100-0002-009.

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

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

1.4. Timing of Conveyance. An easement in the Property described in Section 1.1. shall be conveyed to Purchaser by a duly-executed Deed of Easement ("Deed") at the time of payment.

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for said interest in the Property the sum of one hundred sixty-eight thousand, five hundred dollars and no cents (\$168,500.00). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Tri-City Title and Escrow.

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

3.1. Title Review. Within ten (10) business days after the date of execution of this Agreement by both parties ("Execution Date"), Purchaser, at its sole cost and expense, shall obtain from Tri-City Title and Escrow ("Title Company") a preliminary title

report on the Property.

3.2. Due Diligence. Upon execution of this Agreement by both parties, Purchaser is granted a due diligence period until and including fifteen (15) business days after receipt of the title report described in Section 3.1. Should the preliminary title report show that the Seller does not have full power and authority to enter into and carry out the terms and provisions of this Purchase Agreement, the Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other.

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

4. Covenants, Representations and Warranties.

4.1. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof, throughout the contract period, and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue.

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

4.1.2. Seller is a Washington limited liability company, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

4.2 Survival of Covenants. The covenants, representations, and warranties contained in Section 4 of this Agreement shall survive the delivery and recording of the Deed of Easement from the Seller to the Purchaser.

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

6. Miscellaneous.

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

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

TO PURCHASERS:

City of Richland
ATTN: Energy Services Department
505 Swift Boulevard
Richland, WA 99352
Phone: (509)942-7403
FAX: (509)942-7405

TO SELLER:

Candy Mountain LLC
PO BOX 1307
Gig Harbor, WA 98335

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

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

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

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

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

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

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

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

6.10. Entire Agreement. This 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 the parties or their lawful successors and assigns subsequent to the date hereof.

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

CITY OF RICHLAND – PURCHASER

CANDY MOUNTAIN LLC – SELLER

By: Cynthia D. Johnson
Richland City Manager

By: *Kirill Rathbun*
Its: *Manager/Member*

ATTESTED:

Marcia Hopkins
City Clerk

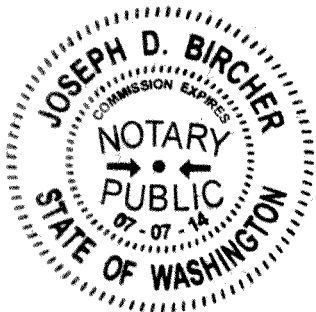
APPROVED AS TO FORM:

Heather Kintzley
City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton Washington)

On this day personally appeared before me Kirk Rathbun, to me known to be the individual described herein and who executed the within and foregoing Agreement for Purchase and Sale of an Interest in Real Property, and acknowledged that he or she signed the same as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29TH day of Octa, 2013.



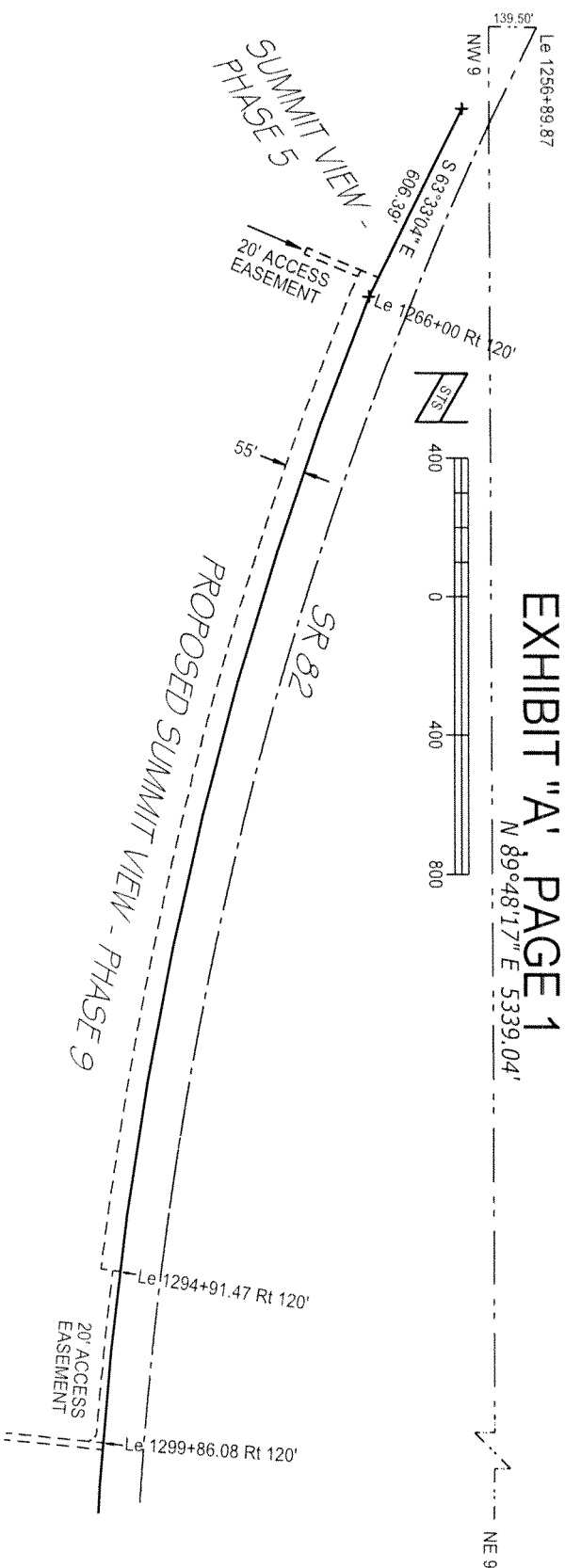
Joseph D. Bircher
Print _____ Name: _____
Joseph D. Bircher
NOTARY PUBLIC in and for the State of
Washington, residing at Benton Co.
My commission expires: 7-7-14

STATE OF WASHINGTON)
) ss.
County of Benton)

On this _____ day of _____, 2013, before me personally appeared CYNTHIA D. JOHNSON, known to be the CITY MANAGER and/or representative for CITY OF RICHLAND and this person that executed the within and foregoing Agreement for Purchase and Sale of an Interest in Real Property, and acknowledged that the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission Expires: _____



CITY OF RICHLAND TRANSMISSION EASEMENT
Surveying Technical Services, Inc.
Lawrence W. Barbus, P.L.S., Wa Reg. #42920,
1427 Wine County Road, Prosser, WA 99350
509-781-0648

FOR
D. Hittle & Associates, Inc.
7515 W. Deschutes Avenue
Kennewick, WA 99336
Wayne Collop
1326.pcs, 6/27/13, RGR, 786-7713, rgpls@gmail.com

EXHIBIT "A' , PAGE 2

DESCRIPTION

AN EASEMENT FOR TRANSMISSION PURPOSES OVER THAT PORTION OF THE NORTH HALF OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, 55 FEET IN WIDTH, LYING ALONG AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 82, A DISTANCE OF 2984.58 FEET;

THE WEST END BEING AT THE EAST LINE OF THE PLAT OF SUMMIT VIEW - PHASE 5, AS RECORDED IN VOLUME 15 OF PLATS, PAGE 0362, SHEET 3 OF 5, AT HIGHWAY STATION Le 1265+39.26 RIGHT 115.45 FEET, PER WASHINGTON STATE DEPARTMENT OF TRANSPORTATION DRAWING TITLED "STATE ROUTE 82, RIGHT OF WAY AND LIMITED ACCESS PLAN", SHEETS 17 AND 18 OF 34, WHICH IS HELD AS CONTROLLING FOR THIS EASEMENT; THENCE ALONG SAID EAST LINE, AT A BEARING OF SOUTH 22°07'35" WEST PER SAID PLAT, WHICH BEARING IS ROTATED PER THE SECTION LINE DIFFERENCE OF MINUS 40" TO THE WSDOT BEARING, SO THAT THE CALLED BEARING IS SOUTH 22°06'55" WEST, 55.16 FEET;

THE EAST END BEING AT THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE CORNER COMMON TO PROPOSED LOTS 6 AND 5, PER PROPOSED PLAT OF SUMMIT VIEW - PHASE 9, AS SHOWN ON DRAWING 04911, DATED 03-10-11, AT HIGHWAY STATION Le 1294+91.47 RIGHT 120 FEET; THENCE ALONG THE LINE COMMON TO SAID PROPOSED LOTS, SOUTH 6°55'28" WEST, AS SAID PROPOSED PLAT RELATES TO SAID WSDOT DRAWING AT SAID RIGHT OF WAY BETWEEN Le STATIONS 1305+00 AND 1317+00 AS A DIFFERENCE OF MINUS 10" TO SAID HELD CONTROL, THE CALLED BEARING IS SOUTH 6°55'18" WEST, 55.00 FEET;

AND TWO EASEMENTS FOR ACCESS:

THE WEST ACCESS EASEMENT BEING 20 FEET IN WIDTH ALONG THE EAST SIDE OF THE PLAT OF SUMMIT VIEW - PHASE 5, AS RECORDED IN VOLUME 15 OF PLATS, PAGE 0362, SHEET 3 OF 5, AT A BEARING OF SOUTH 22°07'35" WEST PER SAID PLAT, WHICH BEARING IS ROTATED TO SAID WSDOT BEARING OF SOUTH 22°06'55" WEST, AND THE DISTANCE IS BETWEEN THE TRANSMISSION EASEMENT AND SAGEBRUSH ROAD, 168.98 FEET, THE ENDS OF WHICH ARE EXTENDED OR TRUNCATED TO FIT.

THE EAST ACCESS EASEMENT BEING 20 FEET IN WIDTH ALONG AND ADJACENT SOUTHERLY TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 82, OVER A DISTANCE OF 500 FEET, FROM HIGHWAY STATION Le 1294+91.47 RIGHT 120 FEET, TO HIGHWAY STATION Le 1299+86.08 RIGHT 120 FEET; THENCE ALONG AND ADJACENT EASTERLY TO THE PROPOSED LOT 1 EAST LINE, PER SAID PROPOSED PLAT OF SUMMIT VIEW - PHASE 9, AS ROTATED TO WSDOT OF SOUTH 5°27'30" WEST BETWEEN SAID RIGHT OF WAY AND SAGEBRUSH ROAD, 284.26 FEET, THE ENDS OF WHICH ARE EXTENDED OR TRUNCATED TO FIT.

ALSO INCLUDING A TRIANGLE 20 FEET ON EACH CONNECTING SIDE AT THE INTERIOR ANGLE OF THE TWO COURSES THEREOF.

FOR

CITY OF RICHLAND TRANSMISSION EASEMENT
Surveying Technical Services, Inc.
Lawrence W. Barbus, P.L.S., Wa Reg. #42920,
1427 Wine County Road, Prosser, WA 99350
509-781-0648

D. Hittle & Associates, Inc.
7515 W. Deschutes Avenue
Kennewick, WA 99336
Wayne Collop
1326.pcs, 6/27/13, RGR, 786-7713, rgrpls@gmail.com

WHEN RECORDED PLEASE RETURN TO:

City Surveyor
City of Richland
840 Northgate Drive
Richland, WA. 99352
MS#26

Portion of Parcel # 1-0988-100-0002-009

TRANSMISSION & ACCESS EASEMENT

The Grantor, **CANDY MOUNTAIN LLC**, and in consideration of the transfer of interest in a portion of property and other valuable considerations, grants to The **CITY of RICHLAND**, Washington, a municipal corporation, a **transmission and access easements** in, over and under the following described property situated in the County of Benton, State of Washington.

A portion of the North ½ of Section 9 Township 8 North, Range 28 East, W.M., Benton County, Washington.

An easement 55 feet in width, lying along and adjacent to the South right-of-way line of State Route 82, a distance of 2984.58 feet.

The West end being at the East line of the Plat of Summit View Phase 5, as recorded in Volume 15 of Plats, on Page 362, Sheet 3 of 5, at Highway Station Le 1265+39.26 right 115.45 feet, per (WSDOT) Washington State Department of Transportation drawings titled "State Route 82, right-of-way and Limited Access Plan", Sheets 17 and 18 of 34, Which is held as controlling for this easement; Thence along said East line, at a bearing of South 22°07'35" West per said Plat, which bearing is rotated per the Section line difference of minus 40" to the WSDOT bearing, so that the called bearing is South 22°06'55" West a distance of 55.16 feet.

The East end being at the intersection of said right-of-way line with the corner common to the proposed Lots 5 and 6, per Proposed Plat of Summit View Phase 9, as shown on drawing 04911, dated 03-10-11, at Highway Station Le 1294+91.47 right 120 feet; Thence along the line common to said proposed Lots, South 06°55'28" West, as said proposed Plat relates to said WSDOT drawing at said right-of-way between Le Stations 1305+00 and 1317+00 as a difference of minus 10" to said held control, the called bearing is South 06°55'18" West, 55.00 feet.

Together with: two easements for access:

The West access easement being 20 feet in width along the East side of the East line of the Plat of Summit View Phase 5, as recorded in Volume

15 of Plats, on Page 362, Sheet 3 of 5, at a bearing of South 22°07'35" West per said Plat, which bearing is rotated to said WSDOT bearing of South 22°06'55" West, and the distance is between the transmission easement and Sagebrush Road, 168.98 feet, the ends of which are extended or truncated to fit.

The East access easement being 20 feet in width along and adjacent Southerly to the South right-of-way line of State Route 82, over a distance of 500 feet, from Highway Station Le 1294+91.47 right 120 feet, to Highway Station 1299+86.08 right 120 feet; Thence along and adjacent easterly to the proposed Lot 1 East line, per said proposed Plat of Summit View Phase 9, as rotated to WSDOT of South 05°27'30" West between said right-of-way and Sagebrush Road, 284.26 feet, the ends of which are extended or truncated to fit.

Also including a triangle 20 feet on each connecting side at the interior angle of the two courses thereof.

Together with and subject to easements, reservations, covenants and restrictions of record and in view.

See attached Exhibit "A"

For the purpose of constructing, installing, maintaining, repairing and operation an electrical **transmission and access easements**; with the right to enter and to locate, construct, maintain, repair, upgrade, remove and patrol of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage together with the present and future right to clear the right-of-way and to keep the same clear of all structures, trees, brush, and any vegetation, and fire hazards, together with the right to place anchor(s) and guy(s), provided, however, that vegetation and fire hazards shall not include agricultural crops.

All such trees, brush, vegetation, structures and fire hazards presently on the right-of-way shall become the property of the City of Richland on the date of acceptance hereof, and may be disposed of by the City of Richland in any manner it deems suitable. Said easements **DOES NOT** grant rights to permit franchise holders and other utility licensees of the City of Richland to install their systems.

Conditions:

In addition to the consideration recited herein, the City of Richland shall repair or compensate the Grantor for damage to agricultural crops, fences, irrigation and drainage systems within the **transmission and access easements** right-of-way or access road that occurs because of and during the construction, reconstruction, removal or maintenance of said utility line.

Payment for such damage, based on an estimate of damages approved by the City of Richland.

The Grantor also does hereby grant and convey to the City of Richland and its assigns a perpetual, non-exclusive, easement for access road purposes in, upon and across the above-described property. For the following purposes: the right to enter and locate, construct, use, maintain, repair and rebuild the road(s), together with cuts and fills as needed.

A) The Grantor reserves the right to use the road(s) for ingress and egress insofar as the same be located on the land of the Grantor, such reserved right to be exercised in a manner that will not interfere with use of the roads by the City of Richland.

(B) The City of Richland shall repair damage to the road(s) caused by and arising out of its use thereof.

(C) The City of Richland agrees to pay the negotiated value for the use of the property, for said easement.

(D) This easement shall run with the land and shall not terminate until both parties agree in writing. At that time, the City of Richland shall without expense the owner on removal all improvements and restore said land to its original state.

APPROVED AS TO FORM:

CITY OF RICHLAND, WASHINGTON

HEATHER D. KINTZLEY
City Attorney

ROBERT HAMMOND
Energy Services Director

CYNTHIA D. JOHNSON
City Manager

MARCIA HOPKINS
City Clerk

STATE of WASHINGTON)
 :SS
COUNTY of BENTON)

On this ____day of _____, 2013, before me the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Cynthia D. Johnson**, and **Marcia Hopkins**, to me known to be the, City Manager and City Clerk, respectively, of the City of Richland, Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that they are authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Notary Public in and for the State of _____
Residing at _____
My Commission Expires _____

Print Name

Kirk Rathbun
Sign Name: Kirk Rathbun
An authorized representative for:
CANDY MOUNTAIN LLC,

Kirk Rathbun
Print Name:
An authorized representative for:
CANDY MOUNTAIN LLC,

STATE OF WASHINGTON)
 : Ss
COUNTY OF BENTON)

On this 29th day of Oct., 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Kirk Rathbun, to me known to be an authorized representative for, **CANDY MOUNTAIN LLC**, and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Joseph D. Bircher
Notary Public in and for the State of
Washington; residing at Benton Co.
My appointment expires 7-7-14

Joseph D. Bircher
Print Name:

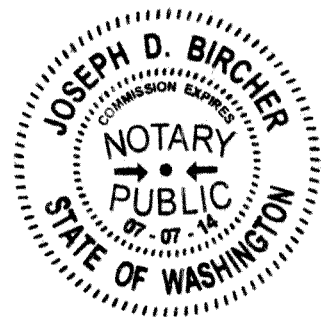


EXHIBIT "A"

N 89°48'17" E 5339.04'

Le 1256+89.87

NW 9

S 63°33'04" E 606.36'

Le 1266+00 Rt 120'

20' ACCESS EASEMENT

55'

SR 82

13'08'2"E

0 400 800

Le 1294+91.47 Rt 120'

Le 1299+86.08 Rt 120'

20' ACCESS EASEMENT

PROPOSED SUMMIT VIEW - PHASE 9

SUMMIT VIEW - PHASE 5

NE 9

CITY OF RICHLAND TRANSMISSION EASEMENT
Surveying Technical Services, Inc.
Lawrence W. Barbus, P.L.S., Wa Reg. #42920,
1427 Wine County Road, Prosser, WA 99350
509-781-0648

FOR
D. Hittle & Associates, Inc.
7515 W. Deschutes Avenue
Kennewick, WA 99336
Wayne Collop
1326.pcs, 6/27/13, RGR, 786-7713, rgrpls@gmail.com

AGREEMENT FOR PURCHASE AND SALE OF AN INTEREST IN REAL PROPERTY

TRANSMISSION EASEMENT

This Agreement for Purchase and Sale of an interest in Real Property ("Agreement") is made and entered into on this ____ day of November, 2013, between **CANDY MOUNTAIN LLC**, a Washington limited liability company ("Seller"), and the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser").

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agree to purchase, on the terms hereafter stated, an interest in a portion of the following described property ("Property") for the purpose of a transmission easement as described in Exhibit A.

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

A portion of the Section 4 and 5, Township 8 North, Range 28 East, W.M., Benton County, Washington, consisting of Lot One, of the Final Plat of The Ridge at Reata West , Phase One, Volume 15 of Plats, Page 452, Records of Benton County, Washington, as identified in the Benton County, Washington, property records as Parcel Identification Number 1-0588-402-0000-001 and 1-588-402-0000-051.

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

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

1.4. Timing of Conveyance. An easement in the Property described in Section 1.1. shall be conveyed to Purchaser by a duly-executed Deed of Easement ("Deed") at the time of payment.

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for said interest in the Property the sum of twenty thousand, two hundred dollars and no cents (\$20,200.00). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Tri-City Title and Escrow.

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

3.1. Title Review. Within ten (10) business days after the date of execution of this Agreement by both parties ("Execution Date"), Purchaser, at its sole cost and

expense, shall obtain from Tri-City Title and Escrow ("Title Company") a preliminary title report on the Property.

3.2. Due Diligence. Upon execution of this Agreement by both parties, Purchaser is granted a due diligence period until and including fifteen (15) business days after receipt of the title report described in Section 3.1. Should the preliminary title report show that the Seller does not have full power and authority to enter into and carry out the terms and provisions of this Purchase Agreement, the Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other.

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

4. Covenants, Representations and Warranties.

4.1. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof, throughout the contract period, and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue.

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

4.1.2. Seller is a Washington limited liability company, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

4.2 Survival of Covenants. The covenants, representations, and warranties contained in Section 4 of this Agreement shall survive the delivery and recording of the Deed of Easement from the Seller to the Purchaser.

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

6. Miscellaneous.

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

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

TO PURCHASERS:	TO SELLER:
City of Richland	Candy Mountain LLC
ATTN: Energy Services Department	PO BOX 1307
505 Swift Boulevard	Gig Harbor, WA 98335
Richland, WA 99352	
Phone: (509)942-7403	
FAX: (509)942-7405	

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

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

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

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

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

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

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

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

6.10. Entire Agreement. This 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 the parties or their lawful successors and assigns subsequent to the date hereof.

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

CITY OF RICHLAND – PURCHASER

By: Cynthia D. Johnson
Richland City Manager

ATTESTED:

Marcia Hopkins
City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

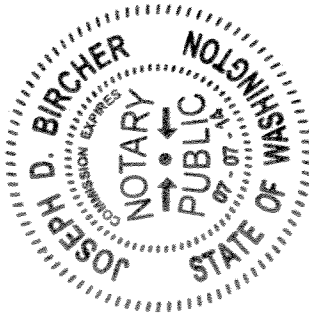
CANDY MOUNTAIN LLC – SELLER

By: *Eric Rathbun*
Its: *Managing Member*

STATE OF WASHINGTON)
County of Benton) ss.

On this day personally appeared before me Kirk Rathbun, to me known to be the individual described herein and who executed the within and foregoing Agreement for Purchase and Sale of an Interest in Real Property, and acknowledged that he or she signed the same as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of Oct., 2013.



Print Joseph D. Bircher Name:
Joseph D. Bircher
NOTARY PUBLIC in and for the State of
Washington, residing at Benton Co.
My commission expires: 7-7-14

STATE OF WASHINGTON)
County of Benton) ss.

On this ___ day of ___, 2013, before me personally appeared CYNTHIA D. JOHNSON, known to be the CITY MANAGER and/or representative for CITY OF RICHLAND and this person that executed the within and foregoing Agreement for Purchase and Sale of an Interest in Real Property, and acknowledged that the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission Expires: _____



LEGAL DESCRIPTION	200	0	200	400
AN EASEMENT FOR TRANSMISSION PURPOSES OVER A STRIP OF LAND 55 FEET IN WIDTH, ALONG AND ABUTTING THE NORTH RIGHT OF WAY OF STATE ROUTE 82, IN SECTIONS 4 AND 5, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., CONSISTING OF LOT ONE, THE RIDGE AT REATA WEST, PHASE ONE, VOLUME 15 OF PLATS, PAGE 452. RECORDS OF BENTON COUNTY, WASHINGTON. TAX PARCEL NO'S 1-0588-402-0000-001, 1-0588-402-0000-051.				

WHEN RECORDED PLEASE RETURN TO:

City Surveyor
City of Richland
840 Northgate Drive
Richland, WA. 99352
MS#26

Portion of Parcel # 1-0588-402-0000-001 & 1-0588-402-0000-051

TRANSMISSION EASEMENT

The Grantor, **CANDY MOUNTAIN LLC**, and in consideration of the transfer of interest in a portion of property and other valuable considerations, grants to The **CITY of RICHLAND**, Washington, a municipal corporation, a **transmission easement** in, over and under the following described property situated in the County of Benton, State of Washington.

A portion Section 5 and a portion of the Southwest ¼ of Section 4, Township 8 North, Range 28 East, W.M., Benton County, Washington, described as follows:

A portion of Lot 1 of the Final Plat of The Ridge at Reata West, Phase 1, as recorded in Volume 15 of Plats on Page 452, records of said Benton County, Washington, more particularly described as follows:

A strip of land in said Lot 1 of said Plat Reata Place, 55 feet wide along and abutting the North right-of-way line of State Route I-82 over said Lot 1.

Together with and subject to easements, reservations, covenants and restrictions of record and in view.

See attached Exhibit "A"

For the purpose of constructing, installing, maintaining, repairing and operation an electrical **transmission easement**; with the right to enter and to locate, construct, maintain, repair, upgrade, remove and patrol of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage together with the present and future right to clear the right-of-way and to keep the same clear of all structures, trees, brush, and any vegetation, and fire hazards, together with the right to place anchor(s) and guy(s), provided, however, that vegetation and fire hazards shall not include agricultural crops.

All such trees, brush, vegetation, structures and fire hazards presently on the right-of-way shall become the property of the City of Richland on the

date of acceptance hereof, and may be disposed of by the City of Richland in any manner it deems suitable. Said easements **DOES NOT** grant rights to permit franchise holders and other utility licensees of the City of Richland to install their systems.

Conditions:

In addition to the consideration recited herein, the City of Richland shall repair or compensate the Grantor for damage to agricultural crops, fences, irrigation and drainage systems within the transmission easement line right-of-way or access road that occurs because of and during the construction, reconstruction, removal or maintenance of said utility line.

Payment for such damage, based on an estimate of damages approved by the City of Richland.

The Grantor also does hereby grant and convey to the City of Richland and its assigns a perpetual, non-exclusive, easement for access road purposes in, upon and across the above-described Lot 1 of the Final Plat of The Ridge at Reata West, Phase 1. For the following purposes: the right to enter and locate, construct, use, maintain, repair and rebuild the road(s), together with cuts and fills as needed.

A) The Grantor reserves the right to use the road(s) for ingress and egress insofar as the same be located on the land of the Grantor, such reserved right to be exercised in a manner that will not interfere with use of the roads by the City of Richland.

(B) The City of Richland shall repair damage to the road(s) caused by and arising out of its use thereof.

(C) The City of Richland agrees to pay the negotiated value for the use of the property, for said easement.

(D) This easement shall run with the land and shall not terminate until both parties agree in writing. At that time, the City of Richland shall without expense the owner on removal all improvements and restore said land to its original state.

(E) The City of Richland agrees to compensate the Grantor for interruption of the current configuration of the circle irrigation because of the City's operation of the utility easement. The amount of compensation shall be agreeable to both parties.

APPROVED AS TO FORM:

CITY OF RICHLAND, WASHINGTON

HEATHER D. KINTZLEY
City Attorney

ROBERT HAMMOND
Energy Services Director

CYNTHIA D. JOHNSON
City Manager

MARCIA HOPKINS
City Clerk

STATE of WASHINGTON)

:SS

COUNTY of BENTON)

On this ____ day of _____, 2013, before me the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Cynthia D. Johnson**, and **Marcia Hopkins**, to me known to be the, City Manager and City Clerk, respectively, of the City of Richland, Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that they are authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Notary Public in and for the State of _____
Residing at _____
My Commission Expires _____

Print Name

Sign Name: *Kirk Ratabura*
An authorized representative for:
CANDY MOUNTAIN LLC,


Print Name: _____

An authorized representative for:
CANDY MOUNTAIN LLC,

STATE OF WASHINGTON)
 : ss
COUNTY OF BENTON)

On this 29th day of Oct, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Kirk Rathbun, to me known to be an authorized representative for, **CANDY MOUNTAIN LLC**, and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.


Notary Public in and for the State of
Washington; residing at Benton Co.
My appointment expires 7-7-14

Print Name: Joseph D. Bireher

13-083
Drpirpls

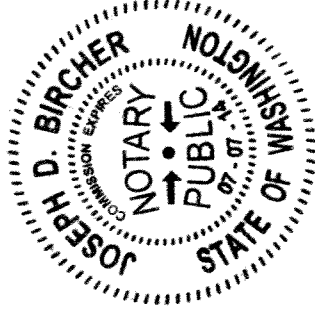
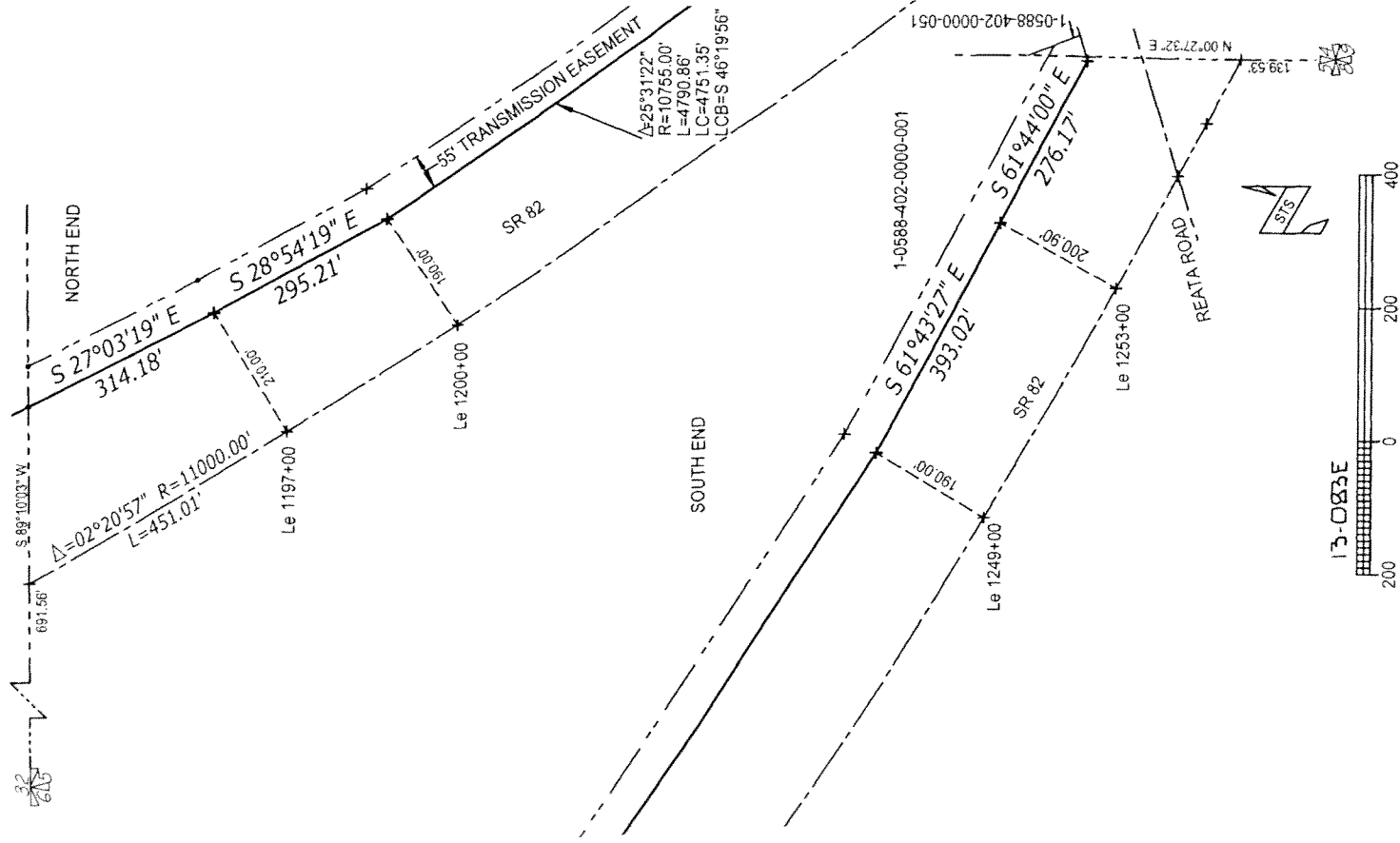


EXHIBIT A





Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C15

Key Element: Key 5 - Natural Resources Management

Subject: CONSULTANT AGREEMENT WITH SWCA ENVIRONMENTAL SERVICES FOR HOWARD AMON PARK

Department: Parks and Recreation

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute a professional Services Agreement with SWCA Environmental Services, for an amount not to exceed \$76,365, for cultural resource services related to central Howard Amon Park.

Summary:

The irrigation system in central Howard Amon Park was installed in 1967. This area of the park is actively used and hosts major events such as Art in the Park, Ye Merrie Greenwood Faire, and Tumbleweed Music festival, as well as large private special events. The existing irrigation system is antiquated, inefficient and difficult to maintain, which results in poor turf quality.

In 2003, the Howard Amon Park Irrigation System improvement project was added to the Capital Improvement Program.

In 2010, Council approved a contract with SWCA to perform cultural resource excavations in central Howard Amon Park. This cultural resource work was a requirement of the federal Section 106 process. Field work was completed by SWCA, and a report prepared in 2011 and submitted to the U. S. Corps of Engineers, which recommended that the site is eligible for inclusion in the National Register of Historic Places (NRHP). The Washington State Department of Archaeology and Historic Preservation upon review of the reports prepared by SWCA will determine if the site (central Howard Amon Park) will be included in the NRHP. The designation will not impact the City's ability to maintain the park to our current standards .

In 2013, the City received a letter from the U.S. Corps of Engineers indicating that they did not have jurisdiction over the project as the irrigation system and associated components were not considered to be the types of structures requiring approval from them, under the terms of the existing flowage easement.

The federal Section 106 process and the state permitting process are very similar, and this contract with SWCA will provide: submittal of the required excavation permit application to the State Department of Archaeology and Historic Preservation; mitigation of cultural resource impacts; and laboratory processing, analysis and curating.

Upon approval of the permit, work on the irrigation system may proceed.

Fiscal Impact?

☒ Yes ☐ No

The 2011 Capital Improvement Program (CIP) designated \$175,000 to the Howard Amon Park Irrigation Project, of which \$172,736 remains. After executing the Agreement, there will be \$96,371 remaining in the project budget.

Attachments:

SWCA Agreement

City Manager Approved:

Johnson, Cindy
Nov 14, 15:55:28 GMT-0800 2013

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AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this ____ day of _____, 20__ by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and SWCA Environmental Consultants, 5418 20th Ave. NW, Seattle, Washington (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide the services as identified on Exhibit A "Scope of Services for Data Recovery at 45BN583, Howard Amon Park, dated November 1, 2013.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as designated in the scope of work. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by May 30, 2014.

4) PAYMENT

- a) The City shall pay the Consultant an amount not to exceed seventy six thousand three hundred and sixty five dollars (\$76,365) to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Services.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. 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 records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and

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all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) DISPUTE RESOLUTION

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

9) DEBARMENT CERTIFICATION

The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the

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Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

11) ATTORNEY'S FEES

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

12) INSURANCE

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

a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named

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as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

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

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

d) Other Insurance Provisions. 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.

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. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.

g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract 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, or at the sole discretion of the City, offset against funds due the Consultant from the City.

i)

13) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

14) STANDARD OF CARE

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

15) SUCCESSORS OR ASSIGNS

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

16) EQUAL OPPORTUNITY AGREEMENT

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

17) PARTIAL INVALIDITY

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

18) AMENDMENTS

All amendments must be in writing and be approved and signed by both parties.

19) CHANGE IN LAW

The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any

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governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

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22) EXTRA WORK

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

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


CITY OF RICHLAND, WASHINGTON

CYNTHIA D. JOHNSON
City Manager

CONSULTANT



Signature



Printed Name & Title

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER D. KINTZLEY
City Attorney

Address

Phone: _____

Email: _____

Fax: _____

November 1, 2013

Phil Pinard
City of Richland, Parks and Recreation
PO Box 190
2700 Duportail Street, Building 100, MS 6
Richland, Washington 99352

Submitted via email to PPinard@CI.RICHLAND.WA.US

RE: Scope of Services for Data Recovery at 45BN583, Howard Amon Park

The City of Richland (City) has requested a scope of work and cost estimate from SWCA to conduct data recovery excavation in association with a proposed irrigation project at Howard Amon Park, a City park in downtown Richland. The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and SWCA previously conducted archaeological survey and test investigations within the park and identified a horizontally extensive and, in places, stratigraphically-complex Native American archaeological site, 45BN583. Testing indicated that the site is eligible for listing on the National Register of Historic Places, an assessment concurred with by the U.S. Army Corps of Engineers (USACE). Those investigations were carried out under Section 106 of the National Historic Preservation Act, as amended, because of the involvement of the USACE. The Corps has since declined its role as lead Section 106 agency. Because there is currently no federal nexus, the irrigation project and commensurate data recovery excavation are subject to state law, including RCW 27.53, which requires an excavation permit from the Washington State Department of Archaeology and Historic Preservation (DAHP) prior to any ground disturbance within a known archaeological site.

The City proposes installation within the park and site boundary of over 7,600 linear feet of irrigation pipe and associated valves, sprinklers, and other related features. Construction entails excavation of 6,870 linear feet of 6-inch wide by 12-inch deep trench for one- to three-inch diameter pipe; and 758 linear feet of 12-inch wide by 18-inch deep trench installation of four-inch diameter pipe. Total estimated ground disturbance from this work is about 130 cubic meters. This activity has the potential to damage the archaeological deposits of 45BN583. The City and CTUIR have discussed archaeological data recovery excavation along the proposed trench alignments to help mitigate such damage. The scope of work and cost estimate presented here detail several tasks, including drafting and submitting the DAHP excavation permit application and conducting the archaeological data recovery and associated analyses in coordination with the CTUIR.

General Assumptions:

- This scope does not include monitoring during construction, which will be included in the provisions of DAHP excavation permit but would be covered under a separate scope and cost estimate in coordination with CTUIR.
- This scope does not include outreach efforts that may be required under the DAHP excavation permit.
- The level of effort for data recovery excavation in this scope is based on irrigation project specifications for trench excavation described above.

Task 1: DAHP Excavation Permit Application

SWCA will prepare an excavation permit application to be submitted to the DAHP by the City of Richland. The permit application will include detailed information about the project's natural and cultural setting, a summary of the previous archaeological investigations in the vicinity and the nature and extent of the proposed archaeological data recovery in relation to the proposed irrigation construction excavation. The permit application will have a research design that demonstrates the archaeological investigation will be performed utilizing methods and techniques designed to address scientific research questions and take into account the results of previous survey and test investigations. The permit application will also include information about the personnel involved in the fieldwork, project management, and funding. Stipulations regarding the disposition of any material collected during the survey will also be provided. A construction monitoring and discovery plan as well as protocol for inadvertent discovery of human remains will also be included in the permit application. Stipulations for public participation/outreach are a requirement of the permit application as well; possible avenues will be discussed with the CTUIR and included as appropriate in the permit application; however, those activities not directly associated with the archaeological excavation would be covered under a separate scope and cost estimate.

After DAHP and affected tribes review the application, they may require additional information to properly evaluate the proposed work.

Assumptions:

- *Permit application review will take approximately 45 days from the time of submittal to DAHP. Comments by reviewing entities may result in changes to the labor and/or direct expenses estimated in this scope.*
- *Because the land is owned by the City, with a USACE flowage easement, no ARPA permit is required.*

Deliverables:

- *Draft DAHP Excavation Permit Application with Monitoring and Discovery Plan, 1 pdf version*
- *Final DAHP Excavation Permit Application with Monitoring and Discovery Plan, 1 Word and 1 pdf version*

Task 2: Mobilization and Fieldwork

The proposed data recovery involves assembly of crew and equipment, travel to Howard Amon Park, and archaeological excavation of site deposits. The excavation will be completed in 1.0 x 0.5 meter (3.3 x 1.6 foot) units centered on, and aligned along, the proposed irrigation trench footprint. A 5% sample of the estimated ground disturbance volume (approximately 130 cubic meters) is the basis for excavation of these units: 6.5 cubic meters equates to 26 units of the prescribed dimensions, dug to a depth of 50 cm (1.6 feet) below ground surface (cmbs). The units will be limited to the eastern third of the site area where archaeological survey and test excavation have previously yielded substantial artifact recovery in tandem with significant deeper archaeological deposits. Units will be excavated in 10 cm arbitrary levels; natural stratigraphic layers within each level will be excavated and screened separately.

Up to eight additional discretionary units of the same dimension will be excavated adjacent to the designated units in places where intact cultural stratigraphy or relatively dense concentrations of Native American artifacts are found, based on previous results of testing. In addition, three of the data recovery units nearest the previously identified densest concentrations of archaeological material (Test Units (TUs) 1 and 2, and Shovel Test Probes (STPs) E9, X9, and X11) will be excavated to a depth of 100 cmbs to explore deeper archaeological deposits and provide data from which future management decisions can be made. Shovel/auger probes will be used to efficiently explore deeper sediments at the base of a subset of excavation units at the discretion of the field supervisor.

The cost estimate for data recovery is based on excavation of the maximum number of discretionary units along with the designated units, a total of about 10.25 cubic meters of excavation. All excavated sediment will be screened through 1/8-inch mesh, and all artifacts and faunal remains will be collected for further laboratory processing and analysis. FMR will be counted, weighed, and characterized, and returned to their respective units before backfilling, except if the FMR is recovered from a discrete feature such as a hearth pit or earth oven, in which case the specimens will be collected after being mapped *in situ*, if possible. Depending on deposits encountered during data recovery, constant-volume samples may be collected. Following processing, one sample may be submitted for flotation and archaeobotanical analysis (Task 3). Any lithic material retained from flotation will also provide a sample of small-size constituents. Additional specialized samples will be taken at the discretion of the field supervisor. Notes about content and sediments of each unit will be kept on standard forms. At least one wall profile of each unit will be drawn and digitally photographed. Location of excavation units will be recorded with a Trimble hand-held GPS and spatial data will be incorporated into existing maps. The excavation units will be backfilled with the screened spoils upon their completion.

Assumptions:

- *The City will clearly stake the alignments where archaeological data recovery units are proposed, as will be shown on a map included in the DAHP excavation permit application.*
- *The City will coordinate utility locate services within the appropriate timeframe once the archaeological fieldwork schedule has been approved, per the provisions of RCW 19.122.*

Task 3: Laboratory Processing and Analysis

Upon return to the SWCA laboratory in Seattle, artifacts will be air dried and sorted, and non-formed lithic artifacts washed. Formed tools and modified flakes will be dry-brushed and minimally handled by lab staff wearing gloves, in the event that residue analysis is undertaken. A catalog will be created with individual numbers given to samples, artifacts, and faunal remains of similar categories and materials from each unit level.

Artifacts will be classified by material type, object, and class to enable inter- and intra-site analysis. Lithic artifacts will undergo analysis along technical and functional dimensions at the SWCA laboratory in Seattle. Analysis of debitage will include basic physical parameters and platform characteristics. Faunal remains and shell will be analyzed at the SWCA laboratory and at the Burke Museum of Natural History and Culture if additional comparative skeletal material is needed. Faunal remains will be quantified, identified to element and finest taxon possible, and characterized in terms of burning, cut marks, fragmentation, and skeletal element representation to develop a taphonomic history of the faunal assemblage. Shell will be cataloged and analyzed in a similar manner.

Constant volume samples, and any additional carbonized wood and bulk samples that are collected, will be reviewed and suitable samples, estimated to be one bulk sediment sample and one charcoal sample, will be further analyzed for paleoethnobotanical and radiocarbon analyses. Other specialized analyses may be appropriate as well, including X-ray fluorescence (XRF) sourcing of obsidian and protein residue analysis of lithic tools depending on artifact recovery.

Assumptions:

- *Labor estimates for analysis are based on recovery of no more than 2,300 artifacts and 3,700 faunal remains (averaged from recovery in pertinent 2011 test units).*
- *One sample will be submitted for flotation analysis, and one charcoal sample for analysis of taxonomic/radiocarbon suitability.*
- *Up to two radiocarbon samples will be submitted for Accelerator Mass Spectrometry (AMS) dating.*
- *Up to six artifacts will be submitted for plant and animal residue analysis.*
- *Up to ten obsidian artifacts will be submitted for XRF sourcing analysis.*

Task 4: Reporting

The results of the investigation will be presented in a technical report suitable for submission by the City to DAHP, consulting Tribes, and any other appropriate agencies or other concerned parties. The report will synthesize data collected during the survey, testing, and survey phases of investigation at 45BN583 with the body of previous research in the region, and draw upon the results of data recovery to more fully address the research questions outlined in the testing report and excavation permit application. Due to confidentiality requirements for archaeological site location, distribution of the report may be restricted.

Deliverables:

- Draft Report, 1 pdf version
- Final Report, 6 hardcopies, 1 pdf version

Task 5: Curation

After processing and analysis, artifacts will be prepared for long-term curation to the Washington State University (WSU) Museum of Anthropology curation standards. Archival tags, bags, and storage boxes will be used to prepare the artifacts and field forms and photos. Following submission of the final report, these materials will be transferred to the WSU museum for final curation.

Assumptions:

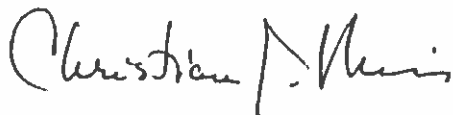
- Up to four standard curation boxes will be required to adequately house the collected materials, plus one box for records.

Task 6: Project Management and QA/QC

SWCA will coordinate with the City of Richland to receive project materials, prepare progress reports and invoicing and transmit correspondence. SWCA's Project Manager will monitor project task performance, schedule, budget, and approve project expenses. The Project Manager will ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Thank you for the opportunity to work again with the City of Richland. Please do not hesitate to contact me at (206) 781-1909 or Robert Kopperl at the same number or rkopperl@swca.com if you have any questions.

Sincerely,



Christian J. Miss
Seattle Office Director



Howard Anson Park Improvement Project

Phase 01, Data Recovery

Project Start (est): 11/15/2013

Project End (est): 4/30/2014

LABOR

Project Role	Name	Rate	Task 01		Task 02		Task 03		Task 04		Task 05		Task 06	
			Hours	Charge	Hours	Charge	Hours	Charge	Hours	Charge	Hours	Charge	Hours	Change
Project Manager/PA	Robert Cooper	\$ 127.00	48.00	\$ 6,096	2.00	\$ 254	10.00	\$ 1,270	20.00	\$ 2,540	-	-	16.00	\$ 2,032
Project Archaeologist	Michael Strong	\$ 93.00	8.00	\$ 744	8.00	\$ 744	-	-	-	-	-	-	-	-
Project Archaeologist	Ross Smith	\$ 93.00	116.00	\$ 10,788	16.00	\$ 1,488	10.00	\$ 930	80.00	\$ 7,440	-	-	-	-
Project Archaeologist	Michelle Parvey	\$ 93.00	62.00	\$ 5,766	-	-	10.00	\$ 930	40.00	\$ 3,720	-	-	-	-
Project Archaeologist	Yvonnea Camillo	\$ 83.00	95.00	\$ 7,885	-	-	20.00	\$ 1,660	-	-	-	-	-	-
Asst Lab Director	Rhannon Field	\$ 83.00	68.00	\$ 5,644	-	-	40.00	\$ 3,320	-	-	-	-	-	-
Staff Archaeologist	IBD (2)	\$ 61.00	138.00	\$ 8,418	-	-	60.00	\$ 2,940	-	-	-	-	-	-
Field/Lab Technician	IBD (3)	\$ 49.00	261.00	\$ 12,789	1.00	\$ 105	10.00	\$ 1,050	8.00	\$ 840	-	-	-	-
GIS/Production	Johanna Shea	\$ 105.00	19.00	\$ 1,995	-	-	10.00	\$ 1,050	-	-	-	-	-	-
Graphics	Eric Anderson	\$ 71.00	27.00	\$ 1,917	1.00	\$ 71	10.00	\$ 710	16.00	\$ 1,136	-	-	-	-
Labor Subtotal			842.00	\$ 62,042	28.00	\$ 2,662	434.00	\$ 26,692	160.00	\$ 11,540	24.00	\$ 2,112	16.00	\$ 2,032
Communication Fee - % of Labor		0%												
Labor Total			842.00	\$ 62,042	28.00	\$ 2,662	434.00	\$ 26,692	160.00	\$ 11,540	24.00	\$ 2,112	16.00	\$ 2,032

EXPENSES

Description	Unit	Rate	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge	# Units	Charge
Copies (Labor)	per page	\$ 1.00	1,000	\$ 1,000	-	-	-	-	800.00	\$ 800	-	-	-	-
Lodging	per night	\$ 90.00	35	\$ 3,150	-	-	-	-	-	-	-	-	-	-
Mileage	per mile	\$ 0.565	1,350	\$ 763	-	-	-	-	-	-	-	-	-	-
Per Diem	per day	\$ 46.00	35	\$ 1,610	-	-	-	-	-	-	-	-	-	-
Overnight Delivery	per package	\$ 20.00	3	\$ 60	-	-	-	-	-	-	-	-	-	-
Radoncarbon Dates	per date	\$ 590.00	1	\$ 590	-	-	-	-	-	-	-	-	-	-
Curator Supplies	per unit	\$ 200.00	1	\$ 200	-	-	-	-	-	-	-	-	-	-
XRF Sourcing	per sample	\$ 50.00	10	\$ 500	-	-	-	-	-	-	-	-	-	-
Residue Analysis	per sample	\$ 110.00	6	\$ 660	-	-	-	-	-	-	-	-	-	-
Curator Fee	per box	\$ 1,000.00	5	\$ 5,000	-	-	-	-	-	-	-	-	-	-
Biological Analysis	per sample	\$ 100.00	2	\$ 200	-	-	-	-	-	-	-	-	-	-
Expenses Subtotal				\$ 14,323	-	-	-	-	-	-	-	-	-	-
Markup					-	-	-	-	-	-	-	-	-	-
Expenses Total				\$ 14,323	-	-	-	-	-	-	-	-	-	-
Project Phase Totals				\$ 76,365		\$ 2,662		\$ 32,415		\$ 14,140		\$ 7,312		\$ 2,032

Note: Communication expense is not subject to 15% administrative fee.

TOTAL THIS PHASE	Charges
SWCA Labor Total	62,042
Expenses Total	14,323
Subcontractors Total	-
Total Phase	76,365
Tax Total	-
Total Including Taxes	76,365

Enter Tax Rate	0.00%
Tax	\$ -
Total with Tax	\$ -

Enter Tax Rate	0.00%
Tax	\$ -
Total with Tax	\$ -

Enter Tax Rate	0.00%
Tax	\$ -
Total with Tax	\$ 17,804

Enter Tax Rate	0.00%
Tax	\$ -
Total with Tax	\$ 14,140

Enter Tax Rate	0.00%
Tax	\$ -
Total with Tax	\$ 32,415

Enter Tax Rate	0.00%
Tax	\$ -
Total with Tax	\$ 2,662



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C16

Key Element: Key 2 - Infrastructure & Facilities

Subject: STORMWATER SYSTEM ENGINEERING - CONSULTANT AGREEMENT WITH URS CORPORATION

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute a consultant agreement for \$52,560 with URS Corporation to complete pre-design reports for stormwater system water quality improvement projects and authorize staff to make the appropriate budget adjustments.

Summary:

The City's National Pollution Discharge Elimination System (NPDES) permit regulating its stormwater programs have as their primary goal reduction in pollutants reaching the Columbia and Yakima Rivers through the City's stormwater system. The vast majority of the City's stormwater system was constructed during a period where water quality was not considered during system design. While the NPDES permit does not require water quality treatment capital improvements, Washington State has, for the past several years, allocated funds to grant programs supporting retrofits to existing systems for water quality purposes. Staff believes it is in the City's best interest to leverage the state funds, while they are available, to make system improvements that achieve the overall program goals of the NPDES permit.

At its November 5 meeting, Council approved a grant agreement with the Washington State Department of Ecology (Ecology) that provided \$120,000 to the City toward project concept development and engineering. The proposed consultant agreement will result in pre-design engineering reports being completed for water quality improvements at several locations in the City's stormwater system. The selected locations, the Uptown Shopping Center Parking Lot, Swift Boulevard, and Columbia Park Trail, will be candidates for capital project grants that Washington State Department of Ecology intends to advertise in the second half of 2014.

In anticipation of the Ecology funding programs, Public Works conducted a consultant selection process for an initial evaluation of the City's stormwater outfalls this past summer. Staff selected URS Corporation as the most qualified to complete this work. Council authorized a contract in September 2013 for the initial evaluation phase and that work is underway. This proposed agreement is an extension of that previously approved contract, thus URS Corp. was again considered to be the most qualified.

Approval of the proposed agreement will allow the City to prepare for upcoming capital grant opportunities and advance the City's readiness for anticipated regulatory requirements.

Fiscal Impact?

☒ Yes ☐ No

Council approved an agreement with Ecology at the November 5, 2013 Council meeting providing \$170,000 to the City, of which \$120,000 is designated for capital project planning. Staff proposes to fund the proposed agreement amount of \$52,560 from these grant funds. Additionally, staff is proposing to change the funding source for the September 3, 2013 URS contract of \$32,068 from City Stormwater funds to these same Ecology grant funds. No City matching funds are required.

Attachments:

1) URS Consultant Agreement

City Manager Approved:

Johnson, Cindy
Nov 14, 15:50:20 GMT-0800 2013



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this ____ day of November, 2013 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and URS Corporation, 3810 Kern Road, Suite A, Yakima, WA (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide project feasibility assessment and conceptual design services for the City's stormwater retrofit project.
- b) The following exhibits are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Services to be provided are detailed in the attached Scope of Work
 - (ii) Exhibit B: URS Standard Fee Schedule
- c) This Agreement consists of this Agreement, the above referenced Exhibits and other documents listed below. These form the entire Agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. _____
 - (ii) Exhibit A: Scope of Work
 - (iii) Exhibit B: URS Standard Fee Schedule

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.

Contract No. _____

- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Final Conceptual Design Submittal Package shall be completed by January 31, 2014, or as specified by the Washington State Department of Ecology. Consultant agrees to use best efforts to complete all work described under this Agreement by April 30, 2014.

4) PAYMENT

- a) The City shall pay the Consultant an amount not to exceed fifty two thousand five hundred sixty (\$52,560.00) to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. 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 records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

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

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) DISPUTE RESOLUTION

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

Contract No. _____

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

9) DEBARMENT CERTIFICATION

The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

11) ATTORNEY'S FEES

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

12) INSURANCE

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

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

Contract No. _____

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. 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.
- 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. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract 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, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

14) STANDARD OF CARE

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

15) SUCCESSORS OR ASSIGNS

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

16) EQUAL OPPORTUNITY AGREEMENT

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

17) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or

unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

All amendments must be in writing and be approved and signed by both parties.

19) CHANGE IN LAW

The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Agreement; ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

22) EXTRA WORK

Contract No. _____

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

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

CYNTHIA D. JOHNSON
City Manager

Signature

JOHN W. KNOTSON, PE - PROJECT MANAGER
Printed Name & Title

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

3810 KERN RD, SUITE A
YAKIMA, WA 98902
Address

HEATHER D. KINTZLEY
City Attorney

Phone: 509-469-1330
Email: john.knutson@urs.com
Fax: N/A

Contract No. _____

EXHIBIT A: Detailed Scope of Work

[The Scope of Work should include but is not limited to the following:

- Include necessary project details in a format that is measurable to specify the desired work to be completed
- Milestones and values to measure progress payments with maximum allowable (not to exceed) cost including any reimbursable expenses.
- Hourly rates for the consultants employees
- City and Consultant responsibilities
- Any extra services that will be allowed as a reimbursable cost (Travel is also included in section 4.d)
- Any maps, drawings or other supporting documentation.
- Reference if applicable the RFP and it's terms and conditions

Use additional Exhibits as required]

Scope of Work

Richland Stormwater Retrofit Project Support Services

URS Corporation

October 18, 2013

Background

This scope of work has been prepared to describe tasks, products, and fee estimate for providing the City of Richland with stormwater retrofit project feasibility and conceptual design services. The services will assist the City to plan and design stormwater quality retrofit projects, some of which contain Low Impact Development (LID) components.

URS Scope of Work

Task 1: LID Retrofit Project Site Assessment and Conceptual Design Services

This task will provide the City of Richland with the information necessary to move several retrofit projects forward into the detailed design phase. URS will complete the work necessary to finalize an assessment of retrofit project feasibility, complete hydrologic analysis, and refine the selection and preliminary sizing of LID Best Management Practices (BMPs). The City has identified several candidate retrofit project sites for final feasibility analysis and conceptual design:

- ***The Uptown Mall Parking Lot Retrofit Project.*** The approximately 15 Acre City-owned and operated parking lot would be retrofit with LID BMPs to treat runoff prior to discharging to a box culvert. The box culvert discharges into a Corps of Engineers drainage system which pumps runoff into the Columbia River. It may also be possible to treat runoff from a portion of the surface streets surrounding the mall as well.
- ***The Swift Boulevard Median Retrofit Project.*** This project would retrofit LID BMPs into existing landscaped median islands, thereby treating runoff before discharging into a Corps of Engineers drainage system, where it is pumped into the Columbia River.
- ***The South Richland Outfall #8 Retrofit Project.*** This project would retrofit a water quality treatment BMP into open space near where SR Outfall #8 discharges to the Columbia River.
- ***The South Richland Outfall #20 Retrofit Project.*** This project would retrofit a water quality treatment BMP into an open swale that the outfall discharges into. The retrofit concept at this location will also consider future Columbia Park Trail improvements.

Implementing water quality retrofits at these sites would provide significant benefit to water quality by reducing the amount of untreated stormwater that discharges to the Columbia River.

In order to carry out the full retrofit design work, the City intends to utilize City staff based on more detailed feasibility assessment and conceptual design work conducted by URS. URS will provide the following services.

Exhibit A – Scope of Work

1.1 Complete Detailed Feasibility Investigations – To help refine the conceptual LID retrofit plans, URS will:

- ✓ Gather additional information and data about each candidate site from the City, including relevant as-built information available from the City, and proposed Columbia Park Trail improvements;
- ✓ Correspond with City staff to identify a preliminary retrofit concept for the SR20 site;
- ✓ Investigate site conditions based on available GIS data (soils, utilities, storm system, ROW, topography, groundwater level, etc.);
- ✓ Prepare a Field Work and Safety Plan and conduct a one day field visit to the candidate sites to verify conditions such as storm system mapping, storm system size and type, pipe depths, drainage patterns, basin and subbasin boundaries, contributing land uses, constraints such as potential utility conflicts or trees, construction and O&M access routes, and available space. Photos/video will be taken, maps will be marked up, and site data will be recorded on field forms. *Please note that it may not be possible to accurately delineate micro drainage patterns at the Uptown Mall site within the field time available and/or without survey work. In that case, URS will focus on several representative BMPs and locations on the site, and forward those through the rest of Task 7; and,*
- ✓ Update basin and subbasin delineation in GIS.

1.2 Refine the Selection of LID BMPs – Based on the results of the feasibility investigations and assumed geotechnical conditions, URS will:

- ✓ Refine the recommended type and general placement of BMPs;
- ✓ Identify related components such as flow splitters, inlets, weirs, spillways, under drains, overflows, and energy dissipaters;
- ✓ Develop preliminary infiltration rates for conceptual design purposes;
- ✓ Prepare and send revised sketches of the retrofit project layouts to the City for review and comments; and,
- ✓ Hold an up to two hour long conference call with the City to discuss City comments and obtain direction necessary to continue the conceptual design process.

1.3 Complete Hydrologic and Hydraulic Calculations – Based on basin and subbasin data URS will estimate the appropriate hydrologic parameters and:

- ✓ Complete the hydrologic analysis and calculations to develop stormwater runoff flows and volumes for water quality and conveyance design purposes at each site. It is assumed that BMPs will be sized to treat the water quality storm event, and any conveyance or overflow systems will be sized to accommodate the 25 year 24 hour (or 3 hour) storm; and,
- ✓ Prepare calculations necessary for preliminary sizing of related hydraulic structures such as flow splitters, weirs, spillways, under drains, channels, pipes, inlets, etc..

1.4 Determine the Preliminary Characteristics of BMPs – Based on estimated runoff rates and volumes, soil types, and preliminary estimates of infiltration rates, URS will:

Exhibit A – Scope of Work

- ✓ Refine the size and approximate geometry of LID and non-LID BMPs. *For the Uptown Mall site, it is assumed that several representative BMPs will be addressed rather than every one that may be used on the site;*
- ✓ Estimate the size and layout of associated components such as under drains, overflow inlets, energy dissipaters, and so on.
- ✓ Develop recommendations on aesthetically pleasing layout of BMPs, selection of appropriate vegetation species, any irrigation requirements, and recommended landscaping characteristics;
- ✓ Develop schematics and sketches of the preliminary BMPs and related components; and,
- ✓ Provide examples (photos and plans) of existing LID BMPs that can be used as templates by City staff during the design effort.

1.5 Draft/Final Conceptual Design Submittal Package to the City – Based on the results of the preceding work, URS will:

- ✓ Compile the results of prior tasks into an overall submittal package
- ✓ Prepare a brief transmittal memorandum. The draft transmittal memo will:
 - Itemize the submittal package; and
 - Provide references to appropriate design guidance documents and standard BMP details that are consistent with the Eastern Washington Stormwater Manual and LID Manual.
- ✓ Provide the draft submittal package and a standard comment tracking form to the City for review and comment;
- ✓ Review City comments and develop recommended responses;
- ✓ Hold a one hour long conference call with the City to review and discuss comments and recommended responses, and obtain the direction necessary to develop the final submittal package;
- ✓ Prepare the final submittal package.

Task 1 Products

- Field Work and Safety Plan and completed field data forms.
- Draft and final Conceptual Design Submittal Package and comment tracking form (electronic format, including spreadsheets and GIS files).

Task 1 Assumptions

- At the Uptown Mall site, only representative locations and BMPs will be analyzed rather than every possible location and BMP.
- No traffic control or special access requirements is necessary to conduct field work.
- In order to efficiently conduct the field work, three URS staff participates in the field visit.
- Only one review cycle on draft products.

Exhibit A – Scope of Work

- Only minor City comments on the draft submittal package, requiring minimal rework within the established budget for Task 1.5.

Additional Services

It is possible that some support tasks not mentioned above may be required during the course of the project or during subsequent design work by the City. At the request of the City, and upon authorization of additional funds, URS will provide support for activities related to the project, such as but not limited to:

- ✓ Public information and coordination;
- ✓ Temporary erosion and sediment control (TESC) design and/or permitting;
- ✓ Agency coordination and/or project permitting;
- ✓ Providing guidance and review during the design process;
- ✓ Providing guidance and review during development of LID BMP specifications; and,
- ✓ Developing BMP O&M Guidance.

Approximate Labor Rates for Primary Staff (Average for 2013-2014)

- ❖ John Knutson, PE - *Project Manager* (\$198/hr)
 - ❖ Bill Rice – Hydrologist/*Water Resource Scientist* (\$140/hr)
 - ❖ Erik Pruneda, PE, CFM, CPESC - *Water Resources Project Engineer* (\$100/hr)
 - ❖ Jay Anderson, EIT - *Water Resources Engineer* (\$90/hr)
 - ❖ Will Guyton - *Project Technician* (\$90/hr)
-

Exhibit A – Scope of Work

Fee Estimate

Task	Description	URS Hours by Task	URS Labor Budget by Task	URS Expenses	Total Task Budget
1.1	Complete Detailed Feasibility Investigations	159.0	\$18,152.00		\$18,152.00
1.2	Refine the Selection of LID BMPs	81.0	\$10,142.00		\$10,142.00
1.3	Complete Hydrologic and Hydraulic Calculations	69.0	\$7,942.00		\$7,942.00
1.4	Determine the Preliminary Characteristics of BMPs	95.0	\$11,290.00		\$11,290.00
1.5	Draft/Final Conceptual Design Submittal Package	42.0	\$5,000.00		\$5,000.00
	Totals	446	\$52,526.00		\$52,526.00

URS Schedule of Fees and Charges

2013

Principal in Charge	\$190.00 - \$240.00
Project Manager	\$130.00 - \$230.00
Senior Environmental Scientist	\$120.00 - \$150.00
Senior Geotechnical Engineer	\$120.00 - \$205.00
Senior Hydrologist	\$120.00 - \$150.00
Senior Hydrogeologist	\$140.00 - \$180.00
Senior Electrical Engineer	\$100.00 - \$160.00
Senior Civil/Environmental Engineer	\$100.00 - \$160.00
Civil/Geotechnical Engineer	\$ 85.00 - \$140.00
Environmental Geologist II	\$ 65.00 - \$ 90.00
Environmental Scientist II	\$ 65.00 - \$ 120.00
Environmental Geologist	\$ 55.00 - \$ 85.00
Project Engineer	\$ 55.00 - \$ 120.00
Planner/Permit Assistance	\$ 75.00 - \$ 90.00
GIS Specialist	\$ 65.00 - \$ 85.00
CADD/Drafting	\$ 50.00 - \$ 85.00
Contract Administrator	\$ 60.00 - \$ 90.00
Project Assistant/Technician III	\$ 75.00 - \$ 95.00
Project Assistant/Technician II	\$ 55.00 - \$ 80.00
Project Assistant/Technician I	\$ 45.00 - \$ 60.00

This Schedule of Fees is for 2013 and will be adjusted annually on January 1 of each subsequent year to reflect merit and economic salary increases and changes in the expected level and mode of operations for the new year.



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C17

Key Element: Key 2 - Infrastructure & Facilities

Subject: DUPORTAIL STREET EXTENSION RIGHT OF WAY ACQUISITION

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and execute a purchase and sale agreement with Semper Fat, LLC to acquire property for the Duportail Street Extension.

Summary:

The Duportail / Stevens corridor improvement plan is the highest priority transportation system improvement currently being implemented. In accordance with Council direction staff has been working since 2007 to advance the Duportail Bridge project to completion. Other important elements of the corridor plan include the Stevens Drive South Extension from Lee Boulevard to Wellsian Way and the Duportail Street Improvements from Wellsian Way to SR240. The 2012 Capital Improvement Plan included funding to acquire street right-of-way (ROW) for the Stevens Drive South Extension between Lee Boulevard and Wellsian Way. The City has since assembled grant funds from the Washington State Transportation Improvement Board and the Benton Franklin Council of Governments to fully fund the Stevens Drive South Extension.

In late 2012 staff prepared preliminary design plans for the new street segments between Lee Boulevard and Thayer Drive. This ensured a consistent design between phases of street improvements on either side of Wellsian Way. This design was used to notify effected property owners of the pending projects between Thayer Drive to Lee Boulevard.

Staff was contacted by the Semper Fat, LLC property owners in early 2013 concerning the appraisal and purchase of their property by the city. The Semper Fat, LLC property is located on Wellhouse Loop and is necessary for the Duportail Street Extension from Thayer Drive to Wellsian Way. The owners had plans to construct a building but had no desire to build and then be required to relocate elsewhere because of the street construction. Dialogue between staff and the property owners suggested that purchase of the entire Semper Fat, LLC property would avoid impacts to their development plans and contribute to preparations of a future phase of planned street improvements.

Following the City's adopted right of way acquisition procedures agreement with the Washington State Department of Transportation (WSDOT) staff has completed negotiations for the parcel acquisition. The entire parcel was purchased because the required street ROW bisected the property, leaving uneconomic remnants on either side of the needed ROW. The purchase price, \$130,000, is the fair market value established by the City's appraiser and reviewed by a WSDOT review appraiser.

Fiscal Impact?

☒ Yes ☐ No

The total cost of the Semper Fat, LLC property acquisition, including the \$130,000 purchase price and closing costs, is estimated at \$132,500. Staff is proposing to fund the acquisition with prior year contributions to the Stevens Drive South Extension project budget by the General Fund and Real Estate Excise Tax. The current available balance of these funds is \$335,164. Staff estimates indicate that the Stevens Drive Extension project will remain fully funded after this expenditure.

Attachments:

1) Semper Fat ROW PSA

City Manager Approved:

Johnson, Cindy
Nov 14, 15:52:10 GMT-0800 2013

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ____ day of _____, 2013 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **SEMPER FAT, LLC.**, a Washington limited liability company ("Seller").

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

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

(See Exhibits A & B)

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

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

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

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property the sum of one hundred thirty thousand dollars (\$130,000) computed on a price of three dollars and twenty-five cents (\$3.25) per square foot for forty-thousand and one (40,001) square feet of property ("Purchase Price"). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company, and shall be paid to Seller at closing subject to all adjustments and proration as may be provided for elsewhere herein.

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

3.1. Title Review. Within ten (10) business days after the date of execution of this Agreement by both parties ("Execution Date"), Purchaser, at its sole cost and

expense, shall obtain from Cascade Title Company ("Title Company") a title report on the Property, and copies of all documents referred to therein, and furnish same to Seller. For purposes of calculating time, the date of signing shall not count as the first business day.

3.2. Due Diligence. Upon execution of this Agreement by both parties, Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.1. Said due diligence period may be extended an additional thirty (30) business days upon written agreement by the Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.3. Mortgage/Financial Institution. The closing of this transaction is contingent upon approval of this Agreement by the Seller's mortgage company/financial institution holding a lien on the property. In the event Seller's mortgage company/financial institution determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

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

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

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

4.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Cascade Title Company, and shall occur on a date mutually agreed to by Purchaser and Cascade Tile Company with written notice to Seller.

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

6. Covenants, Representations and Warranties.

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

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

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

6.1.3. Seller shall use its best efforts to remove all disapproved exceptions.

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

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue.

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

6.2.2. Seller is a Washington limited liability company, duly formed and organized, validly existing and in good standing under the laws of the State of Washington. The Property is an asset belonging to Seller.

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

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

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

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

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

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

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

7. Casualty and Condemnation.

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

7.2. Immaterial Casualty or Condemnation. If, prior to the closing date, the Property shall sustain damage caused by casualty which is not described in Section 7.1., or a taking or condemnation has occurred, or is imminently threatened, which is not described in Section 7.1., neither Purchaser nor Seller have the right to terminate

this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to the cost to repair that portion of the Property so damaged by insured casualty, or an amount equal to the anticipated condemnation award, as applicable. At closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

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

9. Miscellaneous.

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

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

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

TO SELLERS:

Semper Fat, LLC
640 Jadwin Avenue
Suite C
Richland, WA 99352
Phone: 509-528-6411

TO PURCHASERS:

City of Richland
Attn: Public Works Department
505 Swift Boulevard
Richland, WA 99352
Phone: (509)942-7508
FAX: (509)942-7468

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

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

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

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

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

9.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Purchase Agreement, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase Agreement or any amendment or exhibits hereto. This is a fully integrated Agreement. There are no additional terms, conditions, or obligations binding upon the parties unless specifically referenced herein.

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

9.10. Further Assurances. Purchasers and Seller shall make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary to carry out the intent of the parties hereto.

9.11. Full Performance and Survival. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger and be deemed the full performance and discharge of the obligations on the part of Purchaser and Seller to be performed hereunder. Certain clauses, covenants, warranties and indemnifications specifically provided herein or that can only be performed after closing shall survive the closing.

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

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

IN WITNESS WHEREOF, the Purchasers have executed this Agreement as of the date first written above.

CITY OF RICHLAND – PURCHASER

By: Cynthia D. Johnson
Its: City Manager

ATTESTED:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

SEMPER FAT, LLC. - SELLER

By: Chad Langford
Its: Owner

By: Todd Billow
Its: Owner

By: Brian Barnes
Its: Owner

Exhibit A – Legal Description

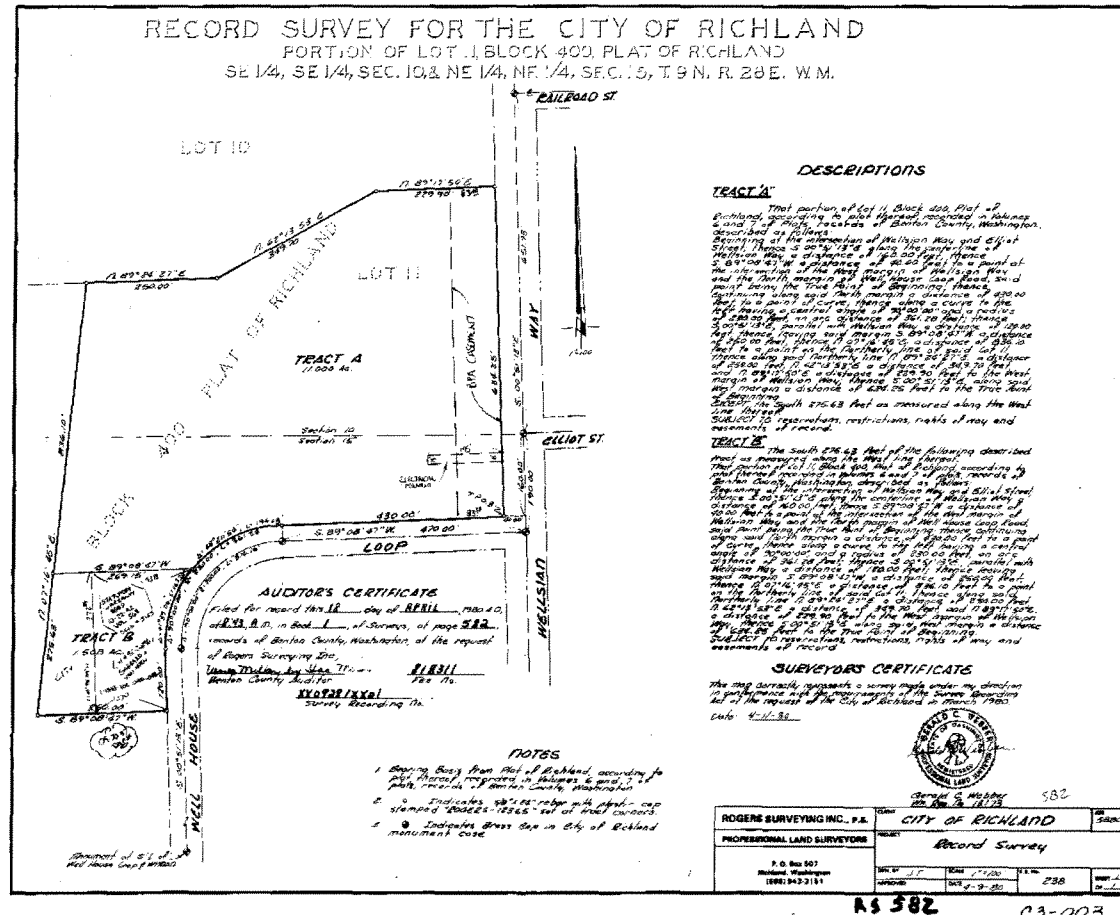
Portion of "Tract B" as shown on Record of Survey No. 582, recorded April 18, 1980 under Recording No. 818311, being a portion of Lot 11, Block 400, PLAT OF RICHLAND according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington.

Beginning at the Southeast corner of said "Tract B", said point is also on the West margin of Wellhouse Loop, also the True Point of Beginning:

Thence South $89^{\circ}08'47''$ West, along the South line of said "Tract B" 137.27 feet; Thence leaving said South line North $00^{\circ}28'09''$ West, 272.86 feet to a point on the North line of said "Tract B"; Thence North $89^{\circ}08'47''$ East along said North line 193.58 feet to a non-tangent point on a curve concave to the Southeast, said curve having a radius of 230 feet and radial bearing of $S\ 49^{\circ}12'07''$ East, said point is also on the West margin of Wellhouse Loop; Thence Southeast along said curve and said West margin through a central angle of $41^{\circ}39'06''$ with an arc length of 167.20 feet to its point of tangency; Thence South $00^{\circ}51'13''$ East along said West margin 120.00 feet to the True Point of Beginning.

Exhibit B – Record Survey No. 582

Contract No: _____



WHEN RECORDED RETURN TO:

City Surveyor
City of Richland
840 Northgate Drive
Richland, WA 99352
MS# 26

Portion of Parcel # 1-1598-102-0400-048

STATUTORY WARRANTY DEED

The Grantor, **SEMPER FAT LLC.**, for the transfer of personal property and other good and valuable consideration, in hand paid, conveys and warrants to the **CITY OF RICHLAND**, a municipal corporation, any interest the Grantor has or may have, at the date of conveyance, in the property situated in the County of Benton, State of Washington, together with all after acquired title of the Grantor therein and described as follows:

A portion of the Northeast ¼ of Section 15, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

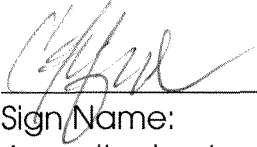
A portion of Tract "B", as shown on Record of Survey No. 582, recorded April 18, 1980, under Recording No. 818311, being a portion of Lot 11, Block 400, Plat of Richland, according to the Plat thereof, recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Beginning at the Southeast corner of said Tract "B", said point is also on the West margin of Wellhouse Loop, also the **TRUE POINT of BEGINNING**; Thence South 89°08'47" West, along the South line of said Tract "B" a distance of 137.27 feet; Thence leaving said South line North 00°28'09" West a distance of 272.86 feet, to a point on the North line of said Tract "B"; Thence North 89°08'47" East along said North line a distance of 193.58 feet, to a non-tangent point on a curve concave to the Southeast, said curve having a radius of 230.00 feet and a radial bearing of South 49°12'07" East, said point is also on the West margin of Wellhouse Loop; Thence Southeast along said curve and said West margin through a central angle of 41°39'06", with an arc length of 167.20 feet to its point of tangency; Thence South 00°51'13" East along said West margin a distance of 120.00 feet back to the true point of beginning.

Containing 40,000.0 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A."**

Reference document:

Statutory Warranty Deed AF# 92-26298.
Deed of Trust AF# 2011-015098.



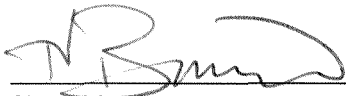
Sign Name:

An authorized representative for **SEMPER FAT LLC.**



Print Name:

An authorized representative for **SEMPER FAT LLC.**



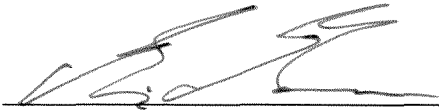
Sign Name:

An authorized representative for **SEMPER FAT LLC.**



Print Name:

An authorized representative for **SEMPER FAT LLC.**



Sign Name:

An authorized representative for **SEMPER FAT LLC.**



Print Name:

An authorized representative for **SEMPER FAT LLC.**

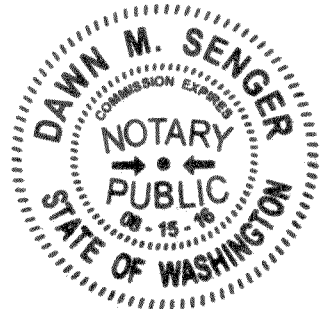
STATE OF WASHINGTON)
 : Ss
COUNTY OF BENTON)

On this 11 day of November 2013, before me, the undersigned,
a Notary Public in and for the State of Washington, personally appeared,
~~Chad Langford, Todd Billow, Brian~~ Chad Langford, Todd Billow, Brian an authorized representative for **SEMPER**
FAT LLC, and that he/she executed the foregoing instrument, and
acknowledged the said instrument to be the free and voluntary act and
deed for the uses and purposes therein mentioned, and on oath state
that he/she are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year
first above written.

Dawn M Senger
Sign Name:

Notary Public in and for the State of
Washington; residing at Benton
My appointment expires 8-15-16
Dawn M Senger
Print Name:



APPROVED AS TO FORM:

CITY OF RICHLAND, WASHINGTON

HEATHER D. KINTZLEY
City Attorney

PETER K. ROGALSKY
Public Works Director

CYNTHIA D. JOHNSON
City Manager

MARCIA HOPKINS
City Clerk

STATE of WASHINGTON)
 :SS
COUNTY of BENTON)

On this ____day of _____, 2013, before me the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Cynthia D. Johnson**, and **Marcia Hopkins**, to me known to be the City Manager and City Clerk, respectively, of the City of Richland, Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that they are authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Sign Name:

Notary Public in and for the State of _____
Residing at _____
My Commission Expires _____

Print Name



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C18

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: AGREEEMENT WITH ARBAUGH AND ASSOCIATES FOR STATE LEGISLATIVE SERVICES

Department: City Manager

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign a renewal of Professional Services Agreement with Arbaugh and Associates for State Legislative Services.

Summary:

Arbaugh and Associates has served as the City's legislative representative to the State Legislature for fourteen years, enabling the City to have an effective voice in Olympia. Annually, Mr. Arbaugh assists the City in creating its legislative priorities and program. Mr. Arbaugh also has extensive contacts in Olympia who provide assistance with the City's programs and legislative agenda, including monitoring and feedback opportunities.

Approval of this agreement will enable the City to continue to have an effective, on-the-spot voice in Olympia regarding proposed legislation and other programs and contacts beneficial to the City. If approved, the proposed agreement will be effective January 1, 2014 with the fee scheduled for review December 31, 2016.

The contracted amount of \$32,400 has not increased since 2003. The proposed increase of \$3,600 equates to approximately 1% per year for the previous 11 years or 11% in 2014. The proposed 2014 contract amount is \$36,000

Fiscal Impact?

☒ Yes ☐ No

The proposed agreement renewal amount of \$3,000 per month includes an eleven percent (11%) increase over the current amount of \$2,700 per month that has been in effect for ten years. This increase equates to one percent (1%) per year. The cost of this service has been shared among the General, Electrical, Water and Economic Development Funds. It is anticipated the cost will continue to be allocated among the benefiting departments. There are enough funds currently budgeted to cover the increase in this renewed agreement.

Attachments:

1) 2014 - Arbaugh Contract

City Manager Approved:

Johnson, Cindy
Nov 14, 15:50:03 GMT-0800 2013

CITY OF RICHLAND, WASHINGTON
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the City of Richland, Washington (CITY), a governmental entity organized and existing in accordance with the State of Washington statutory provisions, and Arbaugh & Associates, Inc. (ARBAUGH), a corporation, P.O. Box 1070, Shelton, Washington 98584.

ARTICLE I – PURPOSE

The Purpose is to strengthen the legislative identity and political effectiveness of the CITY in Washington State and to assist in the development of a strategy to implement affirmative legislative proposals affecting the CITY.

ARTICLE II – STATEMENT OF WORK

ARBAUGH shall provide the CITY with legislative liaison representation upon request of the City Manager or his designees. Legislative liaison representation shall include the following services:

- 1) Work with the city staff to develop specific positions on legislative bills.
- 2) Assist in drafting legislation, amendments and position papers for presentation to the legislature.
- 3) Join other lobbyists working on issues of mutual interest and advocating an independent position where appropriate.
- 4) Work with legislators and key staff to advance legislative priorities. However, staff members or Council Members from the City must be available to appear before committees for testimony as appropriate.
- 5) Help coordinate the City's activities with the legislature. With the assistance of the City, ARBAUGH will develop positions to be used with the legislature and will deal directly with the individual legislators as well as be part of the

final decision on legislative strategy and how the CITY position will be presented.

- 6) Track and monitor legislative developments on issues of interest to the City.
- 7) Assist the City in developing legislative priorities for the subsequent legislative session.
- 8) Identify specific areas of interest of the legislature itself that may affect the City and assist in the preparation of a strategy to respond to them.
- 9) Work with similar groups to develop a team effort on legislative issues of mutual interest.
- 10) Assist in drafting legislation and work with appropriate City staff on interim studies.
- 11) Report to the City on activities and developments as follows:
 - A. Throughout the year, regular telephone and electronic mail communications related to issues, political situations, developments pertaining to issues of interest to the City will be maintained on an informal and frequent basis.
 - B. During the interim, a brief, monthly narrative report will be sent to the City outlining activities of ARBAUGH on behalf of the City and will include information on issues of importance to the City.
 - C. During the legislative session, a status list of relative bills will be sent to the City on a weekly basis.
 - D. The lobbyist will communicate current information with a designated City staff member prior to regular Council meetings in order to keep staff and Council abreast of the current legislative situation.
 - E. Assist the City with the accurate and timely filing of all public Disclosure Commission required forms except any employer forms that will be the responsibility of the City.

ARTICLE III – FEES AND COSTS

- A. The City hereby retains ARBAUGH to perform legislative liaison representation activities specified above effective January 1, 2014.

Appropriate expenses, not including entertainment, will be reimbursed. The fee will be \$3,000.00 per month until December 31, 2016, at which time the fee may be adjusted depending on the anticipated workload and scope of the legislative agenda adopted by the City Council. Should anticipated workload and scope of the legislative agenda adopted by the City Council be significantly different than the base contract, the amount may need to be adjusted.

- B. The billing will be based on an incremental cost approach, depending on specific services needed, plus reasonable expenses associated with travel and subsistence while performing the work and are for actual costs expended and other applicable expenses subject to the CITY's approval, up to a maximum of \$250 per month.
- C. From time to time the City may desire short-term work totally outside the scope of this agreement. In such instances, \$110.00 per hour shall be used as the base pay for work outside this agreement.

ARTICLE IV – TERMS OF PAYMENT

The City shall pay ARBAUGH based on amounts invoiced by ARBAUGH by the twentieth (20th) of each month in the next accounting cycle.

ARTICLE V – COORDINATION OF WORK

The City shall designate either the City Manager or his designee, on behalf of the CITY, to provide direction and guidance. David Arbaugh, or his designee, of ARBAUGH will carry out the services. ARBAUGH will assist the City in researching, documenting, and

distributing to legislators the necessary briefing materials. The City will be responsible for the printing, compilation and general distribution to legislators and the press of background materials, briefing packages and endorsement materials.

ARTICLE VI – TERM OF AGREEMENT

This Agreement shall become effective January 1, 2014 and shall continue in force thereafter on a year-to-year basis subject to either or both parties providing thirty (30) calendar days written notice of desire to negotiate different terms and conditions. Either party may terminate this Agreement by providing at least ninety (90) days written notification to the other party.

The parties hereby indicate their agreement to the terms and conditions set forth hereinabove by their authorized signatures below.

CITY OF RICHLAND

ARBAUGH & ASSOCIATES, INC.

By: _____
Cynthia D. Johnson
City Manager

By: _____
David C. Arbaugh
President

Date: _____

Date: _____

APPROVED AS TO FORM:

Heather Kintzley
City Attorney



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: C19

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: EXPENDITURES FROM OCTOBER 28, 2013, TO NOVEMBER 8, 2013, IN THE AMOUNT OF \$9,014,907.84

Department: Administrative Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the expenditures from October 28, 2013, to November 8, 2013, in the amount of \$9,014,907.84.

Summary:

Breakdown of Expenditures:

Check Nos.	206706 - 207107	1,931,982.57
Wire Nos.	5482 - 5495	5,011,725.83
Payroll Check Nos.	99130 - 99141	23,827.21
Payroll Wires/ACH	8258 - 8278	2,047,372.23
TOTAL		\$9,014,907.84

Fiscal Impact?

☒ Yes ☐ No

Total Disbursements: \$9,014,907.84. Disbursement (wire transfers) includes scheduled bond principal and interest payments to Bank of New York in the amount of \$4,740,526.82.

Attachments:

- 1) Wire Transfers
- 2) Voucher Listing

City Manager Approved:

Johnson, Cindy
Nov 14, 15:35:56 GMT-0800 2013

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
OCTOBER 28, 2013 - NOVEMBER 8, 2013

Payee	Wire Description	Amount
Claim Wires - Wire No. 5482 to 5495		
Bank of New York	Principal/Interest Bonds	4,740,526.82
Conover	Section 125	3,183.85
PowerPay	Landfill Merchant Service Fees	555.65
Richland Public Facilities District	Transfer Constr Fund Sales Tax to PFD Operating Acct	57,000.00
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	210,459.51
	Total Claim Wire Transfers	\$ 5,011,725.83
Payroll Wires & Direct Deposits (ACH) - Wire No. 8258 to 8278		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,047,372.23
Total Claim & Payroll Wires/ACH		\$ 7,059,098.06

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



City Of Richland

VL-1 Voucher Listing

From: 10/28/2013 To: 11/8/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001	GENERAL FUND				
Division:	001	CITY COUNCIL			
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	\$58.97
				287243288881 CORRECTIONS	\$5.25
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$182.37
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$3.68
CITY COUNCIL TOTAL ****					\$250.27
Division:	100	CITY MANAGER			
AT&T WIRELESS		9/13-287243288881	206717	ACCT#287243288881 MASTER BILL	\$26.74
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$2.31)
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$30.24
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$44.97
CITY MANAGER TOTAL ****					\$99.64
Division:	101	CITY CLERK			
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$1.44)
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$15.43
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$29.35
CITY CLERK TOTAL ****					\$43.34
Division:	102	CITY ATTORNEY			
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$24.53)
				287243288881 CORRECTIONS	(\$28.62)
				287243288881 CORRECTIONS	(\$10.78)
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$26.74
BELL BROWN & RIO PLLC		453	206921	PROSECUTION SERVICES-NOV	\$20,408.15
BENTON COUNTY TREASURER		SEPTEMBER 2013	206722	DISTRICT COURT/OPD COSTS-SEPT	\$49,490.93
CITY OF RICHLAND		13-334 FULTON	206877	WAPRO CONF/BELLEVUE/FULTON	\$598.86
FOSTER PEPPER PLLC		1053898	206951	RICHLAND HOA & GENERAL-SEPT	\$303.40
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$2.31)
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$52.67
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$46.68
CITY ATTORNEY TOTAL ****					\$70,861.19
Division:	110	ASSISTANT CITY MANAGER			
AT&T WIRELESS		9/13-287243288881	206717	ACCT#287243288881 MASTER BILL	\$26.74
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$1.44)
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$30.71
ASSISTANT CITY MANAGER TOTAL ****					\$56.01
Division:	111	COMMUNICATIONS & MARKETING			
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$24.58)
				287243288881 CORRECTIONS	(\$7.46)



City Of Richland

VL-1 Voucher Listing

From: 10/28/2013 To: 11/8/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		9/13-287243288881	206717	ACCT#287243288881 MASTER BILL	\$55.43
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$0.58)
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$2.64
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$0.26
				TELEPHONE CHRGS 10/23-11/22/13	\$11.36
COMMUNICATIONS & MARKETING TOTAL ****					\$37.07
Division:	112	CABLE COMMUNICATIONS			
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$0.58)
VECTOR BROADCAST LLC	P052869	3435	207013	ENGINEERING & INSTALLATION OF	\$8,447.40
	P052869			ASUS 22" CLASS LED MONITOR	\$208.60
	P052869			OCEAN METRIX TO HDMI CONVERTER	\$259.79
	P052869			MISC. CABLES, CONNECTORS & MAT	\$643.30
	P052869			STUDIO CURTAIN SYSTEM	\$810.27
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$12.54
CABLE COMMUNICATIONS TOTAL ****					\$10,381.32
Division:	113	HANFORD COMMUNITIES			
CITY OF RICHLAND		13-392 LARSEN	206932	ECA CONF/NEW ORLEANS/LARSEN	\$150.00
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$0.29)
LARSEN, PAM BROWN		13-392	206970	ECA CONF/NEW ORLEANS/LARSEN	\$700.60
LUNDGREN, REGINA E		RCH-SB-322	206972	SPEAKERS BUREAU-OCT	\$280.00
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$1.12
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$8.26
HANFORD COMMUNITIES TOTAL ****					\$1,139.69
Division:	120	FIRE			
ACROSS THE STREET PRODUCTIONS INC		12-1591	206911	BLUE CARD TRAINING-RODGERS	\$385.00
AMERIGAS PROPANE LP		3021811641	206711	REFILL GENERATOR-STATION 73	\$104.25
AT&T WIRELESS		9/13-287243288881	206717	ACCT#287243288881 MASTER BILL	\$26.74
EAGLE PRINTING & GRAPHIC DESIGN INC		38385	206880	CLOTHING EMBROIDERY (24)	\$121.30
FRONTIER		10/13-206-1880334	206770	VHF PHONE LINES 10/19-11/18	\$410.05
		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$8.37)
HANSEN, SCOTT		091213	206776	STATE MOBILIZATION-FUEL	\$149.82
NEXTEL COMMUNICATIONS		891160522-116	206900	CELL PHONES 9/18-10/17/13	\$108.43
PACIFIC NORTHWEST HYDRO INC		13-208	206983	INSPECT & TEST GROUND LADDERS	\$776.25
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$17.61
TRI CITIES CHAPLAINCY		4TH QTR 2013	207009	CHAPLAIN SRVCS-4TH QTR 2013	\$225.00
VERIZON WIRELESS		9713489501	207014	MDT WIRELESS CHRGS 10/20-11/19	\$336.10
WA STATE DEPT OF RETIREMENT SYSTEMS		01007074	207016	TEMP DUTY DISABILITY-DAMBORG	\$830.95
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$165.39
FIRE TOTAL ****					\$3,648.52
Division:	130	POLICE			



City Of Richland

VL-1 Voucher Listing

From: 10/28/2013 To: 11/8/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$209.79)
				287243288881 CORRECTIONS	(\$464.35)
				287243288881 CORRECTIONS	\$317.51
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$2,200.62
BICKFORD, JEFF		13-399 BICKFORD	206873	WATPA TRNG/SELAH/BICKFORD	\$13.00
CASCADE NATURAL GAS CORP		10/13-75997100005	206730	NATURAL GAS-RPD 9/18-10/17	\$101.62
CHARTER COMMUNICATIONS		10/13-0309703POL	206930	INTERNET SERVICE 10/29-11/28	\$60.35
CITY OF RICHLAND		13-260 SKINNER	206877	IACP CONF/PHILADELPHIA/SKINNER	\$1,264.00
		13-338 JANSEN		CHILD ABUSE INVES/LACEY/JANSEN	\$343.00
		13-381 LUCAS		LEIRA CONF/CHELAN/LUCAS	\$294.86
		13-406 CROSKREY	206736	LETHAL W/S-LAS VEGAS/CROSKREY	\$415.20
CLARK, ATHENA		13-432 CLARK	206739	RSO COORD CONF/WENATCHEE/CLARK	\$87.00
CROSKREY, TOM		13-406	206750	LETHAL WORKSHOP/HOTEL TAXES	\$50.66
DATEC INC	S015343	30978	206752	SECTOR PAPER BROTHER #LB3663	\$565.33
FLOHR, LUKE		13-400 FLOHR	206885	WATPA TRNG/SELAH/FLOHR	\$13.00
FRONTIER	S015380	10/13-206-1882614	206770	TELEPHONE CHARGE 10/19/13-11/1	\$115.71
		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$12.99)
GROW, ALISHA		13-401 GROW	206887	WATPA TRNG/SELAH/GROW	\$13.00
JANSEN, DAMON		13-338	206890	CHILD ABUSE INVES/LACEY/JANSEN	\$6.98
LEAF FUNDING INC DBA		4663058	206797	COPIER MAINT 3 OCE IM3512	\$505.87
MUAI, JEFF		13-442 MUAI	206899	GANG PREV TRNG/SEATTLE/MUAI	\$215.04
NET TRANSCRIPTS INC		093013-153	206816	TRANSCRIPTION SRVCS-SEPT	\$537.60
PATIO COVERS UNLIMITED NW LLC	P053140	510	206901	INSULATED ROOF PANEL PATIO COV	\$6,432.95
	P053140			INSULATED ROOF PANEL PATIO COV	\$4,471.00
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$257.48
				POSTAGE 9/1-9/30/13	\$227.01
SKINNER, CHRIS		13-260	206906	IACP CONF/PHILADELPHIA/SKINNER	\$66.12
TIM BUSH MOTOR COMPANY DBA		9/2013-16519	206845	RPD VEHICLE WASHES-SEPT 2013	\$273.00
TREASURE VALLEY COFFEE CO		11273	206847	COFFEE DELIVERY-RPD	\$237.97
VER STEEG, CARMEN K		13-435 VER STEEG	206855	LE GRADUATION/SEATTLE/VERSTEEG	\$58.00
VERIZON WIRELESS		9713527543	207014	MOBILE BROADBAND 10/20-11/19	\$1,280.40
WA STATE CRIMINAL JUSTICE TRAINING		20-1-12728	206856	CRIME SCENE PHOTO TRNG-BERGER	\$50.00
WASHINGTON COMMUNICATIONS LLC DBA		345949	206858	EAR PIECES (9)	\$68.42
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$279.57
				TELEPHONE CHRGS 10/23-11/22/13	\$6.23
POLICE TOTAL ****					\$20,141.37
Division:	210	ADMINISTRATIVE SERVICES			
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$0.86)
				TELEPHONE CHRGS 10/22-11/21/13	(\$1.15)
KOCH, CATHLEEN A		13-427 KOCH	206894	EWFOA FALL MTG/SPOKANE/KOCH	\$195.42
PITNEY BOWES INC		302517	206986	POSTAGE METER-RED INK	\$185.72



City Of Richland

VL-1 Voucher Listing

From: 10/28/2013 To: 11/8/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$18.21
				TELEPHONE CHRGS 10/23-11/22/13	\$22.48
ADMINISTRATIVE SERVICES TOTAL ****					\$419.82
Division:	211	FINANCE			
COLEMAN, MEG		102513	206878	ALLOCATION TRNG/YAKIMA/COLEMAN	\$45.20
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$2.59)
				TELEPHONE CHRGS 10/22-11/21/13	(\$5.78)
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$464.39
				POSTAGE 9/1-9/30/13	\$2,121.89
POSTMASTER		2013 BULK PERMIT	206826	BULK MAIL PERMIT #153-STD MAIL	\$200.00
SUCHY, BRANDON		13-425 SUCHY	206840	EWFOA FALL MTG/SPOKANE/SUCHY	\$44.00
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$0.21
				TELEPHONE CHRGS 10/23-11/22/13	\$120.82
				TELEPHONE CHRGS 10/23-11/22/13	\$58.09
FINANCE TOTAL ****					\$3,046.23
Division:	212	PURCHASING			
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$1.35)
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$2.02)
				TELEPHONE CHRGS 10/22-11/21/13	(\$2.31)
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$0.46
UNITED PARCEL SERVICE	S015377	000986641423	206853	WEEKLY SERVICE CHARGE 10/19/1	\$11.00
	S015391	000986641433	207011	WEEKLY SERVICE CHARGE 10/26/1	\$11.00
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$39.40
				TELEPHONE CHRGS 10/23-11/22/13	\$54.49
PURCHASING TOTAL ****					\$110.67
Division:	213	INFORMATION TECHNOLOGY			
APOLLO INC	P053341	121705	206916	REPAIR DATA CENTER AC, TEMPERA	\$185.19
APOLLO SHEET METAL INC	P053325	118096	206715	Richland Switch Repair	\$103.43
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$122.96)
				287243288881 CORRECTIONS	(\$37.03)
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$463.43
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$10.97)
MID COLUMBIA ENGINEERING INC	P052201	ST006023	206808	ADD ON RICH AUSTILL, AS400	\$143.00
	P052201	ST006046	206978	ADD ON RICH AUSTILL, AS400	\$143.00
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$227.40
INFORMATION TECHNOLOGY TOTAL ****					\$1,094.49
Division:	220	HUMAN RESOURCES			
ANOVAWORKS		20933	206914	EXIT PHYSICAL	\$452.00
		22048		DS NIDA-BREATH ALCOHOL	\$76.00
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$7.46)



City Of Richland

VL-1 Voucher Listing

From: 10/28/2013 To: 11/8/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$38.95)
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$36.72
CANON SOLUTIONS AMERICA INC		602326	206728	N3245 BASE/COPIES	\$213.05
COLUMBIA INDUSTRIES SUPPORT LLC		146258	206745	ON SITE SHREDDING WO#151363	\$41.04
FEDERAL EXPRESS CORP		2-429-38941	206949	SHIP PKG TO R JACKSON 10/02	\$8.45
		2-444-46055		SHIP PKG TO R JACKSON 10/17	\$6.14
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$2.88)
HALL, BRYAN		TRAVEL EXPENSES	206775	IT CANDIDATE-TRAVEL EXPENSES	\$599.66
HARRINGTON'S TROPHIES		71749	206777	EMPLOYEE RECOG KEY CHAINS	\$97.49
		71759		RETIREMENT PLAQUE-CAMPOS	\$86.64
MENKE JACKSON LAW FIRM		9/13-064	206807	CONSULTING SRVCS-SEPT	\$2,887.50
PARKER, RACHELL		102413	206819	PARKER-MILEAGE 5/1-9/25/13	\$120.94
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$103.90
WASHINGTON STATE PATROL		114002289	206859	BACKGROUND CHECKS-SEPT 2013	\$90.00
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$65.68
HUMAN RESOURCES TOTAL ****					\$4,835.92
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$24.59)
		9/13-287243288881		287243288881 CORRECTIONS	(\$7.46)
				ACCT#287243288881 MASTER BILL	\$88.97
KING, WILLIAM B		102913	206968	KING-ARTS COMMISSION MTG	\$33.10
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$18.45
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$108.47
Division:	301	DEVELOPMENT SERVICES			
ANCHOR QEA LLC	P051852	35310	206712	INCREASE TO PURCHASE ORDER	\$9,280.20
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$31.84)
				287243288881 CORRECTIONS	(\$26.63)
				287243288881 CORRECTIONS	(\$96.37)
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$248.70
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$0.86)
				TELEPHONE CHRGS 10/22-11/21/13	(\$4.90)
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$4.81
				POSTAGE 9/1-9/30/13	\$55.03
STEEBER'S LOCK SERVICE		5530	206999	REPAIR FILE CABINET LOCK/KEYS	\$100.70
VERIZON WIRELESS		9713489352	207014	BLDG INSP WIRELESS LAPTOPS	\$160.04
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$101.86
				TELEPHONE CHRGS 10/23-11/22/13	\$18.50
DEVELOPMENT SERVICES TOTAL ****					\$9,809.24
Division:	302	REDEVELOPMENT			



City Of Richland

VL-1 Voucher Listing

From: 10/28/2013 To: 11/8/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
F & AO, USAED, WALLA WALLA		438921	206764	CP MARINA GRNDWTR WELL MONITOR	\$727.04
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$1.15)
HARPER HOUF PETERSON RIGHELLIS INC	P052122	32724	206960	CONSULTANT SERVICES FOR CITYWI	\$16,885.22
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$18.04
WALKER HEYE MEEHAN & EISINGER PLLC		8	207017	SURVEY-RESEARCH-PARKWAY	\$77.00
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$18.16
				TELEPHONE CHRGS 10/23-11/22/13	\$5.62
REDEVELOPMENT TOTAL ****					\$17,729.93
Division:	330	PARKS & RECREATION ADMIN			
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$4.10)
				287243288881 CORRECTIONS	(\$22.49)
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$127.85
PARKS & RECREATION ADMIN TOTAL ****					\$101.26
Division:	331	PARKS & REC - RECREATION			
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$7.95)
				287243288881 CORRECTIONS	(\$2.63)
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$45.63
CAMARENA, DANA		SC08-006/OCT 2013	206927	SALSA CLASS INSTRUCTOR-OCT	\$792.22
CITY OF RICHLAND		110057	206738	BASKETBALL-M CASTILLO	\$34.00
				BASKETBALL-A CASTILLO	\$34.00
		110382	206933	PARENT COOP SCHOLARSHIP-LEROUE	\$72.73
		110572		B BALL SCHOLARSHIS-CAMPBELL	\$68.00
		110585		B BALL SCHOLARSHIPS-BARRAGAN	\$68.00
		110815		B BALL SCHOLARSHIP-E OWEN	\$34.00
		13-367 GARTSIDE	206932	WRPA BUSINESS/TUKWILA/GARTSIDE	\$229.99
		8137	206933	B BALL SCHOLARSHIP-M BRAMER	\$42.50
FRONTIER	S015380	10/13-206-1882614	206770	TELEPHONE CHARGE 10/19/13-11/1	\$297.33
		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$6.11)
				TELEPHONE CHRGS 10/22-11/21/13	(\$0.29)
KADLEC REGIONAL MEDICAL CENTER		1031113.08	206967	THERAPY CLASSES-SEPT	\$1,436.53
MID COLUMBIA ENGINEERING INC	P052175	ST006047	206978	ADDING MORE MONEY	\$1,034.13
MILLER, JO ANN		C13-062/OCT 2013	206979	CLASS INSTRUCTOR-OCT 2013	\$656.30
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$4.60
RICHLAND ACE HARDWARE		38590	206830	VELCRO	\$9.73
SCOTT, TAIFEI		SC13-054/OCT 2013	206995	ZUMBA CLASS INSTRUCTOR-OCT	\$282.89
TREASURE VALLEY COFFEE CO		11276	206847	RCC COFFEE DELIVERY	\$53.61
		11337	207007	RCC COFFEE DELIVERY	\$100.00
URM STORES INC		C30713459	207012	PAPER PLATES/ONIONS/CANDY	\$102.69
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$87.39
				TELEPHONE CHRGS 10/23-11/22/13	\$33.73



City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$5.62
PARKS & REC - RECREATION TOTAL****					\$5,508.64
Division:	335	PARKS & REC - PARKS&FACILITIES			
AIREFCO INC		3170492	206709	FILTER	\$5.40
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	\$1.63
				287243288881 CORRECTIONS	(\$45.05)
				287243288881 CORRECTIONS	(\$5.46)
				287243288881 CORRECTIONS	(\$1.37)
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$109.39
				ACCT#287243288881 MASTER BILL	\$64.63
BACKFLOW APPARATUS & VALVE CO		637873	206919	BACKFLOW REPAIR KIT/TESTERS	\$182.65
BEAVER BARK & ROCK		580657	206920	1 YARD CONCRETE	\$146.18
		580703		DRIVEWAY GRAVEL 5/8	\$81.17
		580716		DRIVEWAY GRAVEL 5/8	\$81.17
		581090		DRIVEWAY GRAVEL 5/8	\$81.17
		581094		DRIVEWAY GRAVEL 5/8	\$81.17
		581100		DRIVEWAY GRAVEL 5/8	\$81.17
		581175		DRIVEWAY GRAVEL 5/8	\$81.17
		582211		1 1/4 YARD CONCRETE	\$184.09
		582709		1 3/4 YARD CONCRETE	\$265.29
		582777		3/4 YARD CONCRETE	\$119.11
BUILDERS HARDWARE & SUPPLY CO INC		S3268400.001	206874	INSTALL TOPLATCH-LIBRARY	\$367.43
EWING IRRIGATION PRODUCTS INC		7079571	206763	MARKING CHALK	\$202.19
		7085992		PVC:COUPLINGS/FLANGES	\$913.78
		7092314		PVC NIPPLES/SCRAPER KIT	\$81.10
		7104844	206883	JUMBO BOX W/LID-EXTENSION BOX	\$82.89
FASTENAL COMPANY		WARIC40869	206884	18V BATTERY PACKS	\$249.07
FRONTIER	S015380	10/13-206-1882614	206770	TELEPHONE CHARGE 10/19/13-11/1	\$26.20
	S015380			TELEPHONE CHARGE 10/19/13-11/1	\$955.13
		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$4.32)
GRAINGER	S015379	9264638124	206886	CORDLESS GREASE GUN ITEM #45L1	\$277.33
HOME DEPOT CREDIT SERVICES	S015375	3032627	206784	SPREADER	\$59.00
	S015375	4032363		HAMMER DRILL BIT	\$21.29
IRRIGATION SPECIALISTS INC		1090217-01	206889	2" BALL VALVES (2)	\$212.42
		1090293-01		PVC COUPLER/PRIMER/CEMENT	\$87.87
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		735150	206893	COUPLERS/VALVES	\$218.92
		739607	206793	GASKET/RING	\$3.23
		739614		NEOPRENE GASKET	\$10.61
		740003		LAVATORY FAUCET	\$81.23
		740012		PVC PIPE	\$3.49
KONECRANES INC	P053031	SPO00828360/8361	206895	LIFTMORE 206 FACILITIES VEHICL	\$194.94



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KONECRANES INC	P053031	SPO00828360/8361	206895	VENTURO CT-2003 , SHOP TRUCK	\$194.94
	P053031			COFFING/CMH MT400353 INGLE BEA	\$194.94
LAYNE OF WASHINGTON INC		LW13250	206971	FLOWSERVE BOWL ASSEMBLY	\$7,834.42
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$6.55
PLATT ELECTRIC SUPPLY INC		5249194	206987	15 AMP BREAKER	\$61.56
	S015338	5903050		BALLAST, ELECTRONIC DIMMING, 2	\$3,573.90
POOL CARE PRODUCTS INC		110447	206988	2 CASES POOL CHEMICALS	\$323.82
PRO BUILD COMPANY LLC		71439552	206990	TREATED 4X4'S-LUMBER	\$44.85
		71439742	206827	LUMBER-2X4	\$4.80
		71439787	206990	1X6 10 FOOT CEDAR-LUMBER	\$117.28
		71439819		SCREEN FILTERS	\$48.71
		71439966		LUMBER	\$116.86
RICHLAND ACE HARDWARE		206497	206904	HOSE/BRASS NOZZLE	\$35.60
		206527	206830	ROD THREAD/FASTENERS/WASHERS	\$33.01
		206530	206904	CHAIN/HOOK ROPE	\$21.14
		206560		HEATER FAN/POWERCENTER	\$32.47
		206562	206830	5 GALLON PAILS W/LIDS	\$30.15
		38351	206904	PIPE THREAD/PLUMBERS PUTTY	\$5.50
		38474	206830	MAGIC ERASERS	\$6.48
		38475		FIX A FLAT/AIR COMPRESSOR	\$36.80
		38525	206904	GALVANIZED 1" PLUGS	\$9.92
		38539		MARKING PAINT	\$12.97
RODDA PAINT CO		65027921	206992	30 GALLONS TRAFFIC PAINT	\$345.00
ROJAS, RUBEN		101013	206905	ROJAS-CDL ENDORSEMENT FEE	\$85.00
ROTO ROOTER		02189	206993	PUMPED LIFT STATION	\$298.69
STEEBER'S LOCK SERVICE		2015	206839	DRAWER LOCK/DOOR LOCK	\$64.98
		2035		DRAWER LOCK	\$32.49
		2054	206999	REKEY/CUT & STAMP	\$28.16
SUNTOYA CORPORATION	S015350	75012	207001	VI 2008 SEAL KIT	\$365.71
	S015350			OVERNIGHT SHIPPING	\$29.09
TOPPER INDUSTRIES INC	P053131	9315	206908	REPAIR TOPPER SWIM DOCK DAMAGE	\$11,929.05
TOTAL ENERGY MANAGEMENT INC		37394	207005	BOILER START UP SERVICE CALL	\$168.95
		37591		BLOWER MOTOR-INSTALLATION	\$1,291.96
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$88.70
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$33,031.76
Division:	338	PARKS & REC - PROJECT ADMIN			
RICHLAND ACE HARDWARE		38521	206904	3" LINE LEVEL	\$3.78
PARKS & REC - PROJECT ADMIN TOTAL ****					\$3.78
Division:	900	NON-DEPARTMENTAL			
CITY OF PASCO		M102413	206735	ANIMAL SHELTERING SRVCS-OCT	\$19,522.23



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EAST OREGONIAN PUB CO		48161309	206881	ROUND-UP ADS-SEPT 2013	\$816.00
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$2.04)
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$28.52
STATE AUDITOR'S OFFICE		L100198	206838	AUDIT SERVICES-SEPT 2013	\$3,610.17
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$39.38
NON-DEPARTMENTAL TOTAL ****					\$24,014.26
GENERAL FUND Total ***					\$206,472.89

FUND 101**CITY STREETS****Division:**

401

STREETS MAINTENANCE

AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$4.43)
				287243288881 CORRECTIONS	(\$22.13)
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$80.88
CITY OF RICHLAND		13-363 PARDINI	206877	NWPMA CONF/VANCOUVER/PARDINI	\$681.00
		13-364 DIENER		NWPMA CONF/VANCOUVER/DIENER	\$681.00
CURB CREATIONS CONCRETE SENSATIONS LLC	S015341	1065	206751	INSTALL 4' X 6' MOWER EDGE CUR	\$379.05
FRONTIER	S015380	10/13-206-1882614	206770	TELEPHONE CHARGE 10/19/13-11/1	\$59.22
	S015380			TELEPHONE CHARGE 10/19/13-11/1	\$26.21
		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$1.15)
GRIGGS DEPARTMENT STORE		327200	206774	ANTIFREEZE/ADAPTER	\$33.59
HERTZ EQUIPMENT RENTAL CORP		27108208-001	206780	LIQUID PROPANE	\$14.26
		27119369-001		LIQUID PROPANE	\$106.73
		27123486-001	206963	LIQUID PROPANE	\$28.09
RENZ, JOE		102513	206903	RENZ-CDL ENDORSEMENT FEE	\$85.00
RICHLAND ACE HARDWARE		206605	206830	HAND-HELD SPRAYER	\$10.82
		206620		VELCRO TAPE/FELT STRIP	\$25.75
RODDA PAINT CO		65027959	206992	LINELAZER TIP	\$34.68
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$22.48
STREETS MAINTENANCE TOTAL ****					\$2,241.05

Division:

402

ARTERIAL STREETS

AMERICAN ROCK PRODUCTS INC		193669	206710	CONCRETE	\$501.86
		193766		TOP COURSE	\$89.30
		193834		CONCRETE	\$552.33
		194172		TOP COURSE	\$111.97
		194321		CONCRETE	\$512.26
		194403		TOP COURSE	\$112.64
		194510		CONCRETE	\$414.25
APOLLO INC	P052237	C22-13/PYMT 8	206916	HANFORD REACH INTERPRETIVE CEN	\$552,264.52
ARROW CONSTRUCTION SUPPLY INC	S015339	130250	206917	TACTILE WARNING TILES, ADA	\$1,039.68
DAVID EVANS & ASSOCIATES INC	P052005	336805	206753	C/O #1 PROVIDES THE SCOPE	\$1,258.62



City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FOSTER PEPPER PLLC	P053337	1053650	206951	CENTER PARKWAY-LEGAL SERVICES	\$15,499.83
GOODMAN & MEHLENBACHER	P052518	C33-13/PYMT 6	206956	2013 STEVENS DRIVE OVERLAY -	\$1,144.60
INLAND ASPHALT CO		32-1884936	206789	ASPHALT	\$60.65
		32-1887457		ASPHALT	\$365.71
POW CONTRACTING	P052374	C31-13/PYMT 4	206989	CO #1 ROADWAY OVERLAY OF FOWLE	\$1,647.30
TAPANI UNDERGROUND INC	P052735	C55-13/PYMT 5	207003	ENGLEWOOD DR EXTENSION & TAPTE	\$2,145.25
	P052735			CO #2B DOG PARK FENCE MODIFICA	\$1,410.00
	P052735			CO #1 INSTALL 24" WIDE GRAVE	\$7,960.00
	P052735			CO #3 OVERAGE OF CONTRACT ITEM	\$2,573.25
ARTERIAL STREETS TOTAL ****					\$589,664.02
CITY STREETS Total ***					\$591,905.07
FUND 110	LIBRARY				
Division:	303	LIBRARY			
CASCADE NATURAL GAS CORP		10/13-61897100006	206730	NATURAL GAS-LIBRARY 9/19-10/17	\$227.45
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$6.93)
PERFECTION GLASS		9936407199	206821	ADA DOOR CLOSER REPAIR	\$151.62
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$97.70
UNIVERSITY OF WISCONSIN-MADISON		2333775	206854	INTERLIBRARY LOAN 572210-5117	\$20.00
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$136.94
LIBRARY TOTAL ****					\$626.78
LIBRARY Total ***					\$626.78
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$14.92)
				287243288881 CORRECTIONS	(\$131.81)
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$140.61
BENTON FRANKLIN COUNCIL OF GOVERNMENTS		TCRPF8-8	206923	TC REGIONAL PFD 2013-3	\$22,000.00
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$1.15)
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$8.50
RGW ENTERPRISES PC	P052432	9/13-GENERAL	206829	2013 EXTEND CONTRACT SERVICES	\$7,465.70
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$25.04
ECONOMIC DEVELOPMENT TOTAL ****					\$29,491.97
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
HOME DEPOT CREDIT SERVICES	S015375	6100500	206784	10' EMT RETURNED	(\$88.70)
	S015375	6100501		10' EMT RETURNED	(\$92.51)
	S015375	6100502		10' EMT RETURNED	(\$83.64)
MACKAY & SPOSITO INC		019466	206802	15638 CPPS TRACTS D&E-SEPT	\$4,627.50



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PERMIT SURVEYING INC		12023-3.INV	206822	HORN RAPIDS RAIL-RIGHT OF WAY	\$480.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$4,842.65
INDUSTRIAL DEVELOPMENT FUND Total ***					\$34,334.62
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	308	CDBG PROGRAM			
ELIJAH FAMILY HOMES		3	206882	C97-13 CDBG GRANT	\$7,175.87
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$0.29)
				TELEPHONE CHRGS 10/22-11/21/13	(\$0.29)
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$62.56
TRI CITY TITLE & ESCROW		DPA13-09	206848	CDBG DPA LIGHTFOOT/912 SNOW	\$9,000.00
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$5.90
				TELEPHONE CHRGS 10/23-11/22/13	\$5.62
CDBG PROGRAM TOTAL ****					\$16,249.37
COMMUNITY DEV BLOCK GRANT Total ***					\$16,249.37
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
CITY OF KENNEWICK		3RD QTR 2013	206931	HOME-DPA-ADMIN 7/1-9/30/13	\$664.67
				HOME-DPA-ADMIN 7/1-9/30/13	\$45,317.08
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$0.29)
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$5.90
HOME PROGRAM TOTAL ****					\$45,987.36
HOME FUND Total ***					\$45,987.36
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
AMERICAN ROCK PRODUCTS INC		194012	206912	TOP COURSE GRAVEL	\$1,375.26
BEAVER BARK & ROCK		C771	206920	CREDIT-CONCRETE	(\$15.00)
		C785		CREDIT-CONCRETE TRAILER	(\$15.00)
CENTRAL PRE-MIX CONCRETE CO		16-1887333	206732	5/8" TOP COURSE	\$913.39
ENVIRONMENTAL ASSESSMENT SERVICES LLC	P053109	2013-119	206761	CONSULTANT AGREEMENT FOR COLUM	\$2,822.15
FASTENAL COMPANY		WARIC40868	206765	TAMPER PROOF SCREWS	\$36.74
		WARIC40942		WORK GLOVES/SPANNER DRIVERS	\$39.04
HERTZ EQUIPMENT RENTAL CORP		27100806-001	206780	PLATE COMPACTER RENTAL FEE	\$171.12
MCDONALD'S & ASSOCIATES INC		091313	206897	TOP SOIL-COMMUNITY GARDEN	\$292.41
RICHLAND ACE HARDWARE		206601	206904	CAULKGUN/SCISSORS/CAULKING	\$61.64
		206602		SCREWS	\$7.57
		206604		BASTING SPOONS	\$5.39
		206607		SCREWS	\$22.73



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		206610	206904	SCREWS	\$22.73
SAGEBRUSH CONCRETE SAWING & DRILLING INC		T013-010-030	206994	CORE DRILL CONCRETE SLAB	\$162.45
SUNBELT RENTALS INC		42440387-001	207000	DRUM RIDE ON ROLLER RENTAL	\$464.52
PARKS & REC PROJECTS TOTAL ****					\$6,367.14
PARK PROJECT CONSTRUCTION Total ***					\$6,367.14
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	S015295	3627-529467	206937	UNISTRUT BRACKET 24"	\$2,111.85
	P053266	3627529997-530113		CONDUCTOR, CU, 4/0 19 STR BARE	\$4,590.84
	P053275	3627-530009		WIRE,CU,BLDG #6 STR,THHN,BLACK	\$238.26
HD SUPPLY POWER SOLUTIONS LTD	P053149	2360324-03	206962	PIN, POLE TOP, 3 HOLE, 18" L,	\$421.72
	P053149	2360324-04		STAPLES COPPERWELD,ROLLED PT,	\$1,083.00
	P053218	2376981-02		SLEEVE INSULATED, #6-#2,	\$40.07
	P053218			SLEEVE,INSULATED, #6 STRANDED,	\$36.82
	P053218			SLEEVE ACSR JUMPER, 4/0,	\$274.00
	S015331	2388891-00	206779	INSULATOR PIN, CLASS 55-3, SKY	\$1,364.58
	P053264	2390827	206962	CABLE, SEC,OH TRIPLEX, 1/0 AL,	\$2,807.14
	P053264			CABLE, SEC, UG 500 AL MCM USE/	\$7,147.80
	P053264			CABLE, SEC, UG TRIPLEX 350 AL	\$22,851.30
	P053264	2390827-00		CABLE, SEC, UG TRIPLEX, 4/0 AL	\$19,407.36
HORIZON DISTRIBUTION INC	P053314	769664	206785	ALCOHOL SOLVENT, DENATURED,	\$121.64
PLATT ELECTRIC SUPPLY INC	S015378	B042776	206902	DISCOUNT	(\$49.77)
	S015378			CABLE, SEC,OH QUAD, 4/0 AL,	\$2,859.12
WESCO DISTRIBUTION INC	P053191	478286	206861	CONN,DIST. 336.4-4/0 AL TO AL	\$3,945.64
	P053243	479607	207020	ADJUST FOR TAX	(\$0.01)
	P053243			COVER, DIST CONNECTOR, RICHARD	\$88.81
	P053243			CONN,BRONZE, VISE RICHARDS VC10	\$1,662.41
TOTAL ****					\$71,002.58
Division:	501 BUSINESS SERVICES				
AT&T WIRELESS		9/13-287243288881	206717	ACCT#287243288881 MASTER BILL	\$26.74
FEDERAL EXPRESS CORP		2-445-06002	206949	SHIP PKGS TO BPA/SAFETY HEALTH	\$11.29
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$2.31)
HD SUPPLY POWER SOLUTIONS LTD	S015305	2381904-00	206962	ESTEX FR REFLECTIVE VEST	\$1,263.86
	S015305			ESTEX FR REFLECTIVE VEST	\$278.11
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$43.38
UNITED PARCEL SERVICE	S015377	000986641423	206853	GROUND PKG TO WONDERWARE PACWE	\$8.70
	S015377			GROUND PKG TO WEIDMANN FOR SYS	\$9.01
	S015377			GROUND PKG TO ITRON FOR SYSTEM	\$11.04
VERIZON WIRELESS	P052155	9713479740	207014	WIRELESS DATACARD-R.HAMMOND	\$40.01



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From: 10/28/2013 To: 11/8/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$50.00
BUSINESS SERVICES TOTAL****					\$1,739.83
Division: 502 ELECTRICAL ENGINEERING					
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	\$8.91
				287243288881 CORRECTIONS	\$26.04
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$145.20
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$4.32)
WA STATE DEPT OF TRANSPORTATION		SR182MP.20	206857	UTILITY PERMIT SR182/CROSSING	\$150.00
		SR82MP104.43		FRANCHISE-SR82/DALLAS	\$500.00
		SR82MP106.13		FRANCHISE-SR82/CONDUIT	\$500.00
		SR82MP106.18		UTILITY PERMIT SR82/CROSSING	\$150.00
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$93.92
ELECTRICAL ENGINEERING TOTAL****					\$1,569.75
Division: 503 POWER OPERATIONS					
AMERICAN ROCK PRODUCTS INC		193767	206710	MIXER DELIVERY 5/8 MINUS	\$758.28
		193835		MIXER DELIVERY 5/8 MINUS	\$1,516.20
		194667	206912	TOP COURSE-SAINT & DAVISON	\$83.44
		194668		5/8 MINUS-SAINT & DAVISON	\$1,516.29
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$14.67)
				287243288881 CORRECTIONS	\$29.43
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$295.89
CITY OF RICHLAND		13-423 LEIP	206932	E/W SUPER MTG/TACOMA/LEIP	\$292.97
DGR GRANT CONSTRUCTION INC	P049926	C93-11/PYMT 3	206942	UTILITY CONDUIT AND VAULT PROJ	\$4,309.49
FRONTIER	S015380	10/13-206-1882614	206770	TELEPHONE CHARGE 10/19/13-11/1	\$152.50
		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$5.78)
GENERAL PACIFIC INC	S015348	1212504	206954	BUSHING EXTENDER, ELASTIMOLD	\$324.90
	S015348	1212994		BUSHING EXTENDER, ELASTIMOLD	\$144.15
	S015348			FREIGHT	\$7.62
GRAINGER	S015379	9266336990	206886	SOCKET, 3/8DR ITEM #1AL01	\$50.89
HD FOWLER COMPANY INC		13504804	206961	GALLON CANS/SWAB DAUBERS	\$54.64
HI-LINE HOLDING COMPANY LLC DBA	S015332	1/C81870	206781	FREIGHT	\$10.17
	S015332			HANDLINE SNAP #KL470	\$169.32
	S015342	1/C86410		PULLING GRIP FOR 1/0, 1.00-1.4	\$423.63
	S015342			FREIGHT	\$13.64
HJ ARNETT INDUSTRIES LLC	S015313	INV30885	206783	FREIGHT	\$24.99
	S015313			REPAIR OF SIX (6) HOT STICKS	\$133.50
INLAND ASPHALT CO		32-1887457	206789	ASPHALT	\$433.63
		32-1887978		ASPHALT	\$192.86
NATIONAL ARBOR DAY FOUNDATION		2014 TREE LINE	206815	TREE LINE USA 2014 RENEWAL	\$75.00
NORTHPOINT ELECTRICAL CONTRACTING INC	P053095	C91-13/PYMT 3	206982	300 AREA ELECTRICAL SERVICE	\$473,927.61



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OSMOSE UTILITIES SERVICES INC	S015005	7UB-0129943	206818	POLE TESTING CONTRACT 12-90 MO	\$395.55
	S015005			C/O #1 ISSUED FOR ADDITIONAL F	\$2,005.44
SAGEBRUSH CONCRETE SAWING & DRILLING INC		T013-010-015	206994	DEEP CONCRETE SLAB SAW	\$162.45
		T013-010-024	206833	DEEP CONCRETE SLAB SAW	\$619.41
TYNDALE ENTERPRISES INC	P052157	683587	206852	FIRE RETARDANT CLOTHING-2013	\$2,609.65
UNITED PARCEL SERVICE	S015377	000986641423	206853	NDA CHARGES FOR PKG FROM FASTE	\$99.90
	S015391	000986641433	207011	NDA PKG FROM HUGHES BROS FOR P	\$191.20
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$113.63
POWER OPERATIONS TOTAL ****					\$491,117.82
Division:	504	SYSTEMS DIVISION			
ABB INC	P053159	7102083870	206910	UPDATED MOTOR DRIVE ASSEMBLY -	\$13,952.29
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$9.75)
				287243288881 CORRECTIONS	\$6.42
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$259.11
CITY OF RICHLAND		13-431 WHITNEY	206932	IEE TECH CONF/SEATTLE/WHITNEY	\$582.84
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$5.49)
HD SUPPLY POWER SOLUTIONS LTD	P053270	2390718-00	206962	Brooks ringless lockout	\$735.36
KONECRANES INC	P053031	SPO00828360/8361	206895	COFFING/CMH MT400035-3 16' SIN	\$194.94
	P053031			DEMAG/CMH FDH32H12KNI4-1F10	\$259.92
	P053031			delete line item STO-AWAY 9796	\$194.94
LIGHTNING ELIMINATORS & CONSULTANTS INC	P053268	0003069-IN	206800	FREIGHT	\$144.48
	P053268			Chem-rod Recharge Kit, LEC, In	\$450.00
PLATT ELECTRIC SUPPLY INC		5937581	206987	CIRCUIT METER ENCLOSURE	\$449.55
RICHLAND ACE HARDWARE		206549	206830	BUCKETS W/MOP WRINGERS	\$114.78
		38422		BUCKET W/MOP WRINGER	\$43.31
TAPANI UNDERGROUND INC	P052735	C55-13/PYMT 5	207003	ENGLEWOOD DR EXTENSION & TAPTE	\$645.63
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$108.68
SYSTEMS DIVISION TOTAL ****					\$18,127.01
Division:	505	ENERGY POLICY MGMT			
AREVA NP INC		ES-11128-FY2014	206716	HEPEM 3YR 2013-REBATE	\$6,456.93
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$23.33)
BENTON PUD		10/13-3287762373	206924	ELEC SRVC AGREEMENT C129-05	\$563.56
CENTRAL PRE-MIX CONCRETE CO		ES-11128-FY2014	206733	DEWATERING PUMPS REBATE	\$20,632.14
CITY OF RICHLAND		13-395 HAMMOND	206932	EPDF COURSE/CHICAGO/HAMMOND	\$643.28
		910510 WINDOWS	206737	160 OGDEN-REBATE-WINDOWS	\$2,397.00
DAYCO HEATING & AIR		37811	206754	1708 DARBY-REBATE-HEATPUMP	\$500.00
		37895	206938	2329 SNOHOMISH-REBATE-HP/PTCS	\$1,400.00
DELTA HEATING & COOLING INC		21722	206755	2204 CONCORD-REBATE-HEAT PUMP	\$1,000.00
		21772	206940	410 ROBERT-REBATE-HP/PTCS	\$1,500.00
		21781		2129 CRESTVIEW-REBATE-HP/PTCS	\$1,400.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ENERGY NORTHWEST		ES-11128-FY14-003	206945	305 HILL-COMM LIGHTING REBATE	\$800.00
FLUID MARKET STRATEGIES INC	P052391	11819	206950	PROJECT ORDER-01 UNDER TERMS O	\$160.00
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$2.02)
GLASS NOOK INC		60428	206772	321 GW WAY-REBATE-WINDOWS	\$264.00
		60570	206955	1608 DAVISON-REBATE-WINDOWS	\$1,280.46
		60579		2148 HOXIE-REBATE-WINDOWS	\$98.52
IWI INC		60126	206964	602 WRIGHT-REBATE-PTCS	\$400.00
JACOBS & RHODES INC		109323	206965	1629 HORN-REBATE-HEAT PUMP	\$1,000.00
PERFECTION GLASS		9936403706	206821	810 WILLARD-REBATE-WINDOWS	\$499.74
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$234.80
TALON SYSTEMS INC DBA		4133	206842	2006 HARRIS-REBATE-PTCS	\$400.00
VERIZON WIRELESS	P052155	9713479740	207014	WIRELESS DATACARD-S.EDGEMON	\$40.01
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$49.46
ENERGY POLICY MGMT TOTAL ****					\$41,694.55
Division:	506	TECHNICAL SERVICES			
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$2.00)
				287243288881 CORRECTIONS	\$7.56
				287243288881 CORRECTIONS	(\$16.44)
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$137.87
TECHNICAL SERVICES TOTAL ****					\$126.99
ELECTRIC UTILITY FUND Total ***					\$625,378.53
FUND	402	WATER UTILITY FUND			
Division:	000				
HD FOWLER COMPANY INC	P053219	I3504143	206961	INSERT FOR 2" CTS PE TUBING,	\$66.71
	P053219			COUP MIP X GALV PKJNT, 1-1/4"	\$247.01
	P053219			COUPLING CTS QUICK JOINT, 3/4"	\$209.24
	P053219			COUP MIP X CTS QUICK JNT, 1"	\$195.74
	P053219			COUP CTS PCK JNT, 1" X 1-1/4"	\$195.72
	P053219			COUP FIP X CTS PACK JNT 1-1/2"	\$247.19
	P053219			VALVE CURB STOP 1-1/2"CTS PACK	\$188.33
	P053219			FREIGHT	\$27.08
	P053219			COUP FIP X CTS PACK JOINT, 2"	\$176.58
	P053219			COUPLING GALV PCK JOINT 1-1/4"	\$152.05
	P053219			ADJUST SALES TAX	\$0.02
	P053219			VALVE CORP STOP 2" MIP X CTS	\$562.01
	P053219			ANGLE BALL METER VALVE 1",	\$9,538.41
	P053219			ELBOW CTS PACK JOINT, 2"	\$2,338.47
	P053219			COUP MIP X CTS PACK JOINT, 2"	\$1,573.51
	P053219			METER,ADAPTER 3/4" X 1" METER	\$1,448.27



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HD FOWLER COMPANY INC	P053219	I3504143	206961	VALVE CURB STOP, 1" CTS QUICK	\$631.69
	P053219			INSERT FOR 1-1/2 CTS PE TUBING	\$41.70
	P053219			COUPLING CTS QUICK JOINT, 1"	\$503.27
	P053219			ELBOW MIP X CTS PACK JNT, 2"	\$361.33
	P053219			COUP MIP X GALV PKJNT, 2"	\$346.93
	P053219			ANGLE VALVE 2" METER X FIP W/L	\$332.72
	P053219			VALVE CURB STOP, 1" FIPT,	\$317.97
	P053219			VALVE CURB STOP, 2" CTS PACK	\$1,065.02
TOTAL ****					\$20,766.97
Division:	410	WATER CAPITAL PROJECTS			
ALLSTAR CONSTRUCTION GROUP INC	P052087	C149-12/RETAINAGE	206869	C/O #2 ADD FACILITY PROTECTION	\$2,585.54
	P052087			HORN RAPIDS IRRIGATION ELECTRI	\$16,444.77
BRANOM INSTRUMENT CO	S015266	514395.3	206724	DIN RAIL MOUNTING BRACKET FOR	\$25.99
	S015266			ADJUST TAX	(\$0.01)
	S015266			ETHERNET DATA RADIO, 900MHz, 1	\$4,516.11
	S015266			DIN RAIL MOUNT POWER SUPPLY,	\$623.81
	S015266			PASSIVE LOOP POWERED ISOLATOR,	\$1,910.41
	S015266			FREIGHT	\$98.74
	S015266			SURGE SUPPRESSOR, N-TYPE, DC	\$129.96
	S015266			RADIO TO SURGE ARRESTOR CABLE,	\$259.92
	S015266			UNMANAGED 4-PORT ETHERNET SWIT	\$814.42
	S015266			MEDIA CONVERTER, ETHERNET/FIBE	\$317.32
	S015266			DIN RAIL MOUNT POWER SUPPLY,	\$649.80
	S015266			FIBERGLASS OMNI ANTENNA, 6 DBI	\$384.47
	S015266			MANAGED 8-PORT ETHERNET SWITCH	\$648.72
COLUMBIA ELECTRIC SUPPLY	S015259	5858-701434	206935	4 CH ANALOG INPUT CARD, CATALO	\$1,469.20
	S015259			16PT ML1100 CONTROL, CATALOG	\$2,325.37
	S015259			8PT DC INPUT CARD, CATALOG	\$640.70
GOODMAN & MEHLENBACHER	P052518	C33-13/PYMT 6	206956	STEVENS-MAHAN WATER MAIN	\$80,489.96
TAPANI UNDERGROUND INC	P052735	C55-13/PYMT 5	207003	CO #2A CREDIT FOR REDUCED WATE	(\$104.33)
WATER CAPITAL PROJECTS TOTAL ****					\$114,230.87
Division:	412	WATER OPERATIONS			
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$6.05)
				287243288881 CORRECTIONS	(\$2.99)
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$83.10
CASCADE NATURAL GAS CORP		10/13-28638100009	206875	NAT GAS 110 SAINT 9/19-10/17	\$18.02
COLUMBIA ELECTRIC SUPPLY	S015297	5858-703981	206744	TECHCONNECT SUPPORT RENEWAL-	\$590.24
	S015297			TECHCONNECT SUPPORT RENEWAL- H	\$299.72
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$2.88)
KONECRANES INC	P053031	SPO00828360/8361	206895	EWRH EC 20085 YALE LC2DLC2D255	\$162.45



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$11.78
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$56.85
WATER OPERATIONS TOTAL ****					\$1,210.24
Division:	413	WATER MAINTENANCE			
AGRICULTURE MANAGEMENT LLC	P052258	C143-12/PYMT 10	206708	CHANGED CODING: HORN RAPIDS	\$6,818.18
AMERICAN ROCK PRODUCTS INC		193578	206710	TOP COURSE	\$127.66
ANOVAWORKS		21610	206714	PHYSICAL-DOT EXAM	\$79.00
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$25.32)
				287243288881 CORRECTIONS	\$10.15
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$197.98
BEAVER BARK & ROCK		582245	206720	SOD-6 ROLLS	\$24.37
		C722	206920	CREDIT-CONCRETE	(\$22.62)
FASTENAL COMPANY		WARIC40873	206765	SCREWS	\$8.40
		WARIC41006	206947	DRIVER	\$16.84
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$0.86)
GRAINGER	S015379	9260533949	206886	COOLER, WIRE RACK ITEM #3ZC49	\$126.49
	S015379	9265235649		HORIZONTAL E-TRACK ITEM #4HXC4	\$56.69
HOME DEPOT CREDIT SERVICES	S015375	8034005	206784	COLD PATCH	\$27.02
INLAND ASPHALT CO		32-1884936	206789	ASPHALT	\$183.15
		32-1887457		ASPHALT	\$60.65
KONECRANES INC	P053031	SPO00828360/8361	206895	HARRINGTON NER030LD-13, 3 TON	\$194.94
	P053031			LIFTMORE 3200, SHOP TRUCK HOIS	\$194.94
	P053031			RKI 3200, SHOP TRUCK HOIST,	\$194.94
	P053031			COFFING/CMH MT40035-3, 12' SIN	\$194.94
MONARCH MACHINE & TOOL CO INC		A167125	206811	ALUMINUM DIAMOND PLATES	\$540.65
PRO BUILD COMPANY LLC		71440313	206827	VISQUEEN	\$119.12
		71440348		WOOD STAKES	\$31.40
RICHLAND ACE HARDWARE		38459	206830	BATTERY	\$2.70
TACOMA SCREW PRODUCTS INC		22084320	206841	DEEP SOCKET SCREWS	\$12.13
UNITED PARCEL SERVICE	S015377	000986641423	206853	GROUND PKG TO DEPT OF L & I FO	\$7.24
	S015391	000986641433	207011	GROUND PKG TO DEPT OF L & I FO	\$7.24
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$17.93
WATER MAINTENANCE TOTAL ****					\$9,205.95
WATER UTILITY FUND Total ***					\$145,414.03
FUND	403	WASTEWATER UTILITY FUND			
Division:	421	SEWER CAPITAL PROJECTS			
COLUMBIA ELECTRIC SUPPLY	P053282	5858-704333	206935	30VDC 20PIN 16PT INPUT, CATALO	\$814.42
	P053282			INTF MDLE, CATALOG #1492-IFM20	\$306.38
	P053282			TWAS/BELT PRESS FEED PUMP- 36P	\$2,425.92



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COLUMBIA ELECTRIC SUPPLY	P053282	5858-704333	206935	MODULE INTERFACE CATALOG	\$144.45
GRAINGER	S015379	9257675869	206886	COUPLING ITEM #3ZN50	\$93.20
PASCO MACHINE COMPANY INC		68699	206820	MACHINE WORK-RIGID COUPLERS	\$81.45
POW CONTRACTING	P052374	C31-13/PYMT 4	206989	C/O #3A FOR OVERAGE OF CONTRA	\$19,852.19
TACOMA SCREW PRODUCTS INC		22084596	207002	DRILL BITS	\$20.49
SEWER CAPITAL PROJECTS TOTAL ****					\$23,738.50
Division:	422	SEWER OPERATIONS			
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	\$1.46
				287243288881 CORRECTIONS	\$2.32
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$64.92
COLUMBIA ELECTRIC SUPPLY	S015297	5858-703981	206744	TECHCONNECT SUPPORT RENEWAL- H	\$299.72
	S015297			TECHCONNECT SUPPORT RENEWAL-	\$590.23
COMPLETE PEST PREVENTION INC	P052540	23720	206936	MONTHLY INSECT & RODENT CONTRO	\$36.10
	P052540	23721		3X A YEAR SPRAY SERVICE FOR	\$63.17
EAKINS, JENNIFER		101013	206759	EAKINS-CDL ENDORSEMENT FEE	\$85.00
FRONTIER	S015380	10/13-206-1882614	206770	TELEPHONE CHARGE 10/19/13-11/1	\$133.44
		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	\$33.77
GRAINGER	S015379	9265215344	206886	RAIN JACKET ITEM #5KU43	\$67.14
GRAY & OSBORNE INC		13051.00-1	206959	UPDATE ON-LINE O&M MANUAL	\$347.76
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$30.99
QUALITY CONTROL SERVICES INC	P053105	35191	206828	CLEAN AND SERVICE AO 1-10	\$85.00
	P053105			CLEAN AND SERVICE METTLER H72	\$95.00
	P053105			CLEAN AND SERVICE METTLER AT20	\$95.00
TACOMA SCREW PRODUCTS INC		22084561	207002	BALL WRENCHES	\$23.54
		22084596		T HANDLE HEX KEY SET	\$49.35
UNITED PARCEL SERVICE	S015391	000986641433	207011	GROUND PKG TO COL ANALYTICAL F	\$23.38
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$92.03
SEWER OPERATIONS TOTAL ****					\$2,219.32
Division:	423	SEWER MAINTENANCE			
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	\$17.33
				287243288881 CORRECTIONS	(\$3.14)
				287243288881 CORRECTIONS	\$2.40
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$130.61
CENTRAL HOSE & FITTINGS INC		375733	206731	HOSE FOR COMPOST	\$8.13
COLE DRAINS INC		4373	206743	CLEAR ROOF DRAIN-707 PARKWAY	\$379.05
COMPLETE PEST PREVENTION INC	P052540	23720	206936	MONTHLY INSECT & RODENT CONTRO	\$36.10
	P052540	23721		3X A YEAR SPRAY SERVICE FOR	\$63.17
FASTENERS INC		S3755520.001	206766	CAP SCREWS/STARTER FLUID	\$120.95
FERGUSON ENTERPRISES INC		1241528	206767	CHANNEL NUTS/CLEVIS HANGERS	\$19.81
GARRISON'S HOME APPLIANCE CENTER		KS00022082	206953	DISHWASHER PLUS INSTALL FEE	\$774.23



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VL-1 Voucher Listing

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	S015379	9262930606	206886	PLUP-IN CFL ITEM #1PGY6	\$72.88
JT AUTOMOTIVE PARTS INC DBA		295804	206891	SAE 30W OIL	\$15.21
KONECRANES INC	P053031	SPO00828360/8361	206895	ROBBINS & MYERS X2-5-18MPS	\$259.92
	P053031			7 EWRH-BEEBEE DB-2-24, HOIST	\$162.45
	P053031			4 ROBBINS & MYERS S2-3-5QM14S	\$162.45
	P053031			5 CHESTER 58 WATER, EC-4008-3	\$162.45
	P053031			2 ROBBINS & MYERS S1-18M7S H	\$259.92
	P053031			ROBBINS & MYERS, HOIST TYPE,	\$259.92
	P053031			IH POLE CAT MH306176, BOOM TRU	\$194.94
	P053031			6 COFFING EC-4008-3, INFLUENT	\$162.45
MCKENNA VIDEO SERVICES	S014915	10003074	206806	WASTEWATER TAPE CONVERSION PER	\$347.38
TACOMA SCREW PRODUCTS INC		22084250	206841	SCREW ANCHOR SHACKLES	\$102.91
		22084254		SOCKET/LOCK NUT FOR CAMERA	\$10.35
		22084653	207002	TAPER PINS/WD 40 SPRAY	\$23.58
		22084815		PIPE TAP/FITTING	\$26.59
TWIN CITY METALS INC		79168	206851	ALUMINUM PLATES FOR COMPUTERS	\$121.01
UNITED PARCEL SERVICE	S015377	000986641423	206853	GROUND PKG TO OWEN EQUIPMENT F	\$102.09
	S015377			ADDITIONAL HANDLING CHARGES FO	\$8.50
	S015377			GROUND PKG TO MCKENNA VIDEO FO	\$11.49
VERIZON WIRELESS		9713482026	207014	MOBILE BROADBAND 10/20-11/19	\$40.01
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$1.33

SEWER MAINTENANCE TOTAL ****

\$4,056.47

WASTEWATER UTILITY FUND Total ***

\$30,014.29

FUND 404

SOLID WASTE UTILITY FUND

Division:

432

SOLID WASTE COLLECTION

AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$6.39)
				287243288881 CORRECTIONS	(\$26.78)
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$112.41
CLAYTON WARD COMPANY	P052312	6623001	206934	DROP-BOX RECYLCING SERVICE AT	\$7,000.00
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$0.86)
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	(\$38.18)
RICHLAND ACE HARDWARE		206561	206830	EXTENSION CORDS	\$61.70
		38657		SEAL TAPE/BUSHING	\$4.42
		38667		HEX BUSHING/COUPLER	\$19.79
		38693	206904	SHELF LINER PAPER	\$4.86
		38709		PIPE INSULATION/HEAT-DUCT TAPE	\$79.54
STEEBER'S LOCK SERVICE		2100	206999	DUPLICATE KEYS (5)	\$13.48
VERIZON WIRELESS		9713526474	207014	MOBILE BROADBAND 10/20-11/19	\$200.05
		9713526475		MOBILE BROADBAND 10/20-11/19	\$200.05
		9713526476		MOBILE BROADBAND 10/20-11/19	\$200.07



City Of Richland

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From: 10/28/2013 To: 11/8/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS		9713526477	207014	MOBILE BROADBAND 10/20-11/19	\$40.01
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$19.45
SOLID WASTE COLLECTION TOTAL ****					\$7,883.62
Division:	433	SOLID WASTE DISPOSAL			
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	\$49.94
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$28.98
FRONTIER	S015380	10/13-206-1882614	206770	TELEPHONE CHARGE 10/19/13-11/1	\$147.19
		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$2.02)
TESTAMERICA LABORATORIES INC	P052290	58077741	207004	2013 LANDFILL ENVIRONMENTAL	\$540.00
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$39.76
SOLID WASTE DISPOSAL TOTAL ****					\$803.85
SOLID WASTE UTILITY FUND Total ***					\$8,687.47
FUND	405	STORMWATER UTILITY FUND			
Division:	441	STORMWATER			
AMERICAN ROCK PRODUCTS INC		193833	206710	TOP COURSE GRAVEL	\$245.33
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	\$0.93
				287243288881 CORRECTIONS	(\$0.93)
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$11.87
COMPLETE PEST PREVENTION INC	P052540	23720	206936	MONTHLY INSECT & RODENT CONTRO	\$36.10
	P052540	23721		3X A YEAR SPRAY SERVICE FOR	\$63.19
PRO BUILD COMPANY LLC		71440605	206990	PLYWOOD FOR MH FRAMES	\$29.49
STORMWATER TOTAL ****					\$385.98
STORMWATER UTILITY FUND Total ***					\$385.98
FUND	407	MEDICAL SERVICES FUND			
Division:	121	AMBULANCE			
GOULD, ZACH		13-450 GOULD	206957	PRE-BUILD MTG/CHEHALIS/GOULD	\$140.18
NEXTEL COMMUNICATIONS		891160522-116	206900	CELL PHONES 9/18-10/17/13	\$36.04
SPRINT		147658811-071	206837	LIFEPAKS-CARD DATA 9/15-10/14	\$151.24
TRI CITIES CHAPLAINCY		4TH QTR 2013	207009	CHAPLAIN SRVCS-4TH QTR 2013	\$1,275.00
VERIZON WIRELESS		9713489501	207014	MDT WIRELESS CHRGS 10/20-11/19	\$224.06
VIDACARE CORPORATION	P053293	102444	207015	ESTIMATED SHIPPING	\$8.54
	P053293			#9001, EZ-IO 25MM NEEDLE SETS	\$1,040.00
WROOLIE, MICHAEL		13-451 WROOLIE	207027	PRE-BUILD MTG/CHEHALIS/WROOLIE	\$125.20
AMBULANCE TOTAL ****					\$3,000.26
MEDICAL SERVICES FUND Total ***					\$3,000.26
FUND	408	BROADBAND FUND			
Division:	460	BROADBAND ADMINISTRATION			



City Of Richland

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From: 10/28/2013 To: 11/8/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PARAMOUNT COMMUNICATIONS INC	P053094	30029	206984	PARAMOUNT COMMUNICATIONS, GESA	\$4,804.19
	P053089	30030		Paramount Communications - Ges	\$5,213.56
BROADBAND ADMINISTRATION TOTAL ****					\$10,017.75
BROADBAND FUND Total ***					\$10,017.75
FUND 501	CENTRAL STORES FUND				
Division:	000				
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P053221	3627325871-529588	206937	LAMP, FLR 75W, 96" 1PIN T12,	\$48.57
	P053221			LAMP, FLR 86W, 96" DC T8	\$222.75
	P053221			ADJUST SALES TAX	\$0.01
	P053221			LAMP, FLR, 5W, 4"BIPIN PLUGIN	\$20.14
	P053221			FLASHLIGHT POCKET AAA BATTERY	\$171.29
	P053221			LAMP, FLR, 36W 4 PIN, 16"	\$48.84
	P053221			LAMP, FLR 34W,48" BIPIN T12,	\$152.70
GRAINGER	S015334	9264810467	206773	TOILET SEAT COVER, 1/2 FOLD	\$116.80
	P053312	9271949704	206958	HANDLE BROOM, TAPERED, 1 1/8"	\$15.14
	P053312			HAND SANITIZER, REFILL 1200ML	\$154.22
	P053312			TOILET SEAT COVER, 1/2 FOLD	\$155.74
	P053312			BATTERY AA ALKALINE, 24PK	\$208.59
	P053312			MOP, HEAD, FINISH MOP, 4-PLY	\$271.75
	P053312			CLEANER DEGREASER, CRC LECTRA	\$344.13
	P053312			BATTERY AAA ALKALINE 24/PK,	\$69.27
	P053312			HANDLE MOP, 60", SIDE GATE	\$69.23
	P053312			BATTERY 9V ALKALINE,12PK,72/CS	\$79.08
	P053312			LUBRICANT, WD-40, 16 OZ CAN,	\$61.21
	P053312			BRUSH, CARWASH, 9" BLOCK,	\$8.97
	P053312			INSECTICIDE, CRAWLING INSECTS,	\$36.26
	P053312			HANDLE BROOM, THREADED, 15/16"	\$14.56
	P053312			ADJUST SALES TAX	(\$0.03)
	P053312			BRUSH TOILET BOWL CURVED HEAD,	\$6.50
	P053312			FUNNEL 16-OZ. PLASTIC, TOLCO	\$6.28
	P053312			BROOM, CORN, LARGE HEAVY DUTY	\$5.82
	P053312			HAND SANITIZER, DISPENSER	\$37.71
	P053312	9271949712		TOWELS, SCRUBS-IN-A-BUCKET	\$148.74
	P053312	9271991722		MOP, HEAD, WET MOP, BLENDED	\$207.29
	P053312	9271991730		ADJUST SALES TAX	\$0.03
	P053312			ADJUST TAX	(\$0.04)
	P053312			BUCKET PLASTIC, 10 QT MARKED,	\$26.84
	P053312			DUST PAN, STEEL, BLACK, #6,	\$11.57
HD FOWLER COMPANY INC	P053262	I3501396	206778	FREIGHT	\$27.08
	P053262			PVC THREADED NIPPLE 1/2 X 6	\$2.92



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HD FOWLER COMPANY INC	P053262	I3501396	206778	PVC COUPLING THREADED, 1/2 IN	\$3.25
	P053262			PVC ELBOW SLIP, 45 DEG, 1 IN	\$3.90
	P053262			PVC THREADED NIPPLE 3/4 X 4	\$4.33
	P053262			PVC COUPLING SLIP, 1-1/4IN	\$7.04
	P053262			PVC COUPLING SLIP, 2-1/2IN	\$10.07
	P053262			PVC CAP SLIP, 1IN	\$10.29
	P053262			PVC COUPLING SLIP, 2IN	\$11.37
	P053262			PVC ADAPTER MIPT X SLIP, 2"	\$12.18
	P053262			PVC THREADED NIPPLE 3/4 X 6	\$2.71
	P053262			PVC CAP SLIP, 2IN	\$19.49
	P053262			PVC COUPLING SLIP-FIX, 4IN	\$91.10
	P053262			PVC CAP SLIP, 4IN	\$31.30
	P053262			PIPE, PVC CL 200, 2-1/2IN	\$31.62
	P053262			STREET ELBOW 90 DEGREE, 3/4"	\$32.49
	P053262			PIPE, PVC CL 200, 1-1/2IN	\$34.66
	P053262			PVC CAP SLIP, 3IN	\$41.26
	P053262			NOZZLE, 304CV 1/2 CIRCLE,	\$71.04
	P053262			PVC COUPLING SLIP-FIX, 2-1/2IN	\$87.16
	P053262			PVC COUPLING SLIP-FIX, 3IN	\$104.23
	P053262			STREET ELBOW 90 DEGREE 1",	\$129.96
	P053262			PVC ELBOW SLIP, 45 DEG, 2 IN	\$13.48
	P053262			PVC BUSH SLP X FIPT, 1 X 1/2,	\$1.73
	P053262			PVC THREADED NIPPLE 3/4 X CLSE	\$2.17
	P053262			PVC THREADED NIPPLE 1 X CLOSE	\$1.03
	P053262			TEE, PVC RED SL X FIPT 1 X 1/2	\$2.17
HOME DEPOT CREDIT SERVICES	S015375	9014113	206784	FASTSET, PALLET FEE	\$356.03
HORIZON DISTRIBUTION INC	P053314	769664	206785	GAS CAN, OSHA 5 GALLON SAFETY,	\$36.94
	P053314			SHOVEL, ROUND POINT, 48" WOOD	\$64.79
	P053314			DISPENSER, SPRAY, PISTOL GRIP	\$36.17
	P053314			HOSE NOZZLE, PISTOL GRIP,	\$24.69
	P053314			SAW, PVC/ABS, ALUM HANDLE, 18"	\$18.25
	P053314			EYE WASH, 1 OZ, UNITIZED BOX,	\$11.48
	P053314			TAPE ,TEFLON, 1/2" X 520",	\$6.71
	P053314			KEY CHAIN RETRACTING, USA MADE	\$85.45
	P053314			CONE CUP, 4.25 OZ. ROLLED RIM,	\$88.54
	P053314			TAPE, DUCT 2" X 60YD POLY-COAT	\$169.99
	P053314			DEODORANT ROOM SPRAY, LYSOL	\$180.12
	P053314			PAD, SCOURING 9IN X 6IN,	\$39.35
INDEPENDENT AUTOMOTIVE WAREHOUSE INC	P053319	114512	206788	ARMOR ALL ORIGINAL PROTECTANT,	\$124.37
	P053319			ICE SCRAPER, WINDSHIELD, LONG	\$40.29
	P053319			ARMOR ALL MULTI-PURPOSE AUTO	\$50.03



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MARTIN BUSINESS SYSTEMS	S015337	14115	206974	ENVELOPE #10 WINDOW, COR LOGO	\$1,272.53
TOTAL ****					\$6,115.72
CENTRAL STORES FUND Total ***					\$6,115.72
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	000				
NORCO INC	P053313	12278637	206817	FIRE EXTINGUISHER,5#, ABC, DRY	\$896.22
TOTAL ****					\$896.22
Division:	214	EQUIPMENT MAINTENANCE			
A & E TOWING LLC		4267	206706	TOWING VEH 3263 WO 33964	\$201.43
		4268		TOWING VEH 2366 WO 33944	\$157.03
AMERICAN WEST CHROME INC		53896	206913	SLAVE CYL ASSY VEH 3253 33796	\$454.86
BRAUN NORTHWEST INC		15693	206725	STEP CONTROL VEH 5043 33783	\$236.64
CENTRAL HOSE & FITTINGS INC		375563	206731	HOSE VEH 3253 WO 33796	\$429.69
		375565		COMBINATION WRENCH	\$27.01
		375723		HOSE BARBS VEH 7141 WO 33690	\$6.78
COLUMBIA RIGGING CORP		22975	206746	ROPE EYE VEH 6543 WO 33892	\$16.29
COMMERCIAL TIRE INC		184102	206747	ADJUSTMENT VEH 3308 WO 33595	(\$137.66)
		185678		TIRES VEH 1106 WO 33573	\$353.12
		185683		TIRES VEH 3283 WO 33852	\$39.44
		185808		TIRES VEH 7113 WO 33857	\$259.06
		185809		TIRES VEH 3315 WO 33856	\$1,037.00
		185867		TIRES VEH 3240 WO 33855	\$709.99
		185940		TIRES VEH 3283 WO 33850	\$1,208.11
		185941		TIRES VEH 3285 WO 33859	\$997.61
		185942		TIRES VEH 3311 WO 33851	\$1,208.11
		186011		TIRES VEH 3251 WO 33880	\$3,449.47
		186044		TIRES VEH 3245 WO 33791	\$146.27
		186135		TIRES VEH 3277 WO 33899	\$290.16
		186172		TIRES VEH 3304 WO 33898	\$140.09
		186234		TIRES VEH 7113 WO 33929	\$777.17
		186235		TIRES VEH 3311 WO 33928	\$135.68
		186287		TIRES VEH 3312 WO 33927	\$42.61
		186399		TIRES VEH 3307 WO 33961	\$314.65
		186400		TIRES VEH 3237 WO 33962	\$292.54
		186401		TIRES VEH 2321 WO 33943	\$580.61
		186403		TIRES VEH 3222 WO 33963	\$48.97
		186646	206879	TIRES VEH 3175 WO 34015	\$133.34
		186647		TIRES VEH 2411 WO 33820	\$630.42
		186648		TIRES VEH 1107 WO 33905	\$176.56



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		186650	206879	TIRES VEH 2369 WO 33998	\$769.01
		186670		TIRES VEH 2385 WO 33860	\$636.25
		186673		TIRES VEH 3282 WO 34014	\$39.44
		186674		TIRES VEH 1107 WO 33938	\$176.56
		186684		TIRES VEH 2375 WO 33969	\$763.84
		186740		TIRES VEH 2369 WO 33998	\$139.52
FASTENERS INC		S3747102.001	206766	DRILL BITS/CAP SCREWS	\$125.61
		S3755723.001	206948	SCREWS/WASHERS/TIE WRAP/NUTS	\$172.11
		S3761545.001		TIE WRAP/SCREWS/WASHERS	\$91.96
FRONTIER		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$3.17)
JIM'S PACIFIC GARAGES INC		1101068	206790	MUDFLAP VEH 3175 WO 33607	\$10.49
		1102477		ROTORS VEH 3306 WO 33947	\$478.05
		1102486		SEALS VEH 3285 WO 33921	\$8.91
		1103252	206966	SWITCH VEH 3306 WO 33878	\$168.59
JT AUTOMOTIVE PARTS INC DBA		295291	206891	FILTERS VEH 2256 WO 33967	\$10.15
		295671		BRAKE PADS VEH 2321 WO 33943	\$142.93
		295707		HEADLIGHT BULB VEH 0308 33940	\$6.92
		295708		WIPER BLADES VEH 2367 33939	\$26.51
		295795		AIR FILTERS VEH 6587 WO 33996	\$36.10
		295798		RETURN CABLE	(\$16.25)
		295811		FILTERS VEH 6562 WO 33950	\$13.23
		295866		FILTERS VEH 6544 WO 33959	\$29.04
		295892		TAILGATE CABLE VEH 2343 33994	\$9.01
		295947		WIPER BLADES VEH 2375 WO 33969	\$21.42
		295990		CONNECTOR CABLE VEH 3322 33387	\$11.90
		295992		TRAILER HOOK VEH 3322 33387	\$146.37
		296040		FUSE BOX VEH 3309 WO 33876	\$30.41
		296100		OIL/BRK CLEANER VEH 3306 33947	\$124.01
		296193		CONNECTOR PLUG VEH 6238 33999	\$5.96
		296197		BATTERY VEH 3257 WO 34005	\$109.85
		296214		CORE DEPOSIT VEH 3257 34005	(\$16.25)
		296220		BATTERY VEH 3266 WO 33913	\$93.60
		296256		HEADLIGHT BULB VEH 2362 34012	\$5.22
		296260		BATTERIES VEH 6288 WO 34013	\$203.52
		296264		FILTERS VEH 6238 WO 34013	\$25.34
		296267		BATTERY VEH 3317 WO 34009	\$87.72
		296287		TAPER VEH 5032 WO 33348	\$3.24
KNUDSEN, CURTIS A		61125	206795	KING PIN PRESS/ARM PULLER	\$2,072.53
KONECRANES INC	P053031	SPO00828360/8361	206895	DEMAG/CMH OVERHEAD BRIDGE	\$324.90
	P053031			LIFTMORE 3200, Z423, SHOP SIGN	\$194.94
	P053031			EFFER 75-S2 2004 #109360 SHOP	\$194.94



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KONECRANES INC	P053031	SPO00828360/8361	206895	VENTRO ET6-KT VEHICLE #3275	\$194.94
	P053031			VENTURO, 206 SHOP TRUCK	\$194.94
	P053031			C/O #1 ISSUED TO ADD 2 TON HOI	\$162.45
	P053031			351-H JIB CRANE	\$194.94
	P053031			TRAVEL/MILEAGE MISC.	\$1,624.50
MCCURLEY CHEVROLET		296132	206805	CK OIL LEVEL VEH 3297 WO 33826	\$53.76
		297543		FUEL PUMP VEH 2348 WO 33934	\$829.33
		297633		PS PUMP VEH 2366 WO 33944	\$1,519.77
		298037	206976	LEAK REPAIR VEH 2314 WO 33973	\$3,044.19
		841103	206805	HANDLE VEH 3276 WO 33901	\$18.83
		841169		HANDLE VEH 3276 WO 33901	\$18.83
		841576		HANDLE VEH 2359 WO 33966	\$79.64
		841678		HANDLE VEH 2375 WO 33969	\$4.64
		841802	206976	HOSE VEH 3192 WO 33995	\$95.26
		1232810057	206810	FITTINGS VEH 3222 WO 33570	\$157.43
MOBILE FLEET SERVICE INC		A167260	206980	MACHINE WORK VEH 4153 33889	\$53.24
MONARCH MACHINE & TOOL CO INC		B167288		MACHINE WORK VEH 3284 33784	\$21.21
		B167401		DEEP SOCKET VEH 3285 WO 33921	\$13.96
PETERSON PACIFIC CORP		CI-0000003521	206985	AIR FILTERS VEH 7143 WO 34003	\$515.26
		CI-0000003550		FREIGHT FEE VEH 7143 WO 34003	\$36.80
RDO EQUIPMENT CO		P07315	206991	WATER PUMP VEH 7122 WO 33911	\$545.13
		P07731		BLADES VEH 6562 WO 33950	\$70.50
		P07781		WTR PUMP CORE VEH 7122 33911	(\$32.58)
		P08098		V BELT VEH 6562 WO 34010	\$101.65
		142850	206832	ALTERNATOR VEH 7147 WO 34002	\$895.73
SHERMAN & REILLY INC		5044	206997	SWITCH VEH 6543 WO 33892	\$54.20
SIX STATES DISTRIBUTORS INC		16 034969	206835	U JOINTS VEH 6557 WO 33747	\$119.53
TACOMA SCREW PRODUCTS INC		22084456	206841	SCREWS VEH 3285 WO 33921	\$6.90
TRANSPORT EQUIPMENT CO INC DBA		150402	206846	GENERATOR VEH 3312 WO 33797	\$699.78
		150409		BRAKES VEH 3312 WO 33599	\$346.15
		150461		COUPLINGS VEH 3212 WO 33790	\$93.73
		150464		FLAP VEH 5043 WO 33783	\$16.82
		150490		COMPRESSOR VEH 3230 WO 33610	\$1,696.10
		150517		AIR DRYER VEH 3308 WO 33780	\$650.85
		150652		HANGER VEH 3312 WO 33797	\$244.35
		150762		RESISTOR VEH 3310 WO 33890	\$6.86
		150774		LOW BEAM BULB VEH 3281 33909	\$7.28
		151141	207006	SEAL DRIVER/DISC PLUG SET	\$281.53
		151257		BRAKES DISCOUNT VEH 3312	(\$10.83)
		151302		LOW BEAM VEH 3311 WO 34001	\$7.28
		0091435	207008	BATTERY VEH 4084 WO 34007	\$185.15
TRI CITIES BATTERY & AUTO REPAIR					



City Of Richland

VL-1 Voucher Listing

From: 10/28/2013 To: 11/8/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRI CITIES DIESEL INJECTION SERVICE INC		00050371	207010	HOSES VEH 7118 WO 34019	\$95.79
WESTERN CASCADE CONTAINER LLC		WCC113318	207021	MESH TARP VEH 3292 WO 33706	\$767.85
WESTERN STATES EQUIPMENT COMPANY		PC000420715	206863	COUPLINGS VEH 3281 WO 33895	\$37.23
		PC110264837		SENSOR VEH 7123 WO 33770	\$40.74
		PC110264838		SEAL VEH 7123 WO 33770	\$2.44
		PC110265012		COUPLINGS VEH 3281 WO 33715	\$121.09
		PC110265144		SLEEVES VEH 3281 WO 33715	\$386.42
		PC110265393		INCH SLEEVES VEH 3253 WO 33796	\$33.27
		PC110265735		ELEMENTS VEH 7138 WO 34004	\$206.43
		PC110265736		AIR FILTER VEH 7090 WO 33949	\$161.00
		WO110093464	207022	TRANSFER SWITCH VEH 6456 34051	\$520.93
		WO110093465		FUEL LINES VEH 6575 WO 34052	\$394.33
		WO110093466		GENERATOR SET VEH 6576 34053	\$281.67
		WO110093467		GENERATOR SET VEH 6539 34054	\$281.67
		WO110093468		COOLANT RESERVOIR 6435 34055	\$281.67
		WO110093469		COOLANT LEAK VEH 6455 34056	\$394.33
		WO110093470		GENERATOR SET VEH 6309 34057	\$169.00
WESTERN SYSTEMS & FABRICATION INC		5621	207023	LIFT-ARM ASSY VEH 3281 33717	\$17,073.41
		5673		OUTER SPRINGS VEH 3281 33909	\$96.15
WONDRACK DISTRIBUTING INC		0433425	206866	OFF ROAD DYED DIESEL/LANDFILL	\$5,203.75
		0433426		ON ROAD CLEAR DIESEL/LANDFILL	\$1,338.53
		0434177	207025	OFF ROAD DYED DIESEL/LANDFILL	\$4,755.42
		0720995	206866	CARDLOCK FUEL 10/9-10/15/13	\$18,041.92
		0721078		CARDLOCK FUEL 10/16-10/22/13	\$17,676.40
WOODPECKER TRUCK & EQUIPMENT INC		1-233040011	207026	PUMP VEH 7135 WO 33775	\$24.62
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$63.90

EQUIPMENT MAINTENANCE TOTAL ****

\$105,107.47

EQUIPMENT MAINTENANCE FUND Total ***

\$106,003.69

FUND 503

EQUIPMENT REPLACEMENT FUND

Division:

215

EQUIPMENT REPLACEMENT

PMI TRUCK BODIES INC

P052501

11717

206824

ONE (1) NEW SCALZI MODEL WFB-8

\$20,493.61

P052501

DISCOUNT

(\$378.46)

P052395

11726

ONE (1) NEW FLAT BED 8' X 10'-

\$8,598.00

P052395

SALES TAX

\$713.63

P052395

DISCOUNT

(\$171.96)

EQUIPMENT REPLACEMENT TOTAL ****

\$29,254.82

EQUIPMENT REPLACEMENT FUND Total ***

\$29,254.82

FUND 505

PUBLIC WORKS ADMIN & ENGINEER



City Of Richland

VL-1 Voucher Listing

From: 10/28/2013 To: 11/8/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN043918	206707	ASBUILTS	\$20.10
AT&T WIRELESS		9/13 287243288881	206717	287243288881 CORRECTIONS	(\$47.63)
				287243288881 CORRECTIONS	(\$28.35)
		9/13-287243288881		ACCT#287243288881 MASTER BILL	\$575.71
FRONTIER	S015380	10/13-206-1882614	206770	TELEPHONE CHARGE 10/19/13-11/1	\$56.20
		10/13-509-9464078	206952	TELEPHONE CHRGS 10/22-11/21/13	(\$8.09)
PITNEY BOWES PURCHASE POWER		9/13-1127-9365	206823	POSTAGE 9/1-9/30/13	\$26.40
RICHLAND ACE HARDWARE		38503	206830	CHALK POWDER	\$5.39
VERIZON WIRELESS	P052203	9713527544	207014	ADD ON INTERNET ACCESS ON 2	\$50.20
	P052203			INTERNET ACCESS ON 2 LAPTOPS:	\$29.82
WILLIAMSON, SHELDON		102413	207024	WILLIAMSON-CELL PHONE CASE	\$8.21
XO HOLDINGS LLC DBA		0262945932	207028	TELEPHONE CHRGS 10/23-11/22/13	\$173.04
PW ADMIN & ENGINEERING TOTAL ****					\$861.00
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$861.00
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
ANOVAWORKS		21641	206714	INFLUENZA VACCINATIONS	\$5,025.00
		22048	206914	INFLUENZA VACCINATIONS	\$75.00
LIFE INSURANCE COMPANY OF NORTH AMERICA		10/2013-FLI051384	206799	FLI051384 PREMIUMS-OCT 2013	\$9,127.95
		10/2013-LK030278		LK030278 PREMIUMS-OCT 2013	\$10,972.15
		10/2013-OK807703		OK807703 PREMIUMS-OCT 2013	\$2,507.48
MAGELLAN BEHAVIORAL HEALTH		NOV2013/SELFBILL	206973	NOVEMBER 2013 EAP	\$671.99
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$28,379.57
HEALTH CARE/BENEFITS PLAN Total ***					\$28,379.57
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
ANDERS, PETER		AP00003710251301	206713	MEDICARE PREMIUM/ANDERS	\$104.90
BOARDMAN, JOHN S		101113JB	206926	REIMBURSE TRAVEL EXPENSES	\$241.82
BOWLS, DAVID		AP00003510251301	206723	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R		AP00000410251301	206727	MEDICARE PREMIUM/CANFIELD	\$104.90
CARRICK, HENRY		AP00000510251301	206729	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M		AP00000610251301	206740	MEDICARE PREMIUM/CLARK	\$104.90
DOWNES, DANNY		AP00005110251301	206757	MEDICARE PREMIUM/DOWNES	\$104.90
ELIASON, CURTIS		AP00003310251301	206760	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J		AP00000910251301	206762	MEDICARE PREMIUM/ESTY	\$104.90
FAMILY FIRST DENTAL		082613RL	206946	DENTAL DOS 8/26/13	\$631.50
FERRIANS, ALLEN LARRY		AP00006010251301	206768	MEDICARE PREMIUM/FERRIANS	\$104.90



City Of Richland

VL-1 Voucher Listing

From: 10/28/2013 To: 11/8/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HOUCHIN, EARL		AP00001210251301	206786	MEDICARE PREMIUM/HOUCIN	\$104.90
JOHNSON, NEILS E		AP00003410251301	206791	MEDICARE PREMIUM/JOHNSON	\$103.90
JONES, HAROLD		AP00005510251301	206792	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D		AP00006210251301	206794	MEDICARE PREMIUM/KEYS	\$104.90
LAHTI, ROGER P		102913RL	206969	NONCOVERED MEDICINE 10/29/13	\$60.00
		AP00006410251301	206796	MEDICARE PREMIUM/LAHTI	\$103.90
MITCHELL, RAYMOND L		AP00001510251301	206809	MEDICARE PREMIUM/MITCHELL	\$104.90
MYERS, EDWARD A		AP00007610251301	206814	MYERS/MEDICARE PREMIUM	\$104.90
POLLARD, JAMES		AP00004810251301	206825	MEDICARE PREMIUM/POLLARD	\$99.90
RONEY, LARRY		AP00003610251301	206831	MEDICARE PREMIUM/RONEY	\$104.90
SHAFFER, BRIAN T DMD		091713LF	206834	DENTAL DOS 9/17/13	\$150.00
WEST, ROYAL		AP00002010251301	206862	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E		AP00007510251301	206864	MEDICARE PREMIUM/WILLIAMSON	\$101.90
FIRE PENSION TOTAL ****					\$3,171.32
FIREMAN'S PENSION Total ***					\$3,171.32
FUND 612	POLICEMEN'S RELIEF & PENSION F				
Division:	217	POLICE PENSION			
BAKER, MARSHALL R		AP00006310251301	206718	MEDICARE PREMIUM/BAKER	\$104.90
BATES, LAURIE VERN JR		AP00004910251301	206719	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY		AP00003810251301	206721	MEDICARE PREMIUM/BEDEN	\$104.90
BRUNSON, DALE A		AP00004210251301	206726	MEDICARE PREMIUM/BRUNSON	\$104.90
CENTER VISION & CONTACT LENS CLINIC INC		102813RT	206928	29970 DOS 10/28/13	\$407.00
CLEAVENGER, WILL J		AP00007310251301	206741	MEDICARE PREMIUM/CLEAVENGER W	\$104.90
CLEMENTS, JOHN M		AP00007410251301	206742	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY		AP00006610251301	206749	MEDICARE PREMIUM/COUCH	\$104.90
DERRICK, GEORGE		AP00000710251301	206756	MEDICARE PREMIUM/DERRICK	\$104.90
DUCHEMIN, ROGER		AP00000810251301	206758	MEDICARE PREMIUM/DUCHEMIN	\$104.90
EMERITUS AT RICHLAND GARDENS		S000044863AM	206944	ASSISTED LIVING 11/1-11/30	\$4,500.00
GANLEY, JOHN M		AP00007910251301	206771	MEDICARE PREMIUM/GANLEY	\$104.90
HIGGINS, FRED C		AP00007810251301	206782	HIGGINS MEDICARE PREMIUM	\$103.90
LEWIS, DAVID L		AP00004310251301	206798	MEDICARE PREMIUM/LEWIS	\$101.90
LOHDEFINCK, RICHARD N		AP00002310251301	206801	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MALLEY'S PHARMACY		092013RT	206803	NONCOVERED RX DOS 9/20/13	\$186.65
MANUEL, D ART		AP00002510251301	206804	MEDICARE PREMIUM/MANUEL	\$104.90
MOORE, ROBERT		AP00007110251301	206813	MEDICARE PREMIUM/MOORE	\$104.90
SPARKS, DAVID W		AP00005910251301	206836	MEDICARE PREMIUM/SPARKS	\$104.90
TAYLOR, KENNETH		AP00002710251301	206843	MEDICARE PREMIUM/TAYLOR	\$104.90
THOMAS, GERALD D		AP00003210251301	206844	MEDICARE PREMIUM/THOMAS G	\$104.90
TURNER, ROY		AP00003110251301	206850	MEDICARE PREMIUM/TURNER	\$104.90
WENDLAND, WALTER		AP00001910251301	206860	MEDICARE PREMIUM/WENDLAND	\$104.90



City Of Richland

VL-1 Voucher Listing

From: 10/28/2013 To: 11/8/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WENDLAND, WALTER		OCTOBER 2013	207019	MEDICAL DOS 10/3-10/30/13	\$1,040.00
WILMOTH, ROD		AP00004510251301	206865	MEDICARE PREMIUM/WILMOTH	\$104.90
ZIMMERMAN, GERALD		AP00005010251301	206867	MEDICARE PREMIUM/ZIMMERMAN	\$104.90
POLICE PENSION TOTAL ****					\$8,437.45
POLICEMEN'S RELIEF & PENSION F Total ***					\$8,437.45
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
APCO INTERNATIONAL INC		302726/2014	206915	2014 APCO MEMBERSHIP DUES	\$230.00
AT&T LONG DISTANCE		10/13-03030107210	206918	FAX LINE 9/23-10/19/13	\$34.29
CENTURYLINK		10/13-509-6243863	206929	GENERAL 10/16-11/16	\$7.31
FRONTIER		10/13-206-1881060	206952	GENERAL 10/19-11/18/13	\$370.18
		10/13-206-1882381		E911/GENERAL LINE 10/10-11/19	\$222.85
		10/13-509-6282609		GENERAL 10/25-11/24/13	\$413.58
GRAINGER	S015379	9258121723	206886	HAND SANITIZER REFILL ITEM #1	\$270.41
MOON, TAE-IM PHD		SC15343-OCT 2013	206812	PRE EMPLOY PSYCH EVALUATION	\$700.00
SECOMM OPERATIONS GENERAL TOTAL ****					\$2,248.62
Division:	601	E911 OPERATIONS			
BARBER, JAMES		13-369 BARBER	206871	ST 911 FORUM/BREMERTON/BARBER	\$615.38
FRONTIER		10/13-206-1882381	206952	E911/GENERAL LINE 10/10-11/19	\$222.85
		10/13-253-0120862		E911 LINE 10/22-11/21/13	\$35.00
HUSA, E. IVAR		101713	206787	PSAP GIS MTG/WENATCHEE/HUSA	\$82.50
E911 OPERATIONS TOTAL ****					\$955.73
SOUTHEAST COMMUNICATIONS CTR Total ***					\$3,204.35
FUND 642	800 MHZ PROJECT				
Division:	610	800 MHZ			
MOTOROLA	P053310	78245340	206981	800MHZ MAINTENANCE CONTRACT -	\$18,742.45
800 MHZ TOTAL ****					\$18,742.45
800 MHZ PROJECT Total ***					\$18,742.45
FUND 643	EMERGENCY MANAGEMENT				
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
GRAINGER	S015379	9257502790	206886	CANISTER ITEM #4DA82	\$40.25
	S015379	9258701144		CANISTER ITEM #4DA82	\$1,368.30
	S015379	9258868091		CANISTER ITEM #4DA82	\$1,006.11
MID COLUMBIA ENGINEERING INC	P052723	ST006024	206808	BECKI COATS, SURVEY TAKER	\$200.20
	P052723	ST006034	206978	BECKI COATS, SURVEY TAKER	\$235.95
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$2,850.81



City Of Richland

VL-1 Voucher Listing

From: 10/28/2013 To: 11/8/2013

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 623 JURISIDITION					
AT&T LONG DISTANCE		10/13-03030107210	206918	FAX LINE 9/23-10/19/13	\$34.29
MID COLUMBIA CONSTRUCTION INC DBA		1043639	206977	WINTERIZE SPRINKLER SYSTEM	\$85.56
JURISIDITION TOTAL ****					\$119.85
EMERGENCY MANAGEMENT Total ***					\$2,970.66



City Of Richland

VL-1 Voucher Listing

From: 10/28/2013 To: 11/8/2013

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

\$1,931,982.57

Number of Invoices

Amount

Vouchers In Richland	148	\$92,109.05
Vouchers In Tri Cities	91	\$1,238,542.25
Vouchers In WA	229	\$357,625.82
Vouchers Outside WA	504	\$243,705.45
Vouchers Final Total.....	972	\$1,931,982.57

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$40,268.60	2.08%
3	SUPPLIES	\$145,165.59	7.51%
4	OTHER SERVICES & CHARGES	\$758,825.02	39.28%
5	INTERGOVERNMENTAL SERVICES	\$73,675.60	3.81%
6	CAPITAL PROJECTS	\$741,632.24	38.39%
	MACHINERY & EQUIPMENT	\$73,240.41	3.79%
9	INTERFUND SERVICES	\$393.62	0.02%
	INVENTORY PURCHASES	\$98,781.49	5.11%
	Total	\$1,931,982.57	



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: B1

Key Element: Key 3 - Economic Vitality

Subject: FUNDING RECOMMENDATION FOR THE 2013 BUSINESS LICENSE RESERVE FUND - FALL CYCLE

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: General Business Item

Recommended Motion:

Approve the Economic Development Committee's recommendation for allocation of Business License Reserve funds in an amount up to \$353,888 for the 2013 Fall Cycle Business License Reserve programs, subject to receipt of expected revenue.

Summary:

The Business License Reserve is funded through business license fees for the purpose of core development, tourism, general economic development, capital expenditures for community improvements, and the prevention of blight. RMC specifies what types of organizations are eligible to use funds. The organizations include Tri-Cities Regional Chamber of Commerce, Tri-Cities Visitors and Convention Bureau, business improvement districts (within the City of Richland), and City of Richland departments.

Funding is established by Richland Municipal Code 5.04.385. The estimated budget is determined in or around October for the upcoming year. The estimated budget for 2014 is \$386,375.81.

Projects are recommended for funding by the Economic Development Committee (EDC) based on the estimated budget and the requirements of the Richland Municipal Code 5.04.386. On October 28, 2013, the EDC recommended \$353,887.69 in funding for projects in 2014 subject to receipt of expected revenue. The full memo to the EDC detailing the projects is Attachment 1. The recommendation will result in program funding as follows:

\$176,367.69 – Commercial Improvement Grant (City of Richland Economic Development Office) - Continuing Program
\$8,320 – Live @ 5 (Tri-City Regional Chamber) - Continuing Program
\$5,000 – Chalk Art Festival (Uptown Business Improvement District) - Continuing Program
\$4,200 – Live Music in the Parkway (Parkway Business Improvement) - Continuing Program
\$15,000 – Newspaper Marketing Campaign (City of Richland Marketing and Communications) - Continuing Program
\$100,000 – Broadband/Dark fiber Program (City of Richland Economic Development) - New Program
\$45,000 – Decorative Light on Tulip Lane (City of Richland Economic Development) - Continuing Program
Total - \$353,887.69

Fiscal Impact?

☒ Yes ☐ No

The estimated budget for 2014 is \$386,375.81. Funds currently recommended for 2014 projects totals \$353,887.69

Attachments:

1) 10-28-2013 EDC Memo - BLRF

City Manager Approved:

Johnson, Cindy
Nov 14, 15:36:36 GMT-0800 2013



MEMORANDUM

Economic Development Office

To: Economic Development Committee

From: Brian Moore, Redevelopment Project Supervisor

Date: October 28, 2013

Subject: 2014 Business License Reserve Applications for Funding

The Business License Reserve is funded through business license fees for the purpose of core development, tourism, general economic development, capital expenditures for community improvements, and the prevention of blight. RMC specifies what types of organizations are eligible to use funds. The organizations include Tri-Cities Regional Chamber of Commerce, Tri-Cities Visitors and Convention Bureau, business improvement districts (within the City of Richland), and City of Richland departments.

The determination of the appropriate groups to be awarded these funds shall be made by the Richland City Council based upon recommendations to the Council by the Economic Development Committee. Traditionally, the allocation of funds for this program has occurred in or around October for the upcoming year. Determination of funds available is based on a combination of the existing fund balance, previous allocations that carry over and expected revenue. The expected funds available in 2014 are \$386,375.81. Expected budget for 2014 is \$353,887.69. The budget is below the expected funds. An additional application cycle can occur after 2013 Business License revenue is collected if there is a sufficient positive balance.

The remainder of the staff report summarizes the results of 2013 programs and details the funding and program expectations for 2014. Business License Reserve Fund Applications are attached for your review and consideration.

2013 BLRF Results

For the 2013 funding year, \$454,029 was available. The 2013 budget was \$438,821.

By the end of 2013, all projects should have completed and requested reimbursement. Not all projects will have spent the funds allocated for 2013. Staff anticipates approximately \$134,803.80 to become available when projects close for the end of the year. Some projects require that funds allocated in 2013 are carried over into 2014. The total funding for projects that will carry over is \$121,367.69. Looking forward toward the 2014 budget, staff estimates \$115,000 in new revenue from 2013 business licenses. This estimate is based on past performance and projections from the City accounting office. At this time, staff expects a beginning balance of \$386,378.81 to begin 2014.

Projects not being carried over from 2013 include: One on One design assistance program (\$12,103.30), Uptown Shopping Center Wall Murals (\$10,000), Island View Landfill Assistance (\$12,000), City of Richland Marketing Assistance (\$10,000), and miscellaneous uncompleted Commercial Improvement

Program projects (\$86,561). The expiration of the related contracts frees up \$134,803.80 for other projects.

2014 BLRF Projections

The 2014 beginning balance is the sum of \$150,011.12 (\$15,207.32 unallocated 2013 + \$134,803.80 unspent budget 2013), \$121,367.69 in allocated carryover (\$76,367.69 Commercial Improvement Program funds, plus \$45,000 Tulip Lane Lights), and \$115,000 in expected revenue. The beginning balance is expected to be \$386,375.81.

2014 Applications for funding:

1. City of Richland, Economic Development Office, Commercial Improvement Program: This program includes \$76,368 in funds allocated to CIP awardees in 2013 and \$100,000 in funds available for 2014 applicants.
2. Tri-Cities Regional Chamber of Commerce Live @ 5: This is an annual program requesting \$8,320.
3. Uptown Business Improvement District Chalk Art: This is an annual program requesting \$5,000.
4. Richland Parkway Business Improvement (Farmer's Market) Music in the Parkway: This is an annual program requesting \$4,200.
5. City of Richland Marketing & Communications Newspaper Marketing Campaign: This is an annual city program requesting \$15,000.
6. City of Richland Economic Development Office Broadband Dark-Fiber: This is a new City program to enable the expansion of high-speed internet access to more businesses and residents in Richland requesting \$100,000.
7. City of Richland Economic Development Office Decorative Lights on Tulip Lane: This is a carryover project to support enhanced street lighting for tulip lane in the Richland winery district requesting \$45,000. This is pending the formation of a BID for the wineries.

The total anticipated budget is \$353,887.69. This leaves \$32,491.12 in funds available +/- actual business license revenue.

Recommendation:

Recommend approval of the projects subject to receipt of 2013 Business License funding.

Attachments

- Applicable BLRF Code
- 2013 Program Summary
- 2014 Budget
- 2014 Applications

Applicable Code

5.04.385 Utilization of business license fee revenues.

A reserve to be known as the business license reserve is hereby created. The reserve will be based upon the following formula: an average of the actual prior two years' business license fees revenues will establish the base annually. Of this average figure, 22 percent will be reserved and accumulated annually. Reserves will be utilized to promote business activities for the purposes of core development, tourism, general economic development, capital expenditures for community improvements, and the prevention of blight. [Ord. 17-90; Ord. 18-91; Ord. 15-08].

5.04.386 Organizations qualified to use business license reserves.

Organizations qualified to use the funding reserved and accumulated in the categories as listed above shall include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, and business improvement districts. These groups shall have as their charter the enhancement of the local business community and the improvement of the environs of the city of Richland. The determination of the appropriate groups to be awarded these funds shall be made by the Richland city council based upon recommendations to the council by the economic development committee which shall review the applications submitted to them. The economic development committee shall develop a set of guidelines for the selection of the recipients, said guidelines to be approved by the city attorney and accepted by the city council. [Ord. 17-90; Ord. 15-08; Ord. 09-13 § 1.01].

5.04.387 City of Richland department use of business license reserves.

City of Richland departments are also eligible for use of business license reserves for program or capital expenditures that meet the criteria as set forth in RMC 5.04.385 and as recommended by the economic development committee as set forth in RMC 5.04.386. [Ord. 15-08; Ord. 09-13 § 1.02].

2013 Program Summary

2013 Business License Budget (\$ - Dollars)									
Description	2013 Budget	2012 Carry over	2012 Allocation	2013 Allocation	2012 Exp	2013 Exp	2013 Balance	Carryover	Unspent
Commercial Improvement Grant	213,811	95,431	(95,431)	(76,367.69)	(50,881.49)	-	162,929.19	76,367.69	86,561.50
One on one Design Assistance	15,972	-	-	(15,972.00)	-	(3,868.70)	12,103.30	-	12,103.30
Tri-City Regional Chamber - Live @ 5	8,320	-	-	(8,320.00)	-	(8,320.00)	-	-	-
Uptown Business Imp - Chalk Art Festival	5,000	-	-	(5,000.00)	-	(5,000.00)	-	-	-
Parkway Business Imp - Live Music	4,200	-	-	(4,200.00)	-	(4,200.00)	-	-	-
Uptown Shopping Center Wall Murals	10,000	10,000	-	(10,000.00)	-	-	10,000.00	-	10,000.00
City of Richland - Newspaper Marketing Campaign	12,389	389	-	(12,000.00)	-	(12,000.00)	389.00	-	389.00
Island View Landfill Assistance	12,000	12,000	-	(12,000.00)	-	-	12,000.00	-	12,000.00
City of Richland - Marketing Assistance	10,000	10,000	-	(10,000.00)	-	-	10,000.00	-	10,000.00
Uptown Garbage Can Replacement	4,650	4,650	-	(4,650.00)	-	(4,650.00)	-	-	-
Central Business District Monument Marker	3,750	-	-	(3,750.00)	-	-	3,750.00	-	3,750.00
Decorative Light on Tulip Lane	45,000	45,000	-	(45,000.00)	-	-	45,000.00	45,000.00	-
Parkway Roundabout Tree Sculpture	46,865	-	-	(46,865.00)	-	(46,865.00)	-	-	-
John Dam Plaza Sidewalk Improvements	46,865	-	-	(46,865.00)	-	(46,865.00)	-	-	-
Total	438,822	177,470	(95,431)	(300,989.69)		(131,768.70)	256,171.49	121,367.69	134,803.80

2014 Budget

Budget Summary

Projected Revenue	
2014 Contributions	\$ 115,000.00
Unallocated Carryover	\$ 150,011.12
Allocated Carryover	\$ 121,367.69
Total Revenue	\$ 386,378.81
Proposed Expenditures	
2014 Budget	\$ (353,887.69)
Remaining Funds	\$ 32,491.12

Budget Detail

2014 Business License Reserve Budget				
Description	2014 Budget	2013 Carryover	2013-2014 Allocation	2014-2015 Allocation
COR - Commercial Improvement Grant	176,368	76,368	(76,368)	(100,000.00)
Tri-City Regional Chamber - Live @ 5	8,320	-	-	(8,320.00)
Uptown Business Imp - Chalk Art Festival	5,000	-	-	(5,000.00)
Parkway Business Imp - Live Music	4,200	-	-	(4,200.00)
COR - Newspaper Marketing Campaign	15,000	-	-	(15,000.00)
COR - Broadband (Dark-fiber)	100,000	-	-	(100,000.00)
Decorative Light on Tulip Lane*	45,000	45,000	(45,000)	-
Total	353,888	121,368	(121,368)	(232,520.00)

2014 Applications

**CITY OF RICHLAND
2013 BUSINESS LICENSE RESERVE FUND – SPRING CYCLE
GRANT APPLICATION FORM**

The Business License Reserve Fund was established by the Richland City Council to promote:

- Business activities for the purposes of core development
- Tourism
- General economic development
- Capital expenditures for community improvements
- Prevention of Blight

Qualifications: Organizations qualified to use this funding shall include the Tri-City Chamber of Commerce, Tri-Cities Visitor and Convention Bureau, and Business Improvement Districts. These groups shall have as their Charter the enhancement of the local business community and the improvement of the general environment of the City of Richland.

Award: The determination of the appropriate proposals to receive funding shall be made by the Richland City Council.

Proposals must be submitted to the office of the Community Development Department, Richland City Hall, 975 George Washington Way, Richland, WA 99352, not later than **Friday, October 4, 2013**. Any questions concerning the proposal process may be directed to Trisha Herron, Communications & Marketing Manager, at 942-7386. This application form is available on the City's website at www.ci.richland.wa.us/Richland/ED under programs and financial assistance.

Agency: City of Richland – Tourism Committee Date: October 1, 2013
Address: PO Box 190 MS-39 Telephone: 942-7386
Contact Person: Trish Herron Title: Communications & Marketing Manager
Name of Project: Newspaper & Radio Marketing Campaign Amount Requested: \$ 15,000

1. Please provide a brief description of the proposed project including a timetable for implementation.

The City's Tourism Committee, a subcommittee of the Economic Development Committee, would like to promote Richland events in eastern Oregon newspapers and on the radio. The project should increase interest in Richland through a consistent look while providing current events. The campaign would be monthly during the off season months and could increase in frequency for the peak season when more activities are taking place.

The marketing campaign would correlate directly with the Passport Program and encourage readers to come and enjoy all that Richland has to offer for activities and shopping. The campaign would be designed so that fellow businesses could add on to the advertisement while keeping the look consistent.

The program began in late 2010.

2. Is the project you are seeking funding for a collaboration with other agencies? If so please name the other agencies and describe the relationship.

The City's Tourism Committee and all of the participating Richland businesses.

3. Total project cost: \$ 15,000 Request as a percent of total project cost: 100 %
Project Budget:

Revenue	
<u>Sources</u>	<u>Amount</u>
BLRF	\$15,000

Expenditures	
<u>Description</u>	<u>Amount</u>
Newspaper Advertising Primary Focus – NE Oregon	\$12,000
Radio Advertising Primary Focus – NE Oregon to compliment the newspaper reach	\$3,000

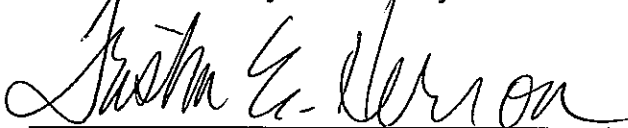
4. Explain how this project promotes the goals of the Business License Reserve Fund and how it benefits businesses and the City of Richland.

This project will help promote Richland businesses to people that are within driving distance that have limited shopping opportunities. The promotion of activities will always change and give target group another glance at Richland. Businesses will be encouraged to partner with the advertising campaign, which will incorporate these individual advertisements and make it look like a larger campaign.

This campaign will be similar to the one that Spokane and Idaho conduct in the Tri-Cities.

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your organization or project you think is relevant to this application.

I understand the limitations placed on use of Business License Reserve funds, and certify that requested funds will be used only for purposes described in this application or as approved by the City. I understand use of funds is subject to audit by the State of Washington.

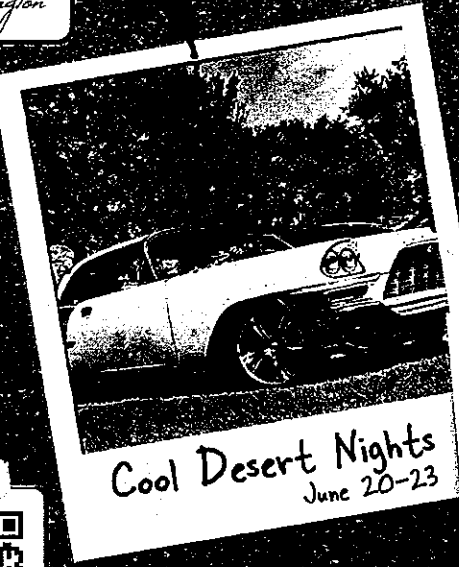


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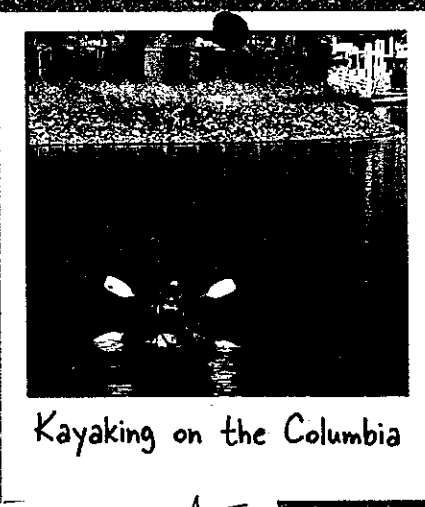
October 1, 2013

DATE





Cool Desert Nights
June 20-23



Kayaking on the Columbia



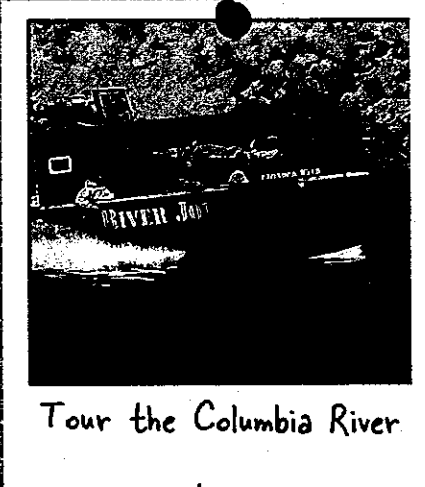
Enjoy Washington Wine

cwrichland.wa.us
1-800-254-5824

to do
this summer!



Art in the Park
July 26-27



Tour the Columbia River



Tri-City Water Follies
July 26-28

cwrichland.wa.us
1-800-254-5824

to do
this summer!



**CITY OF RICHLAND
2014 BUSINESS LICENSE RESERVE FUND
GRANT APPLICATION FORM**

The Business License Reserve Fund was established by the Richland City Council to promote:

- Business activities for the purposes of core development
- Tourism
- General economic development
- Capital expenditures for community improvements
- Prevention of Blight

Qualifications: Organizations qualified to use this funding shall include the Tri-City Chamber of Commerce, Tri-Cities Visitor and Convention Bureau, and Business Improvement Districts. These groups shall have as their Charter the enhancement of the local business community and the improvement of the general environment of the City of Richland.

Award: The determination of the appropriate proposals to receive funding shall be made by the Richland City Council.

Proposals must be submitted to the office of the Community Development Department, Richland City Hall, 975 George Washington Way, Richland, WA 99352, not later than **Friday, October 4, 2013**. Any questions concerning the proposal process may be directed to Trisha Herron, Communications & Marketing Manager, at 942-7386. This application form is available on the City's website at www.ci.richland.wa.us under new business and programs.

Agency: <u>City of Richland – Economic Development Office</u>	Date: <u>October 4, 2013</u>
Address: <u>975 George Washington Way</u>	Telephone: <u>942-7725</u>
Contact Person: <u>Brian Moore</u>	Title: <u>Redevelopment Project Supervisor</u>
Name of Project: <u>Commercial Improvement Program</u>	Amount Requested: <u>\$56,000</u>

1. Please provide a brief description of the proposed project including a timetable for implementation.

The Commercial Improvement Program (CIP) has been an important tool to help leverage private funds to reinvest in deteriorating property and structures.

The Commercial Improvement Program is an ongoing program that in the past has provided up to \$5,000 on a 50% matching basis to business or property owners who invest in eligible exterior enhancements. Higher levels of funding are available if an additional set of approval criteria are met and is approved by the City Council. Please refer to the attached application form and guidelines.

2. Is the project you are seeking funding for a collaboration with other agencies? If so please name the other agencies and describe the relationship.

Yes, private property and business owners. Private contributions make up at least 50% of the funding for approved projects, although traditionally their investment has been averaging 72%. Applicants requesting funds must seek recommendations from the Economic Development Committee.

Since 1998, with the funds provided by the BLRF, this program has assisted 156 beautification enhancement projects with an average 75% private match.

City staff carries out direct administration of the program.

3. Total project cost: \$200,000 Request as a percent of total project cost: 28%

Project Budget: \$100,000 matched by minimum \$100,000 private investment

Revenue	
<u>Sources</u>	<u>Amount</u>
Current CIP Unallocated Funds	\$44,243
Business License Reserve Fund	\$56,000
Private Investment.....	\$100,000

Expenditures	
<u>Description</u>	<u>Amount</u>
Building Façade Improvements	\$200,000

4. Explain how this project promotes the goals of the Business License Reserve Fund and how it benefits businesses and the City of Richland.

The Business License Reserve Fund was established by the Richland City Council to promote business activities for the purposes of core development, tourism, general economic development, capital expenditures, and community improvements. The Commercial Improvement Program arguably promotes all five of these objectives. It is in the City's financial interest to encourage private business and property owners to make their own investments in the neighborhood, rather than relying solely upon City funded neighborhood enhancements.

The Commercial Improvement Program encourages merchants and property owners to make such investments. Over the past fifteen (15) years private business and property owners have invested \$1,865,530 of private funding. The trend in recent years has been to increase the leveraging power of the public funds used in this program. The overall average from 1998 through 2013 was to invest 25% with public funding, with the remaining 75% picked up by the business and/or property owner.

The 50% match is an effective incentive to encourage redevelopment and improvement of properties.

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your organization or project you think is relevant to this application.

I understand the limitations placed on use of Business License Reserve funds, and certify that requested funds will be used only for purposes described in this application or as approved by the City. I understand use of funds is subject to audit by the State of Washington.


SIGNATURE

10-4-2013
DATE



KEGX 106.5 FM * KIOK 94.9 FM * KKSX 95.7 FM * KUJ 99.1 FM * KALE 960 AM * KJOX 1340 AM

September 24, 2013

To Whom It May Concern:

On behalf of Radio Tri-Cities, I would first like to thank the committee, staff and City Council for continuously supporting the Live @ 5 community event. All of the Radio Tri-Cities team enjoys bringing these concerts to Richland each year.

We are currently planning our 11th year of the Live @ 5 Summer Concert Series and respectfully request that the committee consider the recommended grant amount for this event. Each year we continue to grow the attendance and improve our event.

This nine week series is a huge undertaking for Radio Tri-Cities staff and we very much hope to continue bringing quality, free, live music to the City of Richland and its citizens. Please help us to secure this event in our 2014 budget.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Ken Olsen", with a long horizontal flourish extending to the right.

Ken Olsen
Market Manager

**CITY OF RICHLAND
2014 BUSINESS LICENSE RESERVE FUND
GRANT APPLICATION FORM**

The Business License Reserve Fund was established by the Richland City Council to promote:

- Business activities for the purposes of core development
- Tourism
- General economic development
- Capital expenditures for community improvements
- Prevention of Blight

Qualifications: Organizations qualified to use this funding shall include the Tri-City Chamber of Commerce, Tri-Cities Visitor and Convention Bureau, and Business Improvement Districts. These groups shall have as their Charter the enhancement of the local business community and the improvement of the general environment of the City of Richland.

Award: The determination of the appropriate proposals to receive funding shall be made by the Richland City Council.

Proposals must be submitted to the office of the Community Development Department, Richland City Hall, 975 George Washington Way, Richland, WA 99352, not later than **Friday, October 4, 2013**. Any questions concerning the proposal process may be directed to Trisha Herron, Communications & Marketing Manager, at 942-7386. This application form is available on the City's website at www.ci.richland.wa.us under new business and programs.

Agency: Tri-City Regional Chamber of Commerce **Date:** 09/28/14

Address: 7130 W Grandridge Blvd, Suite C, Kennewick, WA 99336 **Telephone:** 509-736-0510

Contact Person: Lori Mattson **Title:** President & CEO

Name of Project: Live @ 5 **Amount Requested:** \$ 8,320

1. Please provide a brief description of the proposed project including a timetable for implementation.

The Live @ 5 concerts have been running for 10 years. It's a series of free live evening concerts held for 9 weeks at John Dam Plaza in Richland. In 2014, the tentative dates are 5/29-7/24. The bands perform on the main stage and the events include promotions from the restaurants and retail shops. Participating sponsors and vendors provide give-aways for attendees. Live @ 5 continues to improve the City of Richland's downtown area by providing an event that appeals to a wide range of marketing segments and community entertainment. We are continuing with our wine and beer garden hosted by the Knights of Columbus, a non-profit organization. Live @ 5 allows non-profit groups to participate and raise awareness for funds or their causes.

2. Is the project you are seeking funding for a collaboration with other agencies? If so please name the other agencies and describe the relationship.

The Tri-City Regional Chamber of Commerce collaborates with the City of Richland and Radio Tri-Cities.

Sponsors/Vendors for Live @ 5 2013

- HAPO Community Credit Union
- Ice Harbor Brewing Company
- Smasne Wine Cellars
- Technologize
- Harley Davidson & Ride Now Powersports
- Mid-Valley Marine and Sport
- Henry's Restaurant & Catering
- Atomic Kettle Korn
- King of Hot Dogs
- Gourmet Soul
- Lets Party
- McCurley Subaru
- McKays Tap House
- Pizza Pipeline
- The Butchers Grill
- Groth Family Insurance (Allstate)
- Jokers Comedy Club
- Dunkaroo Donuts
- Hazmat Entertainment

3. Total project cost: \$ 109,598 Request as a percent of total project cost: 7.5 %
Project Budget:

<u>Sources</u>	Revenue	<u>Amount</u>
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See Attached

<u>Description</u>	Expenditures	<u>Amount</u>
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See Attached

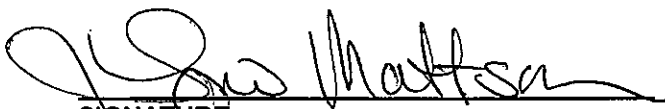
4. Explain how this project promotes the goals of the Business License Reserve Fund and how it benefits businesses and the City of Richland.

The Live @ 5 concert series has increased the number of attendees every year. The event attracts new people as well as return customers that look forward to the event every Spring. It brings hundreds of out of town people and thousands of locals each week.

Our estimated attendance for 2013 was over 13,000.

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your organization or project you think is relevant to this application.

I understand the limitations placed on use of Business License Reserve funds, and certify that requested funds will be used only for purposes described in this application or as approved by the City. I understand use of funds is subject to audit by the State of Washington.


SIGNATURE

10-3-13
DATE

LIVE @ 5
2013 BUDGET

Sponsors:

Hapo					\$20,000
TC Regional Chamber / City of Richland Grant					8,320
Vendors					8,100
McCurley Subaru					9,000
Harley Davidson/Ride Now Powersports					6,000
Mid-Valley Marine					6,000
Groth Family Insurance (Allstate)					3,500
Ice Harbor Brewery					3,500
Smasne Cellars					3,500
McKays Taphouse					2,500
Technologize					1,300
Weekly Sponsors					3,000
Total					\$74,720

Expenditures:

Advertising / Radio 10 weeks					\$75,000
Bands					8,100
City Business Licenses					80
Vendor Fees					80
BMI Contact					214
Police Officers					1,400
Bouncin Bins					1,624
Ford Audio					5,850
Generator					6,000
Stage					5,550
Staff					4,800
Misc Supplies					500
Hotel Rooms					400
Total					\$109,598

**CITY OF RICHLAND
2014 BUSINESS LICENSE RESERVE FUND
GRANT APPLICATION FORM**

The Business License Reserve Fund was established by the Richland City Council to promote:

- Business activities for the purposes of core development
- Tourism
- General economic development
- Capital expenditures for community improvements
- Prevention of Blight

Qualifications: Organizations qualified to use this funding shall include the Tri-City Chamber of Commerce, Tri-Cities Visitor and Convention Bureau, and Business Improvement Districts. These groups shall have as their Charter the enhancement of the local business community and the improvement of the general environment of the City of Richland.

Award: The determination of the appropriate proposals to receive funding shall be made by the Richland City Council.

Proposals must be submitted to the office of the Community Development Department, Richland City Hall, 975 George Washington Way, Richland, WA 99352, not later than **Friday, October 4, 2013**. Any questions concerning the proposal process may be directed to Trisha Herron, Communications & Marketing Manager, at 942-7386. This application form is available on the City's website at www.ci.richland.wa.us under new business and programs.

Agency: Richland Parkway Business Improvement (Umbrella Organization for the Market at The Parkway)
Date: October 3, 2013

Address: 9441 West Sagemoor Road, Pasco, WA 99301 **Telephone:** 509 539-7229

Contact Person: Tara Erben 509 440-1778 **Title:** Organizer

Name of Project: Music at the Market at The Parkway **Amount Requested:** \$4400.00

1. Please provide a brief description of the proposed project including a timetable for implementation.

The Richland Parkway Business Improvement manages the Market at the Parkway (Richland Farmers Market). RPBI is asking for continued support of the market by providing funds for the weekly musical performance during the market.

2. Is the project you are seeking funding for a collaboration with other agencies? If so please name the other agencies and describe the relationship.

The Richland Parkway Business Improvement is a non-profit organization created to produce the Market at The Parkway - Richland Farmers' Market. The goal of the organization is to use the funds collected from the market vendors to fund capital improvement to the Richland Parkway as well as economic stimulus for Parkway area.

The "fish fence" in Carol Woodruff Plaza and bordering Geo Wash Way was created and fully funded by the Richland Parkway Business Improvement with help from the City of Richland's Parks Department. In 2010 the RPBI, with the assistance of the City of Richland and the Columbia Center Rotary funded the "Bodie" statue located in The Parkway. We are awaiting the installation of the "Tree of Seasons", an 18" art tree to be installed in the Parkway traffic circle by the end of November 2013. This project is primarily funded by the revenue from the Market at The Parkway with the assistance of the City of Richland.

3. Total project cost: \$ 4400.00_ Request as a percent of total project cost: 100 %
Project Budget:

<u>Sources</u>	Revenue	<u>Amount</u>
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The grant would fund the musical performances for the entire market season. Each week the market hires performers to entertain from 10am to 12 noon. This year, we will have musicians performing in two locations at the market – in Carol Woodruff Plaza next to Frost Me Sweet, and on the South end next to Ariel Gourmet. We will be budgeting \$200 per week (for 22 weeks) for performers - \$100 for each location. Musicians are asked to perform for at least two hours, but are not limited to that time. They will also be able to collect tips during the market. In years past, we have paid for musicians in one location, however, because of the success of the market and the thousands that attend it is clear there is a need to have music at each end of the market. Music adds a truly creative and joyful spirit to the market and the added benefit is it increases sales.

<u>Description</u>	Expenditures	<u>Amount</u>
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4. Explain how this project promotes the goals of the Business License Reserve Fund and how it benefits businesses and the City of Richland.

Music at The Parkway creates a crowd pleasing ambience. Attendance at the market has increased from an average of 2,160 in 2009 to 4,442 in 2012. The largest market attendance was over 8,000 residents, children and tourists during the 2013 market season

Market at The Parkway has become such a popular event that vendors vie to be accepted, and residents look forward each week to the abundance of produce as well as a chance to visit with neighbors, enjoy the musical performers and shop the area merchants. Market at The Parkway is a proven economic stimulus for the area merchants. Several businesses cite the Market as being a main factor in their locating in the Parkway area. In addition: 1) Some businesses have used the Market as an incubator to later become full-time merchants in Richland. 2) The high quality of the entertainers/musicians is one reason why the Market has become a major weekly draw for tourists and residents; and 3) The Market provides funds for upgrading the downtown area features, a continuation of the revitalization of The Parkway in the 1998- 2002 era. These are all aligned with the intent of the Business License Reserve Fund.

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your organization or project you think is relevant to this application.

I understand the limitations placed on use of Business License Reserve funds, and certify that requested funds will be used only for purposes described in this application or as approved by the City. I understand use of funds is subject to audit by the State of Washington.

Tara Erben_____
SIGNATURE

10/3/13
DATE

**CITY OF RICHLAND
2014 BUSINESS LICENSE RESERVE FUND
GRANT APPLICATION FORM**

The Business License Reserve Fund was established by the Richland City Council to promote:

- Business activities for the purposes of core development
- Tourism
- General economic development
- Capital expenditures for community improvements
- Prevention of Blight

Qualifications: Organizations qualified to use this funding shall include the Tri-City Chamber of Commerce, Tri-Cities Visitor and Convention Bureau, and Business Improvement Districts. These groups shall have as their Charter the enhancement of the local business community and the improvement of the general environment of the City of Richland.

Award: The determination of the appropriate proposals to receive funding shall be made by the Richland City Council.

Proposals must be submitted to the office of the Community Development Department, Richland City Hall, 975 George Washington Way, Richland, WA 99352, not later than **Friday, October 4, 2013**. Any questions concerning the proposal process may be directed to Brian Moore, Redevelopment Manager, at 942-7386. This application form is available on the City's website at www.ci.richland.wa.us under new business and programs.

Agency: Economic Development Office – City of Richland **Date:** October 4, 2013

Address: 975 George Washington Way, Richland, WA 99352 **Telephone:** (509) 942-7763

Contact Person: Gary Ballew **Title:** Economic Development Manager

Name of Project: Broadband Initiative **Amount Requested:** \$ 100,000

1. Please provide a brief description of the proposed project including a timetable for implementation.

The City of Richland is constructing a \$2.3 Million fiber optic backbone throughout the City. The backbone will serve the needs of Richland, Richland utilities, and the Richland School District. It is being constructed with sufficient capacity to allow third party leases across the backbone. We believe this will lower the cost of entering the market, increase competition and ensure that access to broadband can be found at a reasonable cost for new and existing businesses. The backbone is currently under construction.

In most places the City will be installing a 288 count fiber optic cable. One-half of the fiber strands (144) are reserved for use by the City of Richland, its utilities SCADA networks and the Richland School District. The remaining fiber strands (144) are available for lease to the third parties. The mechanism for this third party access is a dark fiber lease. The third party leases the physical fiber in the City's backbone and provides data access to the final customer by attaching and operating electronics on that fiber. However, the City still has to install the fiber connecting the backbone to the final customer. Dark fiber leases are traditionally priced with 50% of the fiber extension costs paid up-front (non-recurring). The additional costs are paid back at least within the first three years of the lease.

As the City's dark fiber lease program is just starting, this has created an operating capital issue. The \$50,000 grant will provide initial operating capital that will be augmented by a Hanford Area Economic Investment Fund loan.

2. Is the project you are seeking funding for a collaboration with other agencies? If so please name the other agencies and describe the relationship.

The City partnered with a number of entities, including Richland School District, Benton Public Utility District, Franklin Public Utility Districts, Department of Energy, Battelle, and LS Networks. Strategic partnerships were developed with each of these entities to drive down the cost of developing the fiber optic backbone. The City is also partnering with the Port of Benton and the Tri-Cities Research District for a commercial district build (a more extensive fiber optic network within a specific commercial district). The Research District build will be funded through a Department of Commerce grant as well as Local Revitalization Financing (LRF) funds through the City. LRF funds are tax increment financing dollars generated through a partnership between Washington State, City of Richland, Benton County and the Port of Benton.

3. Total project cost: \$2,500,000 Request as a percent of total project cost: 2%
Project Budget:

<u>Sources</u>	Revenue	<u>Amount</u>
Source		Amount
Business License Reserve Fund		\$ 50,000
HAEIF loan requested		\$ 150,000
Broadband Bond		\$ 2,300,000
Total funding		\$ 2,500,000

<u>Description</u>	Expenditures	<u>Amount</u>
Design		\$ 150,000
Facility Setup & Installation		\$ 150,000
Construction Management & Inspection		\$ 150,000
Material Procurement		\$ 450,000
Fiber Backbone Construction		\$ 1,400,000
Operating Capital		\$ 200,000
Total Cost		\$ 2,500,000

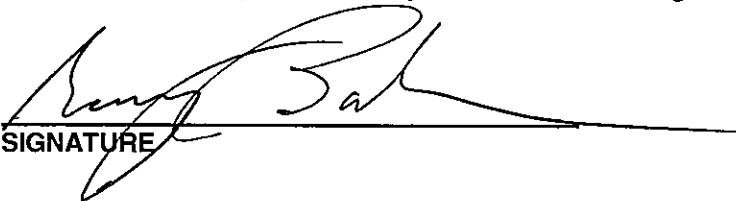
4. Explain how this project promotes the goals of the Business License Reserve Fund and how it benefits businesses and the City of Richland.

As a general economic development principal, Richland is seeking to diversify its economy away from reliance on Hanford. This will require growth in other Richland industry clusters, including technology and manufacturing. Access to reasonably priced broadband is a critical element in recruiting new companies and helping to grow existing companies. Companies now request information on access to broadband as much as they ask about access to rail, roads, power, water and wastewater. Richland also sees itself as a high-tech community, garnering attention as the eleventh geekiest city in the nation according to Forbes. To realize its full potential it needs to be a wired community as well.

By developing the City's fiber optic backbone with additional capacity, and by making this capacity available to 3rd parties, the City believes it will reduce market access costs that will increase competition, which in turn will drive down broadband prices. Eventually the fiber optic backbone could allow the community to pursue other high tech initiatives or initiatives that will aid in branding the community as a high tech community (recall Tacoma's most wired city promotion). Such initiatives could include smart grid, transportation, and public safety that would directly support the community or initiatives such as free wi-fi in the public parks, which would aid in branding the community as high-tech.

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your organization or project you think is relevant to this application.

I understand the limitations placed on use of Business License Reserve funds, and certify that requested funds will be used only for purposes described in this application or as approved by the City. I understand use of funds is subject to audit by the State of Washington.


SIGNATURE

10/4/13
DATE

**CITY OF RICHLAND
2013 BUSINESS LICENSE RESERVE FUND
GRANT APPLICATION FORM**

The Business License Reserve Fund was established by the Richland City Council to promote:

- Business activities for the purposes of core development
- Tourism
- General economic development
- Capital expenditures for community improvements
- Prevention of Blight

Qualifications: Organizations qualified to use this funding shall include the Tri-City Chamber of Commerce, Tri-Cities Visitor and Convention Bureau, and Business Improvement Districts. These groups shall have as their Charter the enhancement of the local business community and the improvement of the general environment of the City of Richland.

Award: The determination of the appropriate proposals to receive funding shall be made by the Richland City Council.

Proposals must be submitted to the office of the Community Development Department, Richland City Hall, 975 George Washington Way, Richland, WA 99352, not later than **Friday, September 28, 2012**. Any questions concerning the proposal process may be directed to Trisha Kirk Herron, Business & Tourism Development Specialist, at 942-7725. This application form is available on the City's website at www.ci.richland.wa.us under new business and programs.

Agency: UPTOWN BUSINESS IMPROVEMENT DISTRICT
Address: PO BOX 2279 RICH WA 99352
Contact Person: DEWOODARD (200001)
Name of Project: 15TH ANNUAL CHALK ART FESTIVAL

Date: 9/25/13
Date: 09/25/2012
Phone: 509-946-9990
Title: PRAS
Amount Requested: \$5,000

1. Please provide a brief description of the proposed project including a timetable for implementation.

If approved, funds from this grant will match funds that will be compiled through the local Uptown BID, to hold the 16th Annual Chalk Art Festival at the Uptown Shopping Center. The Uptown BID has been successful in nurturing this event through the partnership with the City of Richland and area small businesses and media organizations. The Annual Chalk Art Festival has been successful in providing increased revenue for area businesses by increased foot traffic to the Uptown Shopping area. In 2012, the Festival had large number of chalking participants locally and several chalking participants from out of the area, due in

part to the advertising dollars spent in outlining communities. Locally businesses confirmed an increased support in the form of monetary donations and in-kind donations to this event by local businesses.

Proposed for the 2013 15th Annual Chalk Art Festival is to include a Kid's Zone; which will include a stage that will have music, dance, and youth directed performers that will run at 30-minute intervals. Also, new for this upcoming year will be a cakewalk, bingo run, and featuring several local artists as featured participants to increase foot traffic to the Uptown Shopping Center. The Uptown BID will partnership with an area non-profit to have a group category that all proceeds will be donated to the non-profit to be utilized for an art therapy group. Organization is TBD.

Timetable to implement this will be finalized in further BID Meetings. Nonetheless, the 15th Annual Chalk Art Festival will take place on Saturday, June 8th, 2013; weather permitting.

2. Is the project you are seeking funding for collaboration with other agencies? If so please name the other agencies and describe the relationship.

New for the 2013 Chalk Art Festival the Uptown BID will increase local partnerships to strengthen the visibility and the networking for this local event. The Uptown BID hopes to partnership with 509 Art and WSU Student Body Association to capitalize on featured artists to increase foot traffic within the Uptown Shopping Center. The planning committee for the 2013 Chalk Art Festival will increase local partnerships for in-kind donations to grow the event, since it is the 15th year.

Will be launching a community involvement outreach event to create a Chalk Art Logo that will be utilized for the upcoming event. The logo competition will render one local artist's design to be featured on the participant entry forms, on volunteer and staff t-shirts, and as the page headers for the Chalk Art Website. The Chalk Art Website will allow out of town participants to register online and will allow credit card payments for registration fees; which this option has not be utilized previously.

3. Project cost: \$10,500 Request as a percent of total project cost 47%

Project Budget:

Revenue	
<u>Sources</u>	<u>Amount</u>
Sponsorship	\$3,500.00
Participant Registration	1,500.00

In-Kind Donations	500.00
City Grant	5,000.00
TOTAL	<u>\$10,500.00</u>

<u>Sources</u>	<u>Expenditures</u>	<u>Amount</u>
Chalk		\$1,500.00
Advertising		3,000.00
Re-useable community banners (4)		500.00
Porta Potties/ Handwashing Station(s)		300.00
Rental Staging for Kid's Zone		500.00
Prizes (10 years old and above)		900.00
Participation Bags (under 10 years old)		150.00
Clean Up		700.00
Event Insurance		200.00
Photography		300.00
Misc. Supplies		300.00
Feature Artists Luncheon		100.00
Website Design & Maintenance for ordering		350.00
Volunteer & Staff T-Shirts		300.00
Logo Design & Community Outreach Event		700.00
Kid's Zone Cake Walk & Bingo Cards		200.00
PA System to promote Uptown Businesses during event		150.00 
Printing		175.00

Table(s) rental for registration area	125.00
Balloon artist and face painter (service)	200.00
TOTAL	<u>\$10,500.00</u>


4. Explain how this project promotes the goals of the Business License Reserve Fund and how it benefits businesses and the City of Richland.


The Chalk Art Festival continues to grow in popularity for both the local area; and with the increased advertising and marketing to the outlining communities. This year the marketing and advertising campaign will intensify to register participants from outside the Tri-Cities by various mediums. A social site will be launched on Facebook, a website for marketing and registration that will give participants the ability to register online, and print advertising will be done outside the local area. Photos of previous years will be available by utilizing a hyperlink to the Uptown Shopping Center website, plus local sponsors will have the opportunity to network the event through email invitations that will be created for disbursement. This will allow individuals to utilize event photos to promote Richland. All the above interactions will place the Chalk Art Festival in a prime position to bring tourism dollars to the local area with increased awareness.

The Uptown Shopping Center is one of two specialty retail districts in Richland. These are prime areas for redevelopment with tourism potential. Many successful shopping areas promote an annual event; which helps solidify the appeal of an area in the minds of tourists. The Chalk Art Festival also motivates businesses to work hard to present a strong public image. The Uptown Shopping Center is thoroughly cleaned just prior to and immediately after the festival.

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your organization or project you think is relevant to this application.

I understand the limitations placed on use of Business License Reserve funds, and certify that requested funds would be used only for purposes described in this application or as approved by the City. I understand use of funds is subject to audit by the State of Washington.


SIGNATURE


DATE

**CITY OF RICHLAND
2014 BUSINESS LICENSE RESERVE FUND
GRANT APPLICATION FORM**

The Business License Reserve Fund was established by the Richland City Council to promote:

- Business activities for the purposes of core development
- Tourism
- General economic development
- Capital expenditures for community improvements
- Prevention of Blight

Qualifications: Organizations qualified to use this funding shall include the Tri-City Chamber of Commerce, Tri-Cities Visitor and Convention Bureau, and Business Improvement Districts. These groups shall have as their Charter the enhancement of the local business community and the improvement of the general environment of the City of Richland.

Award: The determination of the appropriate proposals to receive funding shall be made by the Richland City Council.

Proposals must be submitted to the office of the Community Development Department, Richland City Hall, 975 George Washington Way, Richland, WA 99352, not later than **Friday, October 4, 2013**. Any questions concerning the proposal process may be directed to Trisha Herron, Communications & Marketing Manager, at 942-7386. This application form is available on the City's website at www.ci.richland.wa.us under new business and programs.

Agency: <u>City of Richland Economic Development Office</u>	Date: <u>10-04-13</u>
Address: <u>975 George Washington Way</u>	Telephone: <u>509-942-7725</u>
Contact Person: <u>Brian Moore</u>	Title: <u>Redevelopment Supervisor</u>
Name of Project: <u>Tulip Lane Light Enhancement</u>	Amount Requested: <u>\$ 45,000</u>

1. Please provide a brief description of the proposed project including a timetable for implementation.

The City of Richland Economic Development Office requested \$45,000 to be made available to the pending Business Improvement District for the Wineries on Tulip Lane. The BID plans to install street lights to improve public safety on Tulip Lane. The Economic Development Office requested the funds to be made available to the BID to allow aesthetic enhancement of the light poles and fixtures, rather than installing lights that meet the minimum city standards. This funding was originally requested for the 2013 funding year but the BID requires additional time to form and carryout the project. This is a request for the extension of 2013 funding through 2014.

2. Is the project you are seeking funding for a collaboration with other agencies? If so please name the other agencies and describe the relationship.

The project is a collaboration between the pending Winery BID and the City of Richland EDO.

3. Total project cost: \$ 90,000 Request as a percent of total project cost: 50%
Project Budget:

<u>Sources</u>		Revenue	<u>Amount</u>
Winery BID		\$45,000	
City of Richland		\$45,000	

<u>Description</u>	Expenditures	<u>Amount</u>
Decorative Street Lights	\$90,000	

4. Explain how this project promotes the goals of the Business License Reserve Fund and how it benefits businesses and the City of Richland.

This project is a capital expenditure for the improvement of community infrastructure. It will increase the city's resilience against blight and promote business activity through tourism and general economic development by creating a strong sense of place through aesthetically appealing and locally distinct design of public infrastructure.

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your organization or project you think is relevant to this application.

I understand the limitations placed on use of Business License Reserve funds, and certify that requested funds will be used only for purposes described in this application or as approved by the City. I understand use of funds is subject to audit by the State of Washington.



SIGNATURE

10-4-2013
DATE



Council Agenda Coversheet

Council Date: 11/19/2013

Category: Consent Calendar

Agenda Item: B2

Key Element: Key 3 - Economic Vitality

Subject: APPROVE AGREEMENTS FOR THE DEVELOPMENT OF A RAIL LOOP

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to sign and take such actions as necessary to execute the five separate agreements with Central Washington Transfer Terminal and American Rock Products for the development of the proposed rail loop at Horn Rapids Industrial Park.

Summary:

This proposal is for a privately funded rail loop in the Horn Rapids Industrial Park which will retain open access and allow other private parties to utilize the facility. The rail loop will be constructed by Central Washington Transfer Terminal (CWTT) and be of sufficient length to accommodate a "unit train", which is a 100 to 120 car train filled with a single commodity. Five separate agreements are needed to implement all aspects of this proposal. The agreements are as follows:

- Purchase of 25 acres of City land by CWTT for development of their transfer facilities;
- Leasing an additional 21 acres of City land by CWTT for construction of the rail loop;
- An infrastructure extension agreement;
- A purchase and release of option between the City and American Rock Products (ARP); and
- A gravel mining agreement for American Rock Products.

The Horn Rapids Industrial Park (HRIP) is a desirable location for an open access rail loop because it is a rare location with dual rail service from both Union Pacific and Burlington Northern Santa Fe. A rail loop is an asset to the Industrial Park and would drive new private sector development within the City.

This proposal was presented to the Economic Development Committee on August 26, 2013, and received a positive recommendation. The structure of the agreements that comprise this proposal were reviewed with the City Council at the October 22 workshop.

Fiscal Impact?

☒ Yes ☐ No

Net proceeds after repurchase with American Rock Products, infrastructure and closing costs and RTLP distribution will be approximately \$106,000. Proceeds from the ground lease will be approximately \$50,000 annually for 15 years (initial term).

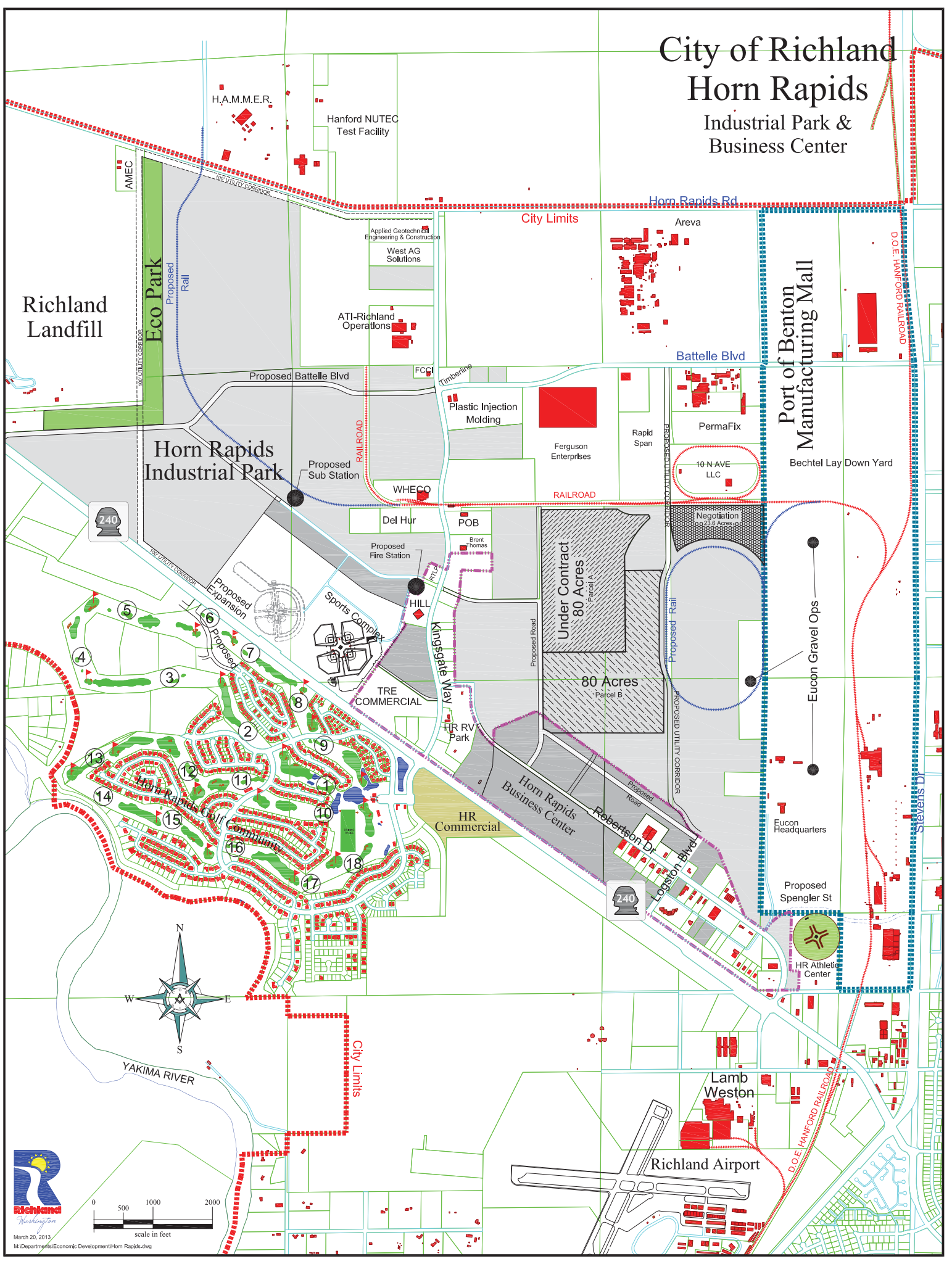
Attachments:

- 1) HRIP Map
- 2) EDC Staff Report-CWTT
- 3) EDC Staff Report-American Rock Product
- 4) CWTT Lease Agreement
- 5) CWTT PSA
- 6) CWTT Infrastructure Agreement
- 7) ARP PSA and Cancellation
- 8) ARP License

City Manager Approved:

Johnson, Cindy
Nov 15, 16:47:22 GMT-0800 2013

City of Richland Horn Rapids Industrial Park & Business Center





MEMORANDUM
Economic Development Office

TO: Economic Development Committee
FROM: Economic Development Office
DATE: August 19, 2013
SUBJECT: Commodities Plus - Land Lease, Land Purchase, & Infrastructure Financing,
Horn Rapids Industrial Park

Note: Dollar amounts were generated in August 2013 and have been modified as contract specifications have been resolved. – SCM, 11/14/2013

As part of the Economic Development Committee's responsibility to review proposals of potential land sales and leases, the Economic Development staff is asking for the EDC to review the proposed land lease, land purchase, and financing request that Commodities Plus is pursuing at the Horn Rapid Industrial Park (HRIP) and to make a recommendation to Council.

Summary:

- Dennis Kylo with Commodities Plus and his partners at Central Washington Corn Processors (CWCP) have been working with city staff regarding a loop track in the Horn Rapids Industrial Park. At this time, Mr. Kylo and his partners would like to proceed with a land lease of approximately 19 acres to build a loop track, a purchase of approximately 19 acres in the Horn Rapids Industrial Park above the proposed loop track location for their facility, as well as some financing assistance for the project (see map). Their investment for the loop and property improvements will be approximately \$5,000,000.
- The proposed lease will be approximately \$38,000 per year. The initial lease term will be for 15 years with an option to extend every five years. There will be rate escalations throughout the term of the initial lease. Commodities Plus is planning on building and paying for an 8400 lineal foot loop track on the proposed city-leased land.
- The proposed price for the land purchase will be approximately \$675,000.00 (\$22,500 per acre for 30 acres). Commodities Plus is planning to build two office buildings, storage area, and a silo on this property for their bulk trans-loading business.
- Commodities Plus has requested that the city help with road improvements to the property. Staff is researching and analyzing the costs of these improvements to see if the property and lease improvements will quantify these road improvements for LRF.

Real Estate Analysis:

Land Lease

- The price for the proposed property is approximately \$38,000 per year for approximately 8400 lineal feet.

- Premises will be approximately nineteen (19) acres of land for a rail loop track and service road, the approximate location for which is shown on Exhibit 1 "Proposed Rail Loop Exhibit." 19 acres assumes an 8,400 foot rail loop track and 50 feet from the track centerline on both sides of the track.
- The term of the initial lease will be for 15 years from effective date and will terminate on the fifteen year anniversary.
- There will be an option to negotiate a five year lease after the initial lease term is complete.
- In lieu of the first year's lease payment, upon execution. Lessee shall pay a security deposit equal to one year's rent. Lessee shall then have up to 18 months to complete construction of the rail loop track. If completion occurs before the 18th month, yearly rent payments shall commence on the first full month after completion of the loop track. If the loop track is not completed within 18 months, yearly rent shall commence at the beginning of the 19th month. The security deposit shall be applied to the first year's rent and thereafter be payable on a yearly basis and due by the 5th day of the month in which it is due.
- On December 31, 2019 and on December 31, 2024 the annual lease rate will be increased based on inflation, calculated by using the November 2014 CPI-w and the November 2019 CPI-w and the November 2024 CPI-w as published by the U.S. Bureau of Labor and Statistics.
- CWCP will be responsible for paying the leasehold excise tax assessed by the state during the lease term.
- All parties will agree to permitted and prohibited uses to present to Council for approval.
- The purchasers will have a five year option to purchase the land within or adjacent to the loop for \$25,000 per acre.
- There will be a limited non-compete clause in place during the term of the lease where the city cannot or will not offer for sale or lease of property within or adjacent to the loop to third parties engaged in business in direct competition of CWCP or their partners.
- CWCP and its partners will maintain and manage the rail loop during the term of the lease.
- CWCP and its partners will submit to the city a maintenance plan and a rail operations plan prior to closing. Both parties need to agree to the maintenance and operations plan terms in order to close.
- There will be a "without cause" and "with cause" termination section in the agreement in order to protect the city from breaches of contracts as well as other reasons that may come up in the long term.
- CWCP and its third parties will be held to city and state regulatory compliance rules related to environmental, code, and other nuisance concerns.
- There will be a buyback provision in the contract that will give the city an option to purchase the rail improvements if the city determines that they would like to terminate the contract without cause. If there is a breach of contract and the breach is not remedied, the city will not compensate the purchasers for the rail loop.

Land Purchase

- The proposed price for the land purchase will be approximately \$675,000.00 (\$22,500 per acre for 30 acres). Commodities Plus is planning to build two office buildings, storage area, and a silo on this property for their bulk trans-loading business.
- There will be a limited "non-compete" clause for sales and lease for the area within the "Rail Loop Interior".
- The city will stub utilities ten (10) feet into the property. This is part of our standard development practices.

- There is a reversionary clause within the purchase and sale agreement which will allow the city to repurchase the property if the purchasers fail to submit a building plan application for approval within six months, or do not initiate construction of the facility or fail to build the loop track within 18 months.

Financing Assistance

- CWCP and Commodities Plus are requesting the city's assistance for approximately 2,400 lineal ft. of roadway improvements from Battelle Blvd. to the loop. Staff is researching and preparing cost estimates to see if these proposed LRF improvements are feasible.

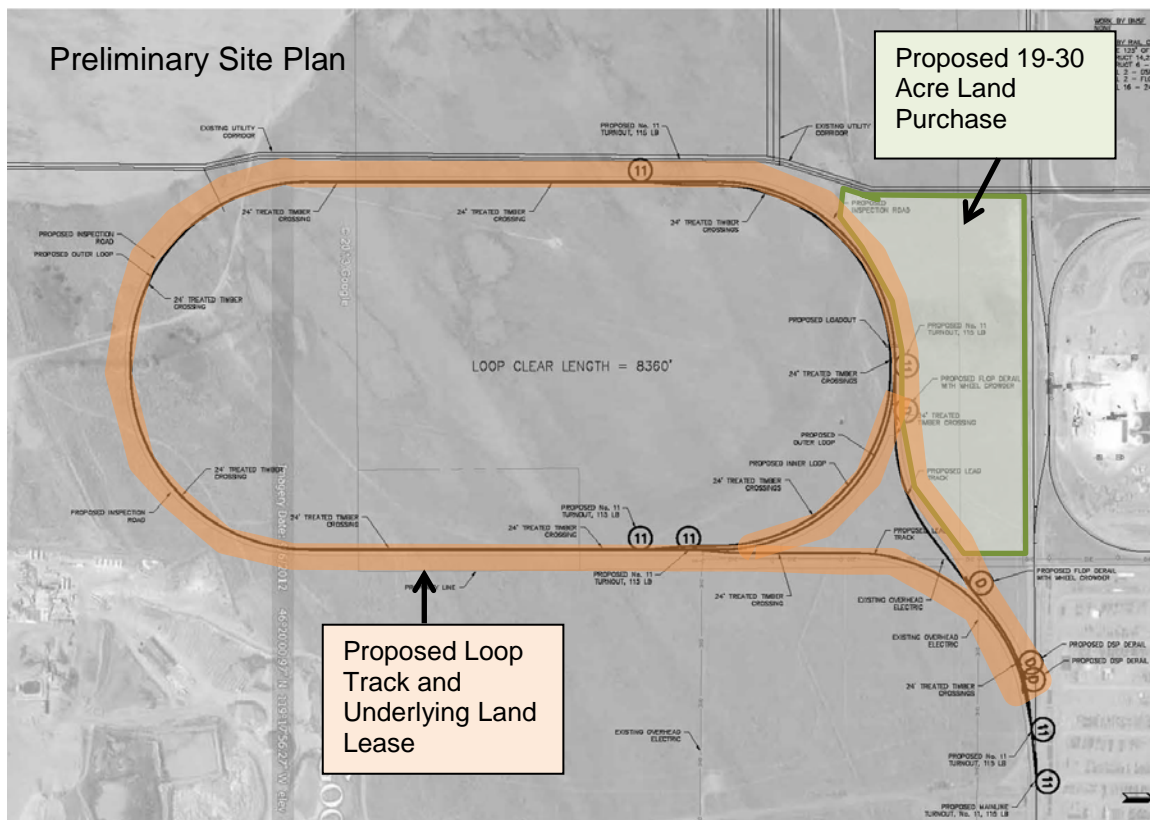
Recommendation:

Staff supports Commodities Plus and Central Washington Corn Processors proposed lease, purchase and financing request at the Horn Rapids Industrial Park for a proposed loop track, office buildings, storage and silo with a positive recommendation.

Proposed Motion:

I move that the Economic Development Committee make a positive recommendation to the Richland City Council to authorize the proposed lease, purchase and financing request (dependent on staff cost estimates) at the Horn Rapids Industrial Park for a proposed loop track, office buildings, storage and silo.

PREPARED BY: Sally Mohr, RE Marketing Specialist





MEMORANDUM
Economic Development Office

TO: Economic Development Committee
FROM: Economic Development Office
DATE: August 26, 2013
SUBJECT: American Rock Products, Repurchase of 20 Acre Property and Cancellation of Option and Mineral Extraction License Agreement - Horn Rapids Industrial Park

Note: Dollar amounts were generated in August 2013 and have been modified as contract specifications have been resolved. – SCM, 11/14/2013

As part of the Economic Development Committee's responsibility to review proposals of potential land sales and leases, the Economic Development staff is asking for the EDC to review and provide a positive recommendation to Council for the proposed repurchase of land, cancellation of option and a mineral extraction license agreement with American Rock Products at the Horn Rapid Industrial Park (HRIP).

Summary:

In April 2004, the City and American Rock Products (ARP) entered into a Purchase and Sale Agreement and closed on the purchase for approximately 20 acres in the Horn Rapids Industrial Park (shown on map as Parcel A). Simultaneous with the execution of the Purchase and Sale Agreement, the City and ARP also entered into an Option Agreement allowing ARP to purchase 5 acre increments of land south of Parcel A (shown in the map as Parcel B).

At this time, the City would like to buy back that same 20-acre property from ARP and cancel ARP's option on the adjacent property. ARP is willing to sell the purchased property back to the City and agrees to the cancellation of its option in return for a mineral extraction agreement to mine, produce, store and remove aggregate materials from the Horn Rapids Industrial Park for a set period of time.

This purchase and sale agreement with the option cancellation and the mineral extraction license agreement are tied to the Central Washington Corn Processors' proposed loop project. If the proposed loop project does not move forward for any reason, neither will the buy-back agreement with the option cancellation nor the mineral extraction license agreement.

Purchase and Sale Agreement and Option Cancellation:

- The City will pay American Rock Products \$270,875.27 for the repurchase of the 20 acre property that American Rock Product (same price ARP paid in 2004) and \$20,000.00 for the cancellation of the Option Agreement.
- This will allow the City to move forward with the development of a proposed loop project encompassing parcel A, which in turn will allow for more development of the Horn Rapids Industrial Park.

Mineral Extraction License Agreement:

- In addition, the City agrees to enter into a Mineral Extraction License Agreement to allow American Rock Products to conduct, at no further charge from the City, the removal and processing of sand and gravel and related activities on the property described as Parcels A & B and portions of the land within the interior of and adjacent to the Rail Loop.
- ARP will be allowed to extract, produce, store and remove aggregate materials for a two-year period.

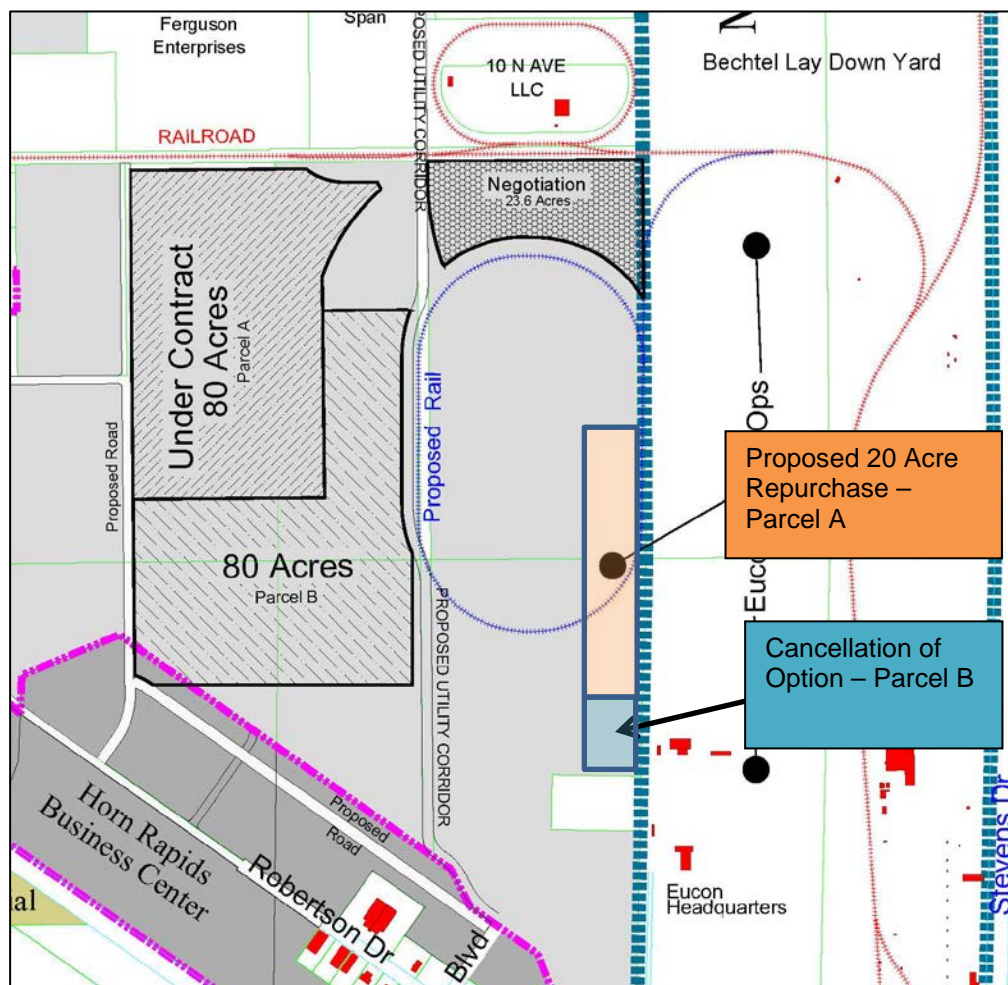
Recommendation:

Staff supports the City's proposal to the repurchase of land, cancellation of the option agreement and a mineral extraction license agreement with American Rock Products at the Horn Rapid Industrial Park.

Proposed Motion:

I move that the Economic Development Committee make a positive recommendation to the Richland City Council to authorize the repurchase of the 20-acre parcel of land, the cancellation of the existing option agreement and entering into a mineral extraction license agreement with American Rock Products at the Horn Rapid Industrial Park.

PREPARED BY: Sally Mohr, RE Marketing Specialist



**GROUND LEASE AGREEMENT
BETWEEN
THE
CITY OF RICHLAND
AND
WASHINGTON TRANSFER TERMINAL, LLC.**

This Agreement is made and entered into by and between the **CITY OF RICHLAND**, a municipal corporation of the State of Washington, hereinafter referred to as “City,” and **CENTRAL WASHINGTON TRANSFER TERMINAL LLC.**, a Delaware limited liability company, hereinafter referred to as “Lessee.”

WITNESSETH:

WHEREAS, the City of Richland has identified in its long-term strategic plan the desire to develop industries served by rail; and

WHEREAS, the Lessee desires to enter into an Agreement leasing a portion of industrial park to construct, maintain and operate a rail “loop track” and uses ancillary to and dependent upon the rail industry;

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

**SECTION 1
PREMISES, TERMS, AND RENEWAL**

- 1.1 Premises.** The Premises shall be approximately twenty-five (25) acres of land for a rail loop track and service road. The approximate location is set forth herein as Exhibit A and shall be supplemented by as-built drawings upon completion of the track. The twenty-five (25) acres assumes eighty-four hundred (8,400) feet of rail loop track and fifty (50) feet from the centerline of the track on both sides, labeled as Area 1 as well as Area 2 depicted in Exhibit A. The final lease legal description will be based on the actual length of track.
- 1.2 Inspection of Property.** Lessee has inspected the Property and agrees to take the Property in its present condition. Lessee is relying on its own inspections of the Property to determine whether to enter this Lease, and Lessee is not relying on any representation made by City, its employees or agents. The taking of possession by Lessee under this Lease shall be deemed conclusively to establish that the Property is in good and satisfactory condition, and Lessee accepts the Property “as is,” having had a full and complete opportunity to inspect the same.
- 1.3 Effective Date.** This Lease Agreement, although executed on the date of signature of the second party, shall become effective fifteen (15) calendar days

after closing on the Purchase and Sale Agreement between the City of Richland and Washington Transfer Terminal, LLC for purchase of the 25 acres upon which the rail loop shall be constructed. In the event the City of Richland and Central Washington Transfer Terminal fail to close on the Purchase and Sale Agreement referenced herein, this Lease Agreement shall terminate, and the parties shall have no obligations hereunder.

- 1.4 Term.** The permission herein granted to the Lessee shall be for a period of fifteen (15) years from the effective date as determined under Section 1.3 above, and shall cease and terminate at 11:59 p.m. on the fifteen-year anniversary of the effective date.
- 1.5 Renewal.** Upon application of the Lessee, and provided that the Lessee is not in uncured breach of this Agreement, the City and Lessee shall negotiate a renewal of this lease in increments of additional five (5) year terms. Negotiations for extension of this Lease Agreement shall commence upon written request of Lessee given to City no later than six (6) months prior to the end of each lease term.
- 1.6 Expiration.** If, upon the end of the initial fifteen (15) year term, a renewal is not successfully negotiated, this Lease shall terminate and be subject to Section 5.2(b) of this Agreement.
- 1.7 Lease Rate.** The lease rate for the Premises described in Section 1.1 during the initial term of this Agreement shall be \$2,000 (two thousand) per acre (calculated at \$25,000 land value x 0.08 rent rate = \$2,000 per acre) paid in twelve (12) equal monthly installments as follows:
1. Upon execution of this Lease Agreement, Lessee commits to pay a security deposit equal to one year's rent plus applicable leasehold excise tax. This deposit shall be paid in lieu of the first year's monthly lease payments, and shall be delivered to the City no later than ten (10) business days after the effective date of this Agreement as defined in Section 1.3 above. Thereafter, monthly rent payments on the annual amount due shall commence on either: 1) the beginning of the 19th month after the effective date of this Agreement (the month of signing counts as month one); or 2) the first full month post-completion of the loop track, whichever occurs earlier. The security deposit shall be applied to the first year's rent, and all rent payments thereafter shall be paid on a monthly basis and due by 1600 hours (4:00 p.m.) on the 5th day of the month in which it is due. If the 5th day of the month falls on a weekend or holiday, Lessee's rent payment is due the first business day after the 5th when the City of Richland is open to the public for business transactions.
 2. On December 31, 2019 and December 31, 2024, respectively, the annual lease rate will increase based on inflation, calculated by using the November 2014 CPI-W, the November 2019 CPI-W, and the November 2024 CPI-W as

published by the U.S. Bureau of Labor and Statistics. This is calculated by taking the current rent and multiplying as follows: $[1 + (\text{CPI-W } 2019 - \text{CPI-W } 2014) / \text{CPI-W } 2014]$ for the rent increase effective January 1, 2020, and $[1 + (\text{CPI-W } 2024 - \text{CPI-W } 2019) / \text{CPI-W } 2019]$ for the rent increase effective January 1, 2025.

3. **Leasehold Excise Tax.** In addition to the rent amount as identified and calculated above, Lessee is also required to pay to the City of Richland leasehold excise tax as assessed by the Washington State Department of Revenue pursuant to RCW 82.29A, or as hereafter amended. The City shall calculate and notify Lessee of its monthly excise tax obligation, which shall be paid simultaneously with Lessee's monthly rent obligation. City shall remit Lessee's monthly leasehold excise tax to the Washington State Department of Revenue on Lessee's behalf. The 2013 leasehold tax rate is 12.84% of taxable rent; Lessee shall pay each year per the current adjusted rate for the year in which payment is made.
 4. **Late Payments.** Any rent or leasehold excise tax payment not paid within ten (10) days of the due date shall accrue interest on the unpaid amount at the rate of one and one-half percent of the late payment for each month or portion of month by which the payment is delayed.
- 1.8 Permitted Uses.** The Lessee shall use the Premises for the purpose of receiving, shipping, and trans-loading of rail cars holding products listed in Exhibit B. All storage and handling of materials shall meet code requirements as established in the Richland Municipal Code.
- 1.9 Prohibited Uses.** The Lessee shall not use the Premises for the purpose of receiving, shipping, storing, or trans-loading of rail cars holding products listed in Exhibit C.
- 1.10 Uses Requiring City Approval.** For uses not identified in Exhibits B and C as incorporated by reference in Sections 1.6 and 1.7 herein, Lessee shall submit a written request to the City's Economic Development Manager requesting authorization for the use. Upon receipt, City staff shall review the proposed use, and may authorize a temporary, one-time thirty (30) day approval for the transport and/or storage of said use, or the City may deny Lessee's request. Either decision rests within the City's sole discretion. Any request by Lessee to permanently expand the uses allowed under Exhibit B of this Agreement must be submitted in writing to the City's Economic Development Manager and presented to Council for approval.

SECTION 2

TRACK CONSTRUCTION, MAINTENANCE, RIGHTS, FEES & OPTION

- 2.1 Purchase Option.** For a period of five (5) years after completion of rail loop track infrastructure, Lessee shall have an option to purchase real property located within the rail loop track at a price of \$25,000 per acre. Thereafter, the purchase price shall be negotiated in good faith based upon City listings for similarly-situated property. Approval of any purchase during the Option period shall be subject to the City's approval of the intended use of the property, and shall also be subject to a reversionary clause in the event the property is not developed consistent with the intended use or City-prescribed construction schedules.
- 2.2 Limited Non-Compete.** During the term of this initial Lease, the City shall not offer for sale or lease property within the loop track to third parties engaged in the business of shipping or trans-loading commodities used for animal feed. Exhibit D identifies the properties to which this limited non-compete applies. This limited non-compete shall expire after the initial 15-year term.
- 2.3 Option to Purchase Remaining Interior Property.** Once development has occurred on no fewer than sixty (60) acres of the interior rail loop property, Lessee shall have the option to buy the remaining interior property within the rail loop, as well as the land underlying the loop that is the subject of this Lease. This option shall be separately negotiated between the parties upon written notice by Lessee of Lessee's intent to execute the option to purchase. For purposes of this section, development is defined as physical improvements built on the property (e.g., development storage space or buildings).
- 2.4 Loop Parcel Marketing.** The City may market for lease or sale the property within or adjacent to the loop track subject to the limitations set forth in Section 2.2.
- 2.5 Track Rights and Charges.** During the term of this Lease, unless otherwise agreed in writing by the Parties, Lessee shall be responsible for scheduling and use of the track by Lessee and any third parties subject to a Rail Operations Plan that includes the following:
1. Lessee shall provide tariffs for use of the loop track which shall be approved by the City. The tariffs may have yearly escalators based upon the Consumer Price Index ("CPI") for King County, Washington.
 2. Lessee shall establish hours of operation and operational details for third party users. The final Rail Operations Plan shall be submitted no later than sixty (60) business days prior to commencement of the use of the rail loop track. Lessee is required to obtain City approval of the final Rail Operations Plan no later than fifteen (15) days prior to use of the loop track. Upon approval, the final Rail Operations Plan shall become Exhibit E of this Agreement. If a draft and final Rail Operations Plan is not agreed upon by

both Parties by said dates, this Agreement shall terminate unless an extension is mutually agreed upon in writing.

3. Lessee, or its agents or assigns, shall perform maintenance on the loop track, at all times maintaining the Premises and Lessee's improvements in a clean and safe condition and in good repair and operating condition in accordance with industry standards. The rail loop track and rail leads shall be maintained to the standards described in Exhibit F herein, referred to as the Rail Track Maintenance Standards.
4. Neither Lessee, nor any third party, shall utilize the loop track for storage of rail cars. All entities must trans-load in accordance with the applicable demurrage time schedules detailed in the final Rail Operations Plan.
5. The Lessee shall allow BNSF Railway and the Union Pacific Railroad, or their agents, to deliver trains directly to the Lessee and/or third parties using the rail loop track so long as tariffs are paid in accordance with the final Rail Operations Plan.
6. Lessee and City are each authorized to grant access to third parties for use of the rail loop track.
7. Lessee agrees to keep the rail loop track clear when not in use by a unit train in order to allow other third parties to exercise access rights.
8. Under no circumstance shall Lessee use the Rail Wye Tracks for the storage of rail cars.
9. Lessee shall comply with all city, state, and federal codes, and shall be in compliance with relation to noise, dust, and odor, and other regulations not specified herein.

2.6 Lessee Improvements.

1. Lessee Construction. No construction activities shall occur until an authorized City representative has issued a Notice to Proceed (NTP).
2. Rail Loop Track. The Lessee shall, within eighteen (18) months of the effective date of this Lease, construct and build an operational rail loop track on the Premises, at Lessee's sole cost and expense, as generally shown on Exhibit A ("Rail Loop Track"). At a minimum, the Rail Loop Track must meet FRA Class II railroad guidelines and be approved for unit train operation by BNSF Railway and Union Pacific Railroad.
3. Additional Track and Minimum Standards. Lessee shall, within twelve (12) months of the effective date of this Lease, construct and build rail tracks connecting the City's rail line to the rail loop track, at Lessee's sole cost and expense, as also generally shown on Exhibit A ("Rail Wye Tracks"). The Rail Wye Tracks will be located on City and Port property. At a minimum, the Rail Wye Tracks must meet FRA Class II railroad guidelines and be approved for unit train operation by BNSF Railway and Union Pacific Railroad.

4. Service Road. Lessee shall, within twelve (12) months of the effective date of this Lease, construct and build an operational road along the perimeter of the Rail Loop Track and along the Rail Wye Tracks, at Lessee's sole cost and expense ("Service Road"). The Service Road must be capable of accommodating service inspections of rail cars and unit trains, as well as provide emergency vehicle access to the interior of the rail loop. The Service Road must be in compliance with City codes and permitting. Rail operations shall not occur until service roads are constructed and in place.
5. Site Plans. Construction of the rail loop is subject to approval of the City's planning process. Failure to receive the proper approvals through the building application process will result in City's termination of this Lease without penalty. Lessee shall be responsible to pay for and obtain all necessary permits for Lessee-initiated improvements.
6. Insurance Requirements of Contractors/Subcontracts. Lessee is solely responsible for determining the insurance coverage and limits required for all contractors or subcontractors involved in construction of the improvements contemplated under this Lease Agreement, which determination shall be made in accordance with reasonable and prudent business practices.
7. Protection of Property from Construction Liens. Lessee shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any work or improvement performed by or for Lessee to be enforced against the Premises, however it may arise. Lessee may withhold payment of any claim in connection with a good faith dispute over an obligation to pay, so long as City's property interests are not jeopardized. Lessee shall defend and indemnify City against all liability and loss of any type arising out of the construction of improvements on the Property by Lessee. Unless caused by City, its agents or contractors, Lessee shall reimburse the City for all sums paid according to this paragraph, together with the City's reasonable attorney's fees and costs plus interest on those sums at the legal rate.

2.7 Right to Mine, Mineral License, American Rock Products. During the term of the Lease, Lessee shall allow American Rock Products (ARP) the exclusive right to mine, process, remove and store aggregate materials. ARP shall not use the License Location for any other purpose without the written consent of the City. The City shall not use the License Location, nor grant any other party the right to use the License Location, for any other purpose without the express written consent of ARP. Upon Lessee's commencement of construction of the railroad spur and loop, the City shall send ARP written notice that ARP's exclusive right to mine, process, store and remove aggregate materials from the License Location shall now be limited to two (2) years from date of the City's written notice, or until such time as ARP gives notice to the City of its intent to cease mining operations and thereafter completes its reclamation obligations, whichever occurs first. Neither Lessee, nor Lessee's agents or assigns, shall interfere with ARP's ability to mine, process, remove or store aggregate materials from the License Location, and shall, to the extent practicable, prevent, minimize

and/or remove physical obstacles to ARP's mining operation caused by the rail loop construction.

- 2.8 Performance and Maintenance Bond.** Lessee shall provide the City with a performance bond, or other agreed form of security in an amount not less than the annual rent under the lease times fifteen (15) years, which is equal to the total value of this Lease Agreement. Lessee or its primary contractor shall also provide a construction bond in an amount of not less than four million five hundred thousand dollars (4.5 million), which is equal to the value of all improvements contemplated under this Lease Agreement. Each bond shall be executed on forms provided by the City, and must be issued by a company registered to do business in the State of Washington.
- 2.9 Approval Process.** In connection with Lessee's improvements, the City may impose reasonable requirements on Lessee and on operators, contractors and agents performing work for the Lessee, including, but not limited to, the requirement to submit: names of proposed contractor(s), proposed plans and specifications is such detail as is determined necessary by the City, a site-use plan, an erosion/sediment control plan, and environmental controls. The City shall have thirty (30) days from the submission of required information to approve or disapprove the proposed work, or to approve the proposed work subject to certain conditions. Lessee shall provide "as-built" drawings to the City within thirty (30) days after completion of any work. This approval process is in addition to any permitting or regulatory process to which the city may be a party.
- 2.10 Joint Rail Access.** No action shall be taken by Lessee to restrict the fair, equal, and competitive joint use or access opportunity of the BNSF Railway or the Union Pacific Railroad, or their agents, to operate on the Premises with their equipment and employees.
- 2.11 City Inspections.** A joint inspection by the City and Lessee of the Premises and Lessee's improvements shall be performed annually each September during the Lease Term, at an agreed-upon reasonable time, to assess the condition of the entire Premises and Lessee's improvements, including the environmental condition, and to document any necessary maintenance and repairs. The joint inspection shall be documented in writing by the City, and shall include a list of all necessary maintenance and repairs to the Premises and improvements as agreed by the parties during the joint inspection. A copy of the joint inspection report produced by the City shall be provided to Lessee within thirty (30) days after completion of the joint inspection. Lessee shall expeditiously correct all condition deficiencies identified in the joint inspection report to the satisfaction of the City.
- 2.12 Monthly Reporting.** Beginning the second full month that the rail loop is operational, Lessee shall provide a monthly report to the City summarizing all rail activity and rail car counts (volumes) on the Premises during the preceding

month. This report shall, at a minimum, show the number of rail cars broken down by railroad, as well as rail content handled on the Premises. Lessee shall immediately notify the City of all emergencies, accidents, and incidents occurring on the Premises, and shall contact emergency responders when warranted by the circumstances of any such emergency, accident or incident.

2.13 City Obligations. The City shall be obligated to perform the following:

1. Acquire an access/easement to City property for the purpose of Lessee's construction of the Rail Wye Tracks.
2. The City reserves the right to add rail switches and associated rail trackage to the Rail Loop Track to tie third-party rail spurs into the Rail Loop Track, the Rail Wye, or any other trackage. The City may construct new rail infrastructure, including new rail tracks, on the Premises, provided the construction or existence of such infrastructure does not materially interfere with Lessee's operations.

SECTION 3 STANDARD CONDITIONS

- 3.1 Anti-Discrimination.** Lessee shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or sexual orientation in the conduct of its operation hereunder.
- 3.2 Assignment.** The permission herein granted shall not be assignable or transferable by operation of law, nor shall the Lessee assign, transfer, mortgage, pledge 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. Notwithstanding the above, any easements granted shall run with the property.
- 3.3 Contracting Officer.** The Economic Development Manager 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. Lessee shall be responsible for notifying the City of a current contact person for the Lessee in the event of an emergency.
- 3.4 Emergency Services.** The Lessee shall coordinate with the City of Richland Fire Department in all matters concerning fire safety and emergency vehicle access. City reserves the right at all times and without notice to access the Premises for emergency services.
- 3.5 Indemnification/Hold Harmless.** Lessee shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's, or its

contractor's or subcontractor's use of premises, 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 rail loop track, 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 rail loop track 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) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Lessee and the City, its officers, officials, employees, and volunteers, Lessee's liability hereunder shall be only to the extent of the Lessee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Lessee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

3.6 Insurance. 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 Lessee's operation and the use of the leased Premises. Additionally, the City shall require any third party lessees or lot owners

to acquire property and casualty insurance naming Lessee as an additional insured and requiring a certificate of insurance naming Lessee as an additional insured.

- (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 \$2,000,000 each occurrence; \$6,000,000 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:
 - 1. 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.
 - 2. Lessee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

- (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. Lessee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily 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) 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 for cause.
- 3.7 Laws, Licenses and Permits.** The Lessee, at Lessee's own expense, shall comply with all federal, state and city laws and regulations with regard to construction, licenses or permits to do business, and all other matters. Further, Lessee shall comply with all laws and regulations governing rail operations.
- 3.8 Taxes.** All sales taxes, leasehold excise taxes, and other applicable taxes shall be coded to the City of Richland.
- 3.9 Sanitation.** In addition and without limitation, the Lessee shall at all times during the term of this Lease, at its own expense, keep and maintain the area identified in Exhibit A hereof free from litter or debris.
- 3.10 Utilities.** The Lessee shall, at its own expense, furnish and pay for all utilities as may be required under building and operating permits.
- 3.11 Construction.** Construction of facilities and all accessory amenities such as parking, access streets, utilities, etc. completed by the Lessee shall be the responsibility of the Lessee. All improvements shall be to City of Richland standards. All plans shall be submitted, reviewed, and approved by the City prior to construction.

SECTION 4

HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE

- 4.1 Definition.** "Hazardous Materials" as used herein shall mean:

- (a) Any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances or any dangerous waste or hazardous waste as defined in the Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105) or as defined in the Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or
- (b) "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.) and Washington's Model Toxics Control Act ("MTCA") as now existing or hereafter amended (RCW Ch. 70.105); or
- (c) Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.

4.2 Use of Hazardous Substances. Lessee covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, or above the property, except in accordance with all applicable laws.

4.3 Environmental Compliance.

- (a) Lessee shall, at Lessee's own expense, comply with all federal, state and local laws, ordinances and regulations now or hereafter affecting the Premises, City's business, or any activity or condition on or about the Premises, including, without limitation, all laws, ordinances and regulations related to Hazardous Materials, all laws relating to creation of noise, light and glare, the creation of dust, smoke or other emissions into the air and all other environmental laws relating to the improvements on the Premises, soil and groundwater, storm water discharges, or the air in and around the Premises, as well as such rules as may be formulated by the City ("the Laws"). Lessee warrants that its business and all activities to be conducted or performed in, on, or about the Premises shall comply with all the Laws. Lessee agrees to change, reduce, or stop any non-complying activity, or install necessary equipment, safety devices, pollution control systems, or other installations that may be necessary at any time during the term of this Agreement to comply with the Laws.

- (b) Lessee shall not cause or permit to occur any violation of the Laws on, under, or about the Premises, or arising from Lessee's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions.
- (c) Lessee shall promptly provide all information regarding any activity of Lessee related to hazardous Materials on or about the Premises that is requested by the City. If Lessee fails to fulfill any duty imposed under this paragraph within a reasonable time, City may do so; and in such case, Lessee shall cooperate with City in order to prepare all documents City deems necessary or appropriate to determine the applicability of the Laws to the Premises and Lessee's use thereof, and for all compliance therewith, and Lessee shall execute all documents promptly upon City's request. No such action by City and no attempt made by City to mitigate damages shall constitute a waiver of any Lessee's obligations under this paragraph.
- (d) Lessee shall, at Lessee's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities ("the Authorities") under the Laws.
- (e) Should any Authority demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Agreement at or from the Premises and that is not the result of the acts or omissions of the City, or which arises at any time from Lessee's use of occupancy of the Premises, then Lessee shall, at Lessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Lessee shall carry out all such cleanup plans. Any such plans and cleanup are subject to City's prior written approval.
- (f) If a release of Hazardous Substances occurs in, on, under, or above the Property, or other property, arising out of any action, inaction, or event described or referred to in this document, Lessee shall at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substance. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed with all applicable laws, rules, ordinances, and permits. Lessee shall be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or referred to in this document.

4.4 Indemnification.

- (a) Lessee shall be fully and completely liable to the City for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any Authority with respect to Lessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials in or about the Premises, common area, or buildings. Lessee shall indemnify, defend, and save the City harmless from any and all of the costs, fees, penalties, and charges assessed against or imposed upon City (as well as City's attorney's fees and costs) by any Authority as a result of Lessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials, or from Lessee's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Laws.
- (b) Lessee shall indemnify and hold City harmless from any and all claims, liabilities, lawsuits, damages, and expenses including reasonable attorney's fees for bodily injury or death, property damage, loss, or costs caused by or arising from the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by Lessee or any of its agents, representatives or employees in, on, or about the Premises occurring during the term of this Agreement.
- (c) City shall indemnify and hold the Lessee harmless from any and all claims, liabilities, lawsuits, damages, and expenses, including reasonable attorney's fees arising from third party actions brought against Lessee that are caused by or arise from the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by City or any of its agents, representatives or employees in, on, or about the Premises.

4.5 Reporting Requirements. Lessee shall comply with the Laws requiring the submission, reporting, or filing of information concerning Hazardous Materials with the Authorities, and shall provide to City a full copy of such filing or report as submitted within fifteen (15) days of such submission.

4.6 Right to Check on Lessee's Environmental Compliance. City expressly reserves the right, and Lessee shall fully cooperate in allowing, from time to time, such examinations, tests, inspections, and reviews of the Premises as City, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems.

4.7 Remedies. Upon Lessee's default under this Section, Hazardous Materials and

Environmental Compliance, City shall be entitled to the following rights and remedies in addition to any other rights and remedies that may be available to the City:

- (a) At City's option, to terminate this Agreement immediately, notwithstanding the notice of Section 6.8 and the buyback provisions of Section 5; and/or
- (b) At City's option, to perform such response, remediation and/or cleanup as is required to bring the Premises and any other areas of City property affected by Lessee's default into compliance with the Laws and to recover from Lessee all of the City's costs on connection therewith; and/or
- (c) To recover from Lessee any and all damages associated with the default, including, but not limited to, response, remediation and cleanup costs and charges, civil and criminal penalties and fees, adverse impacts on marketing the Premises or any other adjacent area of City property, loss of business and sales by City and other City lessees, diminution of value of the Premises and/or other adjacent areas owned by City, the loss or restriction of useful space on the Premises and/or other adjacent areas owned by City, any and all damages and claims asserted by third parties, and City's attorney's fees and costs.

4.8 Remediation on Termination of Agreement. Upon the expiration or earlier termination of this Agreement, Lessee shall remove, remediate or cleanup any Hazardous Materials on or emanating from the Premises, provided that the presence of Hazardous Materials arises from Lessee's use or occupancy of the Premises or Lessee's acts or omissions exacerbate the cost of remediation and Lessee shall undertake whatever other action may be necessary to bring the Premises into full compliance with the Laws ("Termination Cleanup"). The process for such Termination Cleanup is subject to City's prior written approval. If Lessee fails or refuses to commence the Termination Cleanup process, or fails to reasonably proceed toward completion of such process, City may elect to perform such Termination Cleanup after providing Lessee with written notice of the City's intent to commence Termination Cleanup, and after providing Lessee a reasonable opportunity, which shall be not less than ninety (90) days after such notice (unless City is given notice by a government agency with jurisdiction over such matter that Termination Cleanup must commence within a shorter time, in which case City shall give Lessee notice of such shorter time), to commence or resume the Termination Cleanup process. If City performs such Termination Cleanup after said notice and Lessee's failure to perform same, Lessee shall pay all City costs.

4.9 Survival. Lessee's obligations and liabilities under this Section, Hazardous Materials and Environmental Compliance, shall survive the expiration of this Agreement.

4.10 Third Parties. Lessee shall require of third party lessee or owner, within the interior or adjacent to the loop, to comply with Section 4 of this Agreement.

SECTION 5 TERMINATION & LOOP TRACK BUYBACK

5.1 Termination. This Agreement may be terminated as set forth below subject to the Buyback provisions contained herein.

- (a) For Cause. Any failure on the part of the Lessee to comply with any or all parts of this Agreement may result in termination of this Agreement for “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 the Lessee. Prior to termination, the parties will schedule a meeting within forty-eight (48) hours of receipt of written notice to resolve the problem or concern. Termination may be initiated for failure to cure any violation within sixty (60) days. Lessee may seek a hearing before the City Council if good cause exists for the failure to cure within the prescribed period. The Council may thereafter extend the cure period. Any waiver of an infraction by the City shall not be deemed to become a waiver of any other infraction which may occur.

Breach of Contract: Other defined events or thresholds that, if remain uncured with reasonable notice, provide the City the authority to terminate include:

1. Failure to maintain roads.
 2. Failure to comply with a City-approved tariff structure.
 3. Failure to allow use of the track to paying third parties.
 4. Failure to address nuisance activity.
 5. Failure to safely operate the track.
 6. Failure to comply with City code requirements.
 7. Failure to generate rail traffic (less than 1,200 cars annually).
 8. Failure to maintain insurance as provided herein.
 9. Other items that may be defined by mutual agreement and incorporated herein as an exhibit to this Lease Agreement.
- (b) Without Cause. Either party may terminate this Agreement without cause by giving the other party a minimum of ninety (90) business days' written notification. However, termination shall not preclude Lessee from access rights to the Rail Loop Track under the same terms as any third party user.
- (c) If the Lessee terminates the Agreement per Section 5.1(b), Lessee shall not be compensated. Lessee will remove the improvements at Lessee's

expense, or the City will have the option to take possession and ownership of the improvements (at no charge).

- (d) If the rail loop has been abandoned, vacated, and/or partially or fully removed, this Agreement shall be terminated and will be considered a “for cause” termination subject to Section 5.2(b). In the event of termination for the reason provided herein; and the Lessee does not remove within thirty (30) days’ written notice the stockpiled material, supporting structures, buildings and other improvements placed upon the Premises by the Lessee, the City may, at its option: 1) on the payment of one dollar (\$1.00) take title to said property and/or material; or 2) dismantle, remove and dispose of such property at the City’s discretion, and charge to the Lessee a fee for dismantling, removing, transporting and disposing of said property and/or material.

5.2 Buyback Provisions. Upon termination of this Lease Agreement, the City and Lessee have the following options:

- (a) If the City terminates this Agreement per Section 5.1(b) “without cause” and the loop track continues to be in use, the City shall have the option to purchase the rail loop track improvements at the value agreed upon in the buyback schedule shown in Exhibit G. In the event the City terminates “without cause,” the Lessee shall have a right as a third party to utilize the rail loop according to the Rail Operations Plan.
- (b) If the City terminates “for cause” under Section 5.1(a), the City has the option to either take possession and ownership of the improvements (at no charge) or require Lessee to remove the improvements at Lessee’s expense.

SECTION 6 MISCELLANEOUS PROVISIONS

6.1 Time of the Essence. Time is of the essence of this Lease, and for each and every covenant or condition which must be performed hereunder.

6.2 Dispute Resolution. City and Lessee agree to negotiate in good faith for a period of thirty (30) business days from the date of notice of any dispute 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. Venue shall be Benton County Superior Court. Arbitration of all claims will be in accordance with the Mandatory Arbitration Rules of Benton & Franklin Counties. In any dispute, the substantially prevailing party shall be entitled to reasonable attorney fees and costs.

- 6.3 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.
- 6.4 Integration.** 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.
- 6.5 Survival of Obligations.** In the event of termination of this Agreement for any reason, the obligations of Lessee to restore the Property, and to indemnify the City as set forth above, shall survive termination.
- 6.6 Exhibits and Addenda.** All exhibits and addenda to which reference is made in this Lease are incorporated in the Lease by the respective references herein. References made to "this Lease" include matters incorporated by reference.
- 6.7 Captions.** The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Lease or any part or parts of this Lease.
- 6.8 Notice.** Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

TO LESSEE:

Central Washington Transfer
Terminal
Attn: Dennis Kylo
Central Washington Transfer
Terminal
Attn: Dennis Kylo
427 W 1st Avenue
Spokane, WA 99201
(509) 623-1144
dkyllo@commoditiesplus.com

TO CITY:

City of Richland
Attn: Economic Development Manager
975 George Washington Way
PO Box 190, MS 18
Richland, WA 99352
Phone: (509)942-7583
FAX: (509)942-5666

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

6.9 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.

6.10 Warranty of Authority. The persons executing and delivering this Lease on behalf of City and Lessee each represent and warrant that each of them is duly authorized to do so, and that execution of this Lease is the lawful and voluntary act of the person or entity on whose behalf they purport to act.

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

Signed this _____ day of _____, 2013

CITY OF RICHLAND - Lessor

WASHINGTON TRANSFER TERMINAL
Lessee

By: Cynthia D. Johnson Date
Its: City Manager

By: Dennis Kylo Date
Its:

ATTESTED:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

County of _____

GIVEN under my hand and official seal this ____ day of _____, 2013.

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

County of Benton

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission Expires: _____

EXHIBITS

- Exhibit A - Map of Rail Loop Track on Leased Property
- Exhibit B – Permitted Uses
- Exhibit C- Non-Permitted Uses
- Exhibit D – Map of Purchase Option and Non-Compete Areas of Property
- Exhibit E – Final Operations Plan
- Exhibit F - Rail Track Maintenance Standards
- Exhibit G – Buyback Schedule

DRAFT

HORN RAPIDS RAIL LOOP LEASE-EXHIBIT A

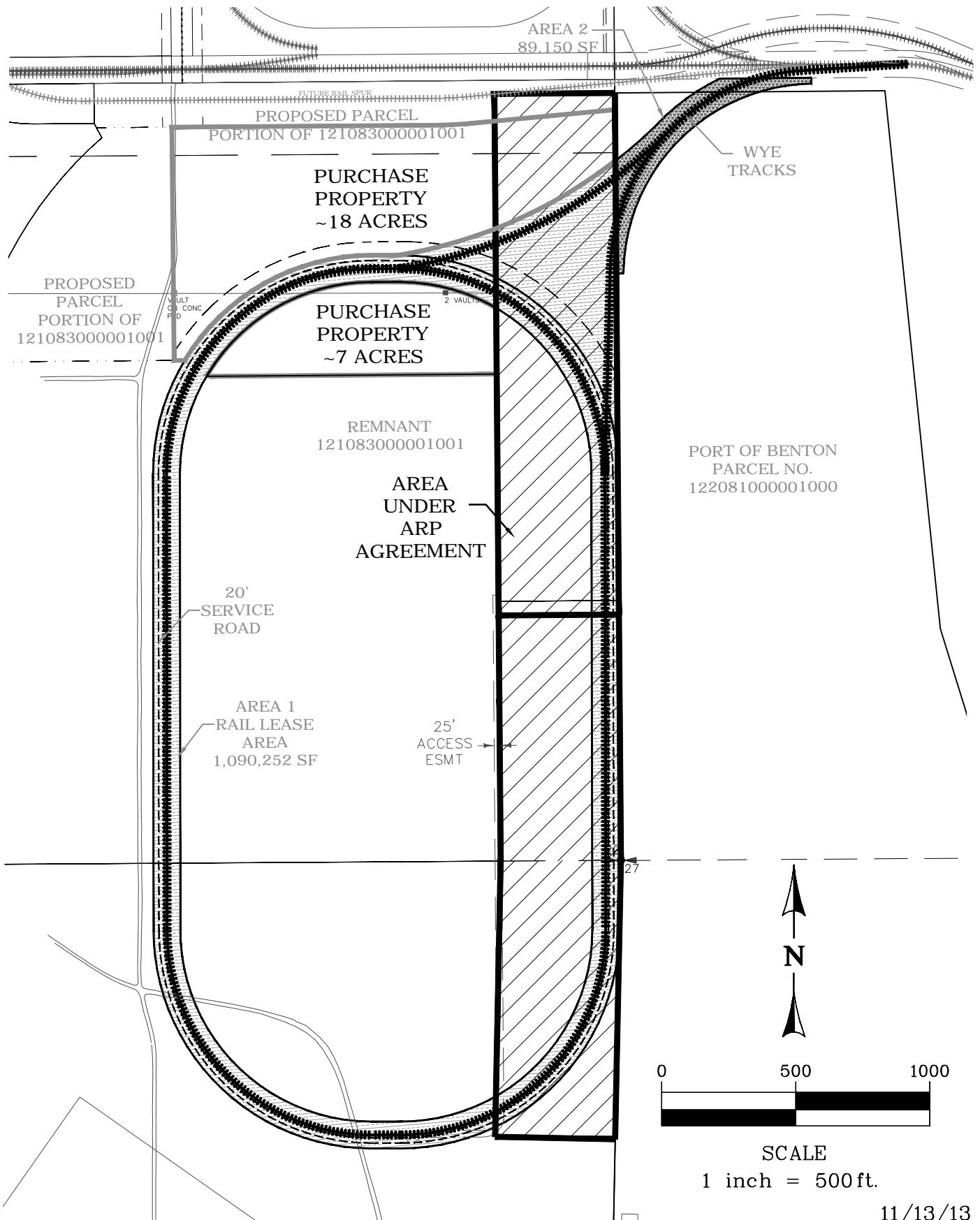


Exhibit B – Permitted Uses

The following list is items that might be shipped to or from the proposed loop track to be built in Richland. This list is general in nature and is **not** meant to be exclusive of products outside of the “not allowed” list.

Ag-Products:

- Wheat & its by-products such as screenings, Millfeed, midds, flour, etc.
- Corn & its by-products such as screenings, DDG, corn gluten, germ, hominy, meals, etc.
- Beans & its by-products such as oil, meal, soy hull pellets, etc.
- Sugar beets
- Molasses
- Hay (grasses or alfalfa)
- Barley (Malt, sprouts, brewery products, etc.)
- Blood meal
- Citrus products
- Cotton seed, meal & oils
- Animal Fat
- Feather meal
- Fish products
- Linseed (meal & oils)
- Canola (meal & oils)
- Oats & by-products
- Meat & bone meal
- Peanuts & by-products
- Poultry by-products
- Rice & by-products
- Sunflowers & by-products
- Milk & By-Products
- Yeast
- Crop Seeds
- Fruits
- Vegetables

General Categories: (Agricultural-related)

- Fertilizers
- Phosphates
- Potash
- Amino Acids
- Minerals for feed
- Vegetable oils & meals
- Animal Fats

Non-Agricultural related:

- Metal goods (i.e. windmills, steel, pipe, etc.)
- Lumber products (i.e. wood, sawdust, wood chips, finished goods, etc.)
- Machinery (i.e. tractors, farm equipment, etc.)

Containerized items:

- For companies such as Wal-Mart, Target, Costco, etc.

Fuels:

- Ethanol
- Diesel

***Fuels: All fuel storage needs to be above ground and meets all city building and zoning codes.**

***All uses (such as woodchips, fuels, fertilizers, etc.) will have to be handled, stored and transported according to all safety, ecology, federal, state and local municipal standards.**

Exhibit C- Non-Permitted Uses

- Coal
- Radioactive waste,
- Hazardous waste
- Any other product that the City determines is a dust or odor nuisance per city of Richland code

DRAFT

HORN RAPIDS RAIL LOOP NON COMPETE AREAS LEASE-EXHIBIT D

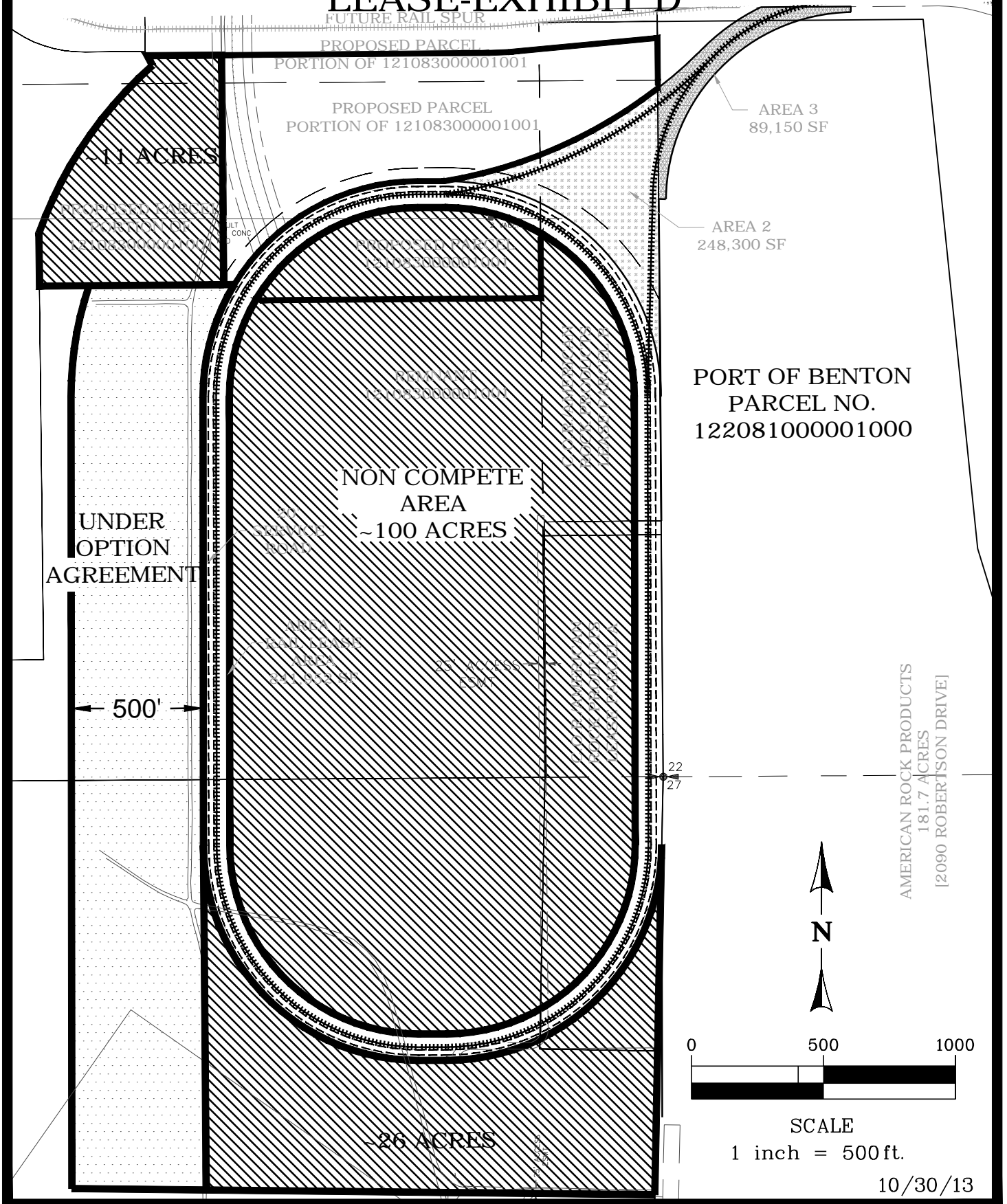


Exhibit E – Final Rail Operations Plan

[To be inserted after approved by City]

DRAFT

Exhibit F - Rail Track Maintenance Standards

The Rail Track shall be maintained, at a minimum, to the following standards:

1. The track improvements on the Terminal are maintained to FRA Class 2 standards or better regarding roadbed, geometry, track structure, and track appliances and other track related devices;
2. Roadbed is maintained so as to avoid the roadbed becoming compromised;
3. Ballast shall not show evidence of holding water, shall be full section with full fractured ballast, including full cribs, and have functional walkways consistent with the original plans;
4. Vegetation is not growing in the track structure and vegetation of the balance of the Terminal will be in a manageable condition;
5. 90% of the ties (cross and switch) shall be non-defective (as defined by the FRA) and no locations will exist where there are two adjacent defective ties;
6. Rail surface shall be free of visible defects and the rail profile shall be ground consistent with the original rail profile;
7. Maximum allowable head wear and gage face wear will not exceed 5/16 inch;
8. Joints shall be tight with all bolts, washers, and nuts present and tight;
9. Loaded track gage will be within ½ inch of unloaded standard gage;
10. Horizontal alignment will be within 1 inch of original As-built alignment and vertical alignment shall be within ½ inch deviation from uniform within a 62' cord;
11. All other track materials (small items such as tie-plates, spikes, bolts and anchors) and special track work components shall be present and in serviceable condition, consistent with the original As-built configuration; and
12. All switches, lights, crossings, and other related-rail improvements shall be present and in safe and serviceable condition, consistent with the original as-built configuration.

Exhibit G - Buyback Schedule

Commodities Plus Rail Loop - Buy Back Schedule

Proposed

Original Asset Spurs, switches, embankment, and track improvements
(beginning of operation) **\$ 4,500,000** Estimate, Exact amount to be determined and agreed to.

Year	Value	Buyback Amount	120% of remaining value
1	\$ 4,500,000	N/A	
2	\$ 4,200,000	\$ 5,040,000	
3	\$ 3,900,000	\$ 4,680,000	
4	\$ 3,600,000	\$ 4,320,000	
5	\$ 3,300,000	\$ 3,960,000	
6	\$ 3,000,000	\$ 3,600,000	
7	\$ 2,700,000	\$ 3,240,000	
8	\$ 2,400,000	\$ 2,880,000	
9	\$ 2,100,000	\$ 2,520,000	
10	\$ 1,800,000	\$ 2,160,000	
11	\$ 1,500,000	\$ 1,800,000	
12	\$ 1,200,000	\$ 1,440,000	
13	\$ 900,000	\$ 1,080,000	
14	\$ 600,000	\$ 720,000	
15	\$ 300,000	\$ 360,000	
16	\$0	\$0	

Value is estimate beginning of year. 1st year value is agreed value of approved asset.

Straight line depreciation of value based on 15 years.

Year of operation begins when rail loop is completely operational.

Can't buyback first year of operation. Buyback option starts at beginning of 2 year of operation.

*Estimated buyback schedule proposed by City.

[An adjusted buyback schedule based on exact amount of actual rail loop investment to be inserted after approved by City]

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ____ day of November, 2013 between the **CITY OF RICHLAND**, a Washington municipal corporation (hereinafter referred to as "Seller"), and **CENTRAL WASHINGTON TRANSFER TERMINAL**, a Delaware limited liability company (hereinafter referred to as "Purchaser").

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

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

(See Exhibit A)

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

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

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

2. Purchase Price. The estimated purchase price for the Property is the sum of five hundred and sixty two thousand and five hundred dollars and no cents (\$562,500) computed on a price of twenty-two thousand and five hundred dollars and no cents (\$22,500) per acre for 25 (twenty-five) acres of property. The actual purchase price shall be calculated per actual acreage described in the legal description (Exhibit A). The actual purchase price shall be paid by Purchaser to Seller, and shall be deposited in an escrow account with Tri-City Title and Escrow ("Title Company"). The funds shall be deposited in the following manner: ten thousand dollars (\$10,000) earnest money shall be deposited within ten (10) business days after the date of execution of this Agreement by both parties, and the balance of the purchase price upon closing. For purposes of calculating time, the date of signing shall not count as the first business day. In the event the earnest money is not deposited in escrow by the close of business on the tenth (10th) business day after the date of execution of this

contract, this agreement shall automatically terminate. If, for any reason, the Purchaser terminates this Purchase and Sale Agreement after the due diligence period and prior to closing, the costs incurred by Seller for any services rendered for this specific project shall be deducted from the earnest money deposit. The Purchaser shall be entitled to any interest accrued on the earnest money deposit.

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

3.1. Title Review. Within ten (10) business days after the final parcel description is approved by the Seller and Purchaser, Seller shall request from Tri-City Title and Escrow a preliminary title report on the Property, and copies of all documents referred to therein. Said title report and related documents shall be provided to Purchaser as soon as possible, but in any event, no later than thirty (30) days before closing. Seller shall procure said title report and related documents at its sole cost and expense.

3.2. Due Diligence. Upon execution of this Agreement by both parties, Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.1 above. Said due diligence period may be extended an additional thirty (30) business days upon written agreement by the Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, and any other related issues. Seller will promptly provide to Purchaser copies of all documentation and reports relating to the Property, including, but not limited to, soil tests, environmental reports and similar reports. If, in Purchaser's opinion, the results of said review are unsatisfactory, Purchaser may, at its option, terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without further force and effect, and without further obligation of either party to the other. Upon notice of termination during the due diligence period, receipted costs incurred by the Seller for any services rendered specific to this project shall be deducted from the earnest money deposit. The earnest money deposited under Section 2 of this Agreement shall be forfeited in its entirety to Seller as liquidated damages should Purchaser notify Seller of its intent to terminate this Agreement at any time after expiration of the due diligence period.

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

4. Closing. On or before the date of closing, Purchaser shall deliver to Tri-City Title and Escrow the actual purchase price and closing costs for the Property in the

form approved by the escrow company less the earnest money previously paid and interest on the earnest money deposit. Seller shall deliver the deed, as approved by Purchaser, to Tri-City Title and Escrow for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the purchase price, insuring fee simple title to the Property in Purchaser, then Title Company shall record and deliver to Purchaser the deed and issue and deliver to Purchaser the standard owner's policy of title insurance.

4.1. Closing Costs. Each party shall pay its own attorney's fees. Seller shall pay one-half of all transfer taxes, recording costs, escrow closing costs, if applicable, and the full premium for a standard owner's policy of title insurance. Purchaser shall pay one-half of all transfer taxes, recording costs and escrow closing costs. Any other closing costs not specifically addressed in this Agreement shall be apportioned according to the customary practices for commercial real estate transactions.

4.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Tri-City Title and Escrow, and shall occur on a date specified by Seller and communicated in writing to Purchaser. Closing shall occur no later than thirty (30) business days after the execution of the Ground Lease Agreement between the City of Richland and Washington Transfer Terminal related to the construction, maintenance, and operation of a rail loop.

5. Title. Upon closing of escrow as set forth in Section 4, title to the Property shall be conveyed by Seller to Purchaser by a duly executed statutory warranty deed.

6. Covenants, Representations and Warranties.

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

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

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

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

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

cause waste to the Property.

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

6.1.6. Seller has or is able to comply with Washington law regarding the surplus and sale of the Property.

6.1.7. Utilities (water, sewer, and power) are available in the Logston Utility Corridor along the west border of the parcel. Purchaser will be required to extend utilities into the parcel to their new structures. Purchaser will be responsible for designing and constructing needed service laterals, and for obtaining all permits and paying all fees associated with utility connection and use.

6.1.8. The Seller will record necessary easements to provide ingress/egress to the Property. The Seller will consult with the Purchaser to locate a suitable ingress/egress location and agreed-upon dimensions for these easements to the property.

6.1.9. Seller and Purchaser further agree that other agreed-upon infrastructure improvements will be memorialized in a separate Infrastructure Agreement executed by both parties and herein incorporated by reference. In the event this Purchase and Sale Agreement is terminated by either party prior to the transfer of land ownership contemplated herein, the Infrastructure Agreement shall become null and void with no enforceability or continuing obligation by either party.

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof, throughout the contract period, and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue.

6.2.1. With one exception, Seller has full power and authority to enter into and carry out the terms and provisions of this Purchase Agreement and to execute and deliver all documents which are contemplated by this Agreement. All actions of Seller necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken. The one exception relates to an option agreement between the City of Richland and EUCON/American Rock Products (contract C126-04) dated April 19, 2004. To effectuate this transaction with Purchaser, Seller has renegotiated the option agreement with EUCON/American Rock Products and will repurchase the property from EUCON/American Rock Products at the closing of this purchase and sale with Purchaser. The City will close on the EUCON/American Rock Products property simultaneously with the CWTT agreements.

However, the City's repurchase of the EUCON/American Rock Products property must to be recorded first.

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

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

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

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

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

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

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

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

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

6.3.3. Purchaser is a limited liability company in good standing under the laws of its formation. In the event this statement is false, the person or person signing on behalf of the company shall be personally liable under this contract.

6.3.4. Purchaser represents that the property will be developed as a bulk trans-

loading facility utilizing an adjacent rail loop also proposed and anticipated to be developed by the Purchaser. Prior to closing, the Purchaser agrees to provide a site plan indicating how the twenty-five (25) acres will be developed. Deviation from the Purchaser's intended use must be authorized by the Seller in writing. Failure to obtain the Seller's permission for any deviation from the intended use stated herein shall subject the Property to the Reversionary Clause in Section 10.13. Nothing in this section alleviates the Purchaser from obtaining the necessary approvals, authorizations or permits required for the development of the Property for the intended use.

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

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If, prior to the closing date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either the Purchaser or Seller may, at its option, terminate this Agreement by providing written notice to the other party within two (2) days' notice of such event. If, prior to the closing date, neither party provides said termination notice within such two (2) day period, the closing shall take place as provided herein with a credit against the purchase price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller. At closing, Seller shall assign to Purchaser Seller's full interest in any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

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

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

all other remedies on account of a breach hereof by Seller.

9. Liquidated Damages. In the event of material pre-closing default by Purchaser in the performance of their obligations hereunder, Seller shall have the right to terminate this Agreement without further obligations to Purchaser and keep the earnest money deposit as liquidated damages. Purchaser agrees that it is difficult to assess the amount of damages incurred by the Seller in the event of a default by the Purchaser. The parties therefore agree that, as of the date of this contract, the amount of the earnest money deposit is a reasonable estimate of the damages incurred by Seller.

10. Miscellaneous.

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

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

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

TO PURCHASER:

Central Washington Transfer Terminal
Attn: Dennis Kylo
427 W 1st Avenue
Spokane, WA 99201
(509) 623-1144
dkyllo@commoditiesplus.com

TO SELLER:

City of Richland
Attn: Economic Development Manager
975 George Washington Way
PO Box 190, MS 18
Richland, WA 99352
Phone: (509) 942-7763

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

10.4. Assignments and Successors. Purchaser may not assign this Agreement

without Seller's consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

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

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

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

10.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Purchase Agreement and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase Agreement or any amendment or exhibits hereto. This is a fully integrated Agreement. There are no additional terms, conditions, or obligations binding upon the parties unless specifically referenced herein.

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

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

10.11. Full Performance and Survival. The delivery of the deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger and be deemed the full performance and discharge of the obligations on the part of Purchaser and Seller to be performed hereunder. Certain clauses, covenants, warranties and indemnifications specifically provided herein or that can only be performed after closing shall survive the closing.

10.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this

Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

10.13. Reversionary Clause and Option to Repurchase/Reclaim. This Property is being sold to Purchaser in anticipation of the development of a bulk trans-load facility. The Seller reserves a reversionary interest to reclaim title to the Property under the following circumstances:

10.13.1. If Purchaser fails to submit an application to Seller for approval of building plans within six (6) months of closing; or

10.13.2. If Purchaser does not initiate construction of its trans-load facility within eighteen (18) months of closing.

10.14. Reconveyance. Seller shall reclaim this Property by refunding the actual purchase price without interest. Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to reconvey title in fee to Seller within sixty (60) days of receipt of notice from Seller seeking reconveyance of Property pursuant to Section 10.13.2 of this Agreement. Purchaser may, in its sole discretion, remove any improvements or fixtures made or provided by Purchaser prior to reconveyance. This reversionary right is exclusive to the Seller and shall be exercised at Seller's sole discretion. Seller shall be under no obligation to exercise this reversionary right. This reversionary right survives forty-eight (48) months after closing or until such time as building commences, whichever is earlier. In the event Purchaser desires to sell to a third party during the forty-eight (48) month reversionary period, Purchaser must obtain Seller's approval for any resale of the Property within the forty-eight (48) month reversionary period. Seller shall grant or deny such approval for resale within its sole discretion.

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

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

CITY OF RICHLAND - Seller

CENTRAL WASHINGTON TRANSFER
TERMINAL - Purchaser

By: Cynthia D. Johnson

By: Dennis Kylo

Its: City Manager

Its:

ATTESTED:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
County of _____)

On this day personally appeared before me DENNIS KYLLO, to me known to be the individual described in and who executed the within and foregoing Agreement for Purchase of Real Property, and acknowledged that he or she signed the same as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2013.

Print Name:

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

STATE OF WASHINGTON)
) ss.
County of Benton)

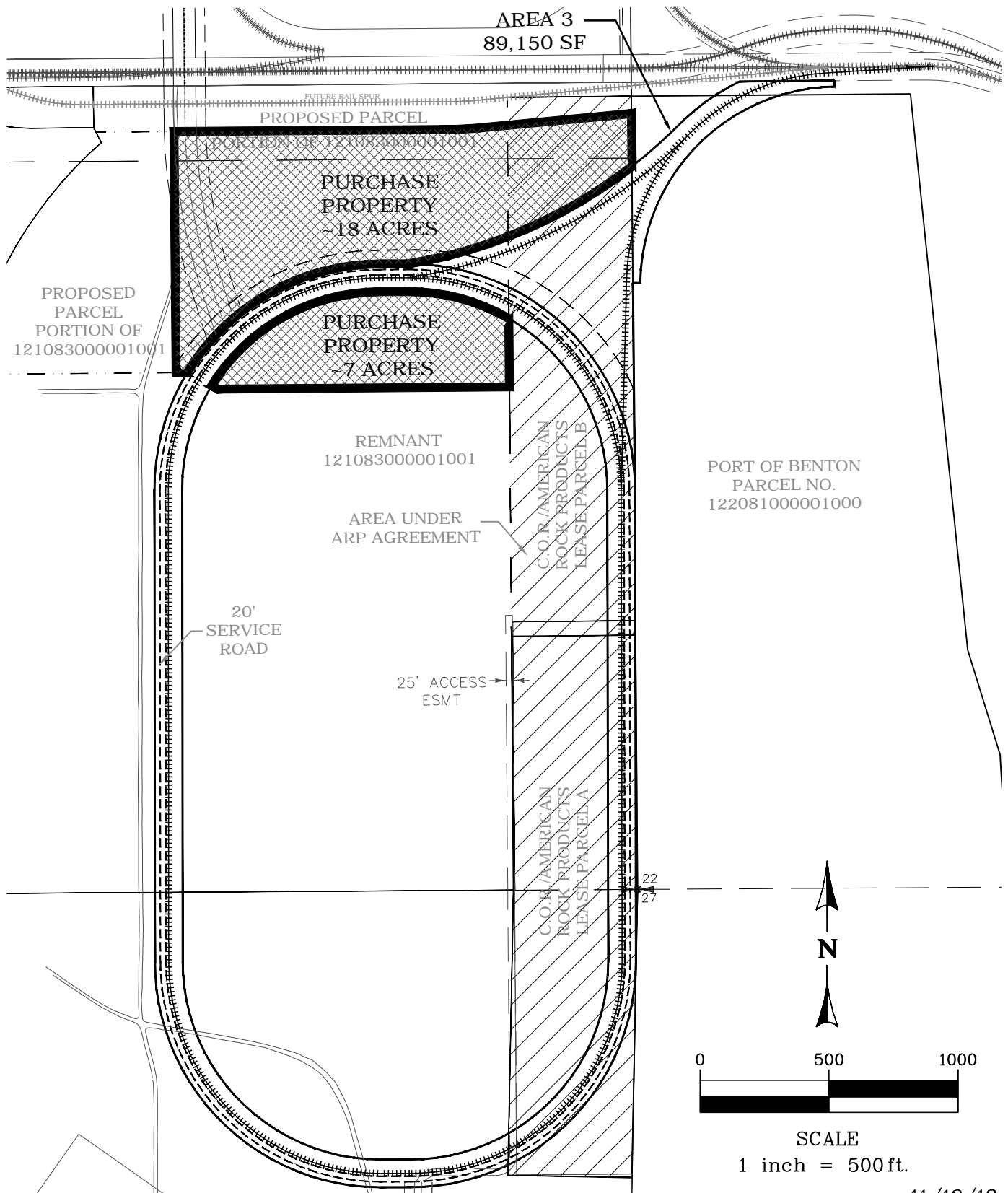
On this ____ day of _____, 2013, before me personally appeared CYNTHIA D. JOHNSON, known to be the CITY MANAGER and/or representative for CITY OF RICHLAND and this person that executed the within and foregoing Agreement

for Purchase of Real Property and acknowledged that the said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission Expires: _____

HORN RAPIDS RAIL LOOP PURCHASE AND SALE AGREEMENT EXHIBIT A



City of Richland

Infrastructure Agreement

This Infrastructure Agreement ("Agreement") is made and entered into by and between the **CITY OF RICHLAND**, a municipal corporation of the State of Washington, hereinafter referred to as "City," and **CENTRAL WASHINGTON TRANSFER TERMINAL LLC.**, a Delaware limited liability company, hereinafter referred to as "CWTT." CWTT and City are sometimes herein individually referred to as a "Party" or collectively as the "Parties."

I. RECITALS

WHEREAS, CWTT has entered into an Agreement to purchase certain real property ("Purchase Agreement") consisting of approximately twenty-five (25) acres located along Battelle Boulevard, Richland, Washington, as more particularly described on attached Exhibit A and depicted on Exhibit B ("Owner Property"), which CWTT desires to develop, including the construction of several buildings; and

WHEREAS, City desires to facilitate CWTT's development by developing public infrastructure that will serve CWTT's property and City property, described as the construction of a public street, Logston Boulevard, starting from Battelle Boulevard and extending approximately two thousand (2,000) lineal feet of road south; and

WHEREAS, the development of public infrastructure under this Agreement will benefit property of both City and CWTT in the form of improved accessibility and increased property values;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

II. AGREEMENT

1. DEVELOPMENT OBLIGATIONS

- 1.1 *City Contribution.* City shall expend funds ("Development Funds") for the building of two thousand lineal feet of road (shown in Exhibit C) in an amount equal to the difference between the Benton County 2019 assessed value of Owner Property (shown in Exhibit B) less the 2013 Benton County assessed value of Owner Property, which is \$401,468.12 (\$16,058.72 per acre x 25 acres), multiplied by ten percent (10%). For clarity: (2019 assessed value – 2013 assessed value) x .10 = development fund amount].
- 1.2 *Development Funding True-Up.* On August 1, 2019, the Parties shall mutually cooperate to determine whether the actual amount City has then expended in Development Funds exceeds the development fund amount, and, if such an

excess exists, Owner shall pay the excess amount to City no later than August 31, 2019.

2. CONDITIONS AND TERM

- 2.1 *Effective Date and Term.* This Agreement, although executed on the date of signature of the second party, shall become effective fifteen (15) calendar days after closing on the Purchase and Sale Agreement between the City of Richland and Washington Transfer Terminal, LLC for purchase of the Owner Property. In the event the City of Richland and Washington Transfer Terminal fail to close on the Purchase and Sale Agreement referenced herein, this Infrastructure Agreement shall terminate, and the parties shall have no obligations hereunder. This Agreement shall terminate on August 31, 2019, or upon full payment of any obligation due under Section 1.2 above, whichever date occurs last in time.
- 2.2 *CWTT Bid Notice.* Prior to commencement of construction of the infrastructure contemplated under this Agreement, the City shall provide CWTT with all bid award information. "Bid award information" includes the City's call for proposals, and the scope of work/specifications related to the project contemplated under this Agreement. Commencement of construction shall be conditioned upon CWTT approving, in writing, all bid award information. If CWTT does not approve all bid award information within a reasonable time, this Agreement shall automatically terminate and be of no further force and effect.
- 2.3 *Commencement of Construction.* Construction on the infrastructure contemplated under this Agreement shall commence once the rail loop is "under construction" as determined by the issuance of all necessary permits and the commencement of grading activities on site.

3. GENERAL

- 3.1 *Amendment.* No Amendment to this Agreement shall be made unless mutually agreed to by the Parties in writing.
- 3.2 *Assignment/Successors.* This Agreement shall be binding upon the heirs, successors, assigns of any or all of the Parties hereto.
- 3.3 *Entire Agreement.* This 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.

- 3.4 *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. User expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
- 3.5 *Notice.* Any notice or demand required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail, return receipt requested, or by overnight courier, or hand delivered, to the address of the Parties set forth below. Any Party may give notice in the manner provided in this Section to the other Parties of a change of address. Any notice shall be deemed to have given on the date it is deposited in the U.S. Postal Service mail, delivered to the overnight courier, with postage prepaid, or upon hand delivery, as the case may be.

TO THE CITY:

City of Richland
Attn: Economic Development
Manager
P.O. Box 190, MS 18
Richland, WA 99352
Phone: (509) 942-7763

TO CWTT:

Central Washington Transfer Terminal
Attn: Dennis Kylo
427 W 1st Avenue
Spokane, WA 99201
(509) 623-1144
dkyllo@commoditiesplus.com

- 3.6 *Severability.* If any provision of this Agreement conflicts with applicable law or its application is found to be invalid, the remainder of this Agreement shall not be affected and to this end, the terms of this Agreement are declared to be severable.
- 3.7 *Legal Action.* In the event legal action is necessary to enforce any of the provisions of this Agreement, the parties agree that the prevailing party will be awarded its reasonable attorney's fees and costs in action.
- 3.8 *Notice of Agreement.* Either Party may record with Benton County a document providing notice of the existence of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day shown next to their signatures below.

CITY OF RICHLAND

CENTRAL WASHINGTON TRANSFER
TERMINAL

By: Cynthia D. Johnson Date
Its: City Manager

By: Dennis Kylo Date
Its:

ATTESTED:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

EXHIBIT A- LEGAL DESCRIPTION OF PURCHASED PROPERTY

(To be inserted when purchase is executed)

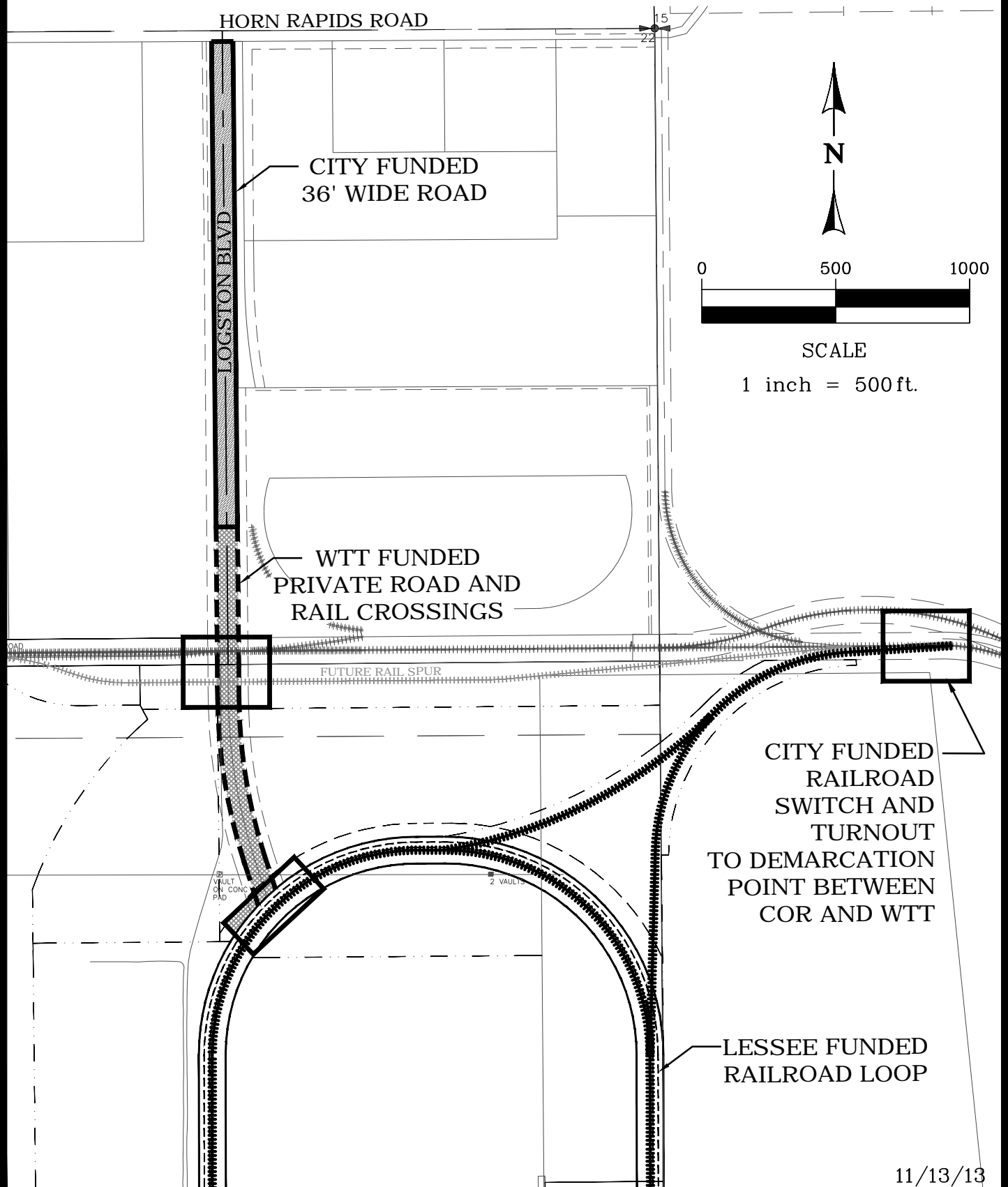
DRAFT

EXHIBIT B- MAP OF PURCHASED PROPERTY

(To be inserted when purchase is executed)

DRAFT

HORN RAPIDS RAIL LOOP INFRASTRUCTURE AGREEMENT EXHIBIT C



**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND
CANCELLATION OF OPTION**

AMERICAL ROCK PRODUCTS

This Agreement for Purchase and Sale of Real Property and Cancellation of Option ("Agreement") is made and entered into this ____ day of November, 2013, between **AMERICAN ROCK PRODUCTS**, a Washington Corporation (hereinafter referred to as "Seller" or "ARP"), and the **CITY OF RICHLAND**, a Washington municipal corporation (hereinafter referred to as "Purchaser" or "City").

RECITALS:

On or about April 26, 2004, the City as Seller and ARP as Purchaser entered into a Purchase and Sale Agreement relating to the real property legally described in Exhibit A hereto ("Purchased Property"). ARP became the owner of record of the Purchased Property on or about April 30, 2004. Simultaneous with the execution of the Purchase and Sale Agreement, the City as Seller and ARP as Purchaser entered into an Option Agreement governing a second parcel of real property legally described in Exhibit "B" hereto ("Option Property").

To facilitate the development of the Horn Rapids Rail Loop, the City desires to reacquire the Purchased Property from ARP and cancel ARP's Option on the Option Property. ARP is willing to sell the Purchased Property to the City, and further agrees to the cancellation of its option on the Option Property, pursuant to the terms and conditions set forth herein.

1. Property and Sale of Property. ARP agrees to sell and City agrees to purchase, on the terms hereafter stated, the Purchased Property legally described in Exhibit A hereto, situated in the City of Richland, Benton County, Washington, together with all improvements thereon (if any) and all mineral and resource rights, including ground water rights, held by ARP.

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

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

1.3. Timing of Conveyance. The Purchased Property described in Section 1 shall be conveyed to City by a Statutory Warranty Deed ("Deed") subject to the permitted

exceptions and at the time of payment, which shall be rendered to ARP at the time of closing. The Deed shall be delivered to City at closing.

2. Cancellation of Option. At the time of closing of the purchase of the Purchased Property, ARP agrees to the cancellation of its option governing the Option Property described in Exhibit B hereto, situated in the City of Richland, Benton County, Washington, on the terms hereafter stated. Cancellation shall be evidenced and effectuated by the execution and recording of the Termination of Purchase Option attached hereto as Exhibit C.

3. Consideration. The consideration for both the sale of the Purchased Property and the release of the Option governing the Option Property is as follows:

- a. **Cash Consideration.** City shall pay ARP the Purchase Price of two hundred seventy thousand eight hundred seventy-five dollars and 27/100 cents (\$270,875.27) for the Purchased Property, and the sum of twenty thousand dollars and 00/100 cents (\$20,000.00) for the cancellation of the Option Agreement, said consideration collectively referred to hereafter as the cash consideration. The total cash consideration shall be deposited by City into an escrow account with Cascade Title Company, and shall be paid to ARP at closing subject to all adjustments and proration as may be provided for elsewhere herein.
- b. **Non-Cash Consideration.** In addition to the cash consideration to be paid to ARP, City hereby agrees to enter into a Mineral Extraction License Agreement in the form attached hereto as Exhibit D. The purpose of the License Agreement is to allow ARP, as part of the consideration for the property purchase and release of option provided herein by ARP, to conduct at ARP's sole expense (but at no further charge from the City), removal and processing of sand and gravel and related activities on the property described in Exhibits A and B hereto, and on such other real property as described in the License Agreement.

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

4.1. Title Review. Within ten (10) business days of executing this Agreement, City shall obtain a title report for the Purchased Property and the Option Property. For purposes of calculating time, the date of signing shall not count as the first business day. City expressly agrees that all exceptions, defects and encumbrances that were of record when City originally sold the Purchased Property to ARP and granted an option in the Option Property to ARP are hereby accepted by City in connection with this transaction.

4.1.1. New Exceptions. To the extent there are exceptions, defects and encumbrances of record that have arisen since the original closing, City will notify ARP in writing within ten (10) business days from the execution of this Agreement of any such

new exceptions, defects and encumbrances to which City objects ("title objections"). ARP shall then have ten (10) business days from receipt of City's notice of title objections to give City written notice either that: 1) ARP shall, before closing, remove all identified title objections at no cost to City, and in each such case ARP shall promptly provide City with evidence satisfactory to City of ARP's ability to so remove such title objections; or 2) ARP elects in its sole discretion not to cause one or more of such title objections to be removed. ARP's determination not to cause one or more title objections to be removed shall not constitute default, but shall entitle City to terminate this Agreement with no penalty by giving ARP notice thereof within ten (10) business days of receiving ARP's notice of non-removal. If City fails to deliver timely written notice of termination, then City shall be deemed to have waived its title objections.

4.1.2. Monetary Encumbrances. Notwithstanding anything in this Agreement to the contrary, ARP shall remove all monetary encumbrances and monetary defects that have not been prorated at or before closing. The terms "monetary encumbrances" or "monetary defects" as used herein mean encumbrances or defects to title that by their terms require the payment of money, whether in installments or at a fixed time or otherwise, including, but not limited to, mortgages, deeds of trust, mechanics' or materialmen's liens, but shall not include liens associated with public improvement districts and special assessments. If monetary encumbrances or monetary defects exist as to either the Purchased Property or the Option Property that are not cured or waived in a timely manner, this Agreement shall terminate with no penalty.

4.1.3. Other Due Diligence. City has conducted a full review of legal, title, environmental, archaeological and any other related issues and subject to the terms, conditions and representations herein, has completed its due diligence on both the Purchased Property and the Option Property with the current available information. ARP shall provide to City copies of all documentation and reports that it has in its possession (other than those documents and reports previously provided to ARP by City) relating to both the Purchased Property and the Option Property, including, for example, soil tests, environmental reports and similar reports. City reserves the right to terminate this Agreement with no penalty if, within fifteen (15) business days of receipt of additional reports and documentation from ARP, the City determines that the review of the reports is, in its sole opinion, unsatisfactory. In the event of termination by City under this section, this Agreement shall immediately terminate and be without further force and effect, and without further obligation of either party to the other.

4.2. Council Approval. The closing of this transaction is contingent upon approval by the City Council of the City of Richland. In the event the Richland City Council determines not to approve this Agreement, this Agreement shall immediately terminate with no penalty and be without further force and effect, and without further obligation of either party to the other.

4.3. Third Party Option Rights. Pursuant to this Agreement, ARP is releasing its Option interest on the Option Property, legally described herein in Exhibit A, as previously acquired pursuant to a 2004 Real Estate Option Agreement between the City of Richland

and American Rock Products. ARP makes no warranties or representations of any nature as to the existence (or lack thereof) of any other interests or encumbrances effecting the Option Property.

4.4. Proposed Loop Project. The City of Richland has the option to terminate this Agreement with no penalty in the event the Purchase and Sale Agreement with Central Washington Transfer Terminal for purchase of 25 acres terminates or does not reach closing for any reason.

4.5. Execution of Lease Agreement. Concurrent with closing on this Purchase and Sale Agreement and Cancellation of Option, the parties shall execute a License Agreement authorizing ARP's ongoing gravel and sand removal on the subject properties as described in said License Agreement attached as Exhibit D. In the event this Purchase and Sale Agreement and Cancellation of Option with ARP terminates or does not reach closing, neither party has any further obligation to enter said License Agreement.

5. Closing. On or before the date of closing, as described below, City shall deliver to the escrow company, Cascade Title Company, the total cash consideration in the form of a certified or cashier's check. ARP shall deliver the statutory warranty deed, as approved by City, to Cascade Title Company for placing in escrow. ARP shall also deliver the executed Termination of Purchase Option to Cascade Title Company, and the parties shall have executed the License Agreement and delivered a copy thereof to Cascade Title Company. Cascade Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Purchased Property in City, Cascade Title Company shall record and deliver to City the deed; and issue and deliver to City the standard owner's policy of title insurance. Cascade Title Company shall also record the Termination of Purchase Option and Memorandum of License Agreement in the form attached hereto as Exhibit G.

5.1. Closing Costs. Each party shall pay its own attorney's fees. ARP shall pay all transfer taxes, recording costs, and escrow closing costs, if applicable. City will pay the full premium for a standard owner's policy of title insurance. Real property taxes (excluding assessments) for the then-current tax year relating to the Purchased Property shall be prorated. All unpaid assessments, if any, existing as of the closing date shall be prorated between City and Seller as of the closing date. Any other closing costs not specifically addressed in this Agreement shall be apportioned according to the customary practices for commercial real estate transactions.

5.2. Closing Date. Closing on this Purchase and Sale Agreement is contingent upon the City's successful closing of the Purchase and Sale Agreement with Central Washington Transfer Terminal. Therefore, the closing of this transaction with ARP shall occur simultaneously with the City's closing on the Purchase and Sale Agreement with Central Washington Transfer Terminal, or within two business days thereafter. The closing of this transaction, and delivery of all items, shall occur at Cascade Title Company.

6. Covenants, Representations and Warranties.

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

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

6.1.2. From the date of this Agreement through the closing date, ARP shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Purchased Property or against the Option Property without City's prior consent.

6.1.3. From the date of this Agreement through the closing date, ARP will operate and maintain the Purchased Property in a manner consistent with ARP's past practices relative to the Property and so as not to cause waste to the Purchased Property.

6.2. Seller's Representations and Warranties. ARP hereby makes the following representations and warranties to City, each of which shall be true on the date hereof, throughout the contract period, and on the date of closing. ARP shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue. In addition to any other remedies available at law or in equity, City may elect to terminate this Agreement without penalty upon notice from Seller prior to closing that one or more of the representations or warranties contained herein are incorrect or untrue.

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

6.2.2. ARP is a Washington corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington. ARP holds title to the Purchased Property in fee subject to any encumbrances of record, and is legally authorized to transfer ownership of said property.

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

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

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

6.2.6. No special or general assessments have been levied against the Purchased Property except those disclosed in the Preliminary Title Report, and ARP has not received written notice that any such assessments are threatened.

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

6.2.8. ARP represents and warrants that, to the best of its knowledge and belief, there are no hazardous substances in, on, or under the Purchased Property that are in quantities or in concentrations that violate any applicable state, federal or local laws. For purposes of this representation, "Hazardous Substances" means any substance, material or waste that is designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including, without limitation petroleum or natural gas.

6.2.9. Seller represents and warrants that, to the best of its knowledge and belief, the Purchased Property is not an archeologically significant site.

6.3. Purchaser's Representations and Warranties. City hereby represents and warrants to ARP as follows:

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

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

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

6.4. Survival of Covenants. The covenants, representations, and warranties of the ARP and the City contained in Section 6 of this Agreement shall survive both the

delivery and recording of the deed from the ARP to the City, and the cancellation of the Option.

7. Casualty and Condemnation.

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

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

8. City's Remedies. In the event of material breach of this Agreement by ARP, City shall have, as its sole remedies: (a) the right to pursue specific performance of this Agreement; (b) the right to terminate this Agreement; and (c) all remedies presently or hereafter available at law or in equity.

9. ARP's Remedies. In the event of material breach of this Agreement by City, ARP shall have, as its sole remedies: (a) the right to pursue specific performance of this Agreement; (b) the right to terminate this Agreement; and (c) all remedies presently or hereafter available at law or in equity.

10. Miscellaneous.

10.1. Finder's Fee. City and ARP each agree that a real estate finder's fee is not due to each other or any other. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, resulting from any claims for a Finder's Fee made as a result of the indemnifying party's conduct. The provisions of this section shall survive the closing.

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

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

TO SELLER:

American Rock Products
Attn: Michael D. McKinney
4418 E. 8th Avenue
Spokane Valley, WA 99212
Phone: (509) 533-1683
Fax: (509) 533-1644

TO PURCHASER:

City of Richland
Attn: Economic Development Manager
975 George Washington Way
PO Box 190, MS 18
Richland, WA 99352
Phone: (509) 942-7763
FAX: (509) 942-5666

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

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

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

10.6. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between City and ARP only upon its execution by an authorized representative of each such party.

10.7. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and all related documents, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto. This is a fully integrated Agreement. There are no additional terms, conditions, or obligations binding upon the parties unless specifically referenced herein.

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

10.9. Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective power and authority, as may be reasonably necessary to implement the intent of this Agreement. Provided, however, that nothing in this section affects a party's right to make any decision that is determined to be within that party's sole discretion.

10.10. Waiver of Disclosure Statement. City expressly waives the right to receive a Seller's Commercial Real Estate Disclosure Statement provided for by RCW 64.06.

10.11. Full Performance and Survival. The delivery of the deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger and be deemed the full performance and discharge of the obligations on the part of Purchaser and Seller to be performed hereunder. Certain clauses, covenants, warranties and indemnifications specifically provided herein or that can only be performed after closing shall survive the closing.

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

10.13. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of ARP under this Agreement. ARP is encouraged to review the completed contract and all relevant documents with counsel before signing this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

CITY OF RICHLAND - PURCHASER

**AMERICAN ROCK PRODUCTS-
SELLER/OPTION RELEASOR**

By: Cynthia D. Johnson
Its: City Manager

By: _____
Its: _____

ATTESTED:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton)

On this _____ day of _____, 2013, before me personally appeared CYNTHIA D. JOHNSON, known to be the CITY MANAGER and/or representative for CITY OF RICHLAND, and the person who executed the within and foregoing Agreement for Purchase of Real Property and acknowledged that the said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of _____)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing Agreement for Purchase of Real Property and Cancellation of Option, and acknowledged that he or she signed the same as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2013.

Print Name:

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

Exhibit A – Legal Description of Repurchase Property

Portion of West half of Section 22, Township 10 North, Range 28 East, and of Northwest quarter of Section 27, Township 10 North, Range 28 East, W.M., records of Benton County, Washington, described as follows:

Beginning at the South one-quarter corner of said Section 22, thence North $0^{\circ}5'15''$ East, along the North-South centerline of said Section 22, a distance of 917.34 feet; thence North $89^{\circ}35'5''$ West, 448.00 feet; thence South $0^{\circ}5'15''$ West, parallel to said centerline, 910.99 feet; thence South $2^{\circ}02'03''$ West, parallel to the North-South centerline of Section 27, Township 10 North, Range 28 East, W.M., 1,033.67 feet; thence South, $89^{\circ}35'05''$ East 448.17 feet to a point on the said North-South centerline of said Section 27; thence North $2^{\circ}02'03''$ East along said centerline, 1,027.31 feet to the Point of Beginning.

HORN RAPIDS RAIL LOOP

PSA AND CANCELLATION OPTION

EXHIBIT A

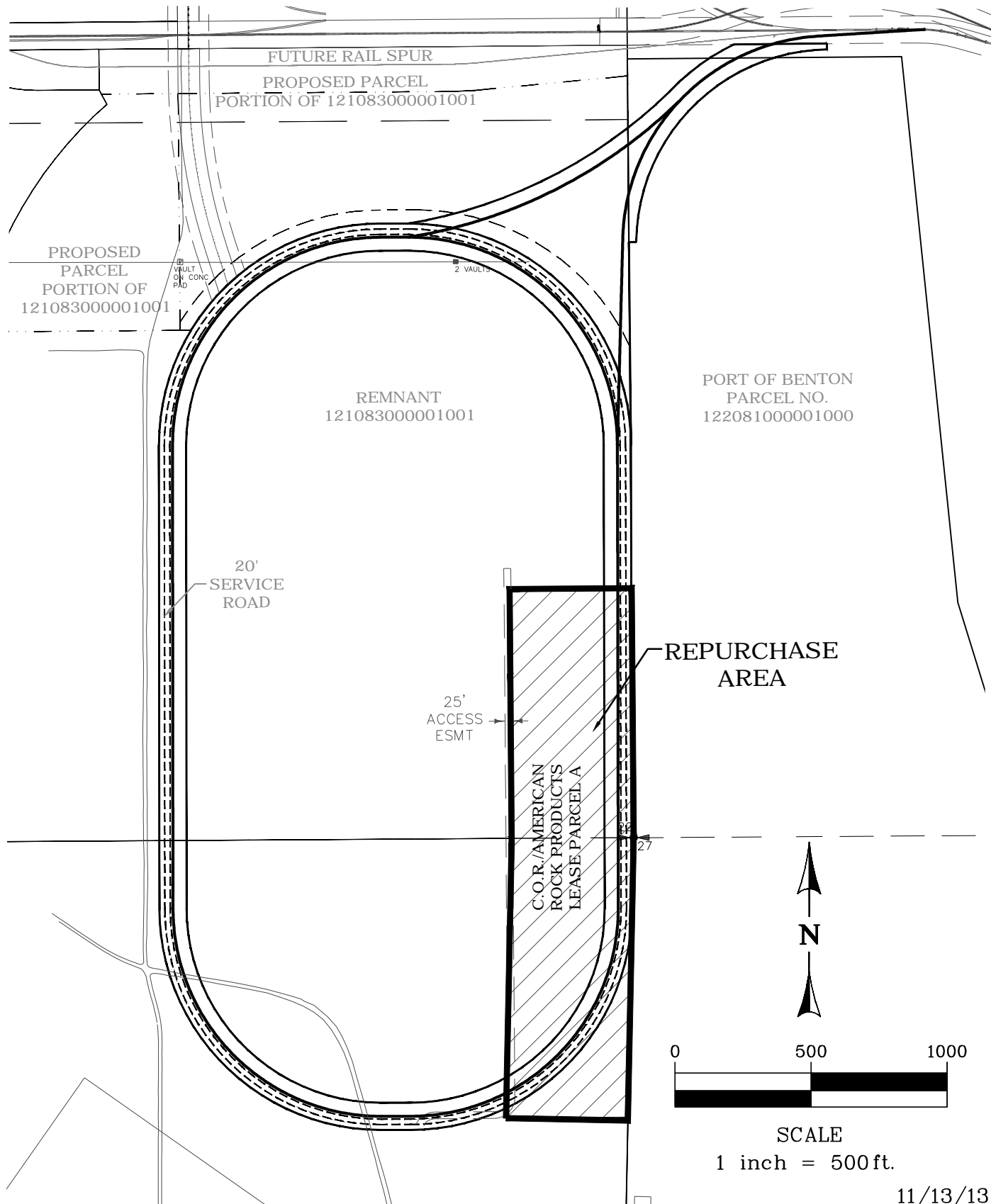
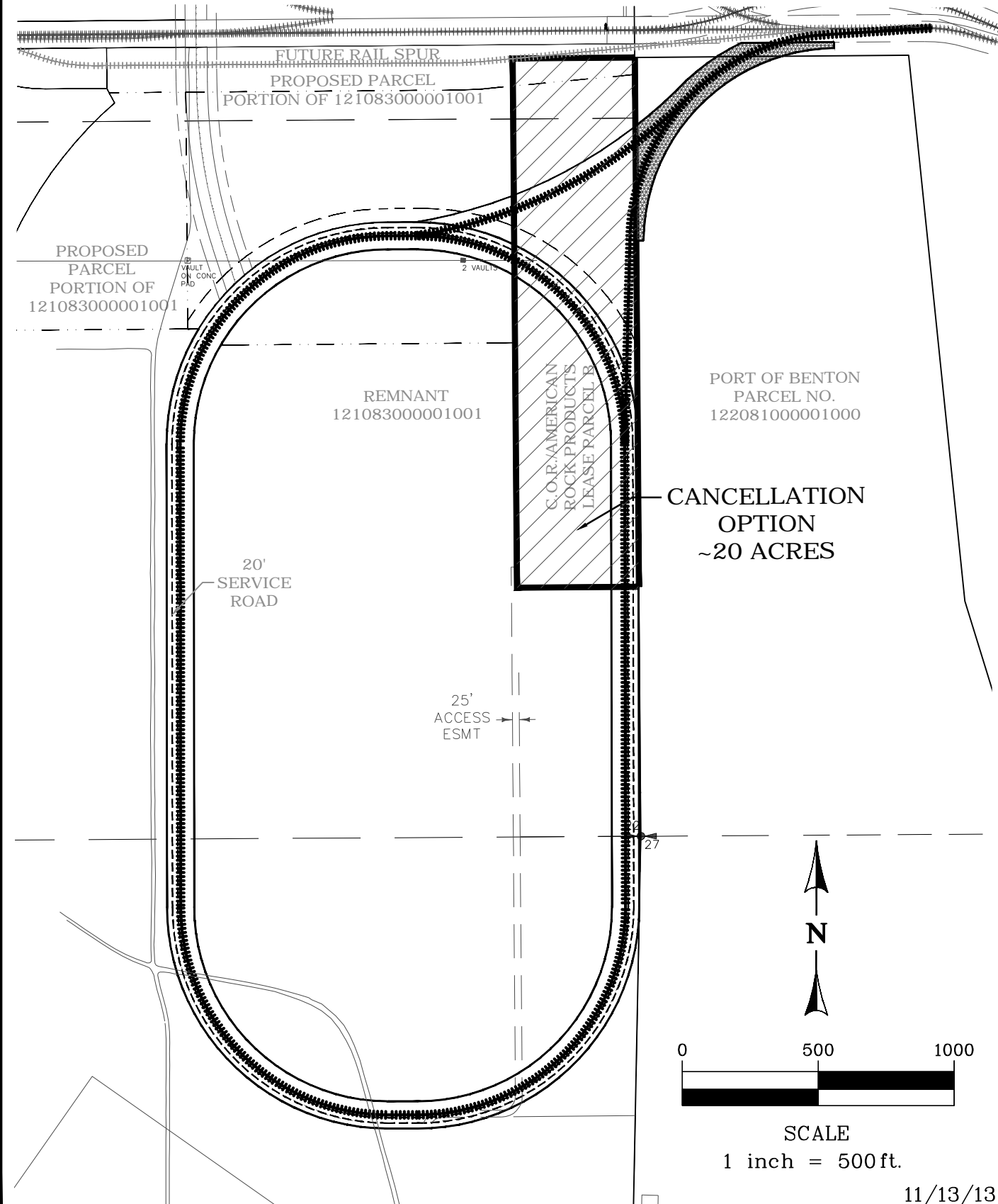


Exhibit B – Legal Description of Option Property

Portion of West half of Section 22, Township 10 North, Range 28 East, W.M., records of Benton County, Washington, described as follows:

Beginning at the South one-quarter corner of said Section 22, thence North $0^{\circ}5'15''$ East, along the North-South centerline of said Section 22, a distance of 917.34 feet to the True Point of Beginning,
Thence, continuing along said North-South centerline, North $0^{\circ}5'15''$ East, 1,944.65 feet; thence North $89^{\circ}35'5''$ West, 448.00 feet; thence South $0^{\circ}25'15''$ West, parallel to said centerline, 1,944.65 feet; thence South $89^{\circ}35'05''$ East, 448.00 feet to the True Point of Beginning.

HORN RAPIDS RAIL LOOP
PSA AND OPTION CANCELLATION
EXHIBIT B



***After recording please return to:
Heather Kintzley, City Attorney
City of Richland
P.O. Box 190 MS 07
Richland, WA 99352***

TERMINATION OF PURCHASE OPTION

This Termination of Purchase Option ("Termination") is dated as of November ____, 2013 by and between the **City of Richland**, a Washington municipal corporation (hereinafter referred to as "City"), and **American Rock Products**, a Washington corporation (hereinafter referred to as "ARP").

I. Recitals

WHEREAS, City and ARP entered into a Real Estate Option Agreement on April 19, 2004 relating to certain real property located in the City of Richland, County of Benton, State of Washington (the "Property") legally described as:

Portion of West half of Section 22, Township 10 North, Range 28 East of the Willamette Meridian, records of Benton County, Washington, described as follows:

Beginning at the South one-quarter corner of said Section 22, thence North 0°5'15" East, along the North-South centerline of said Section 22, a distance of 917.34 feet to the True Point of Beginning.

Thence, continuing along said North-South centerline, North 0°5'15" East, 1,944.65 feet; thence North 89°35'5" West, 448.00 feet; thence South 0°25'15" West, parallel to said centerline, 1,944.65 feet; thence South 89°35'05" East, 448.00 feet to the True Point of Beginning.

CONTAINS 20.0 ACRES MORE OR LESS; and

WHEREAS, City and ARP caused to be recorded under Auditor File No. 2004-014978 in the Official Records of Benton County, Washington a Memorandum of Real Estate Option Agreement in order to put interested parties on notice of the Purchase Option; and

WHEREAS, the Purchase Option has been terminated and is no longer of any force or effect; and

WHEREAS, City and ARP now desire to cause this Termination to be recorded in the Official Records of Benton County, Washington in order to put interested parties on notice that the Purchase Option has been terminated.

II. Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and ARP hereby (a) terminate the Purchase Option, (b) agree that the Purchase Option has terminated, and (c) agree that the Purchase Option is void and of no force or effect.

IN WITNESS WHEREOF, City and ARP have executed this Termination as of the date first written above.

CITY OF RICHLAND

By: Cynthia D. Johnson
Its: City Manager

AMERICAN ROCK PRODUCTS

By: _____
Its: _____

ATTESTED:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton)

On this _____ day of _____, 2013, before me personally appeared CYNTHIA D. JOHNSON, known to be the CITY MANAGER and/or representative for CITY OF RICHLAND, and the person who executed the within and foregoing Termination of Purchase Option and acknowledged that the said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of _____)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing Termination of Purchase Option, and acknowledged that he or she signed the same as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2013.

Print Name:

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

LICENSE AGREEMENT FOR MINING AND REMOVAL OF AGGREGATE

This License Agreement for mining and removal of aggregate ("License Agreement") is entered into this ____ day of _____, 2013, by and between the **CITY OF RICHLAND**, a municipal corporation of the State of Washington (hereinafter referred to as "City"), and **AMERICAN ROCK PRODUCTS, INC.**, a Washington corporation, (hereinafter referred to as "ARP").

I. RECITALS

WHEREAS, simultaneous to the execution of this License Agreement, the Parties have entered into a "Agreement for Purchase and Sale of Real Property and Cancellation of Option" ("Purchase and Option Cancellation Agreement") whereby City has agreed to reacquire from ARP the parcel of real property it sold to ARP in 2004, described in Exhibit A, herein; and

WHEREAS, in addition to the sale to City of the real property identified in Exhibit A, ARP has also agreed to cancellation of an option that was previously granted to it by City to purchase real property described in Exhibit B herein; and

WHEREAS, the non-cash consideration for the transaction described in the Purchase and Option Cancellation Agreement included the granting by City to ARP of the right to mine and remove aggregate from parcels A and B as identified on Exhibits A and B, and from that portion of an adjacent parcel identified as the Railroad Loop site and depicted on the map attached hereto as Exhibit C. Collectively, the two parcels identified in Exhibits A and B, and the Railroad Loop portion of Exhibit C herein shall be referred to as the License Location; and

WHEREAS, this Agreement is necessary to grant permission to ARP to mine, process, remove and store aggregate materials from the License Location to fulfill City's non-cash consideration obligation supporting the Agreement for Purchase and Option Cancellation Agreement executed in connection herewith.

NOW THEREFORE, in consideration of the agreements and covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and ARP agree as follows:

II. AGREEMENT

1. Terms of License. While this License Agreement is in effect:

- a) ARP shall have the exclusive right to mine, produce, store and remove aggregate materials from the License Location. ARP shall mine no closer than 5 (five) feet above groundwater level as shown on Exhibit B.
- b) ARP shall not use the License Location for any other purpose without the written

consent of the City.

- c) City shall have the right to construct a railroad spur and loop across the License Location in the approximate area depicted on Exhibit C.
 - d) The City shall not use the License Location, nor grant any other party the right to use the License Location, for any other purpose without the express written consent of ARP.
 - e) ARP and the City shall coordinate the timing of construction of the railroad spur and loop, and the timing and location of ARP's mining, storage and production activities so as to maximize the mining resource located on the License Location, the economic recovery of the resource by ARP, and to facilitate the most efficient and cost effective construction possible of the railroad spur and loop.
 - f) In the event City does not construct the railroad spur and loop at the License Location, ARP shall still have the exclusive right to mine, produce, store and remove aggregate materials from the License Location in accordance with the terms of this Agreement, and City will not develop or engage in the construction of any building or improvement on the License Location (other than the railroad spur and loop) without the express written consent of ARP.
2. Duration of License. This License Agreement shall be in effect from the date of closing of the purchase and sale and cancellation of option transactions contemplated by the Purchase and Option Cancellation Agreement, and shall continue in effect for a period of five (5) years, or until ARP gives notice to the City of its intent to cease mining operations and thereafter completes its reclamation obligations, whichever occurs first.
- a) City shall give ARP written notice when construction on the proposed rail loop is imminent. Once construction of the rail loop commences, ARP has an option for up to two (2) years to extract the aggregate from within the rail loop. Further, once construction of the rail loop commences, ARP cannot store material within the rail loop area, and shall be required to reclaim the ground after gravel removal in order to level the ground for use.
 - b) Once the rail loop is constructed and is operational, ARP shall schedule any resource recovery operations that need to take place inside the loop area during the months of December through April. If, after loop operations have begun, ARP has a need to conduct resource recovery operations outside of this anticipated resource removal season (December - April), ARP shall coordinate and schedule such use and access with the City and the rail loop operator(s) in such a manner so as to minimize any potential disruption of the rail loop and ARP's operations.

3. Reclamation Plan. ARP has previously permitted and filed a Reclamation Plan covering the real property described in Exhibits A and B. The Reclamation Plan delineates the condition in which the parcels described in Exhibits A and B shall be left by ARP after removal of the aggregate. The City, at its election, may excavate the Railroad Loop property depicted on Exhibit C. If the City chooses to do so, ARP shall be entitled to remove the aggregate produced by the City's excavation from the Railroad Loop area, and any reclamation of the Railroad Loop area shall be the responsibility of the City. In the event ARP excavates the Railroad Loop area, the City shall identify the precise boundaries for excavation and notify ARP by written notice. ARP shall be responsible for actual excavation, and for returning the property to the condition required by any reclamation plan agreed to between the City and ARP, and/or required by any local or state agencies. The City shall be responsible for any permitting obligations related to its use of the License Location. ARP will provide the City a copy of the Reclamation Plan already provided to Washington Department of Natural Resources.
- a) Based upon the City's development plans for the License Location, the City may direct ARP to deposit topsoil in certain areas, and to deposit other types of fill materials in other areas. ARP shall cooperate with the City in the manner of the restoration of the overburden and fill to the extent the City's directions are consistent with the Reclamation Plan previously developed for Parcels A and B, and any future reclamation plan developed for the Railroad Loop area, and provided that such directions do not materially increase the cost to ARP to restore and reclaim the License Location.
 - b) To the extent reasonably practicable, any topsoil or overburden which is removed shall be stored on-site or in the most operationally-practical location as determined by ARP.
4. Aggregate Storage. ARP may also use the License Location for storage of aggregate removed from the License Location so long as such use does not interfere with the City's use of the Property. The term "aggregate" shall include all rock, sand or other materials mined from the License Location for use, storage, removal or resale by ARP. This term shall not include any top soil or overburden which is removed, but remains on the Property for eventual reuse for reclamation of the Property.
5. Access to License Location. At all times during the term of this Agreement, ARP shall have adequate access to the License Location to allow ARP to conduct the activities contemplated by this Agreement in an economical and efficient manner. This shall include access over any railroad spur that may ultimately be constructed on the License Location.
6. Inspections. The City shall have the right enter the License Location at any time to inspect the License Location to ensure that ARP is performing in accordance with the provisions of this Agreement. The City shall notify ARP of its intent to inspect,

and shall conduct any such inspections at reasonable times so as not to disrupt ARP's operations.

7. Maintenance of the License Location. ARP shall at all times maintain the areas it is actively using within the License Location, including storage areas, free from waste and debris related to its operations and use of the property. ARP shall have no duty to maintain areas used by the City or other invitees of the City.

8. Indemnification/Hold Harmless.

- a) Indemnification/Hold Harmless of City by ARP. ARP shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Licensee's, or its contractor's or subcontractor's, use of the Premises, or from any activity, work or thing done, permitted, or suffered by the Licensee in or about the Premises, to the extent such injury or damage shall have been caused by the negligence or intentional conduct of Licensee or any of its employees or agents.

It is further specifically and expressly understood that the indemnification provided herein constitutes ARP's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification and does not include or extend to any claim by ARP's employees directly against ARP. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- b) Indemnification/Hold Harmless of ARP by City. The City shall defend, indemnify and hold harmless ARP, its officers, directors, employees and agents from and against any and 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 City's, or its contractor's or subcontractor's, use of the Premises, or from any activity, work or thing done, permitted, or suffered by the City in or about the Premises, to the extent such injury or damage shall have been caused by the negligence or intentional conduct of the City or any of its employees or agents.

It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification and does not include or extend to any claim by the City's employees directly against the City. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. ARP shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may

arise from or in connection with the performance of the work hereunder by ARP, their agents, representatives, employees or subcontractors.

- a) No Limitation. ARP's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of ARP 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. ARP shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on 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. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- c) Minimum Amounts of Insurance. ARP shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- d) Other Insurance Provision. ARP's Automobile Liability and Commercial General Liability insurance 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 ARP'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. ARP shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of ARP before commencement of the work.
 - g) Subcontractors. ARP shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
 - h) Notice of Cancellation. Within two (2) business days of receipt of such notice, ARP shall provide the City and all additional insureds for this work with written notice of any policy cancellation.
 - i) Failure to Maintain Insurance. Failure on the part of ARP to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to ARP to correct the breach, immediately terminate the contract 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.
10. Taxes, License and Permits. ARP agrees to pay for all labor, employee benefits, materials, equipment, and tools necessary for the performance of its work at the License Location, and to obtain all applicable state and local licenses and permits necessary for the performance of said activities. ARP shall pay all state and local taxes which may become due and payable as a result of ARP's use or occupation of the License Location, which may be due and payable as a result of ARP's mining, processing, removal, storage or sale of materials removed from the License Location. ARP accepts the full and exclusive liability for payment of all such costs and expenses, and shall hold the City harmless from any liens, claims, judgments, expenses or costs, including attorney's fees, arising from a claim for the payment of such costs and expenses. The City shall be liable for all real estate property taxes and assessments for the License Location, if any.
11. Protection of Property from Construction Liens. ARP shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any work performed by or for ARP to be enforced against the Property, however it may arise. ARP may withhold payment of any claim in connection with a good faith dispute over an obligation to pay, so long as City's Property interests are not jeopardized.
12. Default. In the event of any default by ARP or City under this Agreement, the non-defaulting party shall give the defaulting party written notice of default.

- a) If the default creates an imminent danger of injury to persons or property, the defaulting party shall promptly undertake to cure the default, and shall have cured the default within three (3) days of the receipt of the notice of default.
 - b) Other defaults shall be cured within thirty (30) days of the receipt of the notice of default. In the event the nature of the default is such that it cannot be cured within thirty (30) days, the defaulting party shall submit a plan to the non-defaulting party for curing the deficiencies within the same thirty (30) day period, and if accepted by the non-defaulting party, the defaulting party will thereafter have a reasonable amount of time consistent with the plan to cure the default.
 - c) If the non-defaulting party fails to cure a default (or otherwise submit an acceptable plan for doing so) within the time provided, then the non-defaulting party shall have all remedies available to it at law and equity, including but not limited to, termination of this Agreement and the right to seek damages therefrom. Notwithstanding the foregoing, the termination of this Agreement shall not terminate ARP's obligation to restore any of the property in accordance with any filed Reclamation Plan.
13. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:
- | | |
|--|---|
| <p>TO ARP:</p> <p>American Rock Products
Attn: Michael D. McKinney
4418 E. 8th Avenue
Spokane Valley, WA 99212
Phone: (509) 533-1683
Fax: (509) 533-1644</p> | <p>TO THE CITY:</p> <p>City of Richland
Attn: Economic Development Manager
975 George Washington Way
PO Box 190, MS 18
Richland, WA 99352
Phone: (509)942-7583
FAX: (509)942-5666</p> |
|--|---|
- Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.
14. Assignment. ARP may assign this Agreement to a wholly-owned subsidiary of Eucon Corporation without the prior written consent of the City. No other assignments of this Agreement shall be made without the written consent of City, which shall be made or denied in its sole discretion. No assignment shall relieve ARP of its obligations under this Agreement.

15. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all previous understandings and agreements, written and oral. 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 the parties or their lawful successors and assigns subsequent to the date hereof.
16. 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. User expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
17. Attorney's Fees. In any action arising under this Agreement, the prevailing party shall be entitled to recover all costs incurred in such action including reasonable attorney fees. For the purposes of this paragraph, an arbitration or administrative hearing shall be considered an action.
18. 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.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

CITY OF RICHLAND

AMERICAN ROCK PRODUCTS

By: Cynthia D. Johnson
Its: City Manager

By: _____
Its: _____

ATTESTED:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton)

On this _____ day of _____, 2013, before me personally appeared CYNTHIA D. JOHNSON, known to be the CITY MANAGER and/or representative for CITY OF RICHLAND, and the person who executed the within and foregoing License Agreement for Mining and Removal of Aggregate and acknowledged that the said instrument is to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of _____)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing License Agreement for Mining and Removal of Aggregate, and acknowledged that he or she signed the same as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2013.

Print Name:

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