



Agenda
City Council Regular Meeting
Tuesday, February 6, 2018
City Hall Council Chamber | 505 Swift Boulevard

City Council Pre-Meeting - 7:00 p.m. (Discussion Only – Annex Building)

Agenda Item:

1. Executive Session Per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation With Legal Counsel (10 minutes)
 - Heather Kintzley, City Attorney
2. NEMS Market Power Update (10 minutes)
 - Bob Hammond, Energy Services Director
3. Discuss Meeting Agenda Items (10 minutes)
 - City Councilmembers

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:

4. New Hire/Retirements (5 minutes)
 - Allison Jubb, Human Resources Director
5. Holiday Season Emergency Services Update (7 minutes)
 - Tom Huntington, Fire and Emergency Services Director
 - Chris Skinner, Police Services Director
6. Annual Planning Commission Report (10 minutes)
 - Kerwin Jensen, Community Development Director
7. Annual Arts Commission Report (7 minutes)
 - Joe Schiessl, Parks and Public Facilities Director
8. Certificate of Achievement for Excellence in Financial Reporting (5 minutes)
 - Brandon Allen, Finance Director

Public Hearing: *(Please limit comments to 3 minutes) Note: Records intended for Council consideration must be given to the City Clerk.*

9. Resolution No. 16-18, Proposed 2018-2020 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77
 - Cathleen Koch, Administrative Services Director

10. Resolution No. 17-18, Proposed 2018-2021 Collective Bargaining Agreement with the Richland Police Guild
- Cathleen Koch, Administrative Services Director

Public Comments: *(Please limit comments to 3 minutes) Note: Records intended for Council consideration must be given to the City Clerk.*

Consent Calendar: (Approved by single roll call vote or Council may pull items and transfer to Items of Business)

Minutes:

11. Approve the Minutes from the Meeting Held November 2, 2017; January 16 & 23, 2018
- Heather Kintzley, City Attorney

Ordinances - First Reading:

12. Ordinance No. 02-18, Amending Richland Municipal Code Section 19.20.010 related to Procedures for Processing Development Permits
- Kerwin Jensen, Community Development Director
13. Ordinance No. 07-18, Amending Chapter 3.30 of the Richland Municipal Code related to Utility Billing and Collection
- Heather Kintzley, City Attorney
14. Ordinance No. 08-18, Providing for the Sale of 2018 Electric Revenue and Refunding Bonds
- Cathleen Koch, Administrative Services Director
15. Ordinance No. 09-18, Amending Richland Municipal Code Section 14.08.230 related to the Definition of Traffic Management Systems
- Heather Kintzley, City Attorney
16. Ordinance No. 10-18, Repealing Ordinance No. 238 of the City of Richland related to Relinquishment of Public Utility Easements
- Heather Kintzley, City Attorney
17. Ordinance No. 12-18, Adopting the Richland Shoreline Management Program as approved by the Washington State Department of Ecology
- Heather Kintzley, City Attorney
18. Ordinance No. 13-18, Accepting the Department of Justice Bulletproof Vest Partnership Program Grant and Amending the 2018 Budget
- Chris Skinner, Police Services Director

Ordinances - Second Reading/Passage:

19. Ordinance No. 48-17, Amending Richland Municipal Code Title 23: Zoning Regulations, related to Vehicle-Based Food Vendors
- Kerwin Jensen, Community Development Director
20. Ordinance No. 01-18, Amending Richland Municipal Code Title 24: Subdivision Procedures
- Kerwin Jensen, Community Development Director

21. Ordinance No. 03-18, Amending Chapter 23.08 of the Richland Municipal Code related to the Official Zoning Map of the City of Richland
 - Kerwin Jensen, Community Development Director
22. Ordinance No. 04-18, Amending Chapter 3.16 of the Richland Municipal Code related to Contractors' Bonds
 - Heather Kintzley, City Attorney
23. Ordinance No. 05-18, Amending Chapter 10.02 of the Richland Municipal Code related to Code Enforcement Violations and Procedures
 - Heather Kintzley, City Attorney
24. Ordinance No. 06-18, Amending RMC Title 9: Crime, related to Violation of Court Orders
 - Heather Kintzley, City Attorney

Resolutions – Adoption:

25. Resolution No. 01-18, Authorizing an Agreement with Fuse Heating and Air Conditioning, LLC for Participation in the City's Weatherwise Program
 - Bob Hammond, Energy Services Director
26. Resolution No. 05-18, Authorizing a Consultant Agreement with RGW Enterprises, P.C. for Engineering Services
 - Kerwin Jensen, Community Development Director
27. Resolution No. 11-18, Approving the Richland Transportation Benefit District Material Change Policy
 - Heather Kintzley, City Attorney
28. Resolution No. 13-18, Authorizing a Purchase Order Contract with Boyd's Tree Service, LLC for Tree Pruning and Vegetation Management
 - Bob Hammond, Energy Services Director
29. Resolution No. 14-18, Approving the City Council Assignments for 2018-2019
 - Cindy Reents, City Manager
30. Resolution No. 15-18, Authorizing Submission of a Washington State Association of Sheriffs and Police Chiefs (WASPC) Grant Application
 - Chris Skinner, Police Services Director
31. Resolution No. 16-18, Approving the 2018-2020 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77
 - Cathleen Koch, Administrative Services Director
32. Resolution No. 17-18, Approving the 2018-2021 Collective Bargaining Agreement with the Richland Police Guild
 - Cathleen Koch, Administrative Services Director
33. Resolution No. 18-18, Approving the Final Plat of Willowbrook II - Phase 4A
 - Kerwin Jensen, Community Development Director

34. Resolution No. 21-18, Setting a Public Hearing Date for the Proposed Vacation of Davenport Street Right-of-Way

- Pete Rogalsky, Public Works Director

35. Resolution No. 20-18, Approving the Final Plat of Horn Creek - Phase 3

- Kerwin Jensen, Community Development Director

Expenditures - Approval:

36. Expenditures from January 8, 2018 - January 26, 2018 for \$14,242,537.52 including Check Nos. 253510-254287, Wire Nos. 6669-6705, Payroll Check Nos. 128951-129987, and Payroll Wire/ACH Nos. 10253-10294

- Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager

2. City Council

3. Mayor

Adjournment

City Council Meetings are broadcast live on CityView Channel 192 and online at CI.RICHLAND.WA.US/CITYVIEWTV

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Agenda Item

Key Element:

Subject:

Executive Session Per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation With Legal Counsel (10 minutes)

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Executive Session Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Agenda Item

Key Element:

Subject:

NEMS Market Power Update (10 minutes)

Department:

Energy Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Presentations

Key Element:

Subject:

New Hire/Retirements (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Newly hired employees and employee retirements that occurred within the last month will be presented to Council this evening.

Any new employees able to attend this evening will be introduced to Council.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Presentations

Key Element:

Subject:

Holiday Season Emergency Services Update (7 minutes)

Department:

Fire & Emergency Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Presentations

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Annual Planning Commission Report (10 minutes)

Department:

Community & Development Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

1. 2017 Report
2. 2017 Stats by N-S-C

DRAFT

RICHLAND PLANNING COMMISSION

2017 ANNUAL REPORT



2017 Annual Report

Introduction

The first section of this report focuses on the progress the City made in 2017 towards achieving its goals as identified in the City's Strategic Plan. Each goal that is part of a strategic key that relates to the Planning Commission's work over the past year is listed below, with a summary of the progress made in 2017 towards implementation of the goal.

The second section of the report addresses the development activity that occurred throughout the City in 2017 and briefly analyzes development trends.

Section 1 – Strategic Keys

The seven strategic keys that Council has adopted for the City were all addressed in the work that the Planning Commission completed in the update of the comprehensive plan, which was the single most important accomplishment of the Commission in 2017. Beyond a general update to the plan and a refinement of the goals and policies of the plan, the most important additions to the plan included:

- Replacement of the "urban reserve" designation on lands within the Horn Rapids area with a residential designation. This area, west of Twin Bridges Road and south of SR 240 will be reserved for future residential development as growth in North Richland occurs;
- Development of a mixed use plan for the DNR owned property, west of Vintner's Square. This 240 plus acres includes lands for future commercial, high density residential, low density residential, school and park land uses;
- Development of a concept plan for the Columbia Point South area that would leave in place Natural Open Space along the sensitive shoreline and wetland areas and allow some limited urban recreation uses on the balance of the property.

Key 1 – Financial Stability and Operational Effectiveness

Progress made in 2017 –

- A. The Commission recommended procedural changes to the City's subdivision code, to sync up the code with current practice in the administration of final plat applications.
- B. The Commission recommended some zoning map amendments on four parcels to bring the map into compliance with the comprehensive plan.
- C. The Commission recommended the adoption of a GIS map book as the City's official zoning map.

Key 2 – Infrastructure and Facilities

Progress made in 2017 –

- A. The Commission completed its annual review of the Transportation Improvement Program (TIP), following it's hearing in May, recommending approval of the plan to the City Council.
- B. The Commission reviewed and recommended approval of a Complete Streets Ordinance.
- C. The Commission reviewed and approved a deviation from the Central Business District design standards for the construction of the New City Hall.

Key 3 – Economic Vitality

Progress made in 2017-

- A. The Commission reviewed and recommended approval of a proposal to declare City owned property surplus, thereby making additional land available to the Crown Group for their development of the 650 George Washington Way project.
- B. The Commission recommended a zoning code amendment that allows the C-3 zone to be applied in areas along State Route 240 in the Horn Rapids Business Park, providing additional flexibility for development of that area.
- C. Lamb Weston completed its construction of a new potato processing facility near the Richland Airport. In total, the project resulted in the construction of over \$75 million and 120 new jobs.
- D. Schaeffer Industries has begun construction of its facilities in the Horn Rapids area that will ultimately result in a new steel fabrication facility. To date Schaeffer has begun construction of buildings valued at almost \$5 million.
- E. The Vintner's Square shopping center continues to fill out with the construction and opening of Mod Pizza, Ulta Beauty, Party City, Mattress Firm and Panera Bread.
- F. Other new restaurants are under construction in South Richland, including Papa Murphy's on Gage Boulevard and the Dairy Queen on Duportail.

Key 4 – Central Richland and Island View District Revitalization

Progress made in 2017-

- A. The Commission recommended approval of a zoning code amendment that will allow Tri-City Chaplaincy to expand its facilities in the Island View area.
- B. The Commission recommended adoption of code amendments that would significantly expand opportunities for vehicle based food vendors. This is expected to have a particularly positive impact within the Central Business District.
- C. The City began construction of its New City Hall building on Swift Boulevard.
- D. A number of existing businesses within Central Richland upgraded their facilities including Fred Meyer, Winco, Hampton Inn, Rite Aid and Kadlec Medical Center.

- **Key 5 – Natural Resources Management**

- *Progress made in 2017-*

- A. The Commission completed its review and recommended significant updates to the City's Critical Areas Ordinance, which was the first update of the code since 2005.

Key 6 – Community Amenities

Progress Made in 2017 –

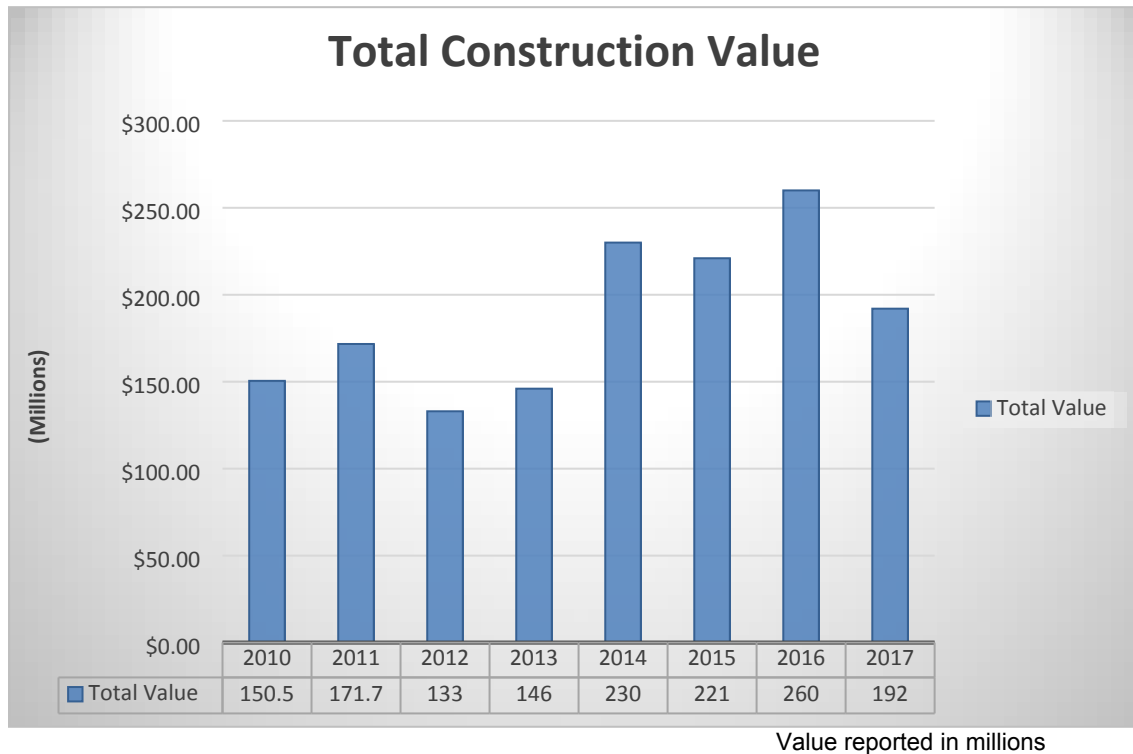
- A. The Commission recommended the creation and adoption of a new zoning district – the Urban Recreation zone to be applied to the Columbia Point South area.
- B. The Richland School District began construction of a new Jefferson Elementary School, a \$16 million dollar project.
- C. The Kennewick School District began construction of a new elementary school in the Clearwater Creek subdivision, a \$17 million dollar project.
- D. WSU – Tri Cities began construction of its first phase of campus housing - an 81 unit apartment project.

Key 7 – Neighborhood & Community Safety

Progress made in 2017 –

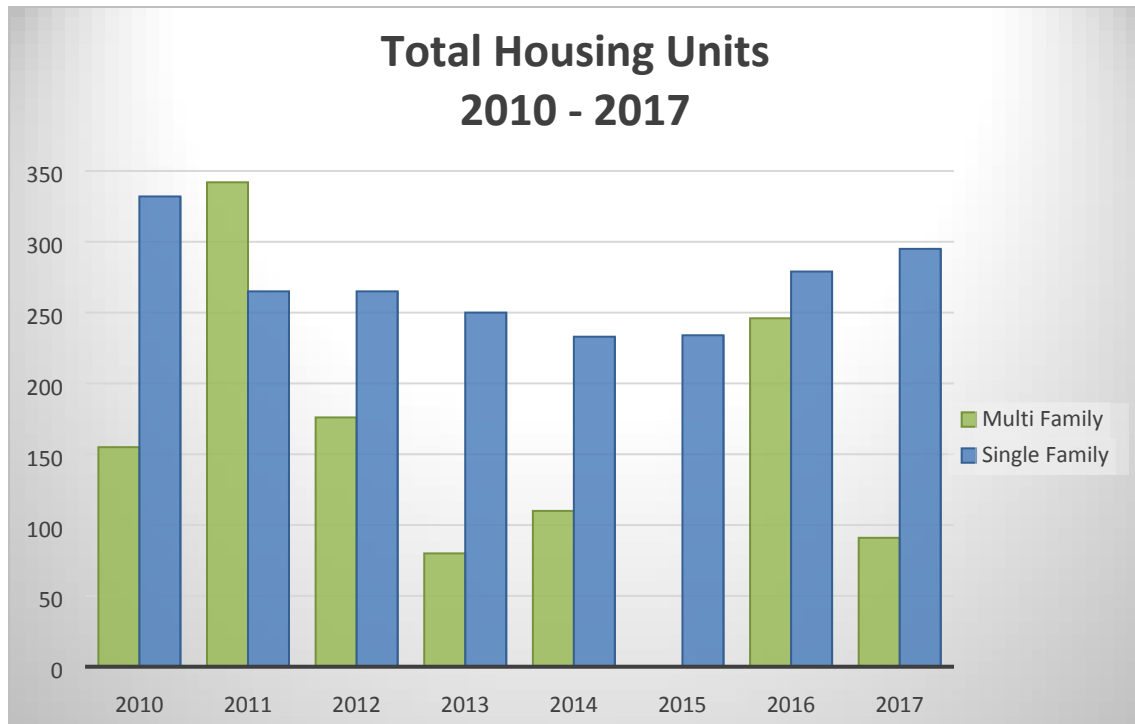
- A. The Commission reviewed and recommended the award of block grant funds to the City to install ADA compliant ramps on existing City sidewalks within Central Richland neighborhoods and make improvements to Goethals Park.
- B. The Commission reviewed and recommended the award of block grant funds to non-profit social service agencies to assist in the provision of affordable housing, senior meals and group homes.

Section 2 – City Wide Development Trends



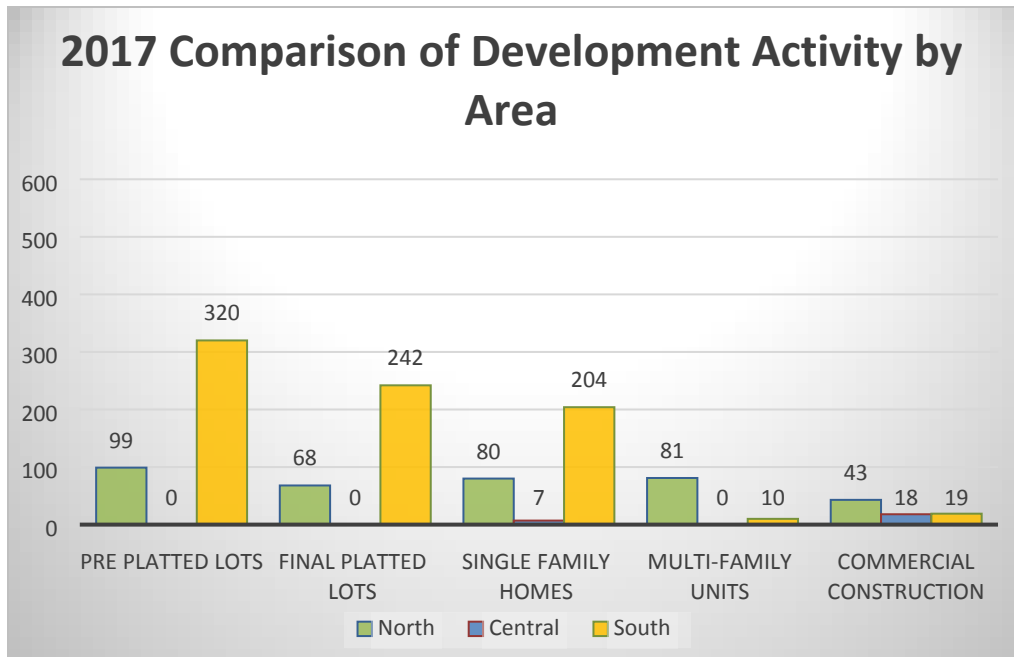
Overview

The City experienced a lower overall level of development activity that it has seen in the past several years. The \$192 million in total construction value in 2017 is slightly above the 8 year average of \$188 million, but significantly less than the \$260 million experienced in 2016. Overall activity levels were not less than in previous years but the City did not have a single huge project like a Lamb Weston, Preferred Freezer or Kadlec tower expansions that it experienced in recent years.



Residential Activity

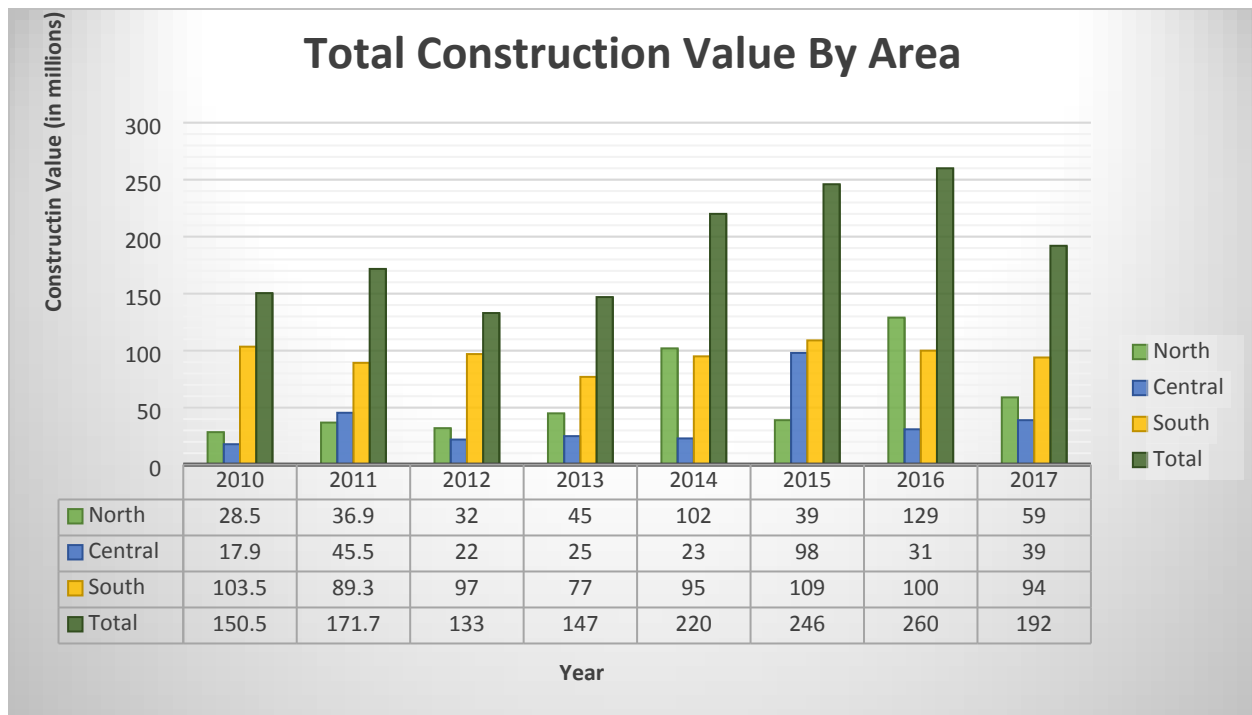
The number of single family permits issued in 2017 outpaced 2016 levels and at 295 units was the highest number of housing starts built in the City since 2010, well above the eight year average for single family permits of 269. The City also issued permits for 91 multi-family units, less than the eight year annual average of 150 multi-family units.



Distribution of Construction Activity

In a continuing trend, the majority of residential construction occurred in South Richland (south of the Yakima River). Of the 295 permits issued in 2017 for single family residences, 208 homes were located in South Richland, 80 permits were issued in the North Richland area (North of Van Giesen Street), and only 7 permits were issued in Central Richland. Platting activity was distributed exclusively between North and South Richland, with 68 final platted lots created in North Richland and 242 lots created in South Richland.

The average value of single family residence in 2016 was \$310,507, a 3% decrease from new home values in 2016. (Note: Home values included in this report are based on standard permit valuation tables and do not necessarily reflect market value.) Home values varied by location, with South Richland containing the most expensive homes (average value of \$316,657) and Central Richland the least expensive (average value of \$185,981) while the average value in North Richland was in the middle at \$271,249.



Commercial Activity

The number of commercial projects increased significantly from the prior year (80 projects in 2017 compared to only 56 projects in 2016); but the overall value of commercial construction decreased significantly: \$192 million in 2017, compared to \$260 million in 2016. The big difference between the last two years is that in 2016, the City issued permits for the \$70 million Lamb Weston Plant on Saint Street.

The largest projects under construction in the City in 2017 included a \$16 million Jefferson Elementary School project; a \$17 million elementary school construction project by the Kennewick School District; a \$7.9 million apartment building on the WSU campus, a \$7.5 million City Hall project, and a variety of improvements to the Lamb Weston facility totaling over \$8 million.

APPENDIX

2017 Richland Development Activity Statistics

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Table 1
2017 CITY OF RICHLAND
CONSTRUCTION ACTIVITY TOTALS - BY AREA

Construction Type	Number of Projects/Units	Total Building Valuation
<i>North Richland</i>		
Commercial	43	28,660,914
Multi-Family Residential	81	8,438,498
Single Family Residential	80	21,699,897
Preliminary Platted Lots	99	
Final Platted Lots	68	
<i>Subtotal</i>		<i>58,799,309</i>
<i>Central Richland</i>		
Commercial	18	37,359,763
Multi-Family Residential	0	
Single Family Residential	7	1,301,868
Preliminary Platted Lots	0	
Final Platted Lots	0	
<i>Subtotal</i>		<i>38,661,631</i>
<i>South Richland</i>		
Commercial	19	27,415,385
Multi-Family Residential	10	1,955,842
Single Family Residential	208	65,890,119
Preliminary Platted Lots	320	
Final Platted Lots	242	
<i>Subtotal</i>		<i>95,261,346</i>
<i>City Wide Totals</i>		
Commercial	80	93,436,062
Multi-Family Residential	91	10,394,340
Single Family Residential	295	88,891,884
Preliminary Platted Lots	419	
Final Platted Lots	310	
<i>Total</i>		<i>192,722,286</i>

Table 2
Summary of Construction Activity in North Richland
Construction Projects over \$100,000 Valuation

Address	Valuation	Type of Building Project
520 3 rd Street	120,000	PNNL Fencing
2200 Airport Way	331,032	Airplane Hangar
2201 Airport Way	305,568	Airplane Hangar
2221 Airport Way	305,568	Airplane Hangar
2240 Airport Way	305,568	Airplane Hangar
904 Battelle Boulevard	100,000	Battelle Auditorium Reroof
1752 Buckskin Lane	224,413	Musser Landscape Shop Building
1711 George Washington Way	193,785	Building Reroof
2165 Henderson Loop	284,113	Mallard Lake Building Addition
2235 Henderson Loop	533,503	Commercial Warehouse/Office Building
2323 Henderson Loop	175,000	Event Center Improvements
350 Hills Street	215,000	APEL Lab Remodel
2101 Horn Rapids Road	178,035	Areva Water Main Relocation
2101 Horn Rapids Road	2,200,000	Areva Scrap Uranium Recovery Facility
2325 Horn Rapids Road	200,000	CH2M Remodel
2325 Horn Rapids Road	195,000	CH2M Office Trailer
2325 Horn Rapids Road	195,000	CH2M Office Trailer
2325 Horn Rapids Road	195,000	CH2M Office Trailer
1915 Hoxie	165,000	Hoxie House Fire Repair
2701 Kingsgate Way	450,000	Office/Caretaker Residence
2701 Kingsgate Way Bldg. A	742,003	Mini Storage Facility
2701 Kingsgate Way Bldg. B	927,504	Mini Storage Facility
2701 Kingsgate Way Bldg. C	695,628	Mini Storage Facility
2701 Kingsgate Way Bldg. D	865,670	Mini Storage Facility
3095 Kingsgate Way	652,190	Fluid Controls & Components Building
605 McMurray	243,539	Twin Rivers Community Facility Addition
2303 Saint Street	795,791	Warehouse/Office Building
2460 Saint Street, Bldg. A	666,350	Lamb Weston Building
2460 Saint Street, Bldg. B	1,962,322	Lamb Weston Building

2460 Saint Street, Bldg. C	3,225,763	Lamb Weston Building
2460 Saint Street, Bldg. D	2,487,007	Lamb Weston Building
2701 Salk Avenue	352,677	Columbia Energy Addition
2894 Salk Avenue	160,856	Innovation Apartments Pool/Spa
2550 Schaeffer Way	2,288,555	Schaeffer Industries Office/Shop
2570 Schaeffer Way	2,647,696	Schaeffer Industries Office/Shop
1900 Stevens Drive	240,625	Timbers Apartments - Reroof
2345 Stevens Drive	219,900	Kurion, Inc. Reroof
1616 Terminal Drive	869,605	Office/Storage Building
1776 Terminal Drive	850,000	CBRC Locker room Remodel
1851 Terminal Drive	290,648	Shell Building
1980 Terminal Drive	605,000	Carl Lock Fueling Station
215 University Drive	458,698	WSU – Apartments (81 Units)
227 University Drive	7,979,800	WSU – Apartments (81 Units)
Total Valuation	37,099,412	

Table 3
Single Family Housing Starts – North Richland

Subdivision Name	Housing Starts	Total Valuation	Average Valuation
Copperleaf	2	536,285	268,142
Eagleridge	1	460,730	460,730
Grayhawk	62	17,321,499	279,379
Hearthwood	3	797,531	265,844
Horn Creek	4	978,704	244,676
Willow Pointe	8	1,605,148	200,643
Totals	80	21,699,897	271,249

Table 4
FINAL PLATS APPROVED – North Richland

Subdivision Name	Lots	Acres	Housing Starts	Current Status
Grayhawk 2	43	14.2	26	Multi-Phase Project
Grayhawk 3	14	6.3	0	Project Completed
Sandpiper 2	11	2.7	0	Project Completed
Totals	68	23.2	26	

Table 5
PRELIMINARY PLATS APPROVED – North Richland

Subdivision Name	Lots	Acres
Quail Ridge	99	39.1

Table 6
Central Richland Commercial Construction Projects over \$100,000
Valuation

Address	Valuation	Type of Building Project
486 Bradley Boulevard	750,000	Hampton Inn Renovation
101 Columbia Point Drive	120,000	Winco Remodel
2550 Duportail Street	170,000	Riverpointe Apts. Clubhouse Remodel
930 George Washington Way	200,000	Wendy's Remodel
1033 George Washington Way	125,000	Burger King Remodel
1550 George Washington Way	16,000,000	RSD – Jefferson Elementary School
1060 Jadwin Avenue	125,000	Office Building Remodel
1329 Lee Boulevard	180,000	Rite Aid Remodel
930 Long Avenue	3,264,000	RSD Modular Classrooms
955 Northgate Drive	170,000	Library Meeting Space
723 The Parkway	400,000	Fuse Office Space Renovation
585 Stevens Drive	1,110,816	Grigsby Retail Shell Building
625 Swift Boulevard	7,500,000	City Hall
888 Swift Boulevard	750,000	Kadlec Employee Service Kitchen
888 Swift Bouevard	400,000	Kadlec Roof Replacement
888 Swift Boulevard	395,000	Kadlec Roof Replacement
101 Wellsian Way	5,549,947	Fred Meyer Remodel
601 Williams Boulevard	150,000	HAPO Call Center Remodel
	37,359,763	

Table 7
Single Family Housing Starts – Central Richland

Subdivision Name	Housing Starts	Total Valuation	Average Valuation
Plat of Richland	6	853,670	142,278
Unplatted	1	448,198	448,198
	7	1,301,868	185,981

Table 8
South Richland Commercial Construction Projects over \$100,000 Valuation

Address	Valuation	Type of Building Project
18 Center Parkway	17,000,000	KSD Elementary School Construction
1001 Columbia Vista	119,970	Retaining Walls
2762 Duportail Way	882,099	Shell Building
2768 Duportail Way	500,000	Panera Bread Restaurant
3250 Duportail Way	850,000	Dairy Queen Restaurant
150 Gage Boulevard	2,275,000	Columbia Community Church Remodel
612 Gage Boulevard	200,000	Papa Murphy's Take N' Bake Pizza
743 Gage Boulevard	137,000	Trans Ova Lab Remodel
424 Keene Road	681,000	The Pancake House
123 Reata Road	2,130,306	Commercial Shell Building
123 Reata Road	250,000	Rivers Edge Gym
101 Queensgate Avenue	286,600	Grading – Westcliffe Heights
1034 Queensgate Avenue	300,000	Miss Fit Ventures Fitness Center
2801 Queensgate Avenue	189,000	Mattress Firm Store
2803 Queensgate Avenue	250,000	MOD Pizza Restaurant
2907 Queensgate Avenue	400,000	Party City Store
2911 Queensgate Avenue	600,000	Ulta Beauty Store
844 Tulip Lane	164,410	Tagares Mechanical
878 Tulip Lane	200,000	Barnard Griffin Kitchen Remodel
	27,415,385	

Table 9
Single Family Housing Starts by Subdivision – South Richland

Subdivision Name	Housing Starts	Total Valuation	Average Valuation
Badger Den	1	523,375	523,375
Badger Heights	1	985,113	985,113
Brantingham Heights	1	511,340	511,340
Clearwater Creek	47	12,075,566	256,927
Crested Hills	1	530,199	530,199
Falconcrest	9	3,553,778	394,864
Heritage Hills	1	508,344	508,344
Lexington Heights	1	549,544	549,544
Rancho Del Rey 9	5	1,467,000	293,400
Reata Ridge	2	820,267	410,133
Short Plats	7	2,803,419	400,488
Skyline Meadows	9	4,421,998	491,333
Sunshine Ridge	4	1,180,356	295,089
Temple Meadows	1	254,346	254,346
The Dwellings	2	672,224	336,112
The Heights at Meadow Springs	9	3,502,743	389,194
Veneto Villagio	5	1,641,423	328,285
West Village	11	2,890,780	262,798
West Vineyards	46	11,575,121	251,633
Westcliffe	16	6,434,748	402,172
White Bluffs	29	8,988,435	309,946
Totals	208	65,890,119	316,779

Table 10
Duplex Housing Starts by Subdivision – South Richland

Subdivision Name	Housing Starts (Total Units)	Total Valuation	Average Valuation
West Vineyards	10	1,955,842	195,584

Table 11
Final Plats Approved – South Richland

Subdivision Name	Lots	Acres	Housing Starts	Current Status
Clearwater Creek Phase 4	34	7.8	32	Multi-Phase Project
Rancho Del Rey 9	15	4.8	5	Project Complete
West Village	82	24.4	11	Multi-Phase Project
West Village Phase 2	74	18.4	0	Multi-Phase Project
White Bluffs Phase 4	37	13.5	8	Multi-Phase Project
Totals	242	68.9	56	

Table 12
Preliminary Plat Approved – South Richland

Subdivision Name	Lots	Acres
Jolianna Heights	55	28.4
Reserve at Summit View Terrace	62	49.1
Westcliffe Heights	203	140.3
	320	217.8

Table 13
DEVELOPMENT ACTIVITY COMPARISON 2007-2017

*Valuation reported in millions

Construction Type	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total
North Richland												
Commercial Projects	23	22	17	17	26	18	21	14	24	28	43	253
Multi-Family Res. Units	0	0	0	0	0	80	80	0	0	150	81	391
Single Family Res. Units	66	39	59	86	49	60	66	47	64	73	80	689
Total Construction Valuation*	42	78	22	28	37	32	45	102	39	129	59	613
Preliminary Platted Lots	120	0	0	0	0	0	0	9	0	0	99	228
Final Platted Lots	153	0	0	70	86	0	0	0	40	79	68	496
Central Richland												
Commercial Projects	11	18	14	15	18	13	14	13	31	11	18	176
Multi-Family Res. Units	12	0	0	11	180	0	0	4	0	92	0	299
Single Family Res. Units	15	9	7	38	20	9	4	5	8	2	7	124
Total Construction Valuation*	10	29	12	18	45	22	25	23	98	31	39	382
Preliminary Platted Lots	0	0	0	0	0	0	0	0	0	0	0	0
Final Platted Lots	0	0	0	0	0	0	0	0	0	0	0	0
South Richland												
Commercial Projects	21	13	11	12	15	18	22	12	21	17	19	181
Multi-Family Res. Units	164	0	0	320	162	96	0	106	0	4	10	862
Single Family Res. Units	219	180	151	208	197	196	180	181	162	204	208	2,062
Total Construction Valuation*	102	73	46	104	89	79	77	95	109	100	94	969
Preliminary Platted Lots	165	16	0	50	156	44	253	615	7	573	320	2,199
Final Platted Lots	263	162	16	42	210	230	131	106	103	103	242	1,602
City Totals												
Commercial Projects	55	53	42	44	59	49	57	39	76	56	80	610
Multi-Family Res. Units	176	0	0	331	342	176	80	110	0	246	91	1,552
Single Family Res. Units	300	228	217	332	265	265	250	233	234	279	295	2,898
Total Construction Valuation*	154	181	82	150	172	133	147	230	221	260	192	1,923
Preliminary Platted Lots	285	16	0	50	156	44	253	624	7	573	419	2,427
Final Platted Lots	416	162	16	112	296	230	131	106	143	182	310	2,104

Table 14
2007-20017 SINGLE FAMILY RESIDENTIAL BUILDING PERMITS by
SUBDIVISION

Subdivision Name	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total	Total Value in 1000's	Avg. Value
Applewood	13	6	0	0	0	0	0	0	0	0	0	19	4,817	253
Apple Valley Ranch	0	0	0	0	0	5	1	3	1	0	0	10	2,668	267
April Addition	0	0	0	0	0	1	0	0	0	0	0	1	316	316
Aspen Meadows	1	0	0	0	0	0	0	0	0	0	0	1	260	260
Badger Den	4	3	2	6	1	2	2	3	1	0	1	25	8,682	347
Badger Heights	0	1	0	0	0	0	1	0	0	0	1	3	1,924	641
Badger Mt. Village	8	9	14	46	37	30	8	3	0	1	0	156	36,514	234
Badger Park Estates	0	0	0	0	16	9	13	3	0	0	0	41	13,343	325
Bellerive Springs	5	15	20	10	8	16	10	0	0	0	0	84	12,342	147
Bordeaux Grove	0	0	0	1	2	6	7	0	0	0	0	16	4,18	259
Brantingham Green	13	20	18	13	3	0	0	0	0	0	0	67	18,296	273
Brantingham Heights	0	0	0	10	7	10	13	33	14	8	1	96	30,570	318
Brookshire Estates	23	6	5	13	10	7	9	10	8	5	0	96	28,193	293
Canyon Rim	8	6	16	6	0	3	0	0	0	0	0	39	9,065	232
Canyon Terrace II	0	0	0	0	0	0	0	0	0	1	0	1	362	362
Carr Plat	0	0	0	0	0	0	0	2	4	1	0	7	2,208	315
Cherrywood Estates	16	3	2	3	0	0	0	0	0	0	0	24	6,881	286
Clearwater Creek	0	0	0	0	0	0	0	0	18	29	47	94	24,545	261
Copperleaf	0	0	0	11	15	24	29	18	34	9	2	142	37,811	266
Country Estates	3	3	2	0	4	0	1	0	0	0	0	13	7,451	573
Country Glen	1	0	0	1	1	0	2	1	2	2	0	10	2,495	250
Country Heights	9	0	1	1	3	5	1	1	1	0	0	22	10,077	458
Country Ridge	0	0	0	0	1	0	0	0	0	0	0	1	290	290
Country View Estates	0	0	0	0	1	0	0	0	0	0	0	1	327	328
Crested Hills	8	7	1	4	7	9	3	0	4	5	1	49	17,406	355
Crosswater	0	0	14	22	3	2	4	0	0	0	0	45	11,747	261
Dellacourt	4	0	0	0	0	0	0	0	0	0	0	4	905	225
Desert Summit	3	8	9	16	2	2	0	1	0	0	0	41	13,117	320
Eagleridge	0	0	0	0	5	4	1	1	4	3	1	19	7,207	379
Eaglewatch	0	0	12	11	2	0	0	1	7	16	0	49	10,051	205
Falconcrest	0	0	0	0	0	0	0	1	1	3	9	14	5,274	376
First Add Richland	0	0	0	0	0	0	0	0	1	0	0	1	128	128
Gage Galaxy	0	0	0	0	0	0	1	0	0	0	0	1	164	164
Grayhawk	0	0	0	0	0	0	0	0	0	20	62	82	23,318	267
Hearthstone	0	1	0	1	0	0	0	0	0	0	0	2	516	258

Hearthwood	0	0	0	0	0	0	0	0	2	1	3	6	1,604	268
Heritage Hills	3	4	1	4	1	1	0	0	2	2	1	19	8,238	433
Hills Mobile Park	0	0	0	0	0	3	0	0	0	0	0	3	40	13
Hills West	0	1	0	0	0	0	0	1	0	0	0	2	741	371
Horizon Heights	6	27	5	0	2	3	3	3	0	0	0	49	6,971	144
Horn Creek	0	6	3	6	7	2	2	18	12	18	4	78	18,519	237
Island View (Wye)	2	0	0	0	0	0	0	0	0	0	0	2	170	85
Laird's Plat	0	0	0	0	0	0	1	0	0	0	0	1	237	238
Lexington Heights	0	0	2	4	11	14	12	13	8	2	1	67	24,500	366
Liberty Lane	0	1	0	0	1	0	0	0	0	0	0	2	491	246
Meadowbrook	0	0	0	0	0	0	0	0	1	0	0	1	494	494
Meadow Hills	1	0	0	0	0	0	0	0	0	0	0	1	360	360
Meadow Park Estates	4	2	5	5	3	3	2	2	0	0	0	26	6,058	233
Newcomer	0	0	0	0	0	6	0	0	0	0	0	6	608	101
Plat of Richland	4	1	3	3	3	3	3	4	7	2	6	39	6,796	174
Rancho Del Rey 9	0	0	0	0	0	0	0	0	0	0	5	5	1,467	293
Reata Ridge	0	0	0	0	17	16	16	7	10	5	2	73	25,735	353
Richland MH Park	0	0	0	0	0	5	0	0	0	0	0	5	283	56
River View Pointe	8	11	24	21	6	6	3	7	1	1	0	88	19,250	219
Sandpiper	14	1	3	3	4	6	8	0	0	0	0	39	7,435	190
Sedona	1	0	0	0	0	0	1	0	0	0	0	2	476	238
Sedona II	28	8	1	3	0	0	1	0	0	0	0	41	10,672	260
Sequoia Springs	14	1	0	1	0	0	1	0	0	0	0	17	4,600	267
Short Plats	0	3	2	4	2	6	6	2	3	10	7	45	13,274	295
Sienna Sky	0	3	11	2	7	5	5	3	0	0	0	36	8,086	225
Silver Meadows	0	0	1	1	6	4	4	1	1	1	0	19	6,279	330
Skyline Meadows	0	1	2	5	3	1	4	5	4	8	9	42	16,609	395
South Haven	0	0	1	0	0	0	0	0	0	0	0	1	139	140
Sunshine Ridge	0	0	0	0	0	0	0	0	0	0	4	4	1,180	295
Sundance Ridge	7	6	3	4	4	1	5	1	4	2	0	37	12,709	344
Tanglewood	7	8	4	36	17	5	1	0	0	0	0	78	13,389	171
Temple Meadows	1	0	0	2	2	2	0	1	0	1	1	10	2,740	274
The Bluffs	16	3	5	6	3	2	6	3	0	1	0	45	13,515	300
The Dwellings	0	0	0	0	0	0	0	0	2	1	2	5	1,025	339
The Heights @ Meadow Springs	6	12	5	11	14	15	10	22	10	12	9	126	43,065	342
The Plateau	15	5	5	4	4	1	4	0	0	0	0	38	13,050	344
Tri-City Estates	0	0	1	0	0	0	0	0	0	1	0	2	572	286
Veneto Villagio	0	0	0	0	0	0	0	0	0	0	5	5	1,641	328
West Vineyards	0	0	0	0	0	0	6	7	18	43	46	119	34,964	294
Westcliffe	27	22	9	27	19	18	32	27	23	29	16	249	91,101	365
West Village	0	0	0	0	0	0	0	0	0	0	11	11	2,891	263
White Bluffs	0	0	0	0	0	0	0	14	22	34	29	99	30,641	309
Willowbrook Heights	4	0	0	0	0	0	0	0	0	0	0	4	1,084	272
Willowbrook II	8	4	4	3	1	1	0	0	0	0	0	21	6,531	311
Willow Pointe	4	9	0	3	0	0	0	2	2	0	8	28	7,224	258

Unplatted	1	1	1	1	2	1	0	2	2	2	1	14	4,214	301
Totals	300	228	217	334	267	266	250	233	234	279	295	2882	820,960	285

2017 SUMMARY OF SUBDIVISION ACTIVITY

Table 15A summarizes the preliminary plats that the City approved in 2017. Preliminary plat approval gives a developer the legal right to subdivide property. Additional work is required to construct the infrastructure necessary to provide access and utility connections to each lot created. Once constructed and inspected by the City, a plat is granted final approval. Table 15B summarizes projects that were granted final plat approvals in 2017. The current status column in Table 15B indicates whether the project is a part of a larger multi-phase project.

**Table 15A
PRELIMINARY PLATS APPROVED IN 2017**

Subdivision Name	Lots	Acres
Jolianna Heights	55	28.4
Reserve at Summit View Terrace	62	49.1
Quail Ridge	99	39.1
Westcliffe Heights	203	140.3
Totals	419	256.9

Table 15B FINAL PLATS APPROVED IN 2017

Subdivision Name	Lots	Acres	Housing Starts	Current Status
Clearwater Creek Phase 4	34	7.8	32	Multi-Phase Project
Grayhawk 2	43	14.2	26	Multi-Phase Project
Grayhawk 3	14	6.3	0	Project Completed
Rancho Del Rey 9	15	4.8	5	Project Complete
Sandpiper 2	11	2.7	0	Project Completed
West Village	82	24.4	11	Multi-Phase Project
West Village Phase 2	74	18.4	0	Multi-Phase Project
White Bluffs Phase 4	37	13.5	8	Multi-Phase Project
Totals	310	92.1	82	

While the first two tables detail the development approved and constructed in 2017, the next two tables identify the inventory of projects that have been approved in the City in previous years. Oftentimes, subdivisions are constructed in multiple phases over a period of years. The original preliminary plat approval is granted for the entire project, and final

plats are developed one phase at a time. The projects listed in Table 15C are multi-phase projects that have been partially but not fully completed.

**Table 15C
MULTI-PHASE PROJECTS IN PROGRESS IN 2017**

Subdivision Name	Lots Already Final Platted	Remaining Lots Authorized by Preliminary Plat	Total Lots
Clearwater Creek	100	220	320
Falconcrest	27	17	44
Heritage Hills	21	108	129
Horn Creek	90	26	116
Meadow Hills	56	14	70
Westcliffe	359	27	386
West Village	156	408	564
Willowbrook II	47	48	95
White Bluffs	133	87	220
Totals	989	955	1944

Finally, Table 15D provides a summary of all the projects in the City that have received preliminary approval in previous years but have not yet been constructed. Some of these subdivision approvals were granted several years ago, but all remain valid.

**Table 15D
PRELIMINARY PLATS – APPROVED BUT NOT YET CONSTRUCTED**

Subdivision Name	Number of Lots
Birkdale at Horn Rapids	48
Canyon Creek	27
South Orchards	281
Total Lots	356

Table 16
PLANNING COMMISSION PERMIT ACTIVITY LEVELS 2007 – 2017

2015 was the first year that the City implemented a system of hearing examiner permit review. Prior to 2015, the Planning Commission conducted permit review as well as the activities that are listed in this table. 2015 was also the first year that the Commission reviewed the Community Development Block Grant (CDBG) grant applications and recommended funding levels to the City Council. Previously, this work was completed by the Housing Advisory Committee.

Permit Type	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Zoning Text Amendments	4	5	3	4	8	2	1	5	6	4	5
Annexations	0	1	1	1	1	2	2	1	1	1	2
Bldg. Reviews	0	1	0	0	0	1	0	0	0	1	1
Subdivision Code Amendments	1	0	0	0	0	1	0	1	1	0	1
Comprehensive Plan Amendments	7	6	3	5	0	4	5	3	1	2	1*
Review of other Planning Documents	2	4	1	2	2	2	3	1	2	2	0
Surplus of City Owned Properties	2	1	0	1	1	1	3	1	2	0	1
Sign Code Reviews/Variations	2	0	0	0	0	0	0	0	0	0	0
Sidewalk Use Licenses	0	0	0	0	2	1	2	1	1	0	0
CDBG Program Grant Awards	0	0	0	0	0	0	0	0	1	1	1
Other Code Amendments	1	2	0	1	2	2	1	3	1	0	1**
TOTALS	19	20	8	14	16	16	17	16	16	11	13

* 10 year comprehensive plan update

**critical areas ordinance update

The work accomplished by the Planning Commission was conducted during 12 regular and special meetings, 12 workshops and the annual tour.

Table 17
LAND USE PERMIT ACTIVITY LEVELS 2007 - 2017

In Table 17, the years 2007-2014 show the permit review activity that was conducted by the Planning Commission. The years 2015-2017 shows permit applications reviewed by the Hearing Examiner.

Permit Type (Red text denotes years that Planning Commission performed land use review.)	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Zoning Map Amendments	4	6	2	6	4	0	2	4	5	5	4
Preliminary PUDs	2	0	0	1	0	1	0	0	0	0	0
Final PUDs	0	0	0	0	0	0	0	0	0	0	0
Special Use Permits	2	2	2	2	1	4	4	3	3	2	0
Site Plan Reviews	0	1	0	4	4	2	2	0	0	0	0
Preliminary Plats New	5	1	0	2	2	0	2	4	3	1	5
Preliminary Plats – Revisions	0	0	1	1	0	0	0	0	0	1	0
Binding Site Plans	0	0	0	0	0	0	0	2	0	0	0
Short Plat Appeals	0	0	0	0	0	0	0	0	0	0	0
Short Plat Variances	0	0	0	0	0	0	0	0	0	0	0
Shoreline Permits	1	0	2	0	2	2	1	2	2*	2	1
TOTALS	14	10	7	16	13	9	11	15	13	11	10

*One shoreline permit application was reviewed by the Planning Commission.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Presentations

Key Element:

Subject:

Annual Arts Commission Report (7 minutes)

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Jeff Kissel, Chair of the Richland Arts Commission will provide an annual report to Council.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Presentations

Key Element:

Subject:

Certificate of Achievement for Excellence in Financial Reporting (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Brandon Allen, Finance Director, will present the Certificate of Achievement for Excellence in Financial Reporting for the 2016 Comprehensive Annual Financial Report.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Public Hearing

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 16-18, Proposed 2018-2020 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77

Department:

Administrative Services

Ordinance/Resolution Number:

16-18

Document Type:

Resolution

Recommended Motion:

None.

Summary:

This public hearing is held to allow for input on the 2018-2020 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77.

Resolution 16-18 is being presented this evening for Council consideration and approval. Refer to the staff report for Resolution No. 16-18 for more information.

Fiscal Impact:

No

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Public Hearing

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 17-18, Proposed 2018-2021 Collective Bargaining Agreement with the Richland Police Guild

Department:

Administrative Services

Ordinance/Resolution Number:

17-18

Document Type:

Resolution

Recommended Motion:

None.

Summary:

This public hearing is held to allow for input on the 2018-2021 Collective Bargaining Agreement with the Richland Police Guild.

Resolution No. 17-18 is being presented this evening for Council consideration and approval. Refer to the staff report for Resolution No. 17-18 for more information.

Fiscal Impact:

No

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes from the Meeting Held November 2, 2017; January 16 & 23, 2018

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on November 2, 2017; January 16 & 23, 2018

Summary:

None.

Fiscal Impact:

None.

Attachments:

1. Draft 110217 Minutes
2. Draft 011618 Minutes
3. Draft 012318 Minutes

Draft



MINUTES
CITY COUNCIL SPECIAL WORKSHOP
Richland City Hall ~ 505 Swift Boulevard
Tuesday, November 2, 2017

City Council Special Workshop – 6:00 p.m.

Attendance:

Mayor Thompson, Mayor Pro Tem Christensen, Councilmembers Anderson, Kent, Lemley and Luzzo Gilmour were present.

Also present were City Manager Reents and City Clerk Hopkins.

Agenda Items:

1. Welcoming Statement
- Cindy Reents, City Manager

Ms. Reents explained the special workshop is for Council deliberation only.

Councilmember Lemley said he believes that with the diversity in the population will continue to increase with the growth of Richland, a welcoming statement would be appropriate. He was in favor of the second statement.

Councilmember Luzzo Gilmour said she believes that Richland has discrimination issues and she supported the third statement.

Mayor Pro Tem Christensen said he believes the City's Human Rights Ordinance and the Values, Vision and Mission statements are sufficient to be a welcoming statement. He does not believe the City has discrimination problems. He favored the first statement.

Councilmember Kent said she believes in actions verses words on paper to show that Richland is an inclusive City. She favored the third statement as it is more passionate, but recommended removing the specific business statements in paragraph five.

Councilmember Anderson said he has looked at the City's data and believes that Richland does not have discrimination issues, but acknowledges that negative things do happen in the community. He favored the first statement.

Mayor Thompson believes there is no discrimination issues in Richland and that nobody would be afraid to locate in Richland. He said although he believes the City does not need a welcoming statement, he said he favored the first statement.

Ms. Reents said she would bring Council's comments back to staff and directed them to blend statements one and three and take out the language regarding specific businesses. She said the statement will be placed on the December 3, 2017, Council agenda for Council action.

Other Business:

Mayor Thompson said he is attending a meeting with the Washington State Department of Ecology and the Attorney General's Office in Olympia on November 3, 2017, to discuss Hanford waste issues.

Councilmember Luzzo Gilmour invited Council to join her at the ribbon cutting for Wild Birds Unlimited scheduled on November 3, 2017.

Adjournment:

Mayor Thompson adjourned the workshop at 6:40 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, January 16, 2018

City Council Pre-Meeting - 6:45 p.m.

Councilmember Lemley called the pre-meeting to order at 6:45 p.m. in the City Manager's Conference Room in the City Hall Annex building.

Attendance: Councilmembers, Anderson, Kent, Lemley, Lukson and Alvarez were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Public Works Director Rogalsky, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Parks and Public Facilities Director Schiessl, Economic Development Manager Ratkai and City Clerk Hopkins.

Agenda Item

1. Closed Session to Discuss Collective Bargaining Negotiations (10 minutes)
 - Jon Amundson, Assistant City Manager

Council went into closed session at 6:45. p.m. for 10 minutes.

2. Ground Lease Options at 1100 and 1200 Jadwin (15 Minutes)
 - Economic Development Manager Ratkai

Mr. Ratkai said the City has a ground lease on the two properties. He gave the history of the properties, described the condition of each and the reasons why the building owners want to purchase the property instead of having a ground lease. Mr. Ratkai gave the pros and cons for the City if it releases the ground lease.

3. Ground Emergency Medical Transportation (GEMT) Funding for Fire and Emergency Services (5 minutes)
 - Tom Huntington, Fire and Emergency Services Director

Chief Huntington explained how the GEMT funding can provide gap insurance, up to one-half the cost of ground emergency medical transportation, for people on Medicaid and Medicare.

4. Transportation Advocacy (10 minutes)
 - Pete Rogalsky, Public Works Director

Mr. Rogalsky explained that Transportation Advocacy plans regionally for state funding

and how some projects are not fully developed, but act as place holder on the regional plan.

5. Discuss Meeting Agenda Items (5 minutes)
 - Councilmembers

Council briefly discuss the meeting's agenda items.

City Council Regular Meeting - 7:30 p.m.

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

Welcome and Roll Call

Councilmember Lemley welcomed those in the audience and expressed appreciation for their attendance.

Attendance: Councilmembers Anderson, Kent, Lukson, Lemley and Alvarez were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Administrative Services Director Koch, Public Works Director Rogalsky, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Parks and Public Facilities Director Schiessl, Energy Services Director Hammond, Police Services Director Skinner, Economic Development Manager Ratkai and City Clerk Hopkins.

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO EXCUSE MAYOR THOMPSON AND MAYOR PRO TEM CHRISTENSEN. THE MOTION CARRIED 5-0.

Pledge of Allegiance

Councilmember Lemley led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER LEMLEY SECONDED A MOTION TO AMEND THE AGENDA BY REMOVING ITEM 20. EXECUTIVE SESSION AND APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 5-0

Presentations

6. Community Development Annual Review (10 Minutes)
 - Kerwin Jensen, Community Development Director

Mr. Jensen presented the Community Development Annual Review that included information on land use, subdivisions, building permits, inspections, plan review, HOME

investment partnership program, Community Development Block Grant, redevelopment, economic development, and industrial development.

Council had a question and answer period with Mr. Jensen regarding the report.

7. CityView Video: Commercial Improvement Program Update (5 minutes)
 - Zach Ratkai, Economic Development Manager

Mr. Ratkai explained the Commercial Improvement Program and its benefit to business owners.

Public Hearing

There were no public hearings.

Public Comments

City Clerk Hopkins read the public comments procedure.

Pat Paulson, 2253 Davison Avenue, Richland, WA, stated his concerns regarding the DNS-M Threshold determination for Canyon Creek West Development.

Laurie Ness, 2253 Davison Avenue, Richland, WA, stated her concerns regarding the DNS-M Threshold determination for Canyon Creek West Development.

Consent Calendar

CITY CLERK HOPKINS READ THE CONSENT CALENDAR.

COUNCILMEMBR KENT MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED ANDERSON 5-0.

Minutes

8. Approve the Minutes for the Meeting Held January 2, 2018
 - Heather Kintzley, City Attorney

Ordinances - First Reading

9. Ordinance No. 01-18, Amending RMC Title 24: Subdivision Procedures
 - Kerwin Jensen, Community Development Director
10. Ordinance No. 03-18, Amending Chapter 23.08 of the Richland Municipal Code Regarding the Official Zoning Map of the City of Richland
 - Kerwin Jensen, Community Development Director

11. Ordinance No. 04-18, Amending Chapter 3.16 of the Richland Municipal Code Related to Contractors' Bonds
 - Heather Kintzley, City Attorney
12. Ordinance No. 05-18, Amending Chapter 10.02 of the Richland Municipal Code Regarding Code Enforcement Violations and Procedures
 - Heather Kintzley, City Attorney
13. Ordinance No. 06-18, Amending RMC Title 9: Crime, Related to Violation of Court Orders
 - Heather Kintzley, City Attorney

Ordinances - Second Reading/Passage

Resolutions – Adoption

14. Resolution No. 03-18, Authorizing a Purchase and Sale Agreement with Anmol Enterprises, LLC for 2.5 Acres in the Horn Rapids Commercial Center
 - Kerwin Jensen, Community Development Director
15. Resolution No. 09-18, Approving the Final Plat of Westcliffe - Phase 16
 - Kerwin Jensen, Community Development Director
16. Resolution No. 10-18, Awarding Bid to Futura Systems, Inc. for Staking Software
 - Bob Hammond, Energy Services Director
17. Resolution No. 12-18, Authorizing a Local Agency Participating Agreement with the Washington State Department of Transportation for Jadwin Approach Slab Replacement
 - Pete Rogalsky, Public Works Director

Items for Approval

18. Appointment to the Parks and Recreation Commission: Laila Krowiak
 - Heather Kintzley, City Attorney

Expenditures - Approval

19. Expenditures from December 21, 2017 - January 5, 2018 for
\$7,664,092.50 including Check Nos. 253109-253509, Wire Nos. 6652-6668,
Payroll Check Nos. 128429-128950, and Payroll Wire/ACH Nos. 10236-10252
- Cathleen Koch, Administrative Services Director

Reports and Comments

1. City Manager read the January 23, 2018, Council workshop agenda.
2. City Council

Councilmember Kent highlighted two new women-owned business in Richland

Councilmember Alvarez thanked the citizens for attending the meeting and thanked staff for their presentations.

Adjournment

Councilmember Lemley adjourned the meeting at 8:02 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, January 23, 2018

City Council Workshop - 6:00 p.m.

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

Attendance: Mayor Thompson, Mayor Pro Tem Christensen, Councilmembers Lukson and Alvarez were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Administrative Services Director Koch, Public Works Director Rogalsky, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Parks and Public Facilities Director Schiessl, Redevelopment Project Manager Thomas, Energy Services Director Hammond and City Clerk Hopkins.

Agenda Items

1. Electric Utility Revenue Bond (30 Minutes)

Mr. Hammond introduced Susan Musselman, the City's financial advisor with PFM Financial Advisor LLC and Dan Porter, Utility Advisory Committee Chair who were members of the presentation team along with Administrative Services Director Koch.

Ms. Musselman discussed the Power Point presentation and explained the details of a proposed bond issuance for this new money for capital investments and also a refunding of the remaining indebtedness of the electric utility's 2007 bonds. As recommended, the refunding proposed would result in a net present value savings of just under \$1 million which equates to an average annual savings of approximately \$68,000.

Mr. Hammond said since 2014, the City of Richland Energy Services Department (RES), working with the City's Utility Advisory Committee (UAC), have kept current a ten year forward rate model to anticipate possible retail rate changes needed to operate the City's electric utility. In 2016, this model anticipated needing a 9% rate increase in July 2017 and over \$10 million in new bond proceeds sometime in 2017 in order to accomplish the critical capital investment needs of the utility.

Due to some favorable operating conditions in 2015 and 2016, that model was revised in early 2017 and allowed the July rate increase to be deferred to January 2018 at a

smaller increase of 6.5%. Similarly, the bond proceeds could be deferred until sometime in 2018 and be sized at around \$5.6 million in order to accomplish the RES capital investment plan through 2019. The UAC unanimously endorsed the proposed recommendation.

Councilmembers had a question and answer period with the presentation team.

2. Vehicle Based Food Vendor Ordinance (15 Minutes)

Mr. Jensen said several questions regarding the proposed ordinance amendments on Vehicle Based Food Vendors were voiced during the second reading of the proposed ordinance on December 5th, 2017. The City of Richland Business and Economic Development Division initiated a code amendment to address concerns voiced by the City's Economic Development Committee regarding allowance and clarity for the operation of Vehicle Based Food Vendors (Food Trucks). In preparation for this code amendment, staff reviewed Kennewick and Pasco's municipal code, and discussed recent code amendments with City of Kennewick staff. Staff solicited input from four food truck operators (with experiences in each city) and Marilou Shae; Marilou teaches Columbia Basin College's Food Truck Academy and is a member of the Washington Food Truck Association. In writing these amendments staff sought to reduce complexity while continuing to maintain safe and fair standards that would protect the public interest.

An oft-repeated question was whether these provisions are similar to the rest of the region, which staff can readily confirm that each provision is addressed similarly in the other cities that regulate this use. Richland's proposal is the least restrictive of the cities in our region, which was confirmed by the operators and representatives we spoke with. While each provision exists in other ordinances, staff utilized only the most prudent and necessary provisions that provided sufficient consumer and business owner safety.

Councilmembers had a question and answer period with Mr. Jensen and Mr. Thomas.

3. Compressed Natural Gas Fleet Fueling (20 Minutes)

Mr. Rogalsky said the purpose of this workshop item was to provide Council with a first touch explanation of an exploratory feasibility study being conducted by the Fleet Division of the Administrative Services Department and the Solid Waste Division of the Public Works Department. The consultant study, scoped to cost approximately \$35,000, will explore the costs and benefits of using compressed natural gas as a fuel for some of the City's heavy trucks. The study is being funded by the Solid Waste Utility because it will focus first on the Solid Waste collection fleet. The Solid Waste Collection fleet is the largest consumer of diesel fuel in the City's fleet. If the project proceeds additional fleet uses for compressed natural gas will be considered.

Compressed natural gas is a very efficient vehicle fuel, with costs per mile approximately fifty percent (50%) lower when compared to diesel. Many large solid waste and transit fleets utilize compressed natural gas for this reason, and because

emissions are environmentally cleaner than diesel fuel emissions. Development of compressed natural gas fueling requires significant capital expenses that make deployment for relatively small fleets uneconomical. Washington State has several funding programs that may assist the City with startup costs, thus making deployment advantageous.

The planned feasibility study will help determine the break-even point at which grant funded startup costs turn compressed natural gas into an economic winner for the City. It will also prepare a detailed deployment plan that will contribute to well-constructed grant applications when the opportunities arise.

Council had a question and answer period with Mr. Rogalsky and Ms. Koch.

4. Long-Range Fire Station Deployment Plan (30 minutes)

Mr. Huntington said the Fire and Emergency Services staff has built out a 25-30 year long range station deployment model for the City's future growth needs that will be presented in detail for Council's review. Captains Van Beek and Aust explained the process and considerations they used to develop the full station deployment model that will span over 25-30 years and add 9 fire stations. They gave details of the locations and response time needs of the growing population.

Council had a question and answer period with Fire Chief Huntington and Captains Van Beek and Aust.

5. Potential Co-Location Agreement with Mission Support Alliance, on Behalf of the Department of Energy, at the City of Richland Data Center (15 minutes)

Mr. Amundson said Mission Support Alliance, on behalf of the Department of Energy, has approached the City of Richland with a request to co-locate their servers in the City of Richland data center. He gave a detailed presentation and said this is an opportunity to discuss the impacts, advantages, and disadvantages of such an agreement. He explained what a co-location entails and current co-location agreements.

Council had a question and answer period with Mr. Amundson and expressed support for the agreement.

Adjournment

Ms. Reents said a member of the Richland Public Facilities District interview team requested to participate in the interviews by phone. Council concurred that they do not support that request. Council asked that the applicant information be forwarded to them. Mayor Pro Tem Christensen asked for status on the 2018 Council Assignments. Ms. Reents said the Council Assignment resolution will be on the February 6, 2018, agenda.

Mayor Thompson adjourned the meeting at 7:30 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Ordinances - First Reading

Key Element: Key 1 - Financial Stability & Operational Effectiveness, Key 5 - Natural Resources Management

Subject:

Ordinance No. 02-18, Amending Richland Municipal Code Section 19.20.010 related to Procedures for Processing Development Permits

Department:

Community & Development Services

Ordinance/Resolution Number:

02-18

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 02-18, amending Richland Municipal Code Section 19.20.010 regarding procedures for processing minor substantial development permits.

Summary:

In 2014, Richland City Council took action to approve an update to the City's Shoreline Master Program (SMP), codified as Title 26 of the Richland Municipal Code. Pursuant to the updated SMP, developments within the shoreline jurisdiction, generally within 200 feet of the ordinary high water marks of the Columbia and Yakima Rivers, require the issuance of a Shoreline Substantial Development Permit.

The updated Shoreline Master Program included a new category of shoreline permits called Minor Substantial Development Permits. These permits are geared toward small developments that would be reviewed administratively, and would not require a public hearing before the City's Hearing Examiner. When the Shoreline Master Program was approved, a corresponding change to Title 19 should have been brought forward to bring Title 19 and Title 26 into alignment.

Ordinance No. 02-18 will bring RMC 19.20.010 into alignment with the updated Shoreline Master Program. Staff recommends approval.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 02-18

ORDINANCE NO. 02-18

AN ORDINANCE of the City of Richland amending Section 19.20.010 of the Richland Municipal Code related to procedures for processing development permits.

WHEREAS, in 2014, the City updated the Richland Shoreline Master Program; and

WHEREAS, during the update process, the Richland Planning Commission considered proposed code changes to RMC Section 19.20.010 that were necessary to implement the updated Shoreline Master Program; and

WHEREAS, legislative action by ordinance is necessary to make the needed changes to Title 19 of the Richland Municipal Code.

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

Section 1. Richland Municipal Code 19.20.010, entitled Procedures for processing development permits, as enacted by Ordinance No. 12-96 and last amended by Ordinance No. 36-15, is hereby amended as follows:

19.20.010 Procedures for processing development permits.

For the purpose of project permit processing, all development permit applications shall be classified as one of the following: Type I, Type II, or Type III. Legislative decisions are Type IV actions, and are addressed in RMC 19.20.050. Exclusions from the requirements of project permit application processing are contained in RMC 19.20.070.

A. Type I permits include the following types of permit applications:

1. Minor revisions to planned unit developments;
2. Final approvals of planned unit developments;
3. Short plats;
4. Small binding site plans;
5. Minor revisions to preliminary plats;
6. Minor revisions to site plans;
7. Minor revisions to special use permits;
8. Minor revisions to shoreline substantial development permits;

9. Minor new substantial development permits that meet any of the following criteria:

a. Single-family residences not constructed by an owner, lessee, or contract purchaser for their own use;

b. Single-family non-exempt docks; and

c. New developments on a site of one (1) acre or less and with a cost of less than \$500,000.

~~9~~10. Accessory dwelling units;

~~40~~11. Extension of preliminary plat approvals.

B. Type II permits include the following types of permit applications:

1. Shoreline substantial development permits not classified as Type I permits or major revisions thereof;

2. Large binding site plans;

3. Site plan approvals or major revisions thereof;

4. Building height exceptions;

5. Design review – acceptance of alternative design standards;

6. Schools on small sites;

7. Joint use parking reductions;

8. Special sign permits;

9. Special use permits or major revisions thereof.

C. Type III permits include the following types of permit applications:

1. Preliminary plats or major revisions thereof;

2. Site-specific rezones;

3. Planned unit developments – preliminary approvals;

4. Development agreements;

5. Plat alterations or vacations.

D. Type IV permits include the following types of permit applications:

1. Zoning code text and zoning district amendments;
2. Adoption of development regulations and amendments;
3. Areawide rezones to implement new city policies;
4. Adoption of the comprehensive plan and any plan amendments; and
5. Annexations.

C. City Council. The city council may consider the planning commission's recommendation in a public hearing held in accordance with the requirements of Chapter 19.60 RMC.

D. Public Notice. Notice of the public hearing or public meeting shall be provided to the public as set forth in Chapter 19.40 RMC.

E. Implementation. The city council's decision shall become effective by passage of an ordinance.

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, Washington, at a regular meeting on the _____ day of _____, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 07-18, Amending Chapter 3.30 of the Richland Municipal Code related to Utility Billing and Collection

Department:
City Attorney

Ordinance/Resolution Number:
07-18

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 07-18, amending Chapter 3.30 of the Richland Municipal Code regarding Utility Billing and Collection.

Summary:

The City has need, from time to time, to update the Richland Municipal Code (RMC) to bring it into alignment with the development of current practices, or to eliminate conflicts and ambiguities.

Ordinance No. 07-18 has been drafted to remedy an issue identified in RMC 3.30.030 related to prorating of utility service fees, and to add RMC 3.30.050 to address utility overbilling and underbilling.

The proposed edits to RMC 3.30.030 clarifies that the electric utility service charge is billed as a daily rate, while proration of service charges is applicable to all other city utilities.

The proposed addition of RMC 3.30.050 establishes collection procedures for underbilling of utility services, particularly when the underbilling is a result of error by the City.

Staff recommends approval of Ordinance No. 07-18 for first reading, by title only.

Fiscal Impact:

The City does not budget for estimated overbilling or underbilling of utility services. Limiting collection actions in situations where the City has erred will not have a material effect on utility revenues.

Attachments:

- I. Ordinance No. 07-18

ORDINANCE NO. 07-18

AN ORDINANCE of the City of Richland amending Chapter 3.30 of the Richland Municipal Code regarding Utility Billing and Collection.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to bring local ordinances into alignment with developed practices, to eliminate conflicts and ambiguities, or to bring local laws into compliance with state laws; and

WHEREAS, Chapter 3.30 RMC addresses utility billing and collection; and

WHEREAS, revisions to Chapter 3.30 RMC are required to bring the City's code into alignment with current practices related to billing for City utilities.

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

Section 1. RMC Chapter 3.30, titled Utility Billing and Collection, as enacted by Ordinance No. 15-03 and last amended by Ordinance No. 12-07, shall be amended to read as follows:

Chapter 3.30 UTILITY BILLING AND COLLECTION

Sections:

3.30.010 New account fee.

3.30.020 Meter reading and billing frequency.

3.30.030 Billing for fractional month service.

3.30.040 Delinquency and utility collection charges.

3.30.050 Adjustments for overbilling, underbilling.

3.30.010 New account fee.

Each prospective customer desiring utility service shall be required to pay a new account fee of \$15.00 when service is supplied. A new account fee shall be required for each new service location for which utility service is requested.

3.30.020 Meter reading and billing frequency.

Meter reading and billing will be done as follows:

A. All meters will be read and the customer billed on a monthly basis. Meters will be read each month on as nearly the same day as possible.

B. When the meter reader does not obtain the read on the scheduled reading day, the meter reading will be estimated and billings may be rendered on the basis of these

estimated readings. Adjustments to correct for errors in estimating will be made on a subsequent billing.

C. When a meter fails to register properly, the charge will be calculated on the average consumption on a seasonal basis.

3.30.030 Billing for fractional month service.

A. Except for the electric utility, All monthly base rates will be prorated based on the number of days service is provided divided by 30 days. The electric utility bills a daily service charge based on the number of days of service provided in a billing period. Consumption will be billed in addition to the daily or prorated base rates.

B. Demand charges will be computed on monthly demand meter readings. If service has been for a fractional month, the demand charge will apply for a full month.

3.30.040 Delinquency and utility collection charges.

Bills are due and payable upon receipt, and are delinquent after 20 days from the billing date. Failure to receive a bill does not release the customer from payment of the obligation. Whenever a utility customer is contacted as the result of failure to make application for service or for nonpayment, a collection charge of \$10.00 will be charged. Interest may accrue on delinquent accounts at 12 percent per year. If the utility dispatches personnel to a customer's service location because of failure to make application for service or for nonpayment prior to dispatch then a collection charge of \$50.00 will apply. Services will be disconnected until the customer makes satisfactory application for service, full payment including collection charges has been made or a payment arrangement agreement has been properly signed. Discontinuance of service does not release the customer from their obligation to pay charges for service provided. Upon execution of a utility application for service, payment arrangement or satisfactory payment, service will be restored before 5:00 p.m. Monday through Friday (except for holidays) without an additional service fee. Services restored after 5:00 p.m. Monday through Friday or holidays will also incur a \$75.00 after-hours service fee. Active renter accounts that become 120 days past due will be terminated and turned over to collections. If a renter vacates the property and fails to request services be terminated, the service charges and associated fees or penalties remain the renter's responsibility up to the point in time the account and/or services are terminated. At the time the renter account is closed due to the 120-day past-due status, the owner will be responsible for subsequent services or charges at that service location. Delinquent owner accounts are subject to a service lien in accordance with Chapter 3.28 RMC. The finance manager, or his or her designee, may use the services of a collection agency to collect delinquent service charges in the manner and extent provided in RCW 19.16.500 as currently enacted or hereinafter amended. The collection agency fee shall be added to the amount of delinquent service charge. The finance manager, or his or her designee, is authorized to waive the late penalty charge, disconnection, and/or reconnection charges under the following circumstances:

- A. Where a utility customer has made payment arrangements with the city for deferral of the payment of the bill;
- B. Where a utility customer has not been delinquent in the previous 12 months; or
- C. If an emergency arises where the water service needs to be disconnected.

3.30.050 Adjustments for overbilling, underbilling.

A. The city shall collect all amounts identifiable as due and owing for utility services. The city reserves the right to collect such charges on the basis of joint and several liability from the owner of premises served, the occupant of the premises, or from any person otherwise determined to be legally responsible for the charges, as may be most convenient to the city.

B. Underbilling or underpayment because of customer errors or other reasons not the result of city error will be collected in full.

C. Underbilling or underpayment because of city error may be adjusted, considering the following criteria:

1. In general, the public is presumed to know that a reasonable charge for utility services rendered must be paid. Where it appears a customer or other person from whom payment is sought did not have actual or constructive knowledge of the error, charges accruing prior to January 1st of the current billing year from the discovery of the error may be waived in whole or in part.
2. Underbillings based on city error that was caused by customer error, or where it appears a customer had actual or constructive knowledge of the error, shall be collected in full.

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, Washington, at a regular meeting on the _____ day of _____, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 08-18, Providing for the Sale of 2018 Electric Revenue and Refunding Bonds

Department:

Administrative Services

Ordinance/Resolution Number:

08-18

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 08-18, providing for the sale of 2018 electric revenue and refunding bonds.

Summary:

Over the course of 2017, the Utility Advisory Committee (UAC) has had detailed discussions with Electric Utility staff regarding financial policy and current financial position as well as the utility's budget, capital program and funding, including anticipated bond issuance as outlined in the approved 2018-2023 Capital Improvement Plan (CIP). As a result, it has been determined that revenue bonds planned for issuance in 2018 should be issued in the first quarter of 2018.

Approximately \$5.7 million in bond proceeds are needed to support the capital plan for 2018 to early 2020, in addition to rate financing and developer contributions. Bonds would be issued for a term not longer than 30 years to mirror the expected life of the electric infrastructure being financed, taking into account the market conditions and investor appetite for terms. At current rates, the par value of the bonds, selling at a premium, would be approximately \$5 million.

In addition to the new money bonds, depending on the movement of interest rates in the bond markets, there may be an opportunity to realize some savings by refunding the utility's \$17.175 million in outstanding 2007 Revenue and Refunding bonds.

Ordinance No. 08-18 enables Council to appoint the Administrative Services Director as the City's designated representative to approve the final terms of the sale and issuance of the bonds within designated parameters approved by Council. This allows the pricing of the bonds to be timed to best meet market conditions. The parameters are outlined in Exhibit A and B of Ordinance No. 08-18.

Staff recommends approval of Ordinance No. 08-18 for first reading. Second reading and passage is currently scheduled for the Council meeting on February 20, 2018.

Fiscal Impact:

Yes

First reading will establish the intent to issue the refunding and revenue bonds. The actual amount of the bonds is anticipated to be no more than \$25 million. The annual principal and interest payments on the proposed bonds will be funded from operating revenues of the Electric Utility fund.

Attachments:

I. Ordinance No. 08-18

CITY OF RICHLAND

ORDINANCE NO. 08-18

AN ORDINANCE relating to the electric utility of the City; specifying, adopting and ordering the carrying out of a system or plan of additions and betterments to and extensions of the electric utility; providing for the issuance of one or more series of electric revenue bonds in the aggregate principal amount of not to exceed \$25,000,000 to provide funds: (1) to pay all or a portion of the cost of certain capital improvements included in the plan of additions; (2) to refund the City's outstanding Electric Revenue Capital Improvement and Refunding Bonds, 2007; (3) to make a deposit to satisfy the reserve requirement for the bonds (if necessary), and (4) to pay the costs of issuance and sale of such bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Bond Sale Terms of the sale of the bonds; and providing for other related matters.

Passed: _____, 2018

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Exhibit A – Parameters for Bond Sale Terms

Exhibit B – Parity Bond Test

Exhibit C – Plan of Additions; Description of the Projects

Exhibit D – Form of Continuing Disclosure Agreement

ORDINANCE NO. 08-18

AN ORDINANCE relating to the electric utility of the City; specifying, adopting and ordering the carrying out of a system or plan of additions and betterments to and extensions of the electric utility; providing for the issuance of one or more series of electric revenue bonds in the aggregate principal amount of not to exceed \$25,000,000 to provide funds: (1) to pay all or a portion of the cost of certain capital improvements included in the plan of additions; (2) to refund the City's outstanding Electric Revenue Capital Improvement and Refunding Bonds, 2007; (3) to make a deposit to satisfy the reserve requirement for the bonds (if necessary), and (4) to pay the costs of issuance and sale of such bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Bond Sale Terms of the sale of the bonds; and providing for other related matters.

BE IT ORDAINED by the City Of Richland as follows:

ARTICLE 1 DEFINITIONS

Section 1.01 Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

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

(b) “*2009 Bonds*” means the Electric Revenue Bonds, 2009 (Taxable Tax Credit Subsidy Bonds - Direct Payment), in the original aggregate principal amount of \$11,200,000, authorized to be issued by Ordinance No. 30-09.

(c) “*2013A Bonds*” means the Electric Revenue Refunding Bonds, 2013A (Taxable), in the original aggregate principal amount of \$925,000, authorized to be issued by Ordinance No. 06-13.

(d) “*2013B Bonds*” means the Electric Revenue Improvement and Refunding Bonds, 2013B, in the original aggregate principal amount of \$19,455,000, authorized to be issued by Ordinance No. 06-13.

(e) “*2015 Bonds*” means the Electric Utility Revenue Bonds, 2015, in the original aggregate principal amount of \$19,435,000, authorized to be issued by Ordinance No. 49-15.

(f) “*Acquired Obligations*” means those Government Obligations, as specified in the Refunding Trust Agreement, purchased to accomplish the refunding of the Refunded Bonds as authorized by this ordinance.

(g) “*Adjusted Net Revenue*” means Net Revenue, plus withdrawals from the Rate Stabilization Account and less deposits into the Rate Stabilization Account.

(h) “*Annual Debt Service*” means, for any one or more series of Parity Bonds, the total of principal and interest payable during a Fiscal Year (excluding the principal maturity of Term Bonds but including any mandatory redemption due in that year), less all capitalized interest payable that year from such bonds. Annual Debt Service for each Fiscal Year shall be reduced by subtracting the amount scheduled to be received by the City as a Tax Credit Subsidy Bond Payment in each such Fiscal Year in respect of any Parity Bonds issued as Tax Credit Subsidy Bonds.

(i) “*Authorized Denomination*” means, unless otherwise specified in the Bond Purchase Agreement or a related agreement, \$5,000 or any integral multiple thereof within a Series and maturity.

(j) “*Average Annual Debt Service*” means, in reference to any one or more series of Parity Bonds, the sum of the Annual Debt Service due in each year, divided by the number of years that such bonds are scheduled to remain Outstanding.

(k) “*Beneficial Owner*” means, with respect to any Parity Bond at any time Outstanding, the owner of any beneficial interest in that Parity Bond.

(l) “*Bond Counsel*” means the firm of Stradling Yocca Carlson & Rauth, a Professional Corporation, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

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

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

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

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

(q) “*Bond Registrar*” means the Fiscal Agent, or any alternate bond registrar selected by the City’s Finance Director to maintain the Bond Register and carry out the other duties of the Bond Registrar set forth in this ordinance.

(r) “*Bond Sale Terms*” means the terms and conditions for the sale of a Series of Bonds including, but not limited to the amount, date or dates, denominations, interest

rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds. The parameters for certain Bond Sale Terms are set forth in **Exhibit A**.

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

(t) “*Book-Entry Form*” means a fully registered form in which physical bond certificates are registered only in the name of the Securities Depository (or its nominee), as Registered Owner, with the physical bond certificates held by and “immobilized” in the custody of the Securities Depository or its designee, where the system for recording and identifying the transfer of the ownership interests of the Beneficial Owners in those Bonds is neither maintained by nor the responsibility of the City or the Bond Registrar.

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

(v) “*City Contribution*” means legally available money of the City, in addition to proceeds of the Bonds, that is to be used to carry out the Refunding Plan, as determined by the Designated Representative.

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

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

(y) “*Common Reserve Bonds*” means, collectively, those Parity Bonds that are designated by the City as common reserve bonds, the payment of which is secured by amounts on deposit in the Common Reserve Subaccounts, without distinction, priority or preference among the amounts drawn from any particular Common Reserve Subaccount. The Bonds authorized by this ordinance are designated as Common Reserve Bonds. The Outstanding 2009 Bonds, 2013A Bonds, 2013B Bonds, and 2015 Bonds are also designated as Common Reserve Bonds.

(z) “*Common Reserve Subaccount*” means a Reserve Subaccount that is established in connection with a series of Common Reserve Bonds. The Common Reserve Subaccounts, collectively, constitute a pooled reserve ratably securing all Common Reserve Bonds.

(aa) “*Continuing Disclosure Agreement*” means the written undertaking to provide continuing disclosure entered into pursuant to Section 8.02 of this ordinance, in substantially the form set forth in **Exhibit D**.

(bb) “*Contract Resource Obligation*” means an obligation of the City to make payments to another person or entity for electric energy supply, transmission or other commodity or service relating to the Electric Utility, which obligation is designated as a Contract Resource Obligation for purposes of 7.04 of this ordinance.

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

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

(ee) “*Designated Representative*” means the officer of the City appointed in Section 3.02 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(ff) “*Electric Fund*” means that special fund created by Ordinance No. 53-17 of the City (RMC § 3.24.240) for the deposit of all revenues collected by the City from sale of electric energy or for services rendered by the Electric Utility, and for the payment of the costs and expenses to purchase electric energy, for salaries, materials, supplies, equipment, and repairs relating to sale of electric energy.

(gg) “*Electric Utility*” means the municipal electric system of the City as the same may from time to time be added to, bettered, improved and extended.

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

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

(jj) “*Fiscal Year*” means a year beginning January 1 and ending December 31, or such twelve-month period as may be selected by the City as its fiscal year.

(kk) “*Future Parity Bonds*” means, for purposes of this ordinance, any and all revenue bonds of the City issued after the Issue Date of the Bonds, the payment of the principal of and interest on which constitutes a lien and charge upon the Net Revenue of the Electric Utility on a parity with the lien and charge of the Outstanding Parity Bonds and the Bonds.

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

(mm) “*Gross Revenue of the Electric Utility*” or “*Gross Revenue*” means all of the earnings and revenues of any kind or nature received by the City from the operation and maintenance of the Electric Utility. Gross Revenue excludes: (1) revenues from assessments collected in any local improvement district or utility local improvement district; (2) amounts collected in respect of City-imposed utility taxes; (3) proceeds of grants from the federal, state or local governments; (4) gifts to the Electric Utility for capital purposes; (5) proceeds from the sale of City or Electric Utility property; (6) proceeds of City or Electric Utility obligations; (7) earnings or proceeds from any investments in any trust, defeasance or escrow fund created to defease or refund Electric Utility obligations until commingled with other earnings and revenues of the Electric Utility; and (8) Tax Credit Subsidy Payments.

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

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

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

(qq) “*Maximum Annual Debt Service*” means, with respect to any one or more series of Parity Bonds, the maximum amount of Annual Debt Service which shall become due in any Fiscal Year.

(rr) “*Net Revenue of the Electric Utility*” or “*Net Revenue*” means Gross Revenue of the Electric Utility less Operation and Maintenance Expenses.

(ss) “*Official Statement*” means an offering document or other disclosure document required to be provided to purchasers and potential purchasers in connection with the initial offering of the Bonds in conformance with Rule 15c2-12 or other applicable regulation of the SEC.

(tt) “*Operation and Maintenance Expenses*” means all reasonable expenses incurred by the City in causing the Electric Utility to be operated and maintained in good repair, working order and condition and properly treated as maintenance and operation expenses under generally accepted accounting principles applicable to similar municipal utilities, including: payments due under Contract Resource Obligations (to the extent that the requirements in Section 7.04 are met); all payments made to another person or agency for acquisition of electric energy; any deposits, premiums, assessments or other payments for insurance, if any, on the Electric Utility; amounts paid in respect of Electric Utility employee pensions and post-employment benefits (if any); and overhead and administration expenses allocated to the Electric Utility. Operation and Maintenance Expenses excludes: non-cash accounting items (e.g., depreciation, amounts treated as expenses under accounting guidelines with respect to unfunded contributions to pension or other post-employment benefit plans, non-exchange financial guarantees, environmental liabilities, and similar items); payments on contracts for the acquisition of electric energy or capability under which no energy has been furnished to the City (other than payments under Contract Resource Obligations); and any amounts paid in respect of City imposed utility taxes or payments in lieu of taxes.

(uu) “*Outstanding*” when used with reference to any bonds or other obligations means, as of any particular date, the aggregate of all such bonds or other obligations properly authenticated and delivered, except for: (1) those cancelled at or prior to such date or delivered to or held by the Fiscal Agent at or prior to such date for cancellation; (2) those legally defeased or deemed paid in accordance with this ordinance (or a comparable section of another ordinance authorizing the refunding or defeasance of other bonds or obligations); (3) those in lieu of or in exchange or substitution for which other bonds or obligations shall have been authenticated and delivered pursuant to their authorizing ordinances, unless such other bonds or obligations are held by a bona fide holder in due course; and (4) those which have matured or have been duly called for redemption and have not been presented for payment, and the City has sufficient money on hand to pay and redeem the same on such maturity or call dates.

(vv) *“Outstanding Parity Bonds”* means the 2009 Bonds, the 2013A Bonds, the 2013B Bonds and the 2015 Bonds, and any other Parity Bonds that are Outstanding as of the Issue Date.

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

(xx) *“Parity Bond Test”* means (a) with reference to the issuance of Future Parity Bonds, the conditions for issuing Future Parity Bonds set forth in **Exhibit B** to this Ordinance, which is incorporated herein by this reference; and (b) with reference to the designation of the Bonds as Parity Bonds, those conditions for the issuance of “future parity bonds” as defined and set forth in the ordinances authorizing the Outstanding Parity Bonds.

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

(zz) *“Permitted Investments”* means any investment that is a legal investment for the money of the City at the time of such investment.

(aaa) *“Plan of Additions”* means the system or plan of additions and betterments to and extensions of the Electric Utility specified, adopted and ordered to be carried out by Section 2.02 of this ordinance.

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

(ccc) *“Purchaser”* means the corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a direct placement, underwriter in a negotiated sale or awarded as the successful bidder in a competitive sale of a Series of the Bonds.

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

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

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

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

(hhh) *“Redemption Date”* means the date for redemption set forth in the Refunding Trust Agreement, which date shall be the earliest date, following the required notice period, on which the Refunded Bonds may be called for optional redemption at a price of 100% of the stated principal amount to be redeemed.

(iii) *“Refunded Bond Ordinance”* means Ordinance No. 35-06 of the City.

(jjj) “*Refunded Bonds*” means the presently outstanding \$17,175,000 aggregate principal amount of 2007 Bonds maturing on November 1 in the years and amounts as follows:

Maturity Year	Principal Amount	Interest Rate
2018	\$ 2,130,000	5.00%
2019	1,350,000	5.00
2020	1,415,000	5.00
2021	1,810,000	5.00
2022	1,900,000	5.00
2025*	800,000	4.40
2036*	7,770,000	4.25

*Term Bond maturity.

(kkk) “*Refunding Plan*” means (as further detailed in the Refunding Trust Agreement):

(1) On the Issue Date, the deposit with the Refunding Trustee of proceeds of the sale of the Bonds allocated to the Refunding Plan in an amount, together with the City Contribution (if any), sufficient to acquire the Acquired Obligations (if any) and establish a beginning cash balance;

(2) The periodic receipt by the Refunding Trustee of the maturing principal of and interest on the Acquired Obligations (if any);

(3) On the Redemption Date, the application of such amounts (together with any other cash held by it) to the call, payment and redemption of the Refunded Bonds at a price equal to the principal amount to be redeemed, plus accrued interest to that date; and

(4) The application of funds deposited with the Refunding Trustee for such purpose to the payment of all or a portion of the costs of issuing the Bonds and the costs of carrying out the foregoing elements of the Refunding Plan (if payment of such costs is specified in the Refunding Trust Agreement).

(lll) “*Refunding Trust Agreement*” means a refunding trust agreement between the City and the Refunding Trustee, providing for the carrying out of the Refunding Plan.

(mmm) “*Refunding Trustee*” means the trustee, or any successor or alternate trustee, designated by the Designated Representative to serve as refunding trustee to carry out the Refunding Plan.

(nnn) “*Registered Owner*” means, with respect to a Bond or any Parity Bond at any time Outstanding, the person in whose name that Bond or Parity Bond is registered on the Bond Register. For so long as the Bonds are in Book-Entry Form, Registered Owner shall mean the Securities Depository.

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

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

(qqq) “*Reserve Insurer*” means any provider of a Reserve Security acquired in connection with one or more Series of the Bonds or Future Parity Bonds.

(rrr) “*Reserve Requirement*” means:

(1) With respect to the Common Reserve Bonds collectively, as of any date of calculation, the lesser of (i) Maximum Annual Debt Service on all Common Reserve Bonds then Outstanding, or (ii) 125% of Average Annual Debt Service on all Common Reserve Bonds then Outstanding, but at no time shall the Reserve Requirement exceed the Tax Maximum;

(2) With respect to any Future Parity Bonds that are not Common Reserve Bonds, the amount established in the ordinance authorizing their issuance (which may be equal to zero), provided that the Reserve Requirement may not exceed the Tax Maximum; and

(3) With respect to the Bonds, the incremental additional amount necessary to fund the amount specified in subsection (1) of this definition for the Bonds and all other Outstanding Common Reserve Bonds, taking into account the amounts on deposit in the Common Reserve Subaccounts as of the Issue Date.

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

(ttt) “*Reserve Subaccount*” means a subaccount created within the Reserve Account to secure payment of debt service on a series of Parity Bonds. Each Reserve Subaccount shall include in its name a reference to the series of Parity Bonds with respect to which it was created.

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

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

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

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

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

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

(aaaa) “*Tax Credit Subsidy Bond*” means any bond that is designated by the City as a Tax Credit Subsidy Bond, pursuant to Section 54AA of the Code or any substantially similar taxable tax credit bond program, and which is further designated by the City as a “qualified bond” with respect to which the City is eligible to receive a tax credit payable by the United States Treasury to the City under Section 6431 or a substantially similar provision of the Code.

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

(cccc) “*Tax Maximum*” means the maximum dollar amount permitted by the Code to be allocated to a debt service reserve account from bond proceeds of Tax-Exempt Bonds or Tax Credit Subsidy Bonds without requiring a balance to be invested at a restricted yield.

(dddd) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement, and those Parity Bonds designated as such in the ordinances or bond purchase agreements authorizing their issuance or sale and which are subject to mandatory redemption prior to maturity or for which either mandatory sinking fund payments or mandatory prior redemption requirements are provided.

(eeee) “*Undertaking*” means a Continuing Disclosure Agreement.

ARTICLE 2

FINDINGS AND DETERMINATIONS; PLAN OF ADDITIONS

Section 2.01 Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Electric Utility; Previously Issued Parity Bonds*. The City now owns and operates the Electric Utility. Pursuant to Ordinance No. 17-85, the City issued and sold its Electric Revenue Refunding Bonds, 1985 (the “1985 Bonds”) all of which have been paid and retired. In Ordinance No. 17-85, the City reserved the right to issue additional electric revenue bonds having a lien and charge on the Net Revenue of the Electric Utility on a parity with the lien and charge upon such Net Revenue of the 1985 Bonds for the payment of principal thereof and interest thereon, if that certain Parity Bond Test (established in Ordinance No. 17-85 and as subsequently set forth in ordinances authorizing the issuance of additional Parity Bonds) is satisfied.

(b) *Plan of Additions*. The City is in need of funds with which to finance the Plan of Additions, the estimated aggregate cost of which is more than \$25.2 million, and the City does not have available sufficient funds to pay the costs. The life of the improvements comprising the Plan of Additions is declared to be at least 30 years.

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

(d) *Refunding.* Chapter 39.53 RCW and other laws of the State authorize the City to adopt and carry out a Refunding Plan. Pursuant to Ordinance No. 35-06, the City previously issued the 2007 Bonds for the purpose of carrying out a plan of additions and betterments to and extensions of the Electric Utility and to advance refund certain of the City's then-Outstanding Electric Utility revenue bonds. In Ordinance No. 35-06, the City reserved the right to redeem the 2007 Bonds prior to their stated maturity at any time on or after May 1, 2017. In order to realize a debt service savings to the City and its ratepayers, the City Council wishes to refund the 2007 Bonds (the "Refunded Bonds").

(e) *Satisfaction of Parity Bond Test.* As a condition of the issuance of the Bonds authorized herein, the City Council directs the Designated Representative to determine that all conditions set forth in the Parity Bond Test (as those conditions are set forth in the ordinances authorizing the Outstanding Parity Bonds) have been met and satisfied before the Bonds may be issued and delivered to the Purchaser.

(f) *Issuance of Bonds.* Based on the foregoing, the City Council finds that it is in the best interest of the City to issue and sell the Bonds in one or more Series to the Purchaser, pursuant to the terms set forth in the Bond Purchase Contract as approved by the City's Designated Representative consistent with this ordinance.

Section 2.02 Adoption of Plan of Additions. The City specifies, adopts and orders the carrying out of the projects described in **Exhibit C** as a system or plan of additions and betterments to and extensions of the Electric Utility. The Plan of Additions shall be carried out in accordance with the plans and specifications therefor prepared by the City's engineers and consulting engineers. The City Council may modify the details of the Plan of Additions where, in its judgment it appears advisable if such modifications do not substantially alter the purpose of that system or plan. The cost of the Plan of Additions, including the cost of issuance and sale of the Bonds, shall be paid from the proceeds of the Bonds and from other money available to the Electric Utility.

ARTICLE 3 AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.01 Purpose and Authorization of Bonds. For the purpose of providing funds with which (a) to pay a portion of the cost of the Plan of Additions; (b) to carry out the Refunding Plan; (c) to satisfy the Reserve Requirement (if necessary); and (d) to pay

the costs of issuance of the Bonds, the City shall issue and sell its electric revenue bonds in one or more Series in an aggregate principal amount not to exceed \$25,000,000.

Section 3.02 Designated Representative; Description of the Bonds. The Administrative Services Director is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Bond Sale Terms for the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in **Exhibit A**, which is attached to this ordinance and incorporated by this reference.

Section 3.03 Parity Certificate. At the time of issuance of the Bonds, the Designated Representative shall cause to be executed and have on file a certificate of coverage as required under the Parity Bond Test.

Section 3.04 Form and Execution of Bonds.

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

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

Section 3.05 Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds; Bond Registrar.* The Bonds shall be issued only in registered form as to both principal and interest and shall be recorded on the Bond Register. The Fiscal Agent is appointed to act as Bond Registrar for each Series of the Bonds, unless otherwise determined by the Designated Representative.

(b) *Transfer and Exchange of Bonds.* The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be

open to inspection by the City at all times. The Bond Register shall contain the name and mailing address of the Registered Owner of each Bond and the principal amount and number of each of the Bonds held by each Registered Owner.

The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the Registration Ordinance.

The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same interest rate, Series and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(c) *Securities Depository; Book-Entry Form.* Unless otherwise determined by the Designated Representative, the Bonds initially shall be issued in Book-Entry Form and held in Book-Entry Form. The Bonds so registered shall be held fully immobilized in Book-Entry Form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of a Bond initially held in Book-Entry Form, or any portion thereof, may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City or such substitute Securities Depository's successor; or (iii) to any person if the Bond is no longer held in Book-Entry Form. Upon the resignation of the Securities Depository from its functions as depository, or upon a determination by the Director of Finance to discontinue utilizing the then-current Securities Depository, the Director of Finance may appoint a substitute Securities Depository. If the Securities Depository resigns from its functions as depository and no substitute Securities Depository can be obtained, or if the Director of Finance determines not to utilize a Securities Depository, then the Bonds shall no longer be held in Book-Entry Form and ownership may be transferred only as provided herein. Nothing herein shall prevent the Bond Sale Terms from providing that a Series of the Bonds shall be issued in certificated form without utilizing a Securities Depository, and that the Bonds of such Series shall be registered as of their Issue Date in the names of the Owners thereof, in which case ownership may be transferred only as provided herein. Neither the City nor the Bond Registrar shall have any responsibility or obligation to participants of the Securities Depository or the persons for whom they act as nominees with respect to the Bonds regarding the accuracy of any records maintained by the Securities Depository or its participants of any amount in respect of principal of or interest on the Bonds, or any notice which is permitted or required to be given to Registered

Owners hereunder (except such notice as is required to be given by the Bond Registrar to the Securities Depository).

(d) *Lost or Stolen Bonds.* In case any Bond shall be lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new bond or bonds of like amount, date, tenor, and effect to the Registered Owner(s) thereof upon the Registered Owner(s)' paying the expenses and charges of the City in connection therewith and upon filing with the Bond Registrar evidence satisfactory to the Bond Registrar that such bond or bonds were actually lost, stolen or destroyed and of Registered Ownership thereof, and upon furnishing the City with indemnity satisfactory to both.

ARTICLE 4.

PAYMENT OF BONDS; REDEMPTION PROVISIONS

Section 4.01 Payment of Bonds; Failure to Pay.

(a) *Payment.* Principal of and interest on each Bond shall be payable in lawful money of the United States of America on the dates and in the amounts provided in the Bond Purchase Agreement. Principal of and interest on each Bond shall be payable solely out of the Bond Fund. The Bonds shall not be general obligations of the City. No Bonds of any Series shall be subject to acceleration under any circumstances.

(b) *Bonds Held In Book-Entry Form.* Principal of and interest on each Bond held in Book-Entry Form is payable in the manner set forth in the Letter of Representations.

(c) *Bonds Not Held In Book-Entry Form.* Interest on each Bond not held in Book-Entry Form is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not held in Book-Entry Form is payable upon presentation and surrender (unless waived by the City) of the Bond by the Registered Owner to the Bond Registrar.

(d) *Failure To Pay Bonds.* If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay, solely from the sources pledged herein, interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 4.02 Redemption and Purchase of Bonds.

(a) *Optional Redemption.* Any of the Bonds may be subject to redemption prior to their stated maturity dates at the option of the City at the times and on the terms set forth in the Bond Purchase Agreement.

(b) *Mandatory Redemption.* Any of the Bonds may be designated as Term Bonds, subject to mandatory redemption on the dates and in the amounts as set forth in the Bond Purchase Agreement. If not redeemed or purchased at the City's option prior to maturity, Term Bonds (if any) must be redeemed, at a price equal to one hundred percent of the principal amount to be redeemed, plus accrued interest, on the dates and in the years and amounts set forth in the Bond Purchase Agreement. If the City optionally redeems or purchases a Term Bond prior to maturity, the principal amount of that Term Bond that is so redeemed or purchased (irrespective of its redemption or purchase price) shall be credited against the remaining mandatory redemption requirements for that Term Bond in the manner as directed by the Finance Director. In the absence of direction by the Finance Director, credit shall be allocated to the remaining mandatory redemption requirements for that Term Bond on a *pro rata* basis.

(c) *Extraordinary Redemption.* Any of the Bonds may be subject to extraordinary optional or extraordinary mandatory redemption prior to maturity upon the occurrence of an extraordinary event at the prices, in the principal amounts, and on the dates, all as set forth in the Bond Purchase Agreement.

(d) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds available for purchase at any time at any price acceptable to the City plus accrued interest to the date of purchase.

(e) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the Finance Director shall select the Series and maturity or maturities to be redeemed. If less than all of the principal amount of a maturity of the selected Series is to be redeemed, if such Series is held in Book-Entry Form, the portion of such maturity to be redeemed shall be selected for redemption by the Securities Depository in accordance with the Letter of Representations, and if the Series is not then held in Book-Entry Form, the portion of such maturity to be redeemed shall be selected by the Bond Registrar using such method of random selection as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any applicable Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, seniority, maturity, and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

Section 4.03 Notice of Redemption; Rescission of Notice.

(a) *Notice of Redemption.* Unless otherwise set forth in the Bond Purchase Agreement, the City must cause notice of any intended redemption of Bonds to be given not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner of any Bond to be redeemed at the address appearing on the Bond Register on the Record Date, and the requirements of this sentence shall be deemed to have been fulfilled when notice has been mailed as so provided, whether or not it is actually received by the Owner of any Bond. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Continuing Disclosure Agreement), to each Rating Agency,

and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond. Notwithstanding the foregoing, notice of redemption of any Bond held in Book-Entry Form shall be given in accordance with the Letter of Representations.

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

(c) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

ARTICLE 5 SECURITY FOR THE BONDS

Section 5.01 Security for the Bonds. The Bonds shall be designated as Parity Bonds and shall be a special limited obligation of the City payable from and secured solely by the Net Revenue of the Electric Utility and by money in the Principal and Interest Account of the Bond Fund. The Bonds are additionally designated as Common Reserve Bonds, and are further secured by money in the Common Reserve Subaccounts. The Net Revenue is pledged to make the payments into the Bond Fund and the Reserve Account, if any, required by Section 5.02, which pledge shall constitute a lien and charge upon such Net Revenue prior and superior to all other charges whatsoever. Each Series of the Bonds designated as Parity Bonds shall be issued on parity with the Outstanding Parity Bonds and all Future Parity Bonds, without regard to date of issuance or authorization and without preference or priority of right or lien. The Bonds shall not constitute general obligations of the City, the State or any political subdivision of the State or a charge upon any general fund or upon any money or other property of the City, the State or any political subdivision of the State not specifically pledged by this ordinance.

Section 5.02 Priority Expenditure of Gross Revenue; Flow of Funds. The City covenants and agrees with the owner of each Bond that it will deposit all Gross Revenue of the Electric Utility into the Electric Fund as collected, and will use, pay out and distribute the Gross Revenue of the Electric Utility in the following order of priority:

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

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

(d) For any of the following purposes, without priority: to meet the debt service requirements with respect to any Subordinate Bonds; to redeem and retire any then Outstanding electric revenue bonds or to purchase any or all of those bonds and obligations in the open market as provided in the ordinance authorizing their issuance; to make necessary betterments and replacements of or repairs, additions or extensions to the Electric Utility; to make deposit into the Rate Stabilization Account; or for any other lawful Electric Utility purpose.

Section 5.03 The Bond Fund.

(a) *Bond Fund Established.* The Bond Fund was created by the City pursuant to Ordinance No. 17-85 for the purpose of paying and securing the payment of principal of and interest on the Parity Bonds as the same becomes due and payable. The Bond Fund is divided into two subaccounts, the Principal and Interest Account and the Reserve Account. The Finance Director may create sinking fund subaccounts or other accounts or subaccounts in the Bond Fund for paying or securing the payment of Parity Bonds, as long as the maintenance of such subaccounts does not conflict with the rights of the owners of any Parity Bonds then Outstanding.

(b) *Principal and Interest Account.* The Parity Bonds, including the Bonds, are payable (including principal, mandatory redemption requirements, redemption premium, if any, and interest) out of the Principal and Interest Account.

(c) *The Reserve Account.* The Reserve Account has been previously created for the purpose of securing the payment of the principal of and interest on all Parity Bonds. Except for withdrawals authorized in this section, the money held in those subaccounts within the Reserve Account that is necessary to satisfy the respective Reserve Requirements for each series of Parity Bonds shall otherwise be held intact. Any deficiency created by reason of such a withdrawal shall be made up from the Net Revenue first available after making necessary provision for the required payments into the Principal and Interest Account. However, to the extent required under the applicable Reserve Security policy, the Reserve Insurer with respect to a Reserve Security that has been drawn upon shall be reimbursed first, before available cash is used to restore the remaining balance of the respective Reserve Requirements. Amounts on deposit in the Reserve Account (or any subaccount therein) that are determined to be in excess of the Reserve Requirement shall be deposited in the Principal and Interest Account or into a Rebate Account, to the extent required under the Code. The City reserves the right to substitute one or more Reserve Securities for money previously deposited in the Common Reserve Subaccount and to withdraw such excess as described in the preceding sentence.

(d) *Reserve Subaccounts.* The City has previously created subaccounts in the Reserve Account in respect of the 2009 Bonds, the 2013A Bonds, the 2013B Bonds and the 2015 Bonds. Each of these subaccounts is hereby designated as a Common Reserve

Subaccount. The Reserve Requirement and the Reserve Subaccount for the Bonds are provided for in subsection (e), below.

In the ordinance authorizing the issuance of any series of Future Parity Bonds, the City shall (1) determine whether such series is to be designated as a series of Common Reserve Bonds or is to be secured by a standalone Reserve Subaccount or no reserve subaccount, ***provided that, until the redemption or defeasance of the 2009 Bonds, the 2013A Bonds, the 2013B Bonds and the 2015 Bonds, each such Reserve Subaccount shall be designated as a Common Reserve Subaccount and, thereafter, such Reserve Subaccount may either (i) remain a Common Reserve Subaccount, or (ii) become a standalone reserve for which the applicable Reserve Requirement may then be recalculated, reduced or eliminated, as set forth in the authorizing ordinance;*** (2) establish the Reserve Requirement (if any) for that series of Future Parity Bonds, and (3) covenant to maintain such subaccounts within the Reserve Account as may be necessary to satisfy that future Reserve Requirement.

The Common Reserve Subaccounts shall ratably secure the Common Reserve Bonds. If the money in the Principal and Interest Account is insufficient to meet required payments of either interest on or principal of any Common Reserve Bonds, such deficiency shall be made up by the withdrawal of money (or proceeds of Reserve Securities, if available) from the Common Reserve Subaccounts. Any withdrawals from the Common Reserve Subaccounts shall be made on a *pro rata* basis, except when the terms of a Reserve Security require all cash and investments in the Common Reserve Subaccount to be withdrawn before any draw or claim is made on the Reserve Security, or unless the City receives an opinion of Bond Counsel to the effect that such *pro rata* withdrawal is not required to maintain the federal tax benefits (if any) of any then-Outstanding Common Reserve Bonds issued as Tax-Exempt Bonds or Tax Credit Subsidy Bonds. If multiple Reserve Securities are on deposit in the Common Reserve Subaccounts, draws on such Reserve Securities shall be made on a *pro rata* basis.

(e) *The 2018 Reserve Requirement and 2018 Reserve Subaccount.* On the Issue Date, the Finance Director shall create a 2018 Reserve Subaccount, which is designated as a Common Reserve Subaccount, and shall cause to be deposited therein an amount which will equal the Reserve Requirement for the Bonds (if any), which shall be funded by any combination of the following methods: (1) in cash deposited on the Issue Date, (2) in cash deposited in approximately equal monthly installments and shall be accumulated by no later than five years from the Issue Date; or (ii) by the deposit of one or more Reserve Securities, face amount of which, together with any amount deposited therein, is equal to the Reserve Requirement for the Bonds, if any. The Designated Representative shall determine the Reserve Requirement for the Bonds as of the Issue Date, which shall be set forth in the Bond Purchase Agreement and shall be an amount equal to the Tax Maximum for so long as the Bonds remain Common Reserve Bonds.

Section 5.04 Required Payments Into the Bond Fund; Investment of Money in the Bond Fund.

(a) *Required Payments Into the Bond Fund.* The City covenants to set aside and pay into the Bond Fund out of the Net Revenue, a fixed amount without regard to any fixed proportion, as follows:

(1) Into the Principal and Interest Account, on or before each debt service payment date, an amount sufficient (together with other money then on deposit, including investment earnings retained therein) to pay the principal and interest to become due on the Parity Bonds (including required amounts for mandatory redemption of Term Bonds) on that debt service payment date.

(2) Into the Reserve Account, such amounts as may be required (if any) to be deposited to the subaccounts therein to satisfy the Reserve Requirements for the Parity Bonds, as set forth in Section 5.03.

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

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

(c) *Investment of Money in Bond Fund.* Money in the Bond Fund shall, to the fullest extent practicable and reasonable, be invested and reinvested at the direction of the Finance Director solely in, and obligations deposited in such accounts shall consist of, Permitted Investments. Earnings on money and investments in the Principal and Interest Account shall be deposited in and used for the purposes of that fund. Earnings on money and investments in the Reserve Account (and the subaccounts therein) shall be retained in such account or subaccount and credited against amounts required to be deposited therein until the applicable Reserve Requirement is met, and thereafter such earnings shall be deposited in the Principal and Interest Account. In no event shall any money in the Bond Fund or any other money reasonably expected to be used to pay principal of and/or interest on the Bonds be invested at a yield or used in any manner which would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and applicable regulations thereunder. Any earnings that are subject to a federal tax or rebate requirement may be withdrawn from the Bond Fund for deposit in a Rebate Account as described in Section 7.02.

ARTICLE 6 USE OF BOND PROCEEDS; REFUNDING PLAN

Section 6.01 Disposition and Use of Bond Proceeds.

(a) *New Money Proceeds.* On the Issue Date, the proceeds of the Bonds that are allocated to the financing of the Plan of Additions shall be deposited in the appropriate

accounts of the Electric Utility Fund designated by the Finance Director to pay costs of carrying out the Plan of Additions. If required and as determined by the Designated Representative, proceeds of the Bonds may be deposited in the 2018 Reserve Subaccount and/or used to purchase a Reserve Security to satisfy the Reserve Requirement for the Bonds.

(b) *Refunding Proceeds.* On the Issue Date, the proceeds of the Bonds allocated to the Refunding Plan shall be deposited with the Refunding Trustee in accordance with Section 6.02.

(c) *Costs of Issuance.* Bond proceeds to be used to pay costs of issuance may be deposited with the Refunding Trustee or may be held in such accounts within the City as the Finance Director may determine pending their use to pay costs of issuance.

Section 6.02 Refunding of Refunded Bonds.

(a) *Appointment of Refunding Trustee.* The Designated Representative is authorized and directed to appoint a financial institution to serve as Refunding Trustee and to perform the duties of Refunding Trustee under this ordinance.

(b) *Use of Bond Proceeds for Refunding Plan; Acquisition of Acquired Obligations.* On the Issue Date, proceeds of the sale of the Bonds, together with the City Contribution, if any, shall be deposited with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded Bonds by carrying out the Refunding Plan in accordance with the Refunding Trust Agreement. To the extent practicable, such obligations shall be discharged fully by the Refunding Trustee's simultaneous purchase of the Acquired Obligations, bearing such interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amount required to be paid by the Refunding Plan. The Acquired Obligations shall be listed and more particularly described in a schedule attached to the Refunding Trust Agreement, but are subject to substitution as set forth below. Any Bond proceeds or other money deposited with the Refunding Trustee and not needed to carry out the Refunding Plan shall be returned to the City for deposit in the Principal and Interest Account to pay interest on the Bonds on the next upcoming interest payment date.

(c) *Substitution of Acquired Obligations.* The City reserves the right at any time to substitute cash or other direct, noncallable obligations of the United States of America ("Substitute Obligations") for any of the Acquired Obligations if the City obtains (1) an opinion of Bond Counsel to the effect that the interest on the Bonds and the Refunded Bonds will remain excluded from gross income for federal income tax purposes under Sections 103, 148 and 149(d) of the Code, and (2) a verification by a nationally recognized independent certified public accounting firm that such substitution will not impair the timely payment of the amounts required to be paid by the Refunding Plan. Any surplus money resulting from the sale, transfer, other disposition or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to the City to be used for any lawful purpose.

(d) *Refunding Trust Agreement; Administration of Refunding Plan.* The Designated Representative is authorized and directed to execute a Refunding Trust

Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with carrying out the Refunding Plan. The Refunding Trust Agreement shall, among other things, authorize and direct the Refunding Trustee to purchase the Acquired Obligations (or Substitute Obligations) and to make the payments required to be made by the Refunding Plan. All Acquired Obligations (or Substitute Obligations) and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of the Refunded Bond Ordinance, this ordinance, chapter 39.53 RCW and other applicable State law. All administrative costs (including without limitation all necessary and proper fees, compensation, and expenses of the Refunding Trustee for the Bonds and all other costs incidental to the setting up of the escrow to accomplish the Refunding Plan) and costs of issuance of the Bonds may be paid out of the amounts deposited with the Refunding Trustee, in accordance with the Refunding Trust Agreement.

(e) *Call for Redemption of the Refunded Bonds.* The Designated Representative is authorized to call the Refunded Bonds for redemption on the Redemption Date at par, plus accrued interest. Such call for redemption shall identify the Refunded Bonds, the maturity dates, the Redemption Date and redemption price (expressed as a percentage of par, plus accrued interest), and shall be irrevocable after the Bonds are delivered to the Purchaser. The Designated Representative is authorized and directed to give or cause to be given such notices as required, at the times and in the manner required, pursuant to the Refunded Bond Ordinance, and to take all other actions necessary to effect the redemption of the Refunded Bonds on their applicable Redemption Dates.

Section 6.03 Parameters for Approving the Refunding; Minimum Savings. Prior to approving the Bond Sale Terms for the Bonds allocable to the Refunding Plan, the Designated Representative must determine that conditions set forth in item (i)(3) of the parameters set forth in **Exhibit A** have been (or as of the Issue Date will have been) met or satisfied.

ARTICLE 7 BOND COVENANTS; FUTURE PARITY BONDS

Section 7.01 Bond Covenants. The City covenants and agrees with the Owner of each Bond at any time Outstanding, as follows:

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

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

(c) It will not sell, lease, mortgage, or in any manner encumber or dispose of all, or substantially all, of the property of the Electric Utility unless provision is made for the payment into the Bond Fund of sums sufficient to pay the principal of and interest on the Parity Bonds then Outstanding. Furthermore, it will not sell, lease, mortgage, or in any

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

(d) It will, while any of the Bonds remain Outstanding, keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the Electric Utility, and it will furnish, at the written request of the owners of \$1,000,000 in Outstanding principal amount of the Bonds, complete operating and income statements of the Electric Utility in reasonable detail covering any calendar year not more than 90 days after the close of such calendar year. Upon request of any owner or owners of any of the Bonds, it will also furnish to such owner or owners a copy of the most recently completed audit of the City's accounts by the State Auditor of Washington, or such other audit as is authorized by law in lieu thereof.

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

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

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

(h) It will not permit or enter into any obligation which is to have a prior or equal claim or lien on the Net Revenue of the Electric Utility except as permitted in Section 7.05 of this ordinance and in compliance with the Parity Bond Test.

Section 7.02 Rebate Account. The Finance Director is authorized to establish and maintain a special fund or account for the purpose of complying with the covenants set forth in Section 7.06 relating to arbitrage rebate requirements. All earnings from the investment of Bond proceeds, or money treated as Bond proceeds under the Code, including money in the Common Reserve Subaccount and allocated to the Bonds, in excess of the earnings invested at the yield on the Bonds determined under the Code, shall be deposited in such fund or account, and any earnings therefrom shall be retained therein until required by the Code to be paid to the United States government or until it

shall be determined that such money is not required to be so paid. Such fund or account shall be a trust fund established for the benefit of the United States government.

Section 7.03 Rate Stabilization Account. The Finance Director may, at any time consistent with the flow of funds set forth in Section 5.02 of this ordinance, deposit Net Revenue (and any other available money of the City, excluding principal proceeds of any Future Parity Bonds or other borrowing) into the Rate Stabilization Account. The City may, upon authorization by ordinance, at any time withdraw money from the Rate Stabilization Account for inclusion in the Adjusted Net Revenue for the current Fiscal Year, except that the total amount withdrawn from the Rate Stabilization Account in any Fiscal Year may not exceed an amount equal to the total debt service of the Electric Utility in that year. Such deposits or withdrawals may be made up to and including the date 90 days after the end of the Fiscal Year for which the deposit or withdrawal will be included as Adjusted Net Revenue. Earnings from investments in the Rate Stabilization Account shall be retained in that account and shall not be included as Net Revenue unless and until withdrawn from that account as provided herein. The City may deposit earnings from investments in the Rate Stabilization Account into any Electric Utility fund or account as authorized by ordinance, and such deposits shall be included as Adjusted Net Revenue in the year of deposit. No deposit of Net Revenue shall be made into the Rate Stabilization Account to the extent that such deposit would prevent the City from meeting the Coverage Requirement in the relevant Fiscal Year.

Section 7.04 Contract Resource Obligations. The City may at any time enter into one or more Contract Resource Obligations for the acquisition, from facilities to be constructed, of electric energy supply, transmission or other commodity or service relating to the Electric Utility. The City may determine that, and may agree under a Contract Resource Obligation to provide that, all payments under that Contract Resource Obligation (including payments prior to the time that electric energy supply or transmission or other commodity or service is being provided, or during a suspension or after termination of supply or service) shall be Operation and Maintenance Expenses if the payments required to be made under the Contract Resource Obligation are not subject to acceleration and the following additional requirements are met at the time such a Contract Resource Obligation is entered into or is deemed to be a Contract Resource Obligation hereunder:

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

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

(1) the payments to be made by the City in connection with the Contract Resource Obligation are reasonable for the supply or transmission rendered;

(2) the source of any new supply, and any facilities to be constructed to provide the supply or transmission, are sound from an electric energy or other commodity supply or transmission planning standpoint, are technically and economically feasible in accordance with

prudent utility practice, and are likely to provide supply or transmission no later than a date set forth in the independent licensed professional engineer's certification; and

(3) the Net Revenue of the Electric Utility will be sufficient to meet the Coverage Requirement for each of the five Fiscal Years following the year in which the Contract Resource Obligation is incurred, where the calculation of Net Revenue (i) takes into account the adjustments to Gross Revenue permitted under the Parity Bond Test, and (ii) adjusts the Operation of Maintenance Expenses by the independent licensed professional engineer's estimate of the payments to be made in accordance with the Contract Resource Obligation.

Nothing in this section shall prevent the City from entering into other agreements for the acquisition of electric energy supply, transmission or other commodity or service relating to the Electric Utility from existing facilities and from treating those payments as Operation and Maintenance Expenses. Nothing in this section shall prevent the City from entering into other agreements for the acquisition of electric energy supply, transmission or other commodity or service from facilities to be constructed and from agreeing to make payments with respect thereto, such payments constituting a lien and charge on the Net Revenue of the Electric Utility subordinate to that of the Parity Bonds.

Section 7.05 Future Parity Bonds; Subordinate Bonds. The City covenants with the owner of each of the Bonds for as long as any of the same are Outstanding that it will not create any special fund or funds for the payment of the principal of and interest on any additional electric revenue bonds or incur any other obligation that will have any priority over the payments that are required by this ordinance to be made into the Bond Fund out of the Net Revenue. With respect to Future Parity Bonds, the City covenants that it will issue Future Parity Bonds only if the Parity Bond Test is met and complied with at the time of issuance of such Future Parity Bonds. If the Parity Bond Test is met and complied with at the time of the issuance of such Future Parity Bonds, then payments into the Bond Fund with respect to such Future Parity Bonds shall rank equally with the payments out of the Net Revenue required to be made into the Bond Fund by the Outstanding Parity Bond Ordinances and this ordinance. Nothing in this ordinance shall prevent the City from issuing Subordinate Bonds.

ARTICLE 8

FEDERAL TAX AND DISCLOSURE MATTERS.

Section 8.01 Federal Tax Matters. The Bond Purchase Agreement and the Bonds may include such additional terms and covenants relating to federal tax matters as the Designated Representative deems necessary or appropriate, including the following:

(a) *Tax-Exempt Bonds*. For each Series of the Bonds issued as Tax-Exempt Bonds, the City covenants that it will take all actions that are reasonably within its power and necessary to prevent interest on that Series from being included in gross income for federal income tax purposes. The City further covenants that it will neither take any action nor make or permit any use of gross proceeds of that Series (or other funds of the City treated as gross proceeds of that Series) at any time during the term of such Series that

will cause interest on such Series to be included in gross income for federal income tax purposes. The City also covenants that, to the extent the arbitrage rebate requirement of Section 148 of the Code is applicable to any Series issued as Tax-Exempt Bonds, it will take all actions necessary to comply (or to be treated as having complied) with that requirement in connection with that Series (including the calculation and payment of any penalties that the City may elect to pay as an alternative to calculating rebatable arbitrage and the payment of any other penalties if required under Section 148 of the Code) to prevent interest on such Series from being included in gross income for federal income tax purposes.

(b) *Taxable Bonds; Tax Credit Subsidy Bonds.* For each Series of the Bonds issued as Taxable Bonds or as Tax Credit Subsidy Bonds, if any, the Designated Representative is authorized to make provision in the Bonds and related documents, to execute additional written agreements, and to make additional covenants on behalf of the City, all as he or she may deem necessary or appropriate in order to obtain, maintain, and administer such tax status. In the case of Tax Credit Subsidy Bonds, such additional covenants and agreement may include (without limiting the generality of the foregoing) those necessary in order for the City (i) to receive from the United States Treasury the applicable Tax Credit Subsidy Payments in respect of such Tax Credit Subsidy Bonds, and (ii) to ensure that such Series otherwise become and remain eligible for tax benefits under the Code.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

Section 8.02 Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement.* The Designated Representative and other appropriate City officials are directed to cause the preparation of and review the form of a preliminary Official Statement in connection with each sale of one or more Series to the public. For the sole purpose of an underwriter's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been deemed final in accordance with this subsection.

(b) *Final Official Statement.* The City approves the preparation of a final Official Statement for the Bonds to be sold to the public in the form of the preliminary Official Statement that has been deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser, if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of the Bonds.

(c) *Agreement to Provide Continuing Disclosure.* If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of the Bonds (the "Continuing Disclosure Agreement") in substantially the form attached as **Exhibit D**.

ARTICLE 9 AMENDMENTS; DEFAULTS AND REMEDIES

Section 9.01 Amendatory Ordinances. This ordinance shall not be modified or amended in any respect subsequent to the initial issuance of the Bonds, except as provided in and in accordance with and subject to the provisions of this section. Ordinances authorizing the issuance of Future Parity Bonds shall not be deemed to be supplemental or amendatory ordinances described in this section.

(a) *Amendments Not Requiring Consent.* The City may from time to time and at any time, without the consent of or notice to the Registered Owners of the Parity Bonds at the time Outstanding, pass amendatory ordinances as set forth below. Before the City shall pass any such amendatory ordinance pursuant to this subsection (b), there shall have been delivered to the City an opinion of Bond Counsel, stating that such amendatory ordinance is authorized or permitted by this ordinance and will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on any Parity Bonds issued as tax-exempt bonds.

(1) to cure any formal defect, omission, inconsistency or ambiguity in this ordinance in a manner not adverse to the Owner of any Parity Bond;

(2) to impose upon the Bond Registrar (with its consent) for the benefit of the Owners of the Bonds any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this ordinance as theretofore in effect;

(3) to add to the covenants and agreements of, and limitations and restrictions upon, the City in this ordinance other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this ordinance as theretofore in effect;

(4) to confirm, as further assurance, any pledge under, and to subject to any claim, lien or pledge created or to be created by, this ordinance any other money, securities or funds;

(5) to authorize different denominations of the Bonds and to make correlative amendments and modifications to this ordinance regarding exchangeability of Outstanding Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized

denominations and similar amendments and modifications of a technical nature; and

(6) to modify, alter, amend or supplement this ordinance in any other respect which is not materially adverse to the Owners of the Parity Bonds at the time Outstanding, and which does not involve a change described in subsection (c) of this section.

(b) *Amendments Requiring Supermajority Consent.* In addition to an amendatory ordinance passed pursuant to subsection (b) above, the Registered Owners of not less than 60% in aggregate principal amount of Parity Bonds then Outstanding shall have the right from time to time to consent to and approve the passage by the City of any amendatory ordinance deemed necessary or desirable by the City Council for the purpose of amending or supplementing, in any particular, any of the terms or provisions contained in this ordinance, as follows:

(1) Prior to passage of the proposed amendatory ordinance, the City shall cause notice of the proposed amendatory ordinance to be given by first class United States mail to all Registered Owners of the Parity Bonds then Outstanding, to any Bond Insurer providing a bond insurance policy then in effect with respect to an issue of Parity Bonds, to the extent required under such policy, and each Rating Agency. Such notice shall briefly set forth the nature of the proposed amendatory ordinance and shall state that a copy thereof is on file at the office of the City Clerk for inspection by all Registered Owners of the Outstanding Bonds.

(2) Within two years after the date of the mailing of such notice, the City may pass such amendatory ordinance in substantially the form described in such notice, but only if there shall have first been delivered to the Bond Registrar (i) the required consents, in writing, of the Registered Owners of the Bonds, and (ii) an opinion of Bond Counsel stating that such amendatory ordinance is authorized or permitted by this ordinance and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of the interest on the Bonds.

(3) If Registered Owners of not less than 60% of Parity Bonds then Outstanding have consented to the passage of the amendatory ordinance as herein provided, no owner of the Bonds shall have any right to object to the passage of such amendatory ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City from passing the same or from taking any action pursuant thereto.

(c) *Amendments Requiring Unanimous Consent.* Nothing contained in this section shall permit, or be construed as permitting, except upon consent of all of the Registered Owners of the Parity Bonds then Outstanding: (i) a change in the times, amounts or currency of payment of the principal of or interest on any Parity Bond then Outstanding, or a reduction in the principal amount or redemption price of any Parity Bond

then Outstanding, or a change in the method of redemption or redemption price of any Parity Bond then Outstanding, or a change in the method of determining the rate of interest thereon; (ii) a preference or priority of any bond or bonds over any other bond or bonds; or (iii) a reduction in the aggregate principal amount of Parity Bonds.

(d) *Effect of Amendment.* Upon the passage of any amendatory ordinance pursuant to the provisions of this section, this ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all Registered Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced under this ordinance subject in all respects to such amendments.

(e) *Provisions Regarding 2009 Bond Insurer.* For so long as the bond insurance policy acquired in connection with the issuance of the 2009 Bonds is in effect, the City shall mail notice of amendment, together with a copy of the amendatory ordinance to the Bond Insurer. The Bond Insurer shall be deemed to be the Registered Owner of the Parity Bonds insured by it at all times for the purpose of giving any approval or consent to the passage of any amendatory ordinance and, in the event of default under this ordinance or the Parity Bonds, for all other purposes.

Section 9.02 Defaults and Remedies. *The following Section 9.02 shall go into effect upon the redemption, refunding or defeasance of all of the 2009 Bonds, 2013A Bonds, 2013B Bonds and 2015 Bonds:*

(a) *Events of Default. The following shall constitute "Events of Default" with respect to the Bonds:*

(1) *If a default is made in the payment of the principal of or interest on any of the Bonds when the same shall become due and payable;*
or

(2) *If the City defaults in the observance and performance of any other of the covenants, conditions and agreements on the part of the City set forth in this ordinance or any covenants, conditions or agreements on the part of the City contained in any Parity Bond authorizing ordinance and such default or defaults have continued for a period of six months after they have received from the Bondowners' Trustee (as defined below) or from the registered owners of not less than 25% in principal amount of the Parity Bonds, a written notice specifying and demanding the cure of such default. However, if the default in the observance and performance of any other of the covenants, conditions and agreements is one which cannot be completely remedied within the six months after written notice has been given, it shall not be an Event of Default with respect to the Bonds as long as the City has taken active steps within 90 days after written notice has been given to remedy the default and is diligently pursuing such remedy.*

(3) *If the City files a petition in bankruptcy or is placed in receivership under any state or federal bankruptcy or insolvency law.*

(b) *Bondowners' Trustee. So long as such Event of Default has not been remedied, a bondowners' trustee (the "Bondowners' Trustee") may be appointed by the*

registered owners of 25% in principal amount of the Parity Bonds then outstanding, by an instrument or concurrent instruments in writing signed and acknowledged by such registered owners of the Parity Bonds or by their attorneys-in-fact duly authorized and delivered to such Bondowners' Trustee, notification thereof being given to the City. That appointment shall become effective immediately upon acceptance thereof by the Bondowners' Trustee. Any Bondowners' Trustee appointed under the provisions of this section shall be a bank or trust company organized under the laws of the State of Washington or the State of New York or a national banking association. The bank or trust company acting as Bondowners' Trustee may be removed at any time, and a successor Bondowners' Trustee may be appointed, by the registered owners of a majority in principal amount of the Parity Bonds, by an instrument or concurrent instruments in writing signed and acknowledged by such registered owners of the Bonds or by their attorneys-in-fact duly authorized. The Bondowners' Trustee may require such security and indemnity as may be reasonable against the costs, expenses and liabilities that may be incurred in the performance of its duties. If any Event of Default is, in the sole judgment of the Bondowners' Trustee, cured and the Bondowners' Trustee furnishes to the City a certificate so stating, that Event of Default shall be conclusively deemed to be cured and the City, the Bondowners' Trustee and the registered owners of the Parity Bonds shall be restored to the same rights and position which they would have held if no Event of Default had occurred. The Bondowners' Trustee appointed in the manner herein provided, and each successor thereto, is declared to be a trustee for the registered owners of all the Parity Bonds and is empowered to exercise all the rights and powers herein conferred on the Bondowners' Trustee.

(c) Suits at Law or in Equity. Upon the happening of an Event of Default and during the continuance thereof, the Bondowners' Trustee may (and, upon the written request of the registered owners of not less than 25% in principal amount of the Parity Bonds outstanding, must) take such steps and institute such suits, actions or other proceedings, all as it may deem appropriate for the protection and enforcement of the rights of the registered owners of the Parity Bonds, to collect any amounts due and owing to or from the City, or to obtain other appropriate relief, and may enforce the specific performance of any covenant, agreement or condition contained in this ordinance or in any of the Parity Bonds. Any action, suit or other proceedings instituted by the Bondowners' Trustee hereunder shall be brought in its name as trustee for the owners of the Parity Bonds and all such rights of action upon or under any of the Parity Bonds or the provisions of this ordinance may be enforced by the Bondowners' Trustee without the possession of any of those Parity Bonds and without the production of the same at any trial or proceedings relative thereto except where otherwise required by law. Any such suit, action or proceeding instituted by the Bondowners' Trustee shall be brought for the ratable benefit of all of the owners of those Parity Bonds, subject to the provisions of this ordinance. The respective owners of the Parity Bonds, by taking and holding the same, shall be conclusively deemed irrevocably to appoint the Bondowners' Trustee the true and lawful trustee of the respective owners of those Parity Bonds, with authority to institute any such action, suit or proceeding; to receive as trustee and deposit in trust any sums becoming distributable on account of those Parity Bonds; to execute any paper or documents for the receipt of money; and to do all acts with respect thereto that the registered owner himself or herself might have done in person. Nothing herein shall be

deemed to authorize or empower the Bondowners' Trustee to consent to accept or adopt, on behalf of any registered owner of the Parity Bonds, any plan of reorganization or adjustment affecting the Parity Bonds or any right of any registered owner thereof, or to authorize or empower the Bondowners' Trustee to vote the claims of the registered owners thereof in any receivership, insolvency, liquidation, bankruptcy, reorganization or other proceeding to which the City is a party.

(d) No Acceleration. Nothing contained in this section shall, in any event or under any circumstance, be deemed to authorize the acceleration of maturity of principal on the Parity Bonds, and the remedy of acceleration is expressly denied to the owners of the Parity Bonds under any circumstances including, without limitation, upon the occurrence and continuance of an Event of Default.

(e) Application of Money Collected by Bondowners' Trustee. Any money collected by the Bondowners' Trustee at any time pursuant to this section shall be applied in the following order of priority:

(1) First, to the payment of the charges, expenses, advances and compensation of the Bondowners' Trustee and the charges, expenses, counsel fees, disbursements and compensation of its agents and attorneys.

(2) Second, to the payment to the persons entitled thereto of all installments of interest then due on the Parity Bonds in the order of maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference.

(3) Third, to the payment to the persons entitled thereto of the unpaid principal amounts of any Parity Bonds which shall have become due (other than Parity Bonds previously called for redemption for the payment of which money is held pursuant to the provisions hereto), whether at maturity or by proceedings for redemption or otherwise, in the order of their due dates and, if the amount available shall not be sufficient to pay in full the principal amounts due on the same date, then to the payment thereof ratably, according to the principal amounts due thereon to the persons entitled thereto, without any discrimination or preference.

(f) Duties and Obligations of Bondowners' Trustee. The Bondowners' Trustee shall not be liable except for the performance of such duties as are specifically set forth herein. During an Event of Default, the Bondowners' Trustee shall exercise such of the rights and powers vested in it hereby, and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. The Bondowners' Trustee shall have no liability for any act or omission to act hereunder except for the Bondowners' Trustee's own negligent action, its own negligent failure to act or its own willful misconduct. The duties and obligations of the Bondowners' Trustee shall be determined solely by the express provisions of this ordinance, and no implied powers, duties or obligations of the Bondowners' Trustee shall be read into this ordinance. The Bondowners' Trustee shall not be required to expend or risk its own funds or otherwise incur individual liability in the

performance of any of its duties or in the exercise of any of its rights or powers as the Bondowners' Trustee, except as may result from its own negligent action, its own negligent failure to act or its own willful misconduct. The Bondowners' Trustee shall not be bound to recognize any person as a registered owner of any Bond until his or her title thereto, if disputed, has been established to its reasonable satisfaction. The Bondowners' Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Bondowners' Trustee shall not be answerable for any neglect or default of any person, firm or corporation employed and selected by it with reasonable care.

(g) Suits by Individual Bondowners Restricted. Neither the registered owner nor the beneficial owner of any one or more of Parity Bonds shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of same unless:

- (1) an Event of Default has happened and is continuing; and*
- (2) a Bondowners' Trustee has been appointed; and*
- (3) such owner previously shall have given to the Bondowners' Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted; and*
- (4) the registered owners of 25% in principal amount of the then outstanding Parity Bonds have made, after the occurrence of such Event of Default, written request of the Bondowners' Trustee and have afforded the Bondowners' Trustee a reasonable opportunity to institute such suit, action or proceeding; and*
- (5) there have been offered to the Bondowners' Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and*
- (6) the Bondowners' Trustee has refused or neglected to comply with such request within a reasonable time.*

No registered owner or beneficial owner of any Parity Bond shall have any right in any manner whatever by his or her action to affect or impair the obligation of the City to pay from the Net Revenue the principal of and interest on such Parity Bonds to the respective owners thereof when due.

ARTICLE 10 MISCELLANEOUS

Section 10.01 Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or

Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and (except as hereinafter provided) in the Net Revenue of the Electric Utility, funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds from the trust account and, if funds in the trust account are not available for such payment, shall have the residual right to receive payment of the principal of and interest on the defeased Bonds from the Net Revenue of the Electric Utility without any priority of lien or charge against that revenue or covenants with respect thereto except to be paid therefrom. After the establishing and full funding of such a trust account, the City may then apply any money in any other fund or account established for the payment or redemption of the defeased Bonds to any lawful purposes as it shall determine, subject only to the rights of the owners of any other Parity Bonds then Outstanding.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

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

Section 10.02 Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of Bonds by negotiated sale, direct placement or competitive sale, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials, staff, Financial Advisors, Bond Counsel and other advisors. In determining the method of sale and accepting the Bond Sale Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Direct Placement.* If the Designated Representative determines that a Series of Bonds is to be sold by negotiated sale or direct placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement shall set forth the Bond Sale Terms. The Designated Representative is authorized to execute and deliver the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that a Series of Bonds are to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth bid parameters that the Designated Representative deems appropriate consistent with this ordinance. Bids for the purchase of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall accept bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and to accept the winning bidder's offer to purchase of the Bonds with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate consistent with the terms of this ordinance. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative deems it to be in the City's best interest to do so. If all bids are rejected, the Bonds may be sold pursuant to negotiated sale or in any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this ordinance.

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

Section 10.03 General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of Bonds to the Purchaser and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 10.04 Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 10.05 Effective Date of Ordinance. 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, Washington, at a regular open public meeting on this ____ day of _____, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

Exhibit A - PARAMETERS FOR BOND SALE TERMS

- | | |
|-----------------------------------|---|
| (a) Principal Amount. | The maximum aggregate principal amount of Bonds authorized by this ordinance shall not exceed \$25,000,000. |
| (b) Date or Dates. | Each Bond shall be dated the Issue Date, as determined by the Designated Representative, which date may not be later than one year after the effective date of this ordinance. |
| (c) Denominations, Name, etc. | The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative. |
| (d) Interest Rate(s). | Each Bond shall bear interest from its Issue Date or from the most recent date to which interest has been paid or duly provided, whichever is later, unless otherwise provided in the Bond Purchase Agreement and the Bonds. Each Series of the Bonds shall bear interest at one or more fixed interest rates. The true interest cost for any fixed rate Series may not exceed a rate of 5% per annum. |
| (e) Payment Dates. | Interest shall be payable on dates acceptable to the Designated Representative, which shall include payment at the maturity of each Bond, on any mandatory redemption date for Term Bonds, and on any other redemption date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity and in mandatory redemption installments for Term Bonds on dates acceptable to the Designated Representative. |
| (f) Maturities; Final Maturity. | The final maturity of the Bonds allocated to the Plan of Additions shall mature no later than 30 years after their Issue Date. The final maturity of the Bonds allocated to the Refunding Plan may not be later than twelve months after the date of final maturity of the Refunded Bonds. |
| (g) Redemption Prior to Maturity. | <p>The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:</p> <ul style="list-style-type: none">(1) <u>Optional Redemption</u>. The Designated Representative may designate any Bond as subject to optional redemption prior to its maturity. Any Bond that is subject to optional redemption prior to maturity must be callable on at least one or more date(s) occurring not more than 10½ years after the Issue Date, consistent with Section 4.02(a).(2) <u>Mandatory Redemption</u>. The Designated Representative may designate any Bond as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in principal payment amounts set forth in mandatory redemption payments, consistent with Section 4.02(b). |

- (3) Extraordinary Redemption. The Designated Representative may designate any Bond as subject to extraordinary optional redemption or extraordinary mandatory redemption upon the occurrence of an extraordinary event, as such event or events may be set forth in the Bond Purchase Agreement and related documents, consistent with Section 4.02(c).
- (h) Price. The purchase price for any Series of Bonds may not be less than 98% or more than 120% of the stated principal amount of that Series.
- (i) Other Terms and Conditions.
- (1) Expected Life of Capital Facilities. As of the Issue Date of each Series, the Designated Representative must find to his or her satisfaction that the average expected life of the capital facilities to be financed with the proceeds (or allocable share of proceeds) of that Series must exceed the weighted average maturity of such Series (or share thereof allocated to financing those capital facilities).
- (2) Satisfaction of Parity Bond Test. The Designated Representative must determine that the Parity Bond Test has been met or satisfied by the Issue Date.
- (3) Refunding Conditions. The Designated Representative must find that:
- (a) The net present value savings that will be effected (as measured by the difference between the principal and interest cost over the life of the Bonds allocable to the Refunding Plan and the principal and interest cost over the life of the Refunded Bonds, but for such refunding) shall be at least equal to 3.00%. In making such determination, the Designated Representative shall give consideration to the fixed maturities of the Bonds and the Refunded Bonds, the costs of issuance of the Bonds and the known earned income from the investment of the proceeds of the Bonds pending redemption of the Refunded Bonds.
- (b) The Refunding Plan will provide sufficient funds to discharge and satisfy the obligations of the City under the Refunded Bond Ordinance. In making such determination, the Designated Representative may rely upon a verification by a nationally recognized independent certified public accounting firm or a certification provided by the City's financial advisor.
- (4) Additional Credit Enhancement, Terms, Conditions and Agreements. The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement or for the purchase of a Reserve Security; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

Exhibit B – PARITY BOND TEST

The following conditions must be satisfied at the time of issuance of any Future Parity Bonds:

(a) There may be no deficiency in the Principal and Interest Account, in any subaccount within the Reserve Account (or the subaccounts therein), or in any other account required to be funded within the Bond Fund.

(b) The ordinance authorizing any Future Parity Bonds must determine whether such Future Parity Bonds will be designated as Common Reserve Bonds, set the Reserve Requirement (which may be zero) for such Future Parity Bonds, and provide for the satisfaction of that Reserve Requirement.

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

(1) a certificate of the Finance Director of the City, supported by the Electric Utility financial statements, demonstrating that the Adjusted Net Revenue of the Electric Utility for any twelve consecutive months out of the 24 months preceding the dated date of the proposed bonds will be sufficient to satisfy the Coverage Requirement with respect to the Parity Bonds then Outstanding, plus the Future Parity Bonds proposed to be issued; or

(2) a certificate from an independent licensed professional engineer or engineering firm showing that in his, her or its professional opinion the Adjusted Net Revenue of the Electric Utility, which will be available in each succeeding year for the payment of principal of and interest on all Parity Bonds then Outstanding and the Future Parity Bonds, will be sufficient to satisfy the Coverage Requirement with respect to the Parity Bonds then Outstanding, plus the Future Parity Bonds proposed to be issued. Computation of estimated future Adjusted Net Revenue of the Electric Utility shall be based upon income and expense statements of the Electric Utility for any twelve consecutive months out of the 24 months preceding the dated date of the proposed bonds, plus additional adjustments, which may reflect:

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

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

(iii) the loss of customers since that period;

(iv) any changes in Net Revenue of the Electric Utility estimated to be received as a result of, and upon completion of, any facilities under construction or to be acquired, constructed or

installed as a part of the Electric Utility which are not reflected fully in the base period statement; and

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

(d) If the Future Parity Bonds proposed to be issued are for the sole purpose of refunding any Parity Bonds then Outstanding, the certificate referred to in paragraph (c), above, shall not be required, so long as the Maximum Annual Debt Service for the proposed Future Parity Bonds is less than the Maximum Annual Debt Service for the Parity Bonds to be refunded, and the final maturity of the proposed Future Parity Bonds is not extended beyond the final maturity of the Parity Bonds to be refunded.

Prior: Ordinance No. 30-09, Section 7.01
Ordinance No. 06-13, Section 8.01
Ordinance No. 46-15, Exhibit B

Exhibit C - DESCRIPTION OF PLAN OF ADDITIONS

The Plan of Additions consists of those planned additions and betterments to and extensions of the Electric Utility consist of those Electric Utility projects set forth in the City's 2018-2023 Capital Improvement Plan approved by Ordinance No. 49-17, passed on November 21, 2017, as such plan may be amended from time to time.

A summary of the capital expenditures expected to be financed, in whole or in part, with proceeds of the Bonds is as follows:

1. Renewals, replacements and systems improvements including but not limited to:
 - Construct new feeder from Thayer substation to Kadlec Hospital area;
 - Construct Badger Mountain South second feeder;
 - Relocate primary power lines to coordinate with Duportail Bridge construction;
 - Extend feeder 133 to Reatta Ridge;
 - Extend feeder T77 to provide loop backbone;
 - Rebuild primary feeder circuits (L-53, I-23, Canyon Terrace, AREVA feeder area, etc)
 - Rebuild residential subdivision distribution cable systems (Washington Park, Garden Terrace, Lynwood Park, Adair, Westview Acres, Laverde Apartments primary underground, etc).
2. Plan, design and construct the Dallas Road and SE Richland substations and other substation improvements including but not limited to six (6) new primary feeder circuits to tie into existing utility distribution network.
3. Complete feasibility study, design and implement an electrical utility smart grid program within the Electric Utility service area including but not limited to a complete meter change out with the associated software and hardware to remote read all electric meters.
4. Other projects, including but not limited to line extensions to serve new development, purchase of service area infrastructure from Benton PUD, substation improvements to meet regulatory spill containment and countermeasure regulations, and transformer capital maintenance.

Exhibit D

[Form of]
CONTINUING DISCLOSURE AGREEMENT

City of Richland, Washington
Electric Revenue Improvement and Refunding Bonds, 2018

For the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City of Richland, Washington (the "City"), makes the following written undertaking for the benefit of holders of the Owners of the City's [Electric Revenue Improvement and Refunding Bonds, 2018] (the "Bonds").

Capitalized terms used but not defined below shall have the meanings given in Ordinance No. _____ of the City (the "Bond Ordinance").

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

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) ("Annual Financial Information"). If audited financial statements are unavailable, the timely filing of unaudited financial statements shall satisfy the requirements and filing deadlines set forth in subsection (b), and the City agrees to file audited financial statements if and when they are otherwise prepared and available to the City.
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such "Bankruptcy Events" are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the

City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

- (iii) Timely notice of a failure by the City to provide required annual financial information on or before the dates specified in paragraph (b) below.

(b) Type of Annual Financial Information Undertaken to be Provided.

- (i) The annual financial information that the City undertakes to provide in paragraph (a) shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, however, that if and when audited financial statements are prepared and available they will be provided; *[(2) a statement of the total amount of outstanding Parity Bonds, (3) debt service coverage ratios, and (4) general customer statistics for the Electric Utility.]* ***[Subject to revision to conform to the information to be provided in the Official Statement.]***
- (ii) The Annual Financial Information shall be provided not later than the last day of the ninth month after the end of each Fiscal Year of the City (currently, a fiscal year ending December 31), as such Fiscal Year may be changed as required or permitted by State law, commencing with the City's Fiscal Year ending December 31, 2017.
- (iii) The Annual Financial Information may be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Continuing Disclosure Agreement. This Continuing Disclosure Agreement is subject to amendment after the primary offering of the Bonds without the consent of any Owner or holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, rating agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12, including: (i) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted; (ii) the undertaking, as amended, would have complied with the requirements of the rule at the time of the primary offering, after taking into account any amendments or interpretations of the rule, as well as any change in circumstances; and (iii) the amendment does not materially impair the interests of holders, as determined either by parties unaffiliated with the City (e.g., bond counsel or other counsel familiar with federal securities laws), or by approving vote of bondholders pursuant to the terms of the Bond Ordinance at the time of the amendment.

The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to this Continuing Disclosure Agreement and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Continuing Disclosure Agreement shall inure to the benefit of the City and the Beneficial Owner of each Bond, and shall not inure to the benefit of or create any rights in any other person.

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

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

(g) Designation of Official Responsible to Administer Continuing Disclosure Agreement. The Finance Director or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Continuing Disclosure Agreement of the City in respect of the Bonds set forth in this section and in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person a Continuing Disclosure Agreement to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;

- (iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Continuing Disclosure Agreement; and
- (v) Effecting any necessary amendment of this Continuing Disclosure Agreement.

CERTIFICATION

I, the undersigned, City Clerk of the City of Richland, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. _____ (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on _____, 2018, as that ordinance appears on the minute book of the City.

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

Dated: _____, 2018.

CITY OF RICHLAND, WASHINGTON

Marcia Hopkins, City Clerk



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 09-18, Amending Richland Municipal Code Section 14.08.230 related to the Definition of Traffic Management Systems

Department:

City Attorney

Ordinance/Resolution Number:

09-18

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 09-18, amending Richland Municipal Code Section 14.08.230 regarding the definition of Traffic Management Systems.

Summary:

In late 2017, the City adopted Ordinance No. 41-17, amending RMC 14.08 to address operation and maintenance of the City's Traffic Management Systems.

The definition of "Traffic Management System" as provided in Ordinance No. 41-17 is incomplete and needs revision.

This housekeeping action is being taken to remedy the currently incomplete definition contained in code.

Staff recommends approval of Ordinance No. 09-18 for first reading.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 09-18

ORDINANCE NO. 09-18

AN ORDINANCE of the City of Richland amending Section 14.08.230 of the Richland Municipal Code regarding the definition of Traffic Management Systems.

WHEREAS, City of Richland Energy Services (RES) staff strive always to provide the lowest responsible cost of service to citizens; and

WHEREAS, in late 2017, the City adopted Ordinance No. 41-17, amending RMC 14.08 to address operation and maintenance of the City's Traffic Management Systems; and

WHEREAS, the definition of "Traffic Management System" as provided in Ordinance No. 41-17 is incomplete and needs revision.

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

Section 1. Richland Municipal Code 14.08.230, entitled Traffic management systems, as originally enacted by Ordinance No. 41-17, is hereby amended as follows:

14.08.230 Traffic management systems.

"Traffic management systems" ~~means the equipment necessary to operate and maintain~~ as shall be as defined and described in Washington Administrative Code (WAC) Title 296, Chapter 296-46B-010 (16) through (23).

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, Washington, at a regular meeting on the _____ day of _____, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 10-18, Repealing Ordinance No. 238 of the City of Richland related to Relinquishment of Public Utility Easements

Department:
City Attorney

Ordinance/Resolution Number:
10-18

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 10-18, repealing Ordinance No. 238 of the City of Richland relating to relinquishment of public utility easements.

Summary:

In 1962, the City passed Ordinance No. 238 to create a process for administratively relinquishing easements that were created for utility purposes.

In 1973, the Washington State Legislature enacted RCW 35.94.040, which requires cities to hold a public hearing and determine by resolution what land, property or equipment originally acquired for utility purposes is surplus to the city's needs and no longer required for continued public utility service.

The powers and duties of the Council as prescribed under Article II, Section 2.04 of the Richland City Charter authorizes the creation of ordinances and other regulations subject to general laws of the State of Washington. Because Ordinance No. 238 is in direct conflict with RCW 35.94.040, it must be repealed.

Staff recommends approval of Ordinance No. 10-18 for first reading.

Fiscal Impact:

None. The City recovers administrative costs from the applicant when relinquishment of a utility easement is requested.

Attachments:

I. Ordinance No. 10-18

ORDINANCE NO. 10-18

AN ORDINANCE of the City of Richland repealing Ordinance No. 238 of the City of Richland relating to relinquishment of public utility easements.

WHEREAS, in 1962, the City passed Ordinance No. 238 to create a process for administratively relinquishing easements that were created for utility purposes; and

WHEREAS, in 1973, the Washington State Legislature enacted RCW 35.94.040, which requires cities to hold a public hearing and determine by resolution what land, property or equipment originally acquired for utility purposes is surplus to the city's needs and no longer required for continued public utility service; and

WHEREAS, the powers and duties of the Council as prescribed under Article II, Section 2.04 of the Richland City Charter authorizes the creation of ordinances and other regulations subject to general laws of the State of Washington; and

WHEREAS, because Ordinance No. 238 is in direct conflict with RCW 35.94.040, it must be repealed.

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

Section 1. Ordinance No. 238, passed by Richland City Council on November 5, 1962, is hereby repealed. This ordinance is codified in the Richland Municipal Code as sections 3.31.010, 3.31.020, 3.31.030 and 3.31.040.

Section 2. The title of Chapter 3.31 RMC, and the section listing in Chapter 3.31 RMC, shall be amended to read as follows:

Chapter 3.31 **ACQUISITION ~~AND RELINQUISHMENT~~ OF PUBLIC UTILITY EASEMENTS**

Sections:

- 3.31.010** ~~Relinquishment of easements authorized~~Repealed.
- 3.31.020** ~~Application for relinquishment – Payment~~Repealed.
- 3.31.030** ~~Procedure~~Repealed.
- 3.31.040** ~~Relinquishment deed~~Repealed.
- 3.31.050** Acquisition of utility easement.

Section 3. RMC 3.31.050 is unchanged by this ordinance.

Section 4. 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, Washington, at a regular meeting on the _____ day of _____, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 12-18, Adopting the Richland Shoreline Management Program as approved by the Washington State Department of Ecology

Department:
City Attorney

Ordinance/Resolution Number:
12-18

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 12-18, adopting the Richland Shoreline Management Program as approved by the Washington State Department of Ecology.

Summary:

The Shoreline Management Act of 1971 establishes a state-local partnership for managing, accessing, and protecting Washington's shorelines. The state law requires local governments to prepare locally-tailored policies and regulations for managing shoreline use in their jurisdictions. These locally-tailored regulations are known as Shoreline Master Programs (SMP). SMPs are expected to meet several requirements of state law, and are reviewed and approved by the Washington State Department of Ecology prior to final adoption by local governments.

In 2014, the City of Richland went through an extensive process to update its SMP, codified in Title 26 of the Richland Municipal Code. After the SMP was adopted by Ordinance No. 25-14, it was sent to the Department of Ecology ("Ecology") for review and approval. Ecology made a number of required and recommended edits to the City's SMP, all of which the City willingly accepted and incorporated into the final Shoreline Master Program (Exhibit A). Ecology gave final approval to the City's SMP in April, 2016.

A final legislative step is necessary to formally adopt, by Council action, Ecology's edits to Richland's Shoreline Master Program. In addition, after word-by-word comparison with Ordinance No. 25-14, staff identified a number of scrivener's errors in the SMP that require correction.

Ordinance No. 12-18 is offered to formally adopt the required and recommended edits from Ecology into Richland's Shoreline Master Program, and to remedy the numerous scrivener's errors contained in the existing Program (Exhibit A). The recommended edits to the SMP do not, and are not intended to, effect any substantive change to the SMP as approved by Ecology in April, 2016.

Once approved, Section II of Exhibit A will become Title 26 RMC, Shoreline Management.

Staff recommends approval of Ordinance No. 12-08 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 12-18

ORDINANCE NO. 12-18

AN ORDINANCE of the City of Richland adopting the Shoreline Management Program in its entirety as approved by the Department of Ecology, and amending Richland Municipal Code Title 26, Shoreline Management, consistent therewith.

WHEREAS, the Washington State Shoreline Management Act of 1971 ("Act") requires that the City of Richland adopt and administer a Shoreline Master Program (SMP) that is consistent with the provisions of the Act and with Washington Administrative Code 173-26; and

WHEREAS, on October 21, 2014, Richland City Council approved Ordinance No. 25-14 to adopt a new Shoreline Master Program; and

WHEREAS, prior to adoption of Ordinance No. 25-14, the City followed a public participation plan throughout the Shoreline Master Program amendment process that included three (3) public open houses, posting of draft materials on the City's webpage, notification of open houses and hearings through mailing to approximately 150 shoreline property owners, notification of draft materials to public agencies and organizations, public service announcements on the City's cable channel, and notice of hearing through posting on the City's webpage and legal advertisements in the newspaper; and

WHEREAS, prior to adoption of Ordinance No. 25-14, the Richland Planning Commission provided oversight throughout the development of the draft Shoreline Master Program, holding a total of twelve (12) workshops over an 18-month time frame, conducting the formal hearings on January 22, 2014 and February 26, 2014, and unanimously recommending approval of the Shoreline Program; and

WHEREAS, prior to adoption of Ordinance No. 25-14, the City completed the environmental review process as mandated under the State Environmental Policy Act through the issuance of a Determination of Non-Significance that was entered into the record on January 17, 2014; and

WHEREAS, on November 13, 2014, the Department of Ecology ("Ecology") accepted the City's locally adopted Shoreline Master Program as complete for purposes of review; and

WHEREAS, on February 19, 2016, Ecology conditionally approved the City's comprehensive Shoreline Master Program update with specific required and recommended changes; and

WHEREAS, on April 13, 2016, the City notified Ecology via letter that it accepted all of Ecology's required and recommended changes; and

WHEREAS, on April 19, 2016, Ecology gave final approval to the City's Shoreline Master Program with the agreed-upon recommended and required changes from Ecology; and

WHEREAS, on May 3, 2016, Richland's Shoreline Master Program became effective; and

WHEREAS, Ecology is required to provide a 60-day appeal period on final approval of the City's Shoreline Master Program and did not receive any appeals; and

WHEREAS, final legislative action is warranted to formally adopt Ecology's recommended and required changes to Richland's Shoreline Master Program, and to correct a number of scrivener's errors subsequently identified in Ordinance No. 25-14.

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

Section 1. The City of Richland Shoreline Master Program, as revised to include the recommended and required edits proffered by the Department of Ecology, is hereby adopted and shall be codified in Richland Municipal Code Title 26 as set forth in **Exhibit A**. To the extent inconsistencies exist between **Exhibit A** and Ordinance No. 25-14, **Exhibit A** shall control.

Section 2. This ordinance is not intended to, nor does it, effect any substantive change to the Shoreline Master Program as adopted by Ordinance No. 25-14 and revised and approved by the Department of Ecology on April 19, 2016. Inconsistencies between Ordinance No. 25-14 and **Exhibit A** reflect numerous scrivener's errors that warrant correction.

Section 3. Section III of **Exhibit A**, addressing amendments to Title 19 RMC and Title 23 RMC, were addressed through approval of Ordinance No. 01-17 and Ordinance No. 02-18. This ordinance shall have no impact on Title 19 RMC or Title 23 RMC.

Section 4. Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 5. 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, Washington, at a regular meeting on the _____ day of _____, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

CITY OF RICHLAND SMP UPDATE



Prepared for

City of Richland

Prepared by

Anchor QEA, LLC
8033 West Grandridge Boulevard, Suite A
Kennewick, Washington 99336

Prepared with assistance from

Berk Consulting, Inc.
Parametrix, Inc.

This report was funded through a grant from Washington State Department of Ecology

Approved by Department of Ecology – April, 2016

Final Legislative Action by Richland City Council – February, 2018

Contains all updates per public comments received at or associated with the January 2014 Planning Commission hearing, the SEPA review, and the February 12, 2014 Planning Commission workshop, and Department of Ecology required and recommended changes.

City of Richland

Shoreline Master Program Update

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City of Richland

Shoreline Master Program Update

This Shoreline Master Program consists of three elements:

Section I Amendments to the City of Richland Comprehensive Plan (*See Ordinance No. 42-17*).

Section II Amendment of City of Richland Code Title 26, Shoreline Management, which also includes adoption of Chapter 26.60, Sensitive Areas as part of the Program.

Section III Amendment of RMC 19.20.010, Procedures for processing development permits, and RMC Chapter 23.66, Non-Conforming Uses (*See Ordinance Nos. 01-17 and 02-18*).

Section I Amendment of Comprehensive Plan

The City of Richland Comprehensive Plan is hereby amended to add a new section within the Land Use Element

Section Six of Comprehensive Plan

Shoreline Management

This section addresses goals and policies of the Shoreline Management Act of 1971 (Chapter 90.58 RCW); which was adopted by the voters of the state in recognition that the shorelines of the state are among the most valuable and fragile of its natural resources, that ever increasing pressures of additional uses are being placed on the shorelines necessitating increased coordination in the management and development of the shorelines, that coordinated planning is necessary in order to protect the public interest associated with the shorelines of the state while, at the same time, recognizing and protecting private property rights consistent with the public interest.

This local program is the product of a cooperative program of shoreline management between local government and the state. The City has prepared an Inventory and Analysis of local shoreline ecological, land use and other resources to provide the scientific basis of the program. The goals and policies in this Comprehensive Plan section together with regulations provide the city's approach to applying to our unique circumstances the act's policies of:

- The utilization of shorelines for economically productive uses that are particularly dependent on shoreline location or use.
- The utilization of shorelines and the waters they encompass for public access and recreation.
- Protection and restoration of the ecological functions of shoreline natural resources.
- Protection of the public right of navigation and corollary uses of waters of the state.
- The protection and restoration of buildings and sites having historic, cultural, and educational value.
- Planning for public facilities and utilities correlated with other shorelines uses.
- Prevention and minimization of flood damages.
- Recognizing and protecting private property rights.
- Coordination of Shoreline Management with other relevant local, state, and federal programs.

Goals and Policies

SH Goal 1

Economic Development: The City will allow private and public shoreline development that will enhance the standard of living for the residents of the City of Richland with minimal disruption of the natural environment, giving priority to those developments which are economically dependent upon

1 their location and use of the shorelines, and including other developments which provide an
2 opportunity for a substantial number of people to enjoy the shorelines.

3 **Policy 1**

4 The City recognizes that the majority of the shoreline within the city is and will remain public open
5 space and will work to ensure that shorelines continue to contribute to the qualities that make the city
6 a desirable place to live and work.

7 **Policy 2**

8 The City will encourage development of water-oriented recreational, cultural, and related commercial
9 facilities in appropriately designated Columbia River locations to enhance and diversify Richland's
10 community recreational resources and its attractiveness to tourists. (Comprehensive Plan ED Goal 6,
11 Strategy 6.3.)

12 **Policy 3**

13 The City will promote a mix of uses in shoreline areas on North Columbia Point to increase public
14 access to shorelines, particularly on public properties, by developing and implementing parks,
15 recreation, and trails plans.

16 **Policy 4**

17 The City will work to assure that public access minimizes adverse impacts on adjacent properties,
18 including noise, trash, and other disturbance.

19 **Policy 5**

20 The City will work to encourage regional river transportation facilities in coordination with planning
21 efforts of the Tri-Cities Rivershore Enhancement Council and other agencies. (Comprehensive Plan
22 TE Goal 4, Policy 6.)

23 **SH Goal 2**

24 Shoreline Use: Assure that the shoreline areas of Richland are used in a manner which provides for
25 appropriate distribution and integration of activities, giving priority to developments and other
26 activities that are particularly dependent upon their location on or use of shorelines and water
27 resources as well as those which provide an opportunity for substantial numbers of people to enjoy
28 the shorelines, and which are planned and designed to minimize impact on shoreline environments.

Policy 1

The City will be guided in all uses and development on shorelines in the City, which are Shorelines of Statewide Significance, by the policy of preserving the shorelines for the maximum long term benefit of future generations.

Policy 2

The City will prefer water-dependent commercial uses over non-water-dependent commercial uses in the shoreline environment and prefer water-related and water-enjoyment uses over non-water-oriented commercial uses.

Policy 3

The City will allow over –water commercial uses only as an element of water-dependent development.

Policy 4

The City will limit non-water-oriented commercial development to areas physically separated from the shoreline, where navigability is restricted, or as part of a mixed-use project that provides public access and/or ecological restoration benefits.

Policy 5

The City will provide for continued operation of the Port of Benton barging facility while preserving the generally undeveloped nature of adjacent shoreline areas.

Policy 6

The City will limit non-water-oriented industrial development to areas physically separated from the shoreline, where navigability is restricted, or as part of a project that provides public access or ecological restoration benefits.

Policy 7

The City will ensure that new residential development is designed and located to minimize disruption of shoreline resources, including native shoreline vegetation and aesthetic characteristics and not result in a net loss shoreline ecological function.

Policy 8

The City will coordinate management of lands owned by the US Army Corps of Engineers and leased to the city with the use and maintenance expectations incorporated in management plans adopted by the Corps and other policies as well as the terms of specific leases.

SH Goal 3

Conservation:

Assure that uses and activities in shorelines are designed and conducted to protect and restore ecological functions of the shoreline scenic resources, and non-renewable natural resources while assuming continued proper management of renewable resources.

Policy 1

The City will work to ensure that all shoreline development and activities are located, designed, constructed, and maintained to protect natural resources, avoid net loss of ecological functions, and avoid impacts that degrade water quality, quantity, hydrologic connections, or local hydrology.

Policy 2

The City will work to ensure that Shoreline uses and developments are designed to minimize the need for chemical treatments, including fertilizers and pesticides, to prevent contamination of surface and ground water resources.

Policy 3

The City will work to ensure that structures placed within water bodies or which may come in contact with a regulated water body are not treated with substances that could potentially adversely affect water quality.

Policy 4

The City recognizes the importance of vegetation remaining in urbanized areas and the importance of this vegetation, in terms of the ecological functions provided, which is often as great as or greater than in rural areas due to its scarcity and will work to ensure that new development meets vegetation conservation objectives.

SH Goal 4

Public Access: The City will maintain and improve existing public access and provide additional safe, convenient, and diversified access to and through publicly owned shorelines of the City of Richland compatible with aims of achieving equitable distribution of public usage with minimal adverse effects on natural features or areas of the shoreline, and which recognize the impacts on private property.

Policy 1

The City will work with other jurisdictions, property owners, open space groups and all interested parties to develop and implement regional and City parks, recreation, and trails plans and appropriate implementation strategies. (See Comprehensive Plan OS-Policy 1)

Policy 2

The City will work to increase public access to shorelines, particularly on public properties, by developing and implementing parks, recreation, or trails plans in appropriately designated locations.

Policy 3

The City will work to require and/or encourage public access as part of private shoreline development in accordance with adopted parks and recreation plans, where appropriate, and in compliance with constitutional limitations.

Policy 4

The City will work to provide public access and use of the Columbia River and Yakima River shoreline in a manner that accommodates various uses but limits their impact on the natural environment. (See Comprehensive Plan LU Goal 6.) Assure that public access improvements do not result in a net loss of shoreline ecological functions.

Policy 5

The City will work to ensure that meeting the level of demand for public access as well as the use, location, and design of facilities will comply with the following:

- Richland Comprehensive Land Use Element
- Richland Comprehensive Park and Recreation Facilities Element
- Richland Parks, Recreation, and Open Space Plan
- Sacagawea Heritage Trail Plan
- Tapteal Greenway Project Plan

SH Goal 5

Recreation:

Assure diverse, safe, convenient, and adequate recreational opportunities along the shorelines of the City of Richland compatible with the natural shoreline system, to meet community and regional needs of this area.

Policy 1

The City will work to encourage the use of publicly owned land for public access to the shoreline and recreational development appropriate in intensity to the character and ecological sensitivity of the site.

Policy 2

The City will work to ensure that recreational facilities and their associated access and circulation systems are designed to minimize impacts on shoreline resources and will not result in a net loss of shoreline ecological functions.

Policy 3

The City will ensure that water-dependent and water-related recreational development is preferred over non-water-oriented recreational development in the shoreline. Non-water-oriented elements of approved recreational facilities should be located upland from water-oriented uses whenever possible.

Policy 4

The City will work to ensure that recreational development protects sensitive natural resources and scenic elements and may be restricted in Natural Shoreline Environmental Designations.

SH Goal 6

Flood Damage:

Recognize that flooding is a natural process occurring throughout the watershed but can have adverse effects on human uses and development. The City will balance preservation of flooding processes with flood hazard reduction measures depending on existing and planned development patterns.

Policy 1

The City will work to integrate flood hazard reduction provisions on applicable watershed management plans, comprehensive flood hazard management plans, and other comprehensive planning efforts, provided those measures are consistent with the Shoreline Management Act and this program.

Policy 2

The City will manage existing flood control levees and other facilities in a manner that provides the maximum habitat benefits consistent with maintaining the structural integrity and effectiveness of the facilities.

Policy 3

On the Yakima River the City approach to flood hazard management will be to avoid locating development that would be damaged by flooding to the maximum extent feasible. New development should be located and designed to avoid the need for future flood protection.

Policy 4

Allow new structural flood hazard reduction measures only where demonstrated to be necessary to protect existing development in situations where nonstructural measures are not feasible. New structural flood hazard reduction measures shall be placed landward of riparian vegetation areas and shall interfere as little as possible with channel migration. Impacts on ecological functions and habitats must be successfully mitigated to assure no net loss.

Policy 5

Locate and design infrastructure, including utilities, roads, and bridges to interfere as little as possible with floodplain functions.

SH Goal 7

Circulation:

Develop a safe and convenient shoreline circulation system to meet the needs for efficient movement of people, consistent with the shoreline environments, located and designed to minimize adverse impact on the environment.

Policy 1

The City will work to integrate public access on the shoreline with area wide non-motorized trail plans to provide the maximum opportunities for shoreline pedestrian access. (See Comprehensive Plan PTOSM Goal 4.)

Policy 2

The City will work to tailor the type of transportation facilities within the shoreline to the sensitivity of shoreline ecological resources and locate and design new major circulation systems away from the shoreline except for necessary crossings.

Policy 2

The City will work to integrate public physical and visual access into transportation facilities along shorelines.

SH Goal 8

Historical Cultural: Identify, preserve, and enhance or restore areas and sites having significant historic, cultural, educational, or scientific values.

Policy 1

The City will work with local groups and agencies, state and federal agencies and tribes to identify and conserve cultural and historic sites and particularly will comply with US Army Corps of Engineers requirements for preservation of cultural resources on lands managed by that agency or leased to the city.

Policy 2

The City will work to prevent damage to any site containing archaeological resources or having historic, cultural, scientific, or educational value and will work to conserve resources that contribute to understanding of our heritage.

Policy 3

The City will abide by the provisions of all formal agreements entered into with the State Historic Preservation Officer and local Native American organizations regarding identification and preservation of historically and archaeologically significant sites.

Policy 4

The City will work to ensure that new development avoids areas documented to contain high concentrations of archaeological or cultural resources and are designed to avoid damaging such resources to the maximum extent feasible.

1 **Section II Amendment of Richland Municipal Code Title 26, Shoreline**
2 **Management**

3 **26 Richland Municipal Code Title 26, Shoreline Management, is hereby amended to add the**
4 **following policies and regulations:**

5 **26.01 General Provisions.**

6 **26.01.010 Short Title.**

7 This title shall be known and may be cited as the “Richland Shoreline Master Program” and is sometimes
8 hereinafter referred to as the “Shoreline Program.”

9 **26.01.020 Purpose.**

10 The purpose of the Shoreline Program is to implement the Shoreline Management Act of 1971 as now or
11 hereafter amended (Chapter 90.58 RCW); and to provide for wise and proper management of shorelands,
12 wetlands, and water bodies in a manner that will allow present and future generations of users the
13 opportunity to enjoy water resources, consistent with the goals, policies and stated purposes of the
14 Shoreline Program while, at the same time, recognizing and protecting private property rights consistent
15 with the public interest. This title carries out the responsibilities imposed on the City of Richland by the
16 Shoreline Management Act of 1971 as now or hereafter amended by adopting the policies enunciated in
17 RCW 90.58.010, the Richland Shoreline Master Program, and in implementation thereof, the regulations
18 and administrative provisions contained herein.

19 **26.01.030 Master Program Adopted.**

20 The Richland Shoreline Master Program consists of the following elements which are subject to review
21 and approval by the Washington State Department of Ecology pursuant to RCW 90.58.090:

- 22 A. Comprehensive Plan Policies Shoreline Section of the Land Use Element.
- 23 B. Regulations in City of Richland Municipal Code (RMC) Title 26, Shoreline Management
24 Regulations.
- 25 C. Sensitive Area Regulations in RMC Chapter 22.10 as amended and incorporated into this
26 Program as part of Title 26, specifically Chapter 26.60.
- 27 D. The Shoreline Restoration Element of the Shoreline Master Plan, of which one printed copy in
28 book form is on file in the office of the City Clerk and made available for examination by the
29 general public, shall not be considered to contain regulations but shall be utilized as a guideline
30 for capital improvements planning by the City and other jurisdictions undertaking ecological
31 restoration activities within Shoreline Management Act jurisdiction.
- 32 E. Maps, including the Shoreline Environment Designation and Regulatory Reaches Map and the
33 map folio in the SMP Inventory, Analysis and Characterization Report, of which one original

copy is on file in the office of the City Clerk and made available for examination by the general public, and another original copy of which is available at the Community Development Department. Electronic copies may also be posted online at the City's website.

26.01.040 Shoreline Program Review.

The Planning Commission shall conduct an annual review of the Master Shoreline Program and shall recommend to City Council any changes or modifications deemed appropriate. After a public hearing, the City Council shall adopt, deny, or adopt with modifications the recommendations of the Planning Commission. The Shoreline Master Program is then sent to the Department of Ecology for final review and approval.

26.01.050 Annexations.

It is anticipated that future annexations to the City of Richland may include water bodies, shorelines, and wetlands which are subject to the Shoreline Management Act of 1971, as amended. Areas within the City's Urban Growth Area are assigned shoreline environmental designations in accordance with WAC 173-26-150. Policies and regulations of this Program shall take effect concurrent with annexation. No additional procedures are required by the City or the Department of Ecology for these provisions to have full force and effect.

26.01.060 Amendments.

It is recognized that future amendments to the Master Shoreline Program may be necessary in the interest of the health, safety, and general welfare of the citizens of Richland and the state of Washington. In addition to the requirements in WAC 173-26-100, the following procedure shall be observed in amending the Master Shoreline Program:

- A. Proposed amendments to the regulations and boundaries set forth in this Program shall follow the procedures outlined in RMC 23.70.180 through 23.70.250 on forms provided by the Administrator.
- B. There shall be established a mailing list of interested agencies, associations and organizations to be notified of any proposed amendments to the Master Shoreline Program. It shall be the responsibility of the agency, association or organization to indicate in writing their interest in being included on the mailing list and their official mailing address.
- C. Fees as set forth in the schedule of fees referenced in Chapter 19.80 RMC shall accompany applications for an amendment to the Master Shoreline Program.
- D. No amendment to the Master Shoreline Program shall take effect without Department of Ecology review and approval.

26.10 Shoreline Environment Designations.

Shoreline areas are classified into specific environment designations based on the existing use pattern, the biological and physical character of the shoreline, and the goals and aspirations of the community as

expressed through the City of Richland Comprehensive plan. Lands not designated are assigned a Recreation Conservancy Environment designation.

26.10.005 Environment Designation – Official Map.

The Shoreline Environment Designation and Regulatory Reaches Map, and all amendments thereto adopted as a part of the Master Shoreline Program in RMC 26.01.030, shall be filed in the office of the Administrator and may be viewed in the Development Services division. When uncertainty exists as to the exact location of an environment boundary line, the rules of construction in RMC 23.08.050 shall apply.

26.10.010 Natural Environment.

26.10.011 Purpose.

The designation of Natural Environment on Richland's shorelines is to protect those shoreline areas that are relatively free of human influence or that include intact or minimally degraded shoreline functions intolerant of human use. These systems require that only very low intensity uses be allowed in order to maintain the ecological functions and ecosystem-wide processes. Consistent with the policies of the designation, the City will control the type and range of uses allowed and plan for restoration of degraded shorelines within this environment.

26.10.012 Designation Criteria.

The Natural Environment designation in Richland is assigned to shoreline areas that are relatively ecologically intact due to a low level of human disturbance, or areas which have been disturbed in the past but either have been isolated from human activity in the near past or are subject to a restoration program designed to restore natural ecological processes and functions. These areas are relatively free of structural shoreline modifications, structures, and intensive human uses.

26.10.013 Management Policies.

In applying the use chart in this Program, and the zoning allowed uses, the following shall guide the liberal interpretation of these regulations:

- A. A use with associated levels of human activity that would degrade the ecological functions or natural character of the shoreline area shall not be allowed.
- B. The following new uses are not allowed in the Natural Environment:
 1. Commercial uses;
 2. Industrial uses;
 3. Residential uses;
 4. Non-water-oriented recreation other than public access, or water-oriented recreation uses resulting in more than minor modification of shoreline vegetation and topography or in-stream structure; and

1 5. Roads, parking areas and utility corridors and utility facilities that can be feasibly located
2 outside of “natural” designated shorelines.

3 C. Scientific, historical, cultural, educational, research uses, and very low-intensity water-oriented
4 recreational access uses may be allowed provided that no significant ecological impact on the
5 area will result.

6 D. Any activity or significant vegetation removal that would reduce the capability of vegetation to
7 perform normal ecological functions is not allowed.

8 **26.10.020 Recreation Conservancy Environment.**

9 **26.10.021 Purpose.**

10 The Recreation Conservancy Environment on Richland’s shorelines seeks to satisfy some of the needs of
11 the community for low intensity recreation uses with minimal modification of the shoreline character.

12 The intensity of recreational uses should be designed to avoid alteration of existing vegetation as much as
13 feasible and introduce low levels of human use.

14 **26.10.022 Designation Criteria.**

15 A Recreation Conservancy Environment designation is assigned to public lands on the shoreline which
16 have been modified by past human uses or activities but retain a range of ecological functions such that
17 low intensity uses are most appropriate.

18 **26.10.023 Management Policies.**

19 In applying the use chart in this Program, and the zoning allowed uses, the following shall guide the
20 liberal interpretation of these regulations:

21 A. Management plans for these lands shall strike an appropriate balance between enjoyment of these
22 areas and limiting potential adverse effects to aquatic areas, the land, associated vegetation, and
23 wildlife. Some areas have the character of natural open space and shall receive a higher level of
24 protection.

25 B. A use with associated levels of human activity that would degrade the ecological functions or
26 natural character of the shoreline area should not be allowed.

27 C. The following new uses are not allowed in the Recreation Conservancy Environment:

- 28 1. Commercial uses, except for low intensity activities which enhance public enjoyment of the
29 land;
- 30 2. Industrial uses;
- 31 3. Residential uses;
- 32 4. Recreation uses requiring more than minor modification of shoreline vegetation and
33 topography;

5. In-stream structures of a magnitude that would alter natural geohydraulic processes or be a substantial visual intrusion to users of the area; and
 6. Roads, parking areas and utility corridors and facilities that can be feasibly located outside of shorelines.
- D. Scientific, historical, cultural, educational, research, and low-intensity recreational access uses, including paved trails for regional trail systems or ADA access may be allowed, provided that no significant ecological impact on the area will result. For the most part, soft surface trails should be employed.
- E. All activities or significant vegetation removal that would reduce the capability of vegetation to perform normal ecological functions is not allowed.
- F. Utility facilities should be located and designed to minimize impact on scenic views or aesthetic qualities and minimizes environmental impact.

26.10.030 Recreation Environment.

26.10.031 Purpose.

The Recreation Environment on Richland's shorelines is designed to satisfy the needs of the community for higher intensity recreation uses including both water-oriented and non-water-oriented uses. This environment includes existing and planned parks where native vegetation has been replaced by introduced species for aesthetic enjoyment as well as for active areas such as informal lawn areas, picnic areas and sports fields. The local community makes extensive use of developed parks along the shoreline for a variety of recreation uses and strongly supports these areas. Water-oriented uses are preferred, but non-water-oriented uses are allowed as long as the location and configuration does not substantially interfere with enjoyment of the shoreline.

26.10.032 Designation Criteria.

A Recreation Environment designation is assigned to public and private lands on the shoreline which have been modified by past human uses or activities and are devoted primarily to the public enjoyment of the shoreline and a variety of recreational activities.

26.10.033 Management Policies.

In applying the use chart in this Program, and the zoning allowed uses, the following shall guide the liberal interpretation of these regulations:

- A. A use with associated levels of human activity that would substantially degrade existing ecological functions of the shoreline area should not be allowed.
- B. The intensity of uses within the shoreline should generally follow a gradation with lower intensity uses nearer the shoreline and higher intensity uses at a greater distance, except for uses such as boat launches that require a shoreline location.
- C. The following new uses are not allowed in the Recreation Environment:

1. Industrial uses;
 2. Commercial uses, except for franchises granted by the City which enhance public enjoyment of the shoreline and the overall recreational setting; and
 3. In-stream structures of a magnitude that would alter natural geohydraulic processes or be a substantial visual intrusion to users of the area.
- D. A wide variety of recreation uses are appropriate with a preference for water-oriented uses and activities including beaches, in-water structures, boat launches and other facilities that enhance the public enjoyment of the shoreline, including active and passive uses such as boating, fishing, bird-watching, and similar uses.
- E. Non-water-oriented recreation uses such as lawn areas and picnic areas that are enhanced by the ability to enjoy the aesthetic qualities of the shoreline are the next priority.
- F. Active recreation uses such as sports fields may be located within shoreline jurisdiction, provided they do not displace opportunities for water-oriented uses. In general, such uses shall be located more than one hundred (100) feet from the OHWM, unless specific site conditions justify a closer location.
- G. Structures that serve recreation and community uses, including gymnasias and community centers, should be located outside shoreline jurisdiction unless specific site conditions justify a closer location.
- H. Roads and parking areas should be located as far from the water as feasible, preferably outside of shoreline jurisdiction.
- I. Utility facilities should be located and designed to minimize impact on scenic views or aesthetic qualities and minimize environmental impact.

26.10.040 Rural Environment.

26.10.041 Purpose.

The designation of Rural Environments on Richland's shorelines seeks to protect agricultural land and other historically rural areas from pressures of urban expansion, provide buffer areas between urban areas, protect ecological functions of the shoreline, and maintain open spaces and opportunities for recreational and other uses compatible with agricultural activities.

26.10.042 Designation Criteria.

The Rural Environment designation is applied to shoreline areas inside urban growth areas that are designated by the Comprehensive Plan as agricultural or zoned agriculture, suburban agriculture, or floodplain.

26.10.043 Management Policies.

In applying the use chart in this Program, and the zoning allowed uses, the following shall guide the liberal interpretation of these regulations:

- A. Uses in the Rural Environment are limited to those which sustain the shoreline area's physical and biological resources, and uses of a non-permanent nature that do not substantially degrade ecological functions or the rural or natural character of the shoreline area.
- B. Commercial and industrial uses are not allowed, except as directly related to agricultural use or products, including sale of products grown on the premises.
- C. Water-dependent and water-enjoyment recreation facilities are a preferred use, provided they do not deplete the resource over time. Boating facilities, angling, wildlife viewing trails, and swimming beaches are preferred uses.
- D. Residential subdivisions, including short plats, shall maintain an overall density of one (1) dwelling unit for every five (5) acres.

26.10.050 Residential Environment.

26.10.051 Purpose.

The Residential Environment on Richland's shorelines is designed to accommodate residential development and appurtenant structures at a variety of housing types and population densities consistent with the City's Comprehensive Plan and zoning. Protection is provided against hazards, objectionable influences, traffic, building congestion, and lack of light, air, and privacy. Certain compatible public service installations are permitted in residential use districts. An additional purpose is to provide appropriate public access and recreational uses, particularly associated with multi-family use.

26.10.052 Designation Criteria.

The Residential Environment designation is applied to shoreline areas inside urban growth areas that are designated by the Comprehensive Plan as predominantly single-family or multi-family residential development or are planned for residential development.

26.10.053 Management Policies.

In applying the use chart in this Program, and the zoning allowed uses, the following shall guide the liberal interpretation of these regulations:

- A. Standards for density or minimum frontage width, setbacks, lot coverage limitations, buffers, shoreline stabilization, vegetation conservation, sensitive area protection, and water quality are provided in this Program and in zoning regulations to assure no net loss of shoreline ecological functions, taking into account the environmental limitations and sensitivity of the shoreline area, the level of infrastructure and services available, and other comprehensive planning considerations.

- 1 B. Residential areas isolated from the shoreline by levees or by intervening land in public ownership
2 will have limited impact on shoreline resources, and are not subject to standards such as buffers if
3 the use of the intervening land interrupts natural ecological functions.

4 **26.10.060 Waterfront Use Environment.**

5 **26.10.061 Purpose.**

6 The Waterfront Use Environment is a special commercial and residential classification providing for the
7 establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, offices,
8 and other similar commercial, apartment, and multi-family uses which are consistent with waterfront-
9 oriented development. This environment encourages mixed special commercial and high-density
10 residential uses to accommodate a variety of lifestyles and housing opportunities, and enhances and
11 maintains existing ecological functions of shoreline and provides for maximum public access and
12 circulation.

13 **26.10.062 Designation Criteria.**

14 The Waterfront Use Environment designation is applied to shoreline areas inside urban growth areas that
15 are designated by the Comprehensive Plan for waterfront use.

16 **26.10.063 Management Policies.**

17 In applying the use chart in this Program, and the zoning allowed uses, the following shall guide the
18 liberal interpretation of these regulations:

- 19 A. Water-oriented uses shall be given highest priority for waterfront sites.
- 20 B. Mixed use, resort motel and hotel facilities, special commercial and similar uses are encouraged
21 to maximize public access and provide for aesthetic enjoyment of the shoreline for a substantial
22 number of people as a general characteristic of the use, and through location, design, and
23 operation, ensure the public's ability to enjoy the physical and aesthetic qualities of the shoreline.
- 24 C. Physical public access should be provided by the shoreline trail system.
- 25 D. Visual access should be provided by the shoreline trail system and by open space that provides
26 congregating areas for people to enjoy the aesthetic qualities of the shoreline, including seating
27 areas and compatible commercial uses.

28 **26.10.070 Industrial Conservancy.**

29 **26.10.071 Purpose.**

30 The Industrial Conservancy Environment is applied to the Port of Benton barging facilities in North
31 Richland to provide for transfer of waterborne cargos to land while maintaining the current generally
32 undeveloped condition of the shoreline area outside of those areas needed for port facilities.

26.10.072 Designation Criteria.

The Industrial Conservancy Environment designation is applied to the Port of Benton site on the Columbia River in North Richland.

26.10.073 Management Policies.

In applying the use chart in this Program, and the zoning allowed uses, the following shall guide the liberal interpretation of these regulations:

- A. Water-dependent uses shall be given highest priority, but should occupy only the area needed for the water-related elements of the use.
- B. Other industrial uses should be located outside of shoreline jurisdiction.
- C. The shoreline trail should be maintained and enhanced through the site with provisions for interruption of use only when the site is actively used for transfer of waterborne cargos.
- D. The open space and ecological functions of the site, particularly the area between the shoreline trail and the water, should be maintained and enhanced.

26.10.090 Aquatic Environment.

26.10.091 Purpose.

The purpose of the Aquatic Environment is to protect, restore, and manage the unique characteristics and resources of the areas waterward of the ordinary high water mark (OHWM).

26.10.092 Designation Criteria.

The Aquatic Environment is defined as the area waterward of the ordinary high water mark of all streams, rivers, and other water bodies constituting shorelines of the State, together with their underlying lands and their water column; but does not include associated wetlands and other shorelands shoreward of the ordinary high water mark. This designation is not found on the Shoreline Environment Map, but shall be assigned based on the description above.

26.10.093 Management Policies.

- A. Water-dependent uses and a limited range of water-oriented uses are allowed in the Aquatic Environment as necessary to meet other objectives of this Program, subject to allowed uses in adjacent upland shoreline environment designations and provision of shoreline ecological preservation and enhancement and public access.
- B. New over-water structures are allowed only to serve water-dependent uses, public access, or ecological restoration, and should be limited to the minimum necessary to support the structure's intended use. Multiple use of such structures may be required.
- C. Transportation, utility facilities, and essential public facilities may be allowed subject to demonstration that no alternative location is feasible.

1 D. All uses should minimize interference with surface navigation, allow for the safe, unobstructed
2 passage of fish and wildlife, particularly those species dependent on migration, prevent water
3 quality degradation, avoid alteration of natural hydrographic conditions, and consider impacts to
4 public views.

5 E. Ecological enhancement is an allowed and preferred use.

6 **26.20 General Regulations.**

7 **26.20.010 Shorelines of Statewide Significance.**

8 A. Applicability: The Shoreline Management Act of 1971 designated certain shoreline areas as
9 Shorelines of Statewide Significance. Within Richland's jurisdiction are Shorelines of Statewide
10 Significance. Shorelines thus designated are important to the entire State of Washington.
11 Because these shorelines are major resources from which all people in the State derive benefit,
12 this jurisdiction gives preference to uses which favor long-range goals and support the overall
13 public interest.

14 B. Decision Criteria: Every project located on a Shoreline of Statewide Significance shall address
15 the following criteria in order of preference in all permit review, in addition to other criteria
16 provided by this Program:

17 1. Recognize and protect the statewide interest over local interests by:

- 18 a. Recognizing and taking into account state agencies' policies, programs, and
19 recommendations in developing and administering use regulations and in approving
20 shoreline permits.
- 21 b. Recognizing the following statewide interest specific to the Columbia River:
- 22 i. Protect, preserve and restore natural resources and ecological functions, including,
23 but not limited to, those associated with endangered species or state priority species,
24 commercial and recreational fisheries, and tribal fishing rights;
- 25 ii. Promote recreational use and public access;
- 26 iii. Promote water-dependent port uses consistent with other goals of the Program.

27 c. Recognizing the following statewide interest specific to the Yakima River:

- 28 i. Preserve and restore ecological functions, particularly those associated with
29 endangered species, commercial and recreational fisheries, and tribal fishing rights;
- 30 ii. Promote recreational use and public access.

31 2. Preserve the natural character of the shoreline.

- 32 a. Designate and administer shoreline environments and use regulations to minimize
33 damage to the ecology and environment of the shoreline as a result of man-made
34 intrusions on shorelines.

- b. Upgrade and redevelop those areas where intensive development already exists in order to reduce adverse impact on the environment, and to accommodate future growth rather than allowing high-intensity uses to extend into low-intensity use or underdeveloped areas.
 - c. Protect, preserve, and enhance diversity of vegetation and habitat values, wetlands, and riparian corridors associated with shoreline areas.
 3. Result in long-term over short-term benefit.
 - a. Evaluate the short-term economic gain or convenience of developments relative to the long-term potential for impairment of natural shoreline functions.
 - b. In general, preserve resources and values of Shorelines of Statewide Significance for future generations, and restrict or prohibit development that would irretrievably damage shoreline resources. Actions that would convert resources into irreversible uses or detrimentally alter natural conditions characteristic of Shorelines of Statewide Significance should be severely limited. Restoration should be required where natural resources of statewide importance are diminished over time by cumulative impacts.
 - c. Actively promote aesthetic considerations when contemplating new development, redevelopment of existing facilities, or general enhancement of shoreline areas.
 4. Protect the resources and ecology of the shoreline.
 - a. Minimize development activity that will interfere with the natural functioning of the shoreline ecosystem, including, but not limited to, stability, drainage, aesthetic values, and water quality.
 - b. All shoreline development should be located, designed, constructed, and managed to avoid disturbance of and minimize adverse impacts to fish and wildlife resources, including migratory routes and areas used for spawning, nesting, rearing, and habitat.
 - c. Restrict or prohibit public access onto areas with high ecological value which cannot be maintained in a natural condition under intensive human use.
 - d. Shoreline materials including, but not limited to, bank substrate, soils, beach sands and gravel bars should be left undisturbed by shoreline development. Gravel mining should be severely limited in shoreline areas.
 - e. Preserve environmentally sensitive wetlands for use as open space or buffers and encourage restoration of currently degraded areas.
 5. Increase public access to publicly owned areas of the shoreline.
 - a. Retain and enhance public access to the shoreline, including passive enjoyment, recreation, fishing, and other enjoyment of the shoreline and public waters consistent with the enjoyment of property rights of adjacent lands.

- b. Give priority to developing a system of linear access consisting of paths and trails for pedestrians and non-motorized vehicles along the shoreline areas, providing connections across current barriers such as highways and railroads, and connecting to upland parking that enhance access to the community as a whole.
 - c. Provide multi-purpose non-motorized trail facilities also serving the mobility impaired wherever feasible.
6. Increase recreational opportunities for the public on the shoreline.
 - a. Plan for and encourage development of facilities for recreational use of the shoreline, including boat launches, while preserving or mitigating ecological functions.
 - b. Retain and enhance public open space and parks along the shoreline to maximize public enjoyment while preserving ecological functions.

26.20.020 Ecological Functions, No Net Loss.

- A. Shoreline land uses and activities that may have adverse impacts on the environment should be minimized during all phases of development (e.g. design, construction, management and use) to ensure no net loss of ecological functions and processes. Permitted uses are designed and conducted to minimize, in so far as feasible, any resultant damage to the ecology and environment. Shoreline ecological functions that shall be protected include, but are not limited to, fish and wildlife habitat, food chain support, and water temperature maintenance. Shoreline processes that shall be protected include, but are not limited to, water flow; erosion and accretion; infiltration; ground water recharge and discharge; sediment delivery, transport, and storage; large woody debris recruitment; organic matter input; nutrient and pathogen removal; and stream channel formation/maintenance. In recognition of the importance of shorelines in an arid environment to a wide range of bird species, new construction and major renovation projects shall incorporate bird-friendly building materials and design features, including, but not limited to, those recommended by the American Bird Conservancy Guidelines for Bird-friendly Design.
- B. An application for any permit or approval shall demonstrate all reasonable efforts have been taken to provide sufficient mitigation such that the activity does not result in net loss of ecological functions. Mitigation shall occur in the following prioritized order:
 1. Avoiding the adverse impact altogether by not taking a certain action or parts of an action, or moving the action.
 2. Minimizing adverse impacts by limiting the degree or magnitude of the action and its implementation by using appropriate technology and engineering, or by taking affirmative steps to avoid or reduce adverse impacts.
 3. Rectifying the adverse impact by repairing, rehabilitating, or restoring the affected environment.
 4. Reducing or eliminating the adverse impact over time by preservation and maintenance operations during the life of the action.

5. Compensating for the adverse impact by replacing, enhancing, or providing similar substitute resources or environments. Preference shall be given to measures that replace the impacted functions on-site or in the immediate vicinity of the impact. However, alternative compensatory mitigation within the watershed that addresses limiting factors or identified critical needs for shoreline resource conservation based on watershed or comprehensive resource management plans may be authorized.
 6. Monitoring the adverse impact and taking appropriate corrective measures.
- C. Applicants for permits have the burden of proving that the proposed development is consistent with the criteria set forth in the Shoreline Master Program and the Shoreline Management Act of 1971, including demonstrating all reasonable efforts have been taken to provide sufficient mitigation such that the activity does not result in net loss of ecological functions.

26.20.030 Sensitive Areas.

Sensitive areas within the shoreline jurisdiction shall be regulated in accordance with Chapter 26.60 of this Program and include:

- Article I. General Introduction
- Article II. Wetlands
- Article III. Fish and Wildlife Habitat Areas
- Article IV. Geologic Hazard Areas
- Article V. Aquifer Protection Areas
- Article VI. Flood Hazard Areas
- Article VII. General Information

26.20.040 Shoreline Vegetation Conservation.

In addition to the Sensitive Areas standards of Chapter 26.60, the following shall apply to development on the shoreline:

- A. A vegetation management plan for City parks and recreation areas, including both developed and undeveloped lands, that protects ecological functions and results in no net loss of these functions through operations, maintenance, or restoration actions in these areas shall be developed and implemented in coordination with the U.S. Army Corps of Engineers. Include integrated vegetation management for control of invasive weeds, and replace existing invasive species with native or compatible species that perform ecological functions similar to native species. Native species are preferred in underdeveloped areas of the shoreline.
- B. A vegetation management plan shall be required for all sensitive area buffer areas with degraded native vegetation within SMA jurisdiction and shall:
 1. Maintain adequate cover of native vegetation including trees and understory. If a portion of the buffer has been cleared, or if tree cover is substantially less than a native climax community, enhancement plantings shall be installed.

2. Provide a dense screen of native trees at the perimeter of the buffer to provide and protect ecological functions and prevent viewing of adjacent development from within the buffer. If existing vegetation or topographic features are not sufficient for these purposes, planting shall be required. Fencing may be required if needed to block headlights or other sources of light or to provide an immediate effective visual screen.
 3. Provide an integrated vegetation management plan for control of invasive weeds, and replace existing invasive species with native or compatible species.
 4. Provide a monitoring and maintenance plan. This provision may be waived for single-family residential lots.
- C. In cases where approved development results in unavoidable adverse impacts to existing shoreline vegetation, mitigation shall be required to ensure that there will be no net loss of the ecological functions. Mitigation shall take place on-site to the maximum extent feasible. A guarantee, in the form of a bond or other security device, shall be required to assure successful establishment, including an appropriate monitoring period.
- D. Mitigation plans shall be completed before initiation of other permitted activities, unless a phased or concurrent schedule assuring completion prior to occupancy is approved.
- E. Lawns and other non-native vegetation maintained within shoreline jurisdiction shall minimize use of chemical fertilizers, pesticides, herbicides, or other similar substances. Such chemical treatments shall be applied in accordance with manufacturer's recommendations and associated local, state, and federal laws and regulations. Applications in solid time release form shall be preferred over liquid or concentrate application. Best Management Practices (BMPs) shall be implemented in all chemical applications.
- F. Aquatic weed management by prevention is the first priority. Where active removal or destruction is necessary, it should be the minimum required to allow water-dependent activities to continue, minimize negative impacts to native plant communities, and include appropriate handling or disposal of weed materials.
1. Aquatic weed control shall only occur when native plant communities and associated habitats are threatened, or where an existing water-dependent use is restricted by the presence of weeds. Aquatic weed control shall occur in compliance with all other applicable laws and standards.
 2. The control of aquatic weeds by derooting, rotovating or other method which disturbs the bottom sediment, shall be considered development for which a shoreline permit is required, unless it will maintain existing water depth for navigation in an area covered by a previous permit for such activity, in which case it shall be considered normal maintenance and repair, and therefore exempt from the requirement to obtain a shoreline permit.
 3. Use of herbicides to control aquatic weeds shall be prohibited except where no reasonable alternative exists and weed control is demonstrated to be in the public's interest.

1 **26.20.050 Public Access.**

- 2 A. Public access on the Columbia River is currently provided by a nearly continuous Riverfront Trail
3 system developed by the City on public and private lands. Future public access on public and
4 private lands should be consistent with the overall strategy for providing continuous trails along
5 the shoreline. Future development may be required to reconfigure the existing trail to provide
6 enhanced public access and fit with specific development plans, including public and private open
7 space.
- 8 B. Public access on the Yakima River should be guided by the adopted City and regional trail plans.
9 Future public access on public and private lands should be consistent with the overall strategy for
10 providing continuous trails along the shoreline while taking into consideration the range of
11 ecological functions and sensitivities of different areas. Future development shall provide public
12 access consistent with the trail plan, and may provide additional trails subsidiary to the main trail,
13 where such opportunities are available to provide enhanced public access and fit with specific
14 development plans, including public and private open space.
- 15 C. Physical public access is preferred to solely visual access. Where physical public access is
16 determined not feasible, the applicant shall incorporate visual public access. Visual public access
17 may consist of view corridors, viewpoints, or other means of visual approach to public waters.
18 Physical public access may consist of a dedication of land or easement and a physical
19 improvement in the form of a trail, park, or other area serving as a means of physical approach to
20 public waters.
- 21 D. All developments requiring Shoreline Substantial Development or Special Use Permits, and all
22 subdivision or development of more than four (4) lots or residential units, shall provide public
23 access to the shoreline unless criteria (1) and (2) below are met:
- 24 1. The applicant demonstrates one or more of the following provisions apply:
- 25 a. Unavoidable health or safety hazards to the public would accompany public access that
26 cannot be avoided by application of alternative design features or other solutions;
- 27 b. Inherent security requirements of the use cannot be satisfied through the application of
28 alternative design features;
- 29 c. The cost of providing the access, easement, or an alternative amenity, or mitigating the
30 impacts of public access, is unreasonably disproportionate to the total long-term cost of
31 the proposed development;
- 32 d. Unacceptable environmental harm will result from the public access that cannot be
33 mitigated;
- 34 e. Significant undue and unavoidable conflict between any access provisions and the
35 proposed use and/or adjacent uses would occur and cannot be mitigated; or

- f. Public access is provided by a public entity through implementation of a public access plan incorporated into its master plan, developed through a public participation process and incorporated into this Program.
 2. Based on documentation provided by the applicant, the City determines that all reasonable alternatives have been exhausted, including, but not limited to:
 - a. Limiting the size or placement of public access facilities;
 - b. Regulating access by such means as maintaining a gate and/or limiting hours of use;
 - c. Designing separation of uses and activities (e.g. fences, terracing, use of one-way glazing, hedges, landscaping, etc.); and
 - d. Providing for access at a site geographically separated from the proposal, including contribution to regional trail or public access plans.
- E. The following activities generally are not required to provide public access, except as determined on a case-by-case basis as part of development review:
 1. Single-family development of four (4) or fewer units;
 2. Dredging;
 3. Landfill and excavation;
 4. Mining;
 5. Private docks serving four (4) or fewer units;
 6. Minor additions or changes to an existing use that does not change the configuration of the existing use or add substantial facilities; or
 7. Ecological restoration or enhancement activities not associated with a development.
- F. Specific provisions for public access shall be evaluated on a case-by-case basis to ensure that they are of the kind, quality and scope to provide a substantial public benefit with respect to the Shoreline Management Act's objectives, and do not create a disproportionate impact on landowners.
- G. The amount and configuration of public access required shall depend on the proposed use(s), the range of ecological functions and sensitivities of different areas on a site, the shoreline environmental designation, and the following criteria:
 1. Any development or use that creates increased demand for public access to the shoreline shall provide public access to mitigate this impact.
 2. Any development or use that interferes with an existing public access shall provide public access to mitigate this impact.
 3. Development within the Waterfront Environment is encouraged to provide public access in the form of a public plaza meeting the criteria in RMC 26.30.40(F)(2).

- 1 4. Uses and developments that utilize aquatic lands shall provide public access consistent with
2 maintaining the use and public safety. Public access shall be provided generally equivalent to
3 ten to twenty percent (10% - 20%) of the public harbor land or aquatic land utilized. Where
4 over-water access is found to be infeasible pursuant to subsection (D) of this section, upland
5 on and off-site facilities may be approved as an alternative. Single-family residential uses or
6 uses that are developed with public funding or other public resources are exempt from this
7 criterion.
- 8 5. New or expanded dikes and levees shall provide linear public access trails along the facility.
- 9 6. Public roads or other public facilities parallel to or crossing shorelines shall provide public
10 access trails or sidewalks within the right-of-way. Additional right-of-way acquisition may
11 be required to provide public access.
- 12 7. Public utilities within the shoreline, other than distribution facilities, shall provide public
13 access consistent with maintaining the use and public safety.
- 14 H. Public access shall be consistent with the shoreline environmental designation and may consist of
15 a physical improvement in the form of a walkway, trail, bikeway, corridor, viewpoint, park, deck,
16 observation tower, pier, boat launching ramp, dock or pier area, or other area serving as a means
17 of view and/or physical approach to public waters, and may include interpretive centers and
18 displays. Public access improvements shall meet the following location and design criteria:
 - 19 1. Public access shall be provided as close (horizontally and vertically) as feasible to the water's
20 edge to provide the general public with opportunity to reach, touch, view, and enjoy the
21 water's edge, provided that public access does not adversely affect sensitive ecological
22 features or lead to an unmitigated reduction in ecological functions.
 - 23 2. If open space is provided along the shoreline in the form of sensitive area buffers, and public
24 access can be provided in a manner that will not result in a loss of ecological function, a
25 public pedestrian access walkway along and parallel to the waterfront of the property is the
26 preferred design. The walkway shall be set back from sensitive features and may provide
27 only limited and controlled access to the water's edge. Fencing may be provided to control
28 damage to plants and other sensitive features and shall provide for wildlife movement. Soft
29 surface trails of limited width should be specified, where appropriate, to reduce impacts to
30 ecologically sensitive resources.
 - 31 3. Public access shall be connected directly to the nearest public street; shall include provisions
32 for physically impaired persons where feasible and where additional impact on ecological
33 functions will not occur; and shall be located adjacent to and connect with other public areas,
34 accesses, and connecting trails.
 - 35 4. Where physical access to the water's edge is not present or appropriate, a public viewing area
36 shall be provided in cases where views of the water or shoreline are available.
 - 37 5. In natural open space zones, the need for trails for ADA access should be balanced with the
38 extent of alteration of the natural environment required to accommodate such facilities.

- 1 6. Design shall minimize intrusions of privacy for both site users and public access users by
2 avoiding locations adjacent to windows and/or outdoor private open spaces, or by screening
3 or other separation techniques.
- 4 7. Design shall provide for the safety of users, including the control of offensive conduct
5 through providing public visibility (not including removal of buffer vegetation), or provision
6 of specific oversight. The Administrator may authorize public access to be temporarily
7 closed to develop a program to address offensive conduct. If offensive conduct cannot be
8 reasonably controlled, alternative facilities may be approved as a permit revision.
- 9 8. Public amenities appropriate to the use of the public access space shall be provided. These
10 amenities may include, but are not limited to, benches, picnic tables, public docks and
11 sufficient public parking.
- 12 9. Public restrooms and facilities for animal waste may be required as part of public access
13 amenities for developments by public entities or commercial developments that attract a
14 substantial number of persons.
- 15 I. View Protection.
- 16 1. Shoreline development shall be designed to avoid blocking, reducing, or adversely interfering
17 with the public's existing visual access to the water and shorelines.
- 18 2. Development and uses on public lands such as parks, open space, street ends, rights-of-way
19 and utilities shall provide visual access corridors where views of water bodies are available
20 from public roadways and public viewpoints to the extent feasible, consistent with facilities
21 for water-dependent use or recreation use and maintenance of native vegetation buffers for
22 sensitive areas.
- 23 J. Public access shall be maintained over the life of the use or development. Future actions by the
24 applicant, successors in interest, or other parties shall not diminish the usefulness or value of the
25 public access provided.
- 26 1. Required public access sites shall be fully developed and available for public use at the time
27 of occupancy of the use or activity, or in accordance with provisions for guaranteeing
28 installation through a performance assurance.
- 29 2. Public access provisions shall be recorded as an easement or a dedication to the public on the
30 face of a plat or short plat. Said recording with the Benton County Auditor's Office shall
31 occur at the time of building permit approval or plat recordation, whichever comes first.
- 32 3. Maintenance of the public access shall be the responsibility of the owner unless expressly
33 accepted by a public or non-profit agency.
- 34 4. The minimum width of public access easements shall be fifteen (15) feet, unless the City
35 determines that undue hardship would result. In such cases, easement width may be reduced
36 only to the minimum extent necessary to relieve the hardship.

1 5. Public access shall be available to the public twenty-four (24) hours per day unless specific
2 exceptions are granted through the Substantial Development Permit process where safety
3 hazards to users or adjacent uses are substantiated.

4 6. Public access signs bearing the standard state-approved logo or other approved design shall
5 be installed and maintained by the applicant and owner. The sign(s) must indicate the
6 public's right of access and hours of access, and shall be installed in conspicuous locations at
7 public access sites. Signs may display restrictions of public access as approved by a specific
8 condition of permit approval.

9 K. Public access afforded by shoreline street ends, public utilities and rights-of-way shall be
10 preserved, maintained and enhanced pursuant to RCW 35.79.035 and RCW 36.87.130.

11 **26.20.060 Signs.**

12 A. All signs shall be located and designed to be compatible with the aesthetic quality of the existing
13 shoreline and adjacent land and water uses. Signs shall minimize interference with vistas,
14 viewpoints, and visual access to the shoreline.

15 B. All signs shall be permitted in accordance with the procedures of Title 27 RMC in addition to this
16 Program.

17 C. Freestanding commercial signs are prohibited between buildings and the shoreline, except for
18 public information signs.

19 D. Except where no feasible location outside of SMA jurisdiction is available, signs placed in SMA
20 jurisdiction should be limited to public information signs directly relating to a shoreline use or
21 activity, water navigational signs, and legally required highway and railroad signs necessary for
22 operation, safety and direction.

23 E. Over-water signs or signs on floats or pilings shall be allowed only when serving a related water-
24 dependent use, and only when the primary users of the facility approach by water and would not
25 be served by land-mounted signs.

26 F. Lighted signs shall be hooded, shaded, or aimed so that lighting will not result in glare when
27 viewed from public access facilities or watercourses.

28 G. Conceptual sign plans and design guidelines shall be submitted for review and approval at the
29 time of shoreline permit application, and shall be utilized in future review of sign permits for the
30 property.

31 H. Signs shall not be permitted where their location or design obstructs or otherwise interferes with
32 traffic movement, or where the location or orientation unnecessarily interferes with upland users.

33 **26.20.070 Archaeological Areas and Historic Sites.**

34 Included on Richland's shorelines are areas known to be of significant archaeological and historic value.
35 The Washington State Department of Archaeology and Historic Preservation is recognized as the
36 authority on matters concerning areas recorded as important archaeological or historic sites. In addition,

Memoranda of Understanding with tribes should apply in accordance with the terms of such agreement(s).

- A. Prior to approval of any permit requests, City of Richland staff shall consult with the Washington State Department of Archaeology and Historic Preservation for the purpose of identifying potentially valuable archaeological data, and for recommendations concerning preservation or salvage of the data identified.
- B. Developers and property owners shall, in the event of discovery of archaeological resources during excavation, immediately stop work and notify the City of Richland and the Washington State Department of Archaeology and Historic Preservation. Development may resume only after approval by the Department of Archaeology and Historic Preservation (DAHP). The City or DAHP will notify tribes if the nature of the resource so warrants.
- C. Where a professional archaeologist or historian recognized by the State of Washington has identified an area or site as having significant cultural value, or where such area is listed on a national, state, or local historic register, the City may require evaluation of the resource and application of appropriate mitigation measures as a condition of permit issuance.
- D. Permits for development in shoreline areas documented to contain archaeological resources shall require inspection of the site prior to and during construction by a professional archaeologist in coordination with potentially affected Indian tribes.

26.20.080 Water Quality, Stormwater, and Non-Point Pollution.

- A. All development activities approved under Title 26 RMC shall be designed and maintained in a manner consistent with the City's Stormwater Management Plan and adopted engineering design standards. All proposed stormwater control and stormwater discharges shall be in compliance with the latest Department of Ecology Stormwater Manual for Eastern Washington.
- B. Shoreline development shall be designed and maintained to minimize the need for chemical treatments, including application of fertilizers, pesticides and herbicides, in order to prevent contamination of surface and ground water resources.
- C. All structures placed within water bodies or that may come in contact with water shall be constructed of materials that will not adversely affect water quality or aquatic plants and animals. Materials treated with creosote are prohibited in the shoreline environment.

26.20.090 Boat and Vessel Facilities.

- A. All boating uses, development, and facilities shall protect the rights of navigation, shall demonstrate that they result in no net loss of ecological functions, and may be required to provide on-site and off-site mitigation.
- B. Shared moorage serving single-family use consisting of docks and piers with more than four (4) berths, commercial moorage available to the general public, and moorage related to clubs or other

groups not associated with a particular residential development are regulated as marinas under Section 26.30.060 of this Program.

C. Joint-use/shared docks and piers with four (4) or fewer berths or any number of mooring buoys are regulated under this section.

D. Boating facilities shall avoid:

1. Braided or meandering river channels where the channel is subject to change in alignment or on point bars or other accretion beaches;
2. Areas where shoreline modification is required for approach and other upland facilities;
3. Locations where they would adversely impact upland riparian or nearshore habitat for aquatic species;
4. Locations where they would adversely affect flood channel capacity or create a flood hazard; and
5. Locations where water depths for vessels are not adequate without dredging.

E. Boating facilities, except those accessory to single-family residences, shall provide public access in accordance with RMC 26.20.050, Public Access, and shall be located and designed such that existing public access to public shorelines is not obstructed nor made hazardous.

F. All in- and over-water structures shall be constructed of materials that will not adversely affect water quality or aquatic plants and animals over the long term. Wood treated with creosote, pentachlorophenol, or other similarly toxic materials is prohibited. Docks generally shall be constructed of untreated materials, such as untreated wood, approved plastic composites, concrete, or steel.

G. Vessels shall be restricted from extended mooring on waters of the State except when such mooring is allowed by state regulations, a lease or other permission is obtained from the State, and impacts to navigation and public access are mitigated.

H. Boat Launches.

1. Boat launches accessory to single-family and multi-family residential uses are prohibited.
2. Private boat launches shall be allowed only for water-dependent uses and marinas, and only when it is demonstrated that public boat launches will not feasibly serve the use. Rail and track systems shall be preferred over concrete ramps.
3. New public boat launches for general public use, or expansion of public boat launches by adding launch lanes, shall demonstrate that:
 - a. Water depths are adequate to avoid the need for dredging and eliminate or minimize potential loss of shoreline ecological functions or other shoreline resources from offshore or foreshore channel dredging.

- b. Adjacent residential properties will not be adversely affected by adverse proximity impacts such as noise, light and glare, or scale and aesthetic impacts. Fencing or landscape areas may be required to provide a visual screen.
 - c. Exterior lighting will not adversely impact aquatic species.
 - d. Adequate provisions are made for restroom, sewage, and solid waste disposal facilities in compliance with applicable health regulations.
 - e. Access and parking shall not produce traffic hazards, shall not result in excessive noise or other impacts, shall minimize traffic impacts on nearby streets, and shall include adequate parking for boat trailers. Parking on public streets may be allowed for peak periods if it is demonstrated that such parking will not adversely impact through traffic or residential uses.
- I. New moorage to serve a single-family residence may be allowed only if:
1. An applicant demonstrates that existing facilities (boat launches and public and private marinas) are not reasonably available to meet demand.
 2. The lot does not have access to shared moorage in an existing subdivision and there is no homeowners' association or other corporate entity capable of developing shared moorage.
 3. In cases where a new dock or pier is approved, the City may require an agreement to share with nearby residences with water frontage and provide for expansion to serve such additional users.
- J. A dock or pier serving a single-family residence shall meet the following standards:
1. Piers and ramps.
 - a. To prevent damage to shallow-water habitat, piers and/or ramps shall extend at least forty (40) feet perpendicular from the ordinary high water mark (OHWM). In some instances and sites, it may not be practical to extend a ramp forty (40) feet from the OHWM (for instance, where this could conflict with navigation). The City may grant exceptions on a case-by-case basis based on documentation of specific limitations that exist, and in coordination with other permitting agencies.
 - b. Piers and ramps shall be no more than four (4) feet in width.
 2. The bottom of either the pier or landward edge of the ramp shall be elevated at least two (2) feet above the plane of the OHWM.
 - a. Grating shall cover the entire surface area (100%) of the pier and/or ramp. The open area of grating shall be at least fifty percent (50%), as rated by the manufacturer.
 - b. Skirting shall not be placed on piers, ramps, or floats. Protective bumper material will be allowed along the outside edge of the float as long as the material does not extend below the bottom edge of the float frame or impede light penetration.

- 1 c. Shoreline concrete anchors must be placed at least ten (10) feet landward from the
2 OHWM, and shall be sized no larger than 4-feet wide by 4-feet long, unless otherwise
3 approved by the City, NOAA Fisheries, the U.S. Army Corps of Engineers, and the
4 Washington Department of Fish and Wildlife. The maximum anchor height shall be only
5 what is necessary to elevate the bottom of either the pier or landward edge of the ramp at
6 least two (2) feet above the plane of the OHWM. The intent of this criterion is to limit
7 impacts to riparian vegetation along the shoreline. The City may grant exceptions from
8 the ten (10) foot landward requirement on a case-by-case basis if site conditions warrant
9 based on documentation of specific limitations that exist, and in coordination with other
10 permitting agencies.

11 3. Preservatives.

- 12 a. The dock shall be built with materials that do not leach preservatives or other materials.
13 b. No treated wood of any kind shall be used on any overwater structure (float, pier, or
14 ramp).
15 c. No paint, stain, or preservative shall be applied to the overwater structure.

16 4. General.

- 17 a. No electricity shall be provided to, or on, the overwater structure.
18 b. No boat lifts or watercraft lifts (e.g., jet ski lifts) of any type will be placed on, or in
19 addition to, the overwater structure. The City may grant exceptions on a case-by-case
20 basis in coordination with other permitting agencies if the applicant can demonstrate that
21 the proposed boat lift meets the intent of the criteria to minimize structure, maximize
22 light penetration, and maximize depth. However, these structures must meet the size
23 criteria of the plan (total 160 square feet).
24 c. Shoreline armoring (i.e., bulkheads, rip-rap, and retaining walls) shall not occur in
25 association with installation of the overwater structure.
26 d. Construction of the overwater structure shall be completed during the in-water work
27 window (November 1 to February 28).

28 5. Piling and float anchors.

- 29 a. Piling shall not exceed eight (8) inches in diameter. The intent of this criterion is not to
30 require existing pilings to be removed, cut, or capped, but to place limits on the size of
31 new pilings. The City may grant exceptions on a case-by-case basis in coordination with
32 other permitting agencies in areas where safety considerations merit larger pilings.
33 b. Pilings shall be spaced at least eighteen (18) feet apart on the same side of any
34 component of the overwater structure. The pier/ramp and float are separate components.

- 1 c. Each overwater structure shall utilize no more than four (4) piles total for the entire
2 project. A combination of two (2) piles and four (4) helical anchors may be used in place
3 of four (4) piles.
- 4 d. All pilings shall be fitted with devices to prevent perching by piscivorous (fish-eating)
5 birds.
- 6 e. Submerged float anchors will be constructed from concrete, and shall be horizontally
7 compressed in form, by a factor of five (5) or more, for a minimum profile above the
8 stream bed (the horizontal length and width will be at least five (5) times the vertical
9 height). A helical screw anchor may be utilized where substrate allows. The owner shall
10 be responsible for demonstrating feasibility and for proper installation such that anchor
11 displacement does not occur.
- 12 f. No in-water fill material will be allowed, with the exception of pilings and float anchors.
13 Uncured concrete or its by-products shall not be allowed.
- 14 6. Floats.
- 15 a. Float components shall not exceed the dimensions of eight by twenty (8 x 20) feet, or an
16 aggregate total of 160 square feet, for all float components.
- 17 b. Flotation materials shall be permanently encapsulated to prevent breakup into small
18 pieces and dispersal in water (e.g., rectangular float tubs).
- 19 c. Grating shall cover one hundred percent (100%) of the surface area of the float(s). The
20 open area of the grating shall be no less than fifty percent (50%), as rated by the
21 manufacturer.
- 22 d. Functional grating will cover no less than fifty percent (50%) of the float.
- 23 e. Floats shall not be located in shallow-water habitat where they could ground or impede
24 the passage or rearing of any salmonid life stage.
- 25 f. Nothing shall be placed on the overwater structure that will reduce natural light
26 penetration through the structure.
- 27 g. Floats shall be positioned at least forty (40) feet horizontally from the OHWM and no
28 more than one hundred (100) feet from the OHWM, as measured from the landward-most
29 edge of the float. Adjustments to this requirement may be made on an individual basis
30 where strict compliance with this standard may present safety issues or be excessive for
31 site conditions.
- 32 h. Project construction shall cease under high flow conditions that could result in inundation
33 of the project area, except for efforts to avoid or minimize resource damage.
- 34 K. Shared residential docks and piers shall generally meet the standards for single-family docks
35 above, except that the number of floats and the size of piers and other facilities may be increased
36 to serve additional slips to provide one moorage space per residence served.

1 L. Docks and piers shall be set back a minimum of ten (10) feet from side property lines, except that
2 joint-use facilities may be located closer to, or upon, a side property line when agreed to by
3 contract or covenant with the owners of the affected properties. This agreement shall be recorded
4 with the Benton County Auditor, and a copy filed with the shoreline permit application.

5 M. Moorage related to subdivision.

6 1. New subdivisions and short plats shall contain a restriction on the face of the plat prohibiting
7 individual docks. A site for community or shared moorage shall be designated on the plat
8 and owned in undivided interest by property owners within the subdivision. Shared moorage
9 facilities shall be available to lots with water frontage in the subdivision. The over-water area
10 of the dock shall be made available to other lots and the public for community access, and
11 may be required to provide public access depending on the scale of the facility.

12 2. Approval of a shared moorage for a subdivision shall be subject to the following criteria:

13 a. There is no reasonably available public or private moorage that can serve the moorage
14 needs of the residences or the subdivision.

15 b. Shared moorage to serve new development shall be limited to the amount of moorage
16 needed to serve lots with water frontage. One moorage space per lot may not be
17 presumed.

18 c. The size of a dock must consider the use of mooring buoys for some or all moorage
19 needs, and the use of all or part of the dock to allow tender access to mooring buoys.

20 d. Public access shall be provided in all shared docks utilizing public aquatic lands that
21 accommodate five (5) or more vessels.

22 3. If a community or shared dock is not developed at the time of subdivision, a community
23 association shall be established with the authority to levy assessments within the subdivision
24 to construct and maintain a community dock in the future. The failure of a subdivision to
25 develop a community or shared dock shall not affect the prohibition on individual docks.

26 N. Multi-family residences, hotels, motels, and other commercial developments proposing to provide
27 moorage facilities shall meet the criteria for a marina. Use of the moorage must be open to the
28 general public on the same basis as residents or occupants and shall provide public access. If
29 approved, no more than one joint-use moorage facility may be provided for a parcel or
30 development.

31 O. Applications for docks or piers serving single commercial or industrial enterprises shall
32 demonstrate that:

33 1. The facility serves a water-dependent use;

34 2. The facility is the minimum size required to serve the proposed use, provided that provisions
35 for expansion or future joint use may be provided; and

- 1 3. The facility minimizes impacts to the extent feasible. Where impacts are unavoidable, the
2 facility mitigates impacts to navigation, aquatic habitat, upland habitat, public access to the
3 water for recreation, fishing and similar use, and public access to publicly accessible lands
4 below the OHWM.

5 P. Commercial or industrial moorage facilities shall demonstrate that:

- 6 1. The dock or pier shall be the minimum length required to serve the use.
7 2. Access from the shore to piers or floats shall minimize water cover in order to minimize
8 impacts to shallow water habitat.
9 3. Piers and ramps shall be elevated to provide the maximum feasible light penetration.
10 4. Grating, or clear translucent material, shall be utilized to the maximum extent feasible to
11 provide light penetration.
12 5. Floats shall be constructed and attached so that they do not ground out on the substrate.
13 6. Pile spacing shall be the maximum feasible to minimize shading and avoid a "wall" effect
14 that would block or baffle wave patterns, currents, littoral drift, or movement of aquatic life
15 forms, or result in structure damage from driftwood impact or entrapment.
16 7. Pile diameter shall be minimized while meeting structural requirements.
17 8. Covered structures may be permitted only to serve a water-dependent use where it is
18 demonstrated that adequate upland sites are not feasible, and it is demonstrated that the area
19 covered is the minimum necessary to serve the use.

20 **26.30 Use Regulations.**

21 **26.30.010 Use and Dimensional Standards.**

22 **26.30.011 Use Table.**

23 The following use activity-shoreline environment compatibility chart shall be consulted as a general guide
24 to determine permitted uses in the various shoreline environments. Use activities permitted or requiring a
25 Special Use Permit must be developed in accordance with all policies and regulations of the Shoreline
26 Program.

- 27 A. All land uses allowed are subject to the preference for water-oriented uses and subject to specific
28 criteria for uses included in these regulations.
29 B. Uses allowed in the Aquatic Environment are those allowed in the adjacent upland environment,
30 limited to water-dependent use, ecological enhancement, and those transportation and utility
31 facilities and essential public facilities for which no alternative location is feasible.
32 C. If a use is prohibited in the underlying zoning district, it is also prohibited in the shoreline.
33 D. KEY: X= Prohibited, P= Permitted, A= Permitted as an Accessory Use, SU= Special Use Permit
34

Land Use	Natural	Recreation Conservancy	Recreation	Rural	Residential	Waterfront	Industrial Conservancy
Resource Uses							
Agricultural Use	X	X	X	P	X	X	X
Raising Crops, Trees, Vineyards	X	X	X	P	X	X	X
Limited raising or keeping of small & large livestock	X	X	X	P	X	X	X
Roadside stands and on-farm markets for marketing fruit or vegetables	X	X	X	P	X	X	X
Animal feeding operations/concentrated animal feeding operations (AFO/CAFOs)	X	X	X	SU	X	X	X
Mining	X	X	X	SU	X	X	X
Automotive, Marine and Heavy Equipment							
Automotive Repair Shops/Service Stations/Part Sales	X	X	X	X	X	X	X
Boat Building	X	X	X	X	X	X	X
Car Wash – Automatic or Self-Service	X	X	X	X	X	X	X
Large Equipment Sales//Rental/ Repair/Service	X	X	X	X	X	X	X
Marinas	X	X	SU	X	X	SU	X
Marine Equipment Rentals	X	X	X	X	X	P	X
Marine Gas Sales	X	X	X	X	X	SU	X
Marine Repair	X	X	X	X	X	P	X
Outdoor Sales/Rentals	X	X	X	X	X	X	X
Warehousing, Wholesale Use	X	X	X	X	X	X	P
Business and Personal Services							
Animal Shelter	X	X	X	SU	X	X	X
Commercial Kennel	X	X	X	SU	X	X	X
Contractors' Offices	X	X	X	X	X	X	X
Funeral Establishments	X	X	X	SU	X	X	X
General Service & Personal Services Businesses	X	X	X	X	X	P	X

Land Use	Natural	Recreation Conservancy	Recreation	Rural	Residential	Waterfront	Industrial Conservancy
Health/Fitness Facility	X	X	X	X	X	A	X
Health Spa	X	X	X	X	X	P	X
Animal Hospital/Clinic	X	X	X	SU	X	X	X
Laundry/Dry Cleaning, Retail	X	X	X	X	X	P	X
Mini-Warehouse	X	X	X	X	X	X	X
Photo Processing, Copying, Mailing & Printing Services	X	X	X	X	X	P	X
Video Rental Store	X	X	X	X	X	P	X
Cafeterias	X	X	A	X	X	A	X
Delicatessen	X	X	X	X	X	P	X
Drinking Establishments/Breweries/Wineries	X	X	X	X	X	P	X
Portable Food Vendors	X	X	X	X	X	A	X
Restaurants/Drive-Through	X	X	X	X	X	X	X
Restaurants	X	X	X	X	X	P	X
Industrial/Manufacturing Uses							
Port facilities for transferring materials from vessels to the shore and temporary staging prior to transportation off-site	X	X	X	X	X	X	P
Excavating, Processing, Removal of Topsoil, Sand, Gravel, Rock or Similar Natural Deposits	X	X	X	SU	X	X	X
Manufacturing Uses	X	X	X	X	X	X	X
Research, Development and Testing Facilities	X	X	X	X	X	X	X
Wholesale Facilities and Operations	X	X	X	X	X	X	X
Wineries – Production	X	X	X	SU	X	X	X
Office Uses							
Office	X	X	X	X	X	P	X

Land Use	Natural	Recreation Conservancy	Recreation	Rural	Residential	Waterfront	Industrial Conservancy
Schools, Commercial	X	X	X	X	X	P	X
Travel Agencies	X	X	X	X	X	P	X
Public/Quasi-Public Uses							
Churches/Clubs or Cultural Institutions	X	X	X	SU	P	P	X
Public Park	SU	P	P	P	P	P	P
Golf Course	X	X	SU	SU	P	P	X
General Park O&M Facility	X	X	SU	SU	P	X	X
Hospitals	X	X	X	X	SU	X	X
Passive Open Space Use	P	P	P	P	P	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	SU	SU	SU	P	P	P	P
Electrical Substations	X	X	X	X	X	X	X
Public Agency Buildings or Facilities	X	X	X	P	P	P	X
Public Campgrounds	X	X	P	SU	P	P	X
Schools	X	X	X	P	P	P	X
Schools, Alternative	X	X	X	P	P	X	X
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	X	X	P	P	P	P	X
Trail Head Facilities for Equestrian, Pedestrian, or Non-motorized Vehicle	X	P	P	P	P	P	P
Trails for Pedestrian Use Only	P	P	P	P	P	P	P
Trails for Equestrian, or Non-motorized Vehicle Use	SU	P	P	P	P	P	P
Recreational Uses							
Art Galleries or Arcades	X	X	X	X	X	P	X
Boat Mooring Facilities	X	X	X	X	X	P	X

Land Use	Natural	Recreation Conservancy	Recreation	Rural	Residential	Waterfront	Industrial Conservancy
Cinema, Indoor	X	X	X	X	X	P	X
Commercial Recreation, Indoor	X	X	X	X	X	P	X
Commercial Recreation, Outdoor	X	X	X	SU	X	P	X
House Banked Card Rooms	X	X	X	X	X	P	X
Recreational Vehicle Campgrounds	X	X	X	SU	X	X	X
Recreational Vehicle Parks	X	X	X	X	X	X	X
Stable, Public	X	X	X	X	X	X	X
Theater	X	X	X	X	X	P	X
Residential Uses							
Accessory Dwelling Unit	X	X	X	A	A	A	X
Apartment, Condominium (3 or more units)	X	X	X	X	X	P	X
Assisted Living Facility	X	X	X	X	P	P	X
Bed and Breakfast	X	X	X	SU	SU	P	X
Day Care Center	X	X	X	SU	SU	P	X
Dormitories, Fraternities, and Sororities	X	X	X	X	P	P	X
Dwelling, One-Family	X	X	X	P	P	X	X
Dwelling, Two-Family Detached	X	X	X	X	X	P	X
Dwelling Units for a Resident Watchman or Custodian	X	X	X	A	A	A	X
Houseboats	X	X	X	X	X	X	X
Hotels or Motels	X	X	X	X	X	P	X
Nursing or Rest Home	X	X	X	X	X	P	X
Temporary Residence	X	X	X	P	P	P	X
Retail Uses							
Adult Use Establishments	X	X	X	X	X	X	X

Land Use	Natural	Recreation Conservancy	Recreation	Rural	Residential	Waterfront	Industrial Conservancy
Apparel, Book, Drug, Florist or other Specialty Retail	X	X	X	X	X	P	X
Building, Hardware, Garden Supply, Nursery, Feed Stores or Outdoor Sales	X	X	X	X	X	X	X
Food Stores	X	X	X	X	X	P	X
Miscellaneous Uses							
Bus Station, Transfer Station or Terminal	X	X	X	X	X	X	X
Community Festivals and Street Fairs	X	X	P	P	P	P	X
Convention Center	X	X	X	X	X	P	X
Micro- and Macro-Antennas	SU	SU	SU	SU	P	P	SU
Storage in an Enclosed Building	X	X	X	X	A	A	X
Transportation							
Roads and Railroads Serving Shoreline Uses	X	SU	SU	SU	SU	SU	SU
Roads and Railroads Not Serving Shoreline Uses	X	SU	SU	SU	SU	SU	SU
Parking Areas Serving Primary Use within the Shoreline	X	P	P	P	P	P	P
Parking Areas Not Serving Primary Use within the Shoreline	X	X	X	X	X	X	X
Parking as a Principal Use	X	X	X	X	X	X	X
Utilities							
Public and private utility distribution serving shoreline uses, water, sewer, electrical, gas, and communication	X	P	P	P	P	P	P
Public and Private Utility Distribution serving uses within the city	X	P	P	P	P	P	P
Utility Facilities serving uses not within the city	SU	SU	SU	SU	SU	SU	SU
Electrical Transmission of Greater than 50 Kilovolts	SU	SU	SU	SU	SU	SU	SU
Electric Transmission/Distribution Substations	X	X	X	X	X	X	X
Utility Buildings including pump stations	X	SU	SU	SU	SU	SU	SU
Communication Antennas	X	SU	SU	SU	SU	SU	SU

Land Use	Natural	Recreation Conservancy	Recreation	Rural	Residential	Waterfront	Industrial Conservancy
Monopole	X	SU	SU	SU	SU	X	SU
Other							
Structures for Flood Management, including drainage or storage and pumping facilities	X	SU	SU	SU	SU	SU	SU
Fish and Wildlife Resource Enhancement	P	P	P	P	P	P	P
Essential Public Facilities	SU	SU	SU	SU	SU	SU	SU
USES NOT SPECIFIED	SU	SU	SU	SU	SU	SU	SU

1 **26.30.012 Bulk and Dimension Chart**

26.60.012 Bulk and Dimension Chart							
Standard	Natural	Recreation Conservancy	Recreation	Rural	Residential	Waterfront	Industrial Conservancy
Sensitive Area Buffer Water-Dependent Use	NA ¹	NA ¹	NA ¹	NA ¹	NA ¹	NA ¹	NA ¹
Sensitive Area Buffer Non-Water-Dependent Use	As provided by Table 26.60.024 (D). Wetland Buffer Widths, Table 26.60.42 Riparian Buffer Width						
Minimum building setback from OHWM Water-Dependent Use	NA ²	NA ^{1, 2}	NA ¹	NA ¹	NA ¹	NA ¹	NA ¹
Minimum building setback Non-Water-Dependent Use	NA ²	15 feet (except for Residential, which is 25 feet) from the edge of the applicable riparian buffer, or 15 feet (except for Residential, which is 25 feet) from the landward edge of a roadway, canal, levee, paved trail or parking area, as applicable, as provided in Section/Table 26.60.42 ²					
Minimum Front Yard Setback	As provided by zoning						
Minimum Side Yard Setback	As provided by zoning						
Minimum Rear Yard Setback	As provided by zoning						

Standard	Natural	Recreation Conservancy	Recreation	Rural	Residential	Waterfront	Industrial Conservancy
Minimum Lot Width – One-Family Attached Dwellings	As provided by zoning						
Minimum Lot Area	As provided by zoning						
Maximum Density – Multi-family Dwellings (units/square feet)	NA	NA	NA	NA	NA	1:1,500	NA
Maximum Lot Coverage	0%	5%	10%	10%	40%	NA	20%
Maximum Building Height	NA ²	16 feet	35 feet	25 feet	35 feet	35/55 feet ³	35 feet
Maximum Building Height – Detached Accessory Buildings	NA ²	16 feet	16 feet	16 feet	16 feet	35 feet	35 feet

1. No sensitive area buffer or building setback applies to water-dependent elements of a water-dependent use.
2. Buildings are not allowed in the Natural Open Space Zoning District.
3. Building height may be increased to up to fifty-five (55) feet in the Waterfront Environment subject to the provisions of RMC 26.30.013.

26.30.013 Provisions for Additional Height in the Waterfront Environment.

Structures in the Waterfront Environment may exceed a height of thirty-five (35) feet based upon a review of the site plan and structure and compliance with the following criteria:

- A. Additional open space or a plaza is provided on the site that earns bonus floor area in accordance with RMC 26.30.40(F)(2).
- B. The Hearing Examiner finds that:
 1. The increased building height will not obstruct the view of a substantial number of residences on areas adjoining such shorelines;
 2. Overriding considerations of the public interest will be served by providing additional public open space and facilities that enhance public enjoyment of the shoreline;
 3. The proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity; and

- 1 4. The building is located a sufficient distance from the Columbia River to avoid creating a
2 visual barrier.

3 **26.30.020 Agriculture.**

- 4 A. This Program shall not restrict lawfully existing agriculture activities that have been discontinued
5 for less than five (5) years. An agricultural use shall not be considered discontinued if it is
6 allowed to lie fallow in which it is plowed and tilled but left unseeded; allowed to lie dormant as
7 a result of adverse agricultural market conditions; or allowed to lie dormant because the land is
8 enrolled in a local, state, or federal conservation program.
- 9 B. All new agricultural activities and facilities on land not meeting the definition of agricultural land
10 are governed by this Program and shall observe the sensitive area standards and buffer
11 requirements of this Program and the criteria in this section.
- 12 C. Agricultural activities shall follow recognized best management practices that improve or
13 maintain water quality and quantity, reduce soil erosion, maintain or improve soil conditions, and
14 provide for wildlife habitat. The applicant is encouraged to coordinate with the Benton County
15 Conservation District and the Natural Resources Conservation Service in the development of best
16 management practices for their agricultural activity.
- 17 D. New intensive agricultural activities such as animal feeding operations/concentrated animal
18 feeding operations (AFO/CAFOs) and row cropping requiring intensive application of fertilizers,
19 animal waste, herbicides and pesticides shall be located outside of shoreline jurisdiction, unless
20 the proposed use is within an established agricultural area and no alternative agricultural activity
21 is feasible. New intensive agricultural activities shall be implemented in accordance with a farm
22 conservation plan including a monitoring program that assures no net loss of ecological functions.
- 23 E. New facilities for liquid manure storage shall be located outside of shoreline jurisdiction unless
24 no alternative location is feasible and a Special Use Permit is obtained. New liquid manure
25 storage facilities shall be implemented in accordance with a farm conservation plan including a
26 monitoring program that assures no net loss of ecological functions.
- 27 F. New manure spreading operations shall be carried out so that animal wastes do not enter water
28 bodies, wetlands, or ground water recharge areas.
- 29 G. The construction of a barn or similar agricultural structure is exempt from obtaining a Substantial
30 Development Permit, but must comply with the regulations of this Program.

31 **26.30.030 Aquaculture.**

32 Aquaculture is the culture of farming of foodfish, shellfish, or other aquatic plants and animals. Potential
33 locations for aquacultural enterprises are relatively restricted due to specific requirements for water
34 quality, temperature, flows, and oxygen content. Policies and regulations for aquaculture, therefore,
35 recognize the necessity for some latitude in the development of this emerging economic water use, as well
36 as its potential impact on existing uses and natural systems.

- A. Aquaculture is a preferred water-dependent use, but may be permitted only if impacts to ecological resources and existing land uses can be mitigated. Aquacultural facilities should be designed and located so as not to spread disease to native aquatic life, or establish new nonnative species which cause significant ecological impacts.
- B. Aquaculture activities shall be located so as to not unduly restrict navigation.
- C. Aquaculture structures shall be placed in such a manner as to minimize interference with, or danger to, surface navigation, and so as not to impair the aesthetic quality of the shorelines.
- D. Aquaculture development shall make reasonable provisions to control nuisance factors such as excessive noise or odor.
- E. Aquaculture wastes shall be disposed of in a manner that will prevent degradation of associated upland, wetland, shoreline, or water environments.
- F. Aquaculture activities shall make all feasible provisions to maintain the general aesthetic quality of the shoreline.

26.30.040 Commercial Development.

Shoreline commercial uses, including offices, restaurants, general retail sales, hotels, motels and convention centers, are recognized as being most suitable in the Waterfront Environment already developed at urban intensities. Policies and regulations for these uses encourage developments having a functional dependency on shoreline location and water orientation, and which afford maximum public access, use, and circulation along the waterfront.

- A. Commercial development in shoreline areas shall be designed, located, and constructed to achieve no net loss of ecological functions.
- B. Preference shall be given to water-dependent commercial uses over non-water-dependent commercial uses. Water-related uses shall be given priority over non-water related uses.
- C. Commercial development that is not water-dependent shall not be allowed over water except where it is located within the same building and is accessory to and necessary for a water-dependent use.
- D. Non-water-oriented commercial development shall be allowed only when:
 - 1. The use is part of a mixed-use project that includes water-dependent uses and provides a significant public benefit with respect to provision of public access and/or ecological restoration; or
 - 2. Navigability is severely limited at the proposed site, and the commercial use provides a significant public benefit with respect to provision of public access and/or ecological restoration.

- 1 E. In areas of the shoreline designated for commercial use, non-water-oriented commercial uses may
2 be allowed on sites physically separated from the shoreline by another property in separate
3 ownership or public road right-of-way.
- 4 F. Uses within the Waterfront Environment shall be designed to provide multiple uses that enhance
5 cultural and related commercial facilities to enhance and diversify the public's experience of the
6 shoreline, including tourists, by providing water-oriented and enjoyment uses and community
7 recreational resources and providing public access and view corridors. Uses in this area must
8 meet the following additional criteria:
- 9 1. Development is subject to Chapter 23.48 RMC, Site Plan Review, as adopted or subsequently
10 amended.
- 11 2. Public open space for public access and to accommodate water enjoyment uses and other uses
12 allowing public visual access to the waterfront, such as restaurants, are a preferred use and
13 may earn bonus floor area in buildings between thirty-five (35) and fifty-five (55) feet in
14 height, subject to the following criteria:
- 15 a. Public open space in excess of fifteen percent (15%) of the area of shoreline jurisdiction
16 on a site may earn one (1) square foot of building floor area for each square foot of open
17 space, up to 20,000 square feet, provided the following criteria are met:
- 18 i. The open space area must abut the Riverside Trail on at least half its total width;
19 ii. The open space must be at the elevation of the Trail;
20 iii. The open space may extend no further than fifty (50) feet from the edge of the Trail;
21 iv. The open space must be accessible to the public at all times;
22 v. The open space must consist of grass turf or other surface that will accommodate
23 pedestrian foot traffic;
24 vi. At least one bench or table with chairs open to the public must be provided for every
25 2,000 square feet of open space; and
26 vii. Planting areas for ornamental vegetation not allowing foot traffic are excluded from
27 the area qualifying for bonus floor area.
- 28 b. Public open space plazas may earn additional bonus floor area of four (4) square feet of
29 building floor area for each square foot of open space, up to 10,000 square feet, in
30 addition to any area earned by subsection (F)(2)(a) above, if the facility meets the
31 following criteria:
- 32 i. The open space area must abut the Waterfront Trail on at least twenty percent (20%)
33 of its total perimeter;
34 ii. The open space must be at the elevation of the Trail;
35 iii. The open space may extend no further than seventy-five (75) feet from the edge of
36 the Trail;
37 iv. The open space must be accessible to the public at all times;

- v. The open space must consist of a hard surface of concrete, brick, pavers, or similar materials. Permeable surfaces are encouraged to the extent feasible;
- vi. Shade shall be required by trees planted in grates at grade level allowing pedestrian passage over grates at a minimum ratio of one (1) tree per 1,600 square feet of plaza area;
- vii. At least (1) one bench or table with chairs open to the public must be provided for every 2,000 square feet of open space;
- viii. The open space must be abutted by building frontage at the same elevation as the plaza, and with ground floor clear vision glass and door access at a spacing of no less than fifty (50) feet on at least fifty percent (50%) of its total perimeter; and
- ix. At least fifty percent (50%) of the building perimeter must be retail or restaurant use.
- x. Planting areas for ornamental vegetation at the perimeter of the plaza in areas without clear glass building frontage may be allowed on up to ten percent (10%) of the plaza area if the beds of such landscaping are within eighteen (18) inches of the plaza elevation.
- xi. Additional bonus area of two (2) square feet of building floor area for each square foot of open space, up to 2,000 square feet in addition to any area earned by the provisions above, may be earned by dedication of an area of outside seating at a restaurant, coffee shop, or similar use. Up to fifty percent (50%) of the qualifying bonus area may be devoted to sale of liquor.
- c. The Administrator may allow interim use of retail or restaurant building frontage for office or other compatible use if the building owner documents a good faith effort to procure retail or restaurant tenants. Such interim use may be approved for a period of up to three (3) years, and may be renewed upon demonstration of meeting the same criteria.
3. Public view corridors that provide the public with an unobstructed view of the water from adjacent public streets to the Columbia River shall be provided in the Waterfront Environment subject to the following criteria:
- a. View corridors shall extend from the public street providing access to the site and shall extend to the water's edge.
- b. Preferred locations for view corridors are along property lines.
- c. Width of view corridors shall be determined based on the potential for providing views in new development and redevelopment, and shall be based on topography, parcel size, and effects on development potential.
- d. Development and uses within view corridors shall be limited to prevent obstruction of the corridor.

- e. Establishment of a view corridor shall not allow for clearing or removal of shoreline buffer vegetation provided in Critical Area regulations.
- f. View corridors shall be recorded as an easement in accordance with the provisions of RMC 26.20.050, Public Access.

26.30.050 Industrial Development and Port Facilities.

Policies and regulations for ports and water-associated industrial development are intended to accommodate the particular dependence of those uses on shoreline siting, and to ensure that development occurs in a manner that maximizes compatibility with the water and shoreline resources.

- A. The area of industrial use designated in this Program which is accessible to navigable water is the Port of Benton site in North Richland. This Program provides for continued operation of barging facilities, and may permit additional water-dependent use directly related to transfer of materials from waterborne conveyance to the land. The portions of the site not used for said water-dependent use shall preserve the generally undeveloped nature of adjacent shoreline areas. Public access shall be provided through the shoreline portion of the site for use when it does not interfere with barge loading or unloading. An alternative route to the west shall be provided for conducting non-motorized traffic around the site when water-dependent use interrupts transit on the trail.
- B. Industrial and port development shall be located, designed, constructed, and operated in a manner that minimizes impacts to shoreline resources and avoids unnecessary interference with shoreline use by adjacent property owners.
- C. Cooperative use of existing port facilities, including docks and piers, shall be encouraged to reduce additional disruption to the shoreline.

26.30.060 Marinas.

Marinas are recognized as a use dependent on waterfront location and generally requiring shoreline modification for construction and operation. Marina activities may include facilities for boat launching, moorage, storage, and servicing as well as boat and accessories sales and display and restaurant facilities.

- A. These provisions apply to all vessel moorage facilities serving five (5) or more vessels.
- B. Proposals for new marinas must provide sufficient evidence that existing public boat launches, dry storage and existing and permitted moorage is not adequate to meet regional demand for recreational boating and that development of new marinas would result in fewer environmental impacts than expansion of existing facilities.
- C. In order to protect shoreline ecological functions, efficiently use shoreline space, and minimize consumption of water surfaces, boat facilities, in order of preference, are as follows:
 - 1. Mooring buoys with a small lighter dock to provide access to the buoy.

2. In-water mooring docks. These may be approved only where it is demonstrated that more preferred options are not feasible, and/or it can be demonstrated that in-water mooring docks would result in fewer impacts to shoreline ecological functions and/or enhance public use of the shoreline.

D. Applications for marinas with in-water moorage may be approved by Special Use Permit if it is demonstrated that:

1. Public navigation will not be impeded.
2. The location will not result in displacement of wetlands or interrupt natural processes, erosion or deposition.
3. Water depths will be adequate without initial or maintenance dredging.
4. The location will not require shoreline armoring to compensate for fluvial processes.
5. The location will not reduce existing public use of the water or shoreline, including fishing, swimming, and boating.
6. Adverse water quality impacts will not result from inadequate flushing of moorage or enclosed water areas.
7. Impacts to riparian buffers and nearshore aquatic habitat will be minimized. Impact minimization may require provision of upland buffers with limited corridors for movement between upland and in-water facilities.
8. Setbacks from adjacent non-commercial properties will be adequate to attenuate proximity impacts such as noise and light and glare, and may address scale and aesthetic impacts. Fencing or landscape areas may be required to provide a visual screen.
9. Facilities including piers, floats, boat launches and other elements will be located and designed to minimize changes in hydraulic and fluvial processes, minimize potential flood hazards, and to not limit channel migration in areas where such processes are not currently constrained.
10. Exterior lighting will avoid illuminating nearby properties used for non-commercial purposes and to prevent hazards for public traffic. Methods of controlling spillover light include, but are not limited to, limits on height of structure, limits on light levels of fixtures, light shields, and screening.
11. Exterior lighting will not adversely impact aquatic species.
12. Adequate provisions are made for restroom, sewage, and solid waste disposal facilities in compliance with applicable health regulations.
13. Access and parking shall not produce traffic hazards, shall not result in excessive noise or other impacts, and shall minimize traffic impacts on nearby streets.
14. On-site parking supply shall be adequate to meet peak demands. Location of parking shall be in accordance with parking standards in this Program.

1 E. Covered moorage is prohibited.

2 F. Marinas shall provide public access amenities over public aquatic lands equivalent to a minimum
3 ten percent (10%) of over-water coverage, shall provide public walkway access to a public street,
4 and may be required to provide public parking, including ADA access.

5 G. If a marina includes gas and oil handling facilities, such facilities shall be separate from main
6 centers of activity in order to minimize the fire and water pollution hazard, and to facilitate fire
7 and pollution control. Fail safe facilities and procedures for receiving, storing, dispensing, and
8 disposing of oil or hazardous products, as well as a spill response plan, shall be required of new
9 marinas and expansion or substantial alteration of existing marinas. Handling of fuels, chemicals,
10 or other toxic materials must be in compliance with all applicable federal and state water quality
11 laws as well as health, safety, and engineering requirements. Rules for spill prevention and
12 response, including reporting requirements, shall be posted on site.

13 H. Live-aboard vessels may occupy up to ten percent (10%) of the slips at a marina and shall be
14 connected to utilities that provide potable water and wastewater conveyance to an approved
15 disposal facility. Accommodation of additional live-aboard vessels may be approved only by
16 Special Use Permit with demonstration that accommodation of live-aboard vessels will not
17 displace moorage otherwise available for recreational use or lead to a demand for additional
18 moorage facilities.

19 **26.30.070 Mining.**

20 Surface mining is the removal of rock, sand, gravel, and/or minerals from shoreline areas for economic
21 purposes. Excavations are permitted in accordance with the Washington State Surface Mining Act and
22 with RMC 23.42.070.

23 A. The location, design, and development of any mining operation shall include:

- 24 1. Demonstration that mining is dependent on a shoreline location based on evaluation of
25 geologic factors such as the distribution and availability of mineral resources for that
26 jurisdiction, as well as evaluation of need for such mineral resources, economic,
27 transportation, and land use factors.
- 28 2. Assurance of no net loss of ecological functions and processes. Application of this standard
29 shall include avoidance and mitigation of adverse impacts during operation and evaluation of
30 the reclamation plan required for the site.
- 31 3. Allowance of mining on shorelines shall require a finding that the benefits from mining,
32 including the long-term use of the site, outweigh adverse impacts on other users or resources
33 taken together.
- 34 4. Avoidance of interference with public recreation on the shoreline.
- 35 5. Location and operation to provide long-term protection of water quality, fish and wildlife,
36 and their habitats.

- 1 B. A reclamation plan shall be submitted with each application, and shall provide for reclamation of
2 the site compatible with existing and proposed land use as indicated in the Richland
3 Comprehensive Plan and with the shoreline environment designation. Preference shall be given
4 to mining proposals that result in the creation, restoration, or enhancement of habitat for priority
5 species and/or public access and recreation.
- 6 C. Regulations applicable to the shoreline environment in which the proposed development is
7 located shall be complied with.

8 **26.30.080 Recreation.**

9 Recreation is the refreshment of strength and spirits through activities involving physical participation or
10 passive relaxation. Water-related recreation accounts for a significant percentage of all recreational
11 activities in the City of Richland and the State of Washington. Recreational activities intended for public
12 use shall be encouraged at intensities appropriate for the various environments. Priority will be given to
13 those recreational uses which provide appropriate public access to the shoreline.

- 14 A. Only those public and private recreational uses that allow general public use shall be permitted on
15 public shorelines of Richland. Recreational development shall be designed to locate non-water-
16 oriented uses upland of water-oriented uses whenever possible.
- 17 B. A variety of recreation opportunities and associated facilities are encouraged on the shoreline.
18 Passive uses are most appropriate in areas with more intact natural conditions, including facilities
19 for interpretation of natural features and habitat, bird-watching and similar uses. Water-
20 dependent and water-enjoyment recreation facilities are a preferred use, including boating
21 facilities, water sports, angling, and swimming beaches for areas with less intact ecological
22 functions.
- 23 C. Access, circulation, and parking for recreational developments shall comply with the following
24 regulations:
- 25 1. Vehicular access points shall be limited to the minimum number necessary for the proposed
26 recreational facility, and shall be configured to minimize disturbance of sensitive natural
27 resources. Non-motorized access points shall be provided where feasible.
 - 28 2. Access to the water's edge from parking areas shall be limited to pedestrian movement,
29 except that marinas and boat launching facilities may be provided with access drives or roads.
 - 30 3. Circulation within recreational areas shall, as appropriate, include provisions for all modes of
31 transportation. Roadways for motorized vehicles shall be designed and located to take
32 advantage of scenic views, vistas, and points of interest in non-sensitive areas, and shall be
33 designed and constructed with consideration of, and sensitivity for, natural features and
34 amenities of the shorelines.
 - 35 4. Access and circulation shall conform to provisions for road and railroad design and
36 construction as set forth in RMC 26.30.100.

1 5. Parking areas shall be located on the inland side of all buildings, structures, and recreational
2 uses, and shall be developed in accordance with applicable City of Richland parking and
3 landscaping standards.

4 D. Development plans shall include provisions for the protection and preservation of ecological
5 functions, natural resources, and scenic views and vistas of the shoreline.

6 E. Recreational facilities shall be designed, constructed, and operated in a manner consistent with
7 the intent of the shoreline environment in which they are located, and which does not result in a
8 net loss of shoreline ecological functions.

9 F. Applications for recreational uses that require the use of fertilizers, pesticides, or other chemical
10 treatments shall include plans demonstrating best management practices to be used to minimize
11 the potential for contamination of surface water and ground water resources. Non-chemical
12 methods of vegetation management shall be preferred wherever feasible.

13 G. New over-water structures for recreation use shall be allowed only when:

14 1. They accommodate water-dependent recreation uses or facilities; or

15 2. They allow opportunities for substantial numbers of people to enjoy the shorelines of the
16 state; and

17 3. They are not located in or adjacent to areas of ecological sensitivity, especially aquatic and
18 wildlife habitat areas; and

19 4. No net loss of ecological functions will be achieved.

20 H. Private recreation uses and facilities that utilize public aquatic lands shall provide public access as
21 provided in RMC 26.20.050, or shall provide improved, compensating public access at other
22 locations.

23 I. Motorized vehicular use outside of designated roadways and driveways, including the use of all-
24 terrain and off-road vehicles, in the shoreline area is prohibited, except for boat launching and
25 maintenance activities, and except where specific areas for such use are set aside and controlled
26 by a public entity.

27 J. In natural open space areas, the need for trails for ADA access should be balanced with the extent
28 of alteration of the natural environment required to accommodate such facilities.

29 K. Recreational developments shall comply with all local and state health regulations.

30 **26.30.090 Residential Development.**

31 Policies and regulations for residential development are intended to promote use of the shoreline that
32 acknowledges existing residential patterns and allows residential utilization of shoreline areas without
33 resulting in a net loss of ecological function.

34 A. Single-family residential development is a priority use on the shoreline when developed in a
35 manner consistent with control of pollution and prevention of damage to the natural environment.

- 1 B. Residential development in the shoreline shall meet the criteria of no net loss of ecological
2 functions in RMC 26.20.20 and the preferred sequence for mitigation of impacts. The use shall be
3 located and designed to maintain required buffers, and maintain or enhance shoreline ecological
4 functions including shoreline geomorphic processes, water quality, fish and wildlife habitat, and
5 the aquatic food chain in general.
- 6 C. New residential development shall cluster dwelling units to provide as little alteration to the
7 natural environment as feasible, and shall utilize low impact development (LID) techniques to
8 reduce physical and visual impacts on shorelines.
- 9 D. Multi-family residential use is not a priority for location on the shoreline under the Shoreline
10 Management Act, and is subject to the preference for water-dependent and water-oriented use. It
11 therefore must meet requirements for providing public benefit through ecological restoration and
12 public access. Multi-family development may not be approved if it displaces existing water-
13 dependent uses. Multi-family development uses may be permitted only where it provides
14 significant public benefit with respect to the objectives of the Act by:
- 15 1. Restoration of ecological functions, both in aquatic and upland environments, that shall
16 provide native vegetation buffers according to the standards provided for sensitive areas or in
17 accordance with the Restoration Element of this Program; and
- 18 2. Provision of public access is required in accordance with RMC 26.20.050.
- 19 E. Over-water residences are prohibited.
- 20 F. New residential development shall assure that the development will not require shoreline
21 stabilization. Prior to approval, geotechnical analysis of the site and shoreline characteristics shall
22 demonstrate that shoreline stabilization is unlikely to be necessary, setbacks from steep slopes,
23 bluffs, landslide hazard areas, seismic hazard areas, and riparian erosion areas shall be sufficient
24 to protect structures during the life of the lots, and impacts to adjacent, downslope, or down-
25 current properties is not likely to occur during the life of lots created.
- 26 G. New residential development shall meet all sensitive area provisions of this Program. Filling of,
27 or into, water bodies or their associated wetlands for the purpose of subdivision or multi-family
28 construction shall not be permitted. New subdivisions, short plats, and large lots shall preserve
29 the required buffer in a protective tract, public or private land trust dedication, or be similarly
30 preserved through an appropriate permanent protective mechanism. Each lot owner within the
31 subdivision, short plat, or other land division shall have an undivided interest in the tract(s) or
32 protective mechanism created.
- 33 H. Residential developments, including subdivisions, and planned unit developments of five (5) or
34 more lots/units shall provide improved public access for all residents of the development and the
35 general public, in compliance with public access standards contained in Section 26.20.050 of this
36 Program.

- 1 I. All new divisions of land shall record a prohibition on new private individual docks on the face of
2 the plat. An area reserved for shared moorage may be designated if it meets all requirements of
3 this Program.
- 4 J. All development shall be in compliance with all codes and ordinances of the City of Richland,
5 including applicable subdivision, sensitive area, and zoning regulations.

6 **26.30.100 Transportation Facilities.**

7 A. Roads and Bridges.

- 8 1. Development of new roads or substantially expanded existing roads shall demonstrate the
9 need for a shoreline location and that no feasible upland alternative outside the shoreline is
10 available.
- 11 2. Roads shall cross shoreline areas by the shortest, most direct route feasible to minimize
12 impacts, unless such route would cause significant adverse impacts based on specific local
13 features.
- 14 3. The project configuration, design, and related features will minimize alteration of sensitive
15 area buffers, avoid impacts on bird and wildlife movement as much as is feasible, fit the
16 existing topography as much as feasible, and minimize alterations to the natural or existing
17 vegetation.
- 18 4. New transportation facilities shall be located and designed to avoid the need for shoreline
19 stabilization where feasible. Where demonstrated to be necessary to protect an existing
20 facility that is in imminent danger of loss or substantial damage, new or expanded structural
21 shore stabilization shall provide mitigation of impacts resulting in no net loss of shoreline
22 ecological functions. In cases where substantial shore stabilization is required, relocation of
23 roads further from the shoreline may be required.
- 24 5. New or expanded roads will provide public access in accordance with RMC 26.20.050 and,
25 where they afford scenic vistas, pedestrian viewpoints will be provided.
- 26 6. Wetlands shall be avoided whenever feasible. If avoidance is not feasible, bridges shall be
27 utilized when crossing wetlands to avoid obstructing movement of surface and ground water
28 unless it can be demonstrated that fill and compensatory mitigation will produce equal or
29 greater ecological functions.
- 30 7. Road crossings of streams shall utilize bridges rather than culverts to the maximum extent
31 feasible.
- 32 8. Private access roads or driveways providing ingress and egress for individual single-family
33 residences or lots shall be limited to the minimum allowed by the Fire code.
- 34 9. Bridges shall be designed and built of sufficient lateral and vertical clearance to allow the
35 unimpeded passage of flood flows and debris. In wide streamways, bridges shall employ the
36 maximum length of clear spans feasible with pier supports that produce the minimum

deflection feasible. Bridge approaches in floodways of any stream shall be constructed on open piling or other measures to allow free water movement.

10. Landscape planting is required along all shoreline roads, parking, and turnout facilities to:

- a. Provide buffers between pedestrian and auto users;
- b. Enhance the shoreline driving experience; and
- c. Enhance and complement potential views of shoreline areas.

11. The City shall not vacate any public right-of-way in a shoreline location until adopting a comprehensive public access plan for the area showing that the subject right-of-way cannot be used as a contributing element in that plan. The City shall vacate a public right-of-way abutting a body of water only in compliance with RCW 35.79.035, which allows vacations of streets abutting bodies of water only when:

- a. The vacation will enable acquisition of the property for public purposes;
- b. The street or alley is not suitable for certain purposes (e.g., port, park, education); or
- c. The vacation will enable implementation of a public access plan.

12. In order to improve public access to the shoreline, the City shall acquire and/or retain abandoned or unused road or railroad rights-of-way for public access to and/or along the water.

B. Non-Motorized Facilities.

- 1. Non-motorized facilities shall comply with provision for public access facilities in RMC 26.20.050.
- 2. Trails shall be developed consistent with adopted City and regional system plans.
- 3. Non-motorized facilities shall avoid sensitive features of the shoreline to the extent feasible, including wetlands and fish and wildlife habitat. Facilities shall be placed outside of, or in the outer portions of buffers. Elevated walkways shall be utilized where feasible to cross wetlands and streams.

C. Railroads.

- 1. Railroad improvement requiring right-of-way expansion within the shoreline shall demonstrate that there is no feasible alternative outside of shoreline jurisdiction.
- 2. Expansion of existing railroad facilities within existing rights-of-way (additional track or other features) must demonstrate the need for a shoreline location and that no feasible upland alternative outside shoreline jurisdiction is feasible. New tracks shall be placed upland of existing tracks if feasible and may require relocation of existing tracks.
- 3. The project shall be designed to minimize alteration of sensitive area buffers, to fit the existing topography as much as feasible, and to minimize alterations to the natural or existing topography.

4. Wetlands shall be avoided whenever feasible. Bridges shall be utilized when crossing wetlands to avoid obstructing movement of surface and ground water unless it can be demonstrated that fill and compensatory mitigation will produce equal or greater ecological functions.
5. Trails and shoreline access should be provided with facilities to safely cross railroads, to enhance regional non-motorized circulation, and improve public access to the shoreline. Any proposal to add tracks to an existing corridor shall include additional crossings of the rail corridor to make a proportional contribution to meeting an ultimate goal of at least one (1) crossing every 2,500 feet.
6. Criteria for road crossings of streams and shoreline stabilization shall apply to railroads.

D. Parking.

1. Parking facilities in shorelines are not a preferred use and shall be allowed only as necessary to support an authorized use. Parking facilities shall be located outside shoreline jurisdiction where possible. Parking in shoreline jurisdiction shall directly serve a permitted shoreline use and shall be located outside of sensitive area buffers and as far from the water/land interface as possible.
2. Parking facilities serving individual buildings on the shoreline shall be located landward from the principal building being served. The only exceptions to this would be when the parking facility is within or beneath the structure and adequately screened, or in cases when an alternate location would have less environmental impact on the shoreline and in all cases is prohibited over the water.
3. Parking facilities shall be designed and landscaped to minimize adverse impacts upon adjacent shoreline and abutting properties. Landscaping shall comply with Chapter 23.54 RMC and, in addition, landscaping between parking areas and public access shall provide effective screening within three (3) years of project completion.

26.30.110 Utilities.

- A. New or substantially expanded utilities serving uses within the City may be located within shoreline jurisdiction only if:
1. The facility is needed within the shoreline jurisdiction to support permitted shoreline activities; and
 2. No feasible upland alternative exists based on analysis of system options that assess the potential for alternative routes outside shoreline jurisdiction or is set back further from the land/water interface.
- B. Regional facilities that serve uses outside the City and all electric transmission facilities with a capacity greater than 50 kW shall demonstrate, based on an analysis of alternative routes and technology, that:
1. No upland alternative route is feasible;

2. Utilization of existing corridors is not feasible, including expansion or replacement of existing facilities, if new corridors are proposed;
 3. A location within designated industrial environments or existing transportation corridors is not feasible;
 4. The proposal has the least feasible adverse impact on the natural environment; and
 5. The location and design of the facility has the least feasible change in the existing character of the shoreline views enjoyed by residences or from public access facilities, and will not obstruct scenic vistas.
- C. Linear facilities consisting of pipelines, sewers, cables and other facilities roughly parallel to the shoreline shall be discouraged except where no other feasible alternative exists. At the time of replacement of such facilities that are close to their lifespan, or when such facilities are expanded, relocation outside of the shoreline may be required as if they were new facilities. When permitted, design shall assure that maintenance of the facilities does not result in a net loss of shoreline ecological functions or significant impacts to other shoreline resources and values.
- D. Utilities shall be located in the least sensitive portions of a site and outside of natural open space areas, where feasible, and be designed to minimize environmental impact, avoid significant natural, historic, archaeological, or cultural sites to the maximum extent feasible, and mitigate unavoidable impacts.
- E. Utilities, where permitted, shall meet the following design criteria:
1. Facilities should occupy as little of the shoreline as feasible and should be located in existing rights-of-way and, if possible, should share existing facilities where feasible. Utility installation parallel to the shoreline should be avoided to the maximum extent feasible. Utilities shall cross the shoreline area by the shortest most direct route, unless such route would cause substantial significant environmental damage.
 2. Utilities shall be located and designed to minimize alterations to the natural environment, be located outside of natural open space areas, where feasible, and fit the existing topography as much as possible, and should be designed to minimize and mitigate environmental impact.
 3. Facilities shall be located and designed to minimize introducing elements that change the existing character of the shoreline, obstruct views enjoyed by residences or from public access facilities, or obstruct scenic vistas.
 4. Utility crossings of water bodies shall be attached to bridges or located in other existing facilities, if feasible. If new installations are required to cross water bodies or wetlands, they should avoid disturbing banks and streambeds, and shall be designed to avoid the need for shoreline stabilization. Crossings shall be tunneled or bored where feasible. Installations shall be deep enough to avoid failures or need for protection due to exposure due to stream bed mobilization, aggregation, or lateral migration. Underwater utilities shall be placed in a sleeve if feasible to avoid the need for excavation in the event of the need for maintenance or replacement.

- 1 F. New electrical distribution lines within the shoreline shall be placed underground. Distribution
2 lines that cross water or other sensitive areas may be allowed to be placed above ground if:
- 3 1. Underground installation would substantially disrupt ecological functions and processes of
4 water bodies and wetlands, and horizontal drilling or similar technology that does not disturb
5 the surface is not feasible;
- 6 2. Visual impacts are minimized to the extent feasible; and
- 7 3. If overhead facilities require that native trees and other vegetation in a sensitive areas buffer
8 cannot be maintained in a natural condition, compensatory mitigation shall be provided on- or
9 off-site.
- 10 G. Stormwater, wastewater, or water supply pump stations, and stormwater discharge facilities such
11 as dispersion trenches, level spreaders, and outfalls may be located in the shoreline jurisdiction if:
- 12 1. Due to topographic or other physical constraints there are no feasible locations for these
13 facilities outside the shoreline;
- 14 2. The facility minimizes and compensates for impacts to sensitive area buffers; and
- 15 3. Any discharge facility is designed and maintained to prevent erosion or other adverse
16 impacts.
- 17 H. Construction shall be designed to protect the shoreline against erosion, uncontrolled or polluting
18 drainage and other factors detrimental to the environment, both during and after construction.
- 19 I. Roadways or other facilities to access utility installations within sensitive area buffers shall be no
20 wider than needed to construct, maintain, or repair the utility.
- 21 J. Facilities involving buildings, such as pump stations, electrical substation, or other facilities,
22 when permitted, shall be in scale with surrounding development, architecturally compatible and
23 landscaped to assure compatibility with natural features, public access facilities, and adjacent
24 uses.
- 25 K. Public Access. Utility development shall provide for compatible, multiple uses of sites and rights-
26 of-way through coordination with local government agencies. Such uses include shoreline access
27 in accordance with RMC 26.20.050, trail systems, and other forms of recreation and
28 transportation, provided such uses will not unduly interfere with utility operations, endanger
29 public health and safety, or create a significant and disproportionate liability for the owner.

30 **26.40 Shoreline Modification Regulations.**

31 **26.40.010 Shoreline Stabilization.**

32 Shoreline stabilization includes actions taken to address erosion impacts to property and dwellings,
33 businesses, or structures caused by natural processes, such as current, flood, tides, wind, or wave action.
34 These actions include structural and nonstructural methods.

- 1 A. New development, including subdivision, shall be located and designed to avoid the need for
2 future shoreline stabilization to the maximum extent feasible. New lots created by subdivision
3 shall not require shoreline stabilization in order for reasonable development to occur. New
4 development on steep slopes shall be set back sufficiently to ensure that shoreline stabilization is
5 unlikely to be necessary during the life of the structure. Proposed development that would
6 require shoreline stabilization which would cause significant impacts to adjacent or down-current
7 properties and shoreline areas shall not be allowed. In all cases, compliance with this criterion
8 shall be documented by geotechnical analysis by qualified professionals.
- 9 B. The construction of shoreline protection for the primary purpose of retaining or creating dry land
10 that is not specifically authorized as a part of the permit is prohibited.
- 11 C. Shoreline stabilization shall be designed and constructed to avoid stream channel direction
12 modification, realignment and straightening, or result in increased channelization of normal
13 stream flows.
- 14 D. New or enlarged structural shoreline stabilization measures for an existing primary structure,
15 including residences, shall not be allowed unless there is conclusive evidence, documented by a
16 geotechnical analysis, that the structure is in danger from shoreline erosion caused by natural
17 processes rather than from upland conditions such as poorly managed stormwater or vegetation
18 removal. Normal sloughing, erosion of steep bluffs, or shoreline erosion itself, without a
19 scientific or geotechnical analysis, is not demonstration of need. The geotechnical analysis shall
20 evaluate on-site drainage issues and address drainage problems away from the shoreline edge
21 before considering structural shoreline stabilization. The erosion control structure shall not result
22 in a net loss of shoreline ecological functions.
- 23 E. Alternatives for shoreline stabilization shall be based on the following hierarchy of preference:
- 24 1. No action (allow the shoreline to retreat naturally), increase building setbacks, and relocate
25 structures.
- 26 2. Stabilization constructed of natural materials incorporating measures such as soft shore
27 protection and bioengineering, including beach nourishment, protective berms, or vegetative
28 stabilization.
- 29 3. Soft-shore stabilization, as described above, in combination with rigid works, as described
30 below, constructed as a protective measure.
- 31 4. Rigid works constructed of artificial materials such as riprap or concrete.
- 32 F. Shoreline stabilization may be permitted to protect a water-dependent development, or single-
33 family residences, when all of the conditions below have been demonstrated to apply and are
34 documented by a report by a qualified professional:
- 35 1. The erosion is not being caused by upland conditions, such as the loss of vegetation and
36 drainage;

2. Nonstructural measures, such as placing the development further from the shoreline, planting vegetation, or installing on-site drainage improvements are not feasible or not sufficient;
 3. The need to protect primary structures from damage due to erosion is demonstrated through a geotechnical report; and
 4. The stabilization structure shall not result in a net loss of shoreline ecological functions.
 5. Where a geotechnical analysis confirms a need to prevent potential damage to a primary structure, but the need is not as immediate as three (3) years, the analysis may still be used to justify more immediate authorization for shoreline stabilization using bioengineering approaches.
- G. Shoreline stabilization may be permitted to protect an existing non-water-dependent development when all of the conditions below are met as documented by a report by a qualified professional:
1. The erosion is not being caused by upland conditions, such as the loss of vegetation and drainage;
 2. Nonstructural measures, planting vegetation, or installing on-site drainage improvements are not feasible or not sufficient;
 3. The need to protect primary structures from damage due to erosion is demonstrated through a geotechnical report;
 4. The affected structure cannot be feasibly located or relocated outside of the area affected by natural shoreline erosion processes; and
 5. The stabilization structure will not result in a net loss of shoreline ecological functions.
 6. Where a geotechnical analysis confirms a need to prevent potential damage, but the need is not as immediate as three (3) years, the analysis may still be used to justify more immediate authorization for shoreline stabilization using bioengineering approaches.
- H. Shoreline protection for the restoration of ecological functions or hazardous substance remediation projects pursuant to Chapter 70.105D RCW shall meet the conditions below and be documented by a qualified professional:
1. Nonstructural measures, planting vegetation, or installing on-site drainage improvements are not feasible or not sufficient; and
 2. The erosion control structure will not result in a net loss of shoreline ecological functions.
- I. Replacement of an existing shoreline stabilization structure with a similar structure is permitted if there is a demonstrated need to protect existing primary uses, structures, or public facilities (e.g. roads, bridges, railways, and utility systems) from erosion caused by stream undercutting or wave action. The existing shoreline stabilization structure must be removed from the shoreline as part of the replacement activity. The following conditions must be met and documented by a qualified professional:

1. There is a demonstrated need to protect principal uses or structures from erosion caused by stream geohydraulic processes.
 2. The replacement structure is designed, located, sized, and constructed to assure no net loss of ecological functions.
 3. Replacement walls or bulkheads shall not encroach waterward of the ordinary high water mark or existing structure unless the residence was occupied prior to January 1, 1992 and overriding safety or environmental concerns exist. In such cases, the replacement structure shall abut the existing shoreline stabilization structure.
 4. Soft shoreline stabilization measures that provide restoration of shoreline ecological functions may be permitted waterward of the ordinary high water mark.
 5. For purposes of this subsection, “replacement” means the construction of a new structure to perform a shoreline stabilization function of an existing structure which can no longer adequately serve its purpose. Additions to or increases in size of existing shoreline stabilization measures shall be considered new structures.
- J. A publicly funded shoreline stabilization project shall include appropriate provisions for public access to the shoreline, not create barriers to public access if in existence, and incorporate ecological restoration measures if feasible.
- K. Gabions (wire mesh filled with concrete or rocks) shall not be used in bulkhead construction where alternatives more consistent with this Program are feasible, because of their limited durability and the potential hazard to shore users and the shoreline environment.

26.40.020 Breakwaters, Jetties, and Groins.

- A. Breakwaters, jetties, rock weirs, and groins shall only be permitted by Special Use Permit for navigational purposes, water-dependent uses, and marinas where water-dependent uses are located waterward of the OHWM, and where protection from strong wave action is essential.
- B. Breakwaters, jetties, rock weirs, and groins may be approved only if analysis by a qualified professional demonstrates that erosion and accretion processes, riparian habitat, channel migration, and floodplain functions will not be adversely affected or are mitigated by a specific program implemented over the lifespan of the effect.
- C. The design of new breakwaters, groins, and jetties shall incorporate provisions for public access and public fishing if such access is feasible and safe.

26.40.030 Flood Hazard Management.

- A. New or substantially altered structural flood hazard reduction measures, such as dikes, levees, berms and similar flood control structures, shall be consistent with basin-wide flood control strategies in regional flood hazard management plans.
- B. Flood control structures shall be permitted for the following purposes only, as documented through a geotechnical or geofluvial analysis.

1. They are necessary to protect existing development.
 2. Non-structural flood hazard reduction measures are infeasible.
 3. Impacts to ecological processes and functions, priority fish and wildlife species and habitats, and the aquatic food chain can be successfully mitigated to assure no net loss of functions.
 4. Measures are consistent with an adopted comprehensive flood hazard management plan that evaluates cumulative impacts to the watershed system.
- C. Public access shall be provided in accordance with public access policies and regulations of RMC 26.20.050. If the project is publicly funded, the design must provide appropriate public access to the shoreline, improve public access to the shoreline, and provide ecological restoration where feasible.
- D. Dike and levee design shall, to the maximum extent feasible, be:
1. Limited in size to the minimum height required to protect adjacent lands from the predicted flood stage as identified in the applicable comprehensive flood control management plan or as required by FEMA for dike recertification;
 2. Placed landward of Fish and Wildlife Habitat Conservation Areas and wetland buffers unless there is no other feasible alternative to reduce flood hazard to existing development;
 3. Located and designed so as to protect and restore the natural character of the stream, avoid the disruption of channel integrity, and provide the maximum opportunity for natural floodway functions to take place. Design must consider including levee setbacks to allow for more natural function of floodplains, channel migration zones, off channel habitat and associated wetlands directly interrelated and interdependent with the stream; and
 4. Designed to incorporate appropriate vegetation management.
- E. All flood protection measures shall demonstrate that downstream flooding will not be increased and the integrity of downstream ecological functions will not be adversely affected, including disruption of natural drainage flows and stormwater runoff.
- F. Removal of materials from the river channel for flood management purposes may be allowed only as part of an adopted integrated flood control management program, and after biological and geomorphological study demonstrates that other flood hazard reduction strategies would not be effective in the absence of gravel removal. Specific studies accompanying the application must demonstrate that adverse flooding, erosion, or other environmental impacts either upstream or downstream of extraction sites would not occur or would be mitigated, including analysis of the natural processes of gravel transportation for the river system as a whole.
- 26.40.040 Clearing and Grading.**
- A. Clearing and grading activities in shoreline areas shall be allowed only in association with a permitted shoreline development, and shall be limited to the minimum extent necessary to

1 accommodate shoreline development. Clearing and grading shall retain natural features and
2 functions, including natural topography, to the maximum extent feasible.

3 B. Fill is restricted in wetlands or Fish and Wildlife Habitat Conservation Areas in accordance with
4 Sensitive Areas regulations.

5 C. Fill may not be placed in floodways. Fill may be placed in other flood hazard areas only where it
6 is demonstrated that adverse impacts to hydrogeologic processes will be avoided and the
7 provisions of Chapter 26.60 RMC are met.

8 D. Fill below, or waterward, of the ordinary high water mark for any use except ecological
9 restoration requires a Special Use Permit. Fill may be placed below the OHWM only when it is
10 demonstrated as necessary to:

- 11 1. Accomplish an aquatic habitat restoration plan;
- 12 2. Correct the adverse results of past shoreline modification that has disrupted natural stream
13 geomorphic conditions and adversely affected aquatic or terrestrial habitat;
- 14 3. Provide for cleanup and disposal of contaminated sediments as part of an interagency
15 environmental clean-up plan;
- 16 4. Expand or alter transportation facilities of statewide significance currently located on the
17 shoreline, and then, only upon a demonstration that alternatives to fill are not feasible; or
- 18 5. Create water-dependent recreational facilities open to the public.

19 **26.40.050 Dredging and Dredge Material Disposal.**

20 A. Dredging shall be permitted only:

- 21 1. For flood control purposes, as part of an adopted regional flood control plan;
- 22 2. In conjunction with a water-dependent use of water bodies or adjacent shorelands where
23 channel modification is essential to the water-dependent use;
- 24 3. As part of an approved habitat improvement project; or
- 25 4. In conjunction with a bridge, navigational structure, water, or wastewater treatment facility
26 for which there is a documented public need and where other feasible sites or methods are not
27 feasible.

28 B. New dredging shall be permitted only where it is demonstrated by a report by a qualified
29 professional that it will avoid adverse impacts to water quality, Fish and Wildlife Habitat
30 Conservation Areas and other sensitive areas, flood holding capacity, natural drainage and water
31 circulation patterns, significant plant communities, prime agricultural land, and public access to
32 shorelines. When such impacts are unavoidable, they shall be minimized and mitigated such that
33 they result in no net loss of ecological functions.

34 C. New development siting and design should avoid the need for new and maintenance dredging.

- 1 D. During a low water season, removal of a portion of an accretion point bar below the OHWM but
2 above the water level at the time of operation may be permitted as a Special Use for flood control
3 purposes as follows:
- 4 1. It is identified as an element of an adopted integrated flood control management program that
5 demonstrates that other flood hazard reduction strategies would not be effective in the
6 absence of material removal, and is in accordance with RMC 26.40.030(F).
- 7 2. Specific studies accompanying the application must demonstrate that adverse flooding,
8 erosion, or other environmental impacts would not occur or would be mitigated either
9 upstream or downstream of extraction sites, including the natural processes of gravel
10 transportation for the river system as a whole.
- 11 E. Dredge material disposal shall be permitted only at locations where it is demonstrated by analysis
12 by a qualified professional that the disposal will not result in significant or ongoing adverse
13 impacts to water quality, sensitive areas, flood holding capacity, natural drainage and water
14 circulation patterns, prime agricultural land, or public access to shorelines. When such impacts
15 are unavoidable, they shall be minimized and mitigated such that they result in no net loss of
16 functions.
- 17 F. Disposal of dredge material within Fish and Wildlife Habitat Conservation Areas (FWHCA),
18 wetlands, within a floodplain or within a river's channel migration zone shall be allowed only
19 where alternative disposal sites are not feasible. In the limited instances where it is allowed, such
20 disposal shall require a Special Use Permit. Applicants shall demonstrate that:
- 21 1. The proposed dredge materials disposal site is subject to an allowed use under this Program
22 that:
- 23 a. Is an element of an approved restoration plan for aquatic or upland fish and wildlife
24 habitat;
- 25 b. Will create, expand, rehabilitate, or enhance a beach that provides public recreation
26 opportunities that is permitted under this Program;
- 27 c. If on private land, the site will ultimately be suitable for a use permitted by this Program
28 or will be subject to buffer or other open space restrictions; and
- 29 d. Will affect the smallest feasible land.
- 30 2. Sites will be adequately screened from view of local residents or passersby on public rights-
31 of-way to the maximum extent practicable (e.g. a combination of fencing and vegetation).
- 32 3. Sites will be revegetated with appropriate native species as soon as possible to retard erosion
33 and restore wildlife habitat and other sensitive areas functions.
- 34 4. Shoreline ecological functions and processes will be preserved, including protection of
35 riparian buffers and surface and ground water.

26.40.060 In-Stream Structures.

- A. In-stream structures may be allowed only when the public benefits of such facilities clearly outweigh any loss of ecological processes and functions, and only when an analysis of alternatives demonstrates that the proposed location and design would result in less adverse impact than alternative locations and designs.
- B. In-stream structures may be approved only for:
1. Water-dependent use where the in-stream structure is essential to operation of the use.
 2. A project that has received Governor's certification pursuant to Chapter 80.50 RCW, Energy Facility Siting.
 3. A project that has received approval and licensing by the Federal Energy Regulatory Commission.
 4. Projects that are part of an approved irrigation district plan or are private or corporate irrigation facilities approved by the Washington Department of Fish and Wildlife.
 5. A fish or wildlife habitat restoration project approved by the Washington Department of Fish and Wildlife.
- C. All in-stream structures shall demonstrate that they result in no net loss of ecological functions, and applications shall detail all mitigation measures, include detailed mitigation plans, timetables for implementation, and a monitoring program.
- D. In-stream structures and their support facilities shall be located and designed to minimize the need for shoreline defense structures. When shoreline defense structures are demonstrated as necessary, they shall be approved in accordance with RMC 26.40.10, Shoreline Stabilization.
- E. In-stream structures and associated facilities shall avoid, and where avoidance is not feasible, shall mitigate adverse land use impacts, including impacts to public access facilities, publicly owned lands or waters used for recreation, and public and private recreation facilities. Impacts to be avoided include the visual impact of the structure or facilities, the intrusion of roads or utility corridors into undeveloped area used for recreation, noise, and impacts from reduced water flows.
- F. In-stream structures shall be designed and constructed to provide public access to and along the shoreline in accordance with the public access policies and regulations contained in RMC 26.20.050. Existing public access and recreational opportunities should be retained, enhanced, or replaced.

26.50 Permit Administration and Enforcement.

26.50.001 Administrator.

The Community Development Director or designee shall administer and be responsible for the enforcement of the Richland Shoreline Master Program.

26.50.010 Permit Requirements.

- A. Substantial developments proposed on shorelines of Richland shall be allowed subject to the issuance of a permit from the City of Richland. Applications for a Substantial Development Permit, Special Use Permit, and Variance are required to comply with the permit review provisions established by the State of Washington (Chapter 173-27 WAC) and the City of Richland, and shall be accompanied by a standard fee as set forth in the schedule of fees referenced in RMC 19.80. Application forms containing the information required by WAC 173-27-180 shall be provided by the Shoreline Administrator.
- B. Shoreline permits shall be classified as Type I or Type II permit applications according to the criteria established in RMC 19.20.010.
 - 1. Decision authority for Shoreline Substantial Development Permits meeting the criteria for Type I permit applications shall rest with the Administrator.
 - 2. Decision authority for Shoreline Substantial Development Permits classified as Type II permit applications and all Special Use Permits shall rest with the Hearing Examiner.
 - 3. Decision authority for shoreline Variances shall rest with the Hearing Examiner.
- C. Application for a Substantial Development Permit or Special Use Permit shall be considered a request for Site Plan Approval as outlined in Chapter 23.48 RMC.

26.50.011 Coordination with Other Agencies.

The City will coordinate on issues relating to ecological conditions, functions and processes, and on wetland and ordinary high water delineations with the Washington State Department of Ecology, the Washington State Department of Natural Resources, and the Washington State Department of Fish and Wildlife, as well as other agencies with permit authority over a project, to the extent that agencies are timely in their response and coordination does not unduly extend review times.

26.50.012 Development Compliance.

- A. All uses and developments within the jurisdiction of the Shoreline Management Act shall be planned and carried out in a manner that is consistent with this Program and the policies of the Act as required by RCW 90.58.140(1), regardless of whether a Shoreline Substantial Development Permit, Statement of Exemption, Shoreline Variance, or Shoreline Special Use Permit is required. The City shall ensure compliance with the provisions of this Program for all permits and approvals processed by the City.
- B. Regulation of private property to implement any Program goals such as public access and protection of ecological functions must be consistent with all relevant constitutional and other legal limitations. These include, but are not limited to, property rights guaranteed by the United States Constitution and the Washington State Constitution, applicable federal and state case law, and state statutes such as RCW 34.05.328 and 43.21C.060. An applicant requesting specific accommodation of constitutional or other legal limits in the application of standards and criteria

of this Program must do so in the application materials. The decision maker shall address such requests in specific findings.

C. Policies and provisions of this Program and Chapter 90.58 RCW, including the permit system, shall apply to all nonfederal developments and uses undertaken on federal lands and on lands subject to nonfederal ownership, lease or easement, even though such lands may fall within the external boundaries of a federal ownership.

D. In reviewing all permits, consideration shall be given to the cumulative impact of existing development, approved but not yet constructed development, and the likelihood of additional requests for like actions to the extent such uses are allowed in an area and development trends indicate a reasonable likelihood of occurrence. The City shall track and periodically evaluate the cumulative effects of all project review actions in shoreline areas.

E. Compliance with the provisions of Chapter 26.50 RMC does not constitute compliance with other federal, state, and local regulations and permit requirements that may be required (for example, Hydraulic Permit Act (HPA) permits, U.S. Army Corps of Engineers Section 404 permits, Washington State Department of Ecology Water Quality Certification (Section 401) National Pollution Discharge Elimination System permits). The applicant is responsible for complying with these requirements apart from the process established in Chapter 26.50 RMC.

26.50.020 Exemptions from Substantial Development Permit.

A. A Substantial Development Permit shall be required for all proposed use and development of shorelines unless the proposal is specifically exempt pursuant to RCW 90.58.140(1).

B. The following shall not be considered substantial developments for the purpose of this Shoreline Program and are exempt from obtaining a Shoreline Substantial Development Permit (SSDP), provided that any additional exemptions established by legislative amendment of the statute shall constitute exemptions without amendment to this code. An exemption from an SSDP is not an exemption from compliance with the Act or the Shoreline Master Program, or from any other regulatory requirements. To be authorized, all uses and developments must be consistent with the policies and provisions of this Shoreline Program and the Shoreline Management Act. A use or development exempt from a Shoreline Substantial Development Permit may require a Special Use Permit or a Variance.

1. Governor's Certification. Any project with a certification from the Governor pursuant to Chapter 80.50 RCW.

2. Projects valued at or below \$6,416, established by RCW 90.58.030(3)(e), as amended for consumer price index inflations.

3. Maintenance and Repair. Normal maintenance or repair of existing structures or developments, including damage by accident, fire, or elements.

a. "Normal maintenance" includes those usual acts to prevent a decline, lapse, or cessation from a lawfully established condition.

- 1 b. “Normal repair” means to restore a development to a state comparable to its original
2 condition, including, but not limited to, its size, shape, configuration, location and
3 external appearance, within a reasonable period after decay or partial destruction, except
4 where repair causes substantial adverse effects to the shoreline resource or environment.
- 5 c. Replacement of a structure or development may be authorized as repair where such
6 replacement is the common method of repair for the type of structure or development,
7 and the replacement structure or development is comparable to the original structure or
8 development, including, but not limited to, its size, shape, configuration, location and
9 external appearance, and the replacement does not cause substantial adverse effects to
10 shoreline resources or environment.
- 11 4. Emergency Construction. Emergency construction necessary to protect property from
12 damage by the elements.
- 13 a. An “emergency” is an unanticipated and imminent threat to public health, safety, or the
14 environment which requires immediate action within a time too short to allow for full
15 compliance with the Shoreline Master Program.
- 16 b. Emergency construction does not include development of new permanent protective
17 structures where none previously existed. Where new protective structures are deemed to
18 be the appropriate means to address the emergency situation, upon abatement of the
19 emergency situation, the new structure shall be removed or any permit which would have
20 been required, absent an emergency, pursuant to Chapter 90.58 RCW, Chapter 173-27
21 WAC, or this Shoreline Program shall be obtained.
- 22 c. All emergency construction shall be consistent with the policies of Chapter 90.58 RCW
23 and the Shoreline Master Program.
- 24 d. In general, flooding or other seasonal events that can be anticipated and may occur, but
25 that are not imminent, are not an emergency.
- 26 5. Agricultural Construction or Practices. Construction and practices normal or necessary for
27 farming, irrigation and ranching activities, including agricultural service roads and utilities on
28 shorelands, and the construction and maintenance of irrigation structures, including, but not
29 limited to, head gates, pumping facilities and irrigation channels. A feedlot of any size, all
30 processing plants, other activities of a commercial nature, and alteration of the contour of the
31 shorelands by leveling or filling, other than that which results from normal cultivation, shall
32 not be considered normal or necessary farming or ranching activities. A feedlot shall be an
33 enclosure or facility used or capable of being used for feeding livestock hay, grain, silage, or
34 other livestock feed, but shall not include land for growing crops or vegetation for livestock
35 feeding and/or grazing, nor shall it include normal livestock wintering operations.
- 36 6. Construction of Single-Family Residence and Accessory Buildings. Construction on
37 shorelands by an owner, lessee or contract purchaser of a single-family residence for his own
38 use or for the use of his family, which residence does not exceed a height of thirty-five (35)

1 feet above average grade level as defined in WAC 173-27-030, and which meets all
2 requirements of the state agency or local government having jurisdiction thereof, other than
3 requirements imposed pursuant to this section.

4 a. “Single-family” residence means a detached dwelling designed for and occupied by one
5 (1) family, including those structures and developments within a contiguous ownership
6 which are a normal appurtenance. An “appurtenance” is necessarily connected to the use
7 and enjoyment of a single-family residence and is located landward of the OHWM and
8 the perimeter of a wetland.

9 b. Construction authorized under this exemption shall be located landward of the OHWM.

10 7. Construction of Non-Commercial Docks. Construction of a dock, including a community
11 dock designed for pleasure craft only, for the private noncommercial use of the owner, lessee,
12 or contract purchaser of single and multi-family residences. This exception applies if:

13 a. The fair market value of the dock does not exceed twenty thousand dollars (\$20,000) for
14 docks that are constructed to replace existing docks and are of equal or lesser square
15 footage than the existing dock being replaced; or

16 b. Ten thousand dollars (\$10,000) for all other docks constructed in fresh waters. However,
17 if subsequent construction occurs within five (5) years of completion of the prior
18 construction, and the combined fair market value of the subsequent and prior construction
19 exceeds the amount specified in this subsection, the subsequent construction shall be
20 considered a substantial development for the purpose of this Chapter.

21 c. A dock is a landing and moorage facility for watercraft and does not include recreational
22 decks, storage facilities, or other appurtenances.

23 d. The dock meets all requirements of this code. A private dock generally is prohibited.

24 8. Construction Authorized by the Coast Guard. Construction or modification, by or under the
25 authority of the Coast Guard or a designated port management authority, of navigational aids
26 such as channel markers and anchor buoys.

27 9. Operation, Maintenance, or Construction related to Irrigation. Operation, maintenance, or
28 construction of canals, waterways, drains, reservoirs, or other facilities that now exist or are
29 hereafter created or developed as part of an irrigation system for the primary purpose of
30 making use of system waters, including return flow and artificially stored ground water for
31 the irrigation of lands.

32 10. Marking of Property Lines on State-Owned Lands. The marking of property lines or corners
33 on State-owned lands when such marking does not interfere with the normal public use of the
34 surface of the water.

35 11. Operation and Maintenance of Agricultural Drainage or Dikes. Operation and maintenance
36 of any system of dikes, ditches, drains, or other facilities existing as of September 8, 1975

1 which were created, developed, or utilized primarily as a part of an agricultural drainage or
2 diking system.

3 12. Activities Necessary for Permit Application. Site exploration and investigation activities that
4 are prerequisites to preparation of an application for development authorization under the
5 Shoreline Master Program, if:

- 6 a. The activity does not interfere with the normal public use of the surface waters;
- 7 b. The activity will have no significant adverse impact on the environment, including, but
8 not limited to, fish, wildlife, fish or wildlife habitat, water quality, and aesthetic values;
- 9 c. The activity does not involve the installation of a structure, and upon completion of the
10 activity, the vegetation and land configuration of the site are restored to conditions
11 existing before the activity;
- 12 d. A private entity seeking development authorization under the Shoreline Master Program
13 first posts a performance bond or provides other evidence of financial responsibility to
14 the Administrator to assure that the site is restored to pre-existing conditions; and
- 15 e. The activity is not subject to the permit requirements of RCW 90.58.550.

16 13. Removal or Control of Noxious Weeds. The process of removing or controlling an aquatic
17 noxious weed, as defined in RCW 17.26.020, through the use of an herbicide or other
18 treatment methods applicable to weed control that are recommended by a final environmental
19 impact statement published by the Department of Agriculture or the Department of Ecology
20 jointly with other State agencies under Chapter 43.21C RCW.

21 14. Watershed Restoration Projects. Watershed restoration projects as defined below:

- 22 a. “Watershed restoration project” means a public or private project authorized by the
23 sponsor of a watershed restoration plan that implements the plan or a part of the plan and
24 consists of one or more of the following activities:
 - 25 i. A project that involves less than ten (10) miles of stream reach, in which less than
26 twenty-five (25) cubic yards of sand, gravel, or soil is removed, imported, disturbed,
27 or discharged, and in which no existing vegetation is removed except as minimally
28 necessary to facilitate additional plantings.
 - 29 ii. A project for the restoration of an eroded or unstable stream bank that employs the
30 principles of bioengineering, including limited use of rock as a stabilization only at
31 the toe of the bank, and with primary emphasis on using native vegetation to control
32 the erosive forces of flowing water.
 - 33 iii. A project primarily designed to improve fish and wildlife habitat, remove or reduce
34 impediments to migration of fish, or enhance the fishery resource available for use by
35 all of the citizens of the State, provided that any structure other than a bridge or
36 culvert or in-stream habitat enhancement structure associated with the project is less

1 than two hundred (200) square feet in floor area and is located above the OHWM of
2 the stream.

- 3 b. “Watershed restoration plan” means a plan developed or sponsored by a state department,
4 a federally recognized Indian tribe, a city, or a conservation district, for which agency
5 and public review has been conducted pursuant to Chapter 43.21C RCW, the State
6 Environmental Policy Act. The watershed restoration plan generally contains a general
7 program and implementation measures or actions for the preservation, restoration, re-
8 creation, or enhancement of the natural resources, character, and ecology of a stream,
9 stream segment, drainage area, or watershed.

10 15. Projects to Improve Fish and Wildlife Passage or Habitat. A public or private project, the
11 primary purpose of which is to improve fish or wildlife habitat or fish passage, when all of
12 the following apply:

- 13 a. The project has been approved in writing by the Department of Fish and Wildlife as
14 necessary for the improvement of the habitat or passage, and appropriately designed and
15 sited to accomplish the intended purpose;
16 b. The project has received hydraulic project approval by the Department of Fish and
17 Wildlife pursuant to Chapter 75.20 RCW; and
18 c. The Administrator has determined that the project is consistent with this Shoreline
19 Program.

20 16. Hazardous Substance Remediation. Hazardous substance remedial actions pursuant to WAC
21 173-27-040(3).

22 17. Projects on Lands Not Subject to Shoreline Jurisdiction Prior to Restoration. Actions on land
23 that otherwise would not be under the jurisdiction of the Shoreline Management Act except
24 for a change in the location of the OHWM or other criteria due to a shoreline restoration
25 project approved in accordance with RMC 26.50.140 that creates a landward shift in the
26 ordinary high water mark that brings the land under the jurisdiction of the Act.

27 C. All of the above exemptions are subject to the following regulations:

- 28 1. Exemptions shall be construed narrowly. Only those developments that meet the precise
29 terms of one or more of the listed exemptions may be granted exemption from the Substantial
30 Development Permit process.
31 2. The burden of proof that a development or use is exempt is on the applicant/proponent of the
32 exempt development action.
33 3. If any part of a proposed development is not eligible for exemption, then a Substantial
34 Development Permit or Special Use Permit is required for the entire project.

1 **26.50.021 Exemption Procedures.**

- 2 A. A project requiring a permit from the City and subject to an exemption to a Shoreline Substantial
3 Development Permit shall be reviewed under the criteria of the underlying permit with an
4 additional finding recorded by the Administrator addressing the grounds under which the permit
5 is exempt.
- 6 B. Any person claiming exemption from the permit requirements of this Shoreline Program as a
7 result of the exemptions specified in this section may make application for an exemption
8 certificate to the Administrator in the manner prescribed by the City.
- 9 C. For projects where Ecology is designated as the coordinating agency for the State with regard to
10 permits issued by the U.S. Army Corps of Engineers, the City shall transmit an exemption
11 certificate addressed to the applicant and the Department of Ecology whenever a development is
12 subject to one or more of the following federal permit requirements:
- 13 1. A U.S. Army Corps of Engineers Section 10 Permit under the Rivers and Harbors Act of
14 1899, which generally applies to any project occurring on or over navigable waters. Specific
15 applicability information should be obtained from the U.S. Army Corps of Engineers; or
- 16 2. A Section 404 Permit under the Federal Water Pollution Control Act of 1972, which
17 generally applies to any project which may involve discharge of dredge or fill material to any
18 water or wetland area. Specific applicability information should be obtained from the U.S.
19 Army Corps of Engineers.
- 20 The letter shall indicate the specific exemption provision from WAC 173-27-040 that is being
21 applied to the development, and provide a summary of the local government's analysis of the
22 consistency of the project with the Shoreline Program and the Act.
- 23 D. The City may attach conditions to the approval of exempted developments and/or uses as
24 necessary to ensure consistency of any project with the Shoreline Management Act and this
25 Shoreline Master Program.

26 **26.50.030 Shoreline Permit Application Procedures.**

27 In addition to the public notice requirements of Title 19 RMC, Development Regulation Administration,
28 the following notice shall be provided for each application for a Shoreline Substantial Development
29 Permit, Special Use Permit, or Variance.

- 30 A. Within fourteen (14) days after the City has made a determination of completeness on the project
31 permit application, the City shall issue public notice, including:
- 32 1. The date of application, the date of the notice of completion for the application, and the date
33 of the notice of application;
- 34 2. A description of the proposed project action and a list of the project permits included in the
35 application and, if applicable, a list of any studies requested under RCW 36.70B.070,
36 36.70B.090, and WAC 173-27-180;

3. The identification of other permits not included in the application to the extent known by the City;
4. The identification of existing environmental documents that evaluate the proposed project, and, if not otherwise stated on the document providing the notice of application, such as a city land use bulletin, the location where the application and any studies can be reviewed;
5. A statement of the public comment period, which shall be not less than thirty (30) days following the date of notice of application;
6. A statement of the right of any person to comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights. Public comments shall be accepted at any time prior to the closing of the record of an open record hearing, if any, or, if no open record hearing is provided, prior to the decision on the project permit;
7. The date, time, place and type of hearing, if applicable and scheduled as of the date of notice of the application;
8. A statement of the preliminary determination, if one has been made at the time of notice, of those development regulations that will be used for project mitigation and consistency; and
9. Any other information determined appropriate by the Administrator.

B. Public notice shall include:

1. Mailing of the notice to all latest recorded real property owners, as shown by the records of the county assessor, located within at least three hundred (300) feet of the boundary of the property upon which the development is proposed;
2. Posting on the property;
3. Publication at least once in the official newspaper of the City; and
4. If an open record public hearing is required, a notice shall be provided at least fifteen (15) days prior to the hearing.

26.50.040 Approval Criteria.

In order to approve any development within Shoreline Master Program jurisdiction, the City must find that a proposal is consistent with the following criteria in addition to the requirements of Title 19 RMC, Permit Administration.

- A. Conformance with the Shoreline Management Act of 1971, as amended;
- B. General conformance with the goals for the Shoreline Master Program, the general development policies for the plan elements, and the applicable policy statements for the use activity and the shoreline environment;
- C. Compliance with use regulations of the Shoreline Master Program appropriate to the shoreline designation and the type of use or development proposed, particularly the preference for water-

oriented uses, subject to liberal construction to give full effect to the objectives and purposes for which they have been enacted. If a non-water-oriented use is approved, the decision maker shall enter specific findings documenting why water-oriented uses are not feasible;

D. Compliance with bulk and dimensional regulations of the Shoreline Master Program appropriate to the shoreline designation and the type of use or development proposed, except those bulk and dimensional standards that have been modified by approval of a shoreline variance;

E. Consideration of the recommendations and comments of the Richland Parks and Recreation Commission, as the proposed development will affect and be affected by the goals and objectives of City plans for parks, trails, and open space;

F. General conformance with the provisions of the Richland Comprehensive Plan;

G. Consideration of provisions for facilities and improved designs to accommodate and encourage use by the physically disabled;

H. Compliance with the State Environmental Policy Act (SEPA), Chapter 43.21C RCW; and

I. Compliance with applicable provisions of the Richland Municipal Code.

26.50.050 Special Use Permit.

A. Certain uses are indicated in the use chart as being permitted subject to the granting of a Special Use Permit. The purpose of a Special Use Permit is to provide greater flexibility in administering the use regulations of the Shoreline Program to accommodate certain uses which, by nature of use, intensity, or impact on an area, cannot be permitted outright within a shoreline environment in a manner consistent with the policies of RCW 90.58.020. In authorizing a conditional use, special conditions may be attached to the permit by the City or the Department of Ecology to prevent undesirable effects of the proposed use, and/or to ensure consistency of the project with the Act and the Shoreline Master Program. Note: a Special Use Permit is the same as a Conditional Use in WAC 172-27-160.

B. Applications for Special Use Permits for development on shorelines shall be considered a request for site plan approval, and shall also be required to observe the permit application review procedure set forth in this Program.

C. Applicants shall disclose as part of the permit process:

1. Any applicable federal, state or local regulatory permit requirements; and
2. The status of any contact with those agencies having permit jurisdiction over the proposed project, and the status of any permit applications that may have been applied for.

D. Uses which are classified in this Shoreline Program as special uses may be authorized, provided that the applicant demonstrates all of the following:

1. That the proposed use is consistent with the policies, regulations and standards of RCW 90.58.020 and this Shoreline Program;

2. That the proposed use will not interfere with the normal public use of public shorelines;
 3. That the proposed use of the site and design of the project is compatible with other authorized uses within the area and with uses planned for the area under Richland's Comprehensive Plan and Shoreline Master Program;
 4. That the proposed use will cause no significant adverse effects to the shoreline environment in which it is to be located; and
 5. That the public interest suffers no substantial detrimental effect.
- E. In the granting of all Special Use Permits, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example, if Special Use Permits were granted for other developments in the area where similar circumstances exist, the total of the special uses shall also remain consistent with the policies of RCW 90.58.020, and shall not produce substantial adverse effects to the shoreline environment.
- F. Other uses which are not classified or set forth in the Shoreline Master Program may be authorized as special uses, provided the applicant can demonstrate consistency with the requirements of this section and the requirements for special uses contained in the Shoreline Program.
- G. Uses which are specifically prohibited by the Shoreline Program may not be authorized pursuant to either subsection (1) or (2) of this section.

26.50.060 Variances.

- A. A development may be granted which is at variance with the specific bulk, dimensional or performance standards established in the Shoreline Master Program where, owing to extraordinary circumstances relating to the physical character or configuration of property, the literal interpretation and strict application of the criteria established in the Shoreline Master Program would cause undue and unnecessary hardship or thwart the policies set forth in RCW 90.58.020. In all instances, the applicant must demonstrate that extraordinary circumstances are present. A Variance Permit may be required for a use that does not require a Substantial Development Permit but which may not be approved because it does not comply with the provisions of the Shoreline Master Program.
- B. Review of a Variance Permit shall be in accordance with RMC 26.50.050, Special Use Permits.
- C. Decision Criteria. The Hearing Examiner must find each of the following:
1. That the strict application of the bulk, dimensional or performance standards set forth in the Shoreline Program precludes, or significantly interferes with, reasonable use of the property;
 2. That the hardship described in (1) of this subsection is specifically related to the property, and is the result of unique conditions such as irregular lot shape, size, or natural features and the application of the Shoreline Program, and not, for example, from deed restrictions or the applicant's own actions;

3. That the design of the project is compatible with other authorized uses within the area and with uses planned for the area under the Comprehensive Plan and Shoreline Master Program, and will not cause adverse impacts to the shoreline environment;
4. That the variance will not constitute a grant of special privilege not enjoyed by the other properties in the area;
5. That the variance requested is the minimum necessary to afford relief; and
6. That the public interest will suffer no substantial detrimental effect.
7. In the granting of all Variance Permits, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example, if variances were granted to other developments and/or uses in the area where similar circumstances exist, the total of the variances shall also remain consistent with the policies of RCW 90.58.020, and shall not cause substantial adverse effects to the shoreline environment.

26.50.070 Time Requirements for Shoreline Permits.

- A. The time requirements of this section shall apply to all Substantial Development Permits, and to any development authorized pursuant to a Variance Permit or Special Use Permit authorized under the Shoreline Master Program.
- B. No construction pursuant to such permit shall begin or be authorized, and no building, grading or other construction permits or use permits shall be issued by the City, until twenty-one (21) days from the date a Substantial Development Permit was filed with the Department of Ecology and the Attorney General, or until all review proceedings are completed as were initiated within the twenty-one (21) days immediately following the date of filing. Filing shall occur in accordance with RCW 90.58.140(6) and WAC 173-27-130.
- C. No permits and construction pursuant to a Special Use Permit or Variance shall begin or be authorized until twenty-one (21) days from the date of notification of approval by the Department of Ecology, or until all review proceedings are completed as were initiated within the twenty-one (21) days immediately following the date of filing. Filing shall occur in accordance with RCW 90.58.140(6) and WAC 173-27-130.
- D. Unless a different time period is specified in the shoreline permit as authorized by RCW 90.58.143, construction activities, or a use or activity for which a permit has been granted pursuant to this Shoreline Program, must be commenced within two (2) years of the effective date of a shoreline permit, or the shoreline permit shall terminate and a new permit shall be necessary. However, the Administrator may authorize a single extension for a period not to exceed one (1) year based on reasonable factors if a request for extension has been filed with the City before the expiration date and notice of the proposed extension is given to parties of record and the Department of Ecology. "Construction activities" or "commencement of construction" means that construction applications must be submitted, permits must be issued, and foundation inspections must be approved and completed.

- 1 E. A permit authorizing construction shall extend for a term of no more than five (5) years after the
2 effective date of a shoreline permit, unless a longer period has been specified pursuant to RCW
3 90.58.143 and subsection (F) of this section. If an applicant files a request for an extension prior
4 to expiration of the shoreline permit, the Administrator shall review the permit, and upon a
5 showing of good cause may authorize a single extension of the shoreline permit for a period of up
6 to one (1) year. Otherwise, said permit shall terminate. Notice of the proposed permit extension
7 shall be given to parties of record and the Department of Ecology. To maintain the validity of a
8 shoreline permit, it is the applicant's responsibility to maintain valid construction permits in
9 accordance with adopted Building codes.
- 10 F. If it is determined that standard time requirements of subsections (D) and (E) should not be
11 applied, the decision maker, upon a finding of good cause, may establish shorter time limits,
12 provided that as a part of action on a Special Use Permit or Variance, the approval of the
13 Department of Ecology shall be required. "Good cause" means that the time limits established
14 are reasonably related to the time actually necessary to perform the development on the ground
15 and complete the project that is being permitted.
- 16 G. For purposes of determining the life of a shoreline permit, the effective date of a Shoreline
17 Substantial Development Permit, Shoreline Special Use Permit, or Shoreline Variance Permit
18 shall be the date of filing as provided in RCW 90.58.140(6). The permit time periods do not
19 include the time during which a use or activity was not actually pursued due to the pendency of
20 appeals or legal actions, or due to the need to obtain any other government permits and approvals
21 for the development that authorize the development to proceed.
- 22 H. It is the responsibility of the applicant to inform the Administrator of the pendency of other
23 permit applications filed with agencies other than the City, and of any related administrative or
24 legal actions on any permit or approval. If no notice of the pendency of other permits or
25 approvals is given to the City prior to the expiration date established by the shoreline permit or
26 the provisions of this section, the expiration of a permit shall be based on the effective date of the
27 shoreline permit.
- 28 I. If the granting of a shoreline permit by the City is appealed to the Shoreline Hearings Board, and
29 the Shoreline Hearings Board has approved the granting of the permit, and an appeal for judicial
30 review of the Shoreline Hearings Board decision is filed, construction authorization may occur
31 subject to the conditions, time periods, and other provisions of RCW 90.58.140(5)(c).

32 **26.50.080 Land Division.**

33 Prior to approval of any land division, such as short subdivisions, preliminary long plats, and boundary
34 line adjustments within shoreline jurisdiction, the City shall document compliance with bulk and
35 dimensional standards as well as policies and regulations of the Shoreline Master Program, and attach
36 appropriate conditions and/or mitigating measures to such approvals to ensure the design, development
37 activities, and future use associated with such lands are consistent with the Shoreline Master Program. A
38 prohibition on individual private docks shall be imposed on all land divisions.

1 **26.50.090 Construction Permit Compliance.**

2 For all development within shoreline jurisdiction, the Building Official shall not issue a construction
3 permit for such development until compliance with the Shoreline Master Program has been documented.
4 If a Shoreline Substantial Development Permit is required, no permit shall be issued until all comment
5 and appeal periods have expired. Any permit issued by the Building Official for such development shall
6 be subject to the same terms and conditions that apply to the shoreline permit.

7 **26.50.100 Rulings to State.**

8 Any ruling on an application for a permit or permit revision under authority of this Shoreline Program,
9 whether it is an approval or denial, shall, with the transmittal of the ruling to the applicant, be filed
10 concurrently with the Department of Ecology and the Attorney General by the Administrator. Filing shall
11 occur in accordance with RCW 90.58.140(6) and WAC 173-27-130.

12 **26.50.110 Appeals.**

13 Any person aggrieved by the granting, denying, or rescinding of a permit on shorelines of the State
14 pursuant to RCW 90.58.140 may seek review from the Shorelines Hearings Board by filing a petition for
15 review within twenty-one (21) days of the date of receipt of the decision as provided for in RCW
16 90.58.140(6).

17 **26.50.120 Rescission of Permits.**

- 18 A. Any shoreline permit issued under the terms of this Shoreline Program may be rescinded or
19 suspended upon a finding that a permittee has not complied with conditions of the permit.
- 20 B. Such rescission and/or modification of an issued permit shall be initiated by serving written
21 notice of noncompliance on the permittee, which shall be sent by registered or certified mail,
22 return receipt requested, to the address listed on the application, or to such other address as the
23 applicant or permittee may have advised the City; or such notice may be served on the applicant
24 or permittee in person or on his agent in the same manner as service of summons as provided by
25 law.
- 26 C. Before any such permit can be rescinded, a public hearing shall be held by the Administrator.
27 Notice of the public hearing shall be made in accordance with Chapter 19.40 RMC. The decision
28 of the Administrator shall be the final decision of the City on all rescinded applications. A written
29 decision shall be transmitted to the Department of Ecology, the Attorney General's office, the
30 applicant, and such other departments or boards of the City as are affected thereby and the City
31 Council.
- 32 D. The Department of Ecology may petition the Shoreline Hearings Board for a rescission of the
33 permit if Ecology is of the opinion that the noncompliance continues to exist thirty (30) days after
34 the date of the notice, and the City has taken no action to rescind the permit, as provided by RCW
35 90.58.140(8).

1 **26.50.121 Violations – Penalties.**

- 2 A. Violation of Chapter 26.50 RMC is subject to the procedures and penalties of Chapter 10.02
3 RMC, Violations and Procedures.
- 4 B. In addition to the provisions of Title 10 RMC, the City Attorney may bring action pursuant to RCW
5 90.58 and other applicable statutes, including such injunctive, declaratory, or other actions as are
6 necessary to ensure that no uses are made of the shorelines of the State within the City’s jurisdiction
7 which are in conflict with the provisions and programs of this Shoreline Program or the Shoreline
8 Management Act of 1971, and to otherwise enforce provisions of this Program and the Shoreline
9 Management Act of 1971, including the cease and desist provisions of WAC 173-27-270.
- 10 C. Any person who shall fail to conform to the terms of a permit issued under Chapter 26.50 RMC,
11 or who shall undertake development on the shorelines of the State without first obtaining any
12 permit required under this chapter, shall also be subject to a civil penalty not to exceed one
13 thousand dollars (\$1,000) for each violation. Each permit violation or each day of continued
14 development without a required permit shall constitute a separate violation.
- 15 D. In addition to incurring civil liability, any person found to have willfully engaged in activities on
16 the shorelines of the State in violation of the provisions of Chapter 26.50 RMC or any of the
17 Shoreline Master Program rules or regulations adopted pursuant thereto shall be guilty of a
18 misdemeanor, and shall be punished by a fine of not less than twenty-five (\$25) nor more than
19 one thousand dollars (\$1,000) or by imprisonment for not more than ninety (90) days, or by both
20 such fine and imprisonment; provided that the third and all subsequent violations in any five (5)-
21 year period shall constitute a gross misdemeanor punishable by up to 364 days of imprisonment
22 and a fine of not less than five hundred (\$500) nor more than five thousand (\$5,000) dollars.
- 23 E. In addition to subsections (A) – (D) of this section, any person subject to this Shoreline Program
24 who violates any provision of this Shoreline Program or the provisions of a permit issued
25 pursuant thereto shall be liable for all damages to public or private property arising from such
26 violation, including the cost of restoring the affected area to its condition prior to such violation.
27 The City Attorney shall bring suit for damages under this subsection on behalf of the City. Private
28 persons shall have the right to bring suit for damages under this subsection on their own behalf
29 and on behalf of all persons similarly situated. If liability has been established for the cost of
30 restoring an area affected by violation, the Court shall make provision to assure that restoration
31 will be accomplished within a reasonable time at the expense of the violator. In addition to such
32 relief, including monetary damages, the Court in its discretion may award attorney’s fees and
33 costs of the suit to the prevailing party.

34 **26.50.140 Restoration Project Relocation of OHWM.**

35 The City may grant relief from Shoreline Master Program development standards and use regulations
36 when the following apply:

- 37 A. A shoreline restoration project causes, or would cause, a landward shift in the ordinary high water
38 mark, resulting in the following:

1. Land that had not been regulated under this title prior to construction of the restoration project is brought under shoreline jurisdiction; or
 2. Additional regulatory requirements apply due to a landward shift in required shoreline buffers or other regulations of the Shoreline Master Program; and
 3. Application of Shoreline Master Program regulations would preclude or interfere with use of the property permitted by local development regulations, thus presenting a hardship to the project proponent.
- B. The proposed relief meets all of the following criteria:
1. The proposed relief is the minimum necessary to relieve the hardship;
 2. After granting the proposed relief, there is net environmental benefit from the restoration project; and
 3. Granting the proposed relief is consistent with the objectives of the shoreline restoration project and consistent with the Shoreline Master Program.
 4. Where a shoreline restoration project is created as mitigation to obtain a development permit, the project proponent required to perform the mitigation is not eligible for relief under this section.
- C. The application for relief must be submitted to the Department of Ecology for written approval or disapproval. This review must occur during Ecology's normal review of a Shoreline Substantial Development Permit, Special Use Permit, or Variance. If no such permit is required, then Ecology shall conduct its review when the City provides a copy of a complete application and all supporting information necessary to conduct the review.
1. Except as otherwise provided in subsection (D) of this section, the Department of Ecology shall provide at least twenty (20) days' notice to parties that have indicated interest to Ecology in reviewing applications for relief under this section, and post the notice on Ecology's website.
 2. The Department of Ecology shall act within thirty (30) calendar days of close of the public notice period, or within thirty (30) days of receipt of the proposal from the City if additional public notice is not required.
- D. The public notice requirements of subsection (C) of this section do not apply if the relevant shoreline restoration project was included in a Shoreline Master Program or shoreline restoration plan as defined in WAC 173-26-201, as follows:
1. The restoration plan has been approved by Ecology under applicable Shoreline Master Program guidelines; and
 2. The shoreline restoration project is specifically identified in the Shoreline Master Program or restoration plan, or is located along a shoreline reach identified in the Shoreline Master Program or restoration plan as appropriate for granting relief from shoreline regulations; and

- 1 3. The Shoreline Master Program or restoration plan includes policies addressing the nature of
2 the relief and why, when, and how it would be applied.

3 **26.50.150 Shoreline Moratorium.**

4 The City Council may adopt moratoria or other interim official controls as necessary and appropriate to
5 implement the provisions of the Shoreline Management Act in accordance with RCW 90.58.590

6 **26.60 Sensitive Areas.**

7 The following sections of Chapter 26.60 RMC, Sensitive Areas, apply to sensitive areas within Shoreline
8 Management Act jurisdiction.

9 **26.60.010 General Purpose and Intent.**

- 10 A. Sensitive areas perform many important biological and physical functions that benefit the City of
11 Richland and its residents. The City shall regulate in the shoreline jurisdiction all uses, activities,
12 and development within, adjacent to, or likely to affect one or more sensitive areas, consistent
13 with the provisions of RMC 26.60, Sensitive Areas.

14 These functions include, but are not limited to, the following (by type):

- 15 1. Wetlands: helping to maintain water quality; storing and conveying stormwater and flood
16 water; recharging ground water; providing important wildlife habitat; and serving as areas for
17 recreation, educational and scientific study, and aesthetic appreciation.
- 18 2. Fish and wildlife habitat areas: maintaining species diversity and genetic diversity of local
19 flora and fauna; providing opportunities for food, cover, nesting, breeding and movement for
20 fish and wildlife; serving as areas for recreation, educational and scientific study and
21 aesthetic appreciation; helping to maintain air and water quality; controlling erosion; and
22 providing neighborhood separation and visual diversity within urban areas.
- 23 3. In addition, certain portions of the City of Richland are characterized by geologic hazards that
24 pose a risk to public and private property, to human life and safety, and to the natural systems
25 that make up the environment of the City of Richland. These lands are affected by natural
26 processes that make them susceptible to landslides, seismic activity, and/or severe erosion.
27 The City of Richland maintains that protection of sensitive areas and regulation of geologic
28 hazards are necessary to protect the public health, safety, and welfare.

- 29 B. This section of the Shoreline Master Program contains standards, guidelines, criteria and
30 requirements intended to identify, analyze, and mitigate probable impacts to the City of
31 Richland's sensitive areas and geologic hazard areas within the shoreline jurisdiction, and to
32 enhance and restore them when possible. The intent of these regulations, in concert with other
33 Shoreline Master Program provisions, is to achieve no net loss of ecological function. In
34 appropriate circumstances, impacts to sensitive and geologic hazard areas that result from
35 regulated activities may be minimized, rectified, reduced, and/or compensated for, consistent with
36 these requirements. The City of Richland's goal shall be the protection of existing ecological

functions and ecosystem-wide processes and restoration of degraded ecological functions and ecosystem-wide processes to achieve no net loss of shoreline ecological functions, and to avoid probable impacts, to the extent feasible, to all sensitive areas.

C. It is the intent of this section to:

1. Implement the goals and policies of the City of Richland's Comprehensive Plan, including those goals and policies that pertain to natural features and environmental protection; aesthetics and community character; adequate housing and infrastructure; opportunities for economic development; creation of a balanced transportation system; adequate public facilities; and achievement of a mix of land use types and densities consistent with the City of Richland's land use plan;
2. Protect sensitive areas through the application of the most current, accurate, and complete scientific or technical information available as determined according to WAC 173-26-201(2)(a), and in consultation with state and federal agencies and other qualified professionals, and to integrate the full spectrum of state, tribal, and federal programs;
3. Comply with the Shoreline Management Act, Chapter 90.58 RCW, and implementing rules;
4. Serve as a basis for exercise of the City's substantive authority under the State Environmental Policy Act (SEPA) and the City's SEPA rules;
5. Comply with the requirements of the Growth Management Act, Chapter 36.70A RCW, and implementing rules; and
6. Coordinate environmental review and permitting of proposals to avoid duplication and delay.

D. The City of Richland has mapping available from a variety of local, state, and federal information sources and based on topographic, geologic, hydrologic, and habitat characteristics that indicate where sensitive areas or geologic hazards may exist. Additional study and mapping are needed to verify that such conditions do prevail, and to identify other areas that are potentially sensitive areas. Maps and reference documents in the City of Richland's SMP Inventory, Characterization and Analysis report include this information. This mapping helps the City identify the potential presence of sensitive areas or the risks associated with developing lands subject to geologic hazards to the public. It should be noted that the boundaries of the sensitive areas and geologic hazard areas displayed on these maps are approximate, and are not intended to be used for individual site assessment. When differences occur between what is illustrated on these maps and current site conditions, the actual presence or absence of environmentally sensitive areas or geologic hazard areas on the site shall determine the action to be taken.

26.60.012 General Applicability of these Regulations.

The provisions of these regulations shall apply to any activity that affects sensitive areas or their established buffers within the City's shoreline jurisdiction, and this provision applies whether or not a Substantial Development Permit or other type of City approval is being sought.

1 **26.60.015 General Relationship of Regulations of one type of Sensitive Area Protection to**
2 **other Regulations.**

3 These sensitive area regulations shall apply as an overlay and in addition to shoreline, zoning, land use,
4 and other regulations established by the City of Richland. Areas characterized as sensitive may also be
5 subject to other regulations established by this title due to the overlap or multiple functions of some
6 sensitive or critical areas. For example, some landslide hazard areas (e.g., steep slopes) adjacent to
7 wetlands may be regulated by buffering requirements according to the wetland management provisions of
8 this title. Wetlands may be defined and regulated according to the wetland section and habitat
9 management provisions of this title. In the event of any conflict between these regulations and any other
10 regulations of the City of Richland, the regulations which provide greater protection to environmentally
11 sensitive areas shall apply.

12 **Article II. Wetlands**

13 **26.60.020 Regulated Activities in Wetlands.**

14 The following activities which occur in conjunction with a development application within a wetland and
15 its associated buffer, or outside a wetland or buffer but affecting the wetland or buffer, shall be regulated
16 pursuant to the standards of this chapter to achieve, at a minimum, no net loss of wetland area and
17 ecological functions, including lost time when the wetland does not perform the function:

- 18 A. Removing, excavating, disturbing or dredging soil, sand, gravel, minerals, organic matter or
19 materials of any kind;
- 20 B. Dumping, discharging or filling with any material;
- 21 C. Draining, flooding or disturbing the water level or water table;
- 22 D. Driving, piling or placing obstructions;
- 23 E. Constructing, reconstructing, demolishing or altering any structure or infrastructure, or if the
24 activity results in greater impervious surface coverage;
- 25 F. Destroying or altering vegetation, including through clearing, harvesting, shading or planting
26 vegetation that would alter the character of wetland;
- 27 G. Activities that result in significant changes in water temperature, physical or chemical
28 characteristics of wetland water sources, including water quantity and quality as stated in Chapter
29 90.03 RCW and Chapter 173-201 WAC;
- 30 H. Alteration of natural drainage patterns or any activity that results in a discharge of stormwater
31 runoff into a wetland; and
- 32 I. Any other activities affecting a wetland or wetland buffer not otherwise exempt from the
33 provisions of this section.

1 **26.60.021 Exemptions and Allowed Uses in Wetlands.**

2 A. Wetlands. The following wetlands are exempt from the buffer provisions contained in this
3 chapter and the normal mitigation sequencing process in RMC 26.20.020. They may be filled if
4 impacts are fully mitigated based on provisions in RMC 26.60.026, Wetland Alteration and
5 Mitigation. In order to verify the following conditions, a critical area report for wetlands must be
6 submitted.

7 1. All isolated Category III and IV wetlands less than 1,000 square feet that:

- 8 a. Are not associated with riparian areas or buffer;
- 9 b. Are not part of a wetland mosaic;
- 10 c. Do not contain habitat identified as essential for local populations of priority species
11 identified by the Washington Department of Fish and Wildlife or species of local
12 importance;
- 13 d. Are not a vernal pool;
- 14 e. Are not an alkali wetland; and
- 15 f. Do not contain aspen stands.

16 B. Activities Allowed in Wetlands. The activities listed below are allowed in wetlands. These
17 activities do not require submission of a sensitive area report, except where such activities result
18 in a loss of the functions and values of a wetland or wetland buffer. These activities include:

- 19 1. Those activities and uses conducted pursuant to the Washington State Forest Practices Act
20 and its rules and regulations, WAC 222-12-030, where state law specifically exempts local
21 authority, except those developments requiring local approval for Class 4 – General Forest
22 Practice Permits (conversions) as defined in Chapter 76.09 RCW and WAC 222-12.
- 23 2. Conservation or preservation of soil, water, vegetation, fish, shellfish, and/or other wildlife
24 that does not entail changing the structure or functions of the existing wetland.
- 25 3. The harvesting of wild crops in a manner that is not injurious to natural reproduction of such
26 crops, and provided the harvesting does not require tilling of soil, planting of crops, chemical
27 applications, or alteration of the wetland by changing existing topography, water conditions,
28 or water sources.
- 29 4. Drilling for utilities/utility corridors under a wetland, with entrance/exit portals located
30 completely outside of the wetland buffer, provided that the drilling does not interrupt the
31 ground water connection to the wetland or percolation of surface water down through the soil
32 column. Specific studies by a hydrologist are necessary to determine whether the ground
33 water connection to the wetland or percolation of surface water down through the soil column
34 will be disturbed.
- 35 5. Enhancement of a wetland through the removal of non-native invasive plant species.
36 Removal of invasive plant species shall be restricted to hand removal unless permits from the

appropriate regulatory agencies have been obtained for approved biological or chemical treatments. All removed plant material shall be taken away from the site and appropriately disposed of. Plants that appear on the Washington State Noxious Weed Control Board list of noxious weeds must be handled and disposed of according to a noxious weed control plan appropriate to that species. Re-vegetation with appropriate native species at natural densities shall occur in conjunction with removal of invasive plant species.

6. Educational and scientific research activities.

7. Normal and routine maintenance and repair of any existing public or private facilities within an existing right-of-way, provided that the maintenance or repair does not expand the footprint or use of the facility or right-of-way.

C. Notwithstanding the exemptions provided by this chapter, any otherwise exempt activities occurring in or near wetlands shall comply with the intent of these standards and shall consider on-site alternatives that achieve no net loss of ecological wetland functions.

26.60.022 Wetland Inventory Maps.

The approximate location and extent of wetlands within the City of Richland's planning area are shown on the Sensitive Areas maps adopted as part of this Program, and provided in the City's SMP Inventory, Analysis and Characterization report. These maps shall be used only as a general guide for the assistance of property owners and the public, as the boundaries are generalized. The actual type, extent, and boundaries of wetlands shall be determined in the field by a qualified consultant according to the procedures, definitions, and criteria established by this title. In the event of any conflict between the wetland location or designation shown on the City of Richland's maps and the criteria or standards of this title, the results of applying the criteria and standards during the field investigation shall control.

26.60.023 Rating – Categories of Wetland.

Wetlands shall be designated Category I, Category II, Category III, or Category IV according to the following criteria:

A. Category I, II, III, and IV are set forth in the Washington State Department of Ecology's Washington State Wetlands Rating System for Eastern Washington, Publication #04-06-030, as may be amended in the future (hereinafter referred to as the Ecology Wetlands Rating System).

26.60.024 Wetland Buffer Areas.

A. The establishment of wetland buffer areas shall be required for all development proposals and activities adjacent to wetlands to protect the integrity, function, and value of the wetland. Buffers shall consist of an undisturbed area of vegetation established to protect the functions and values of the wetland. The standard buffer widths assume that the buffer is vegetated with a native plant community appropriate for the ecoregion. If the existing buffer is unvegetated, sparsely vegetated, or vegetated with invasive species that do not perform needed functions, the buffer should either be planted to create the appropriate plant community or the buffer should be widened to ensure that adequate functions of the buffer are provided. Buffers shall be determined

1 in conjunction with considerations of wetland type and quality, approved wetland alterations, and
2 required mitigation measures. Buffers are not intended to be established or to function
3 independently of the wetland they are established to protect; the establishment of a buffer shall
4 not operate to prevent a use or activity that would otherwise be permitted in the wetland subject
5 to mitigation.

6 B. Buffers shall be measured from the wetland edge as delineated using the 1987 U.S. Army Corps
7 of Engineers Wetlands Delineation Manual and the Arid West Regional Supplement. Buffers
8 shall be marked in the field. Required buffer widths shall be determined according to the
9 proposed land use (Table 26.60.024(C)) and the wetland category (Table 26.60.024(D)).

10 C. The following table describes the types of land use:
11

1 **Table 26.60.024(C) Land Use Intensity Table**

Level of Impact from Proposed Change in Land Use	Types of Land Use Based on Common Zoning Designations
High	• Commercial • Urban • Industrial • Institutional • Retail sales • Residential (more than 1 unit/acre) • High-intensity recreation (golf courses, ball fields, etc.) • Conversion to high intensity agriculture (dairies, nurseries, greenhouses, growing and harvesting crops requiring annual tilling and raising and maintaining animals, etc.) • Hobby Farms
Moderate	• Residential (1 unit/acre or less) • Moderate-intensity open space (parks with biking, jogging, etc.) • Paved driveways and gravel driveways serving 3 or more residences • Paved trails • Conversion to moderate intensity agriculture (orchards, hay fields, etc.) • Utility corridor or right-of-way shared by several utilities and including access/maintenance road
Low	• Low-intensity open space (hiking, bird-watching, preservation of natural resources, etc.) • Timber management (cutting of trees only) • Gravel driveways serving 2 or fewer residences • Unpaved trails • Utility corridor without a maintenance road and little or no vegetation management.

2 D. The following buffer widths are established:

3 **Table 26.60.024 (D) Wetland Buffer Widths**

Wetland Characteristics	Buffer Width by Impact of Proposed Land Use	Other Measures Recommended for Protection
<i>Category IV Wetlands (For wetlands scoring less than 16 points for all functions)</i>		
Score for all 3 basic functions is less than 16 points	Low – 25 ft Moderate – 40 ft High – 50 ft	No recommendations at this time
<i>Category III Wetlands (For wetlands scoring 16-18 points for all functions)</i>		
Moderate level of function for habitat (score for habitat 5-7 points)	Low – 75 ft Moderate – 110 ft High – 150 ft	No recommendations at this time
*If wetland scores 8-9 habitat points, see Category II buffers		
Score for habitat 3-4 points	Low – 40 ft Moderate – 60 ft High – 80 ft	No recommendations at this time

Wetland Characteristics	Buffer Width by Impact of Proposed Land Use	Other Measures Recommended for Protection
<i>Category II Wetlands (For wetlands that score 19-21 points for all functions or having the “Special Characteristics” identified in the rating system)</i>		
High level of function for habitat (score for habitat 8-9 points)	Low – 100 ft Moderate – 150 ft High – 200 ft	Maintain connections to other habitat areas.
Moderate level of function for habitat (score for habitat 5-7 points)	Low – 75 ft Moderate – 110 ft High – 150 ft	No recommendations at this time
High level of function for water quality improvement and low for habitat (score for water quality 8-9 points; habitat less than 5 points)	Low – 50 ft Moderate – 75 ft High – 100 ft	No additional surface discharges of untreated runoff
Riparian forest	Buffer width to be based on score for habitat functions or water quality functions	Riparian forest wetlands need to be protected at a watershed or subbasin scale Other protection based on needs to protect habitat and/or water quality functions
Not meeting above characteristic	Low – 50 ft Moderate – 75 ft High – 100 ft	No recommendations at this time
<i>Category I Wetlands (For wetlands that score 22 points or more for all functions or having the “Special Characteristics” identified in the rating system)</i>		
Wetlands of High Conservation Value	Low – 125 ft Moderate – 190 ft High – 250 ft	No additional surface discharges to wetland or its tributaries. No septic systems within 300 ft of wetland. Restore degraded parts of buffer.
High level of function for habitat (score for habitat 8-9 points)	Low – 100 ft Moderate – 150 ft High – 200 ft	Restore degraded parts of buffer. Maintain connections to other habitat areas
Moderate level of function for habitat (score for habitat 5-7 points)	Low – 75 ft Moderate – 110 ft High – 150 ft	No recommendations at this time
High level of function for water quality improvement (8-9 points) and low for habitat (less than 5 points)	Low – 50 ft Moderate – 75 ft High – 100 ft	No additional surface discharges of untreated runoff
Not meeting any of the above characteristics	Low – 50 ft Moderate – 75 ft High – 100 ft	No recommendations at this time

1 **26.60.025 Buffer Modifications.**

2 A. Buffer averaging to improve wetland protection may be permitted when all of the following
3 conditions are met:

- 4 1. The wetland has significant differences in characteristics that affect its habitat functions, such
5 as a wetland with a forested component adjacent to a degraded emergent component or a
6 “dual-rated” wetland with a Category I area adjacent to a lower rated area.
- 7 2. The buffer is increased adjacent to the higher functioning area of habitat or more sensitive
8 portion of the wetland and decreased adjacent to the lower functioning or less sensitive
9 portion as demonstrated by a critical areas report from a qualified wetland professional.
- 10 3. The total area of the buffer after averaging is equal to the area required without averaging.
- 11 4. The buffer at its narrowest point is never less than either three-fourths ($\frac{3}{4}$) of the required
12 width or seventy-five (75) feet for Category I and II, fifty (50) feet for Category III, and
13 twenty-five (25) feet for Category IV, whichever is greater.

14 B. Averaging for proposed land uses may be allowed when all of the following are met:

- 15 1. There are no feasible alternatives to the site design that could be accomplished without buffer
16 averaging.
- 17 2. The averaged buffer will not result in degradation of the wetland’s functions and values as
18 demonstrated by a critical areas report from a qualified wetland professional.
- 19 3. The total buffer area after averaging is equal to the area required without averaging.
- 20 4. The buffer at its narrowest point is never less than either three-fourths ($\frac{3}{4}$) of the required
21 width or seventy-five (75) feet for Category I and II, fifty (50) feet for Category III, and
22 twenty-five (25) feet for Category IV, whichever is greater.

23 C. Reduction in buffer width based on reducing the intensity of impacts from proposed land uses.

- 24 1. The buffer widths recommended for proposed land uses with high-intensity impacts to
25 wetlands can be reduced to those recommended for moderate-intensity impacts under the
26 following conditions:

27 a. For wetlands that score moderate or high for habitat (5 points or more for the habitat
28 functions), the width of the buffer can be reduced if the following criteria are met:

- 29 i. A relatively undisturbed, vegetated corridor at least one hundred (100) feet wide is
30 protected between the wetland and any other Priority Habitats as defined by the
31 Washington State Department of Fish and Wildlife. “Relatively undisturbed” and
32 “vegetated corridor” are defined in the Washington State Wetland Rating System for
33 Eastern Washington – 2014 Update, or latest update. Priority Habitats in eastern
34 Washington include:

- 35 • Wetlands

- Riparian zones
 - Cliffs
 - Urban natural open space
- ii. The corridor must be protected for the entire distance between the wetland and the Priority Habitat by some type of legal protection, such as a conservation easement.
 - iii. Measures to minimize the impacts of different land uses on wetlands, such as the examples summarized in Table 26.60.025(D), are applied.
- b. For wetlands that score fewer than five (5) points for habitat, the buffer width can be reduced to that required for moderate land-use impacts by applying measures to minimize the impacts of the proposed land uses (see examples in Table 26.60.025(D)).

D. Examples of measures to minimize impacts to wetlands from changes in land uses with high impacts.

Table 26.60.025(D) Examples of Measures to Minimize Impacts to Wetlands from Changes in Land Uses with High Impacts

Examples of Disturbance	Activities and Uses that Cause Disturbances	Examples of Measures to Minimize Impacts
Lights	• Parking lots • Warehouses • Manufacturing • Residential areas	• Direct lights away from wetland
Noise	• Manufacturing • Residential areas	• Locate activity that generates noise away from wetland
Toxic runoff*	• Parking lots • Roads • Manufacturing • Residential areas • Application of agricultural pesticides • Landscaping	• Route all new, untreated runoff away from wetland while ensuring wetland is not dewatered • Establish covenants limiting use of pesticides within 150 ft of wetland • Apply integrated pest management
Stormwater runoff	• Parking lots • Roads • Manufacturing • Residential areas • Commercial • Landscaping	• Retrofit stormwater detention and treatment for roads and existing adjacent development • Prevent channelized flow from lawns that directly enters the buffer
Change in water regime	• Impermeable surfaces • Lawns • Tilling	• Infiltrate or treat, detain, and disperse into buffer new runoff from impervious surfaces and new lawns
Pets and human disturbance	• Residential areas	• Use privacy fencing; plant dense vegetation to delineate buffer edge and to discourage disturbance using vegetation appropriate for the ecoregion; place wetland and its buffer in a separate tract

Dust	• Tilled fields	• Use BMPs to control dust
* These examples are not necessarily adequate for minimizing toxic runoff if threatened or endangered species are present at the site.		

- E. The minimum buffer width stated in Table 26.60.024(D), Wetland Buffer Widths, shall be increased when the qualified consultant determines, based upon a site-specific wetland analysis, that impacts on the wetland from a proposed development can only be mitigated by a greater buffer width. The standard wetland buffer width shall be increased:
1. When the adjacent land is susceptible to severe erosion and erosion control measures will not effectively prevent adverse wetland impacts; or
 2. When the standard buffer has minimal or degraded vegetative cover that cannot be improved through enhancement; or
 3. When the wetland provides habitat for a species that is particularly sensitive to disturbance (listed by the federal government or the state as endangered, threatened, candidate, monitored or documented priority species or habitat for those species, or has unusual nesting or resting sites such as heron rookeries or raptor nesting trees), the width of the buffer should be increased to provide adequate protection for the species based on its particular life-history needs: or
 4. When the minimum buffer for a wetland extends into an area with a slope of greater than twenty-five percent (25%), the buffer shall be increased by fifty percent (50%).
- F. Low impact uses and activities (see Table 25.60.024(C)) that are consistent with the purpose and function of the wetland buffer and do not detract from its integrity may be permitted within the buffer depending on the sensitivity of the wetland. Examples of uses and activities that may be permitted in appropriate cases, based on guidance in the Wetlands and CAO Guidance for Small Cities, Eastern Washington version (dated January 2010, revised October 2012, as may be amended in the future), include pedestrian trails, viewing platforms, stormwater management facilities such as grass-lined swales, and utility easements. Uses permitted within the buffer shall be located in the outer portion of the buffer as far as possible from the wetland.
- G. A variance from buffer width requirements may be granted by the City of Richland upon a demonstration by the applicant that the shoreline variance criteria are met per RMC 26.50.060.

26.60.026 Wetland Alteration and Mitigation.

- A. All adverse impacts to wetland functions and values shall be mitigated. Mitigation actions by an applicant or property owner shall occur in the following priority sequence per RMC 26.20.020(B), Ecological Functions, No Net Loss (Mitigation Sequence).
- B. Where impacts cannot be avoided, the applicant or property owner shall seek to implement other appropriate mitigation actions in compliance with the intent, standards, and criteria of this

1 section. These shall include consideration of alternative site plans and building layouts and/or
2 reduction in the density or scope of the proposal.

3 C. Alteration of wetlands and/or their buffers may be permitted by the City subject to the following
4 criteria:

5 1. Category I Wetlands. Alterations of Category I wetlands shall be avoided.

6 2. Category II Wetlands.

7 a. Any proposed alteration and mitigation shall comply with the requirements of this section
8 through RMC 26.60.028, Mitigation Standards, Criteria, and Plan Requirements; and

9 b. No net loss of wetland function and value will occur due to the alteration.

10 3. Category III Wetlands.

11 a. The proposed mitigation complies with the requirements of this section through RMC
12 26.60.028, Mitigation Standards, Criteria, and Plan Requirements; and

13 b. Where enhancement is proposed, replacement ratios comply with the requirements of
14 RMC 26.60.028(C), Wetland Replacement Ratios.

15 **26.60.027 Stormwater Runoff.**

16 New development within one hundred fifty (150) feet of a wetland buffer shall contain stormwater runoff
17 within the developed portions of the site. No stormwater runoff shall drain into the wetland. Deviations
18 from this standard may be approved by the City; provided that a study undertaken by a qualified
19 consultant in accordance with the provisions of RMC 26.60.028 indicates that the potential discharge of
20 stormwater runoff from a development site into a wetland is adequately mitigated to protect the functions
21 and values of the wetland. In the case of a Category III or Category IV wetland, stormwater management
22 facilities may be located within the outer twenty-five percent (25%) of the required wetland buffer;
23 provided that a determination is made that no other location is feasible and the location of such facilities
24 will not have an adverse impact on the functions and values of the wetland.

25 **26.60.028 Mitigation Standards, Criteria, and Plan Requirements.**

26 A. Location and Timing of Mitigation.

27 1. Location of Compensatory Mitigation. Compensatory mitigation actions shall be conducted
28 within the same sub-drainage basin and on the site of the alteration except when all of (a)
29 through (d) below apply. In that case, mitigation may be allowed off site within the
30 subwatershed of the impact site. When considering off-site mitigation, preference should be
31 given to using alternative mitigation, such as a mitigation bank, an in-lieu fee program, or
32 advanced mitigation.

33 a. There are no reasonable opportunities on-site or within the sub-drainage basin (e.g., on-
34 site options would require elimination of high-functioning upland habitat), or
35 opportunities on-site or within the sub-drainage basin do not have a high likelihood of
36 success based on a determination of the capacity of the site to compensate for the

1 impacts. Considerations should include: anticipated replacement ratios for wetland
2 mitigation, buffer conditions and proposed widths, available water to maintain anticipated
3 hydrogeomorphic classes of wetlands when restored, proposed flood storage capacity,
4 and potential to mitigate riparian fish and wildlife impacts (such as connectivity).

5 b. On-site mitigation would require elimination of high-quality upland habitat.

6 c. Off-site mitigation has a greater likelihood of providing equal or improved wetland
7 functions than the altered wetland.

8 d. Off-site locations shall be in the same sub-drainage basin unless:

9 i. Established watershed goals for water quality, flood storage or conveyance, habitat,
10 or other wetland functions have been established by the City and strongly justify
11 location of mitigation at another site.

12 ii. The design for the compensatory mitigation project needs to be appropriate for its
13 location (i.e., position in the landscape). Therefore, compensatory mitigation should
14 not result in the creation, restoration, or enhancement of an atypical wetland. An
15 atypical wetland refers to a compensation wetland (e.g., created or enhanced) that
16 does not match the type of existing wetland that would be found in the geomorphic
17 setting of the site (i.e., the water source(s) and hydroperiod proposed for the
18 mitigation site are not typical for the geomorphic setting). Likewise, it should not
19 provide exaggerated morphology or require a berm or other engineered structures to
20 hold back water. For example, excavating a permanently inundated pond in an
21 existing seasonally saturated or inundated wetland is one example of an enhancement
22 project that could result in an atypical wetland. Another example would be
23 excavating depressions in an existing wetland on a slope, which would require the
24 construction of berms to hold the water.

25 2. Timing of Compensatory Mitigation. It is desirable that compensatory mitigation projects be
26 completed prior to activities that will disturb wetlands. At the least, compensatory mitigation
27 shall be completed immediately following disturbance and prior to use or occupancy of the
28 action or development. Construction of mitigation projects shall be timed to reduce impacts
29 to existing fisheries, wildlife, and flora.

30 3. The Administrator may authorize a one-time, temporary delay in completing construction or
31 installation of the compensatory mitigation when the applicant provides a written explanation
32 from a qualified wetland professional as to the rationale for the delay. An appropriate
33 rationale would include identification of the environmental conditions that could produce a
34 high probability of failure or significant construction difficulties (e.g., project delay lapses
35 past a fisheries window, or installing plants should be delayed until the dormant season to
36 ensure greater survival of installed materials). The delay shall not create or perpetuate
37 hazardous conditions or environmental damage or degradation, and the delay shall not be
38 injurious to the health, safety, or general welfare of the public. The request for the temporary
39 delay must include a written justification that documents the environmental constraints that

preclude implementation of the compensatory mitigation plan. The justification must be verified and approved by the City.

B. Mitigation Performance Standards.

1. Adverse impacts to wetlands functions and values shall be mitigated. Mitigation actions shall be implemented in the preferred sequence identified in RMC 26.20.020, Ecological Functions. Proposals which include less preferred and/or compensatory mitigation shall demonstrate that:

- a. All feasible and reasonable measures will be taken to reduce impacts and losses to the original wetland. Describe how preferred order of wetlands mitigation was followed: 1) restoration (including reestablishment and rehabilitation); 2) creation (establishment); 3) enhancement in combination with restoration or creation; and 4) preservation of high quality, at-risk wetlands.
- b. Compensatory mitigation shall be allowed only after mitigation sequencing is applied and higher priority means of mitigation are determined to be infeasible, and shall achieve equivalent or greater wetland ecological functions.
- c. No overall net loss will occur in wetland functions and values.
- d. The restored, created, or enhanced wetland will be as persistent and sustainable as the wetland it replaces.

C. Wetland Replacement Ratios.

1. Where wetlands alterations are permitted by the City, the applicant shall restore or create equivalent areas of wetlands in order to compensate for wetland losses. Equivalent areas shall be determined according to acreage, function, type, location, timing factors, and projected success of restoration or creation.
2. The following acreage replacement ratios shall be applied.

1 **Table 26.60.027: Mitigation ratios for eastern Washington¹**

Category and Type of Wetland Impacts	Re-establishment or Creation	Rehabilitation Only ²	Re-establishment or Creation (R/C) and Rehabilitation (RH) ²	Re-establishment or Creation (R, C) and Enhancement (E) ²	Enhancement Only ²
All Category IV	1.5:1	3:1	1:1 R/C and 1:1 RH	1:1 R/C and 2:1 E	6:1
All Category III	2:1	4:1	1:1 R/C and 2:1 RH	1:1 R/C and 4:1 E	8:1
Category II Forested	4:1	8:1	1:1 R/C and 4:1 RH	1:1 R/C and 6:1 E	16:1
Category II Vernal Pool	2:1 Replacement must be seasonally ponded wetland	4:1 Replacement must be seasonally ponded wetland	1:1 R/C and 2:1 RH	Case-by-case	Case-by-case
All other Category II	3:1	6:1	1:1 R/C and 4:1 RH	1:1 R/C and 8:1 E	12:1
Category I Forested	6:1	12:1	1:1 R/C and 10:1 RH	1:1 R/C and 20:1 E	24:1
Category I based on score for functions	4:1	8:1	1:1 R/C and 6:1 RH	1:1 R/C and 12:1 E	16:1
Category I Wetland of High Conservation Value	Not considered possible ³	6:1 Rehabilitation of a Natural Heritage site	R/C Not considered possible ³	R/C Not considered possible ³	Case-by-base
Category I Alkali	Not considered possible ³	6:1 Rehabilitation of an alkali wetland	R/C Not considered possible ³	R/C Not considered possible ³	Case-by-case
Category I Bog	Not considered possible ³	6:1 Rehabilitation of a bog	R/C Not considered possible ³	R/C Not considered possible ³	Case-by-case

1. Ratios for rehabilitation and enhancement may be reduced when combined with 1:1 replacement through creation or re-establishment. See Table 1b, Wetland Mitigation in Washington State – Part 1: Agency Policies and Guidance--Version 1, (Ecology Publication #06-06-011a, Olympia, WA, March 2006 or as revised).
2. These ratios are based on the assumption that the rehabilitation or enhancement actions implemented represent the average degree of improvement possible for the site. Proposals to implement more effective rehabilitation or enhancement actions may result in a lower ratio, while less effective actions may result in a higher ratio. The distinction between rehabilitation and enhancement is not clear-cut. Instead, rehabilitation and enhancement actions span a continuum. Proposals that fall within the gray area between rehabilitation and enhancement will result in a ratio that lies between the ratios for rehabilitation and the ratios for enhancement
3. Natural Heritage sites, alkali wetland, and bogs are considered irreplaceable wetlands because they perform some functions that cannot be replaced through compensatory mitigation. Impacts to such wetlands would therefore result in a net loss of some functions no matter what kind of compensation is proposed.

Reference:

Washington State Department of Ecology, U.S. Army Corps of Engineers Seattle District, and U.S. Environmental Protection Agency Region 10. March 2006. Wetland Mitigation in Washington State – Part 1: Agency Policies and Guidance (Version 1). Washington State Department of Ecology Publication #06-06-011a. Olympia, WA.

3. Credit/Debit Method. To more fully protect functions and values, and as an alternative to the mitigation ratios found in the joint guidance *Wetland Mitigation in Washington State Parts I*

and II (Ecology Publication #06-06-011a-b, Olympia, WA, March 2006), the Administrator may allow mitigation based on the “credit/debit” method developed by the Department of Ecology in *Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Eastern Washington: Final Report* (Ecology Publication #11-06-015, August 2012, or as revised).

26.60.029 Wetland Mitigation Plan Requirements.

Where it is determined by the City that compensatory wetland mitigation is required or appropriate, a mitigation plan shall be prepared consistent with the provisions below and shall also meet the minimum requirements contained in the Wetlands and CAO Guidance for Small Cities, Eastern Washington version (dated January 2010, revised October 2012, and as amended in the future). The purpose of the plan is to prescribe mitigation to compensate for impacts to the wetland functions, values, and acreage as a result of the proposed action. This plan shall consider the chemical, physical, and biological impacts on the wetland system using a recognized wetlands assessment methodology and/or best professional judgment. The mitigation plan shall be prepared in two phases, a conceptual phase and a detailed phase.

A. Conceptual Plan – Standards and Criteria. The applicant shall prepare a conceptual mitigation plan for submission to the City at a premitigation conference. The conceptual mitigation plan shall include:

1. General goals of the mitigation plan;
2. A review of literature or experience to date in restoring or creating the type of wetland proposed;
3. Location of proposed wetland compensation area;
4. General hydrologic patterns on the site following construction;
5. Nature of compensation, including wetland types (in-kind), general plant selection and justification, approximate project sequencing and schedule, and approximate size of the new wetland buffer;
6. A conceptual maintenance plan; and
7. A conceptual monitoring and contingency plan.

B. Detailed Plan – Standards and Criteria. Following acceptance of the conceptual mitigation plan by the City, the applicant will prepare a detailed mitigation plan. Each detailed plan shall contain, at a minimum, the following seven (7) components, and shall be consistent with the standards in RMC 26.60.023 through 26.60.028:

1. A clear statement of the objectives of the mitigation. The goals of the mitigation plan should be stated in terms of the new wetland functions and values compared to the functions and values of the original wetland.
2. Qualitative and quantitative standards for success of the project, including hydrologic characteristics (water depths, water quality, hydroperiod/hydrocycle characteristics, flood

- 1 storage capacity); vegetative characteristics (community types, species composition, density,
2 and spacing); faunal characteristics, and final topographic elevations.
- 3 3. An ecological assessment of the wetland values and wetland buffers that will be lost as a
4 result of the activities, and of the replacement wetlands and buffers, including, but not limited
5 to, the following:
- 6 i. Acreage of project;
7 ii. Existing functions and values;
8 iii. Sizes of wetlands, wetland buffers, and areas to be altered;
9 iv. Vegetative characteristics, including community type, areal coverage, species
10 composition, and density;
11 v. Habitat type(s) to be enhanced, restored, or created; and
12 vi. Dates for beginning and completion of the mitigation project, and sequence of
13 construction activities.
- 14 4. A statement of the location, elevation, and hydrology of the new site, including the following:
- 15 a. Relationship of the project to the watershed and existing water bodies;
16 b. Topography of the site using the smallest readily available intervals, preferably one-foot
17 contour intervals but two-foot is acceptable;
18 c. Water level data, including depth and duration of seasonally high water table;
19 d. Water flow patterns;
20 e. Grading, filling and excavation, including a description of imported soils;
21 f. Irrigation requirements, if any;
22 g. Water pollution mitigation measures during construction;
23 h. Areal coverage of planted areas to open water areas (if any open water is to be present);
24 and
25 i. Appropriate buffers.
- 26 5. A planting plan describing what will be planted, and where and when the planting will occur,
27 as follows:
- 28 a. Soils and substrate characteristics;
29 b. Specify substrate stockpiling techniques; and
30 c. Planting instructions, including species, stock type and size, density or spacing of plants,
31 and water and nutrient requirements.
- 32 6. A monitoring and maintenance plan consistent with RMC 26.60.031:

- a. Specify procedures for monitoring and site maintenance, including control of invasive species; and
- b. Submit monitoring reports to the City.
7. A contingency plan consistent with these regulations.
8. A detailed budget for implementation of the mitigation plan, including monitoring, maintenance, and contingency phases.
9. A guarantee, in the form of a bond or other security device in a form and amount acceptable to the City Attorney, assuring that the work will be performed as planned and approved, consistent with these regulations and including monitoring, maintenance and contingency.

26.60.030 Performance Standards for Wetlands Mitigation Planning.

- A. The following performance standards shall be incorporated into mitigation plans submitted to the City of Richland:
1. Plants should be indigenous to the region (not introduced or foreign species);
 2. Plants should be adaptable to a broad range of water depths;
 3. Plants should be commercially available or available from local sources;
 4. Plant species high in food and cover value for fish and wildlife are recommended, when possible;
 5. Plants should be mostly perennial species;
 6. Avoid committing significant areas of the site to species that have questionable potential for successful establishment;
 7. Plant selection must be approved by a wetlands biologist/ecologist;
 8. Water depth is not to exceed six and one-half (6.5) feet (two meters);
 9. The grade or slope that water flows through the wetland is not to exceed six percent (6%);
 10. Slopes within the wetland basin and the buffer zone should not be steeper than 3:1 (horizontal to vertical);
 11. The substrate should consist of a minimum of one (1) foot, in depth, of clean (uncontaminated with chemicals, or solid/hazardous wastes) inorganic/organic materials;
 12. Planting densities and placement of plants should be determined by a qualified professional and shown on the design plans;
 13. The wetland (excluding the buffer area) should not contain more than sixty percent (60%) open water as measured at the seasonal high water mark;

- 1 14. Minimum buffer widths should extend from the wetland boundary in accordance with buffer
- 2 requirements in Table 26.60.024(D), Wetland Buffer Widths, for the proposed category rating
- 3 of the wetland that will be created;
- 4 15. The planting plan must be approved by the Community Development Director, or designee,
- 5 or consultant acting on behalf of the City;
- 6 16. Stockpiling should be confined to upland areas, and contract specifications should limit
- 7 stockpile durations to less than four (4) weeks;
- 8 17. Planting instructions which describe proper placement, diversity, and spacing of seeds,
- 9 tubers, bulbs, rhizomes, sprigs, plugs, and transplanted stock;
- 10 18. Apply controlled release fertilizer, if reasonable and prudent, at the time of planting and
- 11 afterward only as plant conditions warrant (determined during the monitoring process);
- 12 19. Install an irrigation system, if necessary, for initial establishment period; and
- 13 20. Construction specifications and methods must be approved by a qualified consultant and the
- 14 City.
- 15 B. On completion of construction, the wetland mitigation project must be signed off by the
- 16 applicant's qualified consultant and the City. Signature will indicate that the construction has
- 17 been completed as planned and all design elements have been fully and correctly implemented. If
- 18 there have been changes in the implementation of the plan, a written explanation from the
- 19 consulting biologist must be included.

20 **26.60.031 Wetland Monitoring Program and Contingency Plan.**

- 21 A. A monitoring program shall be implemented to determine the success of the mitigation project
- 22 and any necessary corrective actions. This chapter shall determine if the original goals and
- 23 objectives are being met.
- 24 B. A contingency plan shall be established for compensation in the event that the mitigation project
- 25 is inadequate or fails. A performance and maintenance bond or other acceptable security device
- 26 is required to assure the applicant's compliance with the terms of the mitigation agreement. The
- 27 amount of the performance and maintenance bond shall equal one hundred twenty-five percent
- 28 (125%) of the cost of the mitigation project for a period of five (5) years. The City may agree to
- 29 reduce the bond in phases in proportion to work successfully completed over the period of the
- 30 bond.
- 31 C. During monitoring, scientific procedures for establishing the success or failure of the project must
- 32 be used.
- 33 D. For vegetation determinations, permanent sampling points shall be established.
- 34 E. Shrub and tree vegetation success can be defined as eighty percent (80%) survival of the original
- 35 number of plants planted, with the following beginning density of vegetation planted: trees
- 36 planted on ten (10)-foot centers, with shrubs planted on three to five (3 to 5)-foot centers

underneath and between the trees. Percent cover goals that mimic local natural healthy reference wetlands can be established for percent cover goals at year five (5) as an alternative to percent survival goals.

F. Submit monitoring reports on the current status of the mitigation project to the City. The reports are to be prepared by a qualified consultant and reviewed by the City's consultant and should include monitoring information on wildlife, vegetation, water quality, water flow, stormwater storage and conveyance, and existing or potential degradation, and shall be produced on the following schedule:

1. At the time of construction;
2. Thirty (30) days after planting;
3. Early in the growing season of the first year;
4. End of the growing season of the first year;
5. Twice the second year; and
6. Annually thereafter.

G. Monitor for five (5) growing seasons. If the mitigation goals are not obtained within the initial five (5)-year period, the applicant remains responsible for restoration of the natural resource values and functions until the mitigation goals agreed to in the mitigation plan are achieved.

H. If necessary, correct for failures in the mitigation project.

I. Replace dead or undesirable vegetation with appropriate plantings based on the approved planting plan or RMC 26.60.029.

J. Repair damages caused by erosion, settling, or other geomorphological processes.

K. Redesign mitigation project (if necessary) and implement the new design.

L. Correction procedures shall be approved by a qualified consultant and the City.

26.60.032 Unauthorized Alterations and Enforcement.

A. When a wetland or its buffer has been altered in violation of this chapter, all ongoing development work shall stop and the critical area shall be restored. The City shall have the authority to issue a "stop-work" order to cease all ongoing development work and order restoration, rehabilitation, or replacement measures at the owner's or other responsible party's expense to compensate for violation of provisions of this chapter.

B. Requirement for Restoration Plan. All development work shall remain stopped until a restoration plan is prepared by the owner or responsible party and approved by City. Such a plan shall be prepared by a qualified professional using the currently accepted scientific principles, and shall describe how the actions proposed meet the minimum requirements described in subsection (C). The Administrator shall, at the violator's expense, seek expert advice in determining the adequacy of the plan. Inadequate plans shall be returned to the applicant or violator for revision and resubmittal.

- 1 C. Minimum Performance Standards for Restoration. The following minimum performance
2 standards shall be met for the restoration of a wetland, provided that if the violator can
3 demonstrate that greater functions and habitat values can be obtained, these standards may be
4 modified:
- 5 1. The historic structure, functions, and values of the affected wetland shall be restored,
6 including water quality and habitat functions.
- 7 2. The historic soil types and configuration shall be restored to the extent practicable.
- 8 3. The wetland and buffers shall be replanted with native vegetation that replicates the
9 vegetation historically found on the site in species types, sizes, and densities. The historic
10 functions and values should be replicated at the location of the alteration.
- 11 4. Information demonstrating compliance with other applicable provisions of this chapter shall
12 be submitted to the Administrator.
- 13 D. Site Investigations. The Administrator is authorized to make site inspections and take such
14 actions as necessary to enforce this Chapter. The Administrator shall present proper credentials
15 and make a reasonable effort to contact any property owner before entering onto private property.
- 16 E. Penalties. See RMC 26.60.084(B).
- 17 F. If the wetland affected cannot be restored, money from any associated penalties shall be
18 deposited in a dedicated account for the preservation or restoration of landscape processes and
19 functions in the watershed in which the affected wetland is located. The City may coordinate its
20 preservation or restoration activities with others to optimize the effectiveness of the restoration
21 action.

22 **Article III. Fish and Wildlife Habitat Areas**

23 **26.60.040 Exemption from Fish and Wildlife Regulations.**

- 24 A. The following activities shall be exempt from the provisions of this chapter related to fish and
25 wildlife habitat, provided they are conducted using best management practices:
- 26 1. Activities involving artificially created habitat, including, but not limited to, grass-lined
27 swales, irrigation and drainage ditches, and detention facilities such as reservoirs, ponds, and
28 landscape features, except for habitat areas created as mitigation.
- 29 B. Notwithstanding the exemption provided by this section, any otherwise exempt activities
30 occurring in or near critical habitat areas shall comply with the intent of these standards and shall
31 consider on-site alternatives that avoid or minimize potential habitat impacts.

32 **26.60.041 Fish and Wildlife Habitat Inventory Maps.**

33 The approximate location and extent of habitat areas within the City of Richland's planning area are
34 shown on the maps adopted as part of this Program, as provided in the City's SMP Inventory, Analysis
35 and Characterization report. These maps shall be used as a general guide only for the assistance of

property owners and other interested parties as boundaries are generalized. The actual type, extent, and boundaries of habitat areas shall be determined by a qualified professional according to the procedures, definitions, and criteria established by this Program. In the event of any conflict between the habitat location or type shown on the City of Richland's maps and the criteria or standards of this Program, the criteria and standards resulting from the field investigation shall control.

26.60.042 Fish and Wildlife Habitat Buffer Areas.

A. The establishment of buffer areas shall be required for regulated activities in or adjacent to habitat areas. Buffer shall consist of an undisturbed area of native vegetation established to protect the integrity, functions, and values of the affected habitat. Enhancement of buffers may be required if a portion of the buffer has been cleared, or if tree cover is substantially less than a native climax community.

B. The following buffer widths are established:

1 **Table 26.60.42 Riparian Buffer Width**

Regulatory Reach (see Environment Designation with Regulatory Reaches Map)	Riparian Buffer Width (Feet)¹²
A, C, I, T	50
B, U and all other natural environment designation areas within various regulatory reaches except Reach Q	Entire shoreline jurisdiction
D, N, O, P,	75 except where roadway, canal, paved trail or parking area encroaches, and then waterward edge of facility maintenance area, as applicable
E, F	100
G, I	75 except where roadway, canal, levee, paved trail or parking area encroaches, and then waterward edge of facility maintenance area, as applicable
H, J, K	100 except where roadway, canal, levee, paved trail or parking area encroaches, and then waterward edge of facility maintenance area, as applicable
L, Q, S	Waterward edge of existing levee, paved trail and/or parking maintenance area, as applicable
M	50 or waterward edge of existing levee, paved trail and/or parking maintenance area, as applicable
R	From the OHWM to the federal/private property boundary line ³
⁽¹⁾ Measured from the OHWM or top of bank, as applicable. ⁽²⁾ Accompanied by other sensitive area protections and stormwater management measures, as applicable. ⁽³⁾ Administrative Buffer Adjustments do not apply. Buffer can be widened, if applicable, or other protection provisions related to geologic hazards can be applied.	

- 2 C. Buffers shall be measured, on a horizontal plane, from the OHWM as delineated by a qualified
 3 consultant. Required buffer widths shall reflect the sensitivity of the habitat and the type and
 4 intensity of human activity proposed to be conducted nearby. Buffers shall be determined by the
 5 City based on information in the wildlife report supplemented by its own investigations, the
 6 sensitivity and value of the habitat areas, the intensity and design of the proposed use, and
 7 adjacent uses and activities.
- 8 D. Administrative Buffer Adjustments.

1. The required buffer widths established in this Shoreline Master Program may be modified by the Administrator for a development on existing legal lots of record in place at the time of adoption of this Program, in accordance with the provisions of this section, only where the applicant demonstrates all of the following:
 - a. Averaging is necessary to avoid an extraordinary hardship to the applicant caused by circumstances peculiar to the property, and no feasible alternative exists;
 - b. The designated buffer area contains variations in sensitivity to ecological impacts due to existing physical characteristics, or the character of the buffer varies in slope, soils, or vegetation;
 - c. The total area contained within the buffer after averaging is no less than that contained within the standard buffer prior to averaging;
 - d. The minimum buffer width at its narrowest point shall not be less than seventy-five percent (75%) of the buffer width established under this Program; and
 - e. The buffer width averaging does not result in a net loss of ecological function.
2. Standard Buffer Reduction. Reductions of up to twenty-five percent (25%) of the standard buffer may be approved if the applicant demonstrates to the satisfaction of the Administrator that a mitigation plan developed by a qualified professional indicates that enhancing the buffer (by removing invasive plants or impervious surfaces, planting native vegetation, or installing habitat features or other means) will result in a reduced buffer that functions at a higher level than the existing standard buffer.
3. In-fill Development. In an effort to facilitate in-fill development in approved plats, the City may approve requests to reduce the standard shoreline buffers up to a maximum of fifty percent (50%) for a new single-family residence and appurtenant structures in accordance with the following criteria:
 - a. Where there are single-family residences within one hundred fifty (150) feet on either side of the proposed residence in an existing plat, the buffer shall be determined as the greater of one of the following three options: 1) a common line drawn between the nearest corners of the nearest residence; 2) a common line calculated by the average of the nearest residence's existing buffer; or 3) a fifty percent (50%) reduction of the standard buffer.
 - b. Where there is only a residence located within one hundred fifty (150) feet on one side of the proposed residence in an existing plat, the standard buffer shall be determined as: 1) the greater of a common line drawn between the nearest corner of the nearest residence and the nearest point of the standard buffer on the adjacent vacant lot; 2) a common line calculated by the average of the nearest residence's setback and the standard buffer for the adjacent vacant lot; or 3) a fifty percent (50%) reduction of the standard buffer.

- 1 E. The buffer width stated in subsection (B) of this section shall be increased when the qualified
2 consultant determines, based upon a site-specific habitat analysis, that impacts on the habitat from
3 a proposed development can only be mitigated by a greater buffer width. The standard habitat
4 buffer width shall be increased:
- 5 1. When the adjacent land is susceptible to severe erosion, and erosion control measures will not
6 effectively prevent adverse habitat impacts; or
 - 7 2. When the standard buffer has minimal or degraded vegetative cover that cannot be improved
8 through enhancement; or
 - 9 3. When the wetland provides habitat for a species that is particularly sensitive to disturbance
10 (listed by the federal government or the state as endangered, threatened, candidate, monitored
11 or documented priority species or habitat for those species, or has unusual nesting or resting
12 sites such as heron rookeries or raptor nesting trees), the width of the buffer should be
13 increased to provide adequate protection for the species based on its particular life-history
14 needs; or
 - 15 4. When the minimum buffer for a habitat extends into an area with a slope of greater than
16 twenty-five percent (25%), the buffer shall be the greater of:
 - 17 a. The minimum buffer for that particular habitat; or
 - 18 b. Twenty-five (25) feet beyond the point where the slope becomes twenty-five percent
19 (25%) or less.
- 20 F. Low impact uses and activities which are consistent with the purpose and function of the habitat
21 buffer and do not detract from its integrity may be permitted within the buffer depending on the
22 sensitivity of the habitat involved. Examples of uses and activities which may be permitted in
23 appropriate cases include pedestrian trails, viewing platforms, stormwater management facilities
24 such as grass-lined swales and utility easements.

25 **26.60.043 Fish and Wildlife Habitat Alteration.**

- 26 A. Adverse impacts to habitat functions and values shall be mitigated. Mitigation actions by an
27 applicant or property owner shall occur in accordance with RMC 26.20.020, Ecological
28 Functions, No Net Loss, including the specified mitigation sequence.
- 29 B. Where impacts cannot be avoided, the applicant or property owner shall seek to implement other
30 appropriate mitigation actions in compliance with the intent, standards, and criteria of this
31 section. Mitigation shall meet the criteria of RMC 26.20.020, Ecological Functions, No Net Loss,
32 including the specified mitigation sequence. In an individual case, these actions may include
33 consideration of alternative site plans and layouts, or reductions in the density or scope of the
34 proposal.
- 35 C. Alteration of habitat and/or their buffers may be permitted by the City subject to the following
36 standards:

1. Critical Habitat. Alterations of critical habitat shall be avoided, subject to the reasonable use provisions of this Shoreline Program.
2. Secondary Habitat. Alterations of secondary habitat may be permitted, provided that the applicant mitigates adverse impacts consistent with the performance standards and other requirements of this Shoreline Program.

26.60.044 Fish and Wildlife Habitat Performance Standards and Incentives.

- A. The performance standards and criteria contained in this section shall be incorporated into plans submitted for regulated activities and shall:

1. Consider habitat in site planning and design;
2. Locate buildings and structures in a manner that preserves and minimizes adverse impacts to important habitat areas;
3. Integrate retained habitat into open space and landscaping, consistent with the provisions of all open space and landscaping requirements;
4. Consolidate habitat and vegetated open space in contiguous blocks where feasible;
5. Locate habitat contiguous to other habitat areas, open space or landscaped areas to contribute to a continuous system or corridor that provides connections to adjacent habitat areas and allows movement of wildlife;
6. Use native species in any landscaping of disturbed or undeveloped areas and in any enhancement of habitat or buffers;
7. Emphasize heterogeneity and structural diversity of vegetation in landscaping and food producing plants beneficial to wildlife;
8. Remove and/or control any noxious or undesirable species of plants and animals;
9. Preserve significant trees and/or snags, preferably in groups, consistent with achieving the objectives of these standards;
10. Buffers shall be preserved and shall be surveyed, staked, and fenced before any constructed work, including grading and clearing, may take place on the site; and
11. Temporary erosion and sedimentation controls, pursuant to an approved plan, shall be implemented during construction.

- B. A vegetation management plan shall be submitted consistent with the requirements, goals, and standards of this Program. The plan shall reflect the report prepared pursuant to RMC 26.20.040. Any required mitigation, including supplemental buffer plantings, shall be guaranteed by a bond or other acceptable security device to assure successful establishment, including an appropriate monitoring period. The amount of the performance and maintenance bond shall equal one hundred twenty-five percent (125%) of the cost of the mitigation project for a period of five (5)

years. The City may agree to reduce the bond in phases in proportion to work successfully completed over the period of the bond.

- C. As an incentive to encourage preservation of secondary habitat as defined in this Program, the net amount of landscaping required by the City of Richland may be reduced by one-quarter ($\frac{1}{4}$) acre for each one (1) acre of secondary habitat and buffer preserved on the site; however, that amount cannot exceed fifty percent (50%) of the amount of required landscaping. The reduction shall be calculated on the basis of square feet of habitat preserved or enhanced and square feet required. Habitat and habitat buffer that is enhanced by the applicant may also qualify for this reduction. Preservation of secondary habitat shall be by execution of an easement or other protective device acceptable to the City of Richland.

Article IV. Geologic Hazard Areas

26.60.050 Identification and Definition.

- A. Geologic hazard areas identification and designation shall be consistent with the minimum guideline classifications established in WAC 365-190-080(4), which include any future amendments to the code. Areas that are susceptible to one or more of the following types of hazards shall be classified as a geologic hazard area:
1. Erosion hazard;
 2. Landslide hazard;
 3. Seismic hazard; and
 4. Mine hazard.
- B. Erosion Hazard Areas. Those areas that are identified by the United States Department of Agriculture Soil Conservation Service as having a severe rill and inter-rill erosion hazard.
- C. Landslide Hazard Areas. Those areas that are potentially subject to landslides based on a combination of geologic, topographic, and hydrologic factors. They include any areas susceptible because of any combination of bedrock, soil, slope (gradient), slope aspect, structure, hydrology, or other factors. Landslide hazard areas include, but are not limited to, the following types of areas:
1. Areas delineated by the United States Department of Agriculture Soil Conservation Service as having a severe limitation for building site development;
 2. Areas designated as quaternary slumps, earthflows, mudflows, lahars, or landslides on maps published by the United States Geological Survey or Department of Natural Resources Division of Geology and Earth Resources;
 3. Areas with all three of the following characteristics:
 - a. Areas with slope steeper than fifteen percent (15%);
 - b. Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock; and

- c. Springs or ground water seepage;
 - 4. Areas that have shown movement during the holocene epoch (from 10,000 years ago to the present) or which are underlain or covered by mass wastage debris of that epoch;
 - 5. Areas with slopes that are parallel or subparallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials;
 - 6. Areas with slopes having gradients steeper than eighty percent (80%) subject to rockfall during seismic shaking;
 - 7. Areas potentially unstable as a result of rapid stream incision, stream bank erosion and undercutting by wave action;
 - 8. Areas that show evidence of, or on, an active alluvial fan presently or potentially subject to inundation by debris flows or catastrophic flooding; or
 - 9. Areas with a slope of forty percent (40%) or steeper and with a vertical relief of ten (10) or more feet except areas composed of consolidated rock. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least ten (10) feet of vertical relief.
- D. Seismic Hazard Areas. Those areas subject to severe risk of damage as a result of earthquake-induced ground shaking, slope failure, settlement, soil liquefaction, or surface faulting. One indicator of potential for future earthquake damage is a record of earthquake damage in the past. Ground shaking is the primary cause of earthquake damage in Washington. The strength of ground shaking is primarily affected by: (1) magnitude of an earthquake; (2) distance from the source of an earthquake; (3) type of thickness of geologic materials at the surface; and (4) type of subsurface geologic structure.
- E. Mine Hazard Areas. Those areas underlain by, adjacent to, or affected by mine working areas as designated by the Washington State Department of Natural Resources.

26.60.051 Applicability to Geological Hazards.

The provisions of this Program shall apply to any activity that occurs in or within two hundred (200) feet of a geologic hazard area unless otherwise exempt. These activities include, but are not limited to, the following:

- A. Removing, excavating, disturbing or dredging soil, sand, gravel, minerals, organic matter or materials of any kind;
- B. Dumping, discharging or filling with any material;
- C. Driving piling or placing obstructions;
- D. Constructing, reconstructing, demolishing, or altering the size of any structure or infrastructure which has an adverse effect on a geologic hazard area; destroying or altering vegetation through clearing or harvesting; and any project permit established in Chapter 19.20 RMC.

26.60.052 Geologic Hazard Inventory Maps.

The approximate location and extent of geologic hazard areas within the City of Richland's planning area are shown on the Sensitive Areas maps adopted as part of this Program, as provided in the City's SMP Inventory, Analysis and Characterization report. These maps should be used as a general guide only for the assistance of property owners and the City of Richland to identify and designate geologic hazard areas.

26.60.053 Preliminary Assessment.

- A. The City of Richland shall conduct a preliminary assessment of the proposed activity. The preliminary assessment shall consist of reviewing geologic hazard inventory maps as provided in the City's SMP Inventory, Analysis and Characterization report, conducting an on-site evaluation, and, if necessary, consulting with state and/or federal agencies to determine whether there is reasonable evidence that a proposed activity is within two hundred (200) feet of a geologic hazard area. In the event there is a disagreement as to whether the activity is within two hundred (200) feet of a geologic hazard area, a geologic report prepared by a qualified consultant as defined in Chapter 26.80 RMC shall be required, at the property owner or applicant's expense, to determine this issue.
- B. If it is determined that there is reasonable evidence that a proposed activity is within two hundred (200) feet of a geologic hazard area, then geologic reports and studies are required at the property owner or applicant's expense.

26.60.054 Geologic Reports and Studies.

Geologic studies and reports shall comply with the requirements established in RMC 26.60.081(6), Permit Process and Application Requirements.

26.60.055 Administrative Evaluation of Geologic Reports and Studies.

The City of Richland shall review the geologic reports and studies to determine the significant risks posed by the activity to life and property on and off the project site. The City of Richland may approve, conditionally approve, or deny an activity, as appropriate, based on the degree to which significant risks are posed to public and private property and to the health and safety of the community. Conditional approval of the activity may include mitigation measures based on the geologic reports and studies. Where potential impacts of the activity cannot be effectively mitigated, or where the risk to public health, safety, and welfare of the community is significant notwithstanding mitigation, the activity shall be denied.

26.60.056 Assurance.

The City of Richland may require assurance from the owner or applicant and/or its geologic consultant that the activity creates a minimal risk of danger to life or property on or off the project site. Such assurance may include the following:

- A. A letter from the geologic consultant who prepared the required study and report stating that the activity creates a minimal risk of danger to life or property on or off the project site; or
- B. A letter from the owner or applicant stating its understanding and acceptance of any risk of injury or damage associated with the activity and agreeing to notify any future purchasers of the site, portions of the site, or structures located on the site of the geologic hazard.

Article V. Critical Aquifer Recharge Areas Protection

26.60.057 Identification and Definition.

Critical aquifer recharge areas (CARAs) are defined as those areas having a critical recharging effect on aquifer use for potable water in community systems. CARAs are classified and designated as follows:

- A. Those areas designated as “Wellhead Protection Areas” pursuant to WAC 246-290-135(4) and the ground water contribution area in WAC 246-291-100(2)(e). Wellhead protection areas shall, for the purpose of this regulation, include the identified recharge areas associated with either Group A public water supply wells and those Group B wells with a wellhead protection plan filed with the City and/or the Benton-Franklin Health District; and
- B. Any land identified in the Soil Survey of Benton County as having high potential for aquifer recharge, as determined by the Administrator.

In order to protect the public health and safety, prevent degradation of ground water and for potentially usable potable water, and to provide for regulations that prevent and control risks to the degradation of ground water quality and quantity, development in CARAs shall be subject to the standards described in this section.

26.60.058 Critical Aquifer Recharge Area Maps.

The approximate location and extent of aquifer recharge areas within the City of Richland’s shoreline planning area are shown on the Sensitive Areas maps adopted as part of this SMP, as provided in the City’s SMP Inventory, Analysis and Characterization report. These maps should be used as a general guide only for the assistance of property owners and the City of Richland to identify and designate geologic hazard areas.

26.60.059 General Exemptions.

The following activities shall be exempt from the CARA provisions of this section, provided they are conducted using best management practices for protecting surface and ground water quality:

- A. Single-family residential development;
- B. Development and improvement of parks, recreation facilities, open space, or conservation areas resulting in less than five percent (5%) total site impervious surface area that do not increase the use of a hazardous substance;
- C. Group A public water system source development and associated infrastructure;
- D. Public water supply aquifer storage and recovery (ASR) facilities;

- 1 E. Public water pipelines and supply storage structures; and
- 2 F. The following underground storage tank (UST) systems, including any piping connected thereto:
- 3 1. Any UST system holding hazardous wastes subject to Subtitle C of the Federal Solid Waste
- 4 Disposal Act, or a mixture of such hazardous waste and other regulated substances;
- 5 2. Any wastewater treatment tank system that is part of a wastewater treatment facility regulated
- 6 under Section 402 or 307(b) of the Clean Water Act;
- 7 3. Equipment or machinery that contains regulated substances for operational purposes such as
- 8 hydraulic lift tanks and electrical equipment tanks;
- 9 4. Any UST system whose capacity is one hundred ten (110) gallons or less;
- 10 5. Any UST system that contains a *de minimis* concentration of regulated substances;
- 11 6. Any emergency spill or overflow containment UST system that is expeditiously emptied after
- 12 use;
- 13 7. Farm or residential UST systems of one thousand one hundred (1,100) gallons or less
- 14 capacity used for storing motor fuel for noncommercial purposes (i.e., not for resale);
- 15 8. UST systems used for storing heating oil for consumptive use on the premises where stored;
- 16 except that such systems which store in excess of one thousand one hundred (1,100) gallons
- 17 are subject to the release reporting requirements of WAC 173-360-372;
- 18 9. On-site domestic septic systems releasing less than five hundred (500) gallons of effluent per
- 19 day and that are limited to a maximum density of one system per one acre;
- 20 10. Any pipeline facility (including gathering lines) regulated under:
- 21 a. The Natural Gas Pipeline Safety Act of 1968 (49 U.S.C. App. 1671, *et seq.*), or
- 22 b. The Hazardous Liquid Pipeline Safety Act of 1979 (49 U.S.C. App. 2001, *et seq.*);
- 23 11. Surface impoundments, pits, ponds, or lagoons;
- 24 12. Stormwater or wastewater collection systems;
- 25 13. Flow-through process tanks;
- 26 14. Liquid traps or associated gathering lines directly related to oil or gas production and
- 27 gathering operations; or
- 28 15. Storage tanks situated in an underground area (such as a basement, cellar, vault, mineworking
- 29 drift, shaft, or tunnel), if the storage tank is situated upon or above the surface of the floor.

30 **26.60.060 Reports and Studies.**

31 Reports for CARAs shall be submitted to the City by the applicant for a development proposal activity not

32 otherwise exempted as provided in RMC 26.60.059 that is proposed on a parcel within an aquifer recharge

1 area. Requirements for a hydrogeologic assessment are found in RMC 26.60.081, Permit Process and
2 Application Requirements.

3 **26.60.061 Performance Standards.**

- 4 A. Activities may only be permitted in a critical aquifer recharge area if the applicant can show that
5 the proposed activity will not cause contaminants to enter the aquifer, and that the proposed
6 activity will not adversely affect the recharging of the aquifer.
- 7 B. The proposed activity must comply with the water source protection requirements and
8 recommendations of the U.S. Environmental Protection Agency, Washington State Department of
9 Health, Washington State Department of Ecology, and the Benton-Franklin Health District.
- 10 C. The proposed activity must be designed and constructed in accordance with existing local, state
11 and federal laws and regulations, and the Stormwater Management Manual for Eastern
12 Washington, as amended (Ecology 2004) for those geographic areas covered under the Eastern
13 Washington Phase II Municipal Stormwater Permit (Ecology 2007) or activities covered under
14 the Ecology General Construction Permit (Ecology 2005), and/or the locally adopted program, as
15 applicable.

16 **26.60.062 Uses Prohibited in Critical Aquifer Recharge Areas.**

17 The following activities and uses are prohibited in CARAs:

- 18 A. Landfills. Landfills, including hazardous or dangerous waste, municipal solid waste, special
19 waste, woodwaste, and inert and demolition waste landfills.
- 20 B. Underground Injection Wells. Class I, III, and IV wells and subclasses 5F01, 5D03, 5F04, 5W09,
21 5W10, 5W11, 5W31, 5X13, 5X14, 5X15, 5W20, 5X28, and 5N24 of Class V wells.
- 22 C. Mining in critical aquifer recharge areas determined to be highly susceptible or vulnerable in a
23 public water system Wellhead Protection Plan, to include:
- 24 1. Metals and hard rock mining;
- 25 2. Sand and gravel mining.
- 26 D. Wood Treatment Facilities. Wood treatment facilities that allow any portion of the treatment
27 process to occur over permeable surfaces (both natural and manmade).
- 28 E. Storage, Processing, or Disposal of Radioactive Substances. Facilities that store, process, or
29 dispose of radioactive substances.
- 30 F. Other Prohibited Uses or Activities:
- 31 1. Activities that would significantly reduce the recharge to aquifers currently or potentially
32 used as a potable water source; and
- 33 2. Activities that would significantly reduce the recharge to aquifers that are a source of
34 significant baseflow to a regulated stream.

Article VI. Flood Hazard Areas

26.60.070 Identification and Definition.

Frequently flooded areas shall be those floodways and associated floodplains designated by the Federal Emergency Management Agency (FEMA) flood hazard classifications as delineated on the most current available Flood Insurance Rate Maps for the City, or as subsequently revised by FEMA, as being within the 100-year flood plain, or those floodways and associated floodplains delineated by a comprehensive flood hazard management plan adopted by the City, as being within the 100-year floodplain or having experienced historic flooding; or channel migration zones (CMZ) identified through mapping provided in the City's SMP Inventory, Analysis and Characterization report. The CMZ is considered to be that area of a stream channel which may erode as a result of normal and naturally occurring processes and has been mapped consistent with WAC 173-26-221(3)(b).

26.60.071 Maps and References.

- A. The approximate location and extent of flood hazard areas within the City of Richland's planning area are shown on the Sensitive Areas maps adopted as part of this SMP, including, but not limited to, the most current available FEMA Flood Insurance Rate Maps (FIRM) as provided in RMC 23.34.050, F district – Adoption of study designating areas of special flood hazard, and Channel Migration Zone (CMZ) mapping provided in the City's SMP Inventory, Analysis and Characterization report. These maps should be used as a general guide only for the assistance of property owners and the City of Richland to identify and designate flood hazard areas.
- B. Applicants for shoreline development or modification may submit a site-specific CMZ study if they demonstrate these conditions do not exist on the subject property and the map is not accurate. The CMZ study must be prepared consistent with WAC 173-26-221(3)(b), and may include, but is not limited to, historic aerial photographs, topographic mapping, flooding records, and field verification. The CMZ must be prepared by a licensed geologist or engineer with at least five (5) years of applied experience in assessing fluvial geomorphic processes and channel response.

26.60.072 Protection Standards.

- A. All development within frequently flooded areas shall comply with Chapter 23.12 RMC, Floodplain Use District, Chapter 23.34 RMC, Floodplain Combining District, the City's Shoreline Master Program, the Uniform Building Code regarding structural safeguards to reduce risk to human life, health and property from flooding, and other pertinent ordinances and codes.
- B. Any use or development shall not alter the normal movement of surface water in a manner that would cause the unnatural diversion of floodwater to otherwise flood-free areas.
- C. CMZs shall be regulated as uses in Chapter 23.12 RMC, Floodplain Use District, and shall apply only to the Yakima River.

1 **Article VII. General Information**

2 **26.60.080 General exemptions.**

3 The following activities shall be exempt from the provisions of Chapter 26.60 RMC, provided they are
4 conducted using best management practices:

- 5 A. Existing and ongoing agricultural activities as defined in Chapter 26.70 RMC.
- 6 B. Maintenance, operation and reconstruction of existing roads, streets, utilities, and associated
7 structures, provided that reconstruction of any structures may not increase the impervious area.
- 8 C. Normal maintenance, repair and reconstruction of residential or commercial structures, provided
9 that reconstruction of any structures may not increase the impervious floor area.
- 10 D. Site investigative work and studies necessary for preparing land use applications, including soils
11 tests, water quality studies, wildlife studies and similar tests and investigations, provided that any
12 disturbance of sensitive areas shall be the minimum necessary to carry out the work or studies.
- 13 E. Educational activities, scientific research, and outdoor recreational activities that will not have a
14 significant effect on the habitat area, including, but not limited to, interpretive fields, bird-
15 watching, fishing and hiking.
- 16 F. Public agency emergency activities necessary to prevent an immediate threat to public health,
17 safety or property, provided that retroactive mitigation is required to restore a site to a
18 pre-emergency response condition to ensure no net loss of ecological functions.
- 19 G. Prior to the effective date of the ordinance codifying this chapter, any of the following activities
20 that have met all conditions of approval in a timely manner and are consistent with the reasonable
21 use provisions of this chapter, to include:
- 22 1. Complete applications as defined by the appropriate ordinance;
- 23 2. Approved preliminary plats; and
- 24 3. Development of legally created lots which have been recorded with Benton County.
- 25 H. Minor activities not mentioned above and determined by the Community Development Director
26 to pose minimal risk to the public health, safety, and general welfare.

27 **26.60.081 Permit Process and Application Requirements.**

- 28 A. Preapplication Conference. All applicants are encouraged to meet with the City of Richland's
29 Shoreline Administrator or his or her representative prior to submitting an application subject to
30 these regulations. The purpose of this meeting shall be to discuss the City of Richland's sensitive
31 areas requirements, processes, and procedures; to review any conceptual site plans prepared by
32 the applicant; to discuss appropriate investigative techniques and methodology; to identify
33 potential impacts and mitigation measures; and to familiarize the applicant with state and federal
34 programs, particularly those pertaining to wetlands. Such conference shall be for the convenience

1 of the applicant and any recommendations shall not be binding on the applicant or the City of
2 Richland.

3 B. Application Requirements. The information required by this section should be coordinated with
4 reporting requirements required by this section for any other sensitive area located on the site.

5 1. Prior to the issuance of a SEPA threshold determination for a proposal, all sensitive area
6 reports relevant to the site must be submitted to the City of Richland, if requested, for review
7 by staff if such sensitive areas are indicated on any portion of the site. The purpose of the
8 reports is to determine the extent and function of sensitive areas where regulated activities are
9 proposed. The reports will also be used by the City of Richland to determine the appropriate
10 implementation of sensitive area regulations, and the extent to which potential impacts of
11 proposed activities are addressed by existing regulations that provide environmental analysis
12 and measures that avoid or otherwise mitigate the probable specific adverse environmental
13 impacts of proposed activities.

14 2. In addition, wetland boundaries and other relevant physical features must be staked and
15 flagged in the field by a qualified consultant.

16 3. The report on any sensitive area shall include the following information:

17 a. Vicinity map;

18 b. A map showing:

19 i. Site boundary, property lines and roads;

20 ii. Internal property lines, rights-of-way, easements, etc.;

21 iii. Existing physical features of the site including buildings, fences, and other structures,
22 roads, parking lots, utilities, water bodies, etc.;

23 iv. Contours at the smallest readily available intervals, preferably at five-foot intervals;
24 and

25 v. For large (50 acres or larger) or complex projects with wetlands or habitat areas, the
26 City of Richland may require an aerial photo with overlays displaying the site
27 boundaries and wetland delineation or habitat area(s). Generally, an orthophotograph
28 at a scale of one inch equals 400 feet or greater (such as one inch equals 200 feet)
29 should be used. If an orthophotograph is not available, the center of a small scale
30 (e.g., one inch equals 2,000 feet) aerial enlarged to one inch equals 400 feet may be
31 used.

32 c. The report for any sensitive area must describe:

33 i. Locational information including legal description and address;

34 ii. All natural and manmade features within one hundred fifty (150) feet of the site
35 boundary;

- 1 iii. General site conditions including topography, acreage, and water bodies or wetlands;
2 and
- 3 iv. Identification of any areas that have previously been disturbed or degraded by human
4 activity or natural processes.
- 5 4. In addition to the general report requirements, a report on wetlands shall include the
6 following information:
- 7 a. Delineated wetland boundary;
- 8 b. The wetland boundary must be accurately drawn at an appropriate engineering scale such
9 that information shown is not cramped or illegible. The drawing shall be prepared by a
10 surveyor. Generally, a scale of one inch equals 40 feet or greater (such as one inch equals
11 20 feet) should be used. Existing features must be distinguished from proposed features;
- 12 c. Site designated on the wetlands area maps described in RMC 26.60.022;
- 13 d. Hydrologic mapping showing patterns of water movement into, through, and out of the
14 site area;
- 15 e. Location of all test holes and vegetation sample sites, numbered to correspond with
16 flagging in the field and field data sheets;
- 17 f. Field data sheets from the Federal Manual, numbered to correspond with sample site
18 locations as staked and flagged in the field, including a description of:
- 19 i. Specific descriptions of plant communities, soils, and hydrology;
- 20 ii. A summary of existing wetland function and value; and
- 21 iii. A summary of proposed wetland and buffer alterations, impacts, and the need for the
22 alterations as proposed. Potential impacts may include, but are not limited to, loss of
23 flood storage potential, loss of wildlife habitat, expected decreases in species
24 diversity or quantity, changes in water quality, increases in human intrusion, and
25 impacts on associated wetland or water resources. If alteration of a Category I, II, III,
26 or IV wetland is proposed, a wetland mitigation plan is required according to the
27 standards of RMC 26.60.028 and 26.60.029.
- 28 g. Describe how mitigation meets the criteria of RMC 26.20.020, Ecological Functions, No
29 Net Loss, including the specified mitigation sequence.
- 30 5. In addition to the general report requirements, a report on fish and wildlife habitats shall
31 include the following information. The level of detail contained in the report shall generally
32 reflect the size and complexity of the proposal and the function and value of the habitat. The
33 City may require field studies at the applicant's expense in appropriate cases.
- 34 a. A map of vegetative cover types, reflecting the general boundaries of different plant
35 communities on the site;

- b. A description of the species typically associated with the cover types, including an identification of any critical wildlife species expected to be found;
 - c. The results of searches of Washington State Department of Natural Resource's Natural Heritage and Washington State Department of Fish and Wildlife's nongame data system databases, if available;
 - d. Additional information on species occurrence available from the City of Richland or Benton County; and
 - e. Descriptions of the following:
 - i. The layers, diversity and variety of habitat found on the site;
 - ii. Identification of edges between habitat types and any species commonly associated with that habitat;
 - iii. The location of any migration or movement corridors;
 - iv. A narrative summary of existing habitat functions and values; and
 - v. A summary of proposed habitat and buffer alterations, impacts, and mitigation. Potential impacts may include, but are not limited to, clearing of vegetation, fragmentation of wildlife habitat, expected decreases in species diversity or quantity, changes in water quality, increases in human intrusion, and impacts on wetlands or water resources.
 - f. Describe how mitigation meets the criteria of RMC 26.20.020, Ecological Functions, No Net Loss, including the specified mitigation sequence.
6. In addition to the general report requirements, applicants for activities within two hundred (200) feet of geologic hazard areas shall conduct technical studies and reports which include the following:
- a. Review site history and available information;
 - b. Conduct a surface reconnaissance of the site and adjacent areas;
 - c. Conduct subsurface exploration suitable to the site and proposal to assess geotechnical geohydrologic conditions;
 - d. Conduct a detailed stability analysis of the existing landslide that demonstrates that the proposal will result in a suitable factor of safety during and following site development;
 - e. Characterize soils, geology and drainage;
 - f. Characterize ground water conditions, including the presence of any public or private wells in the immediate vicinity;
 - g. Analyze proposed clearing, grading and construction activities, including construction scheduling; potential direct and indirect, on-site and off-site, impacts from development; and proposed mitigation measures, including any special construction techniques,

- 1 monitoring or inspection programs (during and after construction), and surface water
2 management controls;
- 3 h. Evaluate the presence of geologic conditions giving rise to geologic hazards;
- 4 i. Evaluate the safety and appropriateness of the proposed activities;
- 5 j. Recommend appropriate construction practices, monitoring programs and other
6 mitigating measures required to ensure achievement of the purpose and intent of these
7 regulations. The format of any required reports shall be determined by the City of
8 Richland;
- 9 k. Recommend surface water management controls during construction and operation;
- 10 l. Propose construction scheduling; and
- 11 m. Recommend site monitoring and inspection during construction.
- 12 7. In addition to the general report requirements, a report for critical aquifer recharge areas must
13 include the following information:
- 14 a. Available information regarding geologic and hydrogeologic characteristics of the site,
15 including the surface location of all CARAs located on site or immediately adjacent to
16 the site, and permeability of the unsaturated zone;
- 17 b. Ground water depth, flow direction, and gradient based on available information;
- 18 c. Currently available data on wells and springs within one thousand (1,000) feet of the
19 project area;
- 20 d. Location of other sensitive areas, including surface waters, within one thousand (1,000)
21 feet of the project area;
- 22 e. Available historic water quality data for the area to be affected by the proposed activity;
- 23 f. Evaluation of the potential impact of the proposed development on ground water quality,
24 both short- and long-term, based on an assessment of the cumulative impacts of the
25 proposal in combination with existing and potential future land use activities; and
- 26 g. A proposed mitigation plan, as applicable. Applicants must demonstrate how they will
27 integrate necessary and appropriate best management practices to prevent degradation of
28 ground water.
- 29 8. In addition to the general report requirements, a report on floodplain development shall
30 include the information required by RMC 23.34.100, Floodplain district – Development
31 permit.
- 32 C. Permit Process. This section is not intended to create a separate permit process for development
33 proposals. To the extent possible, the City of Richland shall consolidate and integrate the review
34 and processing of sensitive area-related aspects of proposals with other land use and
35 environmental considerations and approvals.

26.60.082 Requirements of Qualified Consultants.

All reports or studies are to be performed by a professional, licensed or qualified as a consultant, in the sensitive area at issue. The City of Richland shall determine whether a person is a qualified consultant based on the criteria established in Chapter 26.80 RMC.

26.60.083 Land Divisions.

All proposed divisions of land which include regulated sensitive areas shall comply with the following procedure and development standard:

- A. New lots shall contain at least one building site, including access that is suitable for development and is not within a portion of the regulated sensitive area or its associated buffer or setback in which a restriction of prohibition on alteration is provided by this Program.

26.60.084 General Procedural Provisions.

- A. Interpretations and Conflicts. Any question regarding interpretation of these regulations shall be resolved pursuant to the procedures set forth in RMC 23.70.070.

- B. Penalties and Enforcement. Any person who has violated any provision of this chapter shall have committed a civil infraction subject to a civil penalty as set forth in RMC 10.02.050(E).

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

- C. Appeals from permit decisions shall be governed by the procedures set forth in Chapter 19.70 RMC.

26.70 No Special Duty Created.

It is the purpose of this chapter to provide for the health, welfare, and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter. No provision or term used in this chapter is intended to impose any duty whatsoever upon the City or any of its officers, agents, or employees for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory.

Nothing contained in this chapter is intended to be, nor shall be construed to create or form, the basis for any liability on the part of the City or its officers, agents, and employees for any injury or damage resulting from the failure of any premises to abate a nuisance or to comply with the provisions of this chapter, or by reason or consequence of any inspection, notice, or order made or given in connection with the implementation or enforcement of this chapter, or by reason of any action of the City related in any manner to enforcement of this chapter by its officers, agents or employees.

1 **26.71 Severability.**

2 The provisions of this Title 26 RMC are declared to be separate and severable. The invalidity of any
3 clause, sentence, paragraph, subdivision, section, or portion of this title to any person or circumstance
4 shall not affect the validity of the remainder of this title or the validity of its application to other persons
5 or circumstances.

6 **26.80 Definitions.**

7 “Agriculture” or “agricultural activities” means agricultural uses and practices including, but not limited
8 to, producing, breeding, or increasing agricultural products; rotating and changing agricultural crops;
9 allowing land used for agricultural activities to lie fallow (plowed and tilled, but left unseeded); allowing
10 land used for agricultural activities to lie dormant as a result of adverse agricultural market conditions;
11 allowing land used for agricultural activities to lie dormant because the land is enrolled in a local, state, or
12 federal conservation program, or the land is subject to a conservation easement; conducting agricultural
13 operations; maintaining, repairing, and replacing agricultural equipment; maintaining, repairing, and
14 replacing agricultural facilities, provided that the replacement facility is no closer to the shoreline than the
15 original facility; and maintaining agricultural lands under production or cultivation.

16 Agricultural equipment and agricultural facilities includes, but is not limited to:

- 17 A. The following used in agricultural operations: Equipment; machinery; constructed shelters,
18 buildings, and ponds; fences; upland finfish rearing facilities; water diversion, withdrawal,
19 conveyance, and use equipment and facilities including, but not limited to, pumps, pipes, tapes,
20 canals, ditches, and drains;
- 21 B. Corridors and facilities for transporting personnel, livestock, and equipment to, from, and within
22 agricultural lands;
- 23 C. Farm residences and associated equipment, lands, and facilities; and
- 24 D. Roadside stands and on-farm markets for marketing fruit or vegetables.

25 “Alteration” means a human action which results in a physical change to the existing condition of land or
26 improvements including but not limited to: clearing vegetation, filling and grading and construction of
27 structures or facilities including impervious surfaces.

28 “Applicant” means the person, party, firm, partnership, corporation, or other entity that applies for any
29 permit or approval pursuant to this chapter, and may include applicants for other approvals pursuant to
30 other provisions of the Richland Municipal Code.

31 “Artificially created wetland” means wetlands intentionally created from non-wetland sites, including, but
32 not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater
33 treatment facilities, farm ponds and landscaping amenities, or those wetlands created after July 1, 1990
34 that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands
35 may include those artificial wetlands intentionally created from non-wetland areas to mitigate the
36 conversion of wetlands.

1 “Aquaculture” means the culture or farming of fish, shellfish, or other aquatic plants and animals.

2 Aquaculture does not include the harvest of wild geoduck associated with the state-managed wildstock
3 geoduck fishery.

4 “Associated jurisdictional wetlands” are those wetlands that are in proximity to and either influence or are
5 influenced by shoreline areas subject to the Shoreline Management Act.

6 “Average grade level” means the average of the natural or existing topography of the portion of the lot,
7 parcel, or tract of real property which will be directly under the proposed building or structure. In the
8 case of structures to be built over water, average grade level shall be the elevation of the ordinary high
9 water mark. Calculation of the average grade level shall be made by averaging the ground elevations at
10 the midpoint of all exterior walls of the proposed building or structure.

11 “Best management practices (BMPs)” should not exclude new agricultural and land management
12 activities, especially in sensitive areas and their buffers, and should also encourage ongoing agricultural
13 activities to minimize their effects on water quality, riparian ecology, salmonid populations, and
14 downstream resources. BMPs are current and evolving conservation practices, or systems of practices,
15 management or operational measures, or design and construction techniques; or normal and accepted
16 industry standards that are applied to land use activity in a manner which:

17 A. Control soil loss and reduces water surface and ground water quality degradation caused by
18 nutrients, wastes, toxics, and sediment;

19 B. Minimize where possible and mitigate where necessary adverse impacts to the natural chemical,
20 physical and biological environment of the city;

21 C. Utilize the city’s natural resources on a long-term, sustainable yield basis;

22 D. Protect trees, vegetation, and soils designated to be retained during and following site
23 construction, and use native plant species appropriate to the site for revegetation of disturbed
24 areas; and

25 E. Prevent contamination of surface and ground water resources, and protect from impacts to native
26 and other desirable vegetation with BMPs for chemical pesticide, herbicide, and fertilizer
27 applications.

28 “Bioengineering” means the use of biological elements, such as the planting of vegetation, often in
29 conjunction with engineered systems, to provide a structural shoreline stabilization measure with minimal
30 negative impact to the shoreline ecology.

31 “Boating facility” for the purposes of this Program means any public or private facility for mooring,
32 storing, or transfer of materials from vessels on the water, such as docks and piers, including on-land
33 related facilities such as approaches and ramps, and includes any private and publicly accessible launch
34 sites or facilities. A boating facility does not include on-land accessory facilities such as parking or
35 storage.

36 “Buffer” means an area adjacent to a sensitive area that functions to avoid loss or diminution of the
37 ecologic functions and values of the sensitive area. Specifically, a buffer may:

- 1 • Preserve the ecologic functions and values of a system, including, but not limited to, providing
2 microclimate conditions, shading, input of organic material, and sediments; room for variation
3 and changes in natural wetland, river, or stream characteristics; providing for habitat for lifecycle
4 stages of species normally associated with the resource;
- 5 • Physically isolate a sensitive area such as a wetland, river, or stream from potential disturbance
6 and harmful intrusion from surrounding uses using distance, height, visual, and/or sound barriers,
7 and generally including dense native vegetation, but also may include human-made features such
8 as fences and other barriers;
- 9 • Act to minimize risk to the public from loss of life, well-being, or property damage resulting from
10 natural disasters such as from landslide or flooding.

11 “Building” means a roofed and walled structure built for permanent or temporary use.

12 “Building height in Shoreline Management Act jurisdiction” only means the vertical distance between
13 average grade and the highest part of the coping of a flat roof, or the deck line of a mansard roof, or the
14 highest point of the highest gable of a pitched or hipped roof. The height of a stepped or terraced building
15 is the maximum height of that segment of the building with all roof elements at a different elevation than
16 adjacent steps or terraces; provided that television antennas, chimneys, and similar appurtenances shall
17 not be used in calculating height, except where such appurtenances obstruct the view of the shoreline of a
18 substantial number of residences on areas adjoining such shorelines. Temporary construction equipment
19 is excluded in this calculation.

20 “Bulkhead” means a structure of timber, concrete, steel, rock, or similar substance located parallel to the
21 shore, which has as its primary purpose to contain and prevent the loss of soil by erosion, wave, or current
22 action.

23 “Channel migration zone” means the area along a river within which the channel(s) can be reasonably
24 predicted to migrate over time as a result of natural and normally occurring hydrological and related
25 processes when considered with the characteristics of the river and its surroundings. For the purpose of
26 this Program, the channel migration zone excludes areas separated from the active river channel by
27 legally existing artificial structures that are likely to restrain channel migration, including, but not limited
28 to, flood control facilities, transportation facilities, and structures built above or constructed to remain
29 intact through the 100-year flood.

30 “Clearing” means the removal of trees, brush, grass, ground cover, or other vegetative matter from a site
31 which exposes the earth’s surface of the site.

32 “Compensatory mitigation” means the restoration, creation, enhancement or, in exceptional
33 circumstances, preservation of wetlands and/or other aquatic resources for the purpose of compensating
34 for unavoidable adverse impacts which remain after all appropriate and practicable avoidance and
35 minimization has been achieved.

36 “Creation” (of wetland) means the manipulation of the physical, chemical, or biological characteristics
37 present to develop a wetland on an upland or deepwater site, where a wetland did not previously exist.
38 Establishment results in a gain in wetland acreage and function. A typical action is the excavation of

upland soils to elevations that will produce a wetland hydroperiod and hydric soils, and support the growth of hydrophytic plant species (Gwin et al. 1999).

“Sensitive areas” are those areas and ecosystems as defined under Chapter 36.70A RCW, and include:

- Wetlands;
- Areas with a critical recharging effect on aquifers used for potable waters;
- Fish and wildlife habitat conservation areas;
- Frequently flooded areas; and
- Geologically hazardous areas.

“Critical habitat” or “critical wildlife habitat” means habitat areas associated with threatened, endangered, sensitive, or priority species of plants or wildlife which, if altered, could reduce the likelihood that the species will maintain and reproduce over the long term. Such areas are documented with reference to lists, categories and definitions of species promulgated by the Washington Department of Wildlife (Non-Game Data System Special Animal Species) as identified in WAC 232-12-011 or 232-12-014 and in the priority habitat species lists compiled in compliance with WAC 365-190-080, or by rules and regulations adopted currently or hereafter by the U.S. Fish and Wildlife Service.

“Critical habitat” also includes the following types of areas:

- A. Regionally rare native fish and wildlife habitat (i.e., one of five or fewer examples of the habitat within the Mid-Columbia region).
- B. Fish and wildlife areas with irreplaceable ecological functions, including, but not necessarily limited to, the following:
 1. The areas listed as a national wildlife refuge, national park, natural area preserve or any preserve or reserve designated under WAC 332-30-151;
 2. The Lake Wallula wildlife habitat areas managed by the U.S. Army Corps of Engineers, including the Yakima River Wildlife Management Area and the Hanford Islands in the Columbia River managed by the U.S. Fish and Wildlife Service;
 3. Category I wetlands as defined in RMC 26.60.023;
 4. State nature area preserves or natural resource conservation areas identified by state law and managed by the Department of Natural Resources;
 5. Documented habitat, other than accidental presence, of threatened or endangered species;
 6. Documented habitat, other than accidental presence, of regional or national significance for migrating birds.

“Cumulative impacts” are the results of incremental actions when added to past, present, and reasonably foreseeable future actions. Cumulative impacts can be deemed substantial and subject to mitigation conditions even though they may consist of individual actions having relatively minor impacts.

1 “Development” means a use consisting of the construction or exterior alteration of structures; dredging;
2 drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving of piling;
3 placing of obstructions; or any project of a permanent or temporary nature which interferes with the
4 normal public use of the surface of the waters overlying lands subject to the act at any stage of water
5 level;

6 “Developer” means any person, firm, corporation, or agency engaged in the act of development.

7 “Development plan” means a proposal for development consisting of such site plans, vicinity maps,
8 drawings, illustrations, documents, and conditions as may be necessary and appropriate.

9 “Dock” means a place for vessels to moor and may include a variety of facilities including piers and
10 floating structures extending from the shore over the water. This definition does not include over-water
11 trails.

12 “Dredging” is the removal of earth, sand, gravel, silt, or debris from below the ordinary high water mark
13 of any river, stream, pond, lake, or other water body and beneath the area of seasonal saturation of any
14 wetland.

15 “Earth/earth material” means naturally occurring rock, soil, stone, sediment, or combination thereof.

16 “Ecological function” means the work performed or role played by the physical, chemical, and biological
17 processes that contribute to the maintenance of the aquatic and terrestrial environments that constitute an
18 element of a natural ecosystem.

19 “Ecosystem-wide processes” means the suite of naturally occurring physical and geologic processes of
20 erosion, transport, and deposition; and specific chemical processes that shape landforms within a specific
21 shoreline ecosystem and determine both the types of habitat and the associated ecological functions.

22 “Enhancement” (of habitats in general) means the improvement of existing habitat such as by increasing
23 plant density or structural diversity, or by controlling nonindigenous or noxious species by replacing with
24 native species.

25 “Enhancement” (of wetlands) means the manipulation of the physical, chemical, or biological
26 characteristics of a wetland to heighten, intensify, or improve specific function(s), or to change the growth
27 stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as
28 water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in
29 wetland function(s) and can lead to a decline in other wetland functions, but does not result in a gain in
30 wetland acres. Examples are planting vegetation, controlling non-native or invasive species, and
31 replacing with native species.

32 “Erosion” means wearing away of rock or soil by the gradual detachment of soil and rock fragments by
33 water, wind, ice, and other mechanical and chemical forces.

34 “Erosion Hazard Areas” are areas identified by the United States Department of Agriculture Soil
35 Conservation Service as having a severe rill and inter-rill erosion hazard.

36 “Excavation” means the mechanical removal of earth material.

1 “Existing and ongoing agricultural activities” include those activities conducted on lands defined in RCW
2 84.34.020(2), and those activities involved in the production of crops and livestock, including, but not
3 limited to, operation and maintenance of farm and stock ponds or drainage ditches, irrigation systems,
4 changes between agricultural activities, and normal operation, maintenance or repair of existing
5 serviceable structures, facilities or improved areas. Activities that bring a previously nonagricultural area
6 into agricultural use are not part of an ongoing activity. An operation ceases to be ongoing when the area
7 on which it was conducted is proposed for conversion to a nonagricultural use or has lain idle for a period
8 of longer than five (5) years, unless the idle land is registered in a federal or state soils conservation
9 program.

10 “Exotic” means a species, plant community type, or habitat that has been introduced or modified as a
11 result of human actions.

12 “Fair market value” means the open market bid price for conducting construction of the work, using the
13 equipment and facilities, and purchase of the goods, services, and materials necessary to accomplish the
14 development. This would normally equate to the cost of hiring a contractor to undertake the development
15 from start to finish, including the cost of labor, materials, equipment and facility usage, transportation,
16 and contractor overhead and profit. The fair market value of the development shall include the fair
17 market value of any donated, contributed, or found labor, equipment or materials.

18 “Federal Manual” or “federal methodology” means the methodology for identifying wetlands in the field
19 as described in the current Federal Manual for Identifying and Delineating Jurisdictional Wetlands.

20 “Feasible” means that an action, such as a development project, mitigation, or restoration requirement,
21 meets all of the following conditions:

22 A. The action can be accomplished with technologies and methods that have been used in the past in
23 similar circumstances, or studies or tests have demonstrated in similar circumstances that such
24 approaches are currently available and likely to achieve the intended results;

25 B. The action provides a reasonable likelihood of achieving its intended purpose; and

26 C. The action does not physically preclude achieving the project's primary intended legal use.

27 In cases where these guidelines require certain actions unless they are infeasible, the burden of proving
28 infeasibility is on the applicant. In determining an action's infeasibility, the City may weigh the action's
29 relative public costs and public benefits, considered in short- and long-term timeframes.

30 “Fill” means earth or any other substance or material placed in or on the ground, including earth retaining
31 structures, in an area waterward of the OHWM. In wetlands, it includes any action that raises the
32 elevation or creates dry land.

33 “Filling” means the act of transporting or placing (by any manner or mechanism) fill material from, to, or
34 on any soil surface, sediment surface, or other fill material.

35 “Flood plain” is synonymous with one hundred (100) year flood plain and means that land area
36 susceptible to inundation with a one percent (1%) chance of being equaled or exceeded in any given year.

1 The limit of this area shall be based upon flood ordinance regulation maps or a reasonable method which
2 meets the objectives of the Act.

3 “Floodway” means the channel of a river or other watercourse and the adjacent land areas that either:

- 4 • Has been established in Federal Emergency Management Agency Flood Insurance Rate Maps or
5 floodway maps; or
- 6 • Consists of those portions of a river valley lying waterward from the outer limits of a watercourse
7 upon which flood waters are carried during periods of flooding that occur with reasonable
8 regularity, although not necessarily annually, said floodway being identified, under normal
9 conditions, by changes in surface soil conditions or changes in types or quality of vegetative
10 ground cover condition, topography, or other indicators of flooding that occurs with reasonable
11 regularity, although not necessarily annually.
- 12 • Regardless of the method used to identify the floodway, the floodway shall not include those
13 lands that can reasonably be expected to be protected from flood waters by flood risk reduction
14 devices maintained by or maintained under license from the federal government, the state, or a
15 political subdivision of the state.

16 “Geotechnical report or geotechnical analysis” means a scientific study or evaluation conducted by a
17 qualified expert that includes a description of the ground and surface hydrology and geology, estimates of
18 susceptibility to erosion, sliding, earthquake, or other geological events, and the extent of risk to the
19 health and safety of persons and property. Such a report shall include conclusions and recommendations
20 regarding the effect of the proposed development on geologic conditions, the adequacy of the site to be
21 developed, the impacts of the proposed development, alternative approaches to the proposed
22 development, and measures to mitigate potential site-specific and cumulative geological and hydrological
23 impacts of the proposed development, including the potential adverse impacts to adjacent and down-
24 current properties. Geotechnical reports shall conform to accepted technical standards and must be
25 prepared by qualified professional engineers or geologists who have professional expertise regarding the
26 regional and local geology and processes.

27 “Grading” means the movement or redistribution of the soil, sand, rock, gravel, sediment, or other
28 material on a site in a manner that alters the natural contour of the land.

29 “Habitat management” means management of land to maintain species in suitable habitats within their
30 natural geographic distribution so that isolated subpopulations are not created. This does not imply
31 maintaining all habitat or individuals of all species in all cases.

32 “Habitat map” means maps of plant cover types/communities, referred to as Fish and Wildlife
33 Conservation Areas, adopted by the City of Richland to indicate the potential presence of wildlife species.

34 “High impact land use” means land uses that are generally associated with relatively high levels of human
35 activity or disturbance, development of structures, or substantial wetland habitat impacts. Depending on
36 their context, high impact land uses can include, but are not limited to, residential buildings and
37 structures, active recreation areas and facilities, commercial and industrial land uses, buildings and
38 structures, and similar uses and activities which create a significant potential for impacts to wetlands. The

context for determining the impact of a land use includes the sensitivity of the wetland, the density and intensity of adjacent development, the amount of impervious surface, the orientation of proposed buildings and structures, and other relevant factors as determined in an individual case.

“In-kind mitigation” means replacement of wetlands with substitute wetlands whose characteristics closely approximate those destroyed or degraded by a regulated activity.

“In-stream structures” are structures located waterward of the ordinary high water mark that either cause or have the potential to cause water impoundment or the diversion, obstruction, or modification of water flow.

“Landslide Hazard Areas” are areas that are potentially subject to landslides based on a combination of geologic, topographic, and hydrologic factors. They include any areas susceptible because of any combination of bedrock, soil, slope (gradient), slope aspect, structure, hydrology, or other factors.

Landslide hazard areas include, but are not limited to, the following types of areas:

- A. Areas delineated by the United States Department of Agriculture Soil Conservation Service as having a severe limitation for building site development;
- B. Areas designated as quaternary slumps, earthflows, mudflows, lahars, or landslides on maps published by the United States Geological Survey or Department of Natural Resources Division of Geology and Earth Resources;
- C. Areas with all three of the following characteristics:
 1. Areas with slope steeper than fifteen percent (15%);
 2. Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock; and
 3. Springs or ground water seepage;
- D. Areas that have shown movement during the holocene epoch (from 10,000 years ago to the present) or which are underlain or covered by mass wastage debris of that epoch;
- E. Areas with slopes that are parallel or subparallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials;
- F. Areas with slopes having gradients steeper than eighty percent (80%) subject to rockfall during seismic shaking;
- G. Areas potentially unstable as a result of rapid stream incision, stream bank erosion and undercutting by wave action;
- H. Areas that show evidence of, or on, an active alluvial fan presently or potentially subject to inundation by debris flows or catastrophic flooding; or
- I. Areas with a slope of forty percent (40%) or steeper and with a vertical relief of ten (10) or more feet, except areas composed of consolidated rock. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least ten (10) feet of vertical relief.

1 “Local utility” means public or private utilities normally servicing a neighborhood or defined subarea in
2 the City (e.g., telephone exchanges; sanitary sewer; stormwater facilities; distribution lines; electrical
3 distribution less than fifty-five (55) kilovolts; telephone; cable television, etc.).

4 “Low impact land use” means land uses that are typically associated with relatively low levels of human
5 activity, disturbance or development, and that are conducted in a manner so as to minimize impacts to the
6 buffer. Low impact land uses may include:

- 7 A. Conservation or restoration activities aimed at protecting the soil, water, vegetation, or wildlife;
- 8 B. Passive recreation, including walkways or trails located in the outer twenty-five percent (25%) of
9 the buffer area;
- 10 C. Educational and scientific research activities, provided prior approval is obtained from the
11 approval authority;
- 12 D. Normal and routine maintenance and repair of any existing public or private facilities, provided
13 appropriate measures are undertaken to minimize impacts to the wetland and its buffer, and that
14 disturbed areas are restored immediately to a natural condition; or
- 15 E. Agricultural land uses that do not create a significant probable wetland impact.

16 “Marina” means any commercial or club-owned facility consisting of docks or piers serving five (5) or
17 more vessels, or a shared moorage serving a subdivision serving ten (10) or more vessels.

18 “Mining” means the removal of sand, gravel, soil, minerals, and other earth materials for commercial and
19 other uses.

20 “Mitigation” involves actions that proceed in sequence from the highest to the lowest priority as follows:

- 21 A. Avoiding impacts to environmentally sensitive areas by not taking action or parts of actions.
- 22 B. Minimizing impact by limiting the degree or magnitude of the action and its implementation.
- 23 C. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment.
- 24 D. Reducing or eliminating the impact over time by preservation and maintenance operations during
25 the life of the action.
- 26 E. Compensating for the impact by replacing or providing substitute resources or environments.

27 While monitoring alone is not considered mitigation for purposes of these regulations, it may be part of a
28 comprehensive mitigation program.

29 “Mixed use” within an area subject to the jurisdiction of the Shoreline Management Act means a
30 combination of compatible uses within one development, in which water-oriented and non-water-oriented
31 uses are included.

32 “Multiple use” means a combination of compatible uses within one development, and may include
33 commercial, multi-family, and recreation uses, among others. The term “mixed use” in Title 23 RMC,
34 Zoning Regulations, may be used in the same sense as “multiple use” in Title 26 RMC, Shoreline
35 Management.

1 “Native vegetation” means vegetation indigenous to the area in question.

2 “Natural or existing topography” means the topography of the lot, parcel, or tract of real property
3 immediately prior to any site preparation or grading, including excavation or filling.

4 “Non-conforming lot, use, structure, or site” means a pre-existing parcel which was lawfully created prior
5 to the effective date of this Program but does not meet minimum size or other dimensional requirements,
6 a use which was legally established prior to the effective date of this Program which would not be
7 permitted as a new use in the area in which it is located under the terms of this Program, or a structure
8 lawfully erected prior to the effective date of this Program or a site altered or improved which does not
9 meet current standards for setbacks, buffers, vegetation conservation, landscaping, public access,
10 screening, or other regulations for the area in which it is located due to changes in regulations since its
11 establishment.

12 “No net loss of ecological functions” is the maintenance of existing ecological processes and functions at
13 the level that existed at the time of approval of relevant policies and regulations.

- 14 • No net loss of ecological functions on the level of the City means that the ecological processes
15 and functions are maintained within a watershed or other functional catchment area. Regulations
16 may result in localized cumulative impacts or loss of some localized ecological processes and
17 functions, as long as the ecological processes and functions of the system are maintained.
18 Maintenance of system ecological processes and functions may require compensating measures
19 that offset localized degradation.
- 20 • On a project basis, no net loss means that permitted use or alteration of a site will not result in on-
21 site or off-site deterioration of the existing condition of ecological functions that existed prior to
22 initiation of use or alterations as a direct or indirect result of the project.
- 23 • No net loss is achieved both through avoidance and minimization of adverse impacts as well as
24 compensation for impacts that cannot be avoided. Compensation may include on-site or off-site
25 restoration of ecological functions to compensate for localized degradation.

26 “Non-Water-Dependent Use” means those uses which are not water-dependent.

27 “Non-Water-Oriented Use” means those uses which are not water-dependent, water-related, or water-
28 enjoyment.

29 “Open space” means an area that is intended to provide light and air, view, use, or passage of persons or
30 animals which is almost entirely unobstructed by buildings, paved areas, or other human-made structures,
31 and is designed or preserved for environmental, habitat, scenic, or recreational purposes.

32 “Ordinary high water mark” means the mark on all lakes and streams that will be found by examining the
33 beds and banks and ascertaining where the presence and action of waters are so common and usual, and
34 so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the
35 abutting upland and vegetation, as that condition existed on June 1, 1971 for all lands under the
36 jurisdiction of the Shoreline Management Act, or for other lands on the effective date of the relevant
37 provisions of this Program, or as it may naturally change thereafter, or as it may change thereafter in
38 accordance with permits issued by the City or other authorized jurisdictions. In any area where the

ordinary high water mark cannot be found, it shall be defined in accordance with WAC 173-22-030, generally the line of the mean higher high tide in areas adjoining salt water, and the line of mean high water in areas adjoining fresh water.

“Party of record” includes all persons, agencies or organizations who have submitted written comments in response to a notice of application; made oral comments in a formal public hearing conducted on the application; or notified local government of their desire to receive a copy of the final decision on a permit and who have provided an address for delivery of such notice by mail;

“Permanent erosion control” means continuous on-site and off-site control measures that are needed to control conveyance or deposition of earth, and turbidity or pollutants after development, construction, or restoration.

“Permit” means that substantial development, special use, or variance permit issued by the City of Richland prior to substantial development in shoreline areas, subject to review by the State of Washington Department of Ecology and the State Attorney General.

“Pier” means docks or similar structures supported by fixed piles. This definition does not include over-water trails.

“Preservation” (of wetlands) means the removal of a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This term includes the purchase of land or easements, repairing water control structures or fences, or structural protection. Preservation does not result in a gain of wetland acres but may result in a gain in functions over the long term.

"Priority habitat" means a habitat type with unique or significant value to one or more species. An area classified and mapped as priority habitat must have one or more of the following attributes:

- A. Comparatively high fish or wildlife density;
- B. Comparatively high fish or wildlife species diversity;
- C. Fish spawning habitat;
- D. Important wildlife habitat;
- E. Important fish or wildlife seasonal range;
- F. Important fish or wildlife movement corridor;
- G. Rearing and foraging habitat;
- H. Important marine mammal haul-out;
- I. Refugia habitat;
- J. Limited availability;
- K. High vulnerability to habitat alteration;
- L. Unique or dependent species; or
- M. Shellfish bed.

A priority habitat may be described by a unique vegetation type or by a dominant plant species that is of primary importance to fish and wildlife (such as oak woodlands or eelgrass meadows). A priority habitat may also be described by a successional stage (such as old growth and mature forests). Alternatively, a priority habitat may consist of a specific habitat element (such as a consolidated marine/estuarine

shoreline, talus slopes, caves, snags) of key value to fish and wildlife. A priority habitat may contain priority and/or non-priority fish and wildlife.

“Priority species” means species requiring protective measures and/or management guidelines to ensure their persistence at genetically viable population levels. Priority species are those that meet any of the criteria listed below:

- A. Criterion 1. State-listed or state proposed species. State-listed species are those native fish and wildlife species legally designated as endangered (WAC 232-12-014), threatened (WAC 232-12-011), or sensitive (WAC 232-12-011). State proposed species are those fish and wildlife species that will be reviewed by the Department of Fish and Wildlife (POL-M-6001) for possible listing as endangered, threatened, or sensitive according to the process and criteria defined in WAC 232-12-297.
- B. Criterion 2. Vulnerable aggregations. Vulnerable aggregations include those species or groups of animals susceptible to significant population declines, within a specific area or statewide, by virtue of their inclination to congregate. Examples include heron colonies, seabird concentrations, and marine mammal congregations.
- C. Criterion 3. Species of recreational, commercial, and/or tribal importance. Native and non-native fish, shellfish, and wildlife species of recreational or commercial importance, and recognized species used for tribal ceremonial and subsistence purposes that are vulnerable to habitat loss or degradation.
- D. Criterion 4. Species listed under the federal Endangered Species Act as either proposed, threatened, or endangered.

“Public access” means a physical and/or visual approach to and along the shoreline available to the general public.

“Public interest” means the interest shared by the citizens of the state or community at large in the affairs of government, or some interest by which their rights or liabilities are affected, including, but not limited to, an effect on public property or on health, safety, or general welfare resulting from a use or development.

“Qualified consultant” means a professionally trained and/or certified wildlife biologist, ecologist or other professional with expertise in the scientific disciplines necessary to identify, evaluate and manage habitat.

“Qualified professional” means a person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC 365-195-905(4). A qualified professional must have obtained a Bachelor of Science or Bachelor of Arts or equivalent degree in biology, ecology, engineering, environmental studies, fisheries, geomorphology or related field, and at least two (2) years of related work experience.

- A. A qualified professional for habitats or wetlands must have a degree in biology, ecology or related field and professional experience related to the subject species. A “qualified wetland specialist” is further defined below.

1 B. A qualified professional for a geological hazard must be a professional engineer or geologist,
2 licensed in the state of Washington.

3 C. A qualified professional for critical aquifer recharge areas means a hydrogeologist, geologist,
4 engineer, or other scientist with experience in preparing hydrogeologic assessments.

5 “Qualified wetland specialist” means a person or firm with experience and training in wetland issues, and
6 with experience in performing delineations, analyzing wetland impacts, and recommending wetland
7 mitigation and restoration. Qualifications include:

8 A. A Bachelor of Science or Bachelor of Arts or equivalent degree in biology, botany, ecology,
9 environmental studies, fisheries, soil science, wildlife or related field, and at least two (2) years of
10 related work experience, including a minimum of one (1) year of experience delineating wetlands
11 using the Unified Federal Manual in preparing wetland reports. Additional education may
12 substitute for one (1) year of related work experience; or

13 B. Four (4) or more years of related work experience and training, with a minimum of two (2) years’
14 experience delineating wetlands using the Unified Federal Manual in preparing wetland reports.

15 “Recreation areas or facilities” means any privately or publicly owned passive or active facility that
16 provides for activities undertaken for pleasure or relaxation and for the refreshment of the mind and body
17 that takes place in the outdoors or in a facility dedicated to the use, including, but not limited to, walking,
18 fishing, photography, viewing, and bird-watching, and may include parks, playgrounds, sports fields,
19 paths and trails, beaches, or other recreation areas or facilities.

20 “Re-establishment” (of wetland) means the manipulation of the physical, chemical, or biological
21 characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-
22 establishment results in rebuilding a former wetland and results in a gain in wetland acres and functions.
23 Activities could include removing fill, plugging ditches, or breaking drain tiles.

24 “Regulated activity” means activities occurring in or near and/or potentially affecting a wetland or
25 wetland buffer that are subject to the provisions of the Shoreline Master Program. Regulated activities
26 generally include, but are not limited to, any filling, dredging, dumping or stockpiling, draining,
27 excavation, flooding, construction or reconstruction, driving pilings, obstructing, shading, clearing or
28 harvesting.

29 “Rehabilitation” (of wetland) means the manipulation of the physical, chemical, or biological
30 characteristics of a site with the goal of repairing natural or historic functions and processes of a degraded
31 wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres.
32 Activities could involve breaching a dike to reconnect wetlands to a floodplain or returning tidal influence
33 to a wetland.

34 “Restore” or “Restoration” or “ecological restoration” means the reestablishment or upgrading of
35 impaired natural or enhanced ecological shoreline processes or functions. This may be accomplished
36 through measures including, but not limited to, re-vegetation, removal of intrusive shoreline structures
37 and removal or treatment of toxic materials. Restoration does not imply a requirement for returning the
38 shoreline area to pre-Columbia Basin Project, aboriginal or pre-European settlement conditions.

1 “Sanitary landfill” is a method of disposing of solid waste on land without creating nuisances or hazards
2 to public health or safety by utilizing the principles of engineering to confine the solid waste to the
3 smallest practical volume, and to cover it with a layer of earth at the conclusion of each day’s operation or
4 at such more frequent intervals as may be necessary.

5 “Secondary habitat” or “secondary wildlife habitat” means areas with one or more of the following
6 attributes: comparatively high wildlife density; high wildlife species richness; significant wildlife
7 breeding habitat; significant wildlife seasonal ranges; significant movement corridors; limited availability;
8 and/or high vulnerability. Secondary habitat offers less diversity of animal and plant species than critical
9 habitat, but is important for performing the essential functions of habitat.

10 “Seismic Hazard Areas” are areas subject to severe risk of damage as a result of earthquake induced
11 ground shaking, slope failure, settlement, soil liquefaction, or surface faulting. One indicator of potential
12 for future earthquake damage is a record of earthquake damage in the past. Ground shaking is the primary
13 cause of earthquake damage in Washington. The strength of ground shaking is primarily affected by: (1)
14 magnitude of an earthquake; (2) distance from the source of an earthquake; (3) type of thickness of
15 geologic materials at the surface; and (4) type of subsurface geologic structure.

16 “Shall” means a mandate; the action must be done.

17 “Shorelands or shoreland areas” means those lands under the jurisdiction of the Shoreline Management
18 Act extending landward for two hundred (200) feet in all directions as measured on a horizontal plane
19 from the ordinary high water mark; floodways and contiguous floodplain areas landward two hundred
20 (200) feet from such floodways; and all wetlands and river deltas associated with the streams, lakes, and
21 tidal waters that are subject to the provisions of the Shoreline Management Act, RCW 90.58.030; the
22 same to be designated as to location by the Washington State Department of Ecology.

23 “Shoreline areas” mean all shorelines of the State and shorelands.

24 “Shoreline Program” shall refer to the Richland Shoreline Master Program.

25 “Shorelines of Richland” are the total of all shorelines and shorelines of statewide significance within the
26 corporate limits of the City of Richland.

27 “Shoreline stabilization” means structural and non-structural actions taken to address erosion impacts to
28 property and dwellings, businesses, or structures caused by natural processes, such as current, flood, tides,
29 wind, or wave action. These actions include structural and nonstructural methods.

30 “Site” means any parcel or combination of contiguous parcels where a proposed project is located.

31 “Slope” means an inclined earth surface, the inclination of which is expressed as the ratio of horizontal
32 distance to vertical distance.

33 “Solid waste” is defined as those presently unwanted residues of used natural or manmade resources and
34 of human activity, including garbage, rubbish, ashes, industrial wastes, swill, demolition and construction
35 wastes, abandoned vehicles or parts thereof, and discarded commodities, which are handled or managed
36 in solid form.

1 “Should” means, in areas that are subject to the provisions of the Shoreline Management Act, RCW
2 90.58.030, that a particular action is required unless there is a demonstrated compelling reason, based on
3 the policy of the Shoreline Management Act and this Program, against taking the action. The
4 Administrator shall make the determination about whether or not an applicant has demonstrated that there
5 is a compelling reason against taking an action, and may consult with the Department of Ecology and
6 other agencies with jurisdiction over a proposal in making such a determination.

7 “Structural diversity” means the relative degree of diversity or complexity of vegetation in a habitat area
8 as indicated by the stratification or layering of different plant communities (e.g., ground cover, shrub
9 layer, and tree canopy); the variety of plant species; and the spacing or pattern of vegetation.

10 “Structure” means a permanent or temporary edifice or building, or any piece of work artificially built or
11 composed of parts joined together in some definite manner, whether installed on, above, or below the
12 surface of the ground or water, except for vessels.

13 “Substrate” means the soil, sediment, decomposing organic matter or combination of those located on the
14 bottom surface of the wetland.

15 “Temporary erosion control” means on-site and off-site control measures that are needed to control
16 conveyance or deposition of earth, turbidity, or pollutants during development, construction or
17 restoration.

18 “Water-dependent use” means a use or portion of a use which cannot exist in a location that is not
19 adjacent to the water, and which is dependent on the water by reason of the intrinsic nature of its
20 operations.

21 “Water-enjoyment use” means a recreational use or other use that facilitates public access to the shoreline
22 as a primary characteristic of the use, or a use that provides for enjoyment or recreational use of the
23 shoreline for a substantial number of people as a general characteristic of the use, and which through
24 location, design, and operation ensures the public's ability to enjoy the visual and physical qualities of the
25 shoreline. In order to qualify as a water-enjoyment use, the use must be open to the general public, and
26 the shoreline-oriented space within the project must be devoted to the specific aspects of the use that
27 fosters shoreline enjoyment.

28 “Water-oriented use” means a use that is water-dependent, water-related or water-enjoyment, or a
29 combination of such uses.

30 “Water-related use” means a use or portion of a use which is not intrinsically dependent on a waterfront
31 location, but its economic viability is dependent upon a waterfront location because:

32 A. The use has a functional requirement for a waterfront location such as the arrival or shipment of
33 materials by water or the need for large quantities of water; or

34 B. The use provides a necessary service supportive of the water-dependent uses, and the proximity
35 of the use to its customers makes its services less expensive and/or more convenient.

36 “Wetlands” or “wetland areas” means those areas that are inundated or saturated by surface or ground
37 water at a frequency and duration sufficient to support, and that under normal circumstances do support a

1 prevalence of vegetation adapted for life in saturated soil conditions. Wetlands generally include swamps,
2 marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created
3 from non-wetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales,
4 canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those
5 wetlands created after July 1, 1990 that were unintentionally created as a result of the construction of a
6 road, street, or highway. Wetlands may include those artificial wetlands intentionally created from non-
7 wetland areas to mitigate the conversion of wetlands. For identifying and delineating a regulated wetland,
8 the methodology shall be done in accordance with the approved federal wetland delineation manual and
9 applicable regional supplements as provided in RCW 90.58.380 and WAC 173-22-035.

10 “Wetland buffer area” means a naturally vegetated and undisturbed, enhanced or revegetated zone
11 surrounding a natural, restored, or newly created wetland that is an integral part of a wetland ecosystem,
12 and protects a wetland from adverse impacts to the integrity and value of the wetland. Wetland buffers
13 serve to moderate runoff volume and flow rates; reduce sediment, chemical nutrient and toxic pollutants;
14 provide shading to maintain desirable water temperatures; provide habitat for wildlife; and protect
15 wetland resources from harmful intrusion.

16 “Wetland Class” means one of the eleven class names used to describe wetland and deepwater habitat
17 types as derived from the U.S. Fish and Wildlife Service wetland classification scheme consisting of a
18 hierarchy of systems, subsystems, classes and subclasses to describe wetland types. Refer to USFWS,
19 December 1979, Classification of Wetlands and Deepwater Habitats of the United States for a complete
20 explanation of the wetland classification scheme. These class names include: forested wetland, scrub-
21 shrub wetland, emergent wetland, moss-lichen wetland, unconsolidated shore, aquatic bed,
22 unconsolidated bottom, rock bottom, rocky shore, stream bed, and reef.

23 “Wetland delineation” means the actual flagging or staking in the field of the edges of the wetland by a
24 qualified consultant or their representative.

25 “Wetland determination” means a report prepared by a qualified consultant that identifies, characterizes,
26 and analyzes potential impacts to wetlands consistent with applicable provisions of these regulations. A
27 determination does not include a formal delineation.

28 “Wildlife habitat” means areas that provide food, protective cover, nesting, breeding, or movement for
29 fish and wildlife, and with which individual species have a primary association.

30 “Wildlife report” means a report prepared by a qualified consultant that evaluates plant communities and
31 wildlife functions and values on a site, consistent with the format and requirements established by this
32 Program.

Section III Amendment of Richland Municipal Code

Note: These changes were effectuated through adoption of Ordinance No. 02-18.

Changes from the existing code text are indicated in red underlined format for insertions and in ~~strikethrough~~ format for deletions.

1. The following revision is made to RMC 19.20.010(A) and (B):

For the purpose of project permit processing, all development permit applications shall be classified as one of the following: Type I, Type II, or Type III. Legislative decisions are Type IV actions, and are addressed in RMC 19.20.050. Exclusions from the requirements of project permit application processing are contained in RMC 19.20.070.

A. Type I permits include the following types of permit applications:

1. Minor revisions to planned unit developments;
2. Final approvals of planned unit developments;
3. Short plats;
4. Small binding site plans;
5. Minor revisions to preliminary plats;
6. Minor revisions to site plans;
7. Minor revisions to special use permits;
8. Minor revisions to shoreline substantial development permits;
9. Minor new substantial development permits that meet any of the following criteria:
 - a. Single-family residences not constructed by an owner, lessee, or contract purchaser for their own use;
 - b. Single-family non-exempt docks; and
 - c. New developments on a site of one (1) acre or less and with a cost of less than \$500,000.
10. ~~9.~~ Accessory dwelling units.
11. ~~10.~~ Extension of preliminary plat approvals.

E. Type II permits include the following types of permit applications:

1. Shoreline substantial development permits not classified as Type I permits or revisions thereof;
2. Large binding site plans;
3. Site plan approvals or major revisions thereof;
4. Building height exceptions;
5. Design review – acceptance of alternative design standards;

6. Schools on small sites;
7. Extension of preliminary plat approvals;
8. Joint use parking reductions;
9. Special sign permits;
10. Planned unit development – final approvals;*
11. Special use permits or major revisions thereof.

2. The following addition is made to Chapter 23.66 Non-Conforming Uses

Note: These changes were effectuated through adoption of Ordinance No. 01-17.

23.66.010 Nonconforming uses of land and buildings – Continuance.

Any nonconforming use of land or buildings lawfully existing at the effective date of the ordinance codified in this title may be continued subject to the provisions of RMC 23.66.020 through 23.66.040.

23.66.020 Nonconforming uses of land and buildings – Yard, area, and building design requirements.

Any building or structure conforming as to use but nonconforming as to height, lot area, lot coverage, or yards at the effective date of the ordinance codified in this title may be altered, repaired or extended; provided, that such alteration, repair, or extension shall not increase the existing degree of nonconformance.

Provided that within jurisdiction of the Shoreline Management Act, Chapter 98.50 RCW, the Administrator shall find that alteration, repair, or extension is consistent with the Shoreline Master Program, including requirements for no net loss of shoreline ecological functions.

23.66.030 Nonconforming uses and buildings – Termination.

Any nonconforming use not involving a structure, or one involving a fence or similar landscape enclosure or one involving a structure having an assessed value of less than \$100.00 on the effective date of the ordinance codified in this title may be continued for no longer than one year after said date and any nonconforming use involving a structure having an assessed value of more than \$100.00 but less than \$300.00 on the effective date of the ordinance codified in this title may be continued for no longer than two years after said date.

23.66.040 Nonconforming uses and buildings – Limitations.

Any nonconforming building or part thereof may be maintained with ordinary repair; provided, however, no such building or part shall be extended, expanded, or structurally altered, except as otherwise required by law, nor shall a nonconforming use be extended, enlarged or expanded.

Any change of a nonconforming use in a conforming building shall be to a conforming use.

A nonconforming building or part thereof which has been unoccupied continuously for a period of one year or more shall not be reoccupied except by a conforming use.

A nonconforming use of a fractional part of a building shall not be extended throughout the building.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 13-18, Accepting the Department of Justice Bulletproof Vest Partnership Program Grant and Amending the 2018 Budget

Department:

Police Services

Ordinance/Resolution Number:

13-18

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 13-18, authorizing staff to accept and expend 50% match funding from the Department of Justice Bulletproof Vest Partnership Grant Program, and to make necessary budget adjustments.

Summary:

Richland Police Department officers are required to wear bulletproof vests while performing patrol functions. The Department of Justice offers a Bulletproof Vest Partnership (BVP) Program in which it reimburses fifty percent (50%) for the purchase and/or replacement of vests. The award amount for RPD is \$23,785.51, of which \$7,020.83 expires August 31, 2018 and the remainder in 2019.

Staff recommends approval of Ordinance No. 13-18 for first reading by title only.

Fiscal Impact:

This action will result in a positive impact to the Police Services budget in the amount of \$23,785.51. The City's match will come from the existing Police Services operating budget.

Attachments:

- I. Ordinance No. 13-18

ORDINANCE NO. 13-18

AN ORDINANCE of the City of Richland authorizing acceptance of a Department of Justice Bulletproof Vest Partnership Grant, and amending the 2018 Budget to provide for additional appropriations in the City's General Fund.

WHEREAS, on November 21, 2017, the Richland City Council passed Ordinance No. 49-17 approving the 2018 Budget; and

WHEREAS, the Department of Justice Bulletproof Vest Partnership Grant provides reimbursement for fifty percent (50%) of the purchase and/or replacement of bulletproof vests; and

WHEREAS, the City of Richland Police Department requires police officers to wear bulletproof vests while performing patrol functions; and

WHEREAS, the City of Richland Police Department has established a 5-year replacement cycle for bulletproof vests; and

WHEREAS, the City of Richland Police Department has an eligible award balance of \$27,785.51, of which \$7,020.83 expires on August 31, 2018 and the remainder in 2019; and

WHEREAS, no funds were appropriated in the General Fund for a Bulletproof Vest Grant Partnership Grant.

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

Section 1. Amendment of the 2018 Budget. The 2018 Budget is hereby amended to provide additional appropriations in the General Fund from a Department of Justice Bulletproof Vest Partnership Grant as follows:

Fund

Current Appropriation:	\$ 59,274,490
Increase in Appropriation:	\$ <u>27,785</u>
Amended Appropriation:	\$ <u>59,302,275</u>

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, Washington, at a regular meeting on the _____ day of _____, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 48-17, Amending Richland Municipal Code Title 23: Zoning Regulations, related to Vehicle-Based Food Vendors

Department:

Community & Development Services

Ordinance/Resolution Number:

48-17

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 48-17, amending Richland Municipal Code Title 23: Zoning Regulations to add vehicle-based food vendors.

Summary:

The Economic Development Committee has recommended that the City revise its zoning regulations to allow vehicle-based food vendors (food trucks) to operate in the City's commercial and business zoning districts.

Under the City's existing regulations, food trucks are allowed to operate only in the C-3 General Business district.

The Planning Commission held a public hearing on October 25, 2017 to consider these code amendments, and voted unanimously to recommend their adoption. If approved, the code amendments would provide for the operation of food trucks subject to compliance with operating standards intended to protect public health and safety.

This item was also reviewed by the City Council at a previous workshop.

Staff recommends approval of Ordinance No. 48-17 for second reading and passage.

Fiscal Impact:

None.

Attachments:

1. Ordinance No. 48-17
2. Staff Report - Vehicle-Based Food Vendors
3. Memo to Council
4. Workshop Slides
5. Letters of Support

ORDINANCE NO. 48-17

AN ORDINANCE of the City of Richland amending
Title 23: Zoning Regulations of the Richland Municipal Code
regarding the operation of vehicle-based food service.

WHEREAS, the City of Richland has observed the desire for vehicle-based food vendors in the City, and at present regulates this operation only through general statutes related to outdoor sales; and

WHEREAS, the City recognizes that a number of vehicle-based food vendors have created successful brick-and-mortar restaurants in the City of Richland's Central Business District; and

WHEREAS, vehicle-based food vendors support start-up food service enterprises and enhance the diversity of Richland's restaurant offerings to residents and visitors alike; and

WHEREAS, amendments to the Richland Municipal Code (RMC) will ensure that siting and operation of vehicle-based food vendors is compatible with adjacent commercial activities, and that the City's existing business activities and efforts support continued positive trends in micro-economic development.

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

Section 1. Richland Municipal Code Chapter 23.06, entitled Definitions, is hereby amended as follows:

Chapter 23.06 DEFINITIONS

Sections:

- 23.06.010 Definitions – Introductory.**
- 23.06.020 Accessory apartment unit.**
- 23.06.025 Accessory dwelling unit.**
- 23.06.027 Adult family home.**
- 23.06.030 Adult use establishment.**
- 23.06.035 Agriculture.**
- 23.06.040 Airport commercial.**
- 23.06.045 Airport industrial.**
- 23.06.050 Alley.**
- 23.06.053 Amendment.**
- 23.06.055 Animal shelter.**
- 23.06.065 Apparel and accessory stores.**
- 23.06.070 Apartment.**
- 23.06.071 Apartment, studio.**

23.06.075 Arcade.
23.06.080 Area of special flood hazard.
23.06.085 Art galleries.
23.06.090 Assisted living facility.
23.06.095 Auto parts sales.
23.06.100 Automobile repair.
23.06.105 Automobile service station.
23.06.110 Automobile wrecking.
23.06.115 Base flood.
23.06.117 Basement.
23.06.120 Bed and breakfast.
23.06.125 Block front.
23.06.130 Book, stationery and art supply store.
23.06.135 Building.
23.06.140 Building, accessory.
23.06.145 Building, main.
23.06.150 Building, hardware and garden supply store.
23.06.155 Bus station.
23.06.160 Bus terminal.
23.06.165 Bus transfer station.
23.06.170 Cafeteria.
23.06.175 Car wash.
23.06.180 Carport.
23.06.185 Cemetery.
23.06.190 Church.
23.06.195 City officials and agencies.
23.06.200 Cinema.
23.06.205 Clinic.
23.06.210 Club or fraternal societies.
23.06.215 Commercial recreation.
23.06.217 Concessionaire.
23.06.220 Convention center.
23.06.225 Contractors' offices and shops.
23.06.230 Contractors' yards.
23.06.235 Court.
23.06.240 Cultural institution.
23.06.245 Day care center.
23.06.250 Delicatessen.
23.06.255 Department store.
23.06.260 Dependent recreational vehicle.
23.06.265 Designated manufactured home.
23.06.270 Development.
23.06.275 District.
23.06.280 Dormitories, fraternities and sororities.
23.06.285 Drinking establishment.
23.06.290 Drive-through.

23.06.295 Drug store/pharmacy.
23.06.300 Dwelling, one-family attached.
23.06.305 Dwelling, one-family detached.
23.06.310 Dwelling, two-family detached.
23.06.315 Dwelling, multiple-family.
23.06.320 Dwelling unit.
23.06.325 Electronic equipment stores.
23.06.330 Essential public facilities.
23.06.335 Equipment rental.
23.06.340 Family.
23.06.345 Family day care home.
23.06.350 Farming of land.
23.06.355 Fence.
23.06.360 Financial institution.
23.06.365 Flood or flooding – Flood Insurance Rate Map (FIRM) – Flood Insurance Study.
23.06.370 Florist.
23.06.375 Food stores.
23.06.380 Food wagon.
23.06.385 Fuel station/mini-mart.
23.06.390 Funeral establishment.
23.06.395 Furniture, home furnishings, and appliance stores.
23.06.400 General service businesses.
23.06.405 Grade plane.
23.06.410 Gross floor area.
23.06.415 Guest room.
23.06.420 Habitable floor.
23.06.425 Hazardous waste.
23.06.430 Hazardous waste storage.
23.06.435 Hazardous waste treatment.
23.06.440 Hazardous waste treatment and storage facilities, off site.
23.06.445 Hazardous waste treatment and storage facilities, on site.
23.06.450 Hedge.
23.06.455 Height of building.
23.06.460 Hog farm.
23.06.465 Home occupations.
23.06.470 Health/fitness center.
23.06.475 Health/fitness facility.
23.06.477 Health spa.
23.06.480 Homeless shelter.
23.06.485 Hospital.
23.06.490 Hospital or clinic for large animals.
23.06.495 Hospital or clinic for small animals.
23.06.500 Hot tub.
23.06.505 Hotel.
23.06.510 House-banked card room.

23.06.515 Junkyard.
23.06.520 Kennel, commercial.
23.06.525 Landscaping.
23.06.530 Landscaping material sales.
23.06.535 Large livestock farming.
23.06.540 Lattice tower.
23.06.545 Laundry, self-service.
23.06.550 Laundry/dry cleaning, retail.
23.06.552 Laundry/dry cleaning, neighborhood.
23.06.555 Laundry/dry cleaning, commercial.
23.06.560 Livestock feed lot.
23.06.565 Lot.
23.06.567 Lot area.
23.06.570 Lot, corner.
23.06.572 Lot, interior.
23.06.575 Lot line, front.
23.06.577 Lot line, rear.
23.06.580 Lot line, side.
23.06.582 Lot depth.
23.06.584 Lot width.
23.06.586 Lowest floor.
23.06.587 Lumberyard.
23.06.590 Macrofacility.
23.06.595 Mailing services.
23.06.600 Manufactured home.
23.06.605 Manufactured home lot, park, and stand.
23.06.610 Manufacturing, general.
23.06.615 Manufacturing, heavy.
23.06.617 Manufacturing, light.
23.06.620 Manufacturing use.
23.06.625 Marinas.
23.06.630 Marine equipment rentals.
23.06.635 Marine gas sales.
23.06.640 Master plan.
23.06.645 Microbrewery.
23.06.650 Microfacility.
23.06.655 Mini-warehouse.
23.06.660 Mobile home.
23.06.665 Monopole.
23.06.670 Motel.
23.06.675 Nursing home or rest home.
23.06.680 Nursery, plant.
23.06.685 Office – Corporate.
23.06.687 Office – Consulting services.
23.06.690 Office – General.
23.06.695 Office – Research and development.

23.06.700 Office supply store.
23.06.705 Outdoor advertising sign.
23.06.710 Outdoor advertising structure.
23.06.715 Outdoor storage.
23.06.720 Parking lot.
23.06.725 Parking space, automobile (off street).
23.06.728 Parking structure.
23.06.730 Pasture.
23.06.732 Patio.
23.06.735 Pawn shop.
23.06.740 Pen.
23.06.745 Personal loan business.
23.06.750 Personal services business.
23.06.755 Pet shop and pet supply store.
23.06.760 Photo processing, copying and printing services.
23.06.765 Pool, private.
23.06.770 Pool, public.
23.06.775 Pool, semi-public.
23.06.777 Porch.
23.06.780 Portable food vendor.
23.06.785 Poultry farm.
23.06.790 Public agency building.
23.06.792 Public agency facility.
23.06.795 Radio and television studio.
23.06.797 Reclassification.
23.06.800 Recreational club.
23.06.802 Recreational vehicle.
23.06.805 Recreational vehicle campground.
23.06.807 Recreational vehicle park.
23.06.809 Recreational vehicle space.
23.06.810 Restaurant.
23.06.817 Sales, retail.
23.06.820 Sales, wholesale.
23.06.825 Sanitary station or sanitary dumping station.
23.06.830 School.
23.06.832 School, alternative.
23.06.833 School, commercial.
23.06.834 School, trade.
23.06.835 Secondhand/consignment store.
23.06.840 Senior housing.
23.06.845 Sensitive land uses.
23.06.850 Small livestock farming.
23.06.855 Specialty retail store.
23.06.860 Specified anatomical areas.
23.06.862 Specified sexual activities.
23.06.865 Stable, private.

23.06.867 Stable, public.
 23.06.870 Stock-in-trade.
 23.06.875 Story.
 23.06.880 Street.
 23.06.885 Structure.
 23.06.888 Substantial damage.
 23.06.890 Substantial improvement.
 23.06.895 Theater.
 23.06.900 Towing, vehicle impound lots.
 23.06.905 Travel trailer.
 23.06.910 Truck terminal.
 23.06.915 Use – Permitted.
 23.06.920 Use – Accessory (secondary).
 23.06.925 Use – Nonconforming.
 23.06.930 Use – Special.
 23.06.935 Variance.
[23.06.937 Vehicle-based food service.](#)
 23.06.940 Vehicle leasing and rentals.
 23.06.945 Vehicle sales.
 23.06.950 Video rental store.
 23.06.955 Warehousing and wholesale trade.
 23.06.960 Warehousing, storage and distribution.
 23.06.965 Wholesale use.
 23.06.970 Wineries – Production.
 23.06.972 Wineries – Tasting room.
 23.06.975 Yard.
 23.06.980 Yard, front.
 23.06.983 Yard, rear.
 23.06.985 Yard, side.

23.06.937 Vehicle-based food service.

“Vehicle-based food service” means the vending of food and/or beverages from a large vehicle that is equipped to both cook and sell food, and that is capable of being moved from place to place as provided in RMC 23.42.325.

Section 2. Chapter 23.22 of the Richland Municipal Code, entitled Commercial use districts permitted land uses, as last amended by Ordinance No. 32-11, is hereby amended as follows:

23.22.030 Commercial use districts permitted land uses.

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.

B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter 23.46 RMC.

C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Agricultural Uses								
Raising Crops, Trees, Vineyards								P
Automotive, Marine and Heavy Equipment								
Automotive Repair – Major				P				
Automotive Repair – Minor		P	P	P	S			
Automotive Repair – Specialty Shop		S	P	P	S			
Automobile Service Station		P ¹	P ¹	P ¹	S ¹			
Auto Part Sales		P	P	P	S			
Boat Building				P				
Bottling Plants				P				p ²⁸
Car Wash – Automatic or Self-Service		P ²	P ²	P ²	S ²			
Equipment Rentals			P	P				
Farm Equipment and Supplies Sales				P				
Fuel Station/Mini Mart	S	P	P	P	P			
Heavy Equipment Sales and Repair				P				
Manufactured Home Sales Lot				P				
Marinas						P	P	
Marine Equipment Rentals				P		P	P	
Marine Gas Sales						A	A	

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Marine Repair				P		P	P	
Towing, Vehicle Impound Lots				S ³				
Truck Rentals			P	P				
Truck Stop – Diesel Fuel Sales			S	P				
Truck Terminal				P				
Vehicle Leasing/Renting			P ⁴	P	S ⁴			
Vehicle Sales			P ⁴	P	S ⁴			
Warehousing, Wholesale Use				P				
Business and Personal Services								
Animal Shelter				S ⁵				
Automatic Teller Machines	P	P	P	P	P	P		P
Commercial Kennel				P ⁵				
Contractors' Offices		P	P	P	P			
Funeral Establishments			P	P				
General Service Businesses	A	P	P	P	P	P		
Health/Fitness Facility	A	P	P	P	P	A	P	
Health/Fitness Center			P	P	P		P	
Health Spa		P	P	P	P	P		P
Hospital/Clinic – Large Animal				S ⁵				
Hospital/Clinic – Small Animal			S ⁵	P ⁵	P			
Laundry/Dry Cleaning, Com.				P	P ²⁹			
Laundry/Dry Cleaning, Neighborhood		P	P	P	P			
Laundry/Dry Cleaning, Retail	P	P	P	P	P	P		
Laundry – Self-Service		P	P	P	P			
Mini-Warehouse				P ⁶				
Mailing Service	P	P	P	P	P	P		
Personal Loan Business	P	P	P	P	P			
Personal Services Businesses	A	P	P	P	P	P		
Photo Processing, Copying and Printing Services	P	P	P	P	P	P		

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Telemarketing Services	P		P	P	P			
Video Rental Store		P	P	P	P	P		P
Food Service								
Cafeterias	A		A	A	A	A	A	
Delicatessen	P	P	P	P	P	P	P	P
Drinking Establishments		P ⁷	P	P	P	P	P	P
Micro-Brewery			P	P	P	P	P	P
Portable Food Vendors ²⁶	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁸
Restaurants/Drive-Through		S ⁸	P ⁸	P ⁸	S ^{8, 9}	S ^{8, 9}		
Restaurants/Lounge		P ⁷	P	P	P	P	P	P
Restaurants/Sit Down	A	P	P	P	P	P	P	P
Restaurants/Take Out		P	P	P	P	P		P
Restaurants with Entertainment/Dancing Facilities		P ⁷	P	P	P	P	P	P
Vehicle-Based Food Service		P³⁰	P³⁰	P³⁰	P³⁰	P³⁰		
Wineries – Tasting Room		P ⁷	P	P	P	P	P	P
Industrial/Manufacturing Uses								
Laundry and Cleaning Plants				P				P ²⁸
Light Manufacturing Uses				P				P ²⁸
Warehousing and Distribution Facilities				P				P ²⁸
Wholesale Facilities and Operations				P				P ²⁸
Wineries – Production				P				P
Office Uses								
Financial Institutions	P	P/S ²²	P	P	P/S ²²	P		
Medical, Dental and Other Clinics	P	P	P	P	P	P		
Newspaper Offices and Printing Works			P	P	P			
Office – Consulting Services	P	P	P	P	P	P		P ²⁸
Office – Corporate	P		P	P	P	P		P ²⁸

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Office – General	P	P	P	P	P	P		P ²⁸
Office – Research and Development	P		P	P	P			P ²⁸
Radio and Television Studios			P	P	P			
Schools, Commercial	P		P	P	P	P		
Schools, Trade			P	P	P			P ²⁸
Travel Agencies	P	P	P	P	P	P		
Public/Quasi-Public Uses								
Churches	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P	P ¹⁰		
Clubs or Fraternal Societies	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰		
Cultural Institutions	P ¹⁰	P ¹⁰	P ¹⁰		P ¹⁰	P ¹⁰		P ¹⁰
General Park O&M Activities	P	P	P	P	P	P	P	P
Hospitals	P		P	P	P			
Homeless Shelter				P				
Passive Open Space Use	P	P	P	P	P	P	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹
Public Agency Buildings	P	P	P	P	P	P	P	
Public Agency Facilities	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹
Public Campgrounds				S			S	
Public Parks	P	P	P	P	P		P	P
Schools	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²		
Schools, Alternative	P ¹³	P ¹³	P ¹³	P ¹³	P ¹³			
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P	P	P	P	P	P	P
Trail Head Facilities	P	P	P	P	P	P	P	P
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P	P	P	P	P	P	P
Recreational Uses								
Art Galleries			P	P	P	P	P	P

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Arcades		P	P	P	P	P	P	
Boat Mooring Facilities						P	P	
Cinema, Indoor			P	P	P	P	P	
Cinema, Drive-In			P	P				
Commercial Recreation, Indoor		S ⁷	P	P	P	P	P	
Commercial Recreation, Outdoor			P	P		P	P	
House Banked Card Rooms				P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	
Recreational Vehicle Campgrounds				S ¹⁵			S ¹⁵	
Recreational Vehicle Parks				S ¹⁶			S ¹⁶	
Stable, Public				S ¹⁷				
Theater		P ⁷	P	P	P	P	P	P
Residential Uses								
Accessory Dwelling Unit		A	A	A	A	A		A
Apartment, Condominium (3 or more units)	P		P ¹⁸		P	P		
Assisted Living Facility	P		P		P ¹⁸	P		
Bed and Breakfast	P	P	P	P	P	P	P	P
Day Care Center	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹		
Dormitories, Fraternities, and Sororities	P				P	P		
Dwelling, One-Family Attached						P ²⁵		
Dwelling, Two-Family Detached						P		
Dwelling Units for a Resident Watchman or Custodian				A				P ²⁸
Family Day Care Home	P ¹⁹					P ¹⁹		
Houseboats						P	P	
Hotels or Motels	P		P	P	P	P	P	P
Nursing or Rest Home	P		P		P ¹⁸	P		
Recreational Club	A				A	A		

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Senior Housing	P				P ¹⁸	P		
Temporary Residence	P ²⁰	P ²⁰	P ²⁰	P ²⁰	P ²⁰	P ²⁰		P
Retail Uses								
Adult Use Establishments				P ²¹				
Apparel and Accessory Stores		P	P	P	P	P		P
Auto Parts Supply Store		P	P	P	P			
Books, Stationery and Art Supply Stores	A	P	P	P	P	P		P
Building, Hardware, Garden Supply Stores		P	P	P	P			
Department Store			P	P	P			
Drug Store/Pharmacy	A	P/S ²²	P	P	P	P		
Electronic Equipment Stores		P	P	P	P	P		
Food Stores		P	P	P	P	P		
Florist		P	P	P	P	P		P
Furniture, Home Furnishings and Appliance Stores		P	P	P	P			
Landscaping Material Sales			A	P				
Lumberyards				P				
Nursery, Plant				P				P
Office Supply Store	A	P	P	P	P	P		
Outdoor Sales				P				
Parking Lot or Structure	P	P	P	P	A	P		P
Pawn Shop				P				
Pet Shop and Pet Supply Stores		P	P	P	P			
Retail Hay, Grain and Feed Stores				P				
Secondhand Store			P	P	P	P		
Specialty Retail Stores		P	P	P	P	P		P
Miscellaneous Uses								
Bus Station				P	P			
Bus Terminal				P	P			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Bus Transfer Station	P		P	P	P		P	
Cemetery	P		P	P				
Community Festivals and Street Fairs	P	P	P	P	P	P	P	P
Convention Center	P		P	P	P	P	P	
Micro- and Macro-Antennas	P	P	P	P	P	P	P	P
Monopole			S ²³	P/S ²³	S ²³			
On-Site Hazardous Waste Treatment and Storage	A	A	A	A	A	A	A	A
Outdoor Storage		A ²⁴	A ²⁴	P ²⁴				
Storage in an Enclosed Building	A	A	A	A	A	A	A	A ²⁸

1. RMC 23.42.280
2. RMC 23.42.270
3. RMC 23.42.320
4. RMC 23.42.330
5. RMC 23.42.040
6. RMC 23.42.170
7. RMC 23.42.053
8. RMC 23.42.047
9. RMC 23.42.055
10. RMC 23.42.050
11. RMC 23.42.200
12. RMC 23.42.250
13. RMC 23.42.260
14. RMC 23.42.100
15. RMC 23.42.230
16. RMC 23.42.220
17. RMC 23.42.190
18. Use permitted on upper stories of multi-story buildings, if main floor is used for commercial or office uses.
19. RMC 23.42.080

20. RMC 23.42.110
21. RMC 23.42.030
22. Use permitted, requires special use permit with drive-through window.
23. Chapter 23.62 RMC
24. RMC 23.42.180
25. RMC 23.18.025
26. See definition, RMC 23.06.780
27. RMC 23.42.185
28. Activities permitted only when directly related to and/or conducted in support of winery operations.
29. Within the central business district (CBD), existing commercial laundry/dry cleaning uses, established and operating at the time the CBD district was established, are allowed as a permitted use. All use of the land and/or buildings necessary and incidental to that of the commercial laundry/dry cleaning use, and existing at the effective date of the CBD district, may be continued. Commercial laundry/dry cleaning uses not established and operating at the time the CBD district was established are prohibited.
30. [RMC 23.42.325](#)

Section 3. Chapter 23.28.020 of the Richland Municipal Code, entitled Business performance standards and special requirements, as last amended by Ordinance No. 55-15, is hereby amended as follows:

23.28.020 Business performance standards and special requirements.

A. B-RP Business Research. It is the intent of this section that:

1. Uses shall be conducted entirely within enclosed buildings;
2. On- and off-site hazardous waste treatment and storage facilities shall be located a minimum of 300 feet from surface water, residential zones and public gathering places;
3. Public pedestrian access around and through a site is encouraged and should include clearly marked travel pathways from the public street, through parking areas, to primary building entries;
4. Development of a trail system through landscaped areas is encouraged and should, where possible, connect to trail systems on adjacent sites; and
5. No more than 15 percent of the total number of acres in the B-RP zone or within a specific business park shall be developed with commercial uses. The applicant proposing a commercial use shall identify the properties that he/she is relying on to comply with this requirement. In the event that the applicant is relying upon property(ies) that are not under the ownership of the applicant, then the applicant shall

submit a written statement to the city signed by the affected property owners consenting to the application for a commercial use.

B. B-RP Residential, Day Care and Preschool Standards.

1. Residential development is permitted in the B-RP zone at an average density of eight dwellings per acre within a business park. Average density shall be determined by a calculation of the total land area (in acres) within a business park that are both developed and proposed for development with residential uses divided by the total number of dwelling units that are both developed and proposed for development. Any residential development approved through a special use permit must maintain a minimum density of six dwelling units per acre. Construction of residential units shall proceed as identified or conditioned in a special use permit approved by the Richland ~~planning commission~~ [hearing examiner](#);

2. Detached single-family dwellings are prohibited unless:

a. Detached single-family dwellings are part of a residential development as approved through the special use permit process, in which no more than 25 percent of the total number of dwelling units approved through the special use permit are detached single-family dwellings; and

b. Detached single-family dwellings are a part of a common maintenance program, such as a homeowners' association, with attached conditions, covenants and restrictions to be approved by the city at the time of development and recorded by deed to run in perpetuity to the individual properties;

3. Dwelling units may be incorporated into a building occupied by a nonresidential use;

4. No more than 20 percent of the total number of acres in the B-RP zone or within a specific business park or master planned area shall be developed exclusively for residential uses. The applicant for a residential use project shall identify the properties that he/she is relying upon to comply with this requirement. In the event that the applicant is relying upon property(ies) that are not under the ownership of the applicant, then the applicant shall submit a written statement from the affected property owners consenting to the application for an exclusive residential use;

5. No site developed exclusively for residential uses shall exceed 10 acres in area;

6. No parcel or parcels of property developed exclusively for residential uses shall be contiguous to any other parcel or parcels of property developed exclusively for residential uses, if the combined total of all contiguous parcels developed exclusively for residential uses exceeds 20 acres in area;

7. Mixed use buildings that contain permitted uses (as identified in RMC 23.28.030) on the main floor of the building and residential uses on the upper floors of the building are permitted without regard to subsections (B)(4) through (6) of this section. All other provisions regulating the placement of residential uses in the B-RP zone shall apply;

8. Day care and preschool uses are permitted without regard to subsections (B)(4) through (6) of this section. All other provisions regulating the placement of day care and preschool uses in the B-RP zone shall apply;

9. Residential projects in the B-RP zone shall include provisions to connect with permitted uses in the zone which have the effect of minimizing the need for automotive commutes. Such connections may include shared open space, pedestrian trails, computer and/or communication links between buildings, or other similar features. Residential projects should also be designed to be compatible with the architectural character of existing, adjacent business parks;

10. Parking for residential structures shall be required in addition to any requirement for other permitted uses on the site; and

11. The applicant shall ensure that an emergency response plan is prepared by Benton County emergency services and that such emergency response plan is implemented prior to or simultaneously with the issuance of a certificate of occupancy for a project.

a. Prior to the submittal of a special use permit, the applicant shall consult with Benton County emergency services to determine the following:

i. The specific hazards to residential, day care and/or preschool populations that exist in the vicinity of the project site resulting from existing industrial land uses in the general area. Such hazards shall be determined and assessed through the review of risk management hazard plans that are on file with Benton County emergency services;

ii. The parameters of the emergency services plan that are necessary to support the proposal. Such plan will at a minimum address the following:

(A) Provisions for emergency notification;

(B) Identification of evacuation routes;

(C) Identification of special populations that may reside or be located within the proposed project (small children, seniors, individuals with mobility restrictions, etc.) for identification of specific provisions to address the safety of these special populations;

iii. Identification of any plans for sheltering residential populations during an emergency event and any specific building or site design features to be incorporated into the project to mitigate potential hazards created by nearby industrial facilities; and

iv. Identification of plans to inform the future residents of the residential project of the specific emergency notification procedures and actions that would be taken during an emergency event.

b. Following completion of the consultation process, the applicant shall obtain a written statement from Benton County emergency services that either:

i. Indicates that the proposed project site is located outside of any known hazard area which represents a threat to residential, day care or preschool populations as identified in the risk management plans on file with Benton County emergency services and that the requirement for a specific emergency response plan is waived; or

ii. Identifies the known hazards to residential, day care or preschool populations that are known to exist in or near the project site. Such report shall identify the specific mitigation measures that will be included in the emergency response plan. The applicant shall sign a statement acknowledging and agreeing to the mitigation measures included in the emergency response plan.

iii. The applicant is required to provide any information requested by Benton County emergency services for the preparation of an emergency response plan.

C. B-C Business Commerce. It is the intent of this section that:

1. Uses shall be conducted primarily within enclosed buildings.

2. On-site hazardous waste treatment and storage facilities shall be located a minimum of 300 feet from surface water, residential zones and public gathering places.

3. Development of a trail system through landscaped areas is encouraged and should, where possible, connect to adjoining trail systems and public sidewalks.

4. Uses shall not inflict upon the surrounding properties smoke, dirt, glare, vibrations, or noise beyond the maximum permissible levels hereby established:

a. Vibration. Every use shall be so operated that the ground vibration inherently and recurrently generated from equipment other than vehicles is not perceptible without instruments at any point on or beyond any lot line of the property on which the use is located.

b. Toxic and Noxious Gases. No emission which would be demonstrably injurious to human health, animals or plant life common to the region, on the ground at or beyond any lot line on which the use is located will be permitted. Where such emission could be produced as a result of accident or equipment malfunction, adequate safeguards standard for safe operation in the industry involved shall be taken. This shall not be construed to prohibit spraying of pesticides on public or private property in accordance with state regulations as set forth in WAC Title 173, as codified or as hereinafter amended.

c. Heat, Glare and Humidity (Steam). In the B-C district any activity producing humidity in the form of steam or moist air, or producing heat or glare shall be

carried on in such a manner that the heat, glare or humidity is not perceptible at any lot line on which the use is located. Building materials with high light reflective qualities shall not be used in the construction of buildings in such a manner that reflected sunlight will throw intense glare on areas surrounding the B-C district. Artificial lighting shall be hooded or shaded so that direct light of high intensity lamps will not result in glare when viewed from areas surrounding the B-C district.

d. Fire and Explosive Hazards. The storage, manufacture, use, or processing of flammable liquids or materials which produce flammable or explosive vapors or gases shall be permitted in accordance with the regulations of the fire prevention code and the building code of the city of Richland as set forth in the International Building Code and International Fire Code as adopted by the city of Richland or as hereinafter amended.

5. Wherever the B-C zone is applied to any property or properties, there shall be site design standards put in place that shall regulate the appearance of buildings within the B-C district. This requirement for site design standards shall be met in one of the following ways:

a. The property or properties that are part of the B-C zone shall also be subject to the standards set forth in subsection (D) of this section; or

b. The property or properties that are part of the B-C zone shall be subject to private conditions, covenants, and restrictions as proposed by applicants for a zone change proposal. Said conditions, covenants and restrictions shall include site design standards that are deemed appropriate for the intended character, appearance and physical characteristics of the property or properties that are a part of the B-C zone and the immediate vicinity. Such conditions, covenants, and restrictions shall be recorded at the time the zone change ordinance is approved and shall be binding on all new development that occurs on the property or properties that are a part of the B-C zone. Such conditions, covenants, and restrictions shall not be amended without the approval of the city of Richland.

D. B-C Site Design Standards. The following standards apply to the design of buildings within the B-C zone:

1. Building Design.

a. Wall planes shall not run in one continuous direction for more than 60 feet without an offset or setback in the building face, unless the building face contains windows, alcoves, canopies, cornices, cupolas, or similar architectural features.

b. At least 25 percent of the wall area fronting on a street should be occupied with windows, alcoves, canopies, cornices, cupolas, or similar architectural features.

c. Large buildings should have height variations to give the appearance of distinct elements.

d. Rooftop or outdoor mechanical equipment shall be fully screened from public view in a manner which is architecturally integrated with the structure. Screening shall be constructed to a finished standard using materials and finishes consistent with the rest of the building.

e. Roof-mounted equipment should be painted a compatible color with the roof screen.

f. Exterior building colors should be subdued. Primary colors or other bright colors should generally be used only as accents to enliven the architecture.

g. Reflective glass is not permitted for glazing.

h. Buildings whose exterior surfaces are more than 50 percent comprised of metal, excluding roof surfaces, are not permitted.

2. Loading and Service Areas.

a. Truck docks and loading areas shall not be permitted on the side of the building that faces or abuts a public street.

b. Refuse areas and service areas shall be screened from view of the public street.

3. Site Lighting.

a. Lighting should be used to provide reasonable illumination for the security and safety of on-site areas such as parking, loading, shipping, and pathways.

b. Lighting shall be designed to minimize glare or objectionable effects to adjacent properties.

c. Site lighting poles shall not exceed 20 feet in height and shall direct the light downward.

d. Lighting sources shall be shielded from adjacent properties.

4. On-Site Utilities.

a. All site utilities shall be placed underground.

b. Pad mounted equipment shall be appropriately located and screened in a manner consistent with required access and safety requirements.

5. Alternative Design. In the event that a proposed building and/or site does not meet the literal standards identified in this section, a property owner may apply to the Richland planning commission for a deviation from these site design standards. The Richland planning commission shall consider said deviation and may approve any deviation based on its review and a determination that the application meets the following findings:

- a. That the proposal would result in a development that offers equivalent or superior site design than conformance with the literal standards contained in this section;
- b. The proposal addresses all applicable design standards of this section in a manner which fulfills their basic purpose and intent; and
- c. The proposal is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity.

Section 4. Chapter 23.28.030 of the Richland Municipal Code, entitled Business use districts permitted land uses, as last amended by Ordinance No. 43-17, is hereby amended as follows:

23.28.030 Business use districts permitted land uses.

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.

B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter 23.46 RMC.

C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

Land Use	B-RP	B-C
Automotive, Marine and Heavy Equipment Uses		
Automotive Repair – Major		P
Automotive Repair – Minor		P
Automotive Repair – Specialty Shop		P
Automobile Service Station	P	P ¹⁴
Bottling Plants	P	P
Car Wash – Automatic or Self-Service		P ¹

Land Use	B-RP	B-C
Fuel Station/Mini Mart	P	P ¹⁴
Business and Personal Services		
Automatic Teller Machines	P	P
General Service Businesses	P	P
Health/Fitness Facility	P	P
Health/Fitness Center	P	P
Laundry/Dry Cleaning, Retail	P	P
Mini-Warehouse		P ²
Mailing Service	P	P
Personal Loan Business	P	P
Personal Services Businesses	P	P
Photo Processing, Copying and Printing Services	P	P
Telemarketing Services	S	P
Video Rental Store	P	P
Food Service		
Cafeterias	A	A
Delicatessen	A	A
Drinking Establishments	P	P
Portable Food Vendors	P ³	P ³
Restaurants/Drive-Through	A ⁴	A ⁴
Restaurants/Lounge	P	P
Restaurants/Sit Down	P	P
Restaurants/Take Out	P	P
Restaurants with Entertainment/Dancing Facilities	P	P
Vehicle-Based Food Service	P¹⁵	P¹⁵
Industrial/Manufacturing Uses		
Light Manufacturing Uses	P	P
Research, Development and Testing Facilities	P	P
Warehousing, Storage and Distribution		A
Wholesale Facilities and Operations		P
Office Uses		
Financial Institutions	P	P

Land Use	B-RP	B-C
Medical, Dental and Other Clinics	P	P
Newspaper Offices and Printing Works		P
Office – Consulting Services	P	P
Office – Corporate	P	P
Office – General	P	P
Office – Research and Development	P	P
Radio and Television Studios		P
Schools, Commercial	P	P
Schools, Trade	P	P
Travel Agencies	P	P
Public/Quasi-Public Uses		
Alternative Schools		P ⁵
Churches		P ⁶
Clubs or Fraternal Societies		P ⁶
Cultural Institutions		P ⁶
General Park Operations and Maintenance Activities	P	P
Passive Open Space Use	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ⁷	P ⁷
Public Agency Buildings	P ⁷	P ⁷
Public Agency Facilities	P ⁷	P ⁷
Public Parks	P	P
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P
Trail Head Facilities	P	P
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P
Residential Uses		
Accessory Dwelling Unit	A	A
Apartment, Condominium (3 or More Units)	S ⁸	
Day Care Center	S ^{8,9}	A ⁹
Designated Manufactured Home	S ^{8,10, 11}	
Dormitories, Fraternities, and Sororities	S ⁸	

Land Use	B-RP	B-C
Dwelling, One-Family Attached	S ^{8,10,11}	
Dwelling, One-Family Detached	S ^{8,10,11}	
Dwelling, Duplex	S ⁶	
Dwelling Units for a Resident Watchman or Custodian	A	A
Hotels or Motels	S ⁸	P
Nursing or Rest Home		P
Temporary Residence	P ^{8,10}	P ¹⁰
Retail Uses		
Parking Lot or Structure	P	P
Department Stores		P
Specialty Retail Stores	P	P
Miscellaneous Uses		
Bus Terminal	P	P
Bus Transfer Station	P	P
Community Festivals and Street Fairs	P	P
Convention Center	P	P
Farming of Land	P	P
Micro- and Macro-Antennas	P	P
Monopole	P ¹²	S ¹²
Outdoor Storage	P ¹³	P ¹³
Storage in an Enclosed Building	P	P

1. RMC 23.42.270
2. RMC 23.42.170
3. RMC 23.42.185
4. RMC 23.42.047
5. RMC 23.42.260
6. RMC 23.42.050
7. RMC 23.42.200
8. RMC 23.28.020(B)
9. RMC 23.42.080
10. RMC 23.42.110

11. RMC 23.18.025
12. Chapter 23.62 RMC
13. RMC 23.42.180
14. Permitted when located adjacent to a principal or minor arterial street as identified in Chapter 12.02 RMC, Street Functional Classification Plan.
15. [RMC 23.42.325](#)

Section 5. Richland Municipal Code Chapter 23.42, entitled General Provisions and Special Conditions, is hereby amended as follows to add a new Section:

**Chapter 23.42
GENERAL PROVISIONS AND SPECIAL CONDITIONS**

Sections:

- | | |
|------------------|---|
| 23.42.010 | Special use regulations – Purpose. |
| 23.42.020 | Accessory apartments. |
| 23.42.030 | Adult use establishment – Locational requirements. |
| 23.42.035 | Automobile oriented uses. |
| 23.42.040 | Animal shelters, commercial kennels and animal hospitals. |
| 23.42.045 | Bed and breakfast. |
| 23.42.047 | Businesses with drive-through window service. |
| 23.42.050 | Churches, clubs, semi-public or public buildings. |
| 23.42.051 | Concessionaire operating standards. |
| 23.42.053 | Drinking establishments, lounges and restaurants. |
| 23.42.055 | Drive-through uses in waterfront district. |
| 23.42.060 | Essential public facilities. |
| 23.42.070 | Excavation, processing and removal of topsoil, sand, gravel, rock or similar natural deposits. |
| 23.42.080 | Family day care homes and day care centers. |
| 23.42.090 | Home occupations. |
| 23.42.100 | House-banked card rooms – Locational criteria. |
| 23.42.105 | Landscaping material sales and plant nurseries. |
| 23.42.110 | Manufactured homes. |
| 23.42.130 | Manufactured home parks – Application procedure. |
| 23.42.140 | Manufactured home parks – Standards and requirements. |
| 23.42.170 | Mini-warehouses. |
| 23.42.175 | Outdoor commercial recreation. |
| 23.42.180 | Outdoor storage. |
| 23.42.183 | Parking lots. |
| 23.42.185 | Portable food vendors. |
| 23.42.190 | Public stables and riding academies. |
| 23.42.200 | Public utilities. |
| 23.42.210 | Recreational clubs. |
| 23.42.220 | Recreational vehicle park. |
| 23.42.230 | Recreational vehicle campground. |

- 23.42.240 Recreational vehicle park and recreational vehicle campground – Application fee and site plan.
- 23.42.250 Schools.
- 23.42.260 Schools, alternative.
- 23.42.270 Self-service and automatic car washes.
- 23.42.280 Service stations.
- 23.42.290 Storage or sale of junk, wrecked or unlicensed autos, or salvage material.
- 23.42.300 Swimming pools.
- 23.42.310 Private swimming instructions.
- 23.42.320 Towing, vehicle impound lots.
- 23.42.325 Vehicle-based food service.
- 23.42.330 Vehicle leasing, renting and sales.

23.42.325 Vehicle-based food service – Requirements.

A. Licensing. Vehicle-based food service vendors must obtain a City Business License per RMC 5.04.

B. Condition of vehicle. Any vehicle utilized for vehicle-based food service shall be in full operational condition. The vehicle shall be licensed to operate or ride on the roadways of this State, and must be capable of leaving a site at any time under its own power or that of an available towing vehicle.

C. Location and use. Vehicle-based food service vendors shall operate as an accessory, off-street use to a permanent land use or as a use on vacant property. Prior to operation, vehicle-based food service vendors must obtain written consent from the property owner and all business(es) located on-site.

D. Right-of-way. Vehicle-based food service vendors shall not operate within any public right-of-way except as provided in RMC 23.42.051.

E. Restroom facilities. Vehicle-based food service vendors must ensure on-site or adjacent restroom facility access for employees. Such facilities shall supply running hot and cold water. Vehicle-based food service vendors are not authorized to locate at any site where such facilities are unavailable.

F. Equipment and outdoor seating. Outdoor seating and equipment is permitted; provided that the placement of any outdoor seating or equipment shall not be placed in a manner so as to reduce the amount of available off-street parking below the minimum off-street parking required for the site in accordance with RMC 23.54.

G. City-owned and operated facilities. Vehicle-based food service vendors may, with City's permission, operate as a concessionaire on publically owned and operated facilities per RMC 23.42.051.

H. Cleanliness and waste disposal. Vehicle-based food service vendors shall maintain the area in and around the vehicle, keep the area free from litter and waste, and shall supply a suitable container for waste collection. Vehicle-based food service vendors are responsible for the proper collection and disposal of on-site litter and waste.

I. Traffic. Vehicle-based food service vendors must ensure free passage of pedestrians and vehicles, and shall not create congestion on public streets or pathways. Vehicles shall not be located within 25 feet of a driveway or intersection.

J. When permitted in a C-1 neighborhood retail district, vehicle-based food service vendors shall not operate between 9:00 p.m. and 7:00 a.m.

Section 6. 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, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 11, 2018

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2017-106

PREPARED BY: RICK SIMON
MEETING DATE: OCTOBER 25, 2017

GENERAL INFORMATION:

APPLICANT: CITY OF RICHLAND

REQUEST: TEXT AMENDMENTS TO ZONING CODE – ALLOWING VEHICLE
BASED FOOD SERVICE IN COMMERCIAL AND BUSINESS
ZONES

LOCATION: CITYWIDE

REASON FOR REQUEST:

Staff has brought forward a code amendment that would allow vehicle based food service in a variety of commercial and business zoning districts.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the proposed zoning text amendments to allow vehicle based food services and submits that:

1. Under the City's existing zoning regulations, vehicle based food services are allowed only in the C-3 zoning district as an activity classified as "outdoor sales"; and in the Parks and Public Facilities district, as concessionaires licensed by the Parks and Facilities Department;
2. Vehicle based food services has become an economic development tool in many communities and has become a common use throughout the Tri-Cities;
3. Adding vehicle based food services to commercial areas and particularly to the Central Business District has the potential to add activity and vitality to a given location;
4. Providing for vehicle based food services within commercial areas would be in keeping with the City comprehensive plan goals that promote land uses that provide for a livable and vibrant community;
5. The proposed amendment would be consistent with the goal in the City's comprehensive plan that encourages economic development;

6. The proposed amendment would be consistent with the City's comprehensive plan goal of developing an attractive and vibrant Central Business District that displays the unique character of Richland.
7. The City's Economic Development Advisory Committee has initiated this code amendment, recognizing that the vehicle based food service provides an opportunity for startup enterprises in a highly competitive market at a low cost of entry;
8. The proposed standards governing the operation of vehicle based food services are adequate to ensure that the uses will operate in a fashion that is not detrimental to adjoining businesses and other land uses;
9. Based upon the above findings and conclusions, the adoption of the proposed amendments for vehicle based food service into the Richland Municipal Code is in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (Z2017-106) and recommend to the City Council adoption of the proposed zoning code amendment providing for vehicle based food service uses in a number of commercial and business zoning districts.

ATTACHMENTS

- A. Supplemental Information
- B. Draft Code

SUPPLEMENTAL INFORMATION

EXISTING CODE

The current City code restricts food trucks to the C-3 General Business zone, where the use is allowed under the definition of outdoor sales and in public parks, where the use is allowed as a concessionaire, when permitted and licensed by the Parks and Recreation Department.

PROPOSED CODE AMENDMENTS

The proposal would amend four sections of the zoning code, including:

- A definition of vehicle based food service;
- A listing of vehicle based food service as a permitted use in the following commercial zones: C-1 Neighborhood Retail, C-2 Retail Business, C-3 General Business, CBD – Central Business District, and WF – Waterfront zones;
- A listing of vehicle based food service as a permitted use in the following business zones: B-C Business Commerce and B-RP Business Research Park zones;
- A new RMC Section 23.42.325 setting forth standards for the operation of vehicle based food service.

COMPREHENSIVE PLAN

The newly adopted Comprehensive Plan includes the following goal and policy statements that are applicable to this proposed code change:

Land Use Goal 2: Establish land uses that are sustainable and create a livable and vibrant community.

Policy 1: Maintain a variety of land use designations to accommodate appropriate residential, commercial industrial, healthcare, educational, recreational, and open space uses that will take advantage of the existing infrastructure network.

Land Use Goal 4: Promote commercial and industrial growth that supports the City's economic development goals.

Policy 1: Accommodate a variety of commercial land uses including retail and wholesale sales and services, and research and professional services.

Land Use Goal 6: Develop an attractive and vibrant Central Business District that displays the unique character of Richland.

- Policy 1:** Revitalize declining commercial areas by promoting clean, safe and pedestrian and bicycle-friendly environments.
- Policy 3:** Encourage infill development and redevelopment in the Central Business District.

BACKGROUND

City Staff have observed an increase in the number of requests to permit vehicle based food vendors in and around the Central Business District. When staff receive these requests, they are only able to refer them to locate in C-3 General Business or to apply for a concessionaire permit. Concurrently, there are non-conforming food trucks located around the City, that by their transient nature, available staff time, and increasing patronage would be difficult to limit or enforce. If the City were to receive complaints, existing business would be subject to enforcement action.

Amending this regulation would enable existing businesses to become compliant, providing for the City to clearly articulate what is an existing 'grey area' in enforcement. Existing compliant businesses in the C-3 zoning district would not be affected by this amendment, and their existing enterprise would be considered a legal non-conformity; only required to be brought in to legal conformity if they voluntarily alter their existing business. Further, the allowance for concessionaires at City Parks and Public Facilities would be unaltered; this existing procedure for concessionaires is related to the production of events, and the associated requirements for the City to assure concessionaires have adequate liability insurance and legal authority to operate on City property.

The City's Business and Economic Development Staff brought this amendment forward to the City's Economic Development Committee to address the Committee's identified weaknesses and threats to the existing regulatory environment. Vehicle based food vendors were observed by the Committee as an opportunity area, and an industry that allows startup enterprises to get started in a highly competitive market at a low cost of entry. Further, staff desired to put forth a set of standards that address this growing business sector; reducing permitting and enforcement complexity while retaining standards to protect and enhance adjacent commercial activities.

SUMMARY

The proposed amendment to the City's zoning regulations would allow for food trucks to locate in a variety of commercial zones with appropriate operating standards in place to ensure that the use would be beneficial to the City.



MEMORANDUM

TO: City Council

FROM: Kerwin Jensen, Community & Development Services Director

THROUGH: Cindy Reents, City Manager

DATE: December 11th, 2017

SUBJECT: Clarification of Zoning and Special Conditions on Vehicle Based Food Vendors

ATTACHMENTS:

- (1) City map showing where food trucks are permitted
- (2) City map showing where food trucks are proposed to be permitted

Issue

Several questions regarding the proposed ordinance amendments on Vehicle Based Food Vendors were voiced during the second reading of the proposed ordinance on December 5th, 2017. Staff wishes to address the questions ahead of the next Council Meeting to assuage any concerns about the intensity of regulation.

Background

The City of Richland Business and Economic Development Division initiated a code amendment to address concerns voiced by the City's Economic Development Committee regarding allowance and clarity for the operation of Vehicle Based Food Vendors (Food Trucks). In preparation for this code amendment, staff reviewed Kennewick and Pasco's municipal code, and discussed recent code amendments with City of Kennewick staff. Staff solicited input from four food truck operators (with experiences in each city) and Marilou Shae; Marilou teaches Columbia Basin College's Food Truck Academy and is a member of the Washington Food Truck Association. In writing these amendments staff sought to reduce complexity while continuing to maintain safe and fair standards that would protect the public interest.

An oft-repeated question was whether these provisions are similar to the rest of the region, which staff can readily confirm that each provision is addressed similarly in the other cities that regulate this use. Richland's proposal is the least restrictive of the cities

in our region, which was confirmed by the operators and representatives we spoke with. While each provision exists in other ordinances, staff utilized only the most prudent and necessary provisions that provided sufficient consumer and business owner safety.

Conclusion

A summary of City Council's inquiries is provided in green text, and have been addressed by staff in blue text.

Draft Zones to Permit Vehicle Based Food Services

B-C Business Commerce
 B-RP Business Research Park
 C-1 Neighborhood Retail Business
 C-2 Retail Business
 C-3 General Business
 CBD Central Business District
 WF Waterfront

The commercial zones not included in the ordinance are C-LB (Commercial Limited Business), CW (Commercial Winery), and CR (Commercial Recreation). C-LB zoning includes mostly apartment complexes and minor commercial developments not conducive or intended to have retail/restaurant on-site. CW zoning includes parcels along Tulip Lane for the City's wine production facilities, which all have restaurants on-site and little room for food trucks without reducing required on-site parking for the principal use. CR zoning is entirely on land administered by the Parks and Public Facilities department, which has an allowance for Food Trucks already via RMC 23.42.051.

Draft Language for General Provisions and Special Conditions

(A) Licensing. Vehicle-based food service vendors must obtain a City Business License per RMC 5.04.

City Council Question

Are licenses currently required?

Staff Response

Yes, licenses are currently required for any business operating in Richland City Limits, and this provision serves to clarify that this new use category is subject to RMC 5.04. Business licensing is the only method the City will be using to confirm the siting of new food trucks and informing operators of their responsibilities

(B) Condition of vehicle. Any vehicle utilized for vehicle-based food service shall be in full operational condition. The vehicle shall be licensed to operate or ride on the

roadways of this State, and must be capable of leaving a site at any time under its own power or that of an available towing vehicle.

City Council Question

Is this in keeping with surrounding communities?

Staff Response

Yes, neighboring cities with vehicle-based food service vendors require that the operation be capable of moving under its own power. Neighboring cities have had issues in the past where a vehicle was decommissioned (removal of tires, engine, etc.) and utilized as a permanent facility.

City Council Question

Is this currently required? If not, what is it and how is it regulated?

Staff Response

The State Department of Labor and Industries (L&I) provides inspections for food trucks to ensure that they are safe premises for employees to work and serve food from. If the food truck is not licensed by the state as a vehicle it would be regarded as a commercial coach or modular building, which is already regulated by the City. This clarifies that if the operation does not meet this condition it is not a vehicle-based food service vendor.

(C) Location and use. Vehicle-based food service vendors shall operate as an accessory, off-street use to a permanent land use or as a use on vacant property. Prior to operation, vehicle-based food service vendors must obtain written consent from the property owner and all business(es) located on-site.

City Council Question

This regulation is vague, as it requires the permission of both the property owners and all businesses on-site.

Staff Response

This provision would only be applicable to the businesses located on the same parcel as the food truck wants to operate on, and is designed to protect the interests of existing business tenants. While the City has not previously permitted food trucks in most shopping center parking lots, this would permit a new use that is more easily established than a brick-and-mortar. It is therefore reasonable to presume that if this ordinance was not enabled, that the pre-existing businesses have a reasonable assumption that a similar restaurant/food-service provider would not be able to locate on the same property without similar investment to their own.

Staff felt that similar ordinances in other communities based on distance to similar restaurants, cafes, and food-service establishments would be cumbersome to interpret

by food truck operators and difficult to enforce. Staff also notes that of Richland's existing strip mall centers, there are reasonably only three or four developments where this situation may be encountered. Staff observed that this would be the least restrictive alternative, and impacting the fewest number of properties.

(D) Right-of-way. Vehicle-based food service vendors shall not operate within any public right-of-way except as provided in RMC 23.42.051.

(E) Restroom facilities. Vehicle-based food service vendors must ensure on-site or adjacent restroom facility access for employees. Such facilities shall supply running hot and cold water. Vehicle-based food service vendors are not authorized to locate at any site where such facilities are unavailable.

Staff Response

City Council had several questions related to this provision, which staff feels may be clarified herein. This provision is redundant to Benton-Franklin Health Department codes, and requires that a handwashing sink be provided in (or) near the food truck. This does not require anyone to provide a public restroom. The provision merely ensures that the food truck operator does not locate on a property the City would permit them to locate upon, but that the Health Department would not.

(F) Equipment and outdoor seating. Outdoor seating and equipment is permitted; provided that the placement of any outdoor seating or equipment shall not be placed in a manner so as to reduce the amount of available off-street parking below the minimum off-street parking required for the site in accordance with RMC 23.54.

City Council Question

How is the vendor to know in order to achieve compliance?

Staff Response

There is a workflow (similar to that of traditional brick-and-mortar establishments) in place for Business Licenses, which would alert Community Development staff that this information needs to be provided to the applicant specific to the site they desire to locate on. Similarly, this workflow would allow code enforcement to address non-compliance if a complaint or issue were to arise.

(G) City-owned and operated facilities. Vehicle-based food service vendors may, with City's permission, operate as a concessionaire on publically owned and operated facilities per RMC 23.42.051.

(H) Cleanliness and waste disposal. Vehicle-based food service vendors shall maintain the area in and around the vehicle, keep the area free from litter and waste, and shall supply a suitable container for waste collection. Vehicle-based

food service vendors are responsible for the proper collection and disposal of on-site litter and waste.

City Council Question

Is this in keeping with surrounding communities?

Staff Response

Yes, just as a brick-and-mortar is responsible for the area surrounding their business, the vehicle based food vendor would be responsible for the area surrounding their own business. See notes under condition F.

- (I) Traffic. Vehicle-based food service vendors must ensure free passage of pedestrians and vehicles, and shall not create congestion on public streets or pathways. Vehicles shall not be located within 25 feet of a driveway or intersection.

City Council Question

If a vehicle based food vendor is not in complete control of the location, why should they be accountable for free passage.

Staff Response

This provision is not requesting the vendor regulate on-site traffic, but requires that the location of their business conveyance does not by itself create congestion. For example, the vendor should not orient their vehicle across an entire parking aisle, preventing traffic from its normal procession. This provision is also not meant to place responsibility on the operator, but rather to provide staff sufficient authority to request a food truck not purposefully block traffic if a complaint or issue arises.

- (J) When permitted in a C-1 neighborhood retail district, vehicle-based food service vendors shall not operate between 9:00 p.m. and 7:00 a.m.

City Council Question

Where are C-1 Neighborhood Retail Districts located?

Staff Response

C-1 Neighborhood Retail Districts are oriented mostly along Wright Avenue where it intersects with Van Giesen Street, Swift Boulevard, and Duportail Street. These areas are established commercial centers surrounded by single family residential homes. A map is attached that details the location of Neighborhood Retail Districts.

Legend

C-3

Not Permitted

Existing areas where
food trucks are permitted

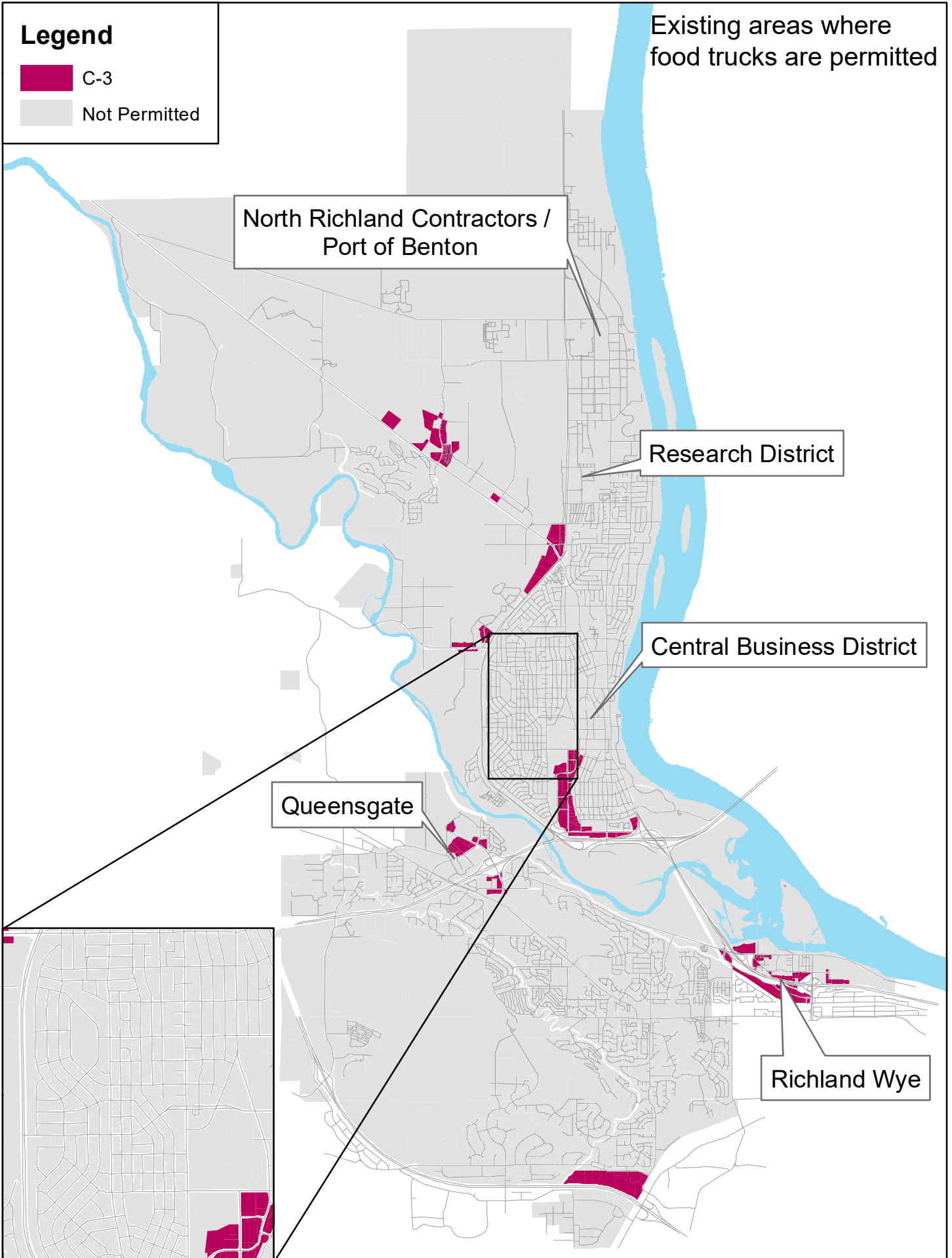
North Richland Contractors /
Port of Benton

Research District

Central Business District

Queensgate

Richland Wye



Legend

- B-C
- B-RP
- C-1
- C-2
- CBD
- WF
- C-3
- Not Permitted

Proposed areas where
food trucks would be
permitted

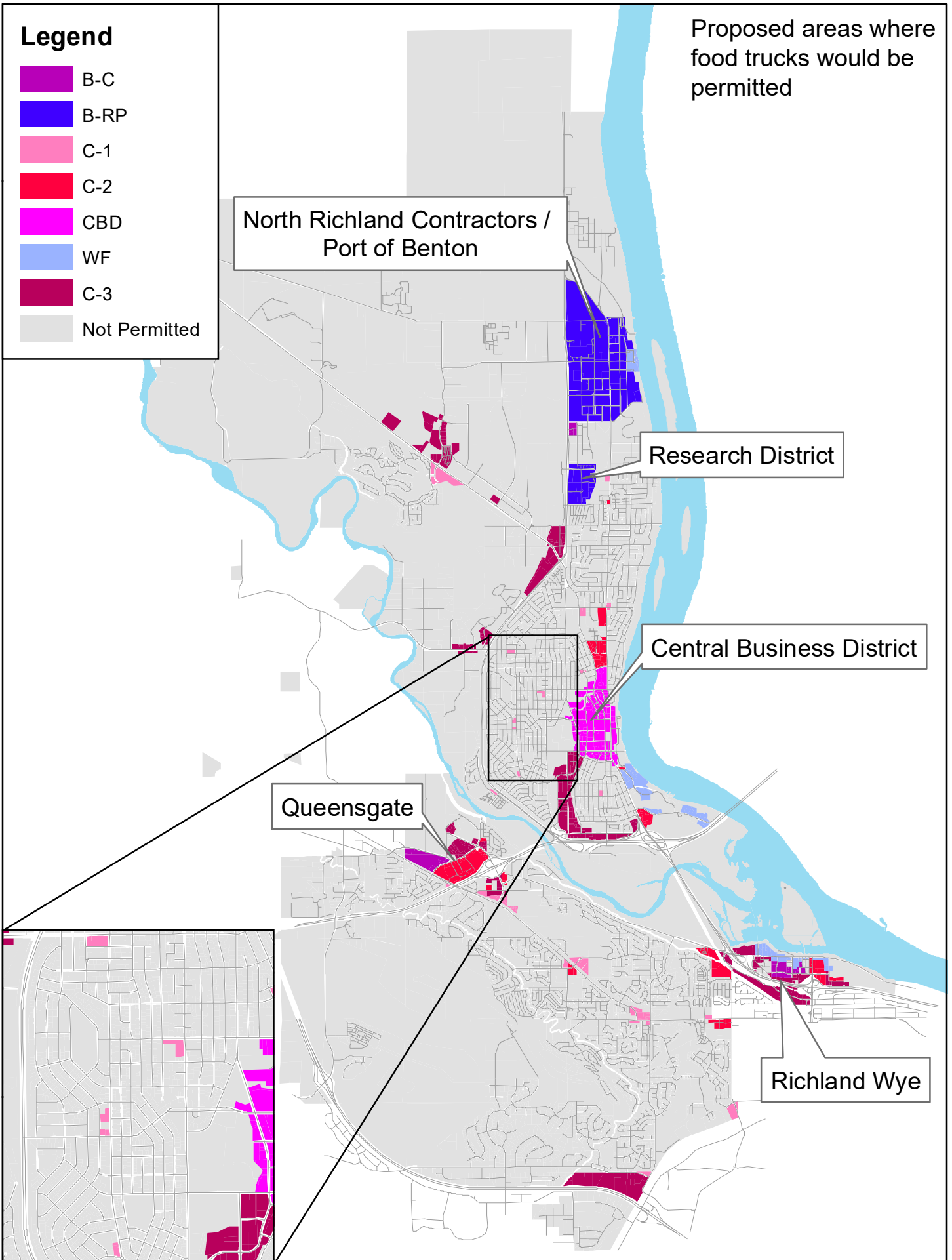
North Richland Contractors /
Port of Benton

Research District

Central Business District

Queensgate

Richland Wye

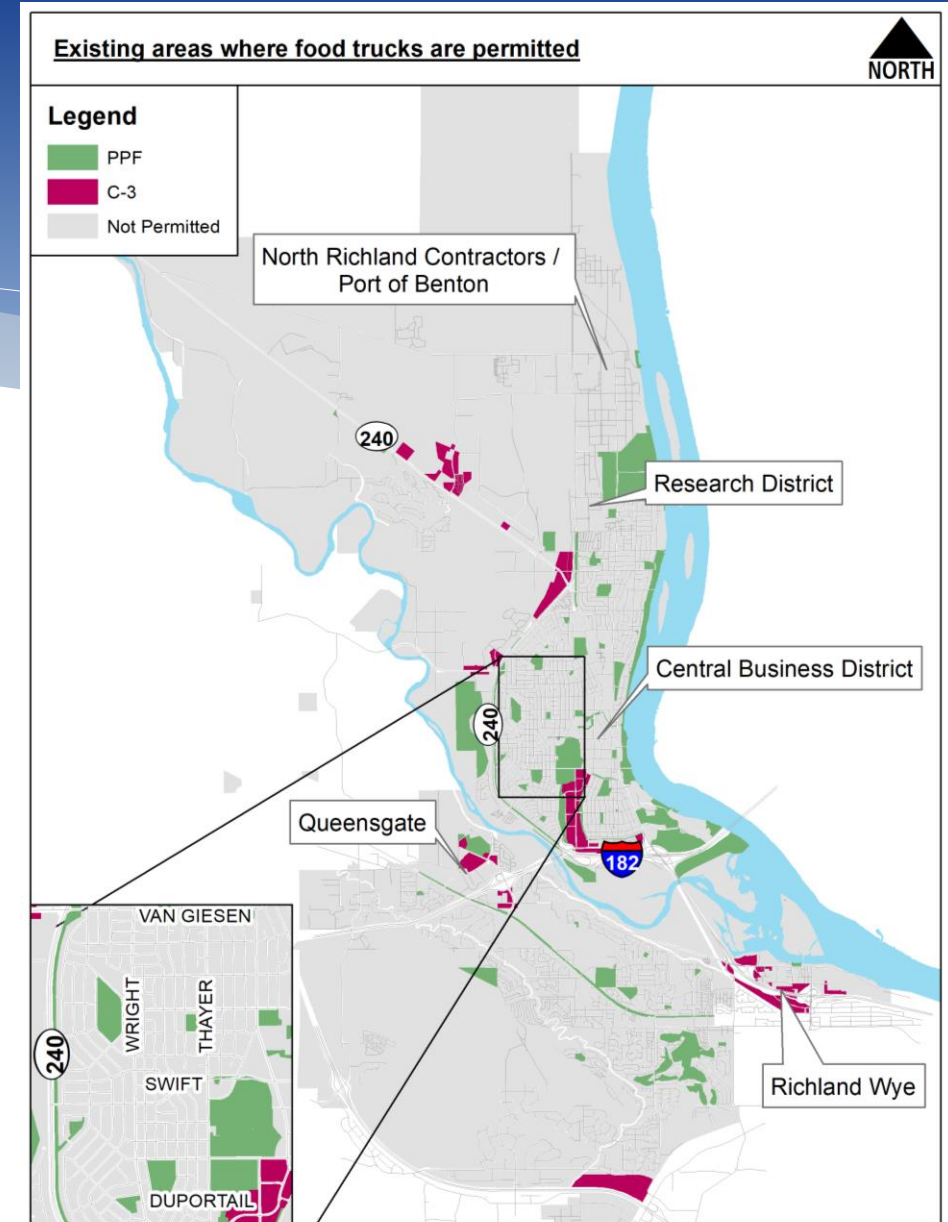


Community & Development Services

Vehicle Based Food Service

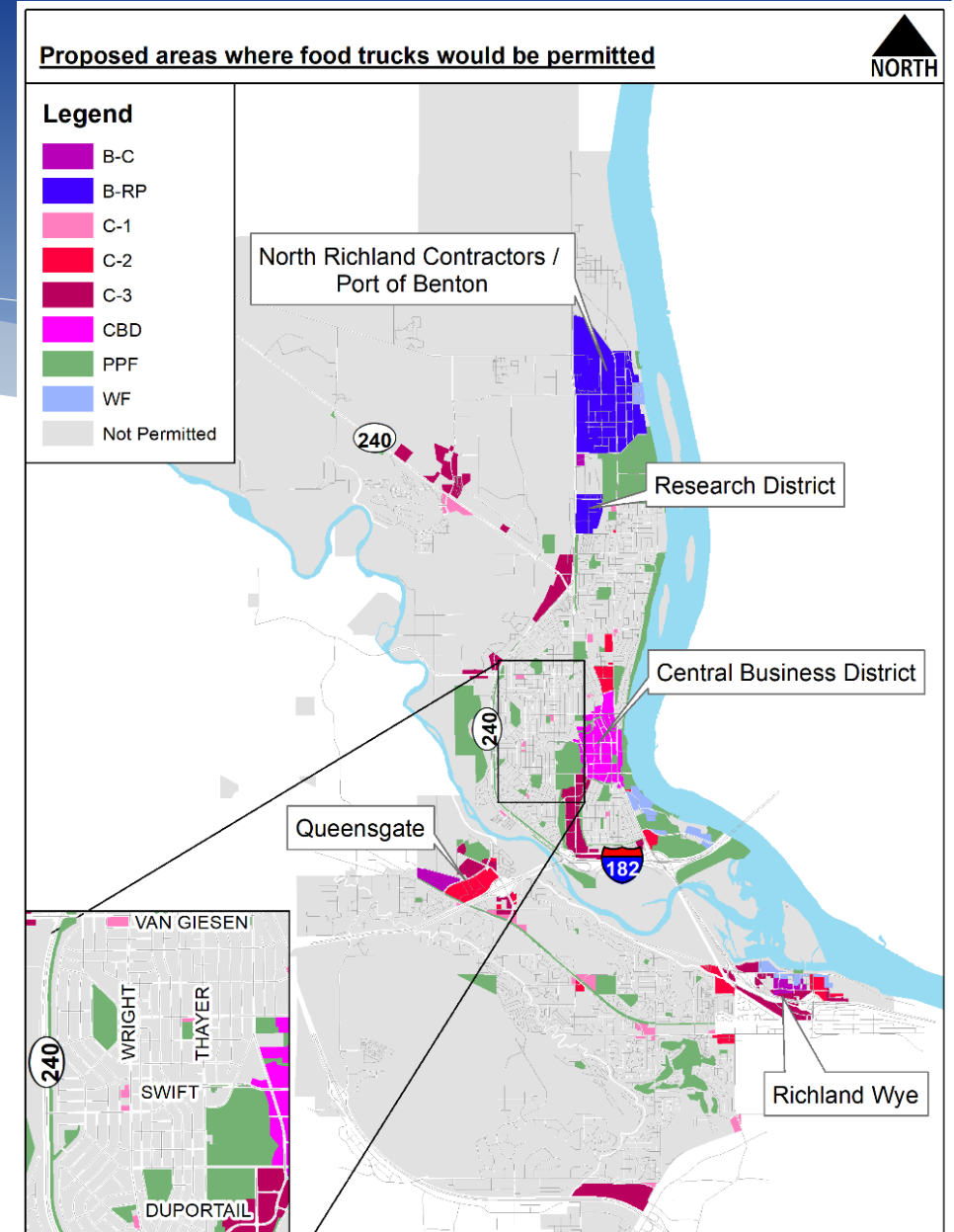
Existing Conditions

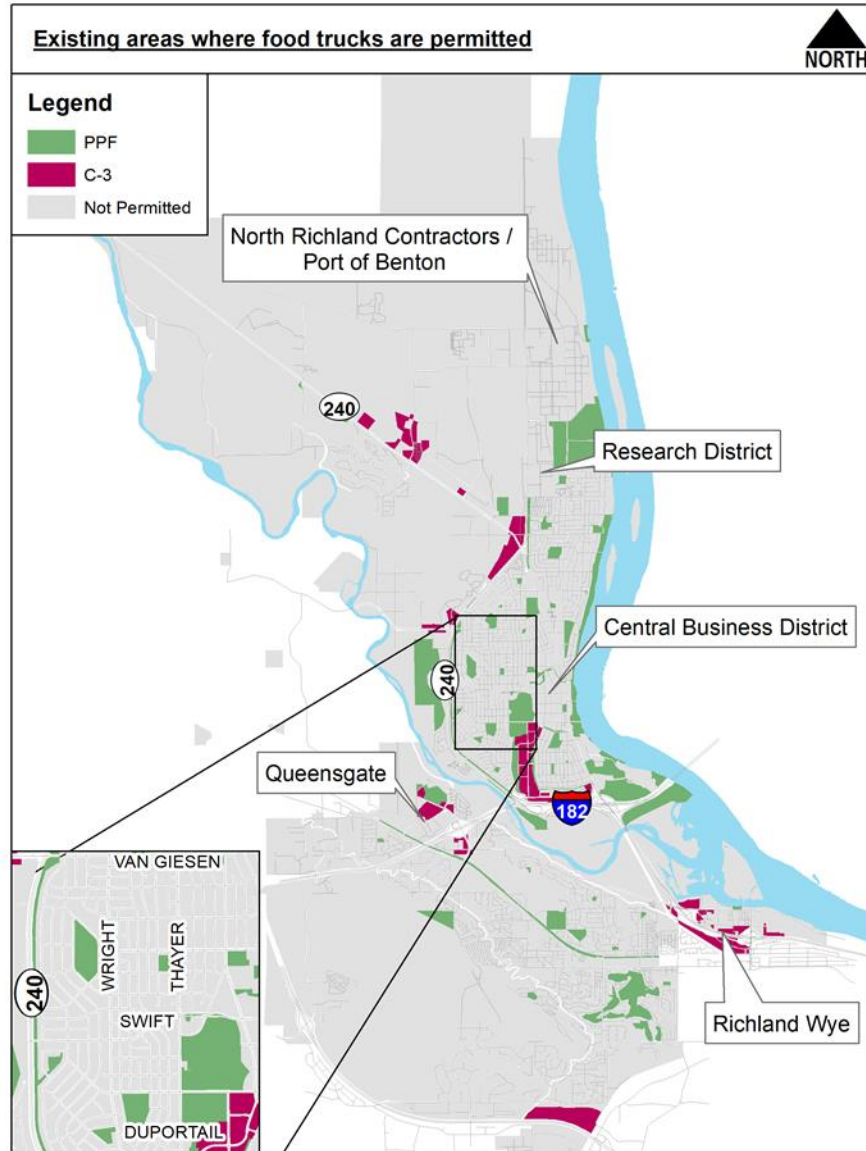
- * Allowed only in C-3 General Business
- * Permitted by default as 'Outdoor Sales,' as no definition for food trucks are included in RMC
- * Any Food Trucks outside C-3 are technically not permitted



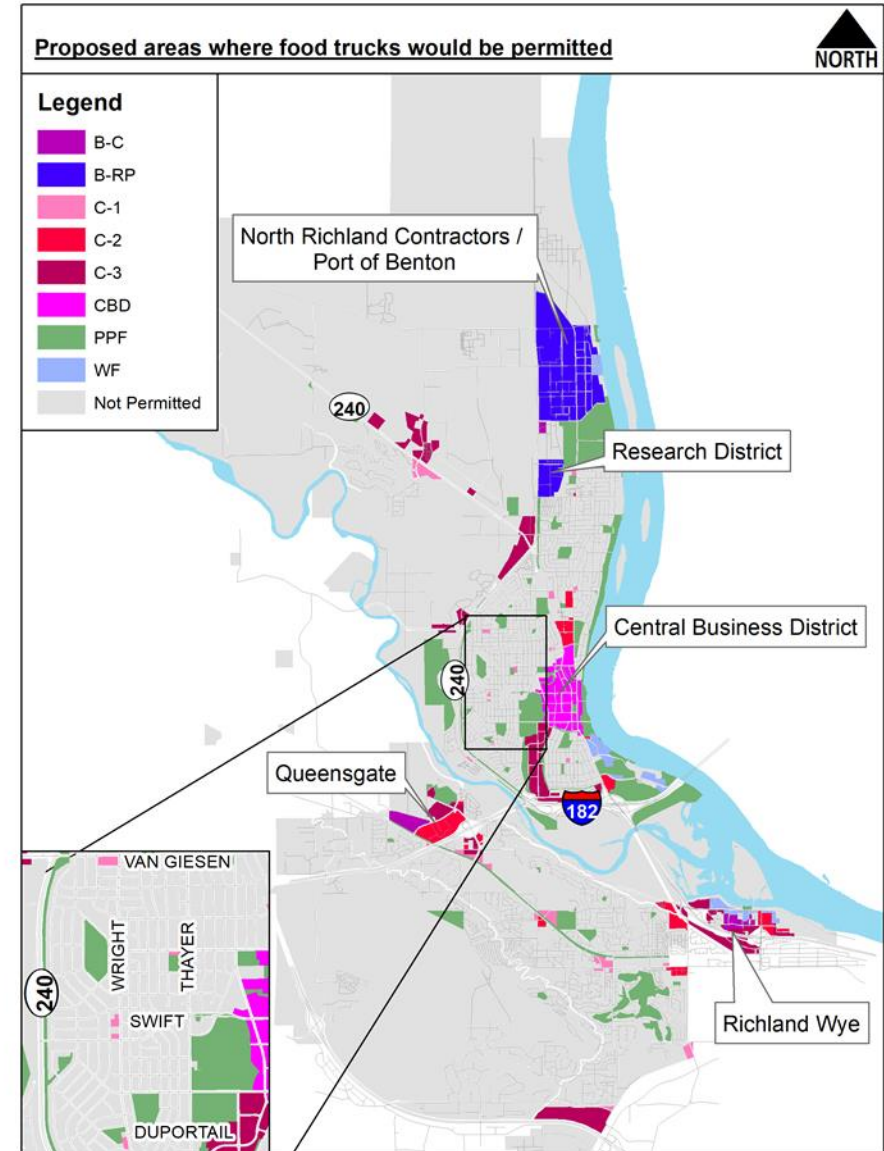
Proposed Ordinance

- * Allows vehicle based food service in all commercial/business districts suitable for additional food service
- * Provides definition for actual use – ‘Vehicle Based Food Service’





EXISTING



PROPOSED

Proposed ordinance highlights

- * Allows food trucks in most commercial areas, without changing the existing process for Parks & Public Facilities
- * Legalizes many currently non-conforming businesses
- * Establishes the Vehicle Based Food Service as a legally defined use in Municipal Code
- * Aligns Municipal Code with other jurisdictions
- * Addresses parking and traffic for new use
- * Supported by Food Vendors

C-1 Neighborhood Retail District

- * Operational hours between 7:00 a.m. – 9:00 p.m.
- * Same hours as noise ordinance
- * Allows food trucks to locate in neighborhood areas

Feedback from Vendors

- * Vendors waiting for ordinance passage to avoid operating without compliance
- * Vendors legitimately applying for a business license are rejected because location not permitted
- * Vendors apply for one location and move to desired location
- * Vendors currently operating in Columbia Point, Port of Benton, PNNL, Energy Northwest, Battelle and the Medical District are non-compliant and subject to enforcement if a complaint is made

More Information

- * December 11th, 2017 memo addressed to City Council for additional explanation
- * Letters of Support

Questions or Comments?

Kerwin Jensen

*Community & Development Services
Director*

509-942-7586

kjensen@ci.richland.wa.us

City of Richland
Vehicle Based Food Service Ordinance

I, Ron Swanby, a vendor or representative of vehicle based food services sign this statement indicating my support for the passage of the City of Richlands proposed amendments as attached. The proposed amendments clarify and simplify the process to become a licensed vehicle based food services vendor in the City of Richland, and represents a positive step forward in support of food truck operations in the city.

Thank you for your consideration of this proposed ordinance.

Signature

Ron Swanby, owner

Date

01/19/18

Organization / Food Truck Represented

Swampy's BBQ Sauce & Eatery

Additional comments:

City of Richland
Vehicle Based Food Service Ordinance

I, Brian Hilgert, a vendor or representative of vehicle based food services sign this statement indicating my support for the passage of the City of Richlands proposed amendments as attached. The proposed amendments clarify and simplify the process to become a licensed vehicle based food services vendor in the City of Richland, and represents a positive step forward in support of food truck operations in the city.

Thank you for your consideration of this proposed ordinance.

Signature



Date

1-21-18

Organization / Food Truck Represented

The Street Grill, LLC

Additional comments:

I believe, the attached modernization of Richland's Municipal Code will promote a vibrant and eclectic food scene in Richland. Removing the barrier of confusion regarding local laws while simultaneously opening more areas to mobile food vendors will surely encourage businesses to come to Richland in lieu of operating in neighbouring cities.

City of Richland
Vehicle Based Food Service Ordinance

I, Christopher Nokes, an existing/prospective vendor or representative of vehicle based food services sign this statement indicating my support for the passage of the City of Richlands proposed amendments as attached. The proposed amendments clarify and simplify the process to become a licensed vehicle based food services vendor in the City of Richland, and represents a positive step forward in support of food truck operations in the city.

Thank you for your consideration of this proposed ordinance.

Signature



Date

1/19/18

Organization / Food Truck Represented

Hot Mess Baking

Additional comments:

City of Richland
Vehicle Based Food Service Ordinance

I, Hagen Cox, an existing/prospective vendor or representative of vehicle based food services sign this statement indicating my support for the passage of the City of Richlands proposed amendments as attached. The proposed amendments clarify and simplify the process to become a licensed vehicle based food services vendor in the City of Richland, and represents a positive step forward in support of food truck operations in the city.

Thank you for your consideration of this proposed ordinance.

Signature



Date

1-19-18

Organization / Food Truck Represented

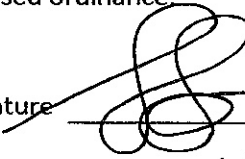
Hagen Coffee & Crepes

Additional comments:

City of Richland
Vehicle Based Food Service Ordinance

I, Maren and Matt McGowan, a vendor or representative of vehicle based food services sign this statement indicating my support for the passage of the City of Richlands proposed amendments as attached. The proposed amendments clarify and simplify the process to become a licensed vehicle based food services vendor in the City of Richland, and represents a positive step forward in support of food truck operations in the city.

Thank you for your consideration of this proposed ordinance.

 Signature 
Date 1/28/18

Organization / Food Truck Represented Dovetail Joint Mobile Kitchen

Additional comments:

Thank you for considering these proposed amendments. The food cart business is an expanding market
in the Tri-Cities, and our customers want to have easier access to food cart dining. I think these changes will
help both the business owners expand service, and the customers enjoy more fine food!

City of Richland
Vehicle Based Food Service Ordinance

I, Marilou Shea, a vendor or representative of vehicle based food services sign this statement indicating my support for the passage of the City of Richlands proposed amendments as attached. The proposed amendments clarify and simplify the process to become a licensed vehicle based food services vendor in the City of Richland, and represents a positive step forward in support of food truck operations in the city.

Thank you for your consideration of this proposed ordinance.

Signature

Date

Columbia Basin College, Food Truck Academy

Organization / Food Truck Represented

Additional comments:

Richland City Council: Thank you for helping to advance the mobile food industry by considering and approving the attached ordinance changes as submitted by City staff, Mile Thomas et al.

~~Mobile vending aka food trucks are terrific for towns and municipalities. They draw customers onto the streets and create a sense of community. In some instances, they activate public space, offer municipalities tax revenues and stimulate job growth, tourism and entrepreneurship. Food trucks are hyper-local small business that provide economic development (above) in the communities they vend in. Local on every level, food trucks buy from local stores, hire local employees and sell to local customers. Thank you again for your consideration and I hope support of this ordinance.~~



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 01-18, Amending Richland Municipal Code Title 24: Subdivision Procedures

Department:

Community & Development Services

Ordinance/Resolution Number:

01-18

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 01-18, amending Title 24 of the Richland Municipal Code regarding subdivision procedures.

Summary:

Chapter 24.12 of the Richland Municipal Code (RMC) identifies procedures for processing preliminary and final plat applications. The Planning Commission held a public hearing to consider minor amendments to this chapter, and has recommended approval. The proposed changes would eliminate the requirement for the Planning Commission Chair to sign the final plat document. Since the City implemented the hearing examiner system of permit review, the Planning Commission no longer has a role in the review of plat applications. Other changes include minor tweaks to the processing of final plat applications that will bring the code and current practice into alignment.

Staff recommends approval of Ordinance No. 01-18 for second reading and passage.

Fiscal Impact:

None.

Attachments:

1. Ordinance No. 01-18
2. Staff Report to Planning Commission

ORDINANCE NO. 01-18

AN ORDINANCE of the City of Richland amending Title 24, Plats and Subdivisions, of the Richland Municipal Code regarding Subdivision Procedures.

WHEREAS, Ordinance No. 19-14, passed by City Council on September 2, 2014, established a hearing examiner system of preliminary plat review; and

WHEREAS, with establishment of a hearing examiner system, the Richland Municipal Code (RMC) requires minor amendments to the subdivision procedural regulations that have not yet been addressed; and

WHEREAS, the proposed code changes reflect the City's current administration of subdivision applications.

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

Section 1. Richland Municipal Code Chapter 24.12, entitled Procedure, as enacted by Ordinance No. 73 and last amended by Ordinance No. 20-14, shall be amended to read as follows:

Chapter 24.12 PROCEDURE

Sections:

24.12.010	Preliminary plat – Application for approval.
24.12.020	Preliminary plat – General requirements.
24.12.030	Preliminary plat – Specific requirements.
24.12.040	Preliminary plat – Vicinity sketch – Street grades – Utilities – Drainage facilities.
24.12.045	Preliminary plat – Public hearing.
24.12.050	Preliminary plat – Public hearing, hearing examiner consideration and recommendation to city council.
24.12.053	Preliminary plat – Required findings.
24.12.055	Preliminary plat – City council consideration and action.
24.12.060	Final plat – Submission.
24.12.070	Final plat – Required information.
24.12.080	Final plat – Required certificates and statements.
24.12.090	Final plat – Approval of city engineer.
24.12.110	Final plat – Approval.
24.12.120	Final plat – Time for determination.
24.12.130	Final plat – Filing.
<u>24.12.140</u>	<u>Appeals.</u>

24.12.010 Preliminary plat – Application for approval.

For the purpose of expediting the preliminary approval of any subdivision, every subdivider shall file with the subdivision administrator a preliminary plat application on such forms as may be provided by the city. Each application shall include electronic and hard copies of the map(s) as specified on the preliminary plat application form, a report from a title insurance company showing ownership of the property involved, an accurate legal description of the property involved, and a list of names and addresses of all owners of property within 300 feet of the exterior boundaries of the proposed subdivision. In addition, the report shall include an accurate key map showing the property involved and delineating the property within 300 feet of the proposed subdivision. Each parcel falling wholly or partly within the 300-foot distance shall be numbered to correspond with the ownership report. The preliminary plat application shall be accompanied by an application for threshold determination (environmental assessment checklist) in accordance with the State Environmental Policy Act (SEPA) and RMC Title 22 (Environment). Every subdivider at the time of filing a preliminary plat shall pay to the city such fees as are prescribed in RMC 19.80.020.

The time of filing a preliminary plat shall be fixed as the date when all maps and information required by this chapter and RMC Title 19 have been filed, checked and accepted as completed by the subdivision administrator and the required fees paid.

24.12.020 Preliminary plat – General requirements.

The preliminary plat shall include the following:

- A. The proposed name of the subdivision. Names shall not too closely resemble those of existing subdivisions, nor shall given names or initials be used with surnames in a plat name;
- B. The location of boundary lines in relation to section, quarter-section, and quarter-quarter-section lines and any adjacent corporate boundaries of the city which are part of the legal description of the property;
- C. The names and addresses of the subdivider and the engineer, surveyor, landscape architect, or other person making the plat;
- D. The scale of the plat, which shall not be less than 50 feet to the inch nor more than 100 feet to the inch;
- E. The date of submission and the north point.

24.12.030 Preliminary plat – Specific requirements.

The preliminary plat shall specifically include the following:

- A. The location, width, and name, if any, of each existing or platted street, other rights-of-way, parks, playgrounds, and other open spaces, schools and permanent buildings within the proposed subdivision;
- B. The names of adjacent subdivisions and the location and names of all adjacent streets;

C. The topography at an appropriate contour interval (unless specifically waived by the city planner), the location of all natural watercourses, and other physical features pertinent to the subdivision;

D. The layout, number and approximate dimensions of lots and the number of blocks;

E. The indication of any lots on which a use other than residential is proposed by the subdivider;

F. The indication of any portion or portions of the plat for which successive or separate final plats are to be filed.

24.12.040 Preliminary plat – Vicinity sketch – Street grades – Utilities – Drainage facilities.

The vicinity sketch shall be at a legible scale and shall show the relationship of the proposed plat to existing schools, parks, shopping centers, and other like facilities.

The city engineer may require the submission of two copies of the proposed street grades where in his opinion conditions so warrant.

The city engineer may require the submission of two copies of the proposed general layout and dimensions of water, sanitary sewer, drainage, lighting and fire protection facilities and easements.

24.12.045 Preliminary plat – Public hearing.

The subdivision administrator shall schedule a hearing for the preliminary plat and prepare a notice of public hearing consistent with the requirements of Chapter 19.40 RMC. Notice of public hearing on the preliminary plat shall be given in the following manner:

A. Mailing a written notice not less than 10 days prior to the date of such hearing to the owners of all properties within 300 feet of the exterior boundaries of the proposed subdivision pursuant to the title insurance company report required by RMC 24.12.010;

B. Posting public notices in ~~three~~ conspicuous places on or adjacent to the land proposed to be subdivided in a manner that is visible from any adjacent public rights-of-way at least 15 days prior to the date of a public hearing;

C. Notice of public hearing shall be published in the official newspaper of the city not less than 10 days prior to the date of such hearing.

24.12.050 Preliminary plat – Public hearing, hearing examiner consideration and recommendation to city council.

A. The hearing examiner shall consider any preliminary plat application and shall conduct an open record public hearing in accordance with Chapter 19.60 RMC. After public hearing and review the hearing examiner shall determine whether the preliminary plat is in accordance with the comprehensive plan and other applicable code requirements and shall either make a recommendation for approval or disapproval to the city council.

Recommendation for approval of the preliminary plat shall not be given by the hearing examiner without the prior review and approval of the city manager or his designee with respect to the engineering elements of said plat including the following:

1. Adequacy of proposed street, alley, right-of-way, easement, lighting, fire protection, drainage, and utility provisions;
2. Adequacy and accuracy of land survey data;
3. The submittal by the applicant of a plan for the construction of a system of street lights within the area proposed for platting, including a timetable for installation; provided, that in no event shall such a plan be approved that provides for the dedication of such a system of lighting to the city later than the occupancy of any of the dwellings within the subdivision.

B. The hearing examiner recommendation shall be forwarded to the city clerk for scheduling for city council consideration.

24.12.053 Preliminary plat – Required findings.

The hearing examiner shall not recommend approval of any preliminary plat application, unless the approval is accompanied by written findings that:

A. The preliminary plat conforms to the requirements of this title;

B. Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;

C. The public use and interest will be served by the platting of such subdivision and dedication; and

D. The application is consistent with the requirements of RMC 19.60.095.

24.12.055 Preliminary plat – City council consideration and action.

A. The city council shall consider the recommendation of the hearing examiner together with other recommendations, maps and documents and matters of record and render a decision on the preliminary plat consistent with the requirements of RMC Title 19 for Type III permit application.

B. The application for preliminary plat approval shall be approved, disapproved or returned to the applicant for modification or correction within 90 days of the date of acceptance.

C. City council approval of a preliminary plat shall not guarantee final approval of the plat or subdivision and shall not constitute an acceptance of the subdivision, but shall authorize the subdivider to proceed with the preparation of the final plat along the lines indicated in the preliminary plat.

D. Approval of the preliminary plat shall be operative for five years from the date of approval by the city council during which time a final plat or plats may be submitted.

E. The subdivision administrator may extend the approval period or may require that the preliminary plat must be resubmitted after the expiration of the approval period.

24.12.060 Final plat – Submission.

Within the approval period prescribed in RMC 24.12.055, the subdivider may submit to the subdivision administrator a final plat ~~which shall be drawn in ink on good quality four mil mylar drafting film and shall~~ contain^{ing} the information, certificates and statements required by this title. The plat scale shall neither be less than 50 feet to the inch nor more than 100 feet to the inch unless otherwise specifically authorized by the subdivision administrator. All plats shall be drawn on a standard sheet, 24 inches by 30 inches, and with a two-inch margin on the left edge and a one-inch margin on all other edges. If more than one sheet is required, the sheets shall be numbered and indexed, and each sheet shall bear all certificates, approvals, descriptions and statements required.

24.12.070 Final plat – Required information.

The final plat shall contain or be accompanied by the following information:

A. The primary control point approved by the city engineer and descriptions and ties to such control points to which all angles, bearings, dimensions, and similar data on the plat shall be referred.

B. A complete set of field and computation notes showing original or reestablished corners with descriptions of them; actual traverses showing error of closures and method of balances; and a sketch showing all distances, angles, and calculations required to determine distances and corners of the plat. The allowable error of closure shall not exceed one foot in 5,000 feet for residential areas, and one foot in 10,000 feet for commercial and industrial areas.

C. All tract boundary lines, right-of-way lines of streets, easements, and other rights-of-way, and property lines of lots and other sites, with accurate bearings, dimensions, deflection angles, complete curb data for street centerlines and property lines, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all angle points and points of curve to lot lines.

D. The name and right-of-way width of each street and other rights-of-way shall be shown.

E. The location, dimensions, and purposes of each easement shall be shown.

F. The purpose for which sites, other than residential lots, are dedicated or reserved shall be shown.

G. Numbers to identify each parcel, lot and block shall be shown.

H. The location and description of all monuments shall be shown.

I. References to recorded plats of adjoining land by record name, date and number shall be shown.

[J. A completed final plat application form and accompanying application fee pursuant to RMC 19.80.010.](#)

24.12.080 Final plat – Required certificates and statements.

Each sheet of the plat shall contain the following certificates:

A. The following land surveyor's certificate to be shown on each sheet of the plat:

I, _____ registered land surveyor, hereby certify that the plat of _____ as shown hereon is based upon actual field survey of the land described and that all angles, distances, and courses are correctly shown and that the monuments have been set and the lot corners staked as shown on the plat.

Signed _____ (Seal)

B. A certification from the proper officer in charge of tax collections that all taxes and delinquent assessments have been paid, satisfied or discharged.

C. Each plat shall be accompanied by a certificate of title showing all persons and parties having an interest in the land platted. The commission may require additional certificates, affidavits, or endorsements, as they may become necessary for the reasonable enforcement of these regulations.

D. Each sheet of the plat shall contain a statement by the owner of the land dedicating all streets, rights-of-way, and other appropriate sites and easements for the public use. A certificate that the subdivision has been made with the free consent and in accordance with the desires of the owner or owners. If the plat or short plat is subject to a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, and individual or individuals, religious society or societies or to any corporation, public or private as shown on the plat and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road. Said certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.

E. Each plat shall be accompanied by a copy of all restrictive covenants and other deed restrictions that are to be placed upon any of the lots in the subdivision.

24.12.090 Final plat – Approval of city engineer.

Upon the receipt of the final plat, the subdivision administrator shall deliver the plat to the city engineer for his approval. The city engineer shall determine whether the plat is accurate and correct in all details and whether minimum improvements have been provided as described in this title and whether it and the subdivision comply with applicable law. If conditions so warrant, the city engineer may cause a field inspection to be made. The costs of such inspection at prevailing rates shall be charged the applicant and shall be paid before approval of the plat is given by the city engineer. If the city engineer approves the plat, he shall so certify on the plat. If he does not approve the plat, he shall state in writing the specific

reasons therefor. After approval or disapproval, the city engineer shall return the plat to the subdivision administrator. If the city engineer has not approved the plat, the plat shall be returned to the subdivider for the corrections or changes necessary to comply with the city engineer's objections. Thereafter, the subdivider may resubmit the final plat.

24.12.110 Final plat – Approval.

Upon receipt by the subdivision administrator, the final map and other data shall be reviewed. If the subdivision administrator determines that the final plat is in full conformance with the approved preliminary plat and other necessary ordinances, and that the city engineer and other city departments have reviewed and approved the final plat application, the subdivision administrator shall send written notice to the subdivider advising that the final plat appears to be in compliance, and that the subdivider may submit a final plat, drawn in ink on good quality four mil mylar drafting film, for city signatures. The final plat shall be referred to the city council for final action pursuant to RCW 58.17.170. ~~he shall so advise the chairman of the planning commission. The chairman of the planning commission may then recommend approval, without further action by the planning commission. If the final plat is referred to the chairman of the planning commission without submission to the commission, the chairman may elect to submit the plat to the commission for further action.~~

~~After planning commission review and recommendation, the plat shall be referred to the city council for final action.~~

24.12.120 Final plat – Time for determination.

The final plat, subdivision, or dedication shall be approved, disapproved, or returned to the subdivider for modification or correction within 30 days from the date of filing or refiling thereof unless the subdivider in the meantime shall have filed written consent for a longer period in which the city council may act thereon.

24.12.130 Final plat – Filing.

After approval by the city council, the final plat may be filed with the county auditor and thereafter shall be known as an authorized plat, subdivision, or dedication of land. In addition to filing the original copy with the county auditor, the subdivider shall also file two copies with the county assessor and one copy ~~each~~ with the city engineer ~~and the city planning commission.~~

24.12.140 Appeals.

Any party of record aggrieved by a decision made by the city regarding a final plat application may appeal the decision to the hearing examiner as set forth in RMC 19.20 for a Type I permit application.

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, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 11, 2018

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: M2017-103

PREPARED BY: RICK SIMON
MEETING DATE: NOVEMBER 15, 2017

GENERAL INFORMATION:

APPLICANT: CITY OF RICHLAND

REQUEST: TEXT AMENDMENTS TO CHAPTER 24.12 – SUBDIVISION
PROCEDURES

LOCATION: CITYWIDE

REASON FOR REQUEST:

Staff has proposes some minor adjustments to the subdivision code to reflect current practice.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the proposed amendments to the Innovation Center's proposed zoning text amendments and submits that:

1. Chapter 24.12 of the RMC established the procedures to be used in the review of preliminary plat and final plat applications;
2. Over time, other amendments to the City code, particularly the implementation of a hearing examiner system in the review of preliminary plat applications changed the function of the Planning Commission, removing the Commission from the subdivision review process;
3. The requirement for the signature of the Planning Commission Chairperson on the final plat no longer is needed given that the Commission is no longer involved in the review of subdivisions;
4. The other proposed changes to the code all procedural changes that reflect current City practices in the administration of the final plat reviews;
5. Based upon the above findings and conclusions, the adoption of the proposed amendments to Chapter 24.12 of the Richland Municipal Code concerning procedural amendments to the processing of final plat applications is in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (M2017-103) and recommend to the City Council adoption of proposed subdivision code amendments.

ATTACHMENTS

- A. Supplemental Information
- B. Draft Ordinance Amendments

SUPPLEMENTAL INFORMATION

PROPOSED AMENDMENTS

Staff has proposed the following amendments to the municipal code:

- Section 24.12.045(B) – Under the requirements for posting of public notices: eliminate the requirement to post three public notices in conspicuous places. *Rationale: Each project site is unique. Notices should be posted in conspicuous places. Sometimes this may mean more than three notices are needed, sometimes less.*
- Section 24.12.060 – Eliminate the requirement for the subdivider to submit a mylar drafting film at the time a final plat application is submitted. *Rationale: The mylar should be submitted as the final step in the process. Paper copies should be submitted for review and approval first. Submittal of a mylar with the initial submittal does not serve a useful purpose.*
- Section 24.12.070(J) – Add a requirement that a subdivider submits an application form and a final plat fee along with the final plat drawings. *Rationale: This amendment would bring code into conformance with current practices.*
- Section 24.12.110 – Specifies that the subdivider shall submit a mylar following review and approval of the final plat application and eliminates the requirement that the Chair of the Planning Commission sign the final plat mylar. *Rationale: The amendment would bring code into conformance with current practice. As the Commission no longer has the function of reviewing preliminary plats, the Chairman's signature on the final plat is no longer needed.*
- Section 24.12.130 – Would specify that the subdivider provide a copy of the final mylar to the City Engineer and not with the Planning Commission. *Rationale: This amendment bring code into conformance with current practice.*
- New Section 24.12.140 – This new section would provide an appeals process for anyone aggrieved by the City's decision on a final plat. *Rationale: Currently, there is no process identified in code to appeal a final plat. This section would provide the hearing examiner with the authority to review appeals.*

ANALYSIS

The proposed code changes affect only the procedures for the final platting of property, and not any development standards. The changes would better reflect the City's current practices for processing final plats and represent an improvement over existing code language.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 03-18, Amending Chapter 23.08 of the Richland Municipal Code related to the Official Zoning Map of the City of Richland

Department:

Community & Development Services

Ordinance/Resolution Number:

03-18

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 03-18, amending RMC 23.08.040 regarding the official City zoning map.

Summary:

Currently, the City's official zoning map is comprised of a series of 64 sheets that can only be updated manually. The Planning Commission has reviewed and recommended approval of a code change that would establish a GIS Map Book as the City's official zoning map. This change would enable the City to maintain a better map that can be more efficiently updated and maintained.

Staff recommends approval of Ordinance No. 03-18 for second reading and passage.

Fiscal Impact:

The proposed code change will not have a fiscal impact on the City.

Attachments:

1. Ordinance No. 03-18
2. Attachment A to Ordinance No. 03-18
3. Staff Report to Planning Commission

ORDINANCE NO. 03-18

AN ORDINANCE of the City of Richland amending Title 23: Zoning Regulations, of the Richland Municipal Code regarding the Official Zoning Map.

WHEREAS, over the years, the City of Richland has developed, maintained and expanded its ability to produce and maintain a wide variety of maps through its geographical information systems (GIS); and

WHEREAS, the City's existing code language depends upon a manually produced and maintained official zoning map; and

WHEREAS, transitioning the City's Official Zoning Map from a manually produced map to a GIS map requires an amendment to the Richland Municipal Code.

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

Section 1. Richland Municipal Code Chapter 23.08, Section 23.08.040, entitled Zoning map, as enacted by Ordinance No. 28-05 and last amended by Ordinance No. 29-14, is hereby amended to read as follows:

23.08.040 Zoning map.

The above use districts and the boundaries of such use districts are established as shown on a series of sectional maps, numbered 1 through ~~64~~ 24 and marked ~~"Exhibit A."~~ "City of Richland Official Zoning Designation GIS Map Book." The sectional maps constitute the official zoning map of the city of Richland, which official map is by this reference made a part of this title. Such map, consisting of the sectional maps above referred to and all amendments thereto, shall be filed in the office of the city clerk. The amendment of any of the sectional maps shall be an amendment of the official zoning map. Each copy of this title, prepared by or under the direction of the city, shall include facsimiles of the sectional maps comprising the official map.

Section 2. The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this ordinance and the attached City of Richland Official Zoning Designation GIS Map Book.

Section 3. 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, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

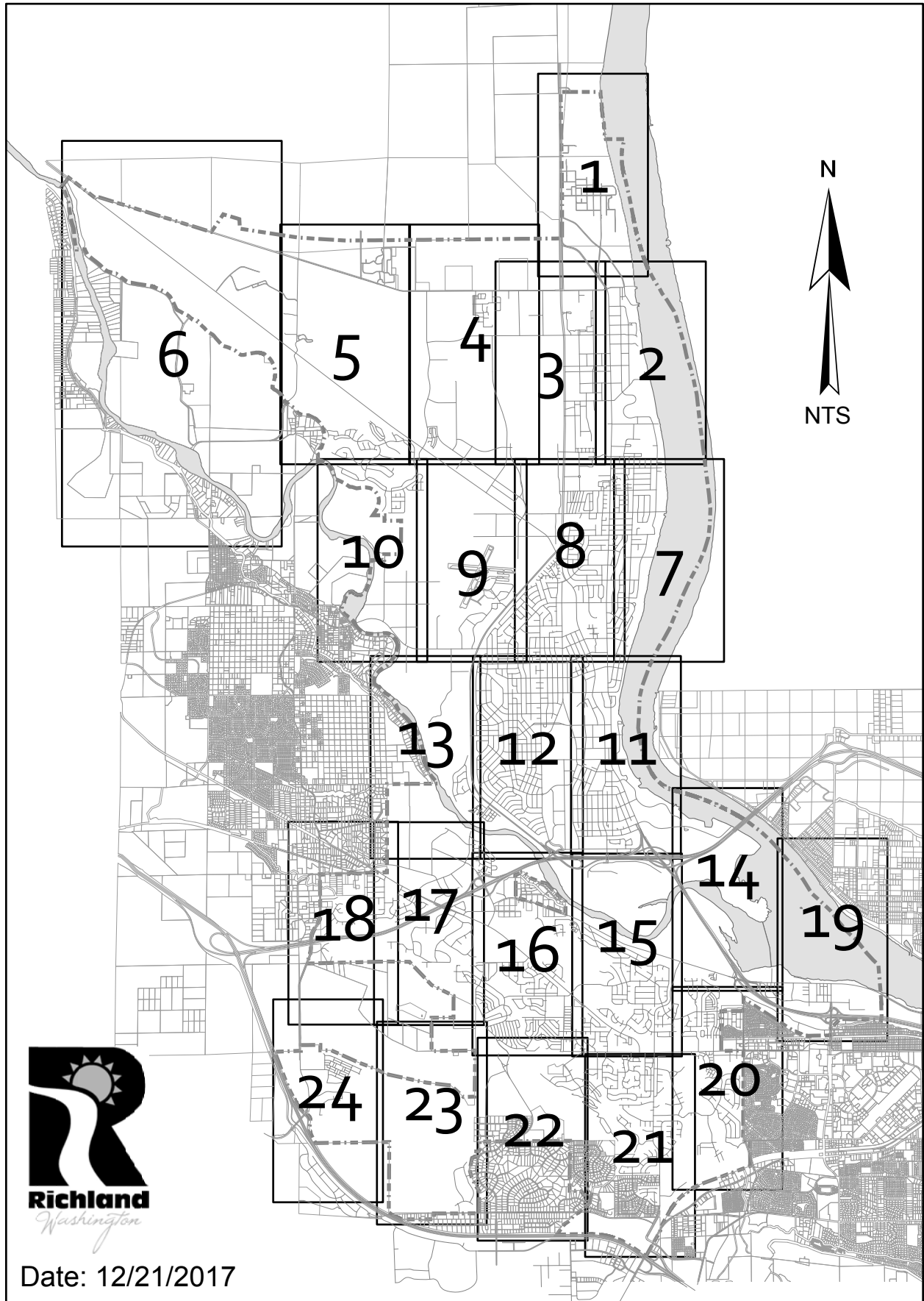
MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Published: February 11, 2018

City of Richland

Official Zoning Designation GIS Map Book



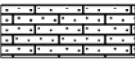
Legend

- 15 Map Sheet Number
- ■ ■ Urban Growth Area

Primary Districts



AG - AGRICULTURAL



B-C - BUSINESS COMMERCE



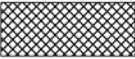
B-RP - BUSINESS RESEARCH PARK



BMS - BADGER MOUNTAIN SOUTH *



C-1 - NEIGHBORHOOD RETAIL BUSINESS



C-2 - CENTRAL BUSINESS



C-3 - GENERAL BUSINESS



C-LB - LIMITED BUSINESS



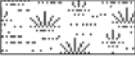
CBD - CENTRAL BUSINESS DISTRICT



CR - COMMERCIAL RECREATION



CW - COMMERCIAL WINERY



FP - FLOOD PLAIN



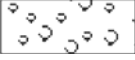
I-M - MEDIUM INDUSTRIAL



M-2 - HEAVY MANUFACTURING



NOS - NATURAL OPEN SPACE



PPF - PARKS AND PUBLIC FACILITIES



PUD - PLANNED UNIT DEVELOPMENT



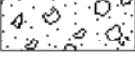
R-1-10 - SINGLE FAMILY RESIDENTIAL - 10,000



R-1-12 - SINGLE FAMILY RESIDENTIAL - 12,000



R-2 - MEDIUM DENSITY RESIDENTIAL



R-2S - MEDIUM DENSITY RESIDENTIAL SMALL LOT



R-3 - MULTIPLE FAMILY RESIDENTIAL



SAG - SUBURBAN AGRICULTURAL

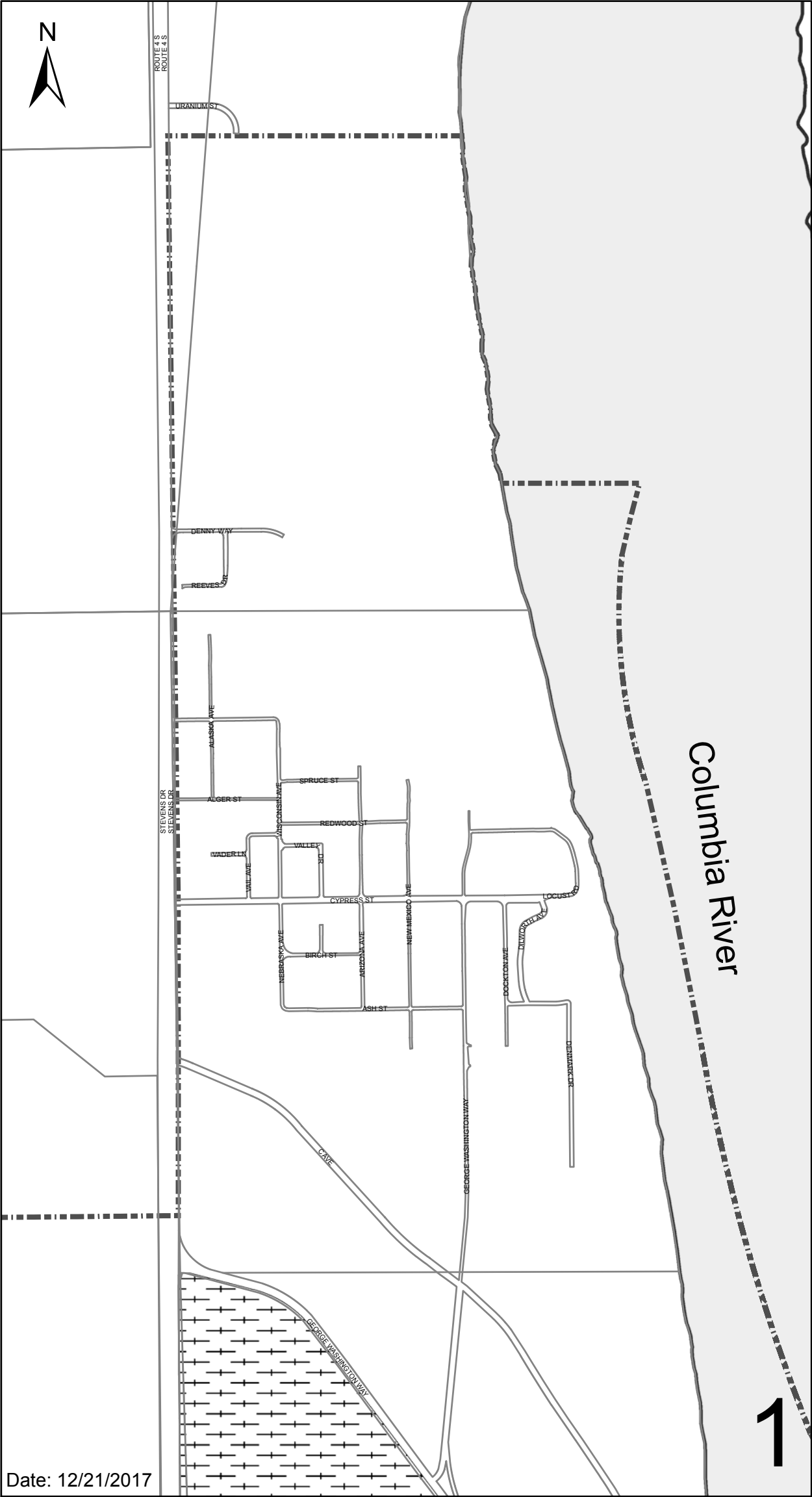


WF - WATERFRONT

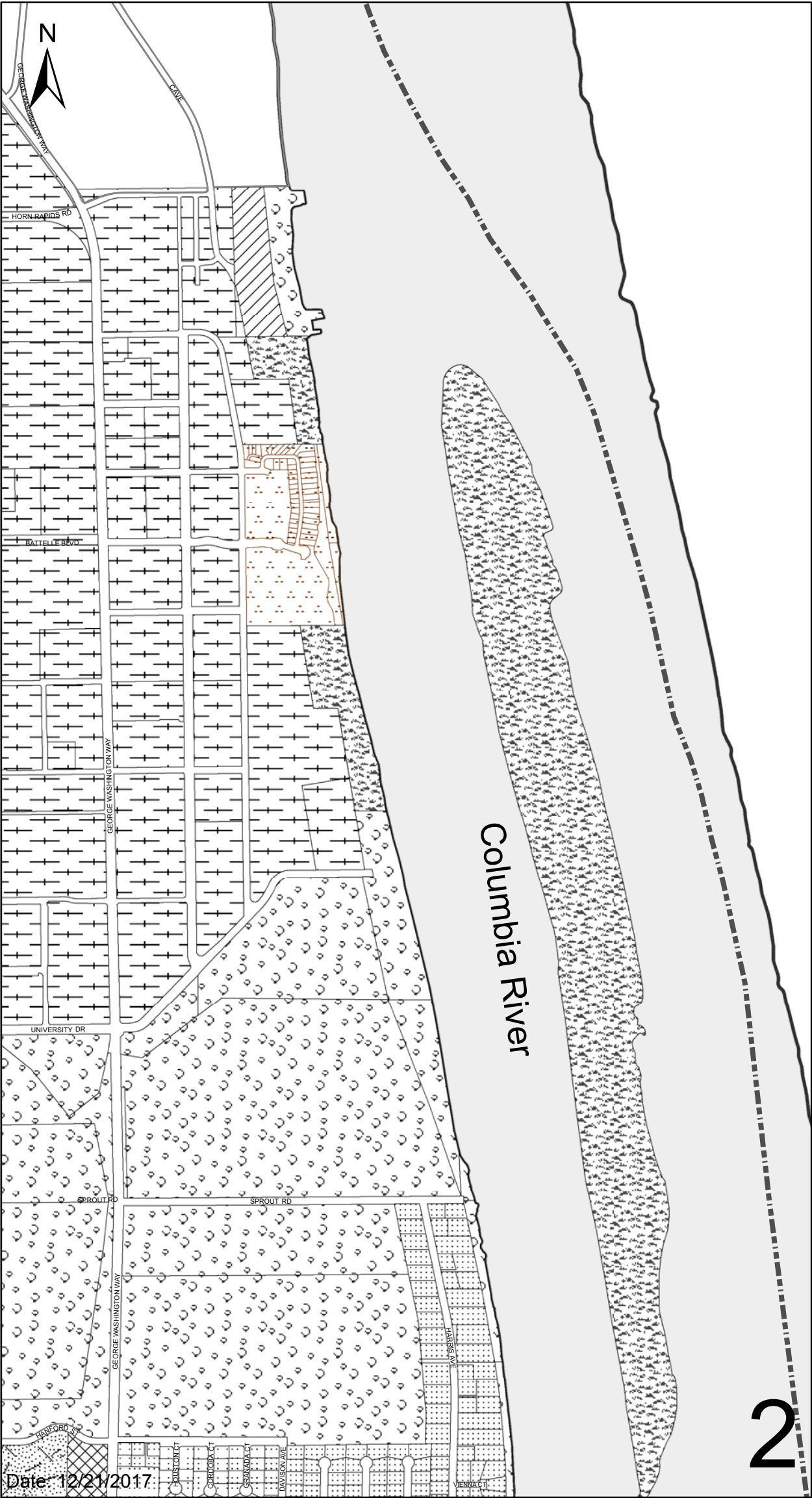


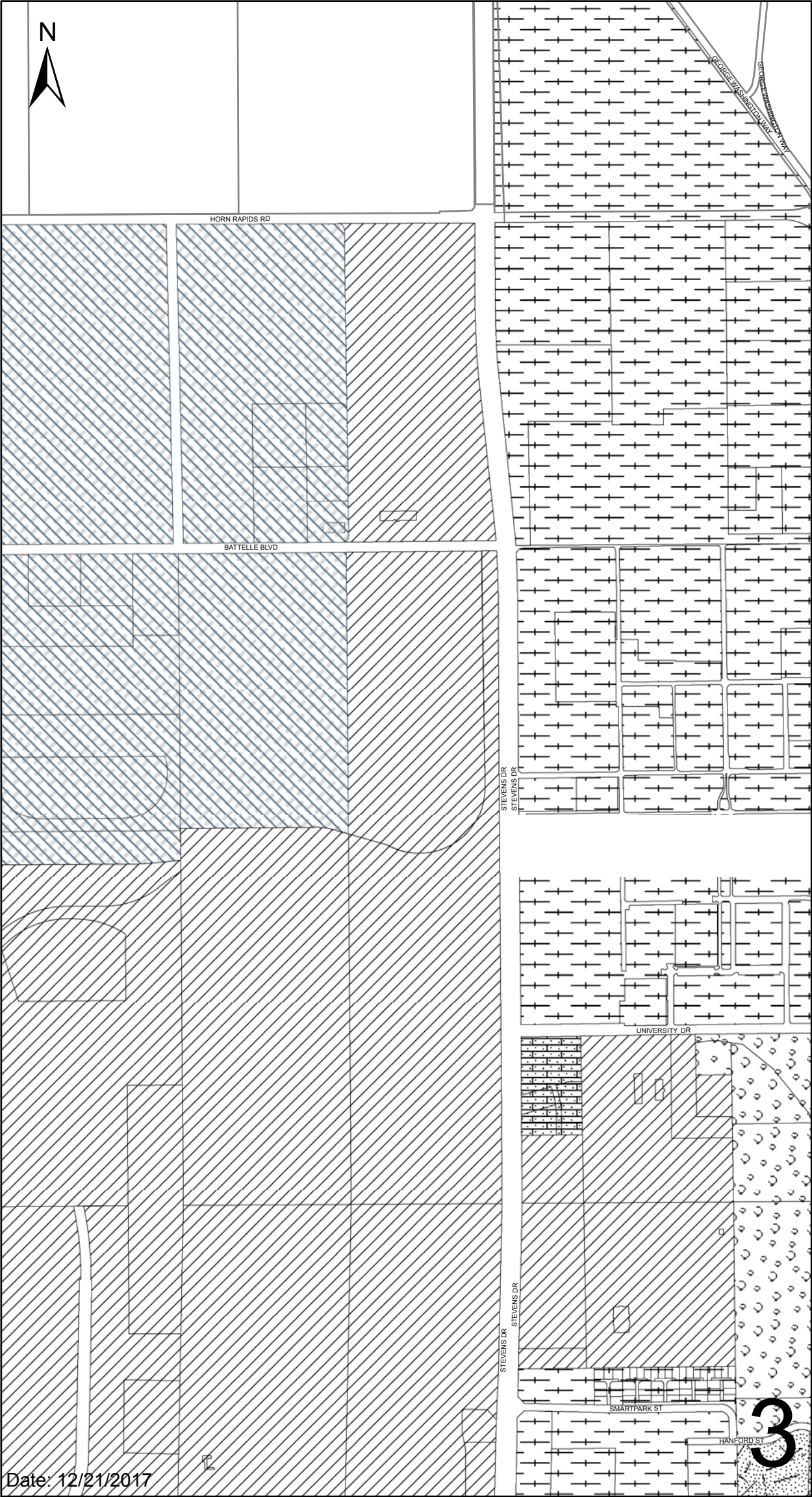
UNINCORPORATED

* Badger Mountain South Area
Zoning districts and regulations for this area are set forth in the Master Agreement and associated Land Use and Development Regulations (LUDR) for Badger Mountain Master Planned area.
Adopted 12/7/2012 by Resolution Number 77-10.

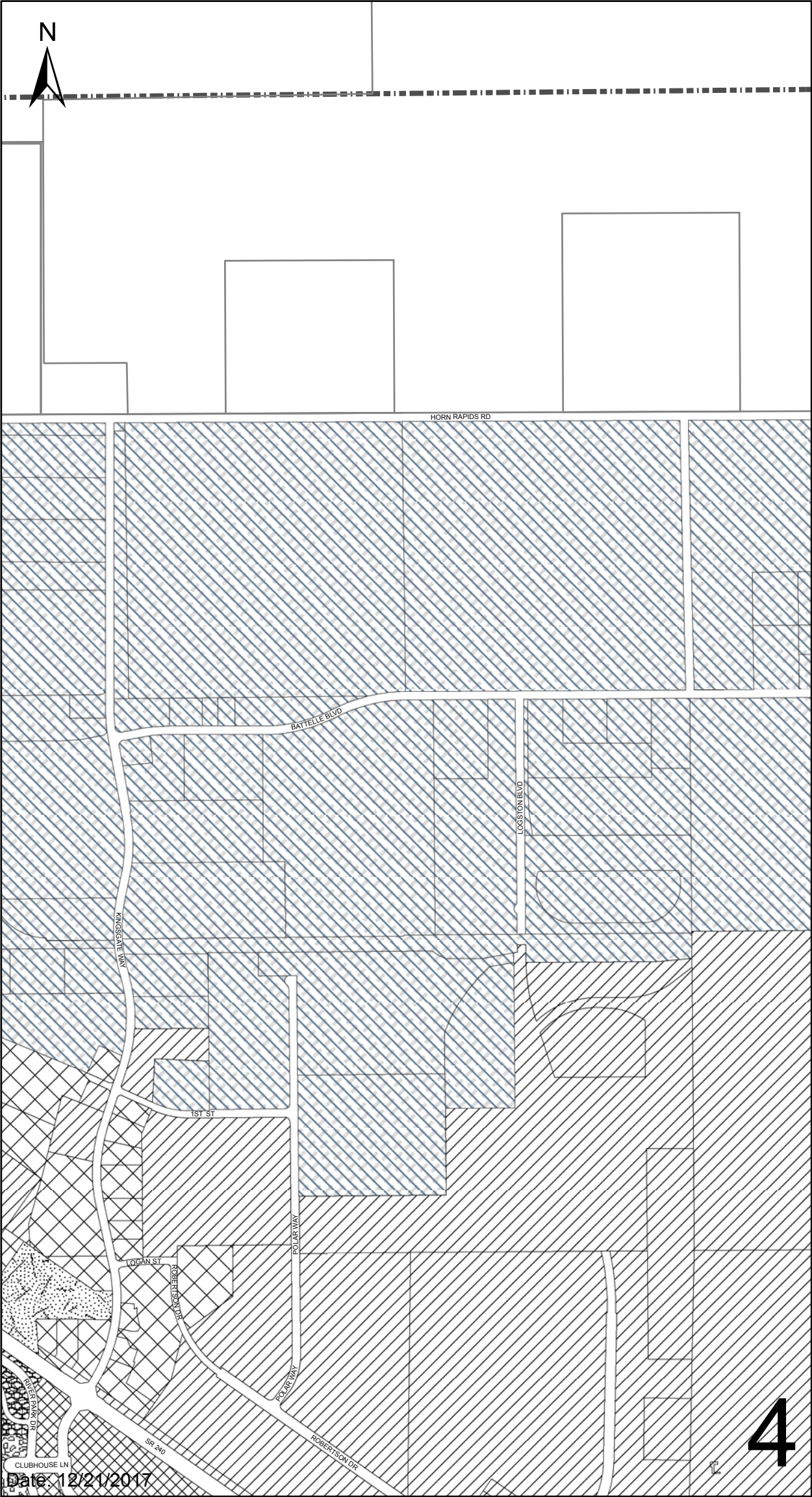


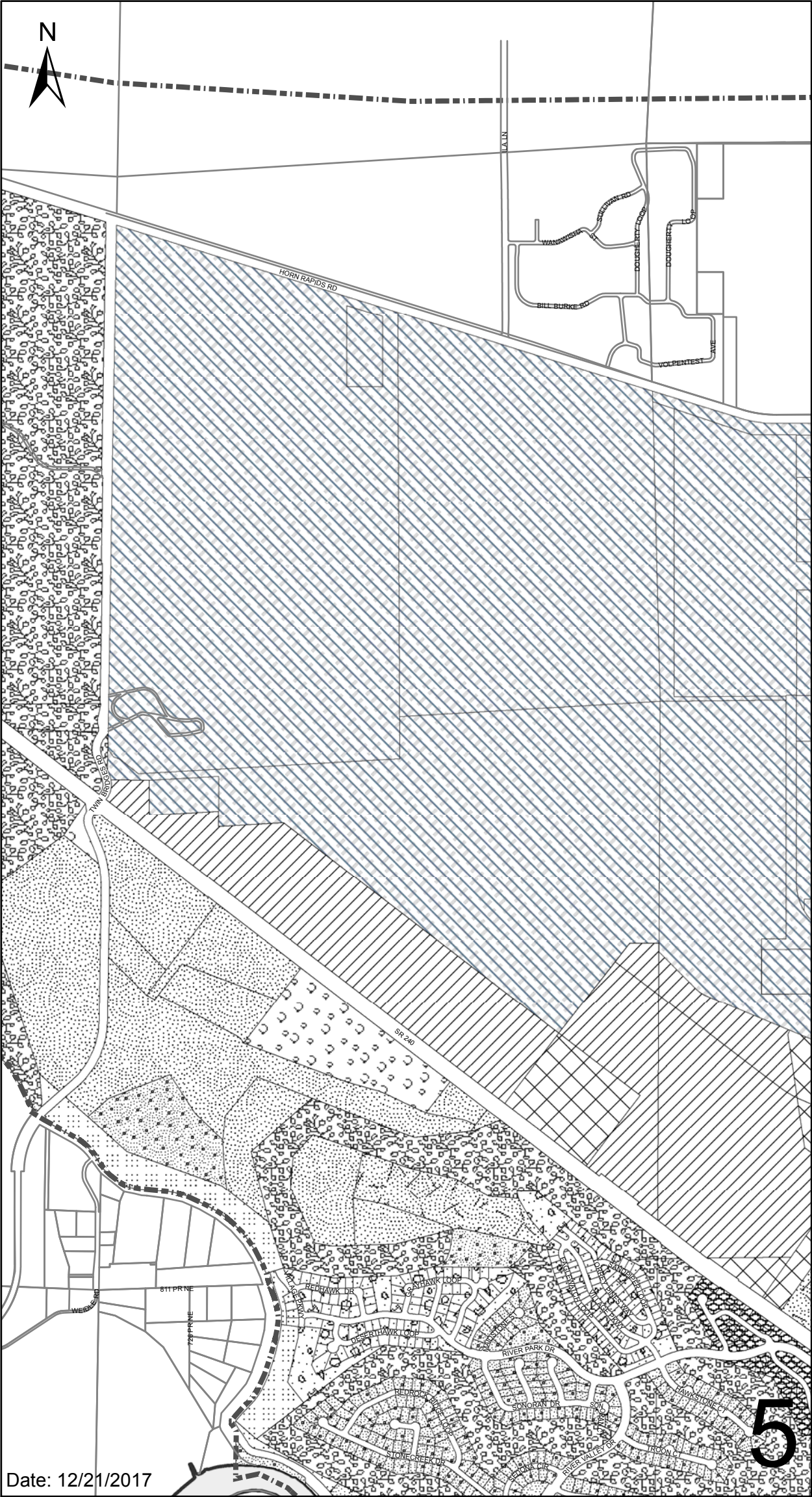
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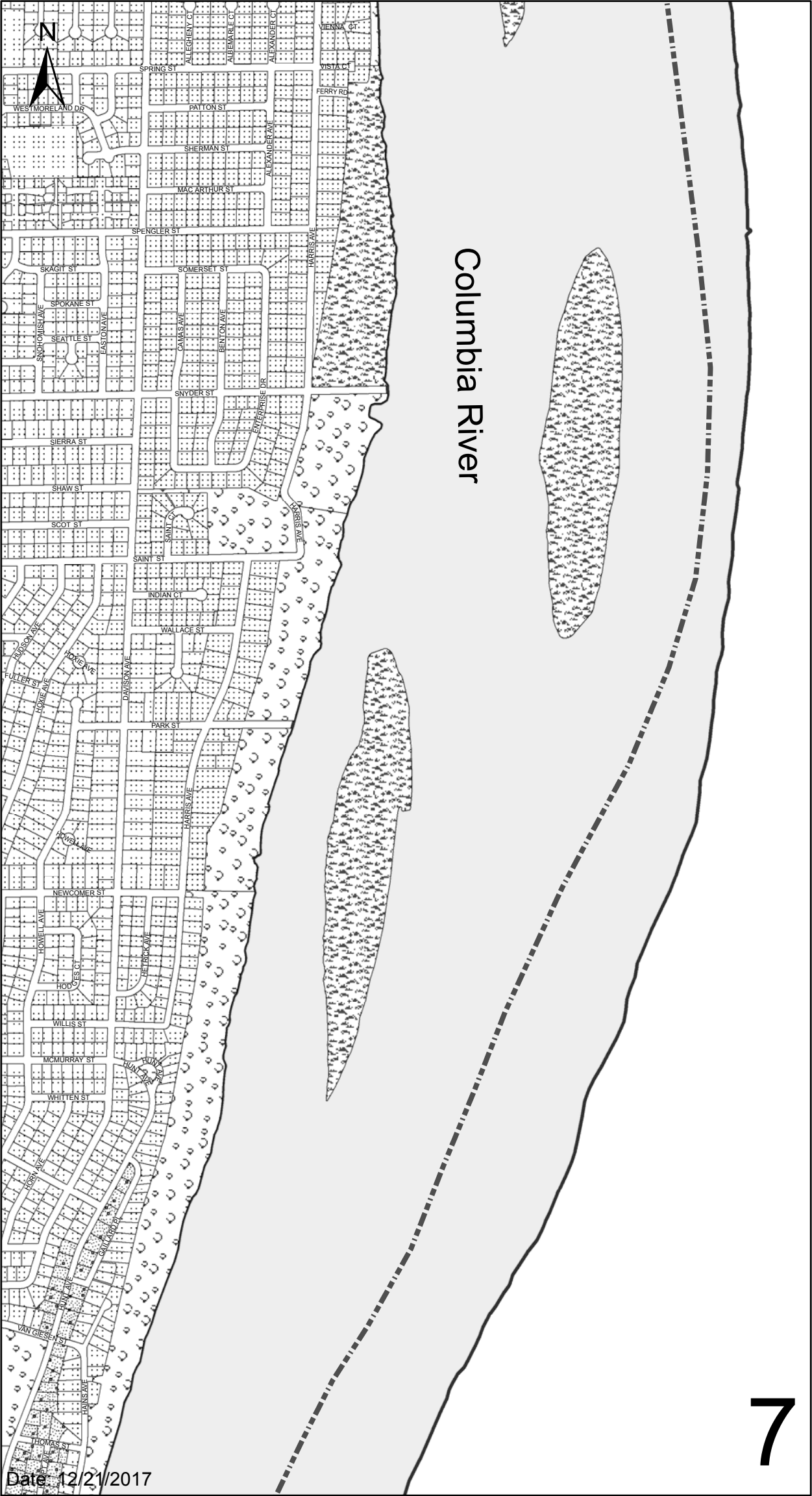
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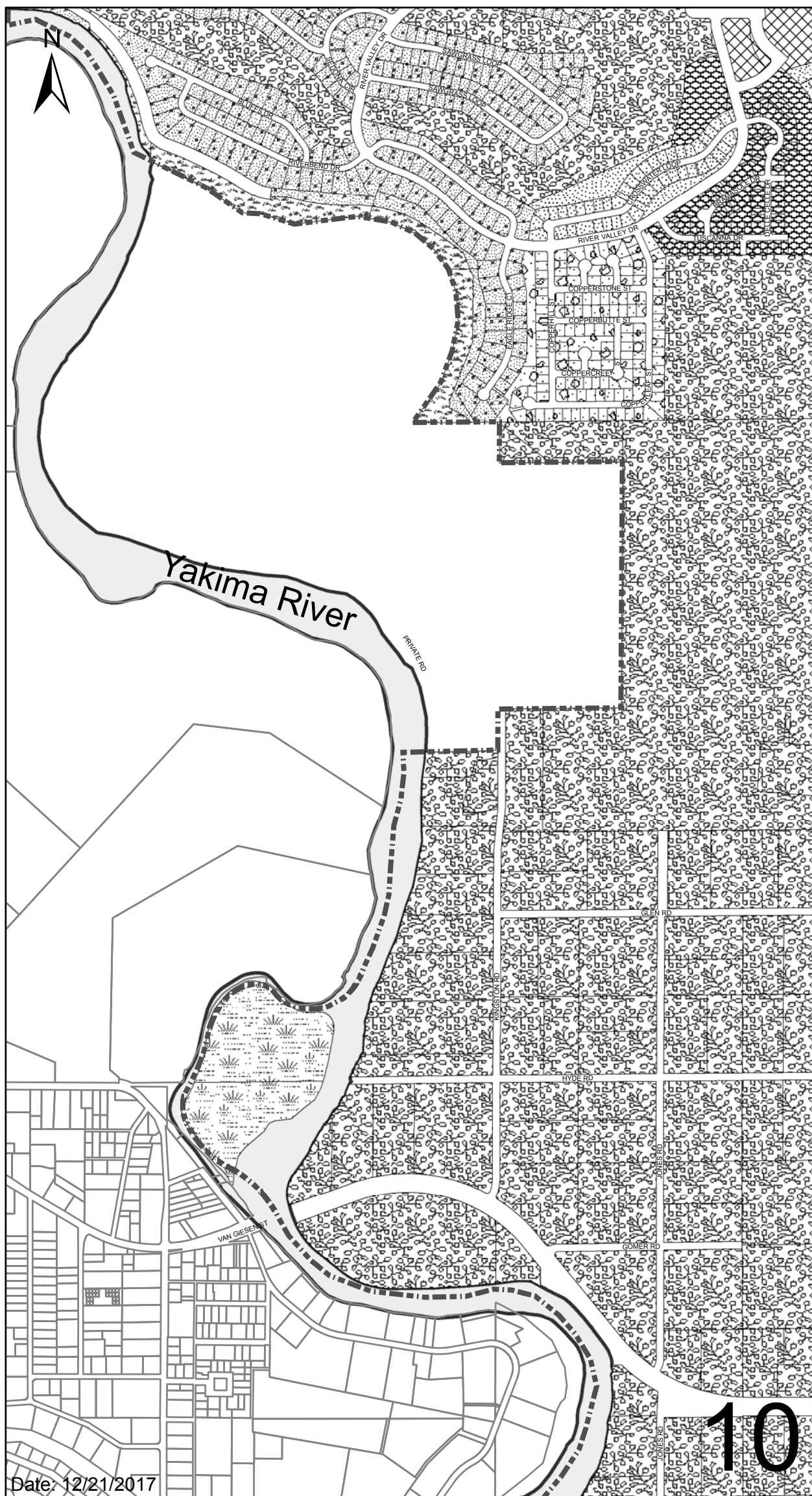


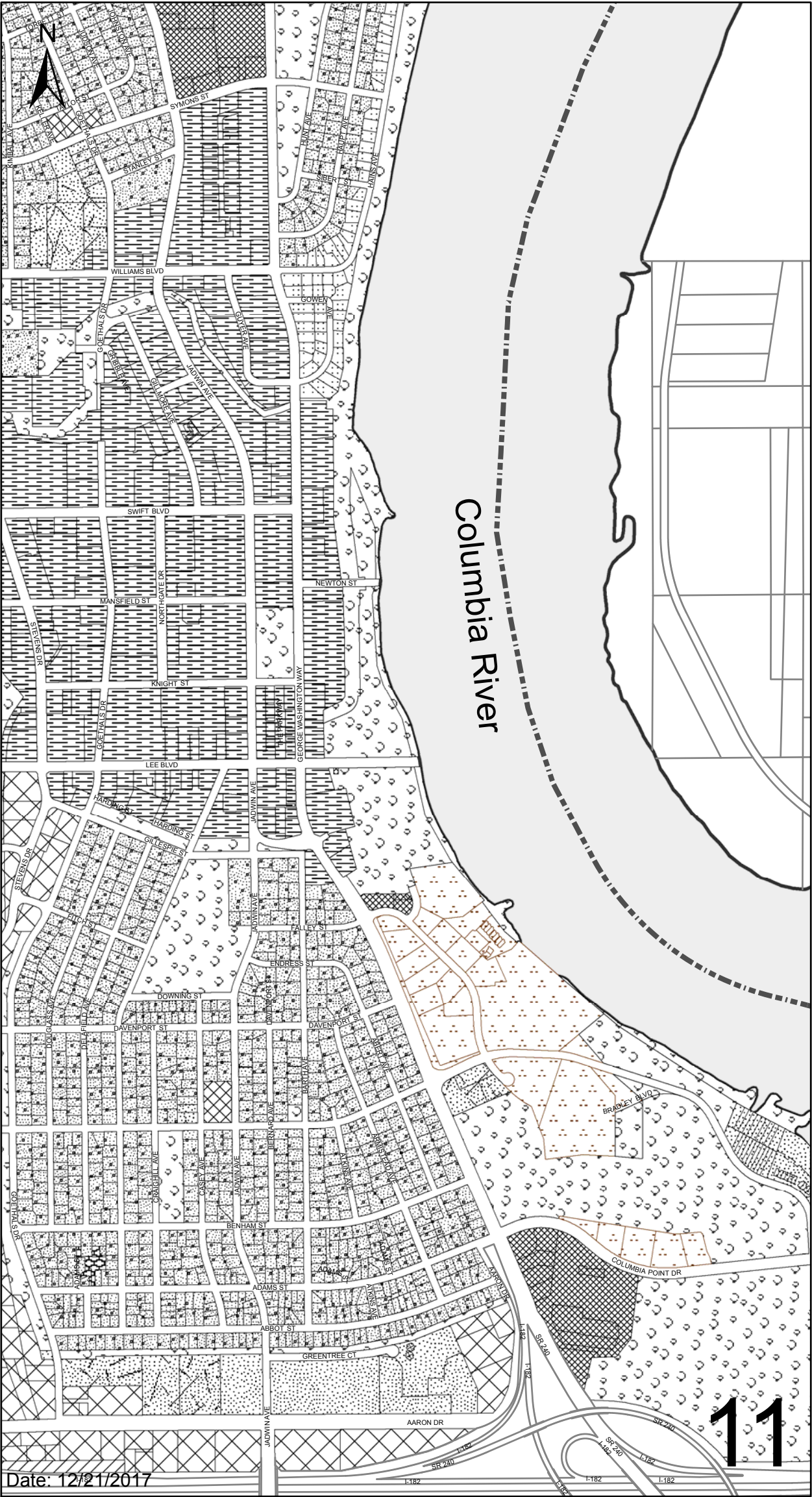
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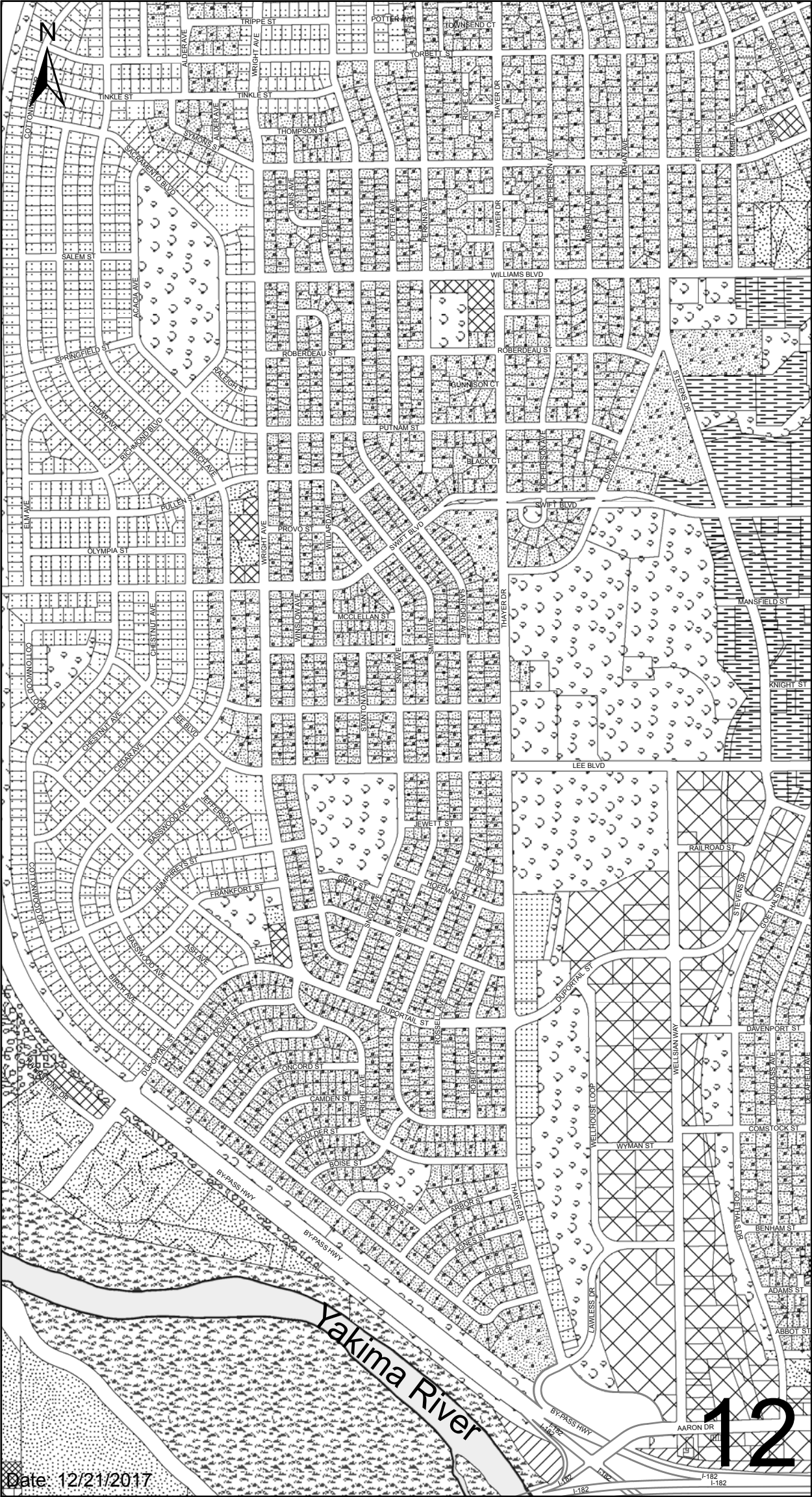
Columbia River

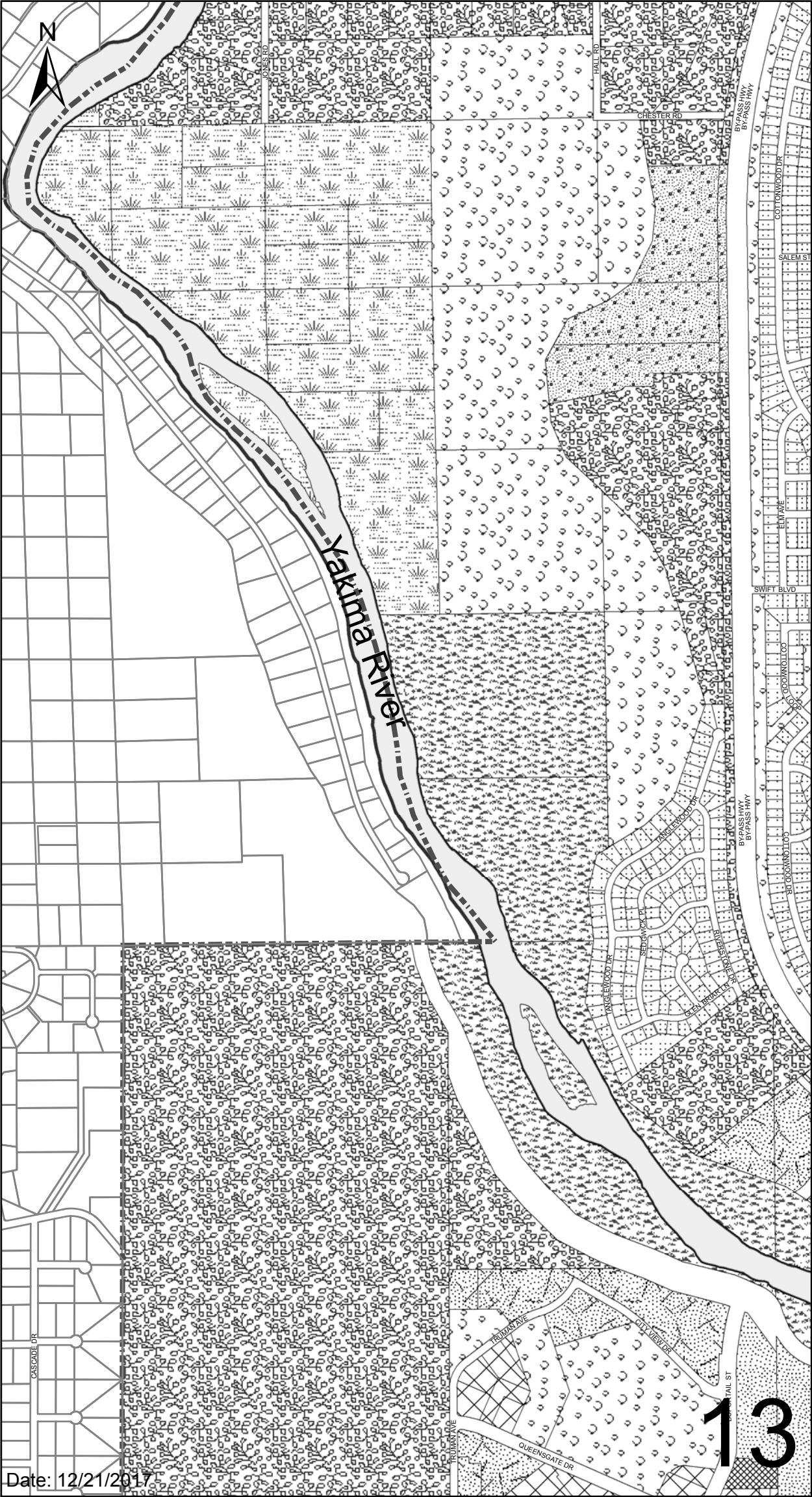




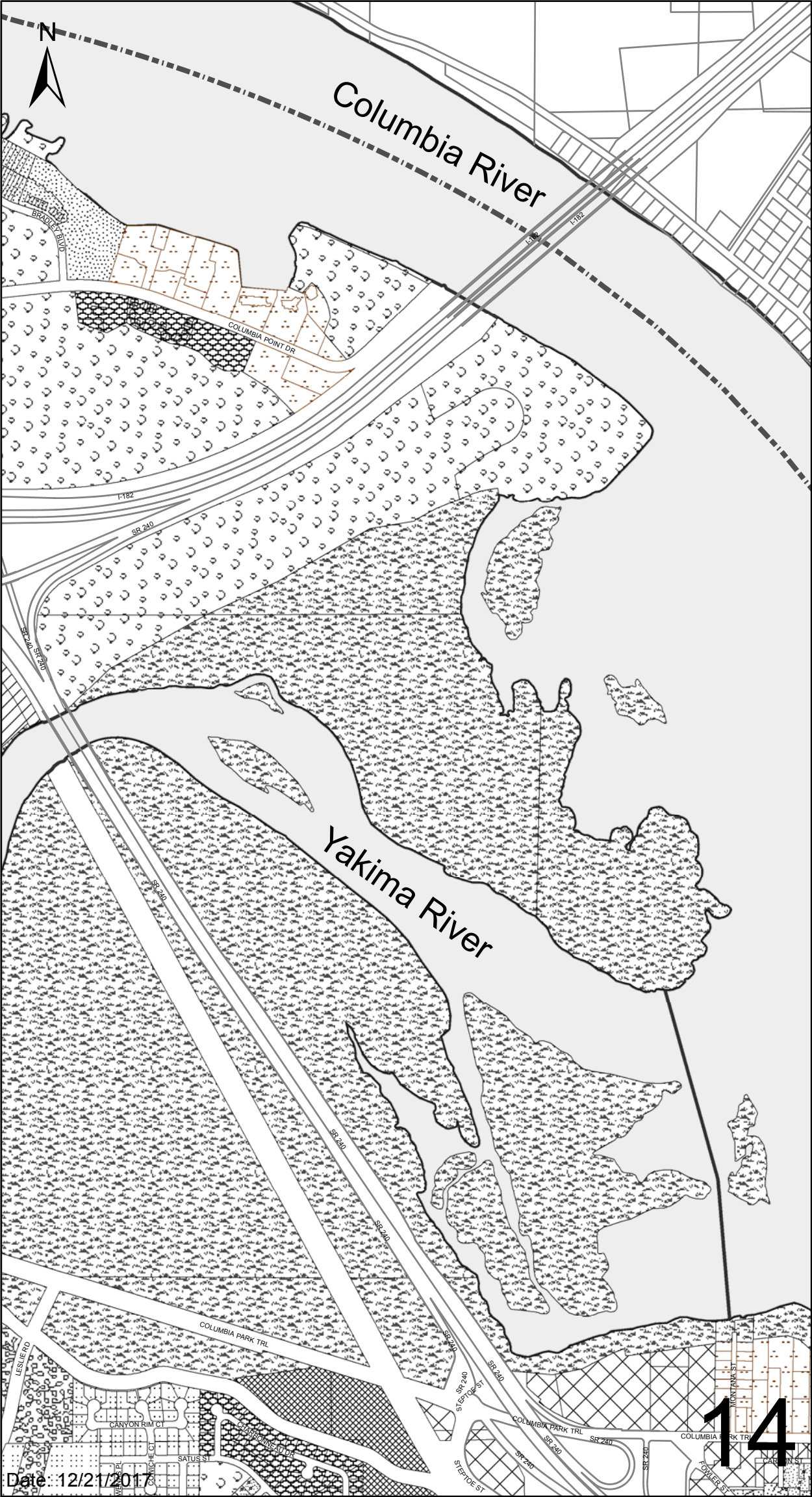


Columbia River

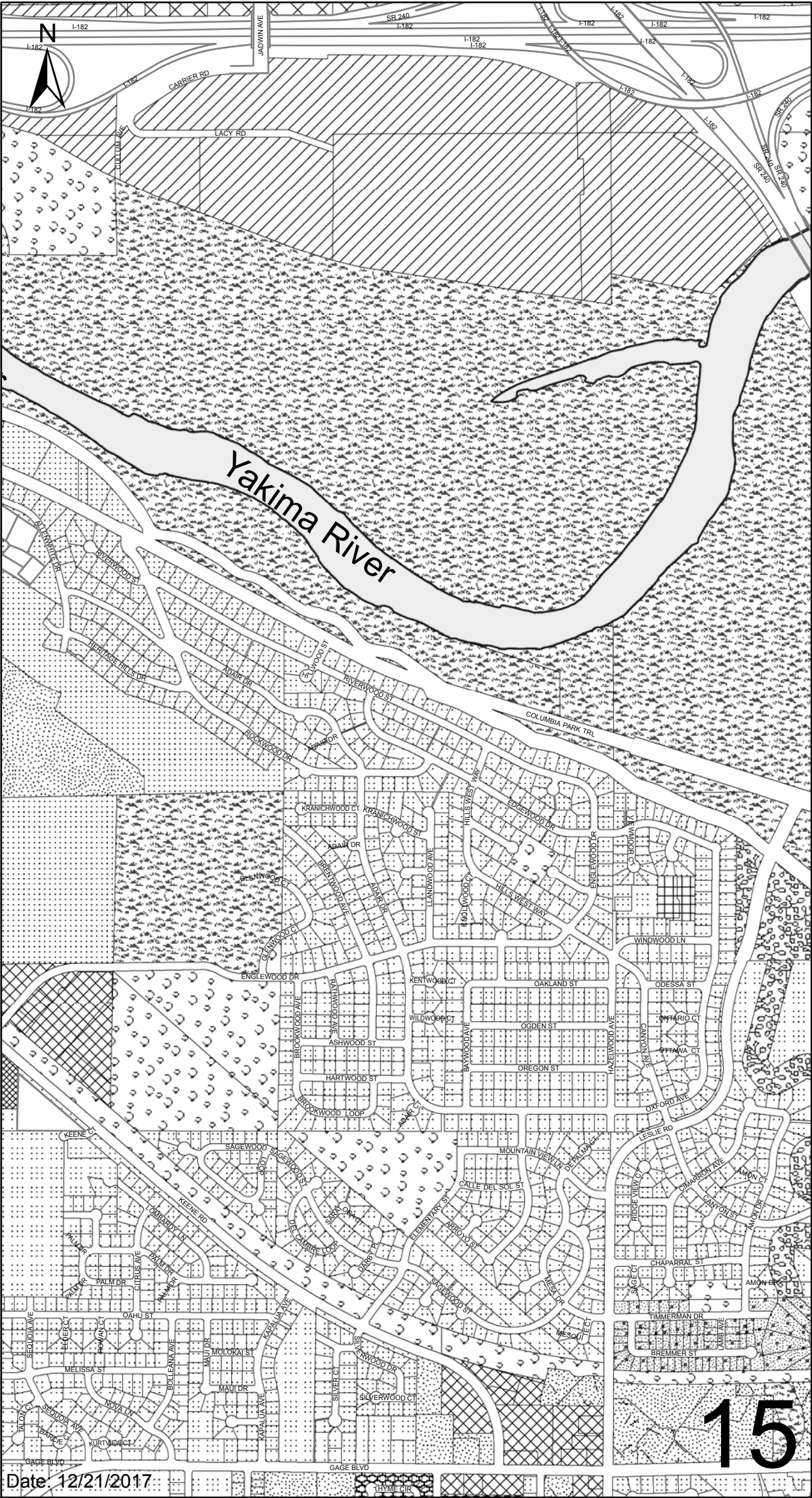




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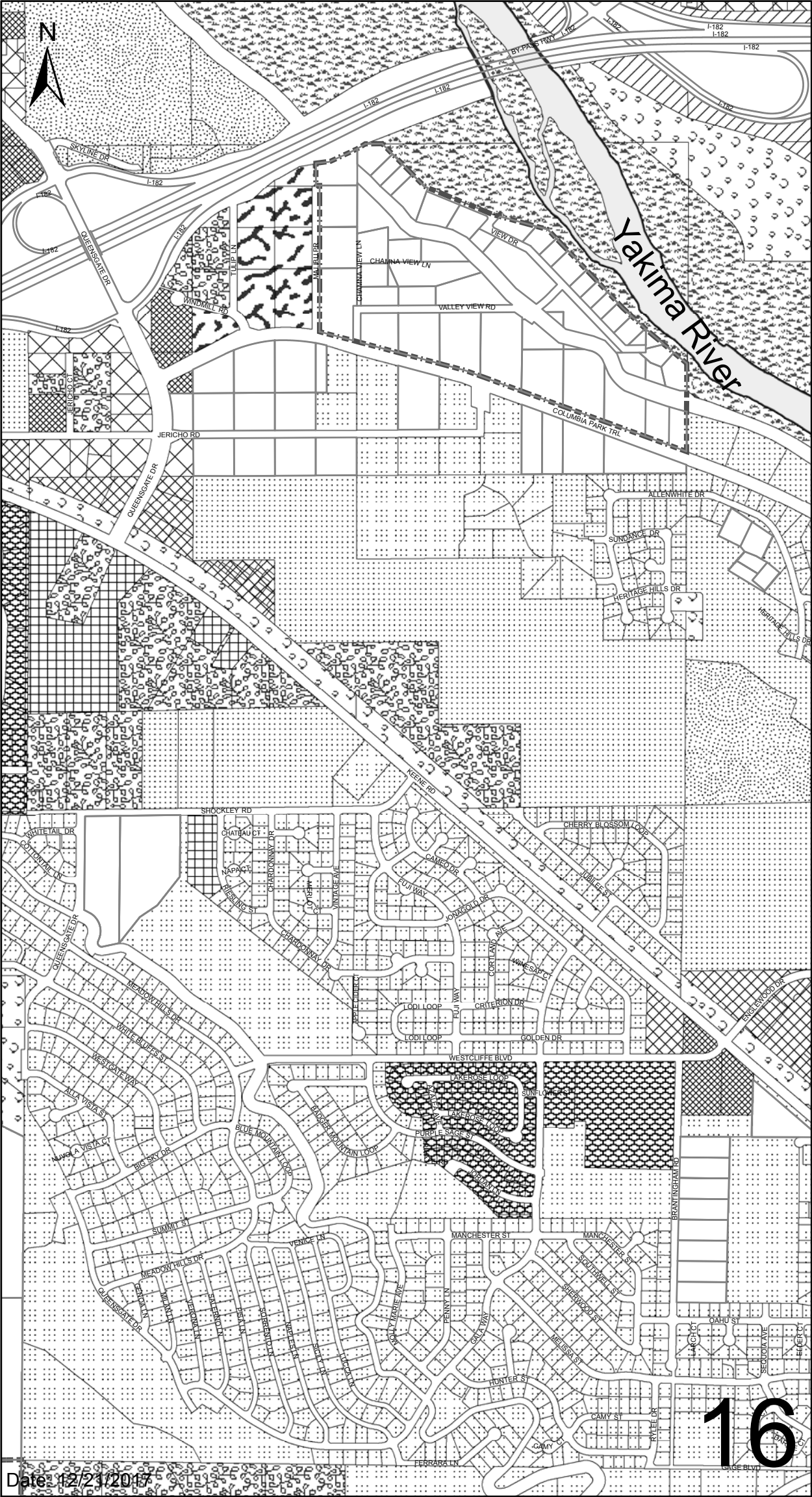


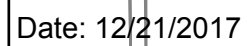
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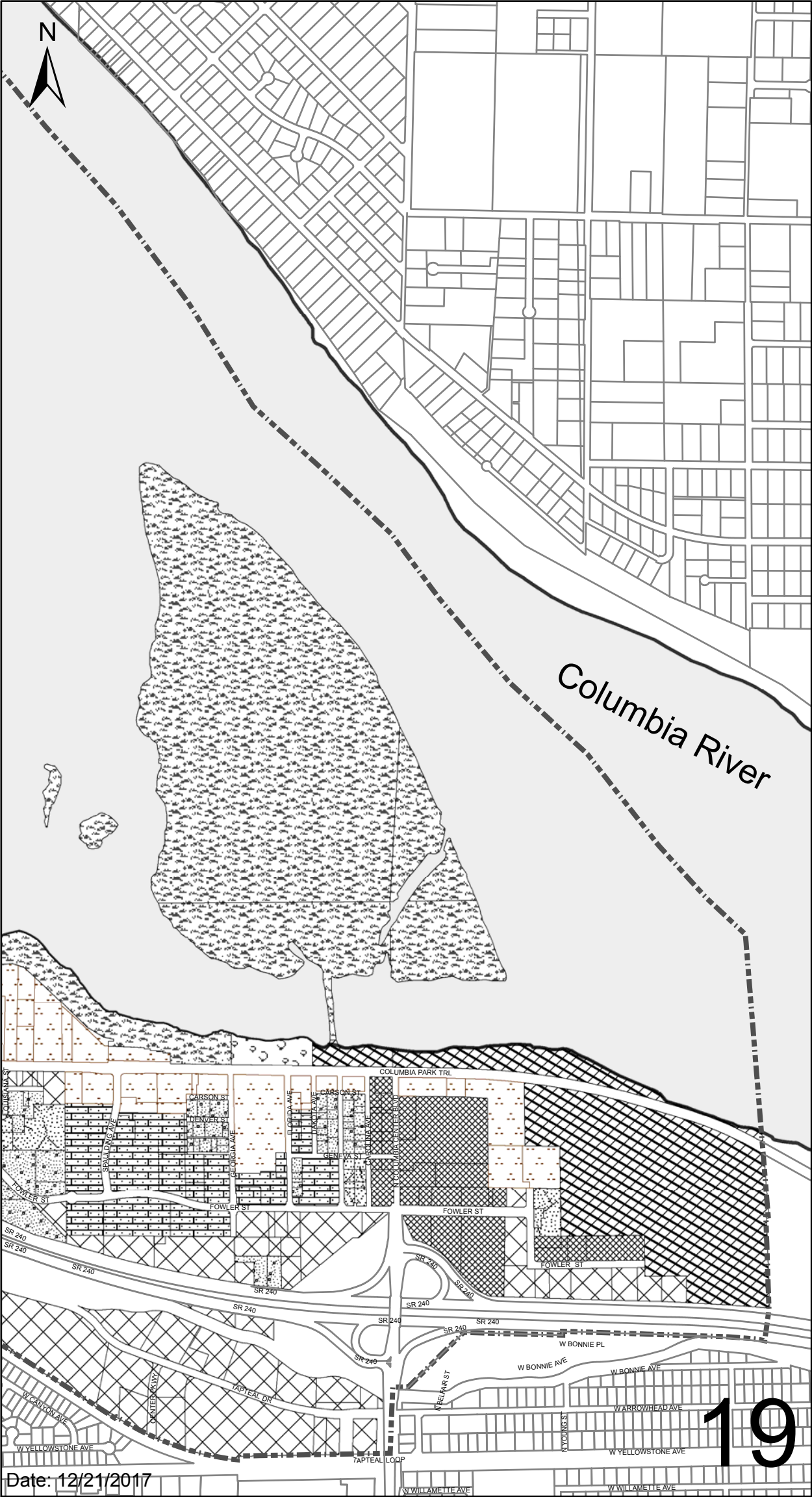


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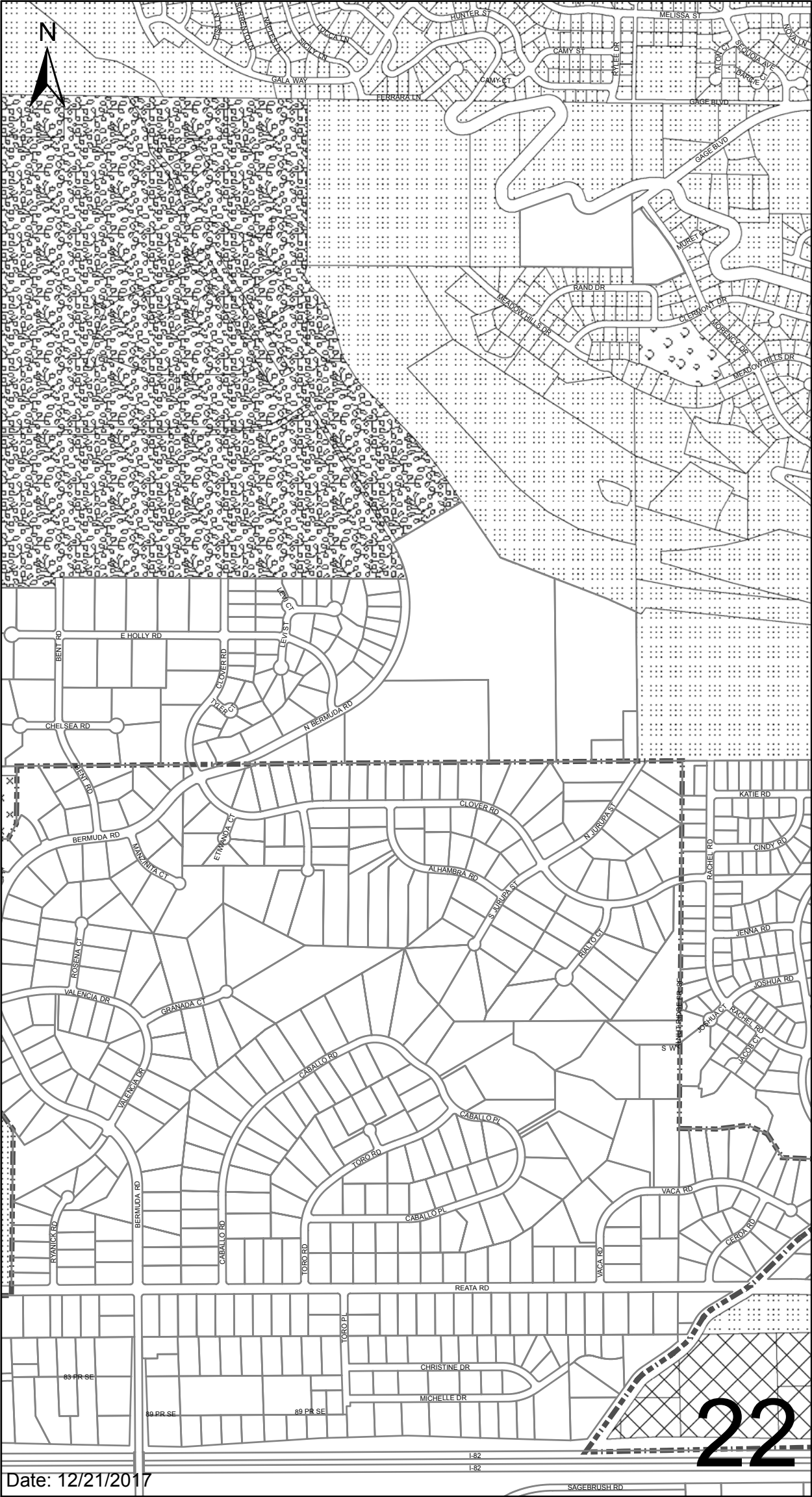




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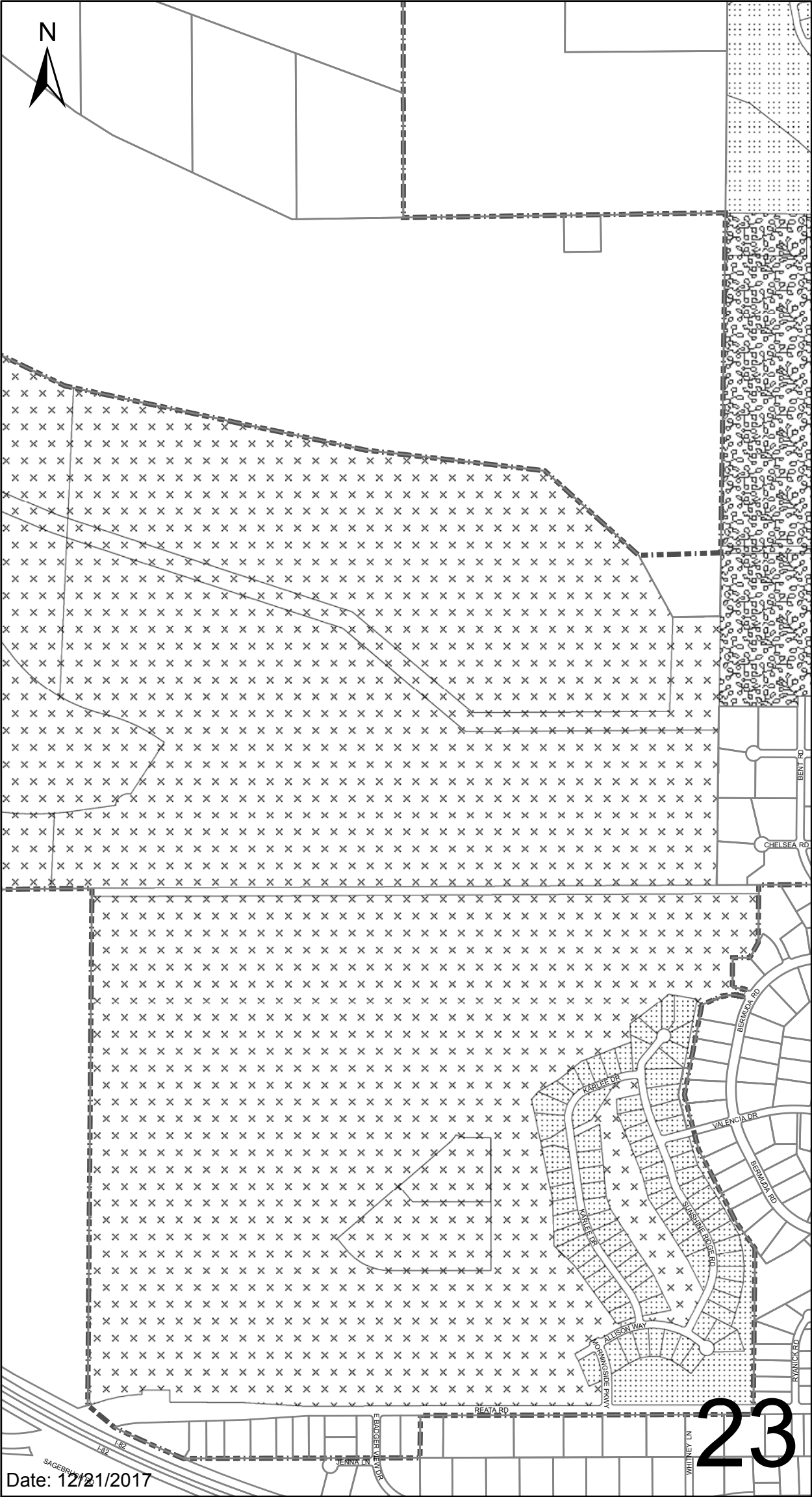


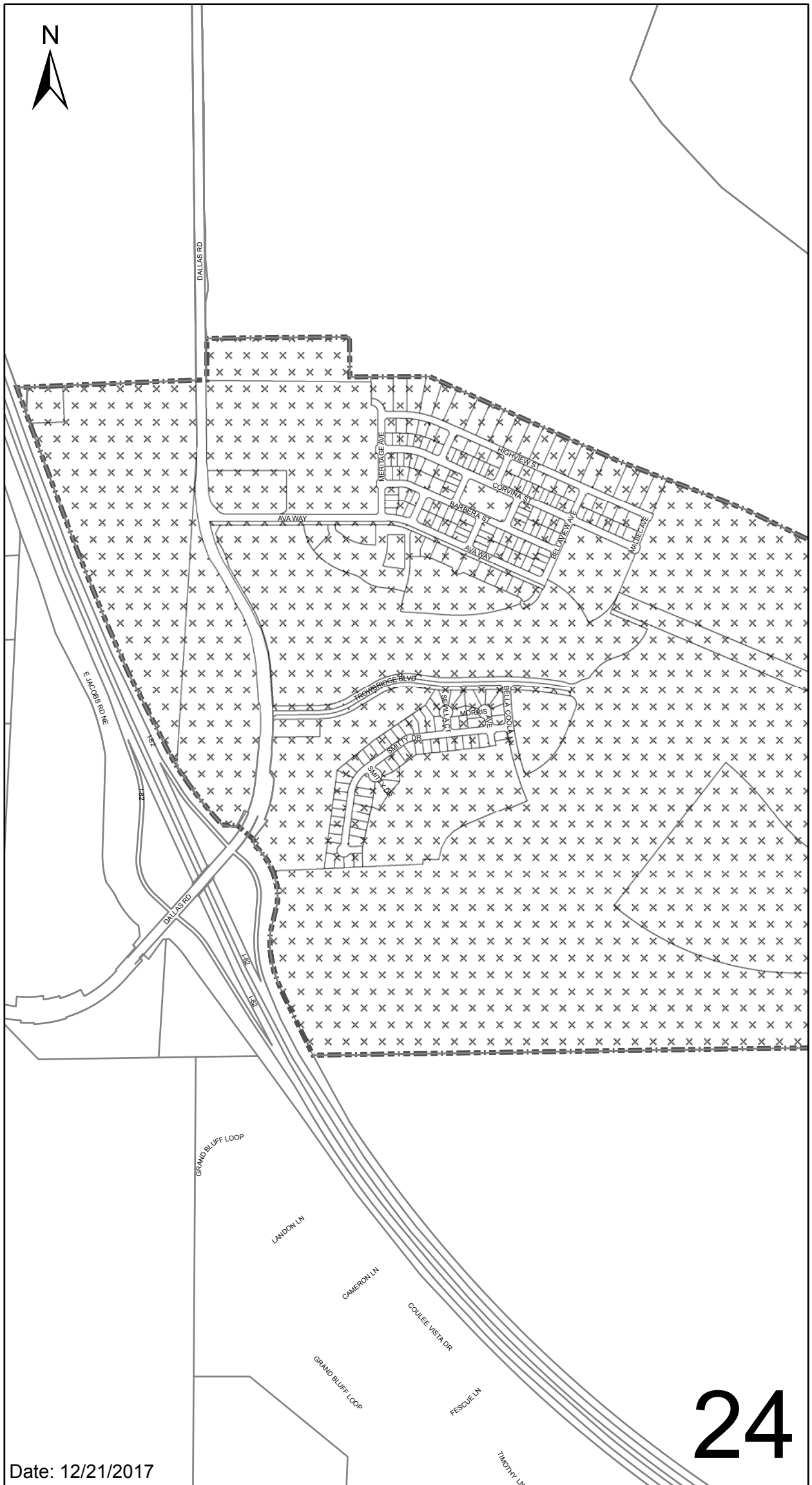
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Date: 12/21/2017

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STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2017-107

PREPARED BY: RICK SIMON
MEETING DATE: DECEMBER 20, 2017

GENERAL INFORMATION:

APPLICANT: CITY OF RICHLAND

REQUEST: TEXT AMENDMENTS TO SECTION 23.08.040 CONCERNING THE
OFFICIAL ZONING MAP

LOCATION: CITYWIDE

REASON FOR REQUEST:

The City maintains an official zoning map adopted in City code. The current map is outdated.

FINDINGS AND CONCLUSIONS

Staff has drafted text amendments to Section 23.08.040 of the Richland Municipal Code and submits that:

1. The existing official zoning map referenced in the existing code is a series of 64 sheets that need to be updated manually;
2. The City's existing GIS system is used to maintain City zoning and is relied upon by City staff and also by the public as the map is posted on the City's website;
3. Efficiency and accuracy would be improved through the adoption of the City's GIS map as the official zoning map of the City;
4. Based upon the above findings and conclusions, the adoption of the proposed amendments to Section 23.08.040 of the Richland Municipal Code designing the City GIS Map Book as the official zoning map of the City is in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (Z2017-107) and recommend to the City Council adoption of the proposed code amendments to RMC Sections 23.08.040.

ATTACHMENTS

- A. Supplemental Information
- B. Existing Official Zoning Map Sheets (partial set)
- C. Proposed Official Zoning Designation GIS Map Book (full set)

SUPPLEMENTAL INFORMATION

EXISTING CODE

The current City regarding the official zoning map of the City reads as follows:

23.08.040 Zoning map.

The above use districts and the boundaries of such use districts are established as shown on a series of sectional maps, numbered 1 through 64 and marked “Exhibit A.” The sectional maps constitute the official zoning map of the city of Richland, which official map is by this reference made a part of this title. Such map, consisting of the sectional maps above referred to and all amendments thereto, shall be filed in the office of the city clerk. The amendment of any of the sectional maps shall be an amendment of the official zoning map. Each copy of this title, prepared by or under the direction of the city, shall include facsimiles of the sectional maps comprising the official map.

PROPOSED CODE CHANGES

The proposed code change would read as follows:

The above use districts and the boundaries of such use districts are established as shown on a series of sectional maps, numbered 1 through ~~64~~ 24 and marked ~~“Exhibit A.”~~ “City of Richland Official Zoning Designation GIS Map Book”. The sectional maps constitute the official zoning map of the city of Richland, which official map is by this reference made a part of this title. Such map, consisting of the sectional maps above referred to and all amendments thereto, shall be filed in the office of the city clerk. The amendment of any of the sectional maps shall be an amendment of the official zoning map. Each copy of this title, prepared by or under the direction of the city, shall include facsimiles of the sectional maps comprising the official map.

ANALYSIS

The City’s present official zoning map has been in place since at least the 1960’s and has been manually updated incrementally with every zone change and annexation over the years. For day to day use, the map no longer serves a useful function, having been supplanted by the City’s GIS mapping system. The official map does serve an important legal function though; it serves as the City’s official reference for zoning. With

every zoning map amendment or annexation, the ordinance specifically cites the sectional map to be amended.

As all ordinances are recorded with the Benton County Auditor, the ordinance is subject to the document standards maintained by the County. Those standards mandate the use of black and white copies only. The typical zoning map, which usually displays the various zoning categories using color cannot be used for this purpose. Therefore, the proposed map book uses only patterns with minimal color, which is easily distinguished when copied as a black and white document.

The current GIS mapping system provides better quality mapping, is more easily and efficiently updated and can be readily reproduced.

SUMMARY

The proposed code amendments would provide as improved method of maintaining the City's official zoning map.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 04-18, Amending Chapter 3.16 of the Richland Municipal Code related to Contractors' Bonds

Department:
City Attorney

Ordinance/Resolution Number:
04-08

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 04-18, amending Chapter 3.16 RMC related to contractors' bonds.

Summary:

In 2017, the State legislature made changes to the public works statute regarding small public works projects. Previously, for projects \$35,000 or less, there was an option to accept 50% retainage in lieu of a contract bond (payment & performance). The new law did away with the 50% option. Under the new law, for projects valued at \$150,000 or less, the contractor may request 10% retainage in lieu of a bond. The City has the right to deny the 10% request, but the 50% retainage option is no longer an available alternative.

Chapter 3.16 RMC, as written, does not align with RCW 39.08.010. Aside from conflicting with State law, the current code's inflexibility reduces the City's ability to obtain competitive quotes or bids from multiple contractors, thus limiting the City's choice of contractor and resulting in higher cost for small works projects. By amending Chapter 3.16 RMC to mesh with the State's public works statutes, the City is empowered to evaluate risk and determine when, if ever, it is appropriate to authorize the "10% retainage in lieu of a bond" option.

The City has already established an internal policy and procedure for evaluating application of RCW 39.08.010. For all small works contracts valued \$45,000 and under, the Project Manager (PM) will agree to the 10% retainage option, if requested, unless the contract has risk elements that warrant a bond pursuant to RCW 39.08.010(4). For all small works contracts valued between \$45,001 and \$90,000, the presumption is that a bond will be required, and that the 10% retainage option requested by the contractor will be denied; PROVIDED, however, that if the PM can make a valid business case and obtain Department Head concurrence, the 10% retainage option may be granted in lieu of the bond. For all small works contracts valued over \$90,000, a bond is required and a request for the 10% retainage will be denied.

Staff recommends approval of Ordinance No. 04-08 for second reading and passage.

Fiscal Impact:

There is no fiscal impact associated with adoption of this ordinance.

Attachments:

- I. Ordinance No. 04-18

ORDINANCE NO. 04-18

AN ORDINANCE of the City of Richland amending Chapter 3.16 of the Richland Municipal Code regarding Contractor's Bonds.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to bring local ordinances into compliance with state law; and

WHEREAS, Chapter 3.16 RMC addresses contractor bonds; and

WHEREAS, revisions to Chapter 3.16 RMC are required to bring the City's code into compliance with Washington State public works statutes regarding small public works projects.

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

Section 1. RMC Chapter 3.16, titled Contractors' Bonds, as enacted by Ordinance No. 129, shall be amended to read as follows:

3.16.010 Bond required.

A. As required by the City, whenever competitive quotes or bids are required, a bidder shall make a deposit in the form of a certified check or bid bond in an amount equal to not less than five percent of the total bid, which percentage shall be specified in the call for bids. As part of any bid submitted, the bidder shall be required to warrant that the bid is a genuine bid, and that he/she has not entered into collusion with any other bidder or any other person.

B. All public works contractors shall furnish a payment and performance bond in an amount equal to the total amount of the contract on a form approved by the city attorney. Such bond shall be filed with the finance director. No contract requiring such bonds shall be valid or binding upon the city until the bonds are delivered to the city. In lieu of a payment and performance bond on contracts less than the dollar threshold provided under RCW 39.08.010, as now enacted or hereafter amended, a contractor may request to have the city accept the percentage allowed by RCW 39.08.010 of the contract retained for a period of 30 days after the date of final acceptance or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. Following the provisions of RCW 39.08.030, the city may, at its option, reduce the amount of a performance bond to not less than 25 percent of the total contract amount for on-call and scheduled maintenance contracts.
~~Every person, firm or corporation who contracts with the city to do any work or make any improvements for the city shall make, execute and deliver to the city a good and sufficient bond, with two or more sureties, or with a surety company authorized to do business in the state, conditioned as required by RMC 3.16.020, in an amount equal to the full contract price and shall be to the city of Richland,~~

~~Washington. Such bond shall be filed with the director of finance. No such contract shall be valid or binding upon the city until the bond is delivered to the city.~~

3.16.020 Conditions of bond.

~~Such b~~Bonds required under RMC 3.16.010 shall be conditioned that the contractor shall faithfully perform such contract according to its terms, provisions and stipulations and pay all laborers, mechanics and subcontractors and materialmen and all persons who shall supply the contractor or subcontractor with provisions and supplies for the carrying on of the work, and to comply with all requirements of general laws and of the Charter and ordinances of the city.

3.16.030 Bond – Benefit – Right of action.

Such bond shall be for the benefit and use of the city and also for the use and benefit of all laborers, mechanics, subcontractors, materialmen and all persons who supply the contractor and subcontractor with provisions and supplies for the carrying on of work. All such persons shall have a right of action in their own names upon the bond, as provided in RCW 39.08.030, upon complying with all the requirements as to notice of RCW 39.08.030, and in the case of persons furnishing materials, supplies or provisions to a subcontractor to be used in carrying on the work, with the provisions of RCW 39.08.065.

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, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 11, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 05-18, Amending Chapter 10.02 of the Richland Municipal Code related to Code Enforcement Violations and Procedures

Department:

City Attorney

Ordinance/Resolution Number:

05-18

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 05-18, amending Chapter 10.02 of the Richland Municipal Code regarding violations and procedures.

Summary:

The City has need, from time to time, to update the Richland Municipal Code (RMC) to bring it into alignment with the development of current practices, or to eliminate conflicts and ambiguities.

Ordinance No. 05-18 has been drafted to remedy three issues identified in RMC 10.02.060 related to the procedures by which the City processes nuisance code violations.

The proposed edits will eliminate a current conflict regarding assessment of monetary penalties, and will also allow a practical length of time to schedule code enforcement board hearings and to issue orders of the Richland Code Enforcement Board.

Staff recommends approval of Ordinance No. 05-18 for second reading and passage.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 05-18

ORDINANCE NO. 05-18

AN ORDINANCE of the City of Richland amending Chapter 10.02 of the Richland Municipal Code regarding code enforcement violations and procedures.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to eliminate conflicts and ambiguities, and to bring local ordinances into alignment with updated practices; and

WHEREAS, Chapter 10.02 RMC addresses violations and procedures for nuisance code enforcement; and

WHEREAS, amendments to RMC 10.02.060 are warranted to eliminate a conflict existing in the code and to allow a practical length of time to schedule code enforcement board hearings and issue orders of the Code Enforcement Board.

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

Section 1. RMC 10.02.060, titled Hearing before the code enforcement board, as enacted by Ordinance No. 04-10 and last updated by Ordinance No. 19-12, shall be amended to read as follows:

10.02.060 Hearing before the code enforcement board.

A. Notice. A person to whom a notice of civil violation is issued will be scheduled to appear at a hearing before the code enforcement board at the next regularly scheduled code enforcement board meeting.~~not less than 10 calendar days after the notice of civil violation is issued.~~

B. Prior Correction of Violation. A minimum \$50.00 penalty shall be assessed regardless if the required corrective action is completed prior to the scheduled hearing.

C. Procedures. The code enforcement board shall conduct a hearing on the civil violation pursuant to the rules of procedure of the code enforcement board. The applicable department director and the person to whom the notice of civil violation was directed may participate as parties in the hearing and each party may call witnesses. The city shall have the burden of proof to demonstrate by a preponderance of the evidence that a violation has occurred and that the required corrective action is reasonable. The determination of the applicable department director as to the need for the required correction action shall be accorded substantial weight by the code enforcement board in determining the reasonableness of the required corrective action.

D. Decision of the Code Enforcement Board.

1. The code enforcement board shall determine whether the city has established by a preponderance of the evidence that a violation has occurred and that the required

corrective action is reasonable and shall affirm, vacate, or modify the city's decision regarding the alleged violation and/or the required corrective action, with or without written conditions.

2. The code enforcement board shall issue an order to the person responsible for the violation which contains the following information:

a. The decision regarding the alleged violation including findings of fact and conclusion based thereon in support of the decision.

b. The required corrective action.

c. The date and time by which the correction must be completed.

d. The monetary penalties assessed based on the criteria in subsection (D)(3) of this section.

e. The date and time after which the city may proceed with abatement of the unlawful condition if the required correction is not completed.

3. Assessment of Monetary Penalty. Monetary penalties assessed by the code enforcement board shall be in accordance with the monetary penalty schedule in RMC 10.02.050(E). The code enforcement board shall have the following options in assessing monetary penalties:

a. Assess monetary penalties beginning on the date the notice of civil violation was issued and thereafter; or

b. Assess monetary penalties beginning on the correction date set by the applicable department director or an alternate correction date set by the code enforcement board and thereafter; or

~~c. Assess no monetary penalty; or~~

~~c.~~ Assess less than the maximum monetary penalty.

4. Determining the Monetary Penalty Assessment. When determining the monetary penalty assessment, the code enforcement board shall consider the following factors:

a. Whether the person responded to staff attempts to contact the person and cooperated with efforts to correct the violation;

b. Whether the person failed to appear at the hearing;

c. Whether the violation was a repeat violation;

d. Whether the person showed due diligence and/or substantial progress in correcting the violation;

e. Whether a genuine code interpretation issue exists; and

f. Any other relevant factors.

The code enforcement board may double the daily monetary penalty schedule if the violation is a repeat violation. In determining the amount of the monetary penalty for repeat violations the code enforcement board shall consider the factors set forth in subsection (D)(3) of this section.

E. Notice of Decision. The code enforcement board shall mail, by both first class and certified mail, a copy of the decision to the appellant ~~and to the applicable department director~~ within ~~120~~ working business days of the hearing.

F. Failure to Appear. If the person to whom the notice of civil violation was issued fails to appear at the scheduled hearing, the code enforcement board will enter an order finding that the violation occurred and assess the appropriate monetary penalty. The city will carry out the code enforcement board's order and recover all related expenses, plus the cost of the hearing and any monetary penalty from that person.

G. Appeal to Superior Court. An appeal of the code enforcement board's decision must be filed no later than 5:00 p.m. on the fourteenth day following the date the written decision is provided to the person responsible for the violation.

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, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 11, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 06-18, Amending RMC Title 9: Crime, related to Violation of Court Orders

Department:
City Attorney

Ordinance/Resolution Number:
06-18

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 06-18, amending RMC Title 9: Crime, related to violation of court orders.

Summary:

The City has need, from time to time, to amend the Richland Municipal Code to eliminate ambiguities or conflicts.

Ordinance No. 06-18 has been drafted to eliminate an ambiguity in the existing code that may lead to a possible due process concern if not remedied. As written, the City's statute for *Violation of Court Order* spreads the elements of the offense and the penalty into two separate code sections. This structure creates challenges for the City Prosecutor and Benton County District Court in properly charging the offense in the system. To remedy this, edits are proposed that would consolidate all elements of the offense and its related penalty into one code section.

The same edits are warranted in both Chapter 9.05 RMC related to domestic violence offenses, and Chapter 9.07 RMC, which addresses order violations where a domestic violence relationship is not present.

Further, in order to eliminate ambiguity, Staff recommends deleting references to two potential order violations that are not criminal under state or local law (i.e., violation of a parentage action order and violation of a dissolution action order). Violations of these types of orders result in action for civil contempt, and should not be included in the City's criminal statute related to order violations.

Staff recommends approval of Ordinance No. 06-18 for second reading and passage.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 06-18

ORDINANCE NO. 06-18

AN ORDINANCE of the City of Richland amending Title 9: Crime, of the Richland Municipal Code relating to violation of court orders.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to eliminate conflicts and ambiguities; and

WHEREAS, Chapters 9.05 and 9.07 RMC address domestic violence and violation of court orders; and

WHEREAS, amendments to Chapters 9.05 and 9.07 RMC are warranted to eliminate an ambiguity in the existing code that could lead to a potential due process concern if not remedied by the City.

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

Section 1. Chapter 9.05 RMC, titled Crimes of Domestic Violence, as enacted by Ordinance No. 20-11, shall be amended to read as follows:

Chapter 9.05 CRIMES OF DOMESTIC VIOLENCE

Sections:

- 9.05.010 Purpose.**
- 9.05.020 Definitions.**
- 9.05.030 Simple assault – Domestic violence.**
- 9.05.040 Reckless endangerment second degree – Domestic violence.**
- 9.05.050 Stalking – Domestic violence.**
- 9.05.060 Coercion – Domestic violence.**
- 9.05.070 Trespass first degree – Domestic violence.**
- 9.05.075 Trespass second degree – Domestic violence.**
- 9.05.080 Destruction of property – Domestic violence.**
- 9.05.090 Violation of court orders – Domestic violence.**
- 9.05.100 Violation of orders – Penalties – Authority to arrest. ~~Domestic violence.~~**
- 9.05.110 Interfering with reporting domestic violence.**
- 9.05.120 Nonliability of peace officer – Domestic violence.**

9.05.090 Violation of court orders – Domestic violence.

A. Definitions. The definitions in this section apply throughout this chapter.

1. “Foreign protection order” means an injunction or other order related to domestic violence or family violence, harassment, sexual abuse, or stalking, for the purpose of preventing violent or threatening acts or harassment against, or contact or communication with, or physical proximity to, another family or household member, issued by a court of another state, territory, or possession of the United States, the Commonwealth of Puerto

Rico, or the District of Columbia, or any United States military tribunal, or tribal court, in a civil or criminal action as defined in RCW 26.52.010(3).

2. "Person entitled to protection" means a person, regardless of whether the person was the moving party in the foreign jurisdiction, who is benefited by the foreign protection order as defined in RCW 26.52.010(6).

3. "Person under restraint" means a person, regardless of whether the person was the responding party in the foreign jurisdiction, whose ability to contact or communicate with another family or household member, or to be physically close to another family or household member, is restricted by the foreign protection order.

B. Violations. Any person violating, within the city of Richland, a court order issued by any court of competent jurisdiction of the state of Washington, when the violation of such court order is a criminal misdemeanor or gross misdemeanor under:

1. Chapter 9A.46 RCW (criminal no-contact order); or

2. Chapter 10.99 RCW (criminal no-contact order); or

3. Chapter 10.14 RCW (anti-harassment order); or

~~4. Chapter 26.09 RCW (dissolution action order); or~~

~~5. Chapter 26.26 RCW (parentage action order); or~~

~~6~~4. Chapter 26.44 RCW (restraining order issued on behalf of an abused child or adult dependent person); or

~~7~~5. Chapter 26.50 RCW (domestic violence protection order); or

~~8~~6. Chapter 26.52 RCW (foreign protection order); or

~~9~~7. Chapter 74.34 RCW (order for protection of a vulnerable adult);

is subject to prosecution for such violation in the Benton County district court the same as any other criminal violation of this title. Whenever an order is granted by the Benton County district court or under any of the RCWs listed herein, and the defendant, respondent, or person to be restrained is a family or household member as defined in RMC 9.05.020 who knows of the order, a violation of any of the following is a gross misdemeanor:

- i. the restraint provisions prohibiting acts or threats of violence against, or stalking of, a protected party, or restraint provisions prohibiting contact with a protected party; or
- ii. a provision excluding the person from a residence, workplace, school, or day care; or

- iii. [a provision prohibiting the person from knowingly coming within, or knowingly remaining within, a specified distance of a location; or](#)
- iv. [a provision of a foreign protection order specifically indicating that a violation will be a crime.](#)

9.05.100 Violation of orders – Penalties – [Authority to arrest.](#) ~~Domestic violence.~~

~~A. Whenever an order is granted by the Benton County district court or under any of the RCWs listed in RMC 9.05.090(B), and the defendant, respondent, or person to be restrained is a family or household member as defined in RMC 9.05.020, who knows of the order, a violation of the restraint provisions or of a provision excluding the person from a residence, workplace, school, or day care, or prohibiting the person from knowingly coming within, or knowingly remaining within, a specified distance of a location, or of a provision of a foreign protection order specifically indicating that a violation will be a crime, for which an arrest is required under RCW 10.31.100(2)(a) or (b), is a gross misdemeanor except as provided in RMC 9.05.090(B)(4) and (5).~~

~~B~~A. A peace officer shall arrest without a warrant and take into custody a person whom the peace officer has probable cause to believe has violated an order issued by the Benton County district court or an order issued pursuant to Chapter 10.99, 26.09, 26.10, 26.26, 26.50, 26.52 or 74.34 RCW, that restrains the person or excludes the person from a residence, workplace, school or day care, or prohibits the person from knowingly coming within, or knowingly remaining within, a specified distance of a location, family member or household member, if the person restrained knows of the order. Presence of the order in the law enforcement computer-based criminal intelligence information system is not the only means of establishing knowledge of the order.

~~C~~B. A violation of an order issued in Benton County district court, or under Chapter 10.99, 26.09, 26.10, 26.26, 26.50, 26.52 or 74.34 RCW, shall also constitute contempt of court, and is subject to the penalties prescribed by law.

~~D~~C. Any assault that is a violation of an order issued by Benton County district court, or under Chapter 10.99, 26.09, 26.10, 26.26, 26.50, 26.52 or 74.34 RCW, that does not amount to assault in the first or second degree under RCW 9A.36.011 or 9A.36.021 is a Class C felony, and any conduct in violation of such an order that is reckless and creates a substantial risk of death or serious physical injury to another family or household member is a Class C felony.

~~E~~D. A violation of a court order issued by Benton County district court, or under Chapter 10.99, 26.09, 26.10, 26.26, 26.50, 26.52 or 74.34 RCW, is a Class C felony if the offender has at least two previous convictions for violating the provisions of an order issued under Chapter 10.99, 26.09, 26.10, 26.26, 26.50, 26.52 or 74.34 RCW. The previous convictions may involve the same family or household member or another family or household member specifically protected by the orders the offender violated.

~~F~~E. Upon the filing of an affidavit by the petitioner or any peace officer alleging that the defendant, respondent, or person under restraint has violated an order granted under the

Richland Municipal Code, or under Chapter 10.99, 26.09, 26.10, 26.26, 26.50, 26.52 or 74.34 RCW, the court may issue an order to the defendant, respondent, or person under restraint, requiring that person to appear and show cause within 14 days why he or she should not be found in contempt of court and punished accordingly. The hearing may be held in the court of any county or municipality in which the petitioner or respondent temporarily or permanently resides at the time of the alleged violation.

Section 2. Chapter 9.07 RMC, titled Violation of Court Orders, as enacted by Ordinance No. 20-11, shall be amended to read as follows:

Chapter 9.07 VIOLATION OF COURT ORDERS

Sections:

9.07.010 Definitions.

9.07.020 Violation of court orders.

9.07.030 Violation of orders – Penalties – Authority to arrest.

9.07.040 Nonliability of peace officer.

9.07.020 Violation of court orders.

Any person violating, within the city of Richland, a court order issued by any court of competent jurisdiction of the state of Washington, when the violation of such court order is a criminal misdemeanor or gross misdemeanor under:

A. Chapter 9A.46 RCW (criminal no-contact order); or

B. Chapter 10.99 RCW (criminal no-contact order); or

C. Chapter 10.14 RCW (anti-harassment order); or

~~D. Chapter 26.09 RCW (dissolution action order); or~~

~~E. Chapter 26.26 RCW (parentage action order); or~~

~~F~~D. Chapter 26.44 RCW (restraining order issued on behalf of an abused child or adult dependent person); or

~~G~~E. Chapter 26.52 RCW (foreign protection order); or

~~H~~E. Chapter 74.34 RCW (order for protection of a vulnerable adult);

is subject to prosecution for such violation in the Benton County district court the same as any other criminal violation of this title. Whenever an order is granted by the Benton County district court or under any of the RCWs listed herein, and the defendant, respondent, or person to be restrained knows of the order, a violation of any of the following is a gross misdemeanor:

- i. the restraint provisions prohibiting acts or threats of violence against, or stalking of, a protected party, or restraint provisions prohibiting contact with a protected party; or
- ii. a provision excluding the person from a residence, workplace, school, or day care; or
- iii. a provision prohibiting the person from knowingly coming within, or knowingly remaining within, a specified distance of a location; or
- iv. a provision of a foreign protection order specifically indicating that a violation will be a crime.

9.07.030 Violation of orders – Penalties – Authority to arrest.

~~A. Whenever an order is granted by the Benton County district court or under any of the RCWs listed in RMC 9.07.020, and the defendant, respondent, or person to be restrained, knows of the order, a violation of the restraint provisions or of a provision excluding the person from a residence, workplace, school, or day care, or prohibiting the person from knowingly coming within, or knowingly remaining within, a specified distance of a location, or of a provision of a foreign protection order specifically indicating that a violation will be a crime, for which an arrest is required under RCW 10.31.100(2)(a) or (b), is a gross misdemeanor except as provided in RMC 9.07.020(D) and (E).~~

BA. A peace officer shall arrest without a warrant and take into custody a person whom the peace officer has probable cause to believe has violated an order issued by the Benton County district court or an order issued pursuant to Chapter 10.99, 26.09, 26.10, 26.26, 26.50, 26.52 or 74.34 RCW, that restrains the person or excludes the person from a residence, workplace, school or day care, or prohibits the person from knowingly coming within, or knowingly remaining within, a specified distance of a location, if the person restrained knows of the order. Presence of the order in the law enforcement computer-based criminal intelligence information system is not the only means of establishing knowledge of the order.

~~**CB.**~~ A violation of an order issued in Benton County district court, or under Chapter 10.99, 26.09, 26.10, 26.26, 26.50, 26.52 or 74.34 RCW, shall also constitute contempt of court, and is subject to the penalties prescribed by law.

~~**DC.**~~ Any assault that is a violation of an order issued by Benton County district court, or under Chapter 10.99, 26.09, 26.10, 26.26, 26.50, 26.52 or 74.34 RCW, that does not amount to assault in the first or second degree under RCW 9A.36.011 or 9A.36.021, is a Class C felony, and any conduct in violation of such an order that is reckless and creates a substantial risk of death or serious physical injury to another person is a Class C felony.

~~**ED.**~~ A violation of a court order issued by Benton County district court, or under Chapter 10.99, 26.09, 26.10, 26.26, 26.50, 26.52 or 74.34 RCW, is a Class C felony if the offender has at least two previous convictions for violating the provisions of an order issued under Chapter 10.99, 26.09, 26.10, 26.26, 26.50, 26.52 or 74.34 RCW. The previous convictions may involve the same victim or other victims specifically protected by the orders the offender violated.

~~FE~~. Upon the filing of an affidavit by the petitioner or any peace officer alleging that the defendant, respondent, or person under restraint has violated an order granted under the Richland Municipal Code, or under Chapter 10.99, 26.09, 26.10, 26.26, 26.50, 26.52 or 74.34 RCW, the court may issue an order to the defendant, respondent, or person under restraint, requiring that person to appear and show cause within 14 days why he or she should not be found in contempt of court and punished accordingly. The hearing may be held in the court of any county or municipality in which the petitioner or respondent temporarily or permanently resides at the time of the alleged violation.

Section 3. 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, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 11, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 01-18, Authorizing an Agreement with Fuse Heating and Air Conditioning, LLC for Participation in the City's Weatherwise Program

Department:

Energy Services

Ordinance/Resolution Number:

01-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 01-18, authorizing the City Manager to sign and execute an agreement with Fuse Heating and Air Conditioning, LLC for participation in the City's Weatherization Program.

Summary:

City-authorized contractors install energy conservation improvements for Richland electric customers under Richland Energy Services's energy efficiency Weatherwise Program. Typical energy efficiency improvements include heat pumps, replacement windows and building insulation.

Contractors complete a qualification process to be a Weatherwise Program contractor. This process includes satisfactorily completing an application; meeting the licensing, insurance and bonding requirements; fee payment; and Weatherwise Program orientation. The one-time fee is intended to cover administrative costs. Contractors must maintain their licenses, insurance and bonding, and meet other program requirements in order to remain on the list.

After approval by City Council, contractor names are placed on a reference list. Customers inquiring about energy efficiency measures are provided the approved contractor list. The City makes no recommendations to customers about one contractor compared to another.

Fuse Heating and Air Conditioning, LLC of Kennewick has met all Weatherwise Program contractor requirements and, with approval, will be added as an authorized contractor for the City's Weatherwise Program.

Staff recommends adoption of Resolution 01-18.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 01-18
2. Proposed Agreement

RESOLUTION NO. 01-18

A RESOLUTION of the City of Richland authorizing execution of a Weatherwise Contractor Agreement with Fuse Heating and Air Conditioning, LLC for Weatherwise Program participation.

WHEREAS, the City of Richland Energy Services (RES) operates and maintains an electric utility, and has established an energy efficiency Weatherwise Program for the purpose of providing financial incentives to customers for the energy efficiency measures they install; and

WHEREAS, the City authorizes contractors to install energy conservation improvements for Richland electric customers under the energy efficiency Weatherwise Program; and

WHEREAS, the City specifies program procedures, minimum bonding and insurance requirements, electric heat and conservation improvement requirements, delisting procedures, and other program and regulatory requirements; and

WHEREAS, upon meeting all contractual requirements, and on the condition that licensing and bonding is maintained at all times during participation in the program, Fuse Heating and Air Conditioning, LLC will be added as an authorized contractor for the City's Weatherwise Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Manager is authorized to sign and execute a Weatherwise Contractor Agreement with Fuse Heating and Air Conditioning, LLC.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



CITY-AUTHORIZED CONTRACTOR AGREEMENT

THIS AGREEMENT, made this _____ day of January, 2018, between the **City of Richland**, a municipal corporation and city of the first class located in Benton County, Washington, hereinafter referred to as the "City," and **Fuse Heating & Air Conditioning, LLC**, hereinafter referred to as "Contractor."

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

I. Recitals

WHEREAS, the Community directly benefits from promoting energy efficiency within the City's utility service area; and

WHEREAS, effective October 1, 1994, the City entered into the Conservation Resource Acquisition Agreement with the Bonneville Power Administration (BPA) in order to acquire cost-effective conservation resources; and

WHEREAS, the Conservation Resource Acquisition Agreement was superseded by an Energy Conservation Agreement between the City and BPA, effective October 1, 2009, this agreement providing the current legal conditions by which the parties are pursuing cost-effective conservation resources; and

WHEREAS, upon contracting with BPA, the City's Residential Weatherwise Agreement became an extension of the master Conservation Resource Acquisition Agreement and its successor Energy Conservation Agreement; and

WHEREAS, the master Energy Conservation Agreement provides the City with the flexibility to determine the conservation program activities and incentive levels necessary to achieve conservation objectives; and

WHEREAS, conservation objectives are achieved through a three-party contracting effort between the City, a City-Authorized Contractor tasked with performing energy-efficient improvements, and the benefiting property owner;

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

II. Agreement

1. Scope of Work - Contractor agrees to furnish all labor, materials, bonding, insurance, supervision and equipment required to install energy conservation measures available through the City's Weatherwise Service. All understandings related to this

scope of work shall be in writing. No verbal agreements between the benefiting Property Owner ("Owner"), Contractor, and the City will supersede this Agreement.

2. Duration and Termination - The term of this Agreement shall be for one year from the above date, and shall automatically renew on the annual anniversary date each successive year. Either party may terminate this agreement without cause at any time upon thirty (30) days' written notice to the other party.
 - a. Contractor's failure to respond to any requests made by the City related to insurance requirements or bonding information shall result in immediate termination of this Agreement.
 - b. Contractor is obligated to satisfactorily and timely complete all projects that are in progress as of the date of termination of this Agreement.
3. Procedure - The City and Contractor share the responsibility to market and promote the City's Weatherwise Service.
 - a. The City shall market the Weatherwise Service, including City-Authorized Contractors, through utility billing inserts, radio and print advertising, and other appropriate media. In response to a request for a proposal that resulted from the City's marketing efforts, the Contractor shall promote the benefits of energy efficiency and participation in the City's Weatherwise Service to the Owner. The Contractor may also use its own client lists and sales leads to solicit participation in the Weatherwise Service.
 - b. The Contractor may market the Weatherwise Service and their status as a City-Authorized Contractor. All Contractor marketing and advertising that has any reference to the City's Weatherwise Service or their status as a City-Authorized Contractor shall be submitted to the Energy Services Director (ESD) or designee for advance written approval.
 - c. The Contractor's performance goal shall be to consistently obtain a sales amount equal to, or in excess of, the average Contractor Weatherwise Service sales amount. Achievement of the performance goal will be periodically monitored to determine, in the Energy Service Director's reasonable judgment, if the Contractor has achieved the performance goal. The Contractor shall be required to submit a marketing plan to achieve this goal at the time of execution of this Agreement. The marketing plan shall be subject to City review and acceptance.
 - d. No work will be authorized without the Owner's completion of the City's Weatherwise application, and the Contractor's completion of the City's proposal form. The Contractor and Owner share the responsibility to determine whether the building meets the City's Eligibility Criteria, and to indicate such on the Weatherwise proposal. The Contractor is responsible for identifying and informing the City and the Owner of all required actions that do not qualify for payment under the Weatherwise Service. The Contractor shall only propose

materials and equipment that are pre-approved by the City. Contractor shall not receive any payment under this Agreement until City approves final inspection and acceptance of the work performed.

4. Eligibility Criteria - In order to qualify, a home must have electric heating equipment that meets one of the City's Eligibility Criteria defined in the City's loan application. Further, Owners of residences must receive electric utility service from the City.
5. Energy Conservation Measure Availability - Homes must meet the City's energy conservation measure availability defined in the City's Weatherwise Loan Service Standard Terms and Conditions. The Contractor agrees to restrict its weatherization materials, products, and installation methods to those currently approved by the City.
6. Commencement - Once a signed Owner's Application and City proposal form are received, the City will schedule loan closing with the Owner. The City reserves the right to reject any proposal to perform work under this Agreement at the sole discretion of the City.
 - a. All changes that result in an increase in the bid price or increased scope of work after Notice to Proceed is issued must be approved in writing by the City and the Owner. Reductions in the scope of work and cost may be made, and the Weatherwise Statement may be revised, upon City installation acceptance without requiring a revision to the Loan Agreement.
 - b. Contractor shall not commence work on an Owner's residence until an authorized City representative has issued the Notice to Proceed based on the Owner's acceptance of the City's Application, Contractor's Proposal and City Loan Agreement. No new work may be issued to the Contractor by the City until all jobs which have been in progress for more than one-hundred and twenty (120) days have passed all required inspections. The Contractor's failure to complete all work and obtain City inspection and acceptance within one-hundred and twenty (120) days from the date of the City's Notice to Proceed enables the City and/or Owner to cancel the Loan Agreement without incurring Contractor cancellation costs.
 - c. The City may cancel the Loan Agreement for just cause, and shall not be responsible for any Owner or Contractor damages.
 - d. Prior to the commencement of work, the Owner may request to cancel the Loan Agreement. Such request to cancel shall be submitted to the City in writing. If the Loan Agreement is canceled by the Owner after the City has given notice to proceed to the Contractor, the Owner is responsible to pay any cancellation costs to the Contractor identified in the proposal.
7. Warranty - Contractor warrants that the work and materials furnished under this Agreement shall comply with accepted industry standards and the requirements

established by the City. These requirements are included in this Agreement by reference. The City may revise its requirements at any time based on one or more health or safety concerns. All other City requirements may be revised semi-annually.

- a. If any defect in the Contractor's workmanship or materials is discovered within two (2) years after the completion of any work, the Contractor shall expeditiously remedy, repair, correct, replace or cause to be remedied, repaired, or replaced at the Contractor's expense such defect in materials or workmanship.
 - b. Sealed insulated glass units and heat pumps shall be warranted against failure for a minimum period of five (5) years. Insulation shall be warranted against failure for a minimum of two (2) years. The Contractor shall provide to the City and the Owner a written warranty for the sealed insulated glass units, heat pumps, and insulation.
 - c. The foregoing warranties shall survive any inspection the City may elect to make.
8. Acceptance and Payment - Upon completion of the work, the Contractor will notify the City that the job is complete, and upon inspection approval by the City and acceptance by the Owner, Contractor may then invoice the City for the amount stated in the Notice to Proceed. The Contractor will be paid within thirty (30) days subsequent to City acceptance of the work and after an acceptable detailed invoice has been received by the City. The Contractor shall promptly pay all subcontractors or materials providers employed by the Contractor in connection with installations undertaken pursuant to this Agreement.
- a. All material and workmanship shall be subject to inspection, examination and testing by duly authorized agents of the City at any time during or after installation of materials. Such inspection will verify the home meets the relevant Eligibility Criteria, and that the energy conservation measures are available and meet all City material and installation requirements. The Owner and Contractor must be present at the time of inspection.
 - b. The City shall have the right to reject defective material and workmanship and/or require its correction without cost or expense to the City or the Owner. Contractor shall be given timely notice of the defect and a reasonable opportunity to cure. In the event the Contractor fails or refuses to correct any defect as set forth herein, the City may, at its option, deduct an equitable amount from any payment owing or to be owed to the Contractor, or take such other steps as it deems appropriate.
 - c. The City reserves the right to levy penalty charges for re-inspection due to work or materials failing previous inspection. Charges will be billed to the Contractor on a monthly basis. The City reserves the right to collect re-inspection penalty charges which are outstanding and past due by deducting the amount owing for re-inspection from subsequent payments owed to the Contractor for completed work.

- d. If the Contractor's work fails to pass on the third inspection, the City may, in consultation with the Owner, determine to correct the work and deduct the cost from the amount due the Contractor.
 - e. The Owner may submit a written complaint within five (5) business days of City inspection acceptance. If an Owner complaint is not received in writing within five business days of City inspection acceptance, the materials and their installation have been accepted by the Owner. If in the opinion of the Energy Services Director a reasonable written complaint is received within this period the City may withhold payment to the Contractor. The Contractor must resolve reasonable Owner written complaints within five business days of receipt. If the Owner and Contractor cannot resolve the complaint within ten business days of City inspection acceptance, the Contractor agrees to relieve the City from all responsibilities including payment under this Agreement.
9. Indemnification/Hold Harmless - The Contractor shall defend, indemnify and hold 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.
10. Waiver of Liens - Contractor understands that the City does not wish construction liens or materialmen's liens to be placed upon the property of participating Owners as a result of any services or materials provided by Contractor pursuant to the City's Weatherwise Service. Therefore, Contractor hereby waives any common law or statutory right it may have to any construction, materialmen, or other lien against such property, and agrees that it will not file, nor by failure to pay any materialmen or subcontractor, cause any other person to file a construction, materialmen, or other lien against the real property owned by participating Owners.
- a. If Contractor does file, or permits to be filed, or by its failure to pay lawful obligations causes to be filed any such lien in contravention of this Agreement, without City approval, the City, without prejudice to any other rights it may have, may take such action it deems necessary or advisable so as to remove any such lien, and Contractor shall reimburse the City for all expenses, including attorney's

fees, incurred by the City in resolving the issue of the lien and obtaining or attempting to release the lien.

- b. Advance City permission to file such liens may be obtained on a case by case basis under certain conditions. A contractor's request to file such liens shall be made in writing to the Energy Services Director. The request shall identify a justifiable reason for the lien.

11. Liability Insurance -

- a. *Duty to Obtain*: The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.
- b. *No Limitation*: Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. *Minimum Scope of Insurance*: Contractor shall obtain insurance of the types described below:
 - i. 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.
 - ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, contractors pollution liability, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - d. *Minimum Amounts of Insurance*: Contractor shall maintain the following insurance limits:
 - i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. 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.
 - e. *Other Insurance Provision*: The Contractor'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 the Contractor's insurance and shall not contribute with it.
 - f. *Acceptability of Insurers*: Companies writing the insurance to be obtained under this Agreement shall be licensed to do business under Chapter 48 RCW. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII, and the ratings shall be indicated on the insurance certificates.
 - g. *Verification of Coverage*: Prior to commencement of work, Contractor 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 Contractor.
 - h. *Subcontractors*: The Contractor shall be solely responsible for determining the insurance coverage and limits required, if any, to be obtained by all subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
12. Bonding - In accordance with the Revised Code of Washington (RCW) 39.08 and (where applicable) RCW 60.28, Contractor shall provide the City with a payment bond and a performance bond covering all work performed under this Agreement, in an amount of not less than \$10,000. Each bond shall be executed on the forms provided by the City, and must be issued by a company registered to do business in the State of Washington.
13. Certifications and Permits - The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules and regulations, and certification requirements, and shall procure and pay for all necessary municipal or other governmental permits, licenses and inspections.

- a. Heat Pump contractors shall employ a minimum of one Refrigeration Service Engineer's Society (R.S.E.S.) certified employee to maintain its status as a City-Authorized Heat Pump Contractor.
 - b. All Contractors shall request an in-progress inspection from the Energy Services Business Services Division for construction work that may become concealed (e.g., closed-blows and advanced air-sealing).
 - c. Copies of all required permits and certifications, including, but not limited to a City building permit, State electrical permit, Air Pollution Control Authority asbestos abatement permit, and insulation certification shall be attached to the invoice for each completed job.
 - d. In the event the Energy Services Business Services Division inspector does not complete both inspections on behalf of the City, the Contractor will be required to request an inspection from both the City's Building Inspection Division and Business Services Division for all work performed under this Agreement.
14. Subcontractors - The Contractor is solely responsible for identifying and hiring a competent subcontractor to perform subcontracted work. Contractor shall be fully responsible to the City and Owner for acts or omissions of any subcontractor performing any portion of the work under this Agreement, or any person directly or indirectly employed by the Contractor, and nothing contained herein shall create any contractual relationship between subcontractors and the City. Contractor is responsible for ensuring all subcontractors' compliance with the terms of this Agreement, and for immediately addressing issues raised by the City regarding subcontractor performance.
15. Kickbacks - Kickbacks, rebates, price reductions or inducements for participation or non-participation or other non-service benefits from the Contractor to an Owner are strictly prohibited, and such acts may be subject to prosecution or civil action under federal law. Bid rigging or bid collusion may subject the parties to triple damages under federal law in addition to any other penalties prescribed by law.
16. Clean-up - Contractor shall at all times keep Owner's premises and work areas free from accumulation of waste materials or rubbish, and prior to completion of work, remove any rubbish from the premises, including but not limited to tools, scaffolding, equipment, and materials. Upon completion of work, Contractor shall leave the premises in a condition satisfactory to the City and the Owner. In the event the Contractor fails to comply with any of the foregoing in a prompt and workmanlike manner after reasonable notice, the City may, after such notice, perform the clean-up work and removal at the expense of the Contractor. Expenses associated with the City's clean-up and removal of waste and/or materials on the Contractor's behalf shall be deducted from any balance owing to Contractor for completed work before final payment is made.

17. Independent Contractor - Contractor is an independent contractor. This is no partnership, agency, or employment of contractor relationship between Contractor or any of the Contractor's employees and the City. The parties expressly understand and agree that the equipment used, and the personnel employed by Contractor in performing the work contemplated by this Agreement shall at all times be under the sole and exclusive control of the Contractor. The Contractor shall not create any obligation or assume any responsibility for the City, nor shall the Contractor attempt to bind the City in any way whatsoever; nor shall Contractor represent in any manner that he or she is an agent of the City or associated or affiliated with the City in any capacity other than as an independent contractor. The parties' express intent is that no vicarious liability be created by the contractual relationship between Contractor and the City.
18. Assignment - Contractor shall not assign or transfer any right, title or interest under the terms of this Agreement without the prior written approval of the City.
19. Survival - The provisions covering Warranty, Waiver of Liens and Indemnification shall survive termination, cancellation, or expiration of this Agreement.
20. City-Authorized Contractor List - The City Authorized Contractor List will be posted on the City's website at www.ci.richland.wa.us/EnergyServices as an alphabetized list of authorized contractors.
21. Violations – The following procedure shall be followed for all perceived violations of this Agreement:
 - a. If the City has reason to believe that Contractor is in violation of this Agreement, the Energy Services Director shall promptly notify Contractor in writing of the violation. The written notice shall set forth the nature of the alleged violation and identify the desired remedy.
 - b. Contractor shall respond in writing within thirty (30) days of receipt of such notice. Contractor's response shall either be: 1) an indication and explanation that the violation has been cured, along with any supporting documentation to evidence the cure; or 2) a written cure plan that satisfies the Energy Services Director; or 3) an explanation that refutes the alleged violation with documentation to support Contractor's position that the alleged violation did not occur.
 - c. If, after review, the Energy Services Director agrees that no violation occurred, no further action is necessary. However, if, after review, the Energy Services Director determines in his reasonable judgment that the violation has not been cured within the time allowed, and no satisfactory cure plan has been presented and approved, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.

- d. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances beyond Contractor's control, the period of time in which Contractor must cure the violation may be extended in writing by the Energy Services Director for such additional time as is reasonably necessary to complete the cure, provided that: 1) Contractor shall have promptly commenced the cure; and 2) in the Energy Services Director's reasonable judgment, Contractor is diligently pursuing its efforts to cure the violation. If, in the Energy Services Director's reasonable judgment, the violation has not been cured within the extended time allowed, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.
 - e. In the event a Contractor's name is removed from the City-Authorized Contractor list, Contractor may request to be reinstated on the list by curing violation(s) of this Agreement or providing a cure plan that satisfies the Energy Services Director.
 - f. The Energy Services Director may authorize a Contractor who has been voluntarily or involuntarily removed from the City-Authorized Contractor list to complete work under the Weatherwise Service. Such authorization would permit the Contractor to serve owners, but the Contractor would not enjoy the benefits of being listed as a City-Authorized Contractor.
22. Amendments - All amendments to this Agreement, except as identified herein, shall be in writing and signed by both parties. The Weatherwise Material & Installation Specifications, the Eligibility Criteria definitions, and the definitions of Energy Conservation Measure Availability are incorporated by reference into this Agreement, and may be periodically amended by the City in its sole discretion. When written changes to referenced documents are issued by an authorized City representative, the amendments shall automatically become effective and incorporated into this Agreement.
23. Asbestos Notice to Contractors - Notice is hereby given that there is a strong possibility that many heating, ventilation, and air conditioning systems and pre-fabricated, pre-cut, government-built and other buildings located within the City of Richland contain asbestos. Contractors are solely responsible for taking proper precautions to protect their employees, the benefiting property Owners, and their tenants from the release of asbestos fibers into the environment. Contractor shall immediately notify the City if any area of a structure has had any asbestos removed by other than an EPA-approved procedure documented in writing by an EPA-certified contractor. Any structure that is known or suspected to have had asbestos removed shall be considered as contaminated until decontamination has been performed and certified, and all written documentation has been accepted by the City. Decontamination and all other types of asbestos abatement are costs borne by the Owner. The Contractor is responsible for determining and documenting on the City's proposal form whether the scope of work will affect or disturb asbestos.

24. Covenant Not to Compete/Conflict of Interest - For a period of two (2) years following the completion of City service by a City employee, the City shall not transact business or interface with any former City employee who has been directly concerned or who personally participated in the activities which form the subject of this Agreement while they were employed by the City of Richland. The City shall have the right to request replacement of the former City employee by another company employee who does not have this conflict of interest. The City retains the right to terminate this Agreement should the Contractor not comply with the request.
25. Americans with Disabilities Act - The City of Richland adheres to and promotes the requirements of the federally-legislated Americans with Disabilities Act of 1990. By signing this Agreement, the Contractor certifies and agrees that they will adhere to and promote the requirements of the Americans with Disabilities Act. The Contractor will assure that a similar statement to this certification will become a part of all agreements with any subcontractor with whom they contract.
26. Notices - All notices required to be given to Contractor or City under this Agreement shall be in writing and shall be deemed served when delivered by hand or by Federal Express or similar service during normal business hours; or when mailed via certified mail, return receipt requested. They parties may, upon mutual agreement, determine to accept notice via email.

Notices shall be given to the following:

For the City of Richland For the Contractor:

Bob Hammond	Owner's Name:	<u>Jose Jimenez</u>
Energy Services Director	Company	
	Name:	<u>Fuse Heating and Air, LLC</u>
City of Richland	Mailing	
	Address:	<u>506 E. 23rd Avenue</u>
505 Swift Blvd., MS-23	City, State Zip	<u>Kennewick, WA 99337</u>
840 Northgate Drive	Business	
	Phone:	<u>509.396.9774</u>
Richland, WA 99352	Business Fax:	<u>N/A</u>
(509) 942-7403	Contact Email:	<u>FuseHeating@Gmail.com</u>

27. 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.
28. 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. Contractor expressly agrees to submit to personal jurisdiction in Benton County Superior Court.

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

IN WITNESS WHEREOF, the Contractor has obtained all certificates, bonds, licenses, certifications and insurance in compliance with this Agreement, and the parties have entered into the City-Authorized Contractor Agreement as of the day and year written below.

CITY OF RICHLAND, WASHINGTON

FUSE HEATING & AIR CONDITIONING LLC

Cynthia D. Reents, ICMA-CM Date
City Manager

Authorized Representative Date

Printed Name

ATTEST:

Marcia Hopkins
City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 05-18, Authorizing a Consultant Agreement with RGW Enterprises, P.C. for Engineering Services

Department:

Community & Development Services

Ordinance/Resolution Number:

05-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 05-18, authorizing the City Manager to sign and execute a consulting agreement with RGW Enterprises for engineering services.

Summary:

RGW Enterprises, P.C. has provided engineering, planning and economic development services for the City for more than ten years. RGW Enterprises' principal, Mr. Roger Wright, has been instrumental in the advancement of key projects in the Horn Rapids area.

Staff anticipates continued utilization of RGW Enterprises' assistance for a number of ongoing and upcoming projects in the Horn Rapids Industrial Park.

Staff recommends approval of the attached consulting agreement with RGW Enterprises, P.C. for the 2018 calendar year.

Fiscal Impact:

The proposed contract amount is set at \$75,000 for calendar year 2018. The 2018 Industrial Development Fund (IDF) anticipated this expense and had been budgeted accordingly.

Attachments:

1. Resolution No. 05-18
2. 2018 Engineering Services Contract

RESOLUTION NO. 05-18

A RESOLUTION of the City of Richland authorizing an agreement with RGW Enterprises, P.C. to provide engineering services to the City of Richland.

WHEREAS, the City of Richland is actively involved with the development and sale of industrial and commercial properties, and requires consultant support to execute these activities; and

WHEREAS, RGW Enterprises, P.C. has worked with the City of Richland on projects located in Horn Rapids and various economic and business centers throughout the City, and is familiar with the project history and transactions of these areas; and

WHEREAS, pursuant to RMC 3.04.060(D)(3)(a), the solicitation process has been waived; and

WHEREAS, RGW Enterprises, P.C. is an authorized vendor for the City of Richland for this type of work; and

WHEREAS, the funding necessary for payment of this contract has been budgeted in the 2018 Industrial Development Fund for Expert Services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Manager is authorized to sign and execute an agreement with RGW Enterprises, P.C. to provide engineering services to the City of Richland.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this ___ day of _____, 2018 by and between the **City of Richland**, a Washington municipal corporation, located at 505 Swift Blvd., Richland, Washington, (hereinafter referred to as the "City"), and **RGW Enterprises, P.C.**, a Washington professional service corporation, located at 3250 Port of Benton Blvd, Richland, 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 engineering and drafting services for the Economic Development Office on an "on-call" basis.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Scope of Work
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated 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. 58-18
 - (ii) Exhibit A: Scope of Work
 - (iii) RFQ Waiver
 - (iv) Exhibit B: Hourly Rates

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.
- 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 **December 31, 2018**.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed **seventy-five thousand dollars and no cents (\$75,000)**. 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 per diem rate for the locality, 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

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 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 Agreement 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) AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a) As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b) Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within 30 days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within 20 days of receipt.
- c) All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at its sole expense. City shall neither

aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.

- d) Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9) 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.

10) 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>

11) 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.

12) ATTORNEY'S FEES

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially 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.

13) 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.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap 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 using an additional insured endorsement at least as broad as ISO CG 20 26.
 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 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 self-insured 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, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
- 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) Public Entity Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

14) 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.

15) STANDARD OF CARE

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

16) SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and 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.

17) NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
505 Swift Blvd., MS-11
Richland, WA 99352

Roger Wright
RGW Enterprises, PC
3250 Port of Benton Blvd.
Richland, WA 99354

Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

roger@rgwenterprises.com
509-375-3565
509-375-3566

18) 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.

19) 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.

20) AMENDMENTS

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

21) 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.

22) 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 or sell 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.

23) 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.

24) 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.

(Signature page to follow)

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. REENTS, ICMA-CM
City Manager

Signature

ATTEST:

Printed Name

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER D. KINTZLEY
City Attorney

EXHIBIT A: Detailed Scope of Work

*City of Richland- Richland WA
Horn Rapids Industrial / North Richland Engineering
Support Scope of Work*

Work Element #1 – Infrastructure Development of City Property

Preliminary and final engineering for city-owned property will be provided as requested by the Economic Development Office (EDO).

Work Element #2 - Lot Creation**Work Element #3 - Site Plans****Work Element #4 – Mapping and Drafting as Requested****Work Element #5 – Survey as Requested****Work Element Cost**

TOTAL Not to Exceed Fee (including Sales Tax)	\$75,000
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Attachments

- Hours/Fee Schedule



Engineering | Planning | Development

January 2018

**RGW Enterprises, PC – City of Richland General Engineering
Hourly Rates - 2018**

General Engineering Services – On call assistance as directed by the City's Economic Development Office. See attached scope of work for projects in 2018.

Principal Engineer	\$100/hr
Project Manager	\$70/hr
Drafting Services	\$65/hr
Expenses	at cost plus 10%
Mileage	at IRS rates (currently \$0.54 per mile) For projects more than 15 miles from office

A handwritten signature in black ink that reads 'Roger G. Wright'.

RGW Enterprises, PC
Roger G. Wright, P.E.

EIN 20-0212375



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 11-18, Approving the Richland Transportation Benefit District Material Change Policy

Department:
City Attorney

Ordinance/Resolution Number:
11-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 11-18, approving a material change policy for the City of Richland Transportation Benefit District as required by RCW 36.73.160.

Summary:

On March 21, 2017, Richland City Council established a Transportation Benefit District (TBD), as authorized by RCW 35.21.225 and subject to the provisions of Chapter 36.73 RCW, for the purposes of providing limited funding for construction of the Duportail Bridge and to support the City's established Pavement Preservation Program. On May 2, 2017, the Richland Transportation Benefit District approved an ordinance to fund the TBD with a \$20.00 vehicle license fee. Richland City Council absorbed the Richland TBD with approval of Ordinance No. 55-17 on December 19, 2017.

RCW 36.73.160 requires the governing board of a Transportation Benefit District to adoption a material change policy. The policy must address major plan changes that affect project delivery or the ability to finance the project plan, such as substantial changes to costs, scope, and schedule. The policy must also speak to the level of change that will require governing body involvement, and how the governing body will address those substantial changes. Adoption of Resolution No. 11-18 will satisfy this legal requirement.

Staff recommends approval of Resolution No. 11-18.

Fiscal Impact:

No. There are no fiscal impacts to adopting this material change policy.

Attachments:

I. Resolution No. 11-18

RESOLUTION NO. 11-18

A RESOLUTION of the City of Richland adopting a Material Change Policy for the Richland Transportation Benefit District.

WHEREAS, Chapter 36.73 RCW and RCW 35.21.255 authorize the City Council to establish a Transportation Benefit District within the City's jurisdiction for the purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the district that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

WHEREAS, on March 21, 2017, Richland City Council established a Transportation Benefit District, as authorized by RCW 35.21.225 and subject to the provisions of Chapter 36.73 RCW, for the purposes of providing limited funding for construction of the Duportail Bridge and to support the City's established Pavement Preservation Program; and

WHEREAS, on May 2, 2017, the Richland Transportation Benefit District approved an ordinance to fund the TBD with a \$20.00 vehicle license fee to support the previously identified objectives; and

WHEREAS, on December 19, 2017, Richland City Council approved Ordinance No. 55-17 to assume the rights, powers, functions, immunities and obligations of the Richland Transportation Benefit District; and

WHEREAS, RCW 36.73.160 requires adoption of a policy to address major plan changes that affect project delivery or the ability to finance the project plan as established. The policy must, at a minimum, address material changes to cost, scope, and schedule, the level of change that will require governing body involvement, and how the governing body will address those changes.

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

Section 1. Material Change Policy. A material change policy, as required by Chapter 36.73 RCW, is hereby established and adopted for the Richland Transportation Benefit District as follows:

1.1 Material Change to Cost. In the event a transportation improvement exceeds its original cost by more than twenty percent (20%) as identified in the then-current City of Richland Capital Improvement Plan (CIP) for such improvement, the City Council shall hold a public hearing to solicit comments from the public regarding how the cost change should be resolved. The City Manager shall consult with the Mayor prior to setting the public hearing.

1.2 Material Change to Scope. In the event the scope of a transportation improvement materially changes beyond the scope originally anticipated for an approved project, the City Manager shall consult with and review the changes with the Mayor. The Mayor shall determine whether or not to convene a meeting of City Council for discussion.

1.3 Material Change to Schedule. In the event the schedule of a transportation improvement materially changes in a way that significantly impacts other TBD projects or funding, or the schedule change causes delay of ninety (90) days or more, the City Manager shall consult with and review the schedule change with the Mayor. The Mayor shall determine whether or not to convene a meeting of City Council for discussion.

Section 2. This Material Change Policy applies only to transportation improvements funded in whole or in part by the Transportation Benefit District Fund, RMC 3.24.991.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 13-18, Authorizing a Purchase Order Contract with Boyd's Tree Service, LLC for Tree Pruning and Vegetation Management

Department:

Energy Services

Ordinance/Resolution Number:

13-18

Document Type:

Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 13-18, authorizing a purchase order contract with Boyd's Tree Service, LLC for tree pruning and vegetation management.

Summary:

Annually, contract crews trim trees within utility power lines and manage vegetation in and around substations and utility infrastructure. This helps to improve safety by maintaining safe and proper clearances while improving reliability by reducing tree-related power outages.

In 2017, the City chose to use an existing cooperative purchasing arrangement with Benton PUD to select a tree trimming and vegetation management contractor. This arrangement is authorized per RCW 39.34.030. The solicitation, evaluation and award process conducted by Benton PUD met the City of Richland's procurement requirements.

Benton PUD advertised Bid Package 16-21 in 2016 and awarded a contract to Boyd's Tree Service, LLC for 2017. Benton PUD renewed the contract on November 28, 2017. Pursuant to the existing cooperative purchasing agreement with Benton PUD, the City is authorized to issue a purchase order to Benton PUD's vendor, Boyd's Tree Service LLC, for the services contracted by successful bid.

City staff has been satisfied with Boyd's work and is recommending extending a purchase order contract with Boyd's Tree Service for 2018.

Staff recommends approval of Resolution No. 13-18.

Fiscal Impact:

Tree trimming and vegetation management services are included in the City's 2018 Capital Improvement Plan, and funding is included in the Electric Utility Fund of the City's 2018 approved budget. This time and materials contract is not to exceed \$350,000.

Attachments:

1. Resolution No. 13-18
2. 11-28-2017 BPUD Commission Minutes
3. Cooperative Purchasing Agreement with Benton PUD

RESOLUTION NO. 13-18

A RESOLUTION of the City of Richland authorizing a purchase order contract with Boyd's Tree Service LLC for tree trimming and vegetation management services.

WHEREAS, the City of Richland owns and maintains power lines throughout its service area; and

WHEREAS, trees must be pruned annually to maintain safe and proper clearances for overhead electrical lines; and

WHEREAS, the City contracts with outside service crews to trim trees within power lines and manage vegetation in and around substations to reduce tree-related power outages; and

WHEREAS, a tree trimming and vegetation management contract was awarded last year and has now expired; and

WHEREAS, RCW 39.34.030 allows the City to enter into Cooperative Purchasing Agreements with other public agencies; and

WHEREAS, the solicitation, evaluation, and award process conducted by Benton PUD, resulting in a contract with Boyd's Tree Service LLC for the work described herein, meets the City of Richland's procurement requirements.

NOW, THEREFORE, BE IT RESOLVED by the City of Richland that the City Manager is authorized to sign and execute a purchase order contract between the City of Richland and Boyd's Tree Service LLC for tree trimming and vegetation management services in an amount not to exceed \$350,000.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

**PUBLIC UTILITY DISTRICT NO. 1
OF
BENTON COUNTY**

Date: November 28, 2017

Time: 9:00 a.m.

Place: 2721 West 10th Avenue, Kennewick, Washington

Attendees:

Commissioners Bush, Hall and Sanders
General Manager Bartram
Assistant General Manager Hunter
Legal Counsel Hultgrenn
Senior Director of Engineering and Power Management Dunn
Director of Finance Meyer
Director of Customer Programs and Services Ball
Manager of Human Resources Wenner
Manager of Contracts and Purchasing Ochweri
Manager of Accounting Zirker
Manager of Risk Management and Treasury White
Manager of Communications and Governmental Relations Miller
Manager of Information Technology Folta
Manager of Applications & Integration Holbrook
Manager of Key Accounts McAloon
Power/Energy Programs Analyst Mapes
Power/Energy Programs Analyst Dykes
Records Program Administrator Demory
Business Analyst – Customer Programs Sparks
Network Engineer Homer
Network Engineer Bonney
Supervisor of IT Infrastructure Crum
Supervisor of Executive Administration Cole

Public Hearing – discussion on the District’s consideration to adopt a resolution setting a fee schedule for copying public records in accordance with the Washington Public Records Act

Commission President Barry Bush opened the public hearing at 9:00 a.m. and stated the Hearing was called to allow for public comment regarding the District’s consideration to adopt a fee schedule for providing copies of public records in accordance with Washington Public Records Act (PRA) requirements.

Supervisor of Executive Administration gave a presentation, reviewing changes to the PRA, and the options of charging for copies of public records as 1) actual costs, 2) a \$2.00 per request fee,

or 3) adopting the default fee schedule as codified in the PRA. Supervisor recommended the Commission adopt the default fee schedule and reviewed a statement that adopting actual costs would be unduly burdensome. A graph comparing the old fees and the new proposed fees and the impact on requestors was reviewed, noting there was minimal impact to the majority of requestors. Supervisor recommended the resolution include a waiver of costs for copying of public records if the total cost was \$5.00 or less.

At the conclusion of the presentation, Commission President Barry Bush asked for commission questions and none were received.

Commission President Barry Bush opened the public comment period at 9:15 a.m. and acknowledged there was no public in attendance.

Hearing no public comment, Commission President Barry Bush closed the public hearing at 9:15 a.m.

Supervisor continued a presentation on a resolution establishing rules for inspection and copying of public records, and reviewed significant changes to the policy.

Resolution No. 2428, Providing for Benton PUD's Organizational Statement and Establishing Rules for Inspection and Copying of Public Records

Supervisor of Executive Administration recommended the Commission adopt a resolution, setting a new fee schedule for copying of public records and other changes as reviewed today.

Motion by Lori Sanders, seconded by Jeff Hall adopting Resolution No. 2428, providing for Benton PUD's Organizational Statement and Establishing Rules for Inspection and Copying of Public Records.

MOTION CARRIED UNANIMOUSLY.

Consent Agenda

Motion by Lori Sanders, seconded by Jeff Hall to approve the Consent Agenda as follows:

- a) Approving Commission minutes of November 14, 2017.
- b) Approving Commission minutes of November 6, 2017.
- c) Approving Periodic Travel Report dated November 28, 2017.
- d) Approving Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing made available to the Commission. As of this date, the Commission does approve the following for payment: Accounts Payable: Automated Clearing House (DD) payments 65613-65650 65812-65837 in the total amount of \$885,185.06, checks and customer refund payments (CHK) 72488-72574 in the total amount of \$449,057.64, Electronic Fund Transfer (WIRE) payments 4333-4344 in the total amount of \$407,860; Residential Conservation rebates: credits on customer accounts in the total amount of \$640.00; Payroll: Direct Deposit 11/16/17 65651-65811 in the total amount of \$338,017.38, for

a grand total of \$2,080,760.08. Voided checks for November 2017 in the total amount of \$646.16 were included on the report.

e) Authorizing the General Manager, on behalf of the District, to sign Change Order No. 5 of Contract No. 10-46-12 with NoaNet, to extend the term of the contract to December 31, 2018 and increase the not-to-exceed amount by \$17,520, bringing the new not-to-exceed amount of the contract to \$147,320.

f) Authorizing the General Manager, on behalf of the District, to sign Change Order No. 3 of Contract No. 13-32-02, with Tyndale Company, to extend the term of the contract to December 31, 2018 and increase the not-to-exceed amount by \$36,300, bringing the new not-to-exceed amount of the contract to \$184,970.

g) Authorizing the General Manager, on behalf of the District, to sign Change Order No. 2 of Contract No. 16-21, with Boyd's Tree Service, to extend the term of the contract to December 31, 2018 and increase the not-to-exceed amount by \$600,000; bringing the new not-to-exceed amount of the contract to \$1,276,000.

h) Authorizing the General Manager, on behalf of the District, to sign Change Order No. 2 of Contract No. 16-22 with Pacific Pole Inspection, to extend the term of the contract to December 31, 2018 and increase the not-to-exceed amount of the contract to \$334,745.

i) Awarding the contract for a service truck, Bid Package No. 17-12, to Altec Industries of Portland, Oregon, for the total amount of \$158,050, plus Washington State sales tax in accordance with RCW 54.04.080.

j) Authorizing the General Manager, on behalf of the District, to sign Change Order No. 4 of Contract No. 14-18-01 with Sensus Metering Systems, to extend the term of the contract to December 31, 2018 and increase the not-to-exceed amount of the contract by \$84,000, bringing the new not-to-exceed amount of the contract to \$392,000.

MOTION CARRIED UNANIMOUSLY.

Management Report

General Manager:

1. A draft of the District's "Designation of Representatives" was distributed. A recommendation to approve the Designation of Representatives for 2018 will be brought to the next commission meeting.

2. General Manager stated he will be absent from the December 12, 2017 commission meeting due to his attendance at an American Public Power Association (APPA) public power forum. Assistant General Manager will be in attendance.

3. Discussions on The E3 Low Carbon Analysis Study were held during the last Washington PUD Association (WPUDA) board meeting.

Manager of Communications and Governmental Relations:

1. General Manager and Manager of Communications reviewed discussions held with Franklin PUD and Northwest RiverPartners regarding legislation. General Manager and Commission both stated that it would be beneficial for Terry Flores of Northwest RiverPartners to attend a future meeting. Manager of Communications reviewed the goals of Northwest RiverPartners and the benefits of their membership.

2. The Commission was updated on the status of the Columbia River Treaty.

3. The Commission message for the upcoming newsletter was briefly discussed. The Commission was briefed on the Helping Hands Program that begins December 1, 2017. Customers who donate or increase their donation to the Helping Hands Program in December will receive two LED lights and a showerhead, with a home energy audit.

4. The draft strategic plan message from the Commission was reviewed.

Assistant General Manager:

1. The new outage map available with SmartHub was shown, and it was noted it will be live in the near future. The map maintains customer privacy by only showing areas of outages and not individual homes or addresses. Customers will have the ability to opt-in to receive outage alerts through SmartHub in the near future.

Manager of Key Accounts/Business Analyst-Customer Programs:

1. A change to temperature-related disconnect thresholds was discussed. Changes to the District's customer service policies, including the disconnect thresholds, will be brought to the Commission for consideration in the near future.

Manager of Key Accounts:

1. Manager of Key Accounts reviewed District policy on payment assistance and payment arrangements, and recommended the District waive late fees when payment assistance has been verified by community agencies and the payment is forthcoming. This change will be addressed in the upcoming resolution on customer service policies.

Manager of Human Resources:

1. The Commission was updated on the new paid sick leave law that is effective January 1, 2018 which mandates paid sick leave for all employers. Managing sick leave for temporary and on-call employees was discussed. A policy is required to be in place by March of 2018. Additionally the paid family and medical leave law, which allows for up to 12 weeks of paid family leave, becomes effective in the year 2020.

At 10:20 a.m., Commission President Barry Bush announced that the commission meeting would recess for 5 minutes.

At 10:25 a.m., Commission President Barry Bush reconvened the commission meeting into regular open public session.

Business Agenda

2018 Preliminary Budget – Close Public Comment Period

Manager of Risk Management and Treasury recommended the Commission close the public comment period for the preliminary 2018 budget, and noted no public comments have been received. He stated no revisions have been made since the Public Hearing on the 2018 preliminary budget, and highlighted the major categories to be approved. The final budget will be brought to the December 12, 2017 Commission meeting for consideration.

Motion by Lori Sanders, seconded by Jeff Hall closing the public comment period on the 2018 Preliminary Budget.

MOTION CARRIED UNANIMOUSLY.

National Information solutions cooperative – Contract Award Recommendation, Purchase Order

Manager of Applications and Integration recommended the Commission approve a contract with NISC to issue a purchase order to allow for administrative ease in matching invoices and routing them for appropriate approvals.

Motion by Jeff Hall, seconded by Lori Sanders authorizing the General Manager, on behalf of the District to sign Contract No. 17-18-11 with NISC to track all of the costs and match up invoices for payment for a not-to-exceed amount of \$660,000.

MOTION CARRIED UNANIMOUSLY.

Cooperative Response Center – Contract Award Recommendation, Utility Call Center Services

Assistant General Manager recommended the Commission approve a sole source contract with CRC, Inc. for utility call center services. Currently, CRC is the only vendor that supports the NISC software platform and therefore should be recognized as a sole source for this contract.

Motion by Lori Sanders, seconded by Jeff Hall authorizing the General Manager, on behalf of the District, to sign Sole Source Contract No. 17-33-02 with CRC, Inc., to provide utility call center services for a not-to-exceed amount of \$120,000 per year for three (3) years for a total of \$360,000, plus Washington state sales tax.

MOTION CARRIED UNANIMOUSLY.

Cyber Security Update Presentation

Manager of Information Technology gave a presentation on cyber security, reviewing 2016-2017 accomplishments, disaster recovery/high availability capabilities, security challenges and looking forward to 2018. He thanked employees Crum, Homer and Bonney for their work relating to District cyber security.

October 2017 Financial Statements

The 2017 financial statements were reviewed. Director of Finance stated that as part of the District's financial policies, staff should discuss with the Commission certain budget categories that are exceeding the budget. Currently O&M expenses (before depreciation and taxes) are higher than budgeted primarily due to the allocation of labor charges (more labor charged to O&M and less to capital), and net power costs are expected to be higher than the amended budget primarily due to warmer/drier summer months resulting in lower than anticipated Slice generation.

Manager of Accounting stated that Moss Adams will begin their financial audit the third week of December, and will return in February 2018 to complete the audit. The State Auditor's Office will begin their accountability audit in December and will finish early in the first quarter of 2018.

General Manager recognized the Accounting Department for achieving the Certificate of Achievement for Excellence in Financial Reporting.

Future Planning

A draft Strategic Planning resolution was distributed. The final resolution will be brought to the December 12, 2017 commission meeting. A draft resolution on broadband was distributed and briefly reviewed. This resolution will be brought for Commission consideration on December 12, 2017. The resolution includes history, strategies and guidance going forward on broadband. A brief discussion was held on the look-back period for cash positive results.

Executive Session

At 11:25 a.m., Commissioner Barry Bush announced that the Commission would go into executive session with legal counsel for 25 minutes to discuss potential litigation.

At 11:50 a.m., Commissioner Barry Bush reconvened the Commission into regular open public session.

General Manager and the Commission held a brief discussion on lost energy production on the O.I.E. Community Solar Project due to a tripped circuit breaker. The tripped circuit breaker event that occurred in June of 2017 was not detected and addressed by District staff in a timeframe that would reasonably have been expected to occur as part of operational due diligence. Actions have been taken to mitigate the chance of this recurring in the future. Staff recommended customer credits totaling \$3,119 (in aggregate) related to monthly bill credits and incentive payments. Staff stated these credits would be consistent with the District's long-term strategic goal to become our customers' "trusted energy partner".

Motion by Lori Sanders, seconded by Jeff Hall approving, for all participants in the O.I.E. Community Solar Project, an immediate one-time proportionate bill credit totaling an estimated \$194, and a future true up of annual energy production associated with renewable energy incentive payments in the estimated amount of \$2,925, based on estimated lost energy production for July, August and September of 2017, caused by a tripped circuit breaker event that occurred in June of 2017.

MOTION CARRIED UNANIMOUSLY.

Hearing no objection, President Barry Bush adjourned the Commission Meeting at 11:55 a.m.



Barry A. Bush, President

ATTEST:



Lori Kays-Sanders, Secretary



SC11-61

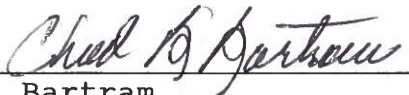
Benton PUD Contract #11-17-04

COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 of the Revised Code of Washington and other provisions of the law, **Benton PUD**, a political subdivision of the State of Washington and **City of Richland**, a political subdivision of the State of Washington, hereby agree to cooperative purchasing upon the following terms and conditions:

1. The two parties, in negotiating for the purchase of goods and services, agree to extend the privileges of said negotiation to the other party to the extent permitted by law, and agreed upon by the parties hereto, and the vendors.
2. Each party accepts responsibility for compliance with all bid laws and any additional or varying laws and regulations governing its purchases. Purchases by either party against the bid awards of the other shall be affected by a purchase order directed to the vendor who contracted to furnish goods or services through the bid process.
3. The contracting agency accepts no responsibility for the performance of any purchasing contract by the vendor, and accepts no responsibility for the payment of any purchases by the other party.
4. Either party may contract independently for the purchase of any goods and services, with or without notice to the other party.
5. This agreement is for goods and services necessary for the operation of the two parties.
6. This agreement shall remain in force until canceled by either party, which cancellation may be effected with or without notice to the other party.
7. This agreement covers all Benton PUD and City of Richland contracts, provided that each party reserves the right to exclude the other from any particular purchasing contract with or without notice.
8. No new or separate legal or administrative entity is created to administer the provisions of this agreement.

Benton PUD


Chad Bartram
Assist. Gan. Manager

Date

11/30/11

City of Richland


John Noble, Purchasing Manager

Date

11.3.2011



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 14-18, Approving the City Council Assignments for 2018-2019

Department:
City Manager

Ordinance/Resolution Number:
14-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 14-18, approving the City Council Assignments for 2018-2019.

Summary:

Section 2.04.125 of the Richland Municipal Code (RMC) states as follows:

"Biennially, in the meeting at which newly elected councilmembers take office, the council shall choose from among its members a standing committee of three, from which the mayor and mayor pro tem shall be excluded, known as the "council assignments committee," to assist in the selection of council liaisons to the various boards, commissions and committees and outside agencies, council appointees to ad hoc committees, and all other council and noncouncil appointments not covered by RMC 2.04.120 by recommending appointees to the full city council for approval."

At its January 2, 2018 meeting, Council appointed Councilmembers Kent, Anderson, and Alvarez to the Council Assignments Committee.

The Council Assignments Committee met in January, and is recommending the Council assignments as identified in Resolution No. 14-18.

Fiscal Impact:

None.

Attachments:

I. Resolution No. 14-18

RESOLUTION NO. 14-18

A RESOLUTION of the City of Richland amending the liaison/representatives to agencies, boards, commissions and committees in the City of Richland and superseding previous resolutions.

BE IT RESOLVED by the City of Richland, acting by and through its City Council, that the following Councilmembers shall act as liaison/representatives to the following agencies, boards, commissions, and committees in the City of Richland:

City Council Liaison/Representatives – 2018 through 2019

CITY BOARDS, COMMISSIONS AND COMMITTEES

Arts Commission	Councilmember Alvarez
Alternate -	Councilmember Lemley
Code Enforcement Board	Councilmember Alvarez
Alternate -	Councilmember Anderson
Economic Development Committee	Mayor Pro Tem Christensen
Alternate -	Councilmember Alvarez
Emergency Operations Board	Mayor Thompson
Alternate -	Mayor Pro Tem Christensen
Fireman's Pension Board (Per RCW).....	Mayor Thompson, Chair
Alternate -	Mayor Pro Tem Christensen
Library Board	Councilmember Lukson
Alternate -	Councilmember Kent
Lodging Tax Advisory Committee.....	Mayor Thompson
Parks & Recreation Commission.....	Councilmember Kent
Alternate -	Councilmember Lukson
Planning Commission.....	Councilmember Alvarez
Alternate -	Councilmember Lemley
Police Pension Board (Per RCW).....	Mayor Thompson, Chair
	Mayor Pro Tem Christensen
Utility Advisory Committee.....	Councilmember Lemley
	Councilmember Lukson

NON-CITY ORGANIZATION NON-PARTICIPANT (non-voting Liaison)

Confederated Tribes of Umatilla Indian Reservation	Mayor Thompson
Port of Benton	Mayor Pro Tem Christensen
Port of Kennewick	Councilmember Lemley
Richland Seniors Association	Councilmember Lemley
Alternate -	Councilmember Alvarez
Tri-City Regional Chamber of Commerce.....	Mayor Thompson
Alternate -	Mayor Pro Tem Christensen

NON-CITY ORGANIZATION BOARD MEMBER

Ben Franklin Transit Board.....	Mayor Thompson
Alternate -	Mayor Pro Tem Christensen
Benton County 2060 Affordable Housing Steering Committee ..	Mayor Pro Tem Christensen
Alternate -	Councilmember Lemley
Benton Franklin Community Action Committee	Councilmember Lemley
Alternate -	Councilmember Alvarez
Benton Franklin Council of Governments.....	Councilmember Anderson
Alternate -	Councilmember Lemley
Columbia Point Design Committee.....	As Needed
Visit Tri-Cities	Councilmember Lemley
Alternate -	Councilmember Kent
Tri-Cities Development Council.....	Councilmember Kent

LOCAL, REGIONAL, NATIONAL ORGANIZATIONS

Association of Washington Cities (AWC).....	Councilmember Lemley
Benton County Solid Waste Advisory Committee.....	Mayor Pro Tem Christensen
Benton-Franklin Walla Walla Good Roads & Transportation Association.....	Councilmember Anderson
Alternate -	Councilmember Lemley

Energy Communities Alliance.....	Mayor Thompson Mayor Pro Tem Christensen Councilmember Kent
Hanford Area Economic Investment Fund Committee	Councilmember Lemley
Hanford Communities Governing Board.....	Mayor Thompson
Alternate -	Mayor Pro Tem Christensen
Richland Public Facilities District.....	Councilmember Lemley
Alternate -	Councilmember Kent
Tri-Cities Regional Public Facilities District	Councilmember Kent Councilmember Lukson Richland PFD Appointee
Washington State Good Roads Association.....	Councilmember Anderson
Alternate -	Councilmember Lemley

AD HOC COUNCIL COMMITTEES

Capital Facilities/Improvement Plan Annual Review	Councilmember Lemley Mayor Pro Tem Christensen Councilmember Alvarez
Alternate -	Councilmember Lukson
Council Assignments Committee.....	Councilmember Kent Councilmember Alvarez Councilmember Anderson
Operating Budget Annual Review	Mayor Thompson Councilmember Kent Councilmember Anderson
Alternate -	Councilmember Lukson
City Manager Performance Objectives Committee.....	Mayor Thompson Mayor Pro Tem Christensen Councilmember Anderson

BE IT FURTHER RESOLVED that this resolution shall supersede previous resolutions and shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 15-18, Authorizing Submission of a Washington State Association of Sheriffs and Police Chiefs (WASPC) Grant Application

Department:

Police Services

Ordinance/Resolution Number:

15-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 15-18, authorizing submission of a Washington State Association of Sheriffs and Police Chiefs Grant application.

Summary:

The requested Washington State Association of Sheriffs and Police Chiefs (WASPC) Grant is to fund pilot projects in Benton County to support education for law enforcement, medical professionals, first responders, courts, educators, and others to raise awareness and identify warning signs of human trafficking.

The City of Richland Police Department qualifies for a grant of \$100,000 for fiscal years 2018 and 2019 with a 5% administration fee to WASPC.

City staff recommends applying for this funding to create greater public awareness of human trafficking through public education, media and marketing.

Staff recommends approval of Resolution No. 15-18.

Fiscal Impact:

Attachments:

I. Resolution No. 15-18

RESOLUTION NO. 15-18

A RESOLUTION of the City of Richland authorizing the preparation and submittal of an application to the Washington Association of Sheriffs and Police Chiefs for grant funding to provide education to raise awareness of human trafficking.

WHEREAS, the Washington Association of Sheriffs and Police Chiefs (WASPC) provides grant funding to be used to raise awareness and identify warning signs of human trafficking; and

WHEREAS, the City of Richland is eligible to apply for this grant and is not required to provide matching funds; and

WHEREAS, a grant from WASPC would assist with providing greater public awareness through media and marketing; and

WHEREAS, funds provided through the grant would assist with hosting the Eastern Washington Commercial Sexual Exploitation of Children (CSEC) Conference to provide training and education for law enforcement, first responders, courts, and social service providers.

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

Section 1. A designee of the Richland Police Department is authorized to make formal application to the Washington Association of Sheriffs and Police Chiefs for grant assistance.

Section 2. Any grant assistance received will be used solely for the purposes of educating and raising awareness of human trafficking.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 16-18, Approving the 2018-2020 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77

Department:

Administrative Services

Ordinance/Resolution Number:

16-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 16-18, authorizing the City Manager to sign and execute the 2018-2020 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77.

Summary:

In August 2017, the City entered into negotiations with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77. IBEW represents approximately 32 of the City's Energy Services electrical and warehouse workers.

Terms of the proposed agreement include a total compensation package within the approved Council parameters and clean-up of contract language to align with City policies and changing laws and regulations. Wages and benefits are retroactive to December 25, 2017. IBEW members ratified the proposed agreement on December 22, 2017.

Staff recommends approval of Resolution No. 16-18.

Fiscal Impact:

Yes

Terms of the proposed agreement fit within the City's adopted 2018 budget and Council's collective bargaining parameters.

Attachments:

1. Resolution No. 16-18
2. Proposed 2018-2020 Collective Bargaining Agreement with IBEW

RESOLUTION NO. 16-18

A RESOLUTION of the City of Richland approving the 2018-2020 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77, and authorizing periodic Memorandums of Understanding.

WHEREAS, the Richland City Council desires to attract and retain qualified employees, and to maintain harmonious relations between the City and the IBEW, Local Union No. 77; and

WHEREAS, the existing Collective Bargaining Agreement ("Agreement") between the City and the IBEW, Local Union No. 77 expired on December 31, 2017; and

WHEREAS, amendments to wages, benefits, and other terms and conditions of employment are warranted based on external market conditions; and

WHEREAS, the City Manager may desire to enter into Memorandums of Understanding periodically throughout the term of the Agreement with the IBEW for operational and administrative purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2018-2020 Collective Bargaining Agreement with the IBEW is hereby adopted.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute the Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Manager is authorized, during the term of the Agreement, to enter into periodic Memorandums of Understanding with the IBEW for operational or administrative purposes.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately. Wages and benefits shall be retroactive to December 25, 2017.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

AGREEMENT BETWEEN

CITY OF RICHLAND

AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION NO. 77
AFL-CIO**

2018 – 2020

December 25, 2017 through December 30, 2020

**Adopted by Resolution No. 16-18, February 6, 2018
Contract # 60-18**

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**2018 - 2020
COLLECTIVE BARGAINING AGREEMENT
BETWEEN CITY OF RICHLAND AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 77**

PREAMBLE

This Agreement is made and entered into by and between the City of Richland, Washington, hereinafter called the "City" and Local Union No. 77 of the International Brotherhood of Electrical Workers, as bargaining agent for all employees of the City covered by the Agreement, hereinafter called the "Union".

The City and the Union recognize that harmonious relations should be maintained between them and with the public. The City, the Union, and the public have a common sympathetic interest in the progress of the electrical industry. All will benefit by continuous peace and by adjusting any differences which may arise by rational common-sense methods.

1.0 -- TERM AND SCOPE OF AGREEMENT

- 1.1 This Agreement shall be effective December 25, 2017 and shall remain in full force and effect through December 20, 2020 unless extended by mutual agreement of the parties. Either party desiring to reopen negotiations for a new Agreement may do so by notifying the other party of its intent not less than sixty (60) days prior to expiration of this Agreement. Negotiations for a successor agreement shall commence as soon thereafter as the parties may agree.
 - 1.1.1 Furthermore, the parties agree to a labor-management clause limited to health coverage, cost and modification of other benefits upon the agreement of both parties. After January 1, 2020, either party may propose to submit the Agreement to labor-management committee for purposes of assessing the most cost effective methods of providing health coverage while complying with the Affordable Care Act (ACA) or similar Federal program and avoiding penalties or taxes imposed by the ACA. The parties agree to regularly meet in labor-management in a good faith attempt to resolve the ACA issues. If agreement cannot be reached in labor-management meetings within 120 calendar days, but no later than January 1, 2020, that avoids ACA liability, then either party may re-open the Agreement to amend the provisions driving such liability.
 - 1.1.2 During the time of negotiations for a successor Agreement, the current Agreement will remain in full force and effect, subject to applicable law.

1.2 Savings Clause

Nothing in this Agreement is intended or shall be used to violate any legal public requirement or safety standard. If during the term of this Agreement laws become effective which are in conflict with this Agreement, the parties shall amend such conflicting provisions only and all other provisions shall continue in full force and effect.

2.0 -- UNION MEMBERSHIP, CHECKOFF AND REPRESENTATION

- 2.1 All employees of the City within the classifications covered by this Agreement shall as of this date be required to share in the cost of maintaining and operating the Union as their collective bargaining agency, in accordance with its rules, and shall be members thereof in good standing. The foregoing provisions shall not be construed as denying the City the right to select its supervised employees regardless of whether such employees are members of the Union, but it is the intent of the parties that new supervised employees shall become members in good standing of the Union within thirty (30) days after the date of their employment.
- 2.2 The City will deduct membership dues or representation fees and pay to the Union from the wages of all employees who in writing have authorized the City to do so and submit a monthly accounting of such deduction giving the amount deducted opposite the employee's name as long as such assignment is not revoked or beyond the termination of this Agreement, whichever first occurs.
- 2.2.1 Such authorization shall be effective not earlier than the month following the one in which the card is submitted to the City. Any change in union dues shall take effect the first of the month following receipt of written notice to the City, provided said notice is received at least twenty (20) days prior to said 1st of the month. The dues shall be deducted from wages earned, including vacation pay.
- 2.3 The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of actions taken or not taken by the City in reliance upon documents or cards or other information furnished to the City by the Union in complying with any of the provisions of this particular section. The Union shall not be responsible for any claims arising from errors, omissions, or negligence of the City.
- 2.4 An employee elected or appointed to office in the Local Union No. 77 which requires a part or all of the employee's time shall not lose their established seniority with the bargaining unit, as defined in Article 5.0, and shall be granted leave of absence upon application. Leave of absence under this clause shall be limited to one (1) year except that the City may grant extensions in increments of one (1) year for as long as the City deems practical.

- 2.5 The City shall furnish bulletin boards for the use of the Union for posting Union announcements and data. All bulletin board postings shall be approved in advance by a Union Steward.
- 2.6 Employees covered by this Agreement shall not be required as a condition of employment to pass through a legal picket line recognized by IBEW Local 77, nor shall any form of discipline be brought against any employee refusing to pass through such picket lines provided, that:
- 2.6.1 The picket line has had prior approval of the Local Union and is sanctioned by the appropriate Central Labor Council.
- 2.6.2 Employees shall be required to serve a customer who is not the object of the picketing. The Union will not refuse to service City owned equipment after the pickets are removed.
- 2.6.3 The Union recognizes that the City has an obligation which may require the dispatching of Union exempt personnel to perform work which is the subject of a labor dispute and where the City's Union personnel have refused to cross a legal picket line. The Union agrees that in addition to the provisions above the Union shall not interfere with exempt personnel so dispatched. It is understood that any Union employee willfully ignoring this understanding removes himself from the protection afforded above. The Union will not bring charges through Union government, against any exempt employee who is following a directive issued by the City management and which requires the crossing of a legal picket line.
- 2.7 Representatives of the Union, previously accredited to the department in writing by the Union shall be permitted to come on the premises of the department for the purpose of investigating and discussing grievances if they first obtain permission to do so from the City, provided the Union representative does not interfere with the work of the employee.
- 2.8 For the purposes of negotiating new/successor Agreements, the Union negotiating team will be provided one hundred fifty (150) total hours of City paid Union time to be shared among all Union negotiating team members for the purpose of bilateral negotiations with the City and related caucus or preparation time needed once negotiations for the successor Agreement has commenced. A list of eligible negotiating team members shall be provided to the City prior to the hours becoming available for use.
- 2.9 The City will recognize two (2) stewards selected by the Union from employees within the bargaining unit who have completed their probationary period. The Union shall inform the Human Resources Director in writing of the names of the business representative, stewards and their area of representation. Only persons so

designated will represent the Union. The Union shall give the City five (5) days advance written notice of any change of Union representation.

- 2.9.1 Union stewards may, after receiving permission from their supervisor and notification to the visitation supervisor, visit the work locations of employees covered by this Agreement for the purpose of investigating any potential grievance and/or misinterpretation or violation of this agreement.
- 2.10 All Union business shall be conducted during off-duty hours, except as provided in this Article. There shall be no solicitation of or for membership or collection or checking of dues or any other Union activity during work hours.
 - 2.10.1 Work hours shall not be used by officers, employees or business agents to conduct union business or promote union affairs other than in Article 2.10.2.
 - 2.10.2 The steward or employee involved in processing a grievance during employee regular working hours shall not lose pay for reasonable time, as determined by the employee's supervisor, spent in such discussion. International Union representatives may participate as deemed necessary by the Union. Additional Union representatives may participate in grievance meetings with the prior consent of the Human Resources Director.
- 2.11 The City agrees not to discriminate against any member of the Union for the employee's activity on behalf of or because of membership in the Union as expressly provided in this Agreement.

3.0 -- MANAGEMENT RIGHTS

- 3.1 Any and all rights concerned with the management and operation of the City are exclusively that of the City unless otherwise expressly provided by the terms of this Agreement.
- 3.2 In keeping with professional ideals and standards, neither the Union nor the City shall invoke the name of the other party as a sponsor or supporter to any fund-raising activities without the written agreement of the duly-designated representative of the sponsoring party.
- 3.3 The City retains the sole right to manage its business and direct its workforce covered by the Agreement. This includes, but is not limited to, the right to hire, to classify, to transfer, to promote to supervisory or other positions, to discipline or discharge for cause, to determine an employee's ability or qualifications to perform the work required, to use improved methods or equipment, to subcontract any operations or work, to permanently or temporarily increase or decrease the workforce to plan, direct, control, curtail, discontinue, or increase operations, to grant voluntary benefits, to maintain order and efficiency, including but not limited to, the right to establish, modify and enforce work rules in order to comply with federal or state regulations, or

to promote safety among the employees and for the public, and to provide services to the citizens, and to regulate the conduct among the employees.

- 3.4 These rights are subject only to the written terms of this Agreement, and any and all established or implied rights of the City, the Union, or the employees. The City recognizes its obligation to provide notice and opportunity to bargain with the Union over all mandatory subjects of bargaining before altering current conditions, provided that the City has no obligation to bargain over its exercise of these core management rights recognized by applicable law to be within unilateral management discretion.

4.0 -- RECOGNITION

4.1 Unit Description

The types of employment covered by this Agreement are listed below. The City hereby recognizes the Union as the exclusive bargaining agent for classifications enumerated in Appendix A. It is understood that supervisors are not bargaining unit employees.

4.2 Regular Full-Time Employees

Regular full-time employees shall mean employees who occupy budgeted positions, work a regular schedule of 2080 hours in a calendar year in classifications listed in Appendix A, and have successfully completed their probationary period.

4.3 Temporary Employees

Temporary employees shall mean employees who are employed to assist with unusually high workloads or temporary job vacancies due to injuries, illnesses, or other extenuating circumstances. Temporary employees will not be employed for more than six (6) months consecutively without written approval by the Union.

4.3.1 In the event a temporary employee is continuously employed more than six (6) months, that employee shall be afforded enrollment rights into a City-designed minimum Essential Coverage Plan that meets the requirements of the ACA. The City and the employee shall each pay fifty percent (50%) of the employee and child premiums, and the employee shall pay one hundred percent (100%) of the spouse premium.

4.3.2 An employee paid under the Northwest NECA-IBEW Local 77 or Local 112 Collective Bargaining Agreement rates will be afforded an opportunity to enroll in the Essential Coverage Plan when meeting the eligibility requirements. Unless the employee voluntarily chooses to opt out of City Essential Coverage, they will forfeit the component of the Northwest NECA-IBEW Local 77 or Local 112 wage pertaining to medical benefits when the employee elects enrollment.

4.3.3 Temporary employees will be paid the hourly rate as listed by job classification in Appendix A except temporary employees working in like job classifications to those listed in the Northwest NECA-IBEW Local 77 and NECA-IBEW Local 112 Collective Bargaining Agreements (CBAs) will be paid the hourly rate, plus a payment in lieu of benefits as expressed and in effect in the Northwest NECA-IBEW Locals 77 and 112 CBAs. Example: construction rate plus amount in-lieu of benefits equals straight-time hourly rate. Upon request, the Union will provide the City with the recognized wage schedules/rates for temporary employees.

4.3.4 Temporary employees are entitled to wages and working hours covered by the provisions of this Agreement; however, are not subject to any additional provisions or benefits provided for in this Agreement unless specifically stated in writing.

4.4 Communication and Notices

Any notices to be given hereunder by either party to the other shall be effected in writing either by personal delivery or by first class mail as follows:

To the City

Human Resources Director
505 Swift Blvd., MS-12
Richland, Washington, 99352

To the Union

Business Representative
2626 West Clearwater Avenue
Kennewick, Washington 99336

4.5 Memorandums

The City Manager or designee is fully authorized to enter into Memorandums of Understanding (MOU) and/or Memorandums of Agreement (MOA) with the IBEW Local 77

5.0 -- DIVISION DEFINITIONS

5.1 For the purposes of this Agreement, the term Energy Services Department will be used to refer to all three divisions outlined as follows:

1. Power Operations Division;
2. Systems Division;
3. Technical Services Division.

5.2 The Purchasing & Warehouse Division is within the Administrative Services Department.

6.0 -- CONTRACTS

6.1 Contracting

6.1.1 All maintenance, plant additions, alterations, and changes of electrical substation and distribution facilities shall normally be done by employees of the City of Richland covered by this Agreement. The City retains the right to enter into contracts for the furnishing of work to the City as set forth in State laws.

6.1.2 The City also retains the right to enter into contracts for the furnishing of work to the City when work is available for all regular full-time employees of the City of Richland covered by this Agreement or when the City does not have either the required equipment or personnel to perform the work.

6.2 The City shall make appropriate provisions in any Agreement entered into with any contractor or subcontractor for the furnishing of work to the City that such contractor or subcontractor shall conform with the current and prevailing schedule of wages and conditions for the type and kind of work involved.

7.0 – GRIEVANCES AND ARBITRATION

7.1 A "grievance" means a claim or dispute by an employee or group of employees with respect to the interpretation or application of the provisions of this Agreement.

7.1.1 An employee or a group of employees, or their delegated representative, who consider they have a grievance may present such a grievance within fifteen (15) working days of its alleged occurrence to the employee's division head who shall give an answer in writing within seven (7) working days after it is presented to him.

7.1.2 If the employee or employees are not satisfied with the solution by the division head, the grievance, in writing, may be presented within seven (7) working days after receipt of the division head's response to the Department Director who shall give an answer in writing within seven (7) working days after it has been presented to Department Directors. The grievance shall be signed by the aggrieved employee and/or Union Steward and shall state the issue, the section of the contract allegedly violated, if any, the facts pertaining to the matter, and the remedy sought by the aggrieved employee and/or Union.

7.1.3 If the employee is not satisfied with the solution by the Department Director, the grievance, in writing, together with all other pertinent material may be presented within twenty-one (21) working days after receipt of the Department Director's response to the City Manager by the employee or Union representative.

- 7.1.4 Any grievance involving the interpretation or application of this Agreement which is not resolved by the City Manager within twenty-one (21) working days after it is presented to him/her, may be referred to arbitration; provided, any demand for arbitration shall be filed, in writing, within forty-two (42) working days after its presentation to the City Manager.

7.2 Arbitration

- 7.2.1 In the event that a mutually acceptable arbiter cannot be selected by the parties within fourteen (14) working days following the above said demand for arbitration, the demand may be filed with the American Arbitration Association (AAA). The demand for arbitration shall request American Arbitration Association (AAA) submit a list of nine (9) arbitrators for consideration of the parties. Should the parties be unable to agree on a selection from the list, the parties shall alternatively strike one (1) person from the list until only one (1) name is remaining. Such person shall be appointed as the arbitrator.
- 7.2.2 It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render the decision based on the interpretation and application of the provisions of the Agreement within thirty (30) working days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond the arbitrator's jurisdiction. The expenses of the arbitrator (arbitrator's fee and arbitrator's charged expenses) shall be borne equally by the parties hereto. Each party will be responsible for its own expenses incurred during the preparation and presentation of any arbitration procedure.
- A. Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new Agreements or to change any of the present provisions of this Agreement.
- B. None of the foregoing is intended to mean that either the Union itself or the City itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the Union and the City to so lodge and process a grievance is expressly confirmed. An employee may be represented at any stage of the grievance procedure by the Union. No settlement of a grievance with any employee shall be contrary to the terms of this Agreement.

8.0 -- HOURS AND MEALS

- 8.1 Eight (8) hours of work shall constitute a day's work. The work day shall start at 7:00 a.m. and continue until 3:30 p.m. with one-half (1/2) hour from 12:00 noon to 12:30 p.m. to be designated as lunch period. The work week shall be from Monday morning

at 7:00 a.m. until Friday at 3:30 p.m. The one-half (1/2) hour may be changed to one hour by Agreement between the City and the Union.

8.1.1 Employees will report for work on time and ready to begin work at the designated starting time.

8.1.2 When employees return to the shop at end of day (or in the event he or she returns to the shop for lunch), employees will not do so earlier than ten (10) minutes before the scheduled break in work time.

8.1.3 Rest breaks shall be taken at the job site unless it is necessary to do otherwise (weather, facilities, and likewise), and shall be fifteen (15) minutes each in the morning and afternoon.

8.2 Lunch Period

The total amount of time to be allowed for the lunch period, excluding clean-up time outlined in Section 8.1.2, shall be one-half (1/2) hour, from 12:00 noon to 12:30 p.m.

8.3 Meal Time

Meal time shall be 6:30 a.m. for breakfast, 12:00 noon for lunch, and 6:00 p.m. for dinner. Any employee called from the employee's home at hours other than the employee's regular hours or held over after work shall be furnished a hot meal at the hours stated herein or as near to these stated hours as practical. For the purpose of determining per diem rate in 8.3.2, meals taken between 6:30 a.m. and 11:59 a.m. shall use breakfast per diem, meals taken between 12:00 noon and 5:59 p.m. shall use lunch per diem, and meals taken between 6:00 p.m. and 6:29 a.m. shall use dinner per diem.

8.3.1 On any day when work is being performed away from the City shops, the employee(s) shall eat his or her lunch at the job site (or nearby, so long as it does not require tear down/set up of the job site/equipment), unless permission to do otherwise is granted by the City.

8.3.2 The employee working overtime shall have worked a minimum of two (2) hours before a meal will be required. Meals required herein shall be at an eating establishment within the service area of the Energy Services Department. The City will pay employees' meals up to the U.S General Services Administration (GSA) published per diem rates for applicable meals, as modified by the City Finance division and in accordance with the City administrative rules, to include use of Purchase card, etc.. The additional money for incidentals allowed in the GSA of up to five dollars is incorporated into the Finance per diem rates. The City will pay for up to four (4) meals in a 24-hour period.

- A. When dining in groups which result in a mandatory tip percentage above that defined in City Business Travel and Expense Policy #1420, the City shall cover the difference. A receipt will need to be submitted showing the higher tip percentage is required. When the employee's meal is above the per diem rate, the employee is required to pay the difference at the time of the meal, unless otherwise approved by the Supervisor.
 - B. The City will compensate the employee in the amount of \$10.00 for each meal missed.
- 8.3.3 Exceptions to these hours may be established to meet the conditions in some particular cases by mutual consent.
- 8.3.4 It is recognized that at times weather conditions experienced in the City's service area are beyond that in which an employee can safely and efficiently work. It is agreed that under such conditions the employees may be assigned alternate duties in a protected area. The intent of this provision is to reaffirm the willingness of the City and Union to recognize inclement weather as a valid reason for a supervisor to assign alternate duties. The Union recognizes that emergency work involving danger to life or property must be performed regardless of weather conditions.

9.0 -- OVERTIME AND CALL-OUT

- 9.1 Employees paid on an hourly rate shall be paid for overtime at the double time rate for all time worked other than the regular day or shift; overtime to begin when employees are called for work and end when they return to the place from where called.
- 9.2 Employees required to work during their normal meal period shall receive the overtime rate of pay for that portion of the meal period that they work. The actual amount of time used during the regular eight (8) hour work day for a meal shall be deducted as unpaid time from the total work day time in computing the day's compensation. If an employee is assigned a substitute meal period, replacing the regularly scheduled lunch period, and if said substitute meal period ends at least one (1) hour after the beginning of the regularly scheduled meal period, then said employee shall be paid for the substitute meal period, with no deduction being made from the regular eight (8) hour work day.
- 9.3 Call-Out Pay
- 9.3.1 Employees shall receive an amount equal to not less than four (4) hours pay at the straight time rate when called out from their homes at times other than regular working hours. Employees shall be paid the regular overtime rates from the time they are called until they are returned to their homes.

- 9.3.2 Employees will not be entitled to more than one (1) minimum call-out pay (four (4) hours straight time) in any two (2) hour period initiated by a call-out. Work performed immediately after and in conjunction with the end of regular work hours does not qualify for the minimum call-out pay.

9.4 Minimum Rest Periods

- 9.4.1 Equal time off (rest period) for work between 10:00 p.m. and 6:00 a.m. Any employee who works any overtime between 10:00 p.m. and 6:00 a.m. will be entitled to an aggregate of eight (8) hours rest before reporting for work for their regular schedules. If such rest period should overlap the employee's scheduled workday, he/she will suffer no loss in pay for the time of such overlap.
- 9.4.2 For work extending into next regular shift, employee would receive equal rest time taken immediately following the completion of the work that caused the need for rest time or, with the approval of the employee's supervisor, at the end of that day's work.
- 9.4.3 If equal time off results in less than two (2) hours remaining in regular shift, then employee will not be required to report for work with no loss of pay.
- 9.4.4 If an employee is required, by mutual consent, to return to work before the appropriate minimum rest period has elapsed, he/she shall be paid at the overtime rate for hours worked until the full continuous rest period has been granted or received. The rest period will be unpaid, except for rest period hours that coincide with the employee's regularly scheduled hours of work, during which time the employee is entitled to straight time pay.
- 9.4.5 An employee, who has worked continuously 16 hours or more, will be entitled at end of work assignment to eight (8) hours continuous hours of rest before reporting for the normally scheduled work day. He/she shall be paid at the overtime rate for hours worked until the full continuous rest period has been granted or received. The rest period will be unpaid, except for rest period hours that coincide with the employee's regularly scheduled hours of work, during which time the employee is entitled to straight time pay.
- 9.5 Employees shall receive the overtime rate for all hours worked before 7:00 a.m. and after 3:30 p.m. and all day Saturday or Sunday. In the event that the work day is extended from 3:30 p.m. to 4:00 p.m., as per the provisions of Section 8.0, employee shall then receive the overtime rate of pay for all hours worked before 7:00 a.m. and after 4:00 p.m.
- 9.6 Scheduled overtime or overtime which is the continuation of a regular shift will be manned in the following manner: the employees will be asked to volunteer beginning

with the qualified employee with the least amount of overtime and working toward the employee with the most overtime. If there are no volunteers, the least senior qualified employee shall perform the required overtime. For overtime scheduled on the employee's regularly scheduled day off, the employee shall receive a minimum of four (4) hours at the applicable overtime rate of pay.

9.7 Headquarters

Employees shall travel from shop to shop on City time and shall report at shop headquarters in which they are regularly employed.

9.8 Payday

The City will pay employees every other Thursday. Pay shall include time worked for the two (2) week period through the previous Sunday. If any pay day falls on a holiday, the preceding day shall become the pay day.

9.9 Safety

The applicable rules and regulations promulgated by the State of Washington shall apply and become a part of this Agreement.

9.10 High Time

9.10.1 Work performed seventy-five (75) feet above ground or higher shall be paid at overtime. Such pay shall be for a minimum of one (1) hour.

9.10.2 Work performed at City playfields sixty-five (65) feet above ground or higher shall be paid at overtime. Such pay shall be for a minimum of one (1) hour.

9.11 Relief from Duty

Employees relieved from duty during the first half of the day or shift shall receive not less than one-half day's pay. If relieved after having been on duty more than one-half day, they shall then receive a full day's pay. This clause will not apply to employees relieved from duty due to disciplinary action. The City may place employees on Paid Administrative Leave during investigatory proceedings.

9.12 Temporary Assignment

A qualified employee placed on a temporary assignment to a higher classification shall receive the prevailing rate of pay for the higher classification during the entire period of the assignment.

10.0 -- ATTENDANCE POLICY

The parties agree that regular and prompt attendance of each employee is necessary so that service to customers can be met in an efficient manner. The purpose of this article is to promote satisfactory attendance and shall be applied uniformly and consistently to all employees covered by this Agreement.

- 10.1 Employees may be subject to disciplinary action for Unscheduled Paid Time Off (PTO), as specified in Section 11.1.2, abuse which indicates a pattern of habitual absence.
- 10.2 Unscheduled PTO abuse occurs when Unscheduled PTO is taken for other than the approved reason originally given; the employee fails to comply with notification or documentation requirements; the employee is excessively absent from work on an unscheduled basis and reaches one of the following thresholds:
 - 10.2.1 Unscheduled PTO use of more than eight (8) days in an accrual year.
 - 10.2.2 Use of Unscheduled PTO which indicates a pattern in conjunction with vacations, holidays, frequent single day absences or accrue it/use it patterns.
 - 10.2.3 Some examples which would not be considered Unscheduled PTO abuse are, FMLA leaves, work place injury and medical provider ordered confinement in excess of three (3) or more days.

The above also applies to grandfathered sick leave.

10.3 Action Step 1

When an employee exceeds any of the thresholds, the employee's immediate supervisor will meet with the employee, discuss the problem and agree upon expectations for correcting the problem. This meeting will constitute a verbal warning.

10.4 Action Step 2

Should the problem continue, progressive discipline may commence in accordance with the City of Richland Code of Employee Conduct.

11.0 -- PAID TIME OFF AND EXTENDED SICK LEAVE

Effective February 24, 2003, Paid Time Off (PTO) was provided to employees in lieu of vacation and short-term sick leaves. In addition to PTO, an Extended Sick Leave (ESL) bank was created.

The purpose of PTO is to compensate employees for absences due to injury, illness, vacation, and personal business. In addition, the program is designed to provide employees with personal flexibility regarding the use of leave.

With the implementation of PTO and ESL, the following will be eliminated: 1) floating holiday (eight (8) hours are included in the PTO accrual rate calculation); 2) doctor and dentist appointment leave; and 3) bereavement leave.

11.1 Paid Time Off (PTO)

11.1.1 Full-Time Accrual Rate

PTO hours accrue based upon the actual number of regular paid hours.

<u>Years of Continuous Service</u>	<u>Hours Per Month</u>
0 months through 9 years	18.67
10 years through 15 years	20.67
16 years through 20 years	22.67
21 years through 25 years	24.67
Over 25 years	26.67

A. Accumulation Limit

Accumulation of PTO shall be limited to 500 hours. Employees will be responsible for ensuring that they do not exceed the 500-hour limit by December 31 of each year. Any balances in excess of 500 hours will be reduced to 500 hours at that time.

B. Pro-ration

Leave accrual for regular part-time employees is prorated based on scheduled hours.

11.1.2 Authorized Uses

Authorized use of PTO must be either Scheduled or Unscheduled (see definitions below). Employees will only be compensated for utilizing leave which meets the below authorized uses. Leaves not meeting the below criteria will be considered unexcused absences and may result in disciplinary action.

A. Scheduled

Scheduled uses are those not defined as unscheduled. Requests for scheduled PTO must be submitted at least three (3) days in advance. Once PTO has been scheduled, it may not be changed except for reasons authorized by the division supervisor. Depending on the workload of the unit, the supervisor may waive all or part of the three (3) day advance notice requirement. Obtaining prior approval constitutes scheduled leave. Employees are encouraged to request leave earlier than three (3) days in advance to assist in the smooth operation of the department.

B. Unscheduled

Unscheduled uses of PTO must be compelling and of an emergency/urgent nature. Preventative health and dental appointments are not considered unscheduled and must be requested in advance in accordance with the provisions for scheduled uses above.

- 1) An employee who is unable to report to work due to an unscheduled absence must contact their division supervisor in accordance with department/division policy, or absent such a policy, fifteen (15) minutes prior to the beginning of his/her scheduled work shift.
- 2) Prior to submitting a timecard an employee, if requested, must provide his or her division supervisor with satisfactory explanation/documentation as to the nature and extent of unscheduled PTO uses.
- 3) The employee must keep his or her division supervisor informed of a medical condition. If the absence is of more than three (3) working days' duration, the employee may be required to submit a medical certificate signed by a physician stating the kind and nature of the sickness or injury and stating that the employee has been incapacitated for work for the period of absence.
- 4) Below are eligible unscheduled uses:
 - a) Personal Sick
Unscheduled PTO is available for employees who need to take leave for personal illness or non-work related physical disability.
 - b) Work Related Illness or Injury
Employees may use scheduled PTO for follow-up medical appointments related to an industrial injury, or to make up differences between state mandated benefits and regular pay as outlined in Section 13.1 Disability Leave herein.
 - c) Family Sick
Unscheduled PTO is available when employees are required to provide temporary assistance in situations where injury or illness of an immediate family member prevents them from coming to work. Immediate family members include spouse; child and grandchild (nature, adopted and step); parent, guardian grandparent and sibling (natural, adopted, step and in-laws). It does not include uncle, aunt, niece, nephew or cousin.

11.1.3 Annual Buy-Out

With written approval from the division head and department director, an employee may buy-out a portion of his or her accumulated PTO on an annual basis. Said buy-out will be made at the employee's base straight time hourly rate of pay and is subject to the following:

- A. The employee must have at least 200 hours of PTO remaining in his or her accumulation account after said buy-out; beginning January 1, 2016, employee must have 100 hours of PTO remaining in his or her accumulation account after said buy-out;
- B. The employee must have taken at least forty (40) consecutive scheduled hours of PTO in the twelve (12) months preceding the buy-out;
- C. The minimum cash buy-out is twenty (20) hours and the maximum is sixty (60) hours; limited to one (1) time per calendar year;
- D. Employees may buy out an additional twenty (20) to sixty (60) hours of PTO for purposes of funding the ICMARC 457 Deferred Compensation plan; limited to one (1) time per calendar year;
- E. Approval of the buy-out is discretionary on the part of the employee's department director who may approve all, a portion or none of the request depending upon available funds, and anticipated workload of the employee as determined by the City;
- F. Approved requests for buy-outs must be submitted as a part of the regular payroll (no special requests) as an entry on the employee's timecard;
- G. The City may modify the Buy-Out provisions in order to comply with IRS guidance regarding avoidance of tax liability for both City and employee. Employees are responsible for understanding the tax implications of such a buy-out.

11.1.4 Pay-Off Upon Termination

Except for employees serving their initial probationary period, accumulated PTO up to the accumulation limit of 500 hours shall be paid out at the time of termination. Said hours shall be compensated at the employee's straight time base rate of pay.

11.1.5 Donation and Transfer of PTO

The policy of the City is to allow employees to donate PTO to co-workers facing personal emergencies who have exhausted all accrued leave.

- A. An employee is eligible for donated leave when 1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause)

which exceeds sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or 2) when an attending physician determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

- B. Recipients are limited to receiving 240 hours of donated leave for any one incident or illness and may not request Donated Leave more than one time in any concurrent five (5) year period.
- C. The leave recipient must pay insurance premiums while using donated leave, and will not accrue PTO or ESL while using Donated Leave.
- D. An eligible employee requiring use of Donated Leave shall notify his or her division head in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.
- E. The division head shall forward the request to Human Resources for approval.
- F. The Human Resources Department is responsible for approving the request and forwarding the PTO Donation Transfer Form (see employee intranet) for organizational wide notification and distribution.
- G. Employees donating PTO Leave will be required to maintain a PTO balance of at least 200 hours after the transfer of leave and, employees may not donate more than 100 hours per year of their PTO balance. Beginning January 1, 2016, employees donating PTO leave will be required to maintain a PTO balance of at least 100 hours after the transfer of leave, and employees may not donate more than 100 hours per year of their PTO balances.
- H. PTO is transferred based on the dollar value of said leave. For example, the requesting employee earns \$10.00 per hour base. The donating employee earns \$20.00 per hour, and wishes to transfer ten (10) hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with twenty (20) hours (\$200 divided by \$10/hour).
- I. No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program.
- J. If the recipient does not use all the leave donated, the remainder will be returned to the donors as nearly as possible in the ratio of each employee's donation to the total amount.

11.2 Extended Sick Leave (ESL)

The purpose of ESL is to compensate employees for long-term illness/injury or for grieving and bereavement of a family member.

11.2.1 Full-time Accrual Rate and Initial Crediting of Hours

ESL will accrue at a rate of four (4) hours per month. In addition to this accrual, new employees shall be credited with 200 hours of ESL their first pay period.

11.2.2 Accumulation Limit

Accumulation of ESL shall be limited to 600 hours.

11.2.3 Proration

Leave accrual limits for scheduled part-time employees are prorated based on scheduled hours.

11.2.4 Authorized Uses

- A. ESL is available when employees are required to provide long-term assistance in situations where injury or illness of self or an immediate family member prevents them from coming to work. Immediate family members include spouse; child and grandchild (natural, adopted, and step); parent, guardian, grandparent and sibling (natural, adopted, step and in-laws). It does not include uncle, aunt, niece, nephew, or cousin. This leave is only available once the employee has been on approved leave (for illness/injury) for over eighty (80) continuous working hours. It may be used retroactively if the condition persists for over eighty (80) working hours and Paid Leave was originally requested.
- B. Under special circumstances and with approval of the Human Resources Director, an employee returning to work from a serious illness / injury may be authorized to use ESL on an intermittent basis to continue treatment / rehabilitation.
- C. ESL is authorized up to forty (40) hours for bereavement purposes (immediate family as defined above) per occurrence. Additional time off may be requested using PTO.

11.2.5 Pay-off Upon Termination

There will be no cash out available for ESL upon termination or retirement.

11.2.6 Donation of ESL

ESL cannot be donated.

11.3 Grandfathered Sick Leave

11.3.1 All existing sick leave accumulated prior to January 1, 2003 is considered "grandfathered". Authorized uses include only Scheduled preventative health and dental appointments, Unscheduled Personal/Family Illness, or long-term illness or injury.

11.3.2 Twenty-five percent (25%) of unused Grandfathered Sick Leave shall be contributed to the ICMARC Retirement Health Savings (RHS) Program upon service related retirement, not to exceed five thousand dollars (\$5,000.00).

12.0 -- HOLIDAYS

12.1 Ten (10) holidays with pay shall be as follows:

<u>HOLIDAY</u>	<u>DATE TO BE OBSERVED</u>
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day after Thanksgiving	Fourth Friday in November
Christmas Eve	Day before observance of Christmas
Christmas	December 25

NOTE: The eight (8) hour floating holiday was included in the PTO accrual rate calculation.

12.2 When one of these holidays falls on Sunday, the Monday following shall be the holiday. When one of these holidays falls on Saturday, the preceding Friday shall be the holiday. When a holiday falls within an employee's vacation period the holiday shall extend the vacation period.

12.3 All work on holidays mentioned herein shall be paid at the rate of overtime in addition to holiday pay.

12.4 In order to be eligible for holiday pay as specified herein, the employee must work their last scheduled work day prior to the holiday and then first scheduled work day after the holiday. Excused absence the day prior to and/or the day after the holiday will be considered a day worked for the purpose of holiday pay eligibility.

13.0 -- OTHER LEAVES AND COMPENSATORY TIME OFF

13.1 Disability Leave

13.1.1 In the case of any disability which is covered by State Industrial Insurance or Workers' Compensation, the City will pay to such disabled employee an occupational disability allowance equal to 100% of the employee's regular straight-time wages for the first five (5) days (40 hours) of covered disability. The City will continue to pay 80% of the employee's regular straight-time wages for an additional maximum period of two hundred fifty-five (255) working days, to make a total of two hundred sixty (260) working days to include time worked in light duty assignments. After the 260 working days additional disability payments will be issued by the City's Workers' Compensation Third Party Administrator based on continuing eligibility and rates established by the State of Washington Industrial Insurance. Cumulative PTO, Grandfathered Sick or ESL may be used to make up the difference between 80% straight-time wages and 100% of employee's base salary at the employee's option. At no time will the occupational disability allowance of 100% or 80% wages be less than the net mandated time loss compensation as indicated under the Revised Code of Washington Title 51, Industrial Insurance.

13.1.2 All applicable payroll deductions, voluntary or otherwise will be subtracted from the allowance which exceeds Title 51 compensation, subtracted from the optional use of other accumulated leave or paid by employee reimbursement.

13.1.3 PTO and ESL shall continue to accrue while an employee is receiving the occupational disability allowance. No paid leave shall accrue while an employee is on leave without pay.

13.2 Military Leave

The City shall abide by the provisions of the laws of the State of Washington RCW 38.40.060.

13.3 Jury Duty and Witness Service

An employee who is called for jury duty or is subpoenaed as a witness in a case to which the employee is not a party shall be paid his or her base pay during the absence less the amount of jury or witness fees (exclusive of mileage) the employee is paid or to which the employee is entitled.

13.4 Family Leave

The City may implement a policy that complies with federal, state and military leave laws. Employees will be allowed to use their paid leave in accordance with the Family Care Rules (WAC-296-130).

13.5 Unpaid Leaves of Absence

A regular full-time employee may be eligible for an unpaid leave of absence up to thirty (30) calendar days with the approval of the employee's Department Director. If such a leave is approved the employee will be considered to be active at work and entitled to the privileges and benefits as specified by this Agreement. If the employee fails to return from said leave, the employee will be considered as having abandoned the employee's job and be subject to termination.

13.5.1 A regular full-time employee with a minimum of two (2) years of service may be granted an unpaid leave of absence of up to one (1) calendar year with the approval of the City Manager. Prior to approval of such leave the employee must have exhausted all the employee's paid leave. During such leave, the employee will not accrue PTO or ESL, or receive any other benefits, and the employee's seniority will be frozen.

13.5.2 Upon return from such leave, the employee may displace the employee who replaced the employee or be placed in an open position as listed in Appendix A of this Agreement according to the employee's knowledge, skills and abilities. If the employee fails to return from such leave, the employee will be considered as abandoning the employee's job and be subject to termination.

13.6 Leave to Attend Funerals of City Employees

Regular full-time employees may be allowed to take necessary time off with pay at the discretion of their supervisor to attend a funeral of a City employee.

13.7 Compensatory Time Off Program

13.7.1 The parties agree to work cooperatively to address staffing resources and/or scheduling issues to mitigate any potential challenges which result from the Comp Time Program. The City shall establish administrative procedures including time reporting codes, dates for "blackout" during which no new Comp Time can be earned, and dates by which all unused Comp Time shall be cashed out in a regular payroll cycle and process.

13.7.2 In no event will unused Comp Time be carried over into the next year; all Comp time earned will be taken or cashed out at the rate it was earned, and in the same payroll or calendar year (the "year" used shall be determined by the City). Requests to use Comp Time for time off shall follow the PTO

request process and criteria. The City shall target the November/December timeframe for such administrative processes.

A. Comp Time Limit

20 Hours OT Deferred, 40 Hours Comp Time Taken

14.0 -- CLIMBING ALLOWANCE

Employees classified as journeyman lineman (M-F), Service Crew Foreman (M-F) and Senior Crew Foreman (M-F) will receive 1.5% additional pay for all hours worked plus leave hours. Climbing Allowance does not apply to leave pay-outs or buy-outs.

15.0 -- INSURANCE BENEFITS

15.1 Health Insurance

15.1.1 Regular Full-time Employees – Primary Health Coverage

A. For Full-time employees, the City shall contribute a percentage per month to the monthly premium for the City-sponsored Primary health plan. The Primary plan is a Preferred Provider Organization (PPO) benefit plan. The plan shall provide coverage for the employee and his or her eligible dependents. Employees may not opt out of health coverage, but dependents may be enrolled at the employee's option.

B. Employees will contribute the following percentages and the City shall contribute the balance percentages per month towards the employee and dependent health care premiums, based on the tier elected. The monthly employee premium contribution will be split equally and payroll deducted from the employee's first two paychecks of each month.

C. Employee's Elected Tier	2018 – 2020
Employee Only	12%
Employee & Spouse	12%
Employee & Child /Children	12%
Employee, Spouse & Child /Children	12%

15.1.2 Essential Plan Health Plan Coverage

A. Employees eligible for the City's Essential Plan Health Coverage will contribute 50% of the Employee cost when the employee chooses to enroll in the Plan (the employee may opt out of all coverage under the Essential health plan). Employees enrolled in the Plan may also enroll one or more eligible children in the Plan, and shall pay 50% of the cost for each child enrolled. Employees enrolled in the Plan may also enroll a spouse or registered domestic partner in the plan, and the employee shall pay the full cost of the premium.

- B. Also, the City will allow IBEW Local 77 members the option to enroll in a high deductible plan (HDHP) for eligible employees if the City implements such a plan during the term of this Agreement. Such a Plan would be an additional option to the existing Primary Health Plan.

15.1.3 Vision

The City will pay for a plan which covers full-time employees and all of his or her eligible dependents. Employees shall elect coverage based on tier (described above).

15.1.4 Dental

The City will pay for a plan which covers full-time employees and all of his or her eligible dependents. Employees shall elect coverage based on tier (described above).

15.2 Life and Accidental Death & Dismemberment Insurance

The City will maintain Basic Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base salary. The City will pay the entire premium for this coverage.

15.3 Long-Term Disability

The City will pay the entire premium for a Long Term Disability policy. The policy shall have a benefit of up to 60% of an employee's monthly base salary (not to exceed \$7,500 monthly benefit) and a waiting period of 90 days.

15.4 Deferred Compensation

15.4.1 In accordance with the City's plan document and limitations of federal law, regular full-time employees are eligible to voluntarily participate in the City's Internal Revenue Code (IRC) Section 457 Plan.

15.4.2 The City will match an employee's contribution on a dollar for dollar basis up to 4.25% of base pay into the City's Section 457 and/or 401(a) plans in 2018. This will increase to a 4.50% contribution match in 2019 and thereafter.

15.4.3 If the City determines that any RHS contributions made by the City or employees are expected to contribute to excise tax liability due to the ACA, the City will cease future employee and employer RHS contributions (including payroll and sick leave conversions) and contribute an equal amount into either the Section 457 or 401(a) Plan based on individual employee election.

15.5 Retirement

The City agrees to participate in the Public Employee Retirement System plan in accordance with the regulations established by the Public Employee Retirement System Commission.

15.6 Post Employment Health

Effective December 29, 2014, the Post Employment Health / Retiree Medical Plan and related programs will be modified and will affect employees/retirees as follows:

15.6.1 Active employees as of December 31, 2012, who chose to remain on the Post Employment Health / Retiree Medical Plan (Comprehensive Plan).

- A. Employees active as of December 31, 2012, who chose not to participate in the buy-out offered in 2012 and 2013, remained eligible for the Comprehensive Plan as modified January 1, 2013. (The Post Employment / Retiree Medical Plan was modified to a Comprehensive Post Employment Health / Retiree Medical Plan.)
- B. For retirees enrolled in the Comprehensive Plan, the plan is tiered rated based on tiers determined by the City at renewal annually, and the retiree shall contribute 50% and the City shall contribute 50% of the tier elected by the retiree.

15.6.2 For employees hired on or after January 1, 2013, the City shall contribute one percent (1%) of base salary each payroll period to the employee's City-sponsored RHS account and the employee shall contribute one percent (1%) to the same account.

15.6.3 Transition from RHS to Section 401(a) or Section 457 only upon RHS being subject to excise tax under the ACA: Effective January 1, 2020, both the employee and any/all City RHS contributions addressed in this Agreement shall be discontinued, and the City shall establish an equivalent-contribution program to an IRC Section 401(a) plan, if allowed by IRS guidelines. If these City and employee contributions cannot be made to a Section 401(a) plan, the City shall instead establish an IRC Section 457 plan instead, for both City and Employee contributions, except that the employee 1% contribution shall be voluntary by the employee.

15.6.4 Grandfather provision for former employees retired as of December 31, 2012:

- A. Retirees already participating in the Post Employment Health / Retiree Medical Plan will continue to participate in this plan. Effective January 1, 2013, the plan will be referred to as the Active Match Post Employment

Health / Retiree Medical Plan. The retiree will continue to pay 50% of the City's *composite* rate as in the past. At each plan renewal year, the retiree will pay 50% of the composite rate.

15.7 Retirement Health Savings Program

For regular full-time employees, the City will contribute 0.5% of base pay to the Retirement Health Savings (RHS) Program.

Upon service retirement from the City, employees shall contribute all unused Grandfathered Sick Leave within the limits of this agreement to the RHS Plan (refer to Section 11.3 Grandfathered Sick Leave).

15.8 IRC Section 125 Flexible Spending Account

Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account Program. The City will pay the administrative fee.

15.9 Optional Coverages

15.9.1 Employees may voluntarily contribute to and participate in other optional benefits offered by the City, included but not limited to the Employee Wellness and Employee Assistance Programs. It is understood that the City may unilaterally add, delete, increase or decrease optional plans or benefits with prior notice to the Union.

15.9.2 The City shall make available as an employee option, supplemental/voluntary life insurance for the employee, the employee's spouse and dependents. The cost for such insurance shall be entirely the responsibility of the employee.

15.10 Plan Administration and Employee Insurance Advisory-Only Committee (IAC)

15.10.1 It is understood the City is fiduciary and responsible for plan administration and associated decisions related to benefit plans. This shall include such matters as selection of brokers, carriers, and administrators as well as disbursement of all funds held in reserve or trust for group insurance purposes without regard to the source of such funds.

15.10.2 The City may formulate an IAC (to include IBEW Local 77 representation), which shall operate under a charter and focus on recommendations for future plan design modifications, mitigation of potential excise tax, and to control healthcare cost escalation. The IAC may also develop ways to encourage wellness and High Deductible Health Plan (HDHP) enrollment. The IAC is a recommending committee and has no authority to bind the City, IBEW Local 77, or other unions, or to implement changes desired by the IAC or its members.

16.0 -- WORKING RULES FOR LINE AND SUBSTATION CREWS

- 16.1 All framing of poles on the job or in any pole yard shall be done by Journeymen Linemen with the assistance of groundman. The erection of poles shall be done by line crews. Heavy crew shall include at least two (2) Journeymen Linemen in addition to a Foreman. The stubbing of poles shall be done under the supervision of a crew foreman. Tree trimming along rights-of-way of transmission and distribution lines where there is a possibility of contact with the line shall be done only by Journeymen Linemen or qualified Journeyman Tree Trimmer.
- 16.2 The regular line equipment will be operated by a Head Groundman/Heavy Equipment Operator. It is recognized that circumstances may make it necessary to deviate from this operating policy temporarily in case of absences from work. Employees qualified to operate equipment shall do so as required or assigned.
- 16.3 Whenever crews are combined temporarily so that the combined crews total more than four (4) men and involve more than one (1) Foreman, the senior Foreman shall then supervise. The other Foreman may do line work without reduction in pay.
- 16.4 There shall not be more than one (1) apprentice to every crew. The ratio of apprentices to journeyman shall be not more than one (1) to four (4). An apprentice must work under the supervision of a Journeyman.
- 16.5 The City shall replace gloves, hook straps, wing pads, hooks, body belts, safety belts, and small tools worn on the job. When they become worn out or otherwise inoperable as provided below, such equipment must first be brought to the appropriate non-union supervisor. The appropriate non-union supervisor, with input from the crew foreman, will determine whether such equipment has become unusable through normal wear and tear, or was lost during extraordinary working conditions. If that is the case, the appropriate non-union supervisor will authorize replacement. Equipment which is rendered unusable through neglect or abuse must be replaced at the employee's expense. In that case, the City will purchase such tools and deduct the cost from the employee's paycheck. Coveralls shall be furnished for use by employees when assigned work involving handling of oils, paint, grease, or other like products. Each new apprentice-lineman promoted from the City's work force will be furnished a set of tools mentioned in this clause.
- 16.6 All cut-ins and cut-outs shall be done by Journeymen.

17.0 -- STANDBY

- 17.1 It is recognized that the operations of the Energy Services Department is not large enough to justify the employment of regular trouble men/women at night or over the weekends and on holidays; therefore a standby schedule for this service may be worked out mutually satisfactory to the Union and the City whereby at least one

Journeyman Lineman will be available for trouble calls each night after regular hours and on Saturdays, Sundays, and holidays. Compensation for standby shall be forty-five percent (45%) of the compensation for a forty (40) hour week at the one hundred percent (100%) rate. As AMI technology is deployed through the Richland service area, the after-hours disconnects and reconnects via AMI technology will be conducted by the standby employee assigned. During the deployment, the MPP technicians will continue to do after hours reconnects for non-AMI meters. Post deployment, the standby duties include, but are not limited to, disconnects and reconnects after hours, whether in the field or remotely upon availability of AMI technology, after first offering the work associated with non-AMI meters to the appropriate IBEW Local 77 personnel (status quo).

- 17.2 During standby weeks in which a holiday occurs, two (2) times the current Journeyman Lineman hourly base rate of pay will be added to the normal standby for each holiday that falls within that standby week. All call-outs for the standby person shall be at the overtime rate as provided in 9.3.
- 17.3 For purposes of administering standby pay in 17.1 and 17.2 above, the following formula shall be applied, using the Journeyman Lineman rate, which divides the pay into a daily rate. Each Journeyman Lineman assigned to standby for one or more days during the assignment period shall be paid the daily rate for the specific days he/she is assigned to standby:

Daily Rate Formula:

6 Day Assignment: Base Jrny rate x 40 hours x 45% ÷ 7 x 6 days

6 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 45% ÷ 7 x 6 days + (2 hours x Jrny base rate)

7 Day Assignment: Base Jrny rate x 40 hours x 45% ÷ 7 x 7 days

7 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 45% ÷ 7 x 7 days + (2 hours x Jrny base rate)

7 Day Assignment with 2 Holidays: Base Jrny rate x 40 hours x 45% ÷ 7 x 7 days + (4 hours x Jrny base rate)

8 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 45% ÷ 7 x 8 days + (2 hours x Jrny base rate)

8 Day Assignment with 2 Holidays: Base Jrny rate x 40 hours x 45% ÷ 7 x 8 days + (4 hours x Jrny base rate)

18.0 -- DISCIPLINE

18.1 Employees shall have the right to request union representation during an investigative interview or meeting which could reasonably be expected to lead to disciplinary action.

18.1.1 Copies of written reprimands and suspension will be provided to the employee, the Union and will be placed in the employee's personnel file.

18.2 In the case of discharge, the employee will be provided a letter setting forth the reason(s) for such possible discharge and shall be entitled to respond to the reason(s) prior to any decision to discharge the employee.

18.3 Personnel Files

18.3.1 Access to personnel files shall be limited to the employee, the employee's authorized representative, officials of the City who have a business need for the access or as required by public records and freedom of information laws at the federal or state level. Employees shall have the right to review their files after providing reasonable advance notice and shall have the right to attach reasonable materials in explanation or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee.

18.3.2 An employee may request, in writing to the Human Resources office, that a written warning be removed from his/her personnel file after twelve (12) months, and a disciplinary suspension after eighteen (18) months if there are no further related disciplinary actions.

19.0 -- SENIORITY, FORCE REDUCTION AND REHIRE

19.1 Seniority

19.1.1 The following seniority rules shall apply separately to each classification. When it is found necessary to add new classifications to this Agreement, the City and the Union shall meet to negotiate wages and conditions for said new classification. Seniority does not apply to probationary employees.

19.1.2 In cases where two (2) or more employees start to work on the same day, the date of application for employment shall establish priority of position on the seniority list. When two employees start on the same day and have the same application date, the City's online applicant system time stamp shall establish seniority date for new hires.

19.2 Seniority in each classification shall be determined by length of service in each classification.

19.3 Seniority with the City shall be determined by length of continuous service with the City.

19.4 Bargaining unit seniority shall be determined by length of continuous service in the bargaining unit.

19.5 Promotions and Upgrades

19.5.1 It is understood and agreed that in all cases of promotion and upgrade, the following factors shall be considered in priority of the order listed below as conditioned. After consideration of the following, the hiring supervisor shall make the promotional selection from the two (2) highest ranked employee applicants; aka "rule of two":

1. Length of continuous service with the City.
2. Qualifications (see conditions listed below).

19.5.2 Qualification Conditions: Both parties agree to address in future labor management sessions the full array of qualifications to be considered for promotion and upgrade of each covered job classification and the procedural structure to be used to assess those qualifications; e.g., establishing a joint "Interview and Selection Committee". After consensus is reached, the parties will establish through a Memorandum of Understanding (MOU) a schedule to eliminate the "rule of two" provision referenced above and publish the list of qualifications and procedures to be used for future promotional and upgrade decisions by the hiring supervisor. Until such time as consensus is reached and memorialized through the MOU referenced above, the hiring supervisor will use best judgment to assess qualifications, including consideration of factors briefly listed by subject and discussed during contract negotiation sessions.

19.6 This first six (6) months of employment shall constitute a probationary period, during which time seniority will not apply. During the first six (6) months of employment the employee may be terminated without recourse to the grievance or arbitration procedure. After the first six (6) months of employment all names must appear on seniority list as of the first date of employment.

19.7 A seniority list shall be made and posted annually beginning with the first date of this Agreement. The list shall show length of service:

1. Service in present classification;
2. Continuous service within the bargaining unit classification defined in Appendix A;
3. Continuous service with the City.

19.8 Seniority shall forfeit when an employee:

1. quits, retires, or
2. is discharged for just cause, or
3. is laid off and fails to report within seven (7) days after having been recalled, or is laid off in excess of two (2) years.

Seniority may cease when an employee:

1. is absent for three consecutive work days without notifying the City, or
2. fails to report for work within 24 hours after termination of an authorized leave of absence.

19.9 The City shall have the right to make transfers in the case of employees whose health or physical condition makes it advisable to relieve them from duty in occupations which are hazardous or which involve physical or mental strain. Such transfers shall be based on the recommendation of a physician.

19.10 Force Reduction

19.10.1 When, by reason of lack of work, it is necessary to lay off employees in a given classification, the employee who has the least classification seniority shall be laid off first.

19.10.2 In the event two (2) or more employees have the same classification seniority, bargaining unit seniority shall be the determining factor. Employees being laid off may choose to bump into a lower classification and may do so providing they have more bargaining unit seniority than the employee occupying said classification and have the necessary qualifications, or have the ability to become qualified, as determined by management, within a reasonable length of time, to perform the job in said lower classification.

19.10.3 In the event two (2) or more employees have the same bargaining unit seniority, then total City service seniority shall be the determining factor. In the event two (2) or more employees have the same total City Service seniority, then the date of employment application with the City shall be the determining factor.

19.11 Employees laid off due to force reduction will retain their established seniority for a two (2) year period. For employees rehired before the two (2) year period, all prior service (including the time in lay-off status) shall be counted as continuous for PTO (Article 11.0) purposes, provided that employees who have been laid off who wish to return to work shall keep the City advised of their current address. Any accrued Grandfathered Sick Leave and/or Extended Sick Leave (ESL) at the time of a reduction in force will be credited to the employee at the time of a rehire/recall.

19.11.1 If an employee who is laid off January 1, 2015 or later accepts a City offer of temporary work during the above two (2) year period, the 2-year period will be suspended for the period of time the employee is working the temporary assignment. The remainder of the two-year period will restart the day after the temporary assignment ends.

19.12 Unemployment Compensation

It is understood that unemployment decisions are made by the State of Washington, not the City. Employees shall receive unemployment compensation in accordance with State of Washington law.

19.13 When an employee is transferred to any position in which the employee has had no previous experience, the employee shall be given a reasonable break-in period with an experienced employee in that position.

20.0 -- APPRENTICESHIP

20.1 The three (3) year (6,452 hours) apprentice will have journeyman seniority beginning with the fifth (5th) period.

20.2 Any bargaining unit employee in a higher paying classification (over ninety percent (90%)) who enters the apprentice program shall receive ninety percent (90%) of the one hundred percent (100%) journeyman rate to start. Thereafter, the employee shall remain at ninety percent (90%) until the employee successfully completes the requirements for a level six (6) apprentice.

21.0 -- GENERAL STATEMENT

21.1 Service Statement

21.1.1 The City is engaged in public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and its employees, members of said Local No. 77.

21.1.2 The Union agrees that its members, who are employees of the City shall individually and collectively perform efficient work and service; that they shall avoid and discourage waste of materials, time and manpower; that they shall use their influence and best efforts to protect the property of the City and its interests and to prevent loss of tools and materials; and that they shall cooperate with the City in promoting and advancing the welfare of the City and the service at all times.

22.0 -- DRUG AND ALCOHOL TESTING POLICY

- 22.1 The City's policy shall govern, which will reflect current state and federal requirements for a drug free workplace, drug testing, and CDL/DOT requirements. It is agreed that disciplinary action taken for violation of the City's policy shall be subject to the grievance procedure. Except for amendments made during the term of the Agreement for the purpose of statutory compliance, the parties will meet to negotiate the application of the changes.

23.0 -- NO-SMOKING POLICY

- 23.1 The City's no smoking ordinance is incorporated herein by this reference. Smoking and the use of tobacco-related products is prohibited in accordance with Ordinance No. 26-91, Richland Municipal Code 2.58. Employees shall comply with the terms and conditions of the ordinance.

24.0 -- COMMERCIAL DRIVER'S LICENSE

- 24.1 The City shall facilitate and cover the cost of physical examinations required of employees to maintain commercial driver's licenses. In addition, the City shall reimburse employees for the cost of renewing required commercial driver's licenses.

SIGNATURES

The parties hereto have caused this Agreement to be executed
this _____ day of _____, 2018.

City of Richland, Washington

IBEW Local 77

Cynthia D. Reents, ICMA-CM Date
City Manager

Lou Walters Date
Business Manager

Robert R. Hammond Date
Energy Services Director

Tad Iseminger Date
Business Representative

Cathleen Koch Date
Administrative Services Director

Al Scott Date
Steward

Allison Jubb Date
Human Resources Director

Sam Somes Date
Steward

Jake Henning Date
Steward

ATTEST:

Marcia Hopkins Date
City Clerk

APPROVED TO FORM:

Heather Kintzley Date
City Attorney

Appendix A
2018 – 2020 Classifications & Wages

	2017	2018	2019	2020**
		3.00%	3.00%	2.00%
WAREHOUSE DIVISION				
LEAD WAREHOUSE WORKER	\$35.87	\$36.95	\$38.06	\$38.82
WAREHOUSEWORKER II (3rd 6 mos)	\$31.25	\$32.19	\$33.16	\$33.82
WAREHOUSEWORKER II (2nd 6 mos)	\$30.09	\$30.99	\$31.92	\$32.56
WAREHOUSEWORKER II (1st 6 mos)	\$27.77	\$28.60	\$29.46	\$30.05
WAREHOUSEWORKER I (3rd 6 mos)	\$25.46	\$26.22	\$27.01	\$27.55
WAREHOUSEWORKER I (2nd 6 mos)	\$24.30	\$25.03	\$25.78	\$26.30
WAREHOUSEWORKER I (1st 6 mos)	\$23.15	\$23.84	\$24.56	\$25.05
ELECTRICAL TOOLKEEPER	\$35.87	\$36.95	\$38.06	\$38.82
POWER OPERATIONS DIVISION				
SENIOR CREW FOREMAN (M-F)	\$50.33	\$51.84	\$53.40	\$54.47
SERVICE CREW FOREMAN (M-F)	\$49.20	\$50.68	\$52.20	\$53.24
JOURNEYMAN LINEMAN (M-F)	\$43.74	\$45.05	\$46.40	\$47.33
INSPECTOR II	\$49.20	\$50.68	\$52.20	\$53.24
INSPECTOR I	\$45.93	\$47.31	\$48.73	\$49.70
APPRENTICE LINE, WIRE, & METER #6	\$41.57	\$42.82	\$44.10	\$44.98
APPRENTICE LINE, WIRE, & METER #5	\$37.63	\$38.76	\$39.92	\$40.72
APPRENTICE LINE, WIRE, & METER #4	\$35.87	\$36.95	\$38.06	\$38.82
APPRENTICE LINE, WIRE, & METER #3	\$34.57	\$35.61	\$36.68	\$37.41
APPRENTICE LINE, WIRE, & METER #2	\$33.69	\$34.70	\$35.74	\$36.45
APPRENTICE LINE, WIRE, & METER #1	\$32.82	\$33.80	\$34.81	\$35.51
ELECTRICAL SYSTEMS DISPATCHER	\$49.94	\$51.44	\$52.98	\$54.04
HEAD GROUNDMAN (M-F) - HEAVY EQUIPMENT	\$39.37	\$40.55	\$41.77	\$42.61
HEAD GROUNDMAN (M-F) - TRUCK OPERATOR	\$37.20	\$38.32	\$39.47	\$40.26
GROUNDMAN (M-F)	\$33.69	\$34.70	\$35.74	\$36.45
SYSTEMS DIVISION				
METER, POWER & PROTECTION FOREMAN (M-F)	\$50.83*	\$52.35	\$53.92	\$55.00
METER, POWER & PROTECTION TECHNICIAN III	\$48.16*	\$49.60	\$51.09	\$52.11
METER, POWER & PROTECTION TECHNICIAN II	\$46.39*	\$47.78	\$49.21	\$50.19
METER, POWER & PROTECTION TECHNICIAN I	\$45.07*	\$46.42	\$47.81	\$48.77

	2017	2018	2019	2020**
<u>TECHNICAL SERVICES DIVISION</u>				
ELECTRONIC & INSTRUMENTATION FOREMAN (M-F)	\$49.65	\$51.14	\$52.67	\$53.72
ELECTRONIC & INSTRUMENTATION TECHNICIAN III	\$47.68	\$49.11	\$50.58	\$51.59
ELECTRONIC & INSTRUMENTATION TECHNICIAN II	\$45.93	\$47.31	\$48.73	\$49.70
ELECTRONIC & INSTRUMENTATION TECHNICIAN I	\$44.62	\$45.96	\$47.34	\$48.29
ELECTRICIAN FOREMAN (M-F)	\$49.65	\$51.14	\$52.67	\$53.72
ELECTRICIAN III	\$47.68	\$49.11	\$50.58	\$51.59
ELECTRICIAN II	\$45.93	\$47.31	\$48.73	\$49.70
ELECTRICIAN I	\$44.62	\$45.96	\$47.34	\$48.29

*For calculation purposes, the 2017 listed wage for Systems Division positions include increase of 1% Meter, Power, and Protection market wage adjustment, effective beginning 2018.

**Effective the first day of the pay period that includes July 1, 2020, all employees shall receive an additional wage increase of 1.0%, for a total of 3% during 2020, in consideration of market and in recognition of some after-hours customer service-specific matters transferring to management. Any concerns will be resolved in labor management.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 17-18, Approving the 2018-2021 Collective Bargaining Agreement with the Richland Police Guild

Department:

Administrative Services

Ordinance/Resolution Number:

17-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 17-18, authorizing the City Manager to sign and execute the 2018-2021 Collective Bargaining Agreement with the Richland Police Guild.

Summary:

In July 2017, the City entered into negotiations with the Richland Police Guild. The Police Guild represents approximately 57 employees.

Terms of the proposed agreement include a total compensation package within the approved Council parameters and clean-up of contract language to align with City policies and changing laws and regulations. Wages and benefits are retroactive to December 25, 2017. Police Guild members ratified the proposed agreement on December 15, 2017.

Staff recommends approval of Resolution No. 17-18.

Fiscal Impact:

Yes

Terms of the proposed agreement fit within the City's adopted 2018 budget and Council's collective bargaining parameters.

Attachments:

1. Resolution No. 17-18
2. Proposed 2018-2021 Collective Bargaining Agreement with Richland Police Guild

RESOLUTION NO. 17-18

A RESOLUTION of the City of Richland approving the 2018-2021 Collective Bargaining Agreement with the Richland Police Guild, and authorizing periodic Memorandums of Understanding.

WHEREAS, the Richland City Council desires to attract and retain qualified employees, and to maintain harmonious relations between the City and the Richland Police Guild; and

WHEREAS, the existing Collective Bargaining Agreement ("Agreement") between the City and the Richland Police Guild expired on December 31, 2017; and

WHEREAS, amendments to wages, benefits, and other terms and conditions of employment are warranted based on external market conditions; and

WHEREAS, the City Manager may desire to enter into Memorandums of Understanding periodically throughout the term of the Agreement with the Richland Police Guild for operational and administrative purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2018-2021 Collective Bargaining Agreement with the Richland Police Guild is hereby adopted.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute the Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Manager is authorized, during the term of the Agreement, to enter into periodic Memorandums of Understanding with the Police Guild for operational or administrative purposes.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately. Wages and benefits shall be retroactive to December 25, 2017.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

AGREEMENT BETWEEN

THE CITY OF RICHLAND, WASHINGTON

AND

RICHLAND POLICE GUILD

2018 – 2021

(Date Last Party Signed) through December 31, 2021

**Adopted by Resolution No. 17-18, February 6, 2018
Contract # 61-18**



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PREAMBLE

The provisions contained herein constitute an Agreement between the City of Richland and the Richland Police Guild governing wages, hours, and working conditions for those members of the Richland Police Department who are members of the bargaining unit. Unless otherwise expressly provided herein, the provisions of this Agreement shall be effective on the date of signing.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms are defined as follows:

- A. "City" means the City of Richland, Washington.
- B. "Guild" means the Richland Police Guild.
- C. "Employees" means a regular full-time employee in the bargaining unit (as defined in subparagraph "D" hereof) covered by this Agreement.
- D. "Bargaining Unit" as used herein shall include all regular full-time and regular part-time sworn police officers of the Richland Police Department up to and including the rank of Sergeant.
- E. "Department" means the Richland Police Department.
- F. "Base Rate of Pay" means employee's straight pay without any other paid compensation included. Hourly base rate of pay for Police Officers, Police Corporals and Police Sergeants is listed in Appendix A.
- G. "Regular Rate of Pay" means base rate of pay plus assignment pay, education pay, longevity pay and specialty pay for which the employee is eligible. Out of class pay shall also be included when calculating the overtime rate.
- H. "Gross Wage" means the regular rate of pay plus all other types of paid compensation with the exception of clothing and meal allowance.

ARTICLE 2 – RECOGNITION

The City recognizes the Guild as the sole and exclusive bargaining representative of the employees in the bargaining unit (as defined in Article 1, subparagraph "D") for the purpose of establishing wages, hours and working conditions. It is the desire and intent of the City and Guild to maintain the type of communications, which will keep each other informed of matters, which have a significant effect on the working conditions of the employees covered by this Agreement.

ARTICLE 3 - GUILD SECURITY

- A. Employee Rights: Employees shall have the right to join and participate in the activities of the Guild for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of the Guild. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Guild or its members because of the exercise of these rights.
- B. Notwithstanding paragraph A above, any regular employee who is not a member of the Guild shall, as a condition of employment, pay the Guild a monthly service charge no greater than the monthly Guild dues as may be limited by law. Employees who fail to meet this requirement after being notified by the parties in writing of the dues requirement shall be discharged if they do not comply. The right of non-association of employees, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, are safeguarded in accordance with appropriate PERC procedure. Such employee shall pay an amount of money equivalent to regular Guild dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Guild. The employee shall furnish written proof that such payment has been made. If the employee and the Guild do not reach agreement on such matter, the Public Employment Relations Commission shall determine the employee's right to non-association status or designate the charitable organization.
- C. The City agrees to deduct membership dues from the wages of those members who request it and forward those dues to the designee of the Guild. The Guild agrees to hold harmless and indemnify the City from all liability it incurs from complying with this section.

ARTICLE 4 - GUILD BUSINESS

A Guild officer who is an employee in the bargaining unit may be granted time off without pay while conducting bona fide Guild business provided: (1) that the employee notifies the City at least forty-eight (48) hours prior to the time off; (2) that the City will have sufficient employees available to staff the Department during this time off. Guild officers, when on duty, may use on-duty time for the administration of this Agreement.

The City recognizes the Guild's Negotiation Team as the exclusive contract negotiator. The City agrees to discuss contract proposals with the Negotiation Team or the Guild's principal spokesperson only. In the event that contract negotiations are scheduled at a time when any members of the Guild's Negotiation Team are also scheduled to perform their regular duties, such member(s) shall be relieved of their duties, with pay, to attend the contract negotiation session. The City shall recognize three (3) members of the Guild and their designated spokesman (if not an employee) for purposes of bargaining per bargaining session.

ARTICLE 5 - DRUG AND ALCOHOL TESTING POLICY

- A. Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination.

Each employee must advise the City if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the City may request the employee provide written medical authorization to perform various essential job functions from the treating physician or other qualified healthcare provider while using such drugs.

The City recognizes a need to provide an opportunity for employees to deal with alcohol related problems through employee assistance programs. Any employee who voluntarily seeks treatment for a personal alcohol problem or for a substance abuse disorder, not involving criminal conduct, may do so through employee assistance programs of the employee's own choosing in complete confidence and without jeopardizing the employee's employment with the City.

The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws that agencies are charged with enforcing. Therefore, the City reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct, whether drug related or not.

Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing including breath tests, urinalysis and/or a blood screen to identify any involvement with alcohol or illegal drugs.

An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article.

For the purpose of administering this Article the following definition of terms is provided:

Reasonable Suspicion - Is based on specific objective facts and reasonable inferences from those facts in the light of experience, that discovery testing will produce evidence of illegal drug or improper alcohol use by that particular employee.

Under the influence - The following cutoff levels shall be used for the screening of specimens to determine whether they are negative for these drugs or classes of drugs. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

DEPARTMENT OF TRANSPORTATION STANDARDS - 49 CFR PART 40 §40.87		
Type Drug or Metabolite	Initial Test	Confirmation Test
Marijuana metabolites	50	
Delta-9-tetrahydrocannabinol-9-carboxylic acid (TCH)		15
Cocaine metabolites (Benzoylecgonine)	150	100
Amphetamines – AMP/MAMP	500	
Amphetamine (AMP)		250
Methamphetamine (MAMP)		250 (specimen must also contain at least 100 ng/mL of amphetamine)
Opiate metabolites – Codeine/Morphine	2000	
Codeine		2000
Morphine		2000
6acetylmorphine	10	10
Phencyclidine (PCP)	25	25
Methylenedioxymethamphetamine (MDMA)	500	250
Methylenedioxyamphetamine (MDA)		250
Methylenedioxyethylamphetamine (MDEA)		250

Level of the positive result for ethyl alcohol....0.04 gm/dl

These threshold levels shall change in accordance with the current Dept. of Transportation Standards upon written notification to employees and/or other state or federal law that the parties agree is applicable and requires changes to this section. The City shall also notify the Guild of any other potential change or update.

Illegal Drugs - are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use or possession is prohibited by law.

Over-the-Counter Drugs - are those, which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.

Prescription Drugs - are defined as those drugs, which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed physician, healthcare provider or dentist within the scope of their license.

B. If an employee is required to submit to a drug test, the following procedure shall be followed:

1. The employee shall be given an opportunity to confer with a Guild representative if one is readily available and the employee has requested said conference.
2. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee to the test administrator. The City and a Guild representative may be present during this discussion.
3. The City may request urine and/or blood samples.
4. Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The City shall transport the employee to the collection site. The City and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the City when the urine specimen is given.
5. All specimen containers and vials and bags used to transport the specimen shall be sealed to safeguard their integrity, in the presence of the City, employee and the Guild representative and proper chain-of-custody procedures shall be followed.
6. The drug tests of the specimen shall be conducted by the PAML Laboratory in Spokane, Washington.
7. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.
8. At the employee's or the Guild option, a sample of the specimen may

be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will be paid by the Union or the employee. Failure to exercise this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.

9. The employee and the Guild shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available.
- C. The City shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the City. The MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one (1) year.
- D. If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, or reported to work while under the influence of alcohol, the employee may be subject to discipline including immediate discharge.

ARTICLE 6 - EMPLOYER RIGHTS AND RESPONSIBILITIES

Subject to the provision of this Agreement and any other Agreement between the City and the Guild, the Guild recognizes (1) the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers, and (2) that the City reserves those rights concerned with the management and operation of the Department which include, but are not limited to, the following:

- A. To recruit, assign, transfer or promote members to positions within the Department. The appointing authority retains the right to make appointments from the top three available candidates.
- B. To suspend, demote, discharge or take other disciplinary actions against members for just cause;
- C. To determine methods, means, and personnel necessary for Department operations;
- D. To control the Department budget; and
- E. To take whatever actions are necessary in emergencies in order to assure the proper functions of the Department.

ARTICLE 7 - PRODUCTIVITY

The City and the Guild shall work together to provide the public with efficient and courteous service; to encourage good attendance of employees; and to promote a climate of employee relations that will aid in achieving a high level of efficiency in the Department.

ARTICLE 8 - PERFORMANCE OF DUTY

Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform their assigned duties to the best of their ability during the term of this Agreement. The Guild agrees that it will not condone or cause any strike, slow-down, mass sick call or any other form of work stoppage or interference of normal operation of the Department during the term of this Agreement.

Nothing in this Agreement shall be construed to grant to the City the right to lock out any member of the Guild for any reason.

ARTICLE 9 - HOURS OF WORK

- A. Work Schedules. The normal work schedule shall be established by the City, with shifts not to exceed twelve (12) hours in duration including meal and rest breaks. This section shall not be construed as a waiver of bargaining rights. Two (2) weeks' notice will be given to employees prior to changing their shift assignment or change in schedule. However, this provision may be waived upon mutual agreement by the City and the employee.
- B. Work Periods. The normal work period shall be 28 days. The normal workweek for patrol shall be Monday through Sunday on a twelve (12) hour shift schedule. The normal work period for all others shall begin on Monday at 0001 hours.
 - 1. The configuration of the twelve (12) hour shift schedule will be four shifts/squads. There will be two (2) day shifts working from 0630 to 1830 hours and two (2) night shifts working from 1830 to 0630 hours.
 - 2. The sequence will begin on a Monday with two (2) days on, followed by two (2) days off, followed by three (3) days on. The following week, the sequence will be two (2) days off, followed by two (2) days on, followed by three (3) days off.
 - 3. Additionally, employees earn hours that are set aside in a regular time worked (RTW) bank of hours. The bank of hours will come from two sources: the five (5) scheduled eight (8) hour training days, and the four (4) extra hours worked in each of the twenty-six (26) yearly pay periods.

Explanation of Annual Accrual Calculation:

5 eight-hour training days = 40 total hours;

4 hours x 26 (pay periods) = 104 hours.

Adding these two sources equals 144 total RTW hours earned per year. The RTO hours will come from this 144 hour RTW bank. Employees and their supervisors are responsible for ensuring RTW banks end each payroll calendar year with a zero balance.

Employees who earn RTW hours will be credited with seventy-two (72) hours of regular time off (RTO) on the first payroll cycle of the year, and seventy-two (72) hours of RTO on the first pay period in July. Employees and their supervisors are responsible for ensuring RTW banks are at a zero balance on July 15 and at the end of the calendar year. Employees hired during the course of the year shall receive prorated RTO hours in an amount equal to the monthly RTO hours remaining in the year.

Should an employee leave employment with the City having used RTO hours before earning such hours, the employee must reimburse the City for the advanced RTO hours used on separation from employment.

Prior to the first of each year, the Department will identify the dates for each of four training dates during the year which shall be considered part of the work schedule and worked without additional compensation. There will be sixty (60) day notice prior to the first scheduled training day.

One additional training day will be scheduled during the year which shall be considered part of the work schedule and worked without additional compensation. This day will also be scheduled with sixty (60) day notice and will be in the last quarter of that year.

There will be at least one (1) month separating each of the training days, which will be set for Tuesdays or Thursdays. Only a Division commander may excuse an employee from attending a training day.

Should an employee miss a training day, it will be incumbent upon that employee to arrange to attend the other training day that month for the opposite squads.

4. For the purpose of adopting this schedule, the parties agree that the City is adopting a twenty-eight (28) day work period.

C. Meal and Rest Periods.

1. All employees shall be entitled to paid meal and rest periods on each work shift. For employees assigned to work a ten (10) or twelve (12) hour shift, the total time for meal and rest periods shall be one and one-half (1½) hours per shift with a meal period not to exceed sixty (60) minutes in duration and the remainder for breaks. For employees assigned to the eight (8) hour work shift, the total time for meal and rest periods shall be one (1) hour per shift with a meal period not to exceed thirty (30) minutes per shift and two (2) fifteen (15) minute breaks.
2. Employees working a scheduled training day and not expected to be available to respond to calls for service shall work eight (8) hours with a one (1) hour duty free unpaid meal period. Twelve (12) hour shift employees will be scheduled for training days on their respective short weeks.

D. The City and Guild recognize that during a calendar year there may be certain number of pre-planned events that require full staffing to achieve the operational needs of the department. Full staffing is understood to mean that the number of officers needed is a full patrol squad. Such dates shall be determined, according to a written, staffing strategy for each event, no later than December 1st of the preceding year unless the parties agree to a later date.

The City agrees that the Chief shall meet with the Guild to negotiate the impact on employees assigned to patrol and other specialty units. The Chief or his or her designee shall address exceptions to the full staffing requirement for special or unusual circumstances of employee vacation requests. Further, at times, specialized units may be required to supplement patrol shifts to allow patrol employees the opportunity to have time off during pre-planned event dates and vice-versa. The pre-planned staffing dates shall not be created solely to avoid the payment of overtime.

Operational full staffing dates that occur unexpectedly during the year shall not result in the cancellation of approved vacations except in the case of emergency.

ARTICLE 10 – WAGES & OTHER COMPENSATION

- A. The wages for all employees covered by this Agreement shall be listed in Appendix "A" attached hereto and by this reference incorporated herein. Appendix A will reflect the hourly base rate of pay.
- B. Wages 2018 – Effective the first payroll of the 2018 payroll year, the base wage for

2017 shall be increased across-the-board by 3.0%.

Wages 2019 – Effective the first payroll of the 2019 payroll year, the base wage for 2018 shall be increased across-the-board by 3.0%.

Wages 2020 – Effective the first payroll of the 2020 payroll year, the base wage for 2019 shall be increased across-the-board by 2.50%.

Wages 2021 – Effective the first payroll of the 2021 payroll year, the base wage for 2020 shall be increased across-the-board by 2.50%.

- C. Assignment Pay - Any employee on non-continuing, intermittent assignment upgrade to the Detective section or Community Services section in the Support Operations Division and the Training Officer in the Administrative Services division shall receive six percent (6%) assignment pay above their base rate of pay.
- D. Education Incentive Pay – A member of the bargaining unit who has acquired an AA or AS Degree will receive five percent (5%) education incentive pay above their base rate of pay and assignment pay. A member will receive ten percent (10%) above their base rate of pay and assignment pay for a BA or BS Degree. See Article 26 for specific details on the Education Incentive Program.
- E. Longevity Pay – Effective January 1 2007, a member of the bargaining unit who has completed one thousand (1000) hours of training and ten (10) years of service (including prior full-time paid civilian commissioned law enforcement) will receive an additional two percent (2%) of the employee's base rate of pay, assignment pay and education incentive pay.

Effective January 1 2007, a member of the bargaining unit who has completed twenty (20) years of service (including prior full-time civilian commissioned law enforcement) will no longer receive education pay or the two percent (2%) longevity pay referred to above, but will receive twelve percent (12%) of the employee's base rate of pay and assignment pay.

There will be no change to the payroll calculation of this compensation for employees already receiving ten percent (10%) education pay and two percent (2%) longevity pay to ensure employee pay is not reduced.

- F. Specialty Pay - Special assignments eligible for specialty pay include: (1) Swat Team/Hostage Negotiator; (2) Bomb Squad; and (3) Bi-Lingual Certification (certification standard to be approved by the Chief after consultation with the Guild; provided the maximum members eligible for bi-lingual certification pay shall not exceed eight (8)). The maximum specialty pay that any single employee may receive under this Section shall be three percent (3%) even if the employee is assigned to more than one (1) special assignment. Specialty pay shall be three percent (3%) of

the employee's base rate of pay, assignments pay, and education incentive pay.

- G. Patrol Training Officer (PTO) Pay – Patrol Training Officers will receive PTO pay for actual hours worked as a Patrol Training Officer at the Corporal E Step pay in addition to any other specialty pay the employee is eligible for.
- H. Out-of-Class Pay (upgrade) – All Officer-In-Charge (OIC) (Patrol, Detective, Community Services) and corporals assigned to perform substantially all of the sergeant's duties for a period exceeding four (4) hours, shall be compensated at the first step sergeant's pay for all hours worked in the assignment.
- I. Differential Pay - The base rate of pay for a Police Corporal F Step is seven percent (7%) above the Police Officer F Step. The base rate of pay for a Police Sergeant F Step is fifteen percent (15%) above the Police Officer F Step.
- J. New Classifications – Newly established uniformed positions below rank of Sergeant shall have a salary established by the City provided that the setting of such salary shall establish no labor relations precedent. The Guild may open salary negotiations for the new classification immediately following the appointment of an employee to the classification.

ARTICLE 11 – OVERTIME

- A. Overtime is defined as all work, which is in excess of the person's normal workday or on the employee's regularly scheduled days off.
- B. Exceptions to Overtime. To the extent allowed by applicable State or Federal laws, overtime pay shall not be earned as a result of regularly scheduled shift rotations, approved shift trades, or a full day of attending training courses. Provided, should the City require a full day of in-house training, then such a day of required training by the City would not be considered an exception to overtime, provided however, with two (2) weeks advance notice, the City may alter an employee's schedule so the employee could attend an in-house training without creating overtime liability for the City consistent with the FLSA.
- C. Overtime Compensation and Compensatory Time. Overtime shall be compensated at one and one-half (1½) the employee's regular rate of pay except, all time worked in excess of four (4) hours beyond the employee's regularly assigned shift shall be paid at double (2 times) the employee's regular rate of pay. All other mandatory overtime in excess of fourteen (14) hours in one (1) pay period shall be paid at double (2 times) the employee's regular rate of pay (excludes shift extensions). All voluntary off duty employment shall be paid by the City at time and one half (1½).

At the option of the employee, compensatory time may be earned in lieu of overtime pay. If selected, compensatory time shall accrue at the same rate (1½x or 2x) that

the overtime pay would have been earned by the employee. Employees shall not accrue more than one hundred (100) hours at any point in time. Compensatory time shall be scheduled in the same manner, and require the same approval, as vacation leave.

- D. Overtime Meal Allowance. Whenever an employee works at least two (2) unscheduled hours beyond the end of their regularly scheduled shift, the appointing authority may authorize a meal allowance. Said meal allowance must be requested by the employee who has worked the overtime. The amount authorized as a meal allowance shall not exceed fifteen dollars (\$15.00).
- E. Callback Pay. When an employee is specifically called back and authorized to return to duty outside of their regular shift schedule either for regular duty or for court appearances, and this shall not include an extension of the employee's regularly scheduled shift, the employee shall be compensated at one and one-half (1½) times the employee's regular rate of pay, for hours actually worked, but in any event, the employee shall receive a minimum of three (3) hours pay at the overtime rate.
- F. Court Cancellation Procedures. When an employee is scheduled to appear in court outside of their regularly scheduled shift, prior to seventeen hundred hours (5:00 p.m.) on their last regularly scheduled shift preceding the court date, the employee shall call into a designated City employee and check to see if their court appearance has been canceled. If the employee does that and has not been notified at that time that their court appearance has been canceled, and even if the court appearance is later canceled, the employee shall receive the minimum of three (3) hours callback pay as specified in paragraph E above. If an employee fails to call in as required and does not learn, because of that, that the court has been canceled, the employee shall not be entitled to any callback pay for going to court the next day.
- G. Standby Pay. Employees directed to remain on standby status by supervisory or command personnel shall receive three dollars (\$3.00) per hour for each hour of standby time. Employees on standby time shall abide by such conditions and requirements as directed by the Chief as necessary to insure that the officer is available for duty as directed. When the City places restrictions on employees sufficient to constitute being 'engaged to wait' within the meaning of the Fair Labor Standards Act, such time will be paid as overtime.

ARTICLE 12 - CLOTHING AND UNIFORMS

- A. Uniforms. The present practice of the City with regard to furnishing uniforms, footwear and equipment shall be continued with the addition of protective gloves and glasses.
- B. Each plain clothes officer, as assigned by the Department Director, shall receive eight hundred-sixty dollars (\$860) per annum clothing allowance. Half of each year's

allowance shall be paid the first calendar month of each calendar year and half shall be paid in July.

- C. All employees shall maintain a presentable appearance while on duty.
- D. Uniforms supplied by the City shall be cleaned and maintained by the City.
- E. Personal Equipment. The City shall reimburse employees for the cost of repair or replacement of personal equipment lost, damaged, or destroyed while on-duty without the fault of the employee. To receive coverage under this section, personal equipment shall be pre-approved by the Department.

ARTICLE 13 – HOLIDAYS

- A. The following holidays shall be considered as holidays for full-time employees:

*New Year's Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
*Fourth of July	*Day before Christmas
Labor Day	*Christmas Day

- B. Employees working on a holiday shall receive pay for the actual hours worked on the holiday plus one and one half times (1½) times the actual hours worked on the holiday.
- C. Employees who are not regularly scheduled to work on the specified holiday shall receive holiday pay set forth in paragraph B above for one work day on their shift adjacent to the holiday, either before or after, and in the same pay period as the holiday, depending on the scheduled shift.

*Holidays may fall on the weekend and would be different than the City's recognized holidays. In those occurrences, the City's recognized holidays take precedence for pay purposes for employees who are not regularly scheduled to work on the City's recognized holidays.

- D. Holiday Pay previously received by members for a Floating Holiday shall be replaced with a Compensatory Time Day. Field Operations members will be credited twelve (12) hours of compensatory time; Support Operations members will be credited eight (8) hours of compensatory time. Such compensatory time in lieu of holiday pay shall be credited the first pay period of each calendar year.

ARTICLE 14 – VACATIONS

- A. Each full-time employee shall accrue vacation time as set forth below, based on their

continuous length of service which has accumulated since their most recent anniversary date of employment.

An employee shall not be eligible for a vacation until the employee shall have worked for the City a minimum of six (6) calendar months from his or her most recent anniversary date of employment.

- B. Vacation Accrual. Vacation time shall accrue on the following basis:

ACCRUAL RATE

<u>YEARS OF SERVICE</u>	<u>(HOURS/MONTH)</u>
1st – 9 years	12
10th – 15 years	14
16th – 20 years	16
Over 20 years	18

- C. An employee may carry over a maximum of three hundred fifty (350) hours from one (1) year to the next. Although an employee is encouraged to take vacation time when it accrues, an employee may request deferral to the Department Head who will review the request. The approval of the request shall be at the sole discretion of the Chief; unless the employee exceeded the cap through no fault of his/her own.
- D. Vacation time shall be taken in no less than a one (1) hour minimum.
- E. Vacation Bonus Day – Regular full-time employees working one continuous year of service shall be eligible to earn one vacation bonus day (eight (8) hours) after non-use of sick leave and leave without pay collectively.
- F. An employee who ceases to be an employee of the City shall receive a sum of money equal to their number of hours of accrued and unused vacation at their regular rate of pay minus specialty pay. The 350-hour maximum accumulation will be waived at the time an employee leaves the City.
- G. In November of each year, either the City or the employee may convert up to one hundred (100) hours of compensatory time, RTO time, or vacation time to cash at the regular rate of pay.
- H. An employee who ceases to be an employee of the City shall receive payment for accrued and unused compensatory time (maximum of 100 hours) at their regular rate of pay.
- I. Vacation Leave Donation/Transfer – The policy of the City is to allow employees to donate vacation leave to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for donated vacation leave when (1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or (2) when the treating physician or other qualified healthcare provider determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

Recipients are limited to receiving two-hundred forty (240) hours of donated leave for any one (1) incident or illness and may not request donated vacation leave more than one (1) time in any concurrent five (5) year period.

An eligible employee requiring use of donated vacation leave shall notify his or her Department Director in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

The Department Director shall forward the request to Human Resources for approval. The Human Resources Department is responsible for approving the request and forwarding the PTO/Vacation Donation Transfer Form") for organizational wide notification and distribution.

City employees may donate vacation leave to other employees under the following conditions:

1. A vacation balance of at least 100 hours is maintained after the transfer, and employees may not donate more than 100 hours per year of their vacation balance.
2. Vacation is transferred based on the dollar value of said leave. For example, the requesting employee earns \$10.00 per hour base. The donating employee earns \$20.00 per hour, and wishes to transfer ten (10) hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with twenty (20) hours (\$200 divided by \$10/hour).
No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program. Leave donation forms are utilized in the order received, and only when donated hours are needed each payroll cycle. If the recipient does not need all the leave submitted on the donation forms received, the unused donation forms will be destroyed and not utilized.

ARTICLE 15 – PENSIONS

Pensions for employees and contribution to pension fund will be governed by the Washington State Statute in existence at any given time during the term of this Agreement.

ARTICLE 16 – DEFERRED COMPENSATION

In accordance with the City's plan document and limitations of federal law, regular full and part-time employees are eligible to voluntarily participate in the International City Management Association's Retirement Corporation (ICMA-RC) Internal Revenue Code (IRC) Section 457 plan (hereafter, ICMA-RC 457 plan). The City retains the right to select plan administrator to improve cost-effectiveness of the ICMA-RC 457 plan administration and/or to improve service level for plan members.

During payroll years 2018 and 2019, the City shall match employee contributions up to four percent (4%) of the employee's gross wage into the ICMA-RC 457 plan.

Beginning the first day of the 2020 payroll year, the City shall match employee contributions up to four and one quarter percent (4.25%) of the employee's gross wage into the ICMA-RC 457 plan.

Beginning the first day of the 2021 payroll year, the City shall match employee contributions up to four and one half percent (4.50%) of the employee's gross wage into the ICMA-RC 457 plan.

ARTICLE 17 – INSURANCE

- A. The City sponsored Preferred Provider Organization (PPO) Plan, also referred to as "OAP1", provides medical coverage ("medical coverage" includes imbedded prescription coverage) and a separate PPO dental coverage for employees and their eligible dependents. The medical, dental, and vision benefits shall remain unchanged for the duration of the Agreement, except as noted in this Article as may be required by federal healthcare legislation. Thereafter, for the duration of the Agreement, any subsequent changes to the Plans shall be negotiated.

Employee Medical Premium Share Contributions by Tier

There shall be no Medical Premium Share increase for the calendar year 2018, thereafter:

Employee Only	12.0%
Employee & Spouse	12.0%
Employee & Child/Children	12.0%
Employee, Spouse & Child/Children (Family Tier*)	12.0%

*With cap on Employee, Spouse & Child/Children tier:
2018 = \$194; 2019 = \$210; 2020 = \$225; 2021 = \$240

The employee's medical insurance contribution will be split equally and deducted from the first (2) paychecks of each month.

Excise tax reopener: If, during the life of the Agreement, or any holdover period required by the collective bargaining statutes, it is determined through good faith professional healthcare actuarial and legal guidance that a federal excise tax must be imposed upon the City as a result of healthcare costs, the Employer will provide written notice to the Guild. Either party may provide a request to bargain, and the provisions of the Agreement relating to this Article and the economic provisions of the Agreement may be opened for negotiations. The parties will negotiate in good faith to avoid incurring any federal excise tax liability imposed on the City pursuant to a federal healthcare initiative. The intent of the negotiations is to assure that the bargaining unit receives all compensation for which it bargained and to avoid the incurring of any federal excise tax liability imposed on the City under a federal healthcare initiative; any decrease in health benefits shall be recaptured elsewhere in other economic benefits of the Agreement.

- B. Dental Plan. The City's health care package includes a dental plan for the employee and his or her eligible dependents. This plan has a separate enrollment election from the medical plan. The City pays the full cost of the Dental PPO Plan.
- C. Vision Plan. The City's health care package also includes a vision plan for the employee and his or her eligible dependents. This plan has a separate enrollment election from the medical plan. The City pays the full cost of the Vision Plan.
- D. Prescription Plan. The City's health care package includes a prescription plan which is imbedded in the Medical plan (referred to as the Medical Plan).
- E. Administration. The City retains the right to choose the insurance carrier(s), administrators and networks and other administrative consultants for the Plans' management and agrees that the level of insurance benefits offered under the insurance plans outlined in Section A of the Article will not be lowered except as set forth herein. Future modifications to the benefit levels of the City's benefit plans may be implemented only by negotiations pursuant to the terms of this Agreement.
- F. Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account program. The City will pay any administrative fees. The City may eliminate this program, if the City must include this program as a part of medical plan value in the calculation of excise tax liability under a federal healthcare initiative.
- G. **Insurance Benefit for employees retired prior to January 1, 2013.** Employees who retired prior to January 1, 2013 who enrolled and remain enrolled in Retiree Insurance for themselves and/or eligible dependents will continue to pay one half (½) of the composite rate in effect for the Open Access Plan (OAP) 2 Retiree Insurance plan, regardless of the number of eligible dependents the retiree has enrolled in the plan.

All retirees and dependents enrolled in OAP 2 will continue to receive the same

benefit coverage (plan design) as active employees enrolled in OAP 1, provided they maintain all premium payment and other eligibility requirements.

Retirees (or their surviving spouse or surviving dependents, if there is no surviving spouse) may, at their own election and at any time during the calendar year, elect enrollment in the OAP 3 Retiree Insurance plan and pay one-half of the tiered premium rate in effect. Enrollment in OAP 3 is effective the first day of the month following the new election.

- H. **Benefit for employees who were employed as of December 31, 2012, and who retired/will retire January 1, 2013 or later, and who did not opt out of Retiree Insurance eligibility.** Employees who did not opt out of Retiree Insurance eligibility and who retired/will retire January 1, 2013 or later are eligible to enroll in the OAP 3 Retiree Insurance Plan for themselves and eligible dependents. The City and enrolled retirees (or their surviving spouse or surviving dependents) share equally in the monthly premium in effect for the tier elected.

The benefit coverage, (plan design) of the OAP 3 shall remain unchanged. OAP3 follows the Active OAP 1 plan design, except for the payment structure (coinsurance at 80/20% versus copay for most items).

- I. Benefits for regular full-time employees hired on or after January 1, 2013. In lieu of eligibility for Retiree Insurance, employees hired on or after January 1, 2013 are eligible for certain benefits. Both the City and the employee shall each contribute one percent (1%) of base salary each payroll period in the employee's Fraternal Order of Police (FOP) Retirement Health Savings (RHS) account if allowed by Plan Design. Alternatively, if a contribution is not allowed in the FOP RHS, the contributions shall be deposited into an employee's ICMA-RC Retirement Health Savings (ICMA-RC RHS) account. The City may redirect both City and employee contributions to an alternative savings account agreed to between the parties if the City must include this program as a part of medical plan value in the calculation of excise tax liability under a federal healthcare initiative.
- J. **Benefits for regular full-time employees as of December 31, 2012 who chose to opt out of Retiree Insurance eligibility.** Employees who were employed as of December 31, 2012 and who chose to opt out of Retiree Insurance eligibility are eligible for certain benefits in lieu of Retiree Insurance. These employees have already received a buyout, which they were eligible for as a result of their decision to opt out. The City shall contribute one percent (1%) of base salary each payroll period to the employee's FOP RHS account if allowed by Plan Design. Alternatively, the City's one percent (1%) contribution shall be deposited into an employee's ICMA-RC RHS account.
- K. Life and Accidental Death & Dismemberment (AD&D) Insurance - The City will pay for Basic Life and AD&D policies which provide a death benefit equal to two (2) times

an employee's annual base rate of pay, basic spouse and basic dependent life insurance as specified in plan documents, and coverage for employee AD&D. The City will pay the entire premium for Basic Life and Basic AD&D coverage for employees and eligible dependents. Employees may elect supplemental (voluntary) additional life and/or supplemental (voluntary) AD&D benefits for themselves and eligible dependents, subject to plan requirements and limitations.

- L. Fraternal Order of Police RHS Account – All employees shall contribute a two percent (2%) of base rate of pay to the employee's FOP RHS account. This two percent (2%) contribution by the employee is in addition to any/all other FOP RHS contributions mentioned in the Agreement. The City may eliminate this program after notice to the Guild if the City must include this program as a part of medical plan value in the calculation of excise tax liability under a federal healthcare initiative if eliminated, the two percent (2%) will be returned to employee's base wage.

ARTICLE 18 - PREVAILING RIGHTS

With the exception of express negotiated changes, no employee shall suffer any reduction in wages or loss of working conditions because of the adoption of this Agreement.

ARTICLE 19 - BILL OF RIGHTS

PREAMBLE. All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Richland Police Guild's Bill of Rights". The wide-ranging powers and duties given to the Department and its members on and off duty involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the action of members. These questions often require investigation by superior officers and/or the Internal Affairs Division. In an effort to insure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following guidelines are promulgated:

Section I - Internal Affairs Investigations

(The procedures contained in this section apply only to administrative investigations.) The City recognizes and agrees that employees in positions within the bargaining unit are entitled to all rights and privileges accorded ordinary citizens under applicable provisions of the United States and Washington State Constitutions.

Criminal Conduct Investigations. In the case of a criminal investigation, the employee will be advised of the Miranda rights prior to an interview, and afforded immediate opportunity to obtain legal counsel. Prior to being interviewed, the suspect employee will be advised (a) that they are being questioned related to a criminal investigation, (b) that they are free to leave and (c) that refusal to answer any questions will not adversely affect the suspect employee's employment. Once such notice is given, any Guild representative shall not

participate in the interview. Invocation of any constitutional or statutory rights shall not be regarded as failure to cooperate in the internal investigation. All aspects of the criminal investigation shall be subject to rules of discovery in a criminal case.

A. Advanced Notice. Prior to being interviewed regarding an administrative investigation for any reason, which could lead to disciplinary action against any employee, an employee, with a copy to the Guild, shall be:

1. Informed, in writing, of the nature of the investigation and whether the employee is a witness or a suspect, if and when known; informed of other information necessary to reasonably apprise him or her of the nature of the allegations of the complaint.
2. The employee shall also be advised in writing of their right to have union representation present during any interview. The employee shall be afforded an opportunity and facilities to contact and consult privately with a representative of the Guild or Guild attorney.
3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not at issue, advance notice shall be given the subject officer not less than forty-eight (48) hours before the initial interview commences or written reports are required from the officer. A witness officer shall be given the opportunity to consult with a Guild representative prior to an interview; however, such opportunity shall not unreasonably delay the interview.

B. Internal Investigations Interview Safeguards

1. In all administrative investigations, the employee will be advised:
 - (a) That possible disciplinary action, up to and including termination of employment, may take place as a result of the investigation.
 - (b) That a failure to fully cooperate by truthfully answering all questions specifically and directly related to the matter under investigation and/or by providing investigators with all potentially relevant information, will result in disciplinary action which may include termination of employment.
 - (c) That the employee has the right to name witnesses to be interviewed by the investigating officer.
2. Any interview of an employee shall be when the employee is on duty unless the seriousness of the investigation dictates otherwise.

3. Interviews shall take place at a Richland Police Station facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.
4. The employee may have a Guild representative present at the interview.
5. The employee being interviewed shall be informed of the name, rank and command of the officer in charge of the investigation, the interviewing officer, and all other persons present during the interview.
6. Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the officer's Constitutional Rights. The employee shall not be subjected to abusive language. No promise of reward shall be made as an inducement to answer questions.
7. Interviews shall not be overly long. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, telephone calls, and rest periods, with one ten (10) minute intermission every hour, if he requests.
8. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject investigation.
9. Administrative interviews (following issuance of a formal notice of such interview) shall be electronically recorded absent objection by the subject employee, and the employee, upon request, shall be provided with a copy of the electronic recording of the interview. If the employee refuses to be recorded, the interviewer's notes will be the record of the interview.
10. Interviews and investigations shall be concluded with no unreasonable delay.

C. Disposition of an investigation

Upon completion of an internal investigation, the investigating officer shall turn over the complete report to the Chief of Police.

The Chief of Police will make a final determination for the disposition of the investigation. Dispositions may be classified into one of the following categories:

1. Unfounded: The complaint was false or not factual.
2. Non-sustained: There is insufficient evidence to either prove or disprove the allegation.

3. Exonerated: the alleged conduct occurred but was lawful and proper.
4. Sustained: The allegation is supported by sufficient evidence.
5. Other Misconduct: The evidence supports a finding of violations other than those alleged in the original complaint.

D. Employee Untruthfulness

If, during the course of an investigation on a complaint made against an employee, it is suspected that an employee was untruthful or dishonest during the investigation, a totally separate investigation will be conducted. A disposition will be reached on the initial complaint, and a disposition will be reached on the complaint of employee untruthfulness or dishonesty. Discipline may be administered for each separate investigative disposition.

E. When the Investigation Results in Charges Being Filed

1. The employee, upon request, will be furnished with a copy of the summary report of the internal investigation which will contain all material facts of the matter.
2. The employee will be furnished with the names of all witnesses and complainants who will appear against them and/or whose statements will be used against them.
3. The labor representative shall be provided any and all material that the union is entitled to under State law.

F. When Disciplinary Action Results

1. When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed both in the Personnel Department and Police Department's personnel files.

Section II - Political Activity

Except when on-duty or when acting in his or her official capacity, no officer shall be prohibited from engaging in political activity.

Section III - Lie Detector Tests

No officer shall be required to take any lie detector or similar tests as a condition of continued employment. Polygraph evidence shall not be admitted in any disciplinary proceeding

except through stipulation of the parties to that proceeding.

Section IV - Personnel Records

- A. Location and Employee Review Rights. The City shall maintain personnel records in the Personnel Office for the proper administration of the City's classification plan. Upon request, each employee shall have the right, with reasonable notice to the City, to review their personnel file during normal working hours. The employee may have a copy of any information in the personnel file, however, the City reserves the right to charge a duplication cost. The fees for duplication shall be set by the Finance Department but such fees shall not be unreasonable.
- B. Signing. Each employee shall read and sign any derogatory or critical material that is placed in their personnel file, including merit ratings, evaluations, written reprimands, demotions, suspensions or discharges. Signing acknowledges receipt of such documents. Material of a derogatory or critical nature signed by the employee shall bear the following statement next to the signature line: "Signing Acknowledges Receipt."
- C. Removal and Rebuttal. At the discretion of the Chief, and after written petition by the employee, critical material may be removed from the employee's personnel file. The decision of the Chief not to remove material from the file shall not be grievable. Employees shall have the right to submit rebuttal material to any critical material contained in their personnel file.

Section V - Performance Evaluation

While performance evaluations are not grievable, it is understood that the Guild representative may consult with the rating officer concerning a challenged non-probationary evaluation report.

ARTICLE 20 - GRIEVANCE PROCEDURE

- A. A "grievance" means a claim or dispute by an employee or group of employees or the Guild itself with respect to the interpretation or application of the provisions of this Agreement.
- B. Actions submitted to the Personnel Board shall not be considered grievances and subject to the Grievance procedure, and vice versa. Grievances, as herein defined, shall be processed in the following manner:

Step 1: An employee or a group of employees who consider they have a grievance may present such a grievance within fourteen (14) calendar days of when such matter comes to the attention or should have come to the attention of the employee to the employee's supervisor who shall attempt to

resolve it within seven (7) calendar days after it is presented to them.

Step 2: If the employee or employees are not satisfied with the solution by the immediate supervisor, the grievance shall be reduced to writing stating the nature of the grievance, the Article and Section violated, the facts of the matter and the remedy sought and signed by the employee. This shall be presented to the Police Chief within fourteen (14) calendar days of the supervisor's response, who shall attempt to resolve it within seven (7) calendar days after it has been presented to them.

Step 3: If the employee or employees are not satisfied with the solution by the Police Chief, the grievance, in writing, together with all other pertinent materials, may be presented to the City Manager by the employee or Guild representative within fourteen (14) calendar days of receipt of the Police Chief's response. The City Manager shall respond to the grievance in writing within fourteen (14) calendar days of his or her receipt of the grievance.

Step 4: If the grievance is not settled in accordance with the foregoing procedure, the Guild may refer the grievance to arbitration within seven (7) calendar days after receipt of the City Manager's answer in Step 3. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said seven (7) calendar day period, either party may request the American Arbitration Association (AAA) to submit a list of arbitrators according to the procedures of the AAA.

- C. The arbitrator shall render their decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond its legal jurisdiction. The expenses of the arbitration shall be borne equally by the parties hereto. Each party shall be responsible for its own costs incurred, including witnesses and attorney's fees.
- D. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
- E. None of the foregoing is intended to mean that the Guild itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the Guild to so lodge and process a grievance is expressly confirmed. No settlement of a grievance with any employee shall be contrary to the terms of this Agreement or involve mandatory subjects of bargaining.

ARTICLE 21 - MANUAL OF RULES AND PROCEDURES

The City agrees to furnish each employee of the bargaining unit with a copy of the Manual of Rules and Procedures.

ARTICLE 22 - SENIORITY

- A. Seniority shall be defined as follows:
 - 1. Total length of continuous service within a job classification.
 - 2. Total length of continuous service with the City.
- B. The City will provide the Guild with copies of the Seniority List each year.
- C. Preference in vacation scheduling and extra days off shall be given to the employees by seniority within their rank and shift in the Department.
- D. An employee shall lose all seniority in the event of termination.

ARTICLE 23 - LAYOFF AND RECALL

- A. Layoff. An employee may be laid off for lack of work, lack of funding or reorganization. An employee who is to be laid off will be given at least thirty (30) calendar days' notice in advance of the actual layoff date. The City reserves the right to place laid off employees on paid administrative leave during the notice period. Employees shall be laid off in the inverse order of seniority within their classification. The City may take an exception from laying off the employee with the least seniority and lay off an employee with more seniority only if the City can show that the performance of the least senior was substantially superior to the more senior employee as reflected by the employee's performance evaluations. Employees subject to layoff shall be eligible to bump less senior employees from classifications the more senior employees previously held as a regular position.
- B. Recall. Employees laid off shall be retained on a recall list for not less than twenty-four (24) months following their layoff during which time the City may not hire any new employees into a classification in which layoffs occurred until all employees on Recall status have had the opportunity to return. If openings arise, all recall status employees shall be so notified by registered mail to the employee's last known address. If the employee wishes to accept the opening, the employee shall so notify the City within fifteen (15) days. Any position for which multiple responses are received shall be given to the employee who was most recently laid off.

ARTICLE 24 - SICK LEAVE

- A. LEOFF II Sick Leave Accrual and Use. All regular and probationary LEOFF II officers shall accrue sick leave at a rate of eight (8) hours per month. Sick leave may be used for all periods of actual illness, injury, or disability. Temporary, provisional, and intermittent employees are not eligible for sick leave accrual or use. Regular part-time employees shall accrue sick leave at a rate proportionate to their hours worked.
- B. LEOFF II Sick Leave Cash Out. Effective January 1, 2007, the City shall cash out fifty percent (50%) of the employee's accrued and unused sick leave at the employee's regular rate of pay minus specialty pay upon any service retirement or twenty (20) years of service with the City. This payment shall not exceed sixteen thousand dollars (\$16,000).
- C. LEOFF II Occupational Disability Allowance. When an employee covered by the LEOFF II Retirement System is disabled as the proximate result of an on-the-job injury as covered by Washington State Worker's Compensation and Industrial Insurance, the City shall compensate the employee for the difference between his or her Worker's Compensation entitlement and his or her regular salary for a period not to exceed six (6) months or the termination of the disability, whichever comes first.

To accomplish this, the City shall pay the employee his or her regular salary for said period and the employee shall receipt to the City all time loss payments received from Worker's Compensation.

- D. Effective January 1, 2009, the following sick leave incentive policy will apply. At the end of the last pay period each payroll year, members who have:
- (1) a sick leave bank with five hundred (500) or more hours; AND
 - (2) have used forty-eight (48) hours of sick leave or less during the previous year

shall cash in forty (40) hours of sick leave to be deposited into the FOP RHS if allowed by Plan Design. Alternatively, if the deposition cannot be made into the FOP RHS, the sick leave shall be deposited into an employee's ICMA-RC RHS account. The City shall pay the value of the incentive to each eligible employee rather than deposit the money into the employee's FOP RHS account if the City must include this program as a part of medical plan value in the calculation of excise tax liability under federal healthcare legislation.

E. Employee Responsibilities.

1. Notification to City. Employees who have suffered an illness, injury, or disability shall make all efforts to report their absence to the Department Head,

immediate supervisor, or designated representative for reasons for the absence. Such notification shall be provided if practicable at least one (1) hour before the beginning of the employee's first scheduled work day. If the illness extends beyond three (3) days, the employee shall provide updates as to his or her conditions on a reasonable periodic basis as requested by the City.

2. Healthcare Provider Certification. If the employee's absence extends beyond four (4) working days, the employee may be required to submit to Human Resources a medical certificate signed by the treating physician or other qualified healthcare provider stating the kind or nature of the sickness, injury, or disability that has rendered the employee unfit for duty.

ARTICLE 25 - MISCELLANEOUS LEAVES

- A. Bereavement and Emergency Leave. Eligible employees may be granted a leave of absence with pay up to a maximum of forty hours (40) in a calendar year for the purpose of attending the funeral of an immediate family member or for the purpose of providing care for a member of the employee's immediate family who is ill. For the purposes of this subsection, the following definitions will apply:
 1. Eligible employee - regular full-time and regular part-time (leave is proportionate to hours worked); probationary status.
 2. The employee must be scheduled to be at work at the time of the requested leave.
 3. Immediate family defined as employee's spouse, son, daughter (include in-laws), brother, sister (includes in-laws), parents and parents-in-law, grandparents, grandchildren.
- B. Leave to Attend Funerals of City Employees. Except for temporary and provisional employees, all city employees may be allowed to take time off necessary with pay at the discretion of the supervisor to attend a funeral of a city employee.
- C. Jury Duty and Witness Service. An employee who is called for jury duty or is subpoenaed as a witness in a case to which the employee is not a party, shall be paid during the absence on account of the jury or witness service, provided said employee turns over compensation received less mileage reimbursements.
- D. Military Leave. Shall be governed by applicable State and Federal law.
- E. Family and Medical Leave. Employees will be allowed to use their paid leave in accordance with the Family Care Rules (WAC-296-130).

Employees will be allowed up to twelve (12) weeks of leave in accordance with the Family and Medical Leave Act.

The provisions of this section are not intended to expand upon the applicable state or federal laws.

F. Leave of Absence Without Pay.

1. Excluding temporary and provisional employees, the Department Director may grant a leave of absence without pay up to thirty (30) calendar days.
2. Except for temporary and provisional employees, the City Manager may authorize an unpaid leave of absence up to a maximum of one (1) year. Leave necessitated by service with the U. S. Armed Forces shall, pursuant to RMC 2.28.885, be extended for the full period of such service. Failure of an employee to report for work at the expiration of a leave of absence shall be regarded as a voluntary resignation, provided that an employee serving in the armed forces shall report for work within three (3) months of separation from the service.
3. In the event of injury or illness, the appointing authority may require that the employee submit a certification to Human Resources from the treating physician or a designated healthcare provider indicating the nature of the illness or injury with a prognosis for recovery.

ARTICLE 26 - EDUCATION INCENTIVE PROGRAM

The purpose of this program is to provide incentive for police officers who are members of the bargaining unit serving in the Richland Police Department to seek additional education in order to meet the ever-changing needs and demands placed upon a police department.

- A. This program is based on college degrees within the police field. Educational incentive is paid for study in job related fields of Police Science and Law Enforcement, Political Science, Sociology, Psychology, Community Service, Business Administration, Public Administration, or other job related fields mutually agreed upon as being related. Subjects not related directly to the police field but part of the requirements or electives towards a degree shall be counted as a part of this program.
- B. Any police officer who is a member of the bargaining unit having acquired a degree in the police field from either a two (2) year or a four (4) year accredited college shall present their diploma and college transcript to the Human Resources office prior to becoming eligible for credit under this program.

- C. As a prerequisite for qualification to this top step under this incentive program, the officer who is a member of the bargaining unit must first present a copy of their college degree from an accredited college and provide evidence that their major was in one of the police fields as outlined in Article 25(A) above.
- D. The following education incentive pay will be available under this program and will be added to the base rate of pay and assignment pay, and treated as part of, the employee's regular rate of pay:

<u>DEGREE</u>	<u>INCENTIVE</u>
AA/AS	5%
BA/BS	10%

Education incentive pay ceases after twenty (20) years of service (including longevity service) in the bargaining unit.

- E. All officers of the Richland Police Department who are members of the bargaining unit are eligible to take part in the incentive program.
- F. The following rules will apply for tuition reimbursement for members of the bargaining unit:
 - 1. If the City orders an officer to take a course, City will pay all of the tuition for the course.
 - 2. Once each calendar year an officer may request the City to pay for (fifty percent) 50% of the tuition for a class if the class will enhance the officer's ability to perform his or her duties. If registration for a class causes the employee to pay the same amount of money as a minimum fee which the employee would pay for multiple classes, then the employee may take as many classes as the employee can sign up for at the same price as one class, if all the classes are approved by the City. If the officer and the Police Chief, or the Police Chief's designee, end up not agreeing as to whether or not the requested course will enhance the officer's ability as a police officer, or if the City can find a less expensive course which will provide substantially the same instruction and the officer disagrees with the City's decision, then that issue will be appealed to the Human Resources Director, whose decision in the area will be final and will not be grievable.

ARTICLE 27 - PROMOTION AND SPECIALTY TEAMS SELECTION PROCESS

- A. Promotional testing within the bargaining unit shall be by assessment center testing process.

1. Promotional Testing Process Committee. Prior to any promotional test, the parties agree to convene a promotional testing process review committee composed of two management representatives appointed by the Chief and two Guild representatives appointed by the Guild President.
 2. Committee recommendations for the test will be reviewed and approved by the City's Personnel Committee.
- B. Specialty Team Selection. Specialty team selection, assignment and retention shall be governed by the Policy and Procedure Manual and alleged violations of relevant sections shall be subject to the grievance procedure. Any significant changes to the specialty team selection section of the Policy and Procedure Manual shall be subject to the bargaining process.
1. Training and Equipment for Specialty Units. Subject to available funds, the department will provide equipment and necessary training required by each specific specialty unit.

ARTICLE 28 - NO SMOKING POLICY

The City's no smoking ordinance is incorporated herein by this reference. Smoking and the use of tobacco-related products is prohibited in accordance with Ordinance No. 26-91, Richland Municipal Code 2.58, Smoking and the use of tobacco-related products in the work environment. Employees shall comply with the terms and conditions of the ordinance.

ARTICLE 29 - ENTIRE AGREEMENT

The Agreement and all of its articles and/or Appendices constitutes the entire Agreement between the parties and no oral statement shall add to nor supersede any of its provisions. Each party to this Agreement agrees that it has had the unlimited right to make proposals that are proper subjects of bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

ARTICLE 30 - SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be held invalid and will remain in full force and effect. Either party may thereafter require the other party to enter into collective bargaining regarding any provision thus affected.

ARTICLE 31 - COLLABORATIVE MEETINGS

At least every two months, representatives of the Guild and the Police Services Department shall meet collaboratively to discuss issues of importance to either party. The purpose of the meetings shall be to increase communication between the parties about issues of concern and to reach solutions in an informal environment. In advance of each meeting, each party shall submit a list of the issues which it wishes to discuss at the meeting. Each December, the Guild President and the Chief of Police or his/her designee shall develop an annual schedule for the collaborative meetings.

If an employee or the Guild has an issue which could be the subject of a grievance, the employee or the Guild shall have the option of submitting the issue in writing to the next collaborative meeting. If such an issue is submitted to the next collaborative meeting, any time limits in the grievance procedure shall be held temporarily in abeyance from the date the issue is submitted to the meeting until 10 days after the conclusion of the meeting.

Nothing in this article shall prevent the parties from reaching solutions to any issue submitted to a collaborative meeting prior to the date of the meeting.

Collaborative meetings are not a replacement for the collective bargaining process. When the parties reach understandings regarding the Agreement or choose to enter into new Agreements within the contract period, only the City Manager or designee is authorized to enter into Memorandums of Understanding (MOU) and/or Memorandums of Agreement (MOA) with the Police Guild. It is further understood that an Agreement may require prior authorization by the Police Guild body before execution of the Agreement with the City.

ARTICLE 32 – PHYSICAL FITNESS PROGRAM

One of the goals of the City and Department is to encourage good physical fitness. With that goal in mind, the parties have agreed to continue a program through a Memorandum of Understanding (see Appendix B).

ARTICLE 33 - DURATION OF AGREEMENT

- A. This Agreement shall be effective on the date signed by the last party and remain in full force and effect until December 31, 2021, unless extended by mutual Agreement of the parties.
- B. During the time of negotiations for a successor Agreement, the current Agreement will remain in full force and effect or until it is cancelled by either party upon ten (10) days written notice to the other party.

SIGNATURES

The parties hereto have caused this Agreement to be executed
this ____ day of _____, 2018.

CITY OF RICHLAND, WA

RICHLAND POLICE GUILD

CYNTHIA D. REENTS, ICMA-CM Date
City Manager

ERIC EDWARDS Date
President, Richland Police Guild

CATHLEEN KOCH Date
Administrative Services Director

DOUG DOSS Date
Vice-President, Richland Police Guild

CHRIS SKINNER Date
Police Services Director

Police Guild Bargaining Team Date

ALLISON JUBB Date
Human Resources Director

ATTEST TO:

MARCIA HOPKINS Date
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY Date
City Attorney

APPENDIX "A"

Classification & Wages

2017

		1 Year	1 Year	6 months	
		STEP A	STEP C	STEP E	STEP F
POLICE OFFICER		\$35.21	\$37.04	\$38.91	\$39.92
POLICE CORPORAL				\$41.85	\$42.71
POLICE SERGEANT				\$44.98	\$45.91

2018

Effective the first day of the 2018 payroll year (December 25, 2017), the 2017 wage schedule shall be increased by 3.0%:

2018		1 Year	1 Year	6 months	
		STEP A	STEP C	STEP E	STEP F
		3.0%	3.0%	3.0%	3.0%
POLICE OFFICER		\$36.27	\$38.15	\$40.08	\$41.12
POLICE CORPORAL				\$43.11	\$44.00
POLICE SERGEANT				\$46.33	\$47.29

2019

Effective the first day of the 2019 payroll year (December 24, 2018), the 2018 wage schedule shall be increased by 3.0%:

2019		1 Year	1 Year	6 months	
		STEP A	STEP C	STEP E	STEP F
		3.0%	3.0%	3.0%	3.0%
POLICE OFFICER		\$37.35	\$39.30	\$41.28	\$42.35
POLICE CORPORAL				\$44.40	\$45.32
POLICE SERGEANT				\$47.72	\$48.71

2020

Effective the first day of the 2020 payroll year (December 23, 2019), the 2019 wage schedule shall be increased by 2.50%:

2020		1 Year	1 Year	6 months	
		STEP A	STEP C	STEP E	STEP F
		2.50%	2.50%	2.50%	2.50%
POLICE OFFICER		\$38.29	\$40.28	\$42.31	\$43.41
POLICE CORPORAL				\$45.51	\$46.45
POLICE SERGEANT				\$48.91	\$49.92

2021

Effective the first day of the 2021 payroll year (December 21, 2020), the 2020 wage schedule shall be increased by 2.50%:

2021		1 Year	1 Year	6 months	
		STEP A	STEP C	STEP E	STEP F
		2.50%	2.50%	2.50%	2.50%
POLICE OFFICER		\$39.25	\$41.29	\$43.37	\$44.50
POLICE CORPORAL				\$46.65	\$47.62
POLICE SERGEANT				\$50.14	\$51.17

APPENDIX “B”

Memorandum of Understanding between the City of Richland and the Richland Police Guild

PHYSICAL FITNESS PROGRAM

This Memorandum of Understanding (MOU) is between the City of Richland Management (City) and the Richland Police Guild (Guild) who are parties to a collective bargaining agreement (Agreement).

The City is very encouraged by the Guild’s interest in promoting the physical fitness of their Membership. This focus area by the Guild matches the City’s desire to enhance the “wellness” of all employees as part of City-wide health initiatives. Thus, the City wants to partner with the Guild in this effort to improve and maintain the physical well-being of its Police Officers and this initiative fits that goal perfectly. Therefore:

Whereas, one of the goals of the City and Guild discussed during bargaining is to encourage good physical fitness; and

Whereas, the parties desire to continue a Physical Fitness Program that promotes the physical fitness and capability of Guild members; and

NOW, THEREFORE, the parties agree that the following procedures governing exercise on duty shall be as follows:

1. Exercise on duty shall be at a City owned exercise facility to help improve overall fitness and health of Guild Members.
2. Employees must coordinate and seek approval from their Division Commander or designee prior to scheduling workouts on duty to assure that exercise on duty does not have a negative impact on the work shift schedules.
3. A Division Commander or designee may allow an employee to workout at their discretion, subject to the Department’s operational, scheduling and record keeping requirements.
4. Employees assigned to patrol may be allowed up to a total of six (6) hours of work out time in their 80-hour work set as set forth in Art. 9, Sec. B. of the Agreement between the City and the Guild.

5. All employees in non-patrol assignments may be allowed up to three (3) hours work out time during their forty (40) hour work week as set forth in the Agreement between the City and the Guild.
6. In no circumstance shall an employee work out more than one (1) and one-half (1/2) hour in any workday.
7. When considering a request to workout, supervisors and employees will consider Department staffing levels, workloads, location of the workout, ability of the employee to respond to calls in emergencies and an employee's work performance.
8. If a Division Commander or designee is faced with competing requests to workout they should consider the amount of time each employee has worked out during the work week and then the employee's seniority.
9. This MOU shall be effective immediately.

Agreed to this _____ day of _____, 2018.

For the City:

Cynthia D. Reents, ICMA-CM Date
City Manager

Chris Skinner Date
Police Services Director

Allison Jubb Date
Human Resources Director

For the Guild:

Eric Edwards Date
Guild President

Doug Doss Date
Guild Vice-President



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 18-18, Approving the Final Plat of Willowbrook II - Phase 4A

Department:

Community & Development Services

Ordinance/Resolution Number:

18-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 18-18, approving the final plat of Willowbrook 2 - Phase 4A, subject to the conditions of approval of the Technical Advisory Committee Report, and adopting the findings of the Richland Planning Commission as the findings of the Richland City Council.

Summary:

Willowbrook 2 is a subdivision that was originally approved by the City in 2003. It has been slowly developing in phases, and is located east of Leslie Road and south of Center Boulevard. See the attached vicinity map.

The current proposed final plat, Phase 4A, would create an additional 17 single family lots on 5.7 acres.

Staff has reviewed the project and determined that it has been developed in accordance with the conditions of approval attached to the original preliminary plat. Resolution No. 18-18 would grant final approval to this latest phase of the project.

Staff recommends approval.

Fiscal Impact:

Development of the lots within the final plat will increase the taxable value of the property, and will also increase the demand for City services.

Attachments:

1. Resolution No. 18-18
2. Vicinity Map

RESOLUTION NO. 18-18

A RESOLUTION of the City of Richland approving the final plat of Willowbrook II - Phase 4A, subject to the conditions of approval of the Technical Advisory Committee Report, and adopting the findings of the Richland Planning Commission as the findings of the City Council.

WHEREAS, on August 6, 2003, the Richland Planning Commission held an open record public hearing to consider the preliminary plat application of Willowbrook II as submitted by John Roden; and

WHEREAS, the Planning Commission recommended to the City Council that it conditionally approve the preliminary plat of Willowbrook II; and

WHEREAS, the City Council held a closed record hearing to consider the Willowbrook II preliminary plat application and the recommendation of the Planning Commission, and took action to approve the preliminary plat request; and

WHEREAS, Phase 4A of the Willowbrook II plat, consisting of 17 lots on 5.7 acres, is being constructed in accordance with the conditions attached to the approved preliminary plat.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland hereby approves the final plat of Willowbrook II - Phase 4A, a copy of which is attached hereto as **Exhibit A**, subject to the conditions of approval as contained in the July 30, 2003 Technical Advisory Committee Report S2003-107.

BE IT FUTHER RESOLVED that the findings and conclusions of the Planning Commission from the August 6, 2003 open record public hearing are hereby adopted as the findings and conclusions of the Richland City Council.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

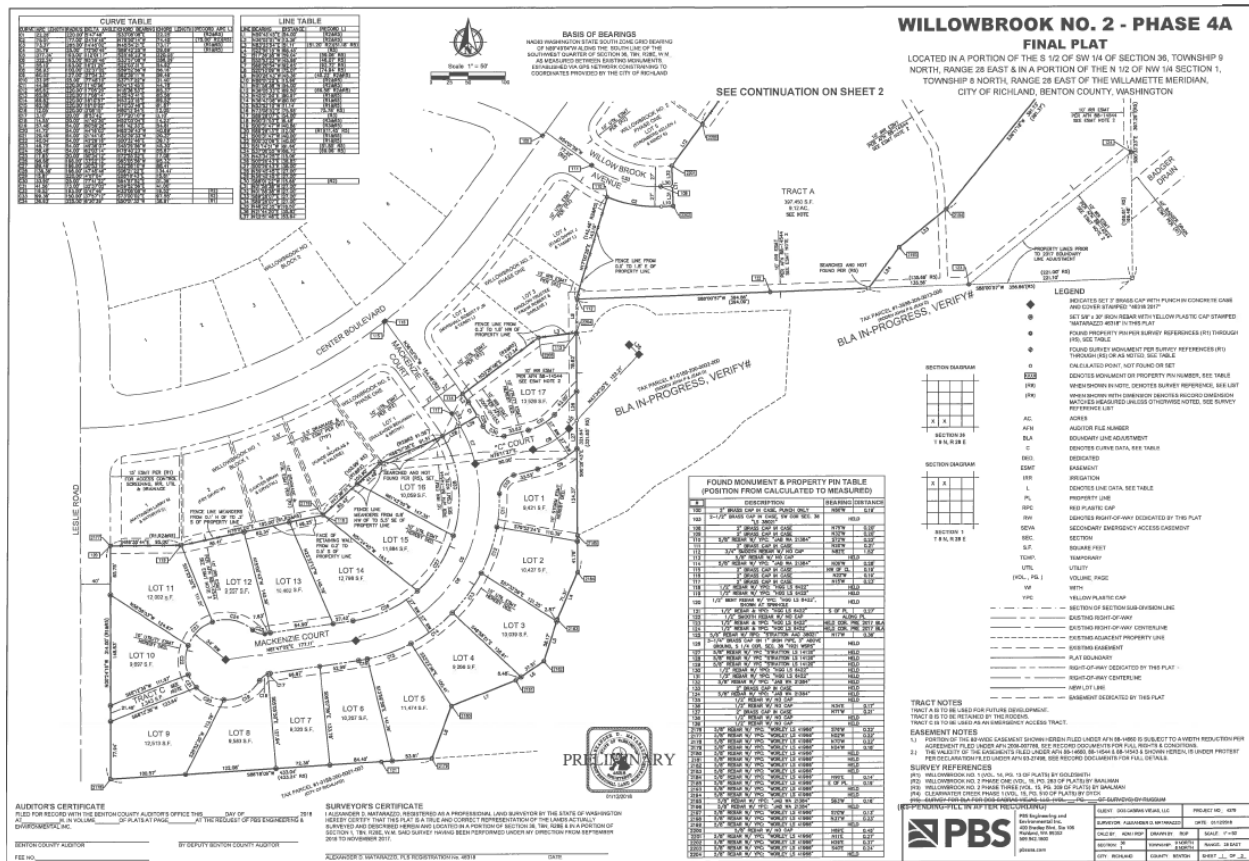
ATTEST:

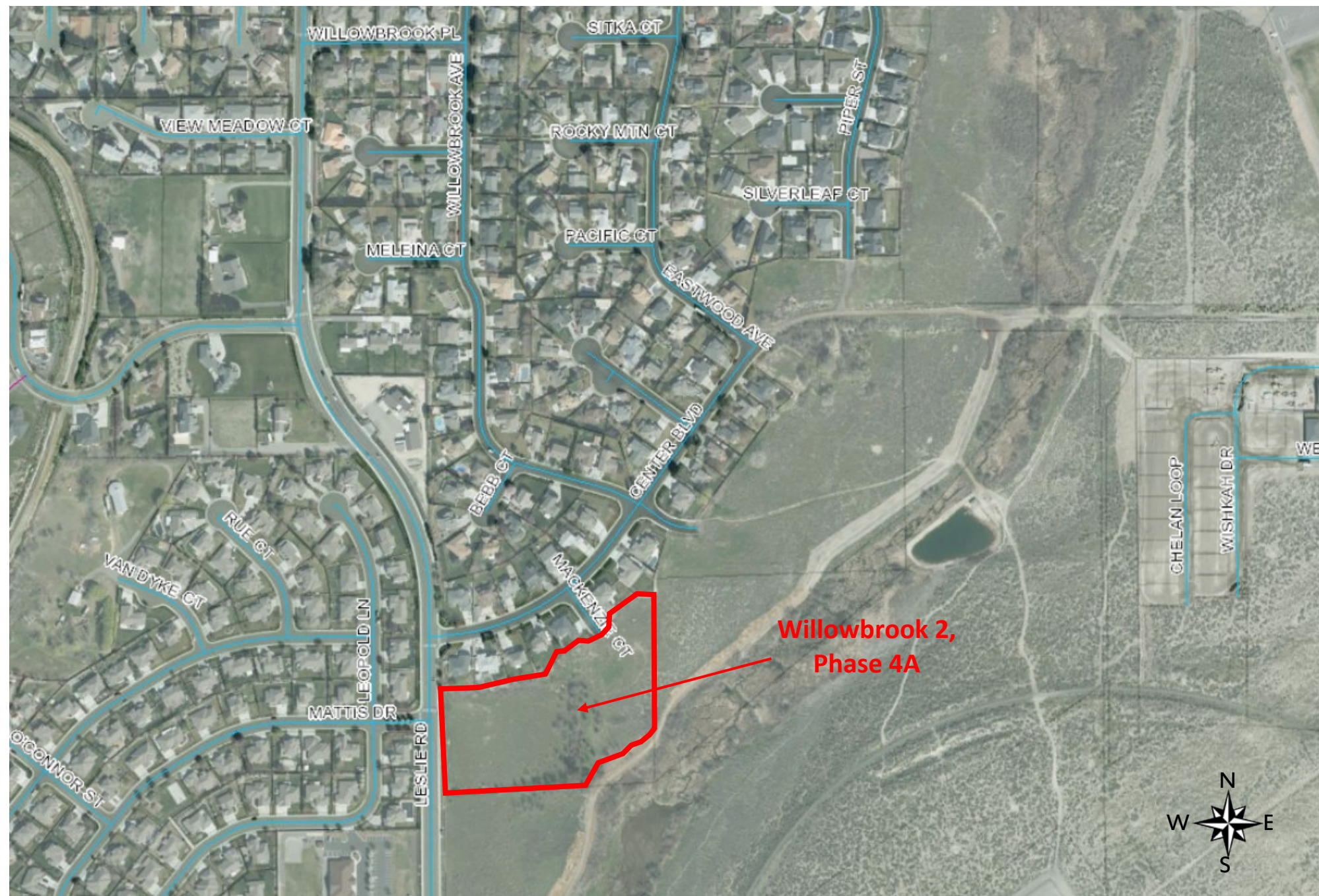
APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

EXHIBIT A







COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 21-18, Setting a Public Hearing Date for the Proposed Vacation of Davenport Street Right-of-Way

Department:
Public Works

Ordinance/Resolution Number:
21-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 21-18, setting a public hearing date to receive public comments on the proposed Davenport Street right-of-way vacation.

Summary:

ABC Wellsian Way, LLC is in the process of developing a site on the east side of Wellsian Way. The north boundary of the property is an unimproved segment of Davenport Street right-of-way. The south boundary of the property is an unimproved segment of the Comstock Street right-of-way. Development of the property will trigger a Richland Municipal Code requirement to construct half-street improvements along the adjacent rights-of-way.

ABC Wellsian Way, LLC sought clarity regarding application of the municipal code. Public Works engineering staff considered the City's long-term street connectivity needs, and concluded that only Comstock Street is likely to be needed. City staff believe that securing a full-street improvement at Comstock Street is preferable to half-street improvements at both Davenport Street and Comstock Street. After conferring with Public Works staff, ABC Wellsian Way, LLC formally requested vacation of the undeveloped Davenport Street right-of-way between Wellsian Way and Goethals Drive. The request represents ABC Wellsian Way, LLC's commitment to construct full-street improvements along its Comstock Street right-of-way frontage.

Completion of Comstock Street between Goethals Drive and Wellsian Way would require modifications to Goethals Park, and would represent a significant change for the community. Parks & Public Facilities staff and the Parks & Recreation Commission have been advised of the implications of this development. City staff believe this connection will not be a near-term project, but will ultimately be beneficial.

State law requires that a public hearing be held to allow public consideration of a proposal to vacate a public street right-of-way. Staff is generally supportive of the proposal, on the condition that appropriate utility easements are recorded, and the potential for pedestrian connectivity along the Davenport right-of-way is preserved.

Staff recommends approval of Resolution No. 21-18.

Fiscal Impact:

None.

Attachments:

- I. Resolution No. 21-18

RESOLUTION NO. 21-18

A RESOLUTION of the City of Richland setting a public hearing date to receive public comments on the proposed vacation of a portion of Davenport Street.

WHEREAS, ABC Wellsian Way, LLC has purchased property on the east side of Wellsian Way between undeveloped Davenport Street and undeveloped Comstock Street with plans to construct a mini-storage facility; and

WHEREAS, development of the property requires street frontage improvements along the undeveloped Davenport Street and Comstock Street rights-of-way in accordance with RMC 12.10.010; and

WHEREAS, said frontage improvements would consist of building one-half of each street adjacent to their property, including curb, gutter, and sidewalk; and

WHEREAS, ABC Wellsian Way, LLC has formally requested vacation of the undeveloped Davenport Street right-of-way between Wellsian Way and Goethals Drive; and

WHEREAS, Public Works engineering staff evaluated the City's long-term street connectivity needs and determined that connectivity at both locations between Wellsian Way and Goethals Drive is not needed; and

WHEREAS, with the extension of Stevens Drive and connectivity established at Fitch, Public Works staff believe that connectivity at Comstock Street is desirable and connectivity at Davenport Street is not needed; and

WHEREAS, Public Works staff proposed that ABC Wellsian Way, LLC construct Comstock Street to full width instead of constructing half-street improvements on both Comstock Street and Davenport Street. ABC Wellsian Way, LLC agreed with staff's proposal, and has included the proposal in its request to vacate Davenport Street right-of-way; and

WHEREAS, ABC Wellsian Way, LLC understand and agrees that the City will maintain utility easements over the vacated Davenport Street right-of-way to maintain existing and enable future utility connections; and

WHEREAS, based on the analysis and agreement discussed above, City staff supports ABC Wellsian Way, LLC's request to vacate a portion of Davenport Street per Chapter 35.79 RCW; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that a public hearing date is set for **Tuesday, March 6, 2018** on or after **7:30 p.m.** at the Richland City Hall Council Chambers, 505 Swift Blvd., Richland, Washington, to receive public comments regarding the proposed vacation of Davenport Street between Goethals Drive and Wellsian Way.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 20-18, Approving the Final Plat of Horn Creek - Phase 3

Department:

Community & Development Services

Ordinance/Resolution Number:

20-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 20-18, approving the final plat of Horn Creek - Phase 3.

Summary:

The Horn Creek subdivision, originally approved by the City Council in 2006, is located in the Horn Rapids Golf Course Community, south and east of River Valley Drive. See the attached vicinity map.

The first two phases of the project were developed previously. The third and final phase, consisting of 24 lots and one tract on 4.8 acres, is ready for final approval.

Staff recommends approval of Resolution No. 20-18, approving the final plat of Horn Creek - Phase 3.

Fiscal Impact:

Development of the lots within the plat will increase the taxable value of the property, and will increase the demand for City services.

Attachments:

1. Resolution No. 20-18
2. Vicinity Map

RESOLUTION NO. 20-18

A RESOLUTION of the City of Richland approving the final plat of Horn Creek – Phase 3, subject to the conditions of approval of the Technical Advisory Committee Report, and adopting the findings of the Richland Planning Commission as the findings of the Richland City Council.

WHEREAS, on May 24, 2006, the Richland Planning Commission held an open record public hearing to consider the preliminary plat application of Horn Creek as submitted by North Stone Richland, LLC; and

WHEREAS, the Planning Commission recommended to the City Council that it conditionally approve the preliminary plat of Horn Creek; and

WHEREAS, the City Council held a closed record hearing to consider the Horn Creek preliminary plat application and the recommendation of the Planning commission, and took action to approve the preliminary plat request; and

WHEREAS, Phase 3 of the Horn Creek plat, consisting of 24 lots and one tract on 4.8 acres, is being constructed in accordance with the conditions attached to the approved preliminary plat.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland hereby approves the final plat of Horn Creek – Phase 3, a copy of which is attached hereto as **Exhibit A**, subject to the conditions of approval as contained in the May 18, 2006 Amended Technical Advisory Committee Report S2006-101.

BE IT FURTHER RESOLVED that the findings and conclusions of the Planning Commission from the May 24, 2006 open record public hearing are hereby adopted as the findings and conclusions of the Richland City Council.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/06/2018

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from January 8, 2018 - January 26, 2018 for \$14,242,537.52 including Check Nos. 253510-254287, Wire Nos. 6669-6705, Payroll Check Nos. 128951-129987, and Payroll Wire/ACH Nos. 10253-10294

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from January 8, 2018, to January 26, 2018 in the amount of \$14,242,537.52.

Summary:

Breakdown of Expenditures:

Check Nos.	253510-254287	6,397,620.75
Wire Nos.	6669-6705	2,780,467.89
Payroll Check Nos.	128951-129987	39,027.87
Payroll Wires/ACH	10253-10294	5,025,421.01
TOTAL		\$14,242,537.52

Fiscal Impact:

Yes Total Disbursements: \$14,242,537.52.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
JANUARY 8 - JANUARY 26, 2018

Payee	Wire Description	Amount
Claim Wires - Wire No. 6669 to 6705		
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	1,512,619.05
Conover	Section 125	4,884.39
Discovery Benefits	Section 125 - New Provider	6,566.33
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,965.00
LEOFF Trust	Fire Health Premiums	81,283.00
Richland Golf Management Corporation	Col. Pt. Operating Reimb	78,519.26
Washington Cities Insurance Authority (WCIA)	2018 Insurance Premiums	1,094,421.00
Zenith Administrators	Insurance Claims	209.86
	Total Claim Wire Transfers	\$ 2,780,467.89
Payroll Wires & Direct Deposits (ACH) - Wire No. 10253 to 10294		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 5,025,421.01
Total Claim & Payroll Wires/ACH		\$ 7,805,888.90

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



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BENTON COUNTY TREASURER		1217BC	253659	CRIME VICTIMS COMP BCDC-DEC 17	\$494.50
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE		CHK#59533	253922	REFUND RECEIPT # 139012	\$171.91
		DEC 2017	254135	HELPING HANDS 4TH QTR 2017	\$2,140.27
CITY OF RICHLAND		010818	253937	CASHIER SHORTAGE-LIPCSEY	\$0.03
				CASHIER SHORTAGE-IZAGUIRRE	\$10.00
PERMIT REFUND		2018-000147	254253	REFUND-1526 ALDER AVE-SEPA CHG	\$345.00
RECWARE REFUND		010818	253670	REFUND DAMAGE DEPOSIT	\$150.00
			253719	REFUND DAMAGE DEPOSIT	\$150.00
		010918	253915	REFUND ACTIVITY TRANSFER	\$7.75
				REFUND ACTIVITY CANCELLATIO	\$19.12
				REFUND ACTIVITY CANCELLATIO	\$19.15
				REFUND PARKS AND RECREATION	\$24.37
				REFUND PARKS AND RECREATION	\$10.00
				REFUND ACTIVITY TRANSFER	\$5.50
			253917	REFUND PARKS AND RECREATION	\$24.37
				REFUND ACTIVITY TRANSFER	\$7.75
				REFUND PARKS AND RECREATION	\$10.00
				REFUND ACTIVITY CANCELLATIO	\$19.15
				REFUND ACTIVITY TRANSFER	\$5.50
				REFUND ACTIVITY CANCELLATIO	\$19.12
			253919	REFUND ACTIVITY CANCELLATIO	\$19.15
				REFUND ACTIVITY TRANSFER	\$5.50
				REFUND ACTIVITY CANCELLATIO	\$19.12
				REFUND PARKS AND RECREATION	\$10.00
				REFUND ACTIVITY TRANSFER	\$7.75
				REFUND PARKS AND RECREATION	\$24.37
			253920	REFUND ACTIVITY CANCELLATIO	\$19.15
				REFUND ACTIVITY TRANSFER	\$5.50
				REFUND ACTIVITY TRANSFER	\$7.75
				REFUND ACTIVITY CANCELLATIO	\$19.12
				REFUND PARKS AND RECREATION	\$24.37
				REFUND PARKS AND RECREATION	\$10.00
			253924	REFUND PARKS AND RECREATION	\$10.00
				REFUND ACTIVITY TRANSFER	\$7.75
				REFUND ACTIVITY TRANSFER	\$5.50
				REFUND ACTIVITY CANCELLATIO	\$19.12
				REFUND ACTIVITY CANCELLATIO	\$19.15



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RECWARE REFUND		010918	253924	REFUND PARKS AND RECREATION	\$24.37
			253926	REFUND ACTIVITY TRANSFER	\$5.50
				REFUND PARKS AND RECREATION	\$24.37
				REFUND ACTIVITY CANCELLATIO	\$19.15
				REFUND ACTIVITY CANCELLATIO	\$19.12
				REFUND PARKS AND RECREATION	\$10.00
				REFUND ACTIVITY TRANSFER	\$7.75
		121817	253681	REFUND DAMAGE DEPOSIT	\$200.00
WA STATE DEPARTMENT OF REVENUE		Q4-17LHT	253900	LEASEHOLD TAX-4TH QTR 2017	\$36,069.44
WASHINGTON STATE TREASURER		1217WS	253754	FINES & FORFEITURES BC-DEC 17	\$1,253.00
				FINES & FORFEITURES BC-DEC 17	\$25,366.70
WEBCHECK INC		5890	253901	WEBCHECK SRVC DEC 17	\$1,107.72
UNASSIGNED TOTAL ****					\$67,973.91
Division:	001	CITY COUNCIL			
ASSOCIATION OF WASHINGTON CITIES		56720	253653	AWC 2018 MEMBERSHIP DUES	\$38,644.00
BANK OF AMERICA		TXN00036772	254100	Lunch - New Councilmember Ori	\$9.76
		TXN00036773		AMAZON MKTPLACE-IPAD CASES	\$90.65
		TXN00036774		AMAZON-IPAD BAGS	\$83.93
		TXN00036782		Lunch - New Councilmember Ori	\$48.82
		TXN00036802		4IMPRINT-JACKETS	\$251.48
		TXN00036810		4IMPRINT-BOTTLES-POLOS	\$3,331.60
		TXN00036839		LANDS END-PP SHIRT	\$105.17
PARADISE BOTTLED WATER CO		12/17-CITYATTORNE	253852	BOTTLED WATER-DECEMBER	\$37.47
VERIZON WIRELESS	P058713	9798924311	254050	Monthly Wireless Charges Invoi	\$180.14
	P058727	9798924314		New Account Charges for Wirele	\$348.26
CITY COUNCIL TOTAL ****					\$43,131.28
Division:	100	CITY MANAGER			
BANK OF AMERICA		TXN00036683	254100	RT PIZZAZ-COR_COK-VHF CHFS	\$32.02
		TXN00036692		ANTHONY'S-QRTLY-CM-RGNL-MTG	\$23.04
		TXN00036967		TRI-CITY HERALD CIRC - Purchas	\$244.20
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$38.70
	P058714	9798924310		Wireless Charges December 2017	\$49.02
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$50.67
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$48.44
CITY MANAGER TOTAL ****					\$486.09
Division:	101	CITY CLERK			
BENTON COUNTY AUDITOR		2017 VOTER REG	254132	2017 VOTER REGISTRATION COSTS	\$76,139.89
CODE PUBLISHING INC		58711	253798	RMC ELECTRONIC UPDATES 12/31	\$228.22
PARADISE BOTTLED WATER CO		12/17-CITYATTORNE	253852	BOTTLED WATER-DECEMBER	\$11.24
SOUTH CENTRAL WA MUNICIPAL CLERK'S ASSN		2018 DUES	254034	2018 SCWMCA DUES	\$50.00



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$32.97
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$31.58
CITY CLERK TOTAL ****					\$76,493.90
Division:	102	CITY ATTORNEY			
BANK OF AMERICA		TXN00036528	254100	BENTON CO AUDITOR - RECORDING	\$283.93
		TXN00036745		FRED MEYER - SHARED VALUES	\$25.00
				FRED-MEYER - SHARED VALUES	\$3.95
		TXN00036893		ALASKA AIR - KINTZLEY	\$386.40
		TXN00036901		AGENT FEE - KINTZLEY	\$35.00
		TXN00036904		ACT MRSC - PRA CASE LAW UPDATE	\$35.00
		TXN00036928		AGENT FEE - KINTZLEY	\$35.00
		TXN00036929		ALASKA AIR - KINTZLEY	\$320.40
		TXN00036930		ALASKA AIR CREDIT - KINTZLEY	(\$386.40)
		TXN00036941		LU LU CRAFT BAR - DEPT RETREAT	\$50.00
				LU LU CRAFT BAR - DEPT RETREAT	\$50.57
BELL BROWN & RIO PLLC		933	253657	PROSECUTION SRVCS-JANUARY	\$22,716.09
MENKE JACKSON BEYER LLP		12/2017-065	253844	GENERAL (CITY ATTY)	\$308.75
		12/2017-088		NESS/PAULSEL V. COR	\$961.32
OGDEN MURPHY WALLACE, PLLC		806700	253595	MOBILITIE CONSORTIUM-NOV	\$1,755.00
		807562	254156	MOBILITIE CONSORTIUM-DEC	\$243.00
PARADISE BOTTLED WATER CO		12/17-CITYATTORNE	253852	BOTTLED WATER-DECEMBER	\$7.49
SUMMIT LAW GROUP PLLC		89114	253624	LABOR & EMPLOYMENT	\$1,209.50
THOMSON REUTERS-WEST		837454850	253888	INFORMATION CHARGES-DEC 2017	\$2,215.32
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$38.70
	P058636			Verizon Charges November 2017	\$38.70
	P058714	9798924310		Wireless Charges December 2017	\$38.70
	P058714			Wireless Charges December 2017	\$38.70
XEROX CORPORATION		091834458	253905	MX4-344681 BASE/PRINTS- DEC	\$75.41
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$52.46
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$50.23
CITY ATTORNEY TOTAL ****					\$30,588.22
Division:	110	ASSISTANT CITY MANAGER			
BANK OF AMERICA		TXN00036559	254100	OFFICE DEPOT-OFC SPLY	\$226.96
		TXN00036573		OFFICE DEPOT-CFEE-FLTRS	\$3.32
		TXN00036844		Annex Supplies	\$19.05
		TXN00036985		VARIDESK - AA	\$495.00
PARADISE BOTTLED WATER CO		12/17-CITYATTORNE	253852	BOTTLED WATER-DECEMBER	\$11.24
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$38.70
	P058714	9798924310		Wireless Charges December 2017	\$38.70
XEROX CORPORATION		091834458	253905	MX4-344681 BASE/PRINTS- DEC	\$236.69



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		091834458	253905	MX4-344681 BASE/PRINTS- DEC	\$74.28
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$34.40
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$33.01
ASSISTANT CITY MANAGER TOTAL ****					\$1,211.35
Division:	111	COMMUNICATIONS & MARKETING			
BANK OF AMERICA		TXN00036527	254100	FACEBK WINTER WLAND	\$1.43
		TXN00036535		ADOBE STOCK - Purchase	\$32.57
		TXN00036538		SMARTSHEET - Purchase	\$82.54
		TXN00036560		EASYBADGES LANYARD	\$1,715.00
		TXN00036561		FEDEX - PRINTSHOP	\$50.18
		TXN00036582		PANERA TEAM MTG.	\$44.06
		TXN00036583		TARGET-WRLESS MOUSE HL	\$15.19
		TXN00036599		OFFICE DEPOT TONER FOR HP	\$370.60
		TXN00036607		SP DELUSION MFG - Credit	(\$195.86)
		TXN00036831		SNWST - BCKPKCS JA	\$189.18
		TXN00036855		VISTAPR COR NTECARDS	\$136.27
		TXN00036887		STK SHUTTERSTOCK	\$29.00
HERC RENTALS INC		29674325-001	253970	SILENT PORTABLE GENERATOR RENT	\$39.10
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$76.21
	P058714	9798924310		Wireless Charges December 2017	\$76.21
WEST COAST PAPER COMPANY		10450500	253902	PAPER 20# WHITE/67# BRTWHT	\$771.06
XEROX CORPORATION		091834479	253905	BG2-946472 BASE/PRINTS- DEC	\$384.40
				BG2-946472 BASE/PRINTS- DEC	\$442.30
		091834480		B35-458536 BASE CHG ONLY - DEC	\$140.31
		091834481		XU6-476287 BASE/PRINTS- DEC	\$930.10
				XU6-476287 BASE/PRINTS- DEC	\$425.01
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$12.67
				PHONE CHARGES 12/08-1/07/18	\$12.80
				PHONE CHARGES 12/08-1/07/18	\$0.27
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$12.24
				PHONE CHARGES 1/1-1/31/18	\$12.11
				PHONE CHARGES 1/1-1/31/18	\$0.27
COMMUNICATIONS & MARKETING TOTAL ****					\$5,805.22
Division:	112	CABLE COMMUNICATIONS			
BANK OF AMERICA		TXN00036740	254100	SPDNT SHOP RPD VIDEO PROP	\$9.01
INGHAM, MARK		2017 MILEAGE	253575	INGHAM MILEAGE 5/3/17-12/4/	\$58.85
SWAGIT PRODUCTIONS LLC		10152	254036	VIDEO STREAMING SERVICES ANNUA	\$6,468.00
VECTOR BROADCAST LLC	S017745	4348	254049	QUARTERLY MAINTENANCE FOR AUDI	\$2,063.40
WASHINGTON ASN OF TELECOMMUNICATIONS OFFICERS	P058691	2018 WATOA DUES	253753	MEMBERSHIP FEE FOR 2018 WATOA	\$100.00
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$14.02



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO COMMUNICATIONS SERVICES LLC		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$13.46
CABLE COMMUNICATIONS TOTAL ****					\$8,726.74
Division:	113	HANFORD COMMUNITIES			
BANK OF AMERICA		TXN00036531	254100	VENETIAN/PALAZZO ROOM RS-NV	\$164.40
		TXN00036578		EB ECA PEER EXCHANGE - NV	\$150.00
		TXN00036677		ALASKA AIR-AZ	\$503.60
		TXN00036705		AGENT FEE-AZ	\$35.00
		TXN00036850		W M SYMPOSIA INC - Purchase	\$1,200.00
		TXN00036867		AGENT FEE - NV	\$35.00
		TXN00036877		ALASKA AIR-NV	\$352.60
LUNDGREN, REGINA E		RCH-SB-537	253585	SPEAKERS BUREAU - DECEMBER	\$240.00
PARADISE BOTTLED WATER CO		12/17-CITYATTORNE	253852	BOTTLED WATER-DECEMBER	\$7.49
XEROX CORPORATION		091834458	253905	MX4-344681 BASE/PRINTS- DEC	\$75.41
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$9.09
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$8.82
HANFORD COMMUNITIES TOTAL ****					\$2,781.41
Division:	120	FIRE			
BANK OF AMERICA		TXN00036564	254100	FIRE STORE - AXES RET'D	(\$439.96)
		TXN00036570		COSTCO - GLOVES, FLSHLGH	\$837.95
		TXN00036574		AMAZON - LEGAL REF BOOK	\$19.87
		TXN00036577		AMA - MNG'G WRKLD WEBINAR	\$199.00
		TXN00036586		DIGITAL COMBUSTION - UPGRADE	\$1,250.00
		TXN00036589		GOOD2GO - TOLL FEE	\$3.75
		TXN00036591		AMAZON - MOP HEADS	\$19.29
		TXN00036594		AMAZON - DISH/HAND SOAP, FOIL	\$66.35
		TXN00036600		AMAZON - LIBRY CHECK-OUT CRDS	\$19.99
		TXN00036606		AMAZON - FLOOR CLEANER	\$16.93
				AMAZON - AAA BATTERIES	\$22.30
		TXN00036612		AMAZON - CHARGER, BINOCULARS	\$308.65
		TXN00036617		AMAZON - BOOK ENDS	\$37.95
		TXN00036636		STARBUCKS - LEADERSHIP WKSHP	\$34.64
		TXN00036637		AMAZON - COMET CLEANER	\$9.49
		TXN00036643		MATTRESS FIRM - STA BEDS	\$998.03
		TXN00036651		PANERA - LEADERSHIP WKSHP	\$39.01
		TXN00036660		SAVAJAKE INC - CRIBBING KEEPER	\$142.40
		TXN00036663		MATTRESS FIRM - STA BEDS	\$1,498.57
		TXN00036664		YOKE'S - LEADERSHIP WKSHP	\$19.99
		TXN00036671		BIG LOTS - PHONE COVER, HDMI	\$71.68
		TXN00036672		STONE SOUP - LEADERSHIP WKSHP	\$134.39
		TXN00036691		HOLIDAY INN - CA FIRE DEPLOY	\$99.68



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00036703	254100	OFFICE DEPOT - BANKER BOXES	\$27.14
		TXN00036710		AMAZON - FLOOR LAMPS	\$158.62
		TXN00036748		AMAZON - CAR WASH	\$50.80
		TXN00036753		AMAZON - SEARCH LIGHT	\$107.51
		TXN00036763		AMAZON - DISH SOAP	\$15.58
		TXN00036805		COSTCO/OFFICE CHAIRS	\$542.95
		TXN00036894		AMAZON - AIR FRESHENERS	\$32.64
		TXN00036898		AMAZON - BODY & HAND SOAPS	\$33.82
		TXN00036903		AMAZON - PROJECTOR LITE	\$171.94
		TXN00036905		AMAZON - PROJECTOR	\$1,088.09
		TXN00036909		AMAZON - HDMI CABLE	\$24.99
		TXN00036910		AMAZON - PROJECTOR	\$1,088.09
		TXN00036912		FF BOOKSTORE - TRNG MATERIALS	\$804.97
		TXN00036913		SHELL OIL - CA DEPLOY FUEL	\$100.00
		TXN00036922		BATTERY MART/TWO WAY IN VEHICL	\$387.14
		TXN00036943		AMAZON - BAGGIES	\$15.88
		TXN00036944		INN AT HARRIS RANCH - CA DEPLY	\$135.00
		TXN00036959		INN AT HARRIS RANCH - CA DEPLY	\$135.00
		TXN00036970		IMS ALLIANCE - COMMAND BOARDS	\$1,018.18
BENTON RURAL ELECTRIC ASSOCIATION	12/17-74170526	253777		COLLINS RD RADIO TOWER-ELECTRI	\$29.17
BIG TOE AUTO SALVAGE	5-2018	254136		4 TRNG AUTOS-DELIVER/PICK-UP	\$532.14
	6-2018	253779		4 TRNG AUTOS-DELIVER/PICK-UP	\$325.00
BOWE, BRIAN	17-534 BOWE	253784		17-534 CA WILDFIRE DEPLOYME	\$258.00
BOWEN, NOAH	17-535 BOWEN	253785		17-535 CA WILDFIRE DEPLOYME	\$258.00
CASTLEBERRY, WILLIAM CALEB	17-532 CASTLEBERR	253790		17-532 CA WILDFIRE DEPLOYME	\$258.00
CHAPLAIN SERVICES NETWORK	RFD-12312017	253535		CHAPLAIN SRVCS OCT-DEC 2017	\$236.25
CITY OF RICHLAND	12/2017 DEC	254140		CITY UTILITY BILLS/DEC 2017	\$5,480.26
D&D TELECOMMUNICATION PROPERTIES LLC	410	253549		PERRY MONUMENT RD RENT-NOV	\$760.07
	415			PERRY MONUMENT RD RENT-DEC	\$760.07
	429	253678		PERRY MONUMENT RD RENT-JAN	\$760.07
	433	254235		PERRY MONUMENT RD RENT-FEB	\$760.07
	451140	253807		TABLET INSTALLATION-AMBULANCE	\$500.92
DAY WIRELESS SYSTEMS	2017_7322	254177		ERS SUBSCRIPTION-JANUARY	\$268.97
EMERGENCY REPORTING	2107_8328			ERS SUBSCRIPTION-FEBRUARY	\$268.97
EMERICK, MIKE	18-058 EMERICK	253954		18-058 INSPECT NEW FIRE APP	\$30.00
FEDERAL EXPRESS CORP	6-034-20525	253561		RETURN SHIPPING	\$57.08
FRONTIER	01/18 2530045365	254182		SILVER CLOUD PHONE LINE	\$66.64
	1/18 2061880334	253689		VHF PHONE LINE 12/19-01/18/18	\$422.86
	008731013	254147		FIRE/EMS EMBLEMS	\$116.15
GALLS, LLC	122117	253822		REIMB SUPPLY PURCHASE	\$54.28
GOULD, ZACH	9649042646	253564		DRAINAGE MAT BLACK	\$1,106.09
GRAINGER					



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HARRINGTON'S TROPHIES		77777	254246	PASSPORT/NAME PLATES	\$220.24
HENSON, CORY		17-533 HENSON	253828	17-533 CA WILDFIRE DEPLOYME	\$623.00
IMAGETREND INC	P058554	109241	253574	Software Licensing Agreement f	\$15,625.00
	P058554			Software Licensing Agreement f	\$3,440.63
LN CURTIS & SONS	P058567	INV147364	253840	TRAPEZOID HELMET MARKER, 5 PER	\$60.60
	P058567			ADJUST FOR TAX	(\$0.01)
	P058567			PRO-TECH TITAN KANGAROO LEATHE	\$4,612.16
	P058567	INV149036		PGI COBRA, ULTIMATE 2-PLY CARB	\$695.04
	P058567			PGI COBRA, ULTIMATE 2-PLY CARB	\$695.04
	P058567	INV149403		PRO-TECH TITAN KANGAROO LEATHE	\$98.13
MALLORY SAFETY & SUPPLY LLC		4379669	253842	FOAM CONCENTRATE	\$1,476.96
NATIONAL FIRE CODES		7113525X	254263	ON-LINE FIRE CODES SUBSCRIPTIO	\$1,345.50
OXARC INC		30207301	253851	FIRE EXTINGUISHER SRVC/RECHRG	\$75.69
PUBLIC SAFETY TESTING INC		2017-8054	253860	4TH QTR 2017 SUBSCRIPTION FEES	\$283.60
RICHLAND ACE HARDWARE		214408	254268	VINYL TUBING	\$0.92
		214409		VINYL TUBING	\$12.92
		214777	253866	SNOW SHOVEL	\$24.97
		214799	253732	TORPEDO LEVEL	\$6.51
		214881	254205	KITCHEN SPOON/TONGS/TURNER	\$35.81
		59743	253610	BEEHIVE BLENDER	\$70.58
		59924	253732	LIGHT BULBS/MOUNTING TAPE	\$34.17
SEC CONSULTING LLC		1712	253874	CRITICAL THINKING COURSE-RFD	\$2,276.00
SEW FABULOUS		1346	254032	PANTS HEM/REPAIR	\$65.16
TARGETSOLUTIONS LEARNING, LLC		INV00000021530	253883	Target Solutions Platform Prem	\$4,235.21
TRI COUNTY FIRE ASSOCIATION		17-07	253892	2017 ANNUAL TCFA DUES	\$500.00
UPTOWN CLEANERS		94870	253895	LINEN/UNIFORM LAUNDRY SRVCS	\$235.34
		94917		LINEN/UNIFORM LAUNDRY SRVCS	\$306.02
		95001		LINEN/UNIFORM LAUNDRY SRVCS	\$252.22
		95049		LINEN/UNIFORM LAUNDRY SRVCS	\$256.85
		95087		LINEN/UNIFORM LAUNDRY SRVCS	\$266.77
		95112		PANT RELABELING	\$45.61
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$516.45
	P058636			Verizon Charges November 2017	\$760.49
	P058714	9798924310		Wireless Charges December 2017	\$516.46
	P058714			Wireless Charges December 2017	\$763.09
WESTERN STATE DESIGN	P058488	E025709-IN	254054	FACTORY FREIGHT	\$977.40
	P058488			#ADFG-64, AMERICAN ECODRY	\$7,187.15
	P058488	E25709C-CM		CREDIT FOR DAMAGE ON CABINET	(\$108.60)
XEROX CORPORATION	P058764	091236728	254287	OFFICE COPIER LEASE/USAGE (OCT	\$334.93
	P058764	091499760		OFFICE COPIER LEASE/USAGE (NOV	\$348.53
	P058764	091834403		AMB BILLING 4TH QTR COPIER MAI	\$32.58



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION	P058764	091834477	254287	OFFICE COPIER LEASE/USAGE (DEC	\$351.46
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$186.15
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$178.10
FIRE TOTAL ****					\$74,578.18
Division:	130	POLICE			
101 CLEANERS		12/17-9427360	254097	UNIFORM LAUNDRY SRVCS-DEC	\$95.32
3SI SECURITY SYSTEMS INC		0000530466	253909	ANNUAL USAGE-TRACKING	\$432.00
ADVENTOS LLC		3439A	253647	SMARTFORCE LICENSE FEES-2018	\$13,575.00
AXON ENTERPRISE, INC	P058676	SI1517801	254169	TAX	\$670.09
	P058676			YEAR 1 DISCOUNT	(\$5,218.41)
	P058676			SHIPPING	\$602.23
	P058676			TASER 60 YEAR 1 PAYMENT: X26P	\$12,408.00
BANK OF AMERICA		TXN00036530	254100	Amazon.com - STRYKE PANT	\$81.44
		TXN00036544		TACTICALGEAR.COM - STRYKE PANT	\$112.48
		TXN00036548		AMAZON MKTPLACE PMTS - NITRILE	\$165.98
		TXN00036550		PINMART, INC - VETERANS PINS	\$184.39
		TXN00036556		U.S. ELITE - BOOTS	\$172.46
		TXN00036569		BARCODESINC - MINI BAG DUO USB	\$108.60
		TXN00036576		UNDER ARMOUR DIRECT VIRT - FLE	\$48.85
		TXN00036579		MAGNETICMIC.COM - MIC BULK PAC	\$336.28
		TXN00036581		TASER INTERNATIONAL - MAG FOR	\$51.26
		TXN00036588		UPS 0000002654EE487	\$69.48
		TXN00036592		WAL-MART #3261 -BLADES/ TAPE	\$10.15
		TXN00036609		FIRST TACTICAL - BDU PANT	\$30.94
		TXN00036615		AMAZON MKTPLACE PMTS - BOOTS	\$187.46
		TXN00036628		JUSTIN COFFEY TACTI TAC - MULT	\$280.71
		TXN00036649		LAW ENFORCEMENT TARGETS - RED	\$49.90
		TXN00036655		CRYE PRECISION - PANT/KNEE PAD	\$247.46
		TXN00036657		WM SUPERCENTER #3261 - SHOE PO	\$9.64
		TXN00036678		WM SUPERCENTER #3261 - POWER	\$21.70
		TXN00036689		Dick'sSportingGoods.com - TACT	\$30.40
		TXN00036695		RONIN TACTICS, INC. - TACTICAL	\$196.95
		TXN00036702		DMI DELL K-12/GOVT - MONITOR	\$172.87
		TXN00036709		FREELINC.COM - MIC REPLACEMENT	\$34.00
		TXN00036734		SQ FAT OLIVES REST - VIPS APP	\$400.00
		TXN00036735		Amazon.com - FLASHLIGHT	\$89.04
		TXN00036737		LEGACY ATHLETIC - RPD LOGO HAT	\$260.00
				LEGACY ATHLETIC - RPD LOGO HAT	\$58.55
		TXN00036739		HOTWIRE - HOTEL 18-013 MATHENY	\$377.20
		TXN00036742		DELTA AIR 0067030515884 - MA	\$229.60
		TXN00036747		LIVE VIEW GPS - PT10 SUBSCRIPT	\$502.80



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VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00036750	254100	SQ PORTER'S REAL B - COMMAND	\$91.57
		TXN00036752		NATIONAL SHOOTING SPOR - SHOT	\$70.00
		TXN00036754		DELTA AIR 0067030515885 - WO	\$229.60
		TXN00036760		WM SUPERCENTER #3261 - DRY ERA	\$126.33
		TXN00036777		EVIDENT INC - PHOTO ID CARDS	\$155.00
		TXN00036789		AMAZON MKTPLACE PMTS - RETURN	(\$119.95)
		TXN00036790		NORCAN - ALISHA GROW 2018 DUES	\$30.00
		TXN00036796		AMAZON - LABELS/BADGE HOLDERS	\$61.96
		TXN00036813		CRYE PRECISION -COMBAT PANTS	\$404.00
		TXN00036815		STAPLES - PRIVACY FILTER	\$229.78
		TXN00036817		MAXPEDITION COM - POUCHES/TACT	\$96.56
		TXN00036823		STAPLES - PAPER/STAPLES/LABELS	\$1,525.74
		TXN00036835		STAPLES - FORKS/SPOONS/KNIVES	\$61.14
		TXN00036843		VARIDESK - STANDARD VARIDESK	\$395.00
		TXN00036846		COPS PLUS, INC - MEGAPHONE	\$130.32
		TXN00036847		JUSTIN COFFEY TACTI TAC - QR L	\$42.67
		TXN00036858		UPS 0000002654EE507	\$184.65
		TXN00036868		TAP RACK HOLSTERS & CUSTO - HO	\$1,075.00
		TXN00036876		GLOCKWORX - BASEPADS FOR GLOCK	\$1,371.11
		TXN00036895		LOWES #02344 - BATTERIES/UTILI	\$18.61
		TXN00036907		DAY WIRELESS SYSTEMS 1806- EAR	\$27.70
		TXN00036935		TRI-TECH/NATIONAL LAW - DNA CO	\$229.00
		TXN00036942		3SI SECURITY SYSTEMS - ANNUAL	\$432.00
		TXN00036947		UPS 0000002654EE517	\$26.02
		TXN00036955		PRICELINE HOTEL ROOMS - HOTEL	\$1,595.10
		TXN00036956		OPTICSPLANET, INC. - SUPPRESSO	\$528.50
		TXN00036971		BLUE CAN TRAINING SOLUTI - BLU	\$431.00
BENTON COUNTY SHERIFF'S OFFICE		12/17-CUSTODY	254134	CUSTODY COSTS-DECEMBER 2017	\$122,368.20
		4/17 MEDICAL	253522	MEDICAL SUPPLIES/SRVCS-APR	\$9,182.37
CITY OF KENNEWICK		013345	253936	BIPIN COMP SUPPORT MNT-1ST QTR	\$36,981.25
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$2,402.06
COLUMBIA FITNESS		M278	254142	DIAGNOSTIC SERVICE/TRDML PARTS	\$949.79
EAGLE PRINTING & GRAPHIC DESIGN INC		47231	253812	NAME PATCHES/POLOS/JACKET	\$301.31
FRONTIER	S017724	01/18 2061882614	253689	FRONTIER COMMUNICATIONS MONTHL	\$68.54
	S017749	01/18 2530035792	254182	FRONTIER COMMUNICATIONS MONTHL	\$636.63
INTERNATIONAL ASSN OF CHIEFS OF POLICE		1001288153	253974	2018 IACP DUES-SKINNER	\$150.00
		1001293471		2018 IACP DUES-J TAYLOR	\$150.00
IRON MOUNTAIN INC		PPA6091	254149	SHREDDING SRVCS-DECEMBER	\$115.42
LARSEN GUNSMITHING & FIREARMS	P058669	9326	253990	SUREFIRE DG-11 - WEAPON PRESSU	\$390.96
	P058669			SUREFIRE X300U-A-BK - SUREFIRE	\$667.89
PECK, CERISE		010218	254008	REIMB CITIZEN'S ACAD EXPENS	\$230.27



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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RIVER CITY TOWING INC		15985	253615	TOW CHARGE	\$48.87
		16023		TOW CHARGE	\$48.87
		16049	254024	TOW CHARGE	\$48.87
		16053	254159	TOW CHARGE	\$48.87
		16055		TOW CHARGE	\$48.87
		16061	254024	TOW CHARGES	\$48.87
		16064		TOW CHARGE	\$48.87
		16065		TOW CHARGE	\$48.87
SHELLY HANSEN RID CERTIFIED SIGN LANGUAGE		217-001-RPD	254160	SIGN LANGUAGE SRVCS 12/15/17	\$68.28
TREASURE VALLEY COFFEE CO		100711	253632	RPD COFFEE DELIVERY	\$76.92
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$4,659.58
	P058714	9798924310		Wireless Charges December 2017	\$4,795.86
WASHINGTON STATE PATROL		00065542	253640	ACCESS USER FEE 10/1-12/31/17	\$600.00
XEROX CORPORATION		091834467	254164	LX5-691308 BASE/PRINTS-DEC	\$256.87
		091834468		LX5-691344 BASE/PRINTS-DEC	\$238.70
		091834469		LX5-694258 BASE/PRINTS-DEC	\$218.63
		091834470		MX4-345491 BASE/PRINTS-DEC	\$522.44
		091834471		MX4-345537 BASE/PRINTS-DEC	\$267.81
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$6.96
				PHONE CHARGES 12/08-1/07/18	\$312.36
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$300.14
				PHONE CHARGES 1/1-1/31/18	\$6.69
POLICE TOTAL ****					\$223,850.12
Division:	210	ADMINISTRATIVE SERVICES			
BANK OF AMERICA		TXN00036542	254100	LU LU CRAFT-ASD MEETING-CK/CJ/	\$70.47
		TXN00036631		CASA MIA-ASD MTG CK/KG/JG	\$48.90
HARRINGTON'S TROPHIES		77623	253826	NAME PLATES-DAN REYNOLDS	\$17.92
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$38.70
	P058714	9798924310		Wireless Charges December 2017	\$38.70
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$20.41
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$19.58
ADMINISTRATIVE SERVICES TOTAL ****					\$254.68
Division:	211	FINANCE			
ALLIED ENVELOPE	P058752	184775	254167	INSIDE DELIVERY & STACKING OF	\$68.70
	P058752			ADJUST FOR TAX	(\$0.01)
	P058752			WINDOW ENVELOPE, REVERSE FLAP,	\$620.92
	P058752	184776		RETURN ENVELOPE WITH SECURITY	\$759.66
	P058752			INSIDE DELIVERY & STACKING OF	\$68.68
	P058752			PRICE ADJUSTMENT	\$0.01
	P058752	184777		INSIDE DELIVERY & STACKING OF	\$68.68



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ALLIED ENVELOPE	P058752	184777	254167	ADJUST FOR TAX	\$0.01
	P058752			UTILITY BILLING STATEMENT, 20#	\$406.98
BANK OF AMERICA		17120061381	253771	BANK ANALYSIS FEES	\$2,712.13
		TXN00036517	254100	FRED-MEYER #0286 - Purchase	\$46.44
		TXN00036532		DOLLAR TREE - Purchase	\$26.06
		TXN00036534		TARGET 00023143 - Purch	\$102.81
		TXN00036572		Amazon-Logitech Wireless Keybo	\$219.03
		TXN00036614		AMAZON -Plantronics hook switc	\$783.27
		TXN00036616		STAPLES-TONER/RIBBON/PAPER	\$432.31
		TXN00036638		STAPLES-CALC/FOLDERS/STG BOX	\$226.00
		TXN00036668		STAPLES - Purchase	\$394.11
		TXN00036674		NEWEGG-Scansnap document scann	\$1,379.97
		TXN00036676		OFFICE DEPOT-POWER CORD	\$26.05
		TXN00036686		STARBUCKS STORE 03206 - Purcha	\$17.32
		TXN00036769		NEWEGG- Epson Multifunction Pr	\$1,901.77
		TXN00036793		STERLING'S RESTAURANT - Purcha	\$55.07
		TXN00036952		AMAZON-Wrls Keyboards	\$244.30
GARDA CL NORTHWEST INC		10358315	253819	ARMORED CAR SRVCS DEC 2017	\$457.16
GRIMES, KYLIE		2017 MILEAGE	254148	GRIMES MILEAGE 3/06 - 10/11/17	\$26.48
JETPAY PAYMENT SERVICES, FL, LLC		2018915	253834	MERCHANT SRVC CHRGS DEC 17	\$35,423.80
N HARRIS COMPUTER CORPORATION		XT00136490-A	254154	2017 TAX FORMS	\$414.18
		XT00136506-A		2017 TAX FORMS	\$209.88
PARADISE BOTTLED WATER CO		12/17-ADMIN SRVCS	253852	BOTTLED WATER-DECEMBER	\$38.93
				BOTTLED WATER-DECEMBER	\$38.93
POSTMASTER		PERMIT 153-12/31-	253605	POSTAGE 12/01 - 12/31/2017	\$7,875.64
REDSSON LTD		196678	253862	PORTAL SERVICE LOCATES-DEC	\$258.00
RETAIL LOCKBOX INC		17124812	253863	UB PYMT PROCESSING DEC 17	\$2,276.49
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$96.33
	P058636			Verizon Charges November 2017	\$38.70
	P058714	9798924310		Wireless Charges December 2017	\$38.70
	P058714			Wireless Charges December 2017	\$48.64
XEROX CORPORATION		091834472	253905	MX4-346672 BASE/PRINTS-DEC	\$284.90
		091834473		LX5-692029 BASE/PRINTS-DEC	\$213.11
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$77.51
				PHONE CHARGES 12/08-1/07/18	\$0.22
				PHONE CHARGES 12/08-1/07/18	\$135.44
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$74.45
				PHONE CHARGES 1/1-1/31/18	\$129.89
				PHONE CHARGES 1/1-1/31/18	\$0.22

FINANCE TOTAL ****

\$58,717.87

Division: 212 PURCHASING

Monday, January 29, 2018

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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00036697	254100	NAPCP - Membership Renewal-Rob	\$495.00
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$790.86
ORKIN EXTERMINATING INC		164501435	253596	PEST CONTROL SERVICES FOR BLDG	\$29.86
				PEST CONTROL SERVICES FOR BLDG	\$29.87
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$19.35
	P058636			Verizon Charges November 2017	\$33.05
	P058714	9798924310		Wireless Charges December 2017	\$33.05
	P058714			Wireless Charges December 2017	\$19.34
XEROX CORPORATION		091834475	253905	MX4-133936 BASE/PRINTS-DEC	\$50.61
				MX4-133936 BASE/PRINTS-DEC	\$202.44
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$60.62
				PHONE CHARGES 12/08-1/07/18	\$44.38
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$58.39
				PHONE CHARGES 1/1-1/31/18	\$42.44
PURCHASING TOTAL ****					\$1,909.26
Division:	213	INFORMATION TECHNOLOGY			
ADVANCED UTILITY SYSTEMS	P058642	MN00104817	253646	CIS Infinity Mntnc 1/18-12/18	\$78,651.64
AUTODESK INC	P058685	2018DEV1731	253654	Autodesk Developer NW Annual R	\$1,520.40
BANK OF AMERICA		TXN00036526	254100	VERIZON WRLS -IPAD for PRO	\$5,625.20
		TXN00036618		Amazon-MS Comfort Wave Wrls Ke	\$54.76
		TXN00036688		ASPE-ONLINE BA Bootcamp	\$2,695.00
		TXN00036701		AMAZON -Samsung internal SSD	\$245.33
		TXN00036704		GRAMMARLY	\$139.95
		TXN00036718		EASYBADGES CARDPRESSO	\$949.00
		TXN00036781		SQ PORTER'S REAL B -Team Buil	\$352.95
		TXN00036819		PARTS PEOPLE COM INC -Panel Co	\$24.95
		TXN00036824		GRAMMARLY-CREDIT	(\$139.95)
		TXN00036842		PMI -Training Supplies	\$303.43
		TXN00036852		TARGET -Team Building Water a	\$11.92
BARRACUDA NETWORKS INC	P058641	1883654	253656	Barracuda Message Archiver Rnw	\$4,671.00
BERRY DUNN MCNEIL & PARKER, LLC	P056590	368514	254170	ERP CONSULTING SERVICES CONTRA	\$1,620.00
	P056590			AMENDMENT #1 - THREE ASSET	\$8,280.00
BMC SOFTWARE INC	P058548	1313468	253783	LICENSE AND SUPPORT FEES, Trac	\$6,640.97
CASELLE INC	P058690	85342	253665	Animal License Software Monthl	\$169.33
CERIUM NETWORKS INC	P058571	1066769	254172	SHIPPING	\$20.09
	P058571			CISCO AP GEAR EXTERNAL ANTENNA	\$910.64
CIVICPLUS	P058696	169228	253671	Civic Clerk Annual Fee Renewal	\$8,457.77
cloudPWR, LLC	P058759	1860	254219	DES MASTER CONTRACT MANAGEMENT	\$1.80
	P058759			BOX Enterprise License	\$130.32
COLLABWARE	P058650	1396	253673	Annual Renewal for Records Mng	\$10,800.00
COLUMBIA BASIN INFORMATION TECHNOLOGY	P058663	INV-000521	253674	MONTHLY SERVICE FEE INTERNET	\$800.00



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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DLT SOLUTIONS LLC	P058709	SI382173	254176	Autodesk AutoCAD Map 3D	\$1,695.90
FACILITYDUDE.COM	P058681	INV-18368	253684	Technology Essentials-MDM	\$2,215.44
FORCEPOINT LLC	P058637	100109490	253960	SALES TAX	\$1,120.54
	P058637			Annual Web filtering Support P	\$15,900.00
GLOBAL KNOWLEDGE TRAINING LLC	P058545	21906613	254185	SASAC - Implementing Core Cisc	\$2,495.00
GOVERNMENTJOBS.COM INC	P058644	INV22811	253691	Insight & PE SW License Rnwl	\$18,330.69
GROUPE SHAREGATE INC	P058741	81406	254187	Sharegate Renewal Q25392	\$3,995.00
MICROFLEX INC	P058687	00022717	253717	Taxtools Annual Processing	\$1,303.20
MSDS ONLINE INC	P058757	172617	254200	MSDS ANNUAL RENEWAL, TERM:	\$1,791.36
N HARRIS COMPUTER CORPORATION	P058747	MN00104303	254004	CAFR ANNUAL SUPPPORT	\$4,440.33
	P058686	MN00104387	253721	TAX	\$1,322.95
	P058686			FMS/ HRMS Annual Mntnc	\$102,259.83
TELE WORKS INC	P058639	9348	253743	Hosted alertworks Outbound	\$25,244.00
TRI CITIES BATTERY & AUTO REPAIR	P058733	122684	254044	12 Volt Terminal Battery	\$97.18
TYLER TECHNOLOGIES, INC	S017614	045-208690	254163	BUSINESS PROCESS CONSULTING (B	\$2,167.50
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$338.03
	P058636			Verizon Charges November 2017	\$15.06
	P058714	9798924310		Wireless Charges December 2017	\$334.94
	P058714			Wireless Charges December 2017	\$15.02
WEBQA, INC	P058688	1131-171201	253756	GovQA Annual Renewal	\$9,135.00
XIOLOGIX LLC	P058431	5544	253907	EMC UNITY STORAGE AND MAINTENA	\$156,924.34
	P058431			2X EMC BROCADE DS6505 FC SWITC	\$10,927.88
	P058431			24 10GB FIBER OM4 LC/LC MULTIM	\$551.25
	P058431			PROSUPPORT W/MISSION CRITICAL	\$492.77
	P058431			2 RACK MOUNT KITS DS-6510-B	\$830.79
	P058431			PROSUPPORT W/MISSION CRITICAL	\$1,092.79
	P058431			ONSITE INSTALLATION/PROFESSION	\$4,561.20
	P058431			FREIGHT	\$434.40
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$44.35
				PHONE CHARGES 12/08-1/07/18	\$255.09
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$42.35
				PHONE CHARGES 1/1-1/31/18	\$244.53
INFORMATION TECHNOLOGY TOTAL ****					\$503,555.21
Division:	220	HUMAN RESOURCES			
BANK OF AMERICA		TXN00036610	254100	STAPLES -MS Sculpt Comfort Wir	\$75.97
		TXN00036814		USPS-POSTAGE DRS NOTICES	\$53.20
		TXN00036891		STAPLES-TONER/PAPER/PENS/POST-	\$584.09
BIOSH		3744	253780	DOT DRUG/ALCOHOL SCREEN	\$310.00
FEDERAL EXPRESS CORP		6-034-46573	253817	SHIPPING DEC 2017	\$7.65
MOON, TAE-IM PHD		122917	253847	PSYCH EVALUATION- ALMON	\$800.00
PARKER, RACHELL		2017 MILEAGE	254158	PARKER MILEAGE 1/4 - 12/13/17	\$206.51



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PIPKINS, EMILY		2017 TUITION	253855	2017 TUITION REIMBURSEMENT	\$1,454.34
TALENT WISE INC		100300156	253882	BACKGROUND CHECKS-DECEMBER	\$10.86
TAYLOR, JEFFERY M		FALL 17 TUITION	253884	2ND 2017 TUITION REIMBURSEMENT	\$875.00
THE WESLEY GROUP	P057966	19818	253627	LABOR NEGOTATION SVCS-WESLEY G	\$4,000.00
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$38.70
	P058714	9798924310		Wireless Charges December 2017	\$38.70
XEROX CORPORATION		091834474	254164	MX4-354245 BASE/PRINTS- DEC	\$338.27
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$73.23
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$70.45
HUMAN RESOURCES TOTAL ****					\$8,936.97
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
ABADAN INC		CNIN144913	253762	XEROX 6204 MAINT 12/23-1/22/18	\$141.13
BANK OF AMERICA		TXN00036596	254100	AMAZON -Cisco expansion module	\$13.27
		TXN00036611		AMAZON -Foot Stand Kit for IP	\$34.88
		TXN00036861		SQ CHEESE LOUISE - ECON.DEV.C	\$162.08
		TXN00036914		FAIRCHILD CINEMAS - SHARED VAL	\$80.00
		TXN00036933		BOBS BURGERS - SHARED VALUES C	\$50.00
cloudPWR, LLC	P058759	1860	254219	DES MASTER CONTRACT MANAGEMENT	\$1.80
	P058759			BOX Enterprise License	\$130.32
US LINEN & UNIFORM DBA		170078	253635	STAFF SHIRTS	\$400.00
		170359		STAFF SHIRTS	\$146.56
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$84.75
	P058714	9798924310		Wireless Charges December 2017	\$78.69
XEROX CORPORATION		091834459	253905	MX4-343179 BASE/PRINTS-DEC	\$423.51
		091834461		LX5-692207 BASE/PRINTS-DEC	\$72.44
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$6.33
				PHONE CHARGES 12/08-1/07/18	\$114.26
				PHONE CHARGES 12/08-1/07/18	\$20.72
				PHONE CHARGES 12/08-1/07/18	\$20.66
				PHONE CHARGES 12/08-1/07/18	\$28.00
				PHONE CHARGES 12/08-1/07/18	\$20.35
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$26.89
				PHONE CHARGES 1/1-1/31/18	\$6.06
				PHONE CHARGES 1/1-1/31/18	\$19.89
				PHONE CHARGES 1/1-1/31/18	\$19.83
				PHONE CHARGES 1/1-1/31/18	\$19.52
				PHONE CHARGES 1/1-1/31/18	\$109.53
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$2,231.47
Division:	301	DEVELOPMENT SERVICES			
BANK OF AMERICA		TXN00036590	254100	STAPLES -LAM.PACKS, DOOR HOOKS	\$47.84



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00036595	254100	STAPLES - CUSTOM STAMP	\$26.01
		TXN00036625		STAPLES - BINDERS, INK	\$105.74
		TXN00036771		STAPLES - CLIPS, PENS	\$10.69
		TXN00036807		WEST PLANNER-PLAN ADMIN JOB PO	\$100.00
		TXN00036808		ICMA-PLAN ADMIN JOB POSTING	\$74.25
		TXN00036811		OREGONCHAPT-PLAN ADMIN JOB POS	\$75.00
		TXN00036829		IAPMO - 2018 MEMBERSHIP, J. OL	\$250.00
		TXN00036840		AMER PLANNING-PLAN ADMIN POSTI	\$295.00
		TXN00036851		MYSWIFTFIRSTAID- REPLACEMENTS	\$51.80
		TXN00036969		AMAZON - DOC. REPAIR TAPE	\$15.28
INTERNATIONAL CODE COUNCIL INC		1000844398	253576	ICC CODE BOOKS 2017	\$54.25
JENNINGS, TYLER		011818	254193	REIMB ICC INSPECTOR CERT TE	\$209.00
MID COLUMBIA ENGINEERING INC	P058331	ST009667	253589	ANISA GARCIA, CLERICAL ASSISTA	\$270.14
	P058675	ST009677	253718	ANISA GARCIA, CLERICAL ASSISTA	\$596.16
	P058675	ST009689	253999	ANISA GARCIA, CLERICAL ASSISTA	\$745.20
	P058675	ST009690	254261	ANISA GARCIA, CLERICAL ASSISTA	\$745.20
SCHLUTER, SHAUN		122717	253872	REIMB ICC CERT TESTING	\$199.00
US LINEN & UNIFORM DBA		170078	253635	STAFF SHIRTS	\$480.71
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$464.02
	P058714	9798924310		Wireless Charges December 2017	\$463.50
WATER SOLUTIONS INC		17564	254051	3 WTR MACHINES -DECEMBER 2017	\$39.63
				3 WTR MACHINES -DECEMBER 2017	\$16.29
DEVELOPMENT SERVICES TOTAL ****					\$5,334.71
Division:	302	REDEVELOPMENT			
BANK OF AMERICA		TXN00036966	254100	AMERICAN PLANNING A - EXAM APP	\$70.00
SHANNON & WILSON INC		8382	253875	GROUNDWATER MONITORING-SHOPS	\$2,274.48
REDEVELOPMENT TOTAL ****					\$2,344.48
Division:	303	LIBRARY			
ABBY O'NEILL		010218	253645	REF SUPERVISOR INTERVIEW	\$1,316.61
BANK OF AMERICA		TXN00036518	254100	AMAZON MKTPLACE PMTS - Purchas	\$34.73
		TXN00036523		INGRAM BOOKS	\$27.08
		TXN00036543		INGRAM BOOKS	\$61.84
		TXN00036554		INGRAM BOOKS	\$18.22
		TXN00036555		INGRAM BOOKS	\$286.80
		TXN00036562		THE HOME DEPOT #4746 - Purchas	\$47.62
		TXN00036598		INGRAM BOOKS	\$161.56
		TXN00036602		INGRAM BOOKS	\$165.80
		TXN00036619		INGRAM BOOKS	\$185.92
		TXN00036627		INGRAM BOOKS	\$185.43
		TXN00036659		INGRAM BOOKS	\$13.02



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00036665	254100	INGRAM BOOKS	\$293.40
		TXN00036666		INGRAM BOOKS	\$47.32
		TXN00036667		INGRAM BOOKS	\$48.80
		TXN00036681		INGRAM BOOKS	\$1,115.81
		TXN00036711		INGRAM BOOKS	\$27.74
		TXN00036720		INGRAM BOOKS	\$186.09
		TXN00036725		INGRAM BOOKS	\$1,257.81
		TXN00036727		BLACKSTONE AUDIO	\$401.25
		TXN00036746		INGRAM BOOKS	\$31.86
		TXN00036751		GALE LARGE PRINT	\$501.60
		TXN00036759		OVERDRIVE DIGITAL	\$112.50
		TXN00036766		MIDWEST DVD	\$856.15
		TXN00036776		RECORDED BOOKS	\$236.87
		TXN00036783		MIDWEST HOOPLA	\$2,076.56
		TXN00036786		INGRAM BOOKS	\$1,533.76
		TXN00036787		INGRAM BOOKS	\$272.81
		TXN00036849		INGRAM BOOKS	\$32.25
		TXN00036866		STAPLES - Purchase	\$220.45
		TXN00036870		INGRAM BOOKS	\$214.15
		TXN00036888		INGRAM BOOKS	\$207.83
		TXN00036900		RITE AID STORE - 5319 - Purcha	\$11.94
		TXN00036916		AMAZON MKTPLACE PMTS - Purchas	\$119.99
		TXN00036917		HAYNEEDLE - Purchase	\$148.77
		TXN00036918		INGRAM BOOKS	\$111.94
		TXN00036920		ANTHONY'S AT COLUMBIA PT - Pur	\$345.08
		TXN00036921		STAPLES - Purchase	\$72.71
		TXN00036923		AMAZON.COM AMZN.COM/BILL - Pur	\$108.42
		TXN00036927		AMAZON MKTPLACE PMTS - Purchas	\$103.64
		TXN00036932		RPS PASCO TRICITIES AP - Purch	\$2.00
		TXN00036937		TAVERNA TAGARIS RESTAURAN - Pu	\$369.07
		TXN00036938		BESTBUYCOM805522235725 - Purch	\$17.33
		TXN00036939		AMAZON.COM AMZN.COM/BILL - Pur	\$43.43
		TXN00036945		GALE LARGE PRINT	\$410.40
		TXN00036950		INGRAM BOOKS	\$25.14
		TXN00036951		LU LU CRAFT BAR & KI - Purchas	\$320.37
		TXN00036954		INGRAM BOOKS	\$69.54
		TXN00036958		INGRAM BOOKS	\$29.06
		TXN00036961		HOMEWOOD SUITES RICHLAND - Pur	\$216.36
		TXN00036962		INGRAM BOOKS	\$59.39
		TXN00036965		BESTBUYCOM805522235725 - Purch	\$26.02
		TXN00036968		SMK SURVEYMONKEY - Purchase	\$35.00



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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00036974	254100	INGRAM BOOKS	\$82.05
		TXN00036979		OVERDRIVE DIGITAL	\$3,502.15
		TXN00036980		OVERDRIVE DIGITAL	\$5,096.05
		TXN00036983		BLACKSTONE AUDIO	\$799.50
BRODART INC		487125	253528	CD OWNERSHIP LABELS	\$330.36
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$3,281.06
EBSCO		1000070231-1	253683	NOVELIST	\$6,550.00
		1000070262-1	253952	DATABASES-2018	\$6,251.00
ENVISION WARE INC		INV-US-34613	254240	CREDIT CARD SOFTWARE	\$977.40
	P058142	US-41952		NEW AUTOMATED MATERIAL HANDLER	\$91,891.89
	P058142			FREIGHT	\$3,654.40
FRONTIER	S017748	01/18 5099433152	254182	FRONTIER COMMUNICATIONS MONTHL	\$379.99
INFOGROUP		10003275016	253831	DATABASES	\$1,877.70
JANDI ENTERPRISES INC		1366	253579	2017 ANNUAL RENEWAL	\$660.00
		1486	253698	2018 ANNUAL RENEWAL	\$660.00
JUNIORS PAINTING		JUN#1645	253581	WALL PAINTING-955 NORTHGATE	\$630.00
LIBRARY IDEAS LLC		54305	253710	FREEGAL MUSIC SUBSCRIPTION	\$13,520.00
OCLC INC		0000560430	253594	CATALOGING SRVCS - SEPTEMBER	\$1,034.70
		0000571412		CATALOGING SRVCS - NOVEMBER	\$1,059.92
PACIFIC OFFICE AUTOMATION		145694	254157	RICOH PRINTER	\$141.31
PROQUEST LLC		70487888	254012	ANCESTRY DATABASE RENEWAL	\$2,440.00
RECORDED BOOKS LLC		75701692	253731	SUBSCRIPTION 01/01/18-12/31/18	\$9,973.31
		75701694		SUBSCRIPTION 01/01/18-12/31/18	\$3,740.00
SECRETARY OF STATE		00008352	253734	2018 WDLG CONTRACT #IG-12/160	\$14,679.00
STACY MEIER		122217	253880	INTERVIEW REIMBURSEMENT	\$1,650.56
TRAVELERS		6769F7144/2018	253748	LIBRARY ART INSURANCE POLICY	\$1,557.00
VALUE LINE PUBLISHING INC		KF-194560-181	253751	VALUE LINE RESRCH RENEWAL-2018	\$4,975.00
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$72.65
	P058714	9798924310		Wireless Charges December 2017	\$72.67
XEROX CORPORATION		091834483	253905	LX5-692917 BASE/PRINTS-DEC	\$330.53
		091834484		LX5-692943 BASE/PRINTS-DEC	\$147.57
		091834490	253760	7HB-469027 BASE ONLY-JAN	\$10.86
		091881763	253905	LX5-692939 BASE/PRINTS-DEC	\$168.42
		091881764		LX5-692946 BASE/PRINTS-DEC	\$340.45
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$154.13
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$147.46
LIBRARY TOTAL ****					\$197,664.33
Division:	330	PARKS & RECREATION ADMIN			
BANK OF AMERICA		TXN00036848	254100	FRED-MEYER #0286 - Cake	\$13.74
		TXN00036857		SQ STONE SOUP - lunch for Int	\$99.60
		TXN00036878		SQ PORTER'S REAL B - Staff lu	\$134.84



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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00036982	254100	AMERICAN PLANNING A - Joe's Me	\$735.00
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$956.93
	P058714	9798924310		Wireless Charges December 2017	\$933.03
PARKS & RECREATION ADMIN TOTAL ****					\$2,873.14
Division:	331	PARKS & REC - RECREATION			
AMERICAN SOCIETY OF COMPOSERS & AUTHORS & BANK OF AMERICA		500579374/2018	253650	2018 ASCAP LICENSE FEE	\$348.00
		TXN00036519	254100	BEST BUY 00005900 - WINT	\$8.68
		TXN00036520		THE HOME DEPOT #4746 - WINTER	\$54.59
		TXN00036522		WAL-MART #3261 - AIR HORN FOR	\$8.29
		TXN00036524		WAL-MART #3261 - WW decoration	\$67.81
		TXN00036529		WM SUPERCENTER #3261 - WINTER	\$43.31
		TXN00036533		GRIGGS ACE RICHLAND - WW SUPPL	\$28.58
		TXN00036537		STAPLES - Computer	\$198.66
		TXN00036540		BEST BUY 00005900 - Jack	\$24.95
		TXN00036541		WAL-MART #3261 - WINTER WONDER	\$31.91
		TXN00036557		NEWEGG-Thermal Paper Printer	\$310.99
		TXN00036567		WM SUPERCENTER #3261 - WW deco	\$120.11
		TXN00036575		THE HOME DEPOT #4746 - WW LUMB	\$143.35
		TXN00036621		TED BROWN MUSIC RICHLAND -WINT	\$89.43
		TXN00036630		COSTCO WHSE #0486 -WINTER WOND	\$32.42
		TXN00036633		THE HOME DEPOT #4746 - WW SUPP	\$4.30
		TXN00036654		RED DOOR PARTY RENTALS - WW Re	\$165.07
		TXN00036662		THE HOME DEPOT #4746 - WINTER	\$25.22
		TXN00036669		THE HOME DEPOT #4746 -WW SUPPL	\$6.48
		TXN00036673		SIGNSIMPLE-Monthly subscriptio	\$16.00
		TXN00036675		COLUMBIA FITNESS - Mats for Fi	\$313.85
		TXN00036713		THE HOME DEPOT #4746 - WINTER	\$59.73
		TXN00036714		COLUMBIA GRAIN & FEED - GENERA	\$933.96
		TXN00036721		WAL-MART #3261 -CHRISTMAS SUPP	(\$102.26)
		TXN00036736		SQ CAMERAZZI PHOTO BOOTH - Tr	\$167.00
		TXN00036743		OPEN AIR CINEMA LLC - Replacem	\$2,085.49
		TXN00036764		EWING IRRIGATION PRD 181 - WIN	\$1,156.13
		TXN00036798		BOXWOOD TECH-REC MGR ADVERT	\$320.00
		TXN00036801		WRPA-REC MGR ADVERTISING	\$50.00
		TXN00036820		AZTEC CONTAINERS/40' STEEL CON	\$4,995.60
		TXN00036825		CROWDCONTROLSTORE - HAPO STAGE	\$2,305.15
		TXN00036828		SCHOOL OUTFITTERS - Preschool	\$664.93
		TXN00036837		THE HOME DEPOT #4746 - WINTER	\$155.99
		TXN00036873		TARGET 00023143 - Fitne	\$93.35
		TXN00036885		OFFICE DEPOT #2766 - Boxes	\$42.33



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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00036906	254100	FREDS APPLIANCE KENNEWICK - RC	\$1,085.99
		TXN00036924		BRUTZMANS OFFICE SOLUTION - RC	\$2,940.35
		TXN00036953		EWING IRRIGATION PRD 181 - WIN	\$487.18
		TXN00036957		EWING IRRIGATION PRD 181 - WIN	\$404.26
BROADCAST MUSIC INC		31048313	254229	BMI LICENSE-1/1-12/31/18	\$349.00
CAMARENA LATIN RHYTHMS		DECEMBER 2017	253787	SALSA INSTRUCTOR-DECEMBER	\$322.19
COLUMBIA FITNESS	P058597	9066	253543	Fitness equipment for workout	\$11,353.04
ELIZABETH E TROST		DECEMBER 2017	253554	DECEMBER CLASS 6499	\$107.28
		NOVEMBER 2017		NOVEMBER CLASS 6498	\$384.30
FRONTIER	S017724	01/18 2061882614	253689	FRONTIER COMMUNICATIONS MONTHL	\$194.13
HEALTHY FEET LLC		DECEMBER 2017	253568	FOOT CARE CLASSES-DECEMBER	\$579.60
MASON, PATTI L			253587	FITNESS CLASSES-DECEMBER	\$235.88
MILESTONES ATHLETIC SUPPLY INC		86689	254000	WHISTLES/BSKTBALLS/ICE PACKS	\$443.09
PROVIDENCE FARMS		335750	253859	PUMPKINS FOR FALL CARNIVAL	\$1,620.00
RICHLAND ACE HARDWARE		60186	254205	FIRST AID KIT	\$18.45
SESAC INC		10142004	253735	MUSIC LICENSE 1/1-12/31/18	\$833.00
SUSAN KATHLEEN VITULLI		11/2017	254276	PAINTING CLASS #6466	\$337.50
		12/2017		PAINTING CLASS #6468	\$540.00
TALENT WISE INC		100300156	253882	BACKGROUND CHECKS-DECEMBER	\$390.00
TEAM SIDELINE.COM		TS-INV-5127	253741	2018 TEAM SIDELINE MEMBERSHIP	\$898.00
TREASURE VALLEY COFFEE CO		100880	254212	RCC COFFEE DELIVERY	\$172.00
XEROX CORPORATION		091499740	253643	MX4-322135 BASE/PRINTS- NOV	\$231.35
				MX4-322135 BASE/PRINTS- NOV	\$78.87
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$98.21
				PHONE CHARGES 12/08-1/07/18	\$38.00
				PHONE CHARGES 12/08-1/07/18	\$6.33
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$94.04
				PHONE CHARGES 1/1-1/31/18	\$6.06
				PHONE CHARGES 1/1-1/31/18	\$36.33
PARKS & REC - RECREATION TOTAL ****					\$39,253.83
Division:	335	PARKS & REC - PARKS&FACILITIES			
ARAMARK UNIFORM SERVICES INC		12/17-934962000	253768	LINEN CHARGE FOR DECEMBER 2017	\$462.20
BANK OF AMERICA		TXN00036587	254100	SILVER CLOUD HOTEL 15 - S.MOOR	\$819.12
		TXN00036613		ULINE SHIP SUPPLIES - WOOD C	\$534.62
		TXN00036620		LOWES #02344 - SMALL TOOLS	\$924.90
		TXN00036629		AmazonPrime Membership - FACIL	\$11.94
		TXN00036634		AMAZON MKTPLACE PMTS -BOOKS FO	\$128.48
		TXN00036639		THE HOME DEPOT #4746 - TRAILER	\$220.75
		TXN00036641		GRIGGS ACE RICHLAND - CHAIN LI	\$45.55
		TXN00036648		THE HOME DEPOT #4746 - RUCK SU	\$8.98
		TXN00036658		CPO COMMERCE, LLC - SMALL TOOL	\$2,423.37



City Of Richland

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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00036661	254100	ACE HDWE - STEPTOE CLEANUP	\$9.76
		TXN00036693		THE HOME DEPOT #4746 - CARP SH	\$323.63
		TXN00036707		HOMEDEPOT.COM - TOOL BOX FOR T	\$126.67
		TXN00036708		HOMEDEPOT.COM - NEW TOOLS CARP	\$325.79
		TXN00036719		NOR NORTHERN TOOL - HOT WATER	\$4,549.99
		TXN00036733		AMAZON MKTPLACE PMTS - TONER F	\$127.85
		TXN00036741		GRIGGS ACE RICHLAND - HOWARD A	\$12.14
		TXN00036775		THE HOME DEPOT #4746 -HVAC SUP	\$237.42
		TXN00036780		STAPLES - TONER FOR PRINTER	\$97.73
		TXN00036792		GRIGGS ACE RICHLAND - MOUSE TR	\$5.19
		TXN00036794		LOWES #02344 - TOOLS FOR COLUM	\$118.37
		TXN00036821		MILNE NAIL, POWER TOOL & - HVA	\$121.90
		TXN00036822		PASCO A-PTS 0027915 - FS 74 HV	\$221.53
		TXN00036859		FRED-MEYER #0286 - OFFICE SUPP	\$48.85
		TXN00036871		GRIGGS ACE RICHLAND - TOOLS FO	\$13.66
		TXN00036875		C&C SMART FOOD52305752 - YEAR	\$140.03
		TXN00036879		WAL-MART #3261 - SHOPS LUNCHRO	\$64.02
		TXN00036882		THE HOME DEPOT #4746 - RCC REM	\$131.37
		TXN00036883		AMAZON MKTPLACE PMTS - MOUSE T	\$42.00
		TXN00036915		THE HOME DEPOT #4746 - RCC REM	\$52.73
		TXN00036919		THE HOME DEPOT #4746 - RCC REM	\$323.63
		TXN00036936		OFFICE DEPOT #962 - OFFICE SUP	\$151.62
		TXN00036940		THE HOME DEPOT #4746 -RCC REMO	\$161.81
		TXN00036975		HERTZ EQUIPMENT - Rental	\$228.06
BEAVER BARK & ROCK		846496	253519	CONCRETE	\$306.23
CASCADE RECREATION INC	S017659	7953	253530	FREIGHT	\$24.98
	S017659			RAIL ONLY, MIRACLE ITEM #98251	\$165.07
	S017659			HARDWARE, MIRACLE ITEM #HW9822	\$17.14
	S017659			CASTING, MIRACLE, ITEM #982461	\$33.67
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$90.51
				CITY UTILITY BILLS/DEC 2017	\$813.57
				CITY UTILITY BILLS/DEC 2017	\$849.79
				CITY UTILITY BILLS/DEC 2017	\$867.22
				CITY UTILITY BILLS/DEC 2017	\$29.41
				CITY UTILITY BILLS/DEC 2017	\$739.80
				CITY UTILITY BILLS/DEC 2017	\$90.74
				CITY UTILITY BILLS/DEC 2017	\$898.89
				CITY UTILITY BILLS/DEC 2017	\$85.53
				CITY UTILITY BILLS/DEC 2017	\$81.81
				CITY UTILITY BILLS/DEC 2017	\$906.80
				CITY UTILITY BILLS/DEC 2017	\$2,718.03



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$95.00
				CITY UTILITY BILLS/DEC 2017	\$529.15
				CITY UTILITY BILLS/DEC 2017	\$163.75
				CITY UTILITY BILLS/DEC 2017	\$163.44
				CITY UTILITY BILLS/DEC 2017	\$156.66
				CITY UTILITY BILLS/DEC 2017	\$153.56
				CITY UTILITY BILLS/DEC 2017	\$135.18
				CITY UTILITY BILLS/DEC 2017	\$73.31
				CITY UTILITY BILLS/DEC 2017	\$120.18
				CITY UTILITY BILLS/DEC 2017	\$96.15
				CITY UTILITY BILLS/DEC 2017	\$587.80
				CITY UTILITY BILLS/DEC 2017	\$120.13
				CITY UTILITY BILLS/DEC 2017	\$622.53
				CITY UTILITY BILLS/DEC 2017	\$951.87
				CITY UTILITY BILLS/DEC 2017	\$200.83
				CITY UTILITY BILLS/DEC 2017	\$114.11
				CITY UTILITY BILLS/DEC 2017	\$111.17
				CITY UTILITY BILLS/DEC 2017	\$109.84
				CITY UTILITY BILLS/DEC 2017	\$175.21
				CITY UTILITY BILLS/DEC 2017	\$98.60
				CITY UTILITY BILLS/DEC 2017	\$192.75
				CITY UTILITY BILLS/DEC 2017	\$44.13
				CITY UTILITY BILLS/DEC 2017	\$34.10
				CITY UTILITY BILLS/DEC 2017	\$1,193.37
				CITY UTILITY BILLS/DEC 2017	\$1,182.05
				CITY UTILITY BILLS/DEC 2017	\$34.81
				CITY UTILITY BILLS/DEC 2017	\$37.13
				CITY UTILITY BILLS/DEC 2017	\$39.30
				CITY UTILITY BILLS/DEC 2017	\$1,115.53
				CITY UTILITY BILLS/DEC 2017	\$40.33
				CITY UTILITY BILLS/DEC 2017	\$1,083.44
				CITY UTILITY BILLS/DEC 2017	\$0.52
				CITY UTILITY BILLS/DEC 2017	\$43.48
				CITY UTILITY BILLS/DEC 2017	\$29.82
				CITY UTILITY BILLS/DEC 2017	\$44.42
				CITY UTILITY BILLS/DEC 2017	\$44.96
				CITY UTILITY BILLS/DEC 2017	\$48.03
				CITY UTILITY BILLS/DEC 2017	\$50.00
				CITY UTILITY BILLS/DEC 2017	\$50.71
				CITY UTILITY BILLS/DEC 2017	\$1,051.44
				CITY UTILITY BILLS/DEC 2017	\$54.21



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$54.95
				CITY UTILITY BILLS/DEC 2017	\$58.93
				CITY UTILITY BILLS/DEC 2017	\$66.49
				CITY UTILITY BILLS/DEC 2017	\$41.24
				CITY UTILITY BILLS/DEC 2017	\$25.42
				CITY UTILITY BILLS/DEC 2017	(\$167.75)
				CITY UTILITY BILLS/DEC 2017	\$7.87
				CITY UTILITY BILLS/DEC 2017	\$136.48
				CITY UTILITY BILLS/DEC 2017	\$10.29
				CITY UTILITY BILLS/DEC 2017	\$11.48
				CITY UTILITY BILLS/DEC 2017	\$17.16
				CITY UTILITY BILLS/DEC 2017	\$17.19
				CITY UTILITY BILLS/DEC 2017	\$19.60
				CITY UTILITY BILLS/DEC 2017	\$20.98
				CITY UTILITY BILLS/DEC 2017	\$76.49
				CITY UTILITY BILLS/DEC 2017	\$33.46
				CITY UTILITY BILLS/DEC 2017	\$25.36
				CITY UTILITY BILLS/DEC 2017	\$31.01
				CITY UTILITY BILLS/DEC 2017	\$25.76
				CITY UTILITY BILLS/DEC 2017	\$26.23
				CITY UTILITY BILLS/DEC 2017	\$27.10
				CITY UTILITY BILLS/DEC 2017	\$29.24
				CITY UTILITY BILLS/DEC 2017	\$1,391.58
				CITY UTILITY BILLS/DEC 2017	\$75.45
				CITY UTILITY BILLS/DEC 2017	\$29.80
				CITY UTILITY BILLS/DEC 2017	\$1,014.50
				CITY UTILITY BILLS/DEC 2017	\$1,323.74
				CITY UTILITY BILLS/DEC 2017	\$1,665.02
				CITY UTILITY BILLS/DEC 2017	\$21.86
				CITY UTILITY BILLS/DEC 2017	\$218.25
				CITY UTILITY BILLS/DEC 2017	\$232.75
				CITY UTILITY BILLS/DEC 2017	\$352.30
				CITY UTILITY BILLS/DEC 2017	\$231.30
				CITY UTILITY BILLS/DEC 2017	\$313.09
				CITY UTILITY BILLS/DEC 2017	\$297.09
				CITY UTILITY BILLS/DEC 2017	\$343.05
				CITY UTILITY BILLS/DEC 2017	\$319.04
				CITY UTILITY BILLS/DEC 2017	\$235.73
				CITY UTILITY BILLS/DEC 2017	\$410.33
				CITY UTILITY BILLS/DEC 2017	\$376.57
				CITY UTILITY BILLS/DEC 2017	\$205.69



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$264.21
				CITY UTILITY BILLS/DEC 2017	\$428.25
				CITY UTILITY BILLS/DEC 2017	\$502.11
				CITY UTILITY BILLS/DEC 2017	\$211.70
				CITY UTILITY BILLS/DEC 2017	\$207.78
				CITY UTILITY BILLS/DEC 2017	\$122.12
				CITY UTILITY BILLS/DEC 2017	\$206.85
				CITY UTILITY BILLS/DEC 2017	\$256.39
		12/2017-24	253795	#24 LANDFILL FEES	\$735.03
		17-512 MOORE	254173	17-512 PPCL PROGRAMMING II	\$296.00
COMPLETE CLEANING SYSTEMS		75251	253802	MACHINE SCRUB WAREHOUSE	\$175.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-586129	253676	BALLASTS	\$263.90
		3627-586184	253805	30W LAMP	\$278.10
FASTENAL COMPANY		WARIC72237	253688	NYLOCK RECEPTACLES	\$19.72
FRONTIER	S017724	01/18 2061882614	253689	FRONTIER COMMUNICATIONS MONTHL	\$1,112.86
	S017724			FRONTIER COMMUNICATIONS MONTHL	\$32.33
GRAINGER		9649008134	253564	BLOWER/OUTLET GUARD	\$1,003.79
		9649042620		UTILITY CART/PADLOCK	\$239.72
		9649042638		EVACUATION/RECOVERY TOOL	\$36.72
		9649779676		MOTOR & GRG PEDESTAL	\$373.91
	S017743	9658036539	253966	MOTOR BASE ITEM #22FW42	\$304.48
	S017743	9664671410		MOTOR BASE ITEM #22FW42	(\$304.48)
GTP INVESTMENTS LLC	P058743	404745305	254188	BADGER MTN LEASE FOR CITYYY CEL	\$22.26
	P058743	404745306		BADGER MTN LEASE FOR CITYYY CEL	\$312.50
JUNIORS PAINTING	P058126	JUN#1616	253704	PAINT INTERIOR OF COMMUNITY	\$11,371.02
MILLER PAINT COMPANY INC		30557015	253590	PAINT SUPPLIES FOR REMODEL	\$125.00
NORTHWEST PLAYGROUND EQUIPMENT INC	P058417	41968/42111	254155	DISCOUNT	(\$4,275.06)
	P058417			FREIGHT	\$3,393.75
	P058417			STURGEON ART SCULPTURE	\$18,001.28
OXARC INC		30126077	253597	CO2	\$113.49
		60057322	253851	CYLINDER RENTAL-DECEMBER	\$143.81
		60057325		CYLINDER RENTAL-DECEMBER	\$89.11
RICHLAND ACE HARDWARE		214370	253610	MASKING TAPE/SPRAYPAINT	\$21.69
		214819	253732	DISHWASHER CONNECTORS	\$9.96
		214821		DISHWASHER CONNECTOR	\$3.79
		214851	254205	MR CLEAN ERASER	\$7.41
		59273	253866	ANTI-FREEZE	\$32.47
		59752		PVC PLUGS/CAPS/BUSHINGS/TAPE	\$39.92
		59915		MOUNTING TAPE	\$10.85
		59990	254205	ADD-A-TEE 3/8" X 1/4"	\$9.76
		60007		WORKING HANDS/GLOVES	\$23.75



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		60040	254205	PRUNER	\$29.31
		60042		HOOK LADDER SCREW	\$5.18
		60051		GLOVES/PVC RAINCOAT	\$39.06
		60115		PAINTBRUSH/RAZOR BLADES	\$40.80
		60116		MOWER START CORD	\$4.33
SIEMENS INDUSTRY INC		5444825453	253876	PPCL PRGM TRAINING - MOORE	\$1,695.00
		5444833596		HEAT PUMP CONTROLLER	\$3,258.90
STEEBER'S LOCK SERVICE		960704	253621	CAM LOCKS RCC PAPER TOWELS	\$66.79
STONEMAN ELECTRIC SUPPLY		S102270328.001	254207	ELECTRIC BALLAST	\$28.66
T TAP CONSTRUCTION SERVICES	S017732	1945	254037	RE-LAY CITY LATERAL TO BALL FI	\$12,924.49
TACOMA SCREW PRODUCTS INC		22198037	253739	STEEL SLOTTED STRUTS PRE-GALV	\$69.04
		22198038	253881	PIPE NIPPLE/BUSHING/ADAPTER	\$31.89
THE DRAIN SURGEON		38046	253886	SNAKE URINALS - RCC	\$157.47
THE SHERWIN WILLIAMS CO		2552-2	253626	WHITE PAINT FOR REMODEL	\$229.91
		7678-9	253744	PAINT FOR BADGER RR VANDALISM	\$293.60
WILBUR ELLIS COMPANY	S017737	11466601	254059	PLATEAU 2-1 GAL	\$1,588.76
	S017737			MILESTONE 2-2.5 GAL	\$967.82
	S017737			GALLERY SC 16-1 QT	\$657.51
	S017737	11470564		ESPLANADE 200 2-2.5 GAL	\$3,044.60
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$99.59
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$95.42
PARKS & REC - PARKS&FACILITIES TOTAL****					\$104,331.35
Division:	338	PARKS & REC - PROJECT ADMIN			
BANK OF AMERICA		TXN00036791	254100	SUNWEST SPORTSWEAR - PARK RANG	\$116.25
PARKS & REC - PROJECT ADMIN TOTAL****					\$116.25
Division:	900	NON-DEPARTMENTAL			
ARBAUGH & ASSOCIATES INC		1644	253769	ARBAUGH CONTRACT FEES-DEC 17	\$1,511.90
BANK OF AMERICA		TXN00036527	254100	FACEBK RICHLAND RDTRIP	\$6.99
		TXN00036624		OFFICE DEPOT-OFC-CHR-JA	\$259.76
		TXN00036755		Amazon.com - CHAIRS FOR CREW R	\$2,953.75
		TXN00036779		STAPLES-CHAIR-REYNOLDS ASD	\$325.79
KCMB LLC		27D0015499	253836	KCMB-104.7FM TOURISM-DECEMBER	\$299.00
		27N0015499		KCMB-104.7FM TOURISM-NOVEMBER	\$299.00
KWRL LLC		17D0015500	253838	KWRL-99.9FM TOURISM-DECEMBER	\$299.00
		17N0015500		KWRL-99.9FM TOURISM-NOVEMBER	\$299.00
STATE AUDITOR'S OFFICE		L123312	254161	AUDIT SERVICES-DECEMBER 2017	\$3,310.37
UPTOWN BUSINESS IMPROVEMENT DISTRICT		BLRF2017-009(4)	254285	BLRF2017-009, FOURTH INVOICE	\$2,580.62
NON-DEPARTMENTAL TOTAL****					\$12,145.18
GENERAL FUND Total ***					\$1,475,295.15



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 101 CITY STREETS					
Division: 401 STREETS MAINTENANCE					
3M	S017725	TP11582	254165	VINYL FOR SIGNS, BLACK 7725-12	\$244.35
	S017725			TRANSPARENT FILM, BLACK 1178C	\$495.22
	S017725			TRANSPARENT FILM, BLACK 1178C	\$742.82
BANK OF AMERICA		TXN00036546	254100	GREEN PRO SOLUTIONS - ASPHALT	\$389.55
		TXN00036593		COSTCO COM - PHONE CHARGERS	\$104.21
		TXN00036603		TRU TRAFFIC SOFTWARE LLC - lic	\$1,145.00
		TXN00036635		CHEVRON 0097942 - PROPANE	\$15.27
		TXN00036645		IMSA - ANNUAL DUES-MA, JB, CB,	\$510.00
		TXN00036652		WESTERN SYSTEMS INC -virtual c	\$2,624.64
		TXN00036685		HOME DEPOT - PLYWOOD	\$226.63
		TXN00036826		WALMART - CHARGING STATION	\$22.98
BENTON PUD		1/18-39091002	253776	WYE LIGHTS-BADGER REPEATER	\$63.58
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$87.54
				CITY UTILITY BILLS/DEC 2017	\$1,025.41
COLUMBIA ELECTRIC SUPPLY		5858-401274	253675	105-305V CONTROL	\$65.42
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-586628	253676	8' LED STRIP	\$133.58
ECONOLITE CONTROL PRODUCTS INC	P058585	140058	253553	CONTROLLER, Cobalt TS1/TS2-T2	\$28,887.60
	P058551	140285		SOFTWARE MAINTENANCE, Econolit	\$14,549.00
ENVIROTECH SERVICES INC	S017703	CD201803587	253556	TONS OF DEICER AT 2700 DUPORTA	\$6,414.49
	S017719	CD201805215	254179	CALCIUM CHLORIDE W/BOOST 32.07	\$6,770.56
FRONTIER	S017724	01/18 2061882614	253689	FRONTIER COMMUNICATIONS MONTHL	\$32.33
	S017724			FRONTIER COMMUNICATIONS MONTHL	\$56.81
GTP INVESTMENTS LLC	P058743	404745305	254188	BADGER MTN LEASE FOR CITYY CEL	\$14.24
	P058743	404745306		BADGER MTN LEASE FOR CITYY CEL	\$200.00
METROPOLITAN TRANSPORTATION COMMISSION	P058640	4926-AR10645	253716	STREETSAVER ANNUAL SUBSCRIPTIO	\$2,500.00
MILNE NAIL, POWER TOOL & REPAIR		156254	253720	KEYLESS CHUCK	\$42.13
RICHLAND ACE HARDWARE		59963	253732	POST HOLE DIGGER	\$36.37
TACOMA SCREW PRODUCTS INC		22198466	253739	NYLON LOCK NUTS/WASHERS	\$15.30
TOTAL COLLISION AND INJURY CARE LLC		1201	253889	DOT PHYSICALS	\$100.00
TOTEM PACIFIC CORP	S017716	71148	254283	35.68 TONS OF SALT	\$3,011.53
	S017716	71154		35.46 TONS OF SALT	\$2,992.96
	S017716	71157		35.70 TONS OF SALT	\$3,013.22
	S017716	71159		35.94 TONS OF SALT	\$3,033.48
	S017716	71162		35.21 TONS OF SALT	\$2,971.86
	S017716	71163		35.98 TONS OF SALT	\$3,036.86
TRAFFIC SAFETY SUPPLY CO INC	S017680	137085	254043	PART #15806112	\$1,091.43
	S017680			FREIGHT CHARGE	\$222.01
	S017680			PART #15100496	\$1,531.26



City Of Richland

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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$280.25
	P058714	9798924310		Wireless Charges December 2017	\$280.99
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$25.33
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$24.22
STREETS MAINTENANCE TOTAL ****					\$89,030.43
CITY STREETS Total ***					\$89,030.43
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	000				
SHADOW MOUNTAIN INDUSTRIAL PROPERTIES		2017 REFUND	254274	SCHAEFFER ST CNST-REFUND	\$78,000.00
UNASSIGNED TOTAL ****					\$78,000.00
Division:	305	ECONOMIC DEVELOPMENT			
ARBAUGH & ASSOCIATES INC		1644	253769	ARBAUGH CONTRACT FEES-DEC 17	\$154.28
BANK OF AMERICA		TXN00036558	254100	FAT OLIVES - P.O.K. MTG, Z.RAT	\$33.07
		TXN00036585		COSTCO - STAFF APPAREL	\$65.15
		TXN00036684		LU LU CRAFT BAR - DEV. MTG, Z.	\$68.31
		TXN00036784		STAPLES - COAT RACK	\$14.32
BEN FRANKLIN TRANSIT		2050350	253772	VAN RENTAL - RAIL TOUR	\$32.48
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$234.87
DEPARTMENT OF COMMERCE		CERB-1038	253680	CERB LOAN C2003-148 FERGUSON	\$51,437.60
				CERB LOAN C2003-148 FERGUSON	\$4,818.95
RGW ENTERPRISES PC	P057815	10/17-LRF ENG/DRF	253864	AMENDMENT #1 ENGINEERING AND	\$1,950.00
	P057815	12/17-ENG/DRFT HR		AMENDMENT #1 ENGINEERING AND	\$4,405.00
	P057815	12/17-LRF ENG/DRF		AMENDMENT #1 ENGINEERING AND	\$700.00
	P057809	12/17-PM HOURS		2017 PROJECT MANAGEMENT SERVIC	\$1,855.00
ECONOMIC DEVELOPMENT TOTAL ****					\$65,769.03
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$80.40
PERMIT SURVEYING INC		17019-2.INV-	253602	DRAFT EXHIBIT-PREF FREEZER	\$900.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$980.40
INDUSTRIAL DEVELOPMENT FUND Total ***					\$144,749.43
FUND 117	CRIMINAL JUSTICE SALES TAX				
Division:	131	CJST POLICE ACTIVITY			
ADVENTOS LLC		3447A	253912	PRO-RTD SMARTFORCE LICENSE FEE	\$696.13
BANK OF AMERICA		TXN00036525	254100	OFFICE DEPOT #2766 - ADAPTER	\$19.54
		TXN00036545		OFFICE DEPOT #962 - ADAPTER	\$19.54
		TXN00036565		AmazonPrime Membership	\$11.94
		TXN00036579		MAGNETICMIC.COM - MIC BULK PAC	\$300.00



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00036580	254100	PALACE HOTEL F/D - Credit DEPO	(\$79.37)
		TXN00036581		TASER INTERNATIONAL - MAG FOR	\$51.26
		TXN00036584		PALACE HOTEL F/D - Credit DEPO	(\$79.37)
		TXN00036853		DRI TECHSMITH - SNAG IT SOFTWA	\$322.40
		TXN00036854		PASSMARK.COM - OS FORENCISCS 3	\$995.00
		TXN00036856		MICROSOFT/OFFICE SOFTWARE	\$108.59
		TXN00036863		INTERNATIONAL TRANSACTION - PA	\$7.96
		TXN00036864		INTERNATIONAL TRANSACTION - PA	\$3.56
		TXN00036865		PASSMARK.COM - OS FORENSICS UP	\$445.00
		TXN00036889		COSTCO WHSE #0486 - LAPTOPS	\$3,257.97
		TXN00036897		MICROSOFT - OFFICE 365 HOME	\$108.59
		TXN00036902		COSTCO WHSE #0486 - CANNON CAM	\$488.69
		TXN00036908		MICROSOFT - WINDOWS PRO10	\$217.19
		TXN00036931		IACIS - CERTIFIED COMPUTER FOR	\$750.00
		TXN00036948		AMAZON/NAS HARD DISK/SSD STORE	\$553.17
				AMAZON/NAS HARD DISK/SSD STORE	\$48.61
				AMAZON/NAS HARD DISK/SSD STORE	\$470.00
		TXN00036960		PCMG800-6255468 - AOO LICS ACR	\$1,024.90
		TXN00036964		AMAZON/USB DRIVES/CABLES	\$889.25
		TXN00036977		AmazonPrime/CREDIT	(\$11.94)
CITY OF RICHLAND		17-425 FLORENCE	254141	17-425 USE OF FORCE TRAINING	\$706.88
COBB, MICHAEL		17-520 COBB	253541	17-520 BLEA GRAD FOR FANCHE	\$18.00
EAGLE PRINTING & GRAPHIC DESIGN INC		47231	253812	NAME PATCHES/POLOS/JACKET	\$80.91
FANCHER, CAMERON		17-528 FANCHER	253558	17-528 ACCESS LEVEL 2 CERT	\$34.00
		17-531 FANCHER		17-531 BLEA ACADEMY MILEAGE	\$143.38
FLORENCE, ANDREW C		17-425 FLORENCE-	254146	17-425 USE OF FORCE TRAINING	\$79.37
LEE, CHRISTOPHER		17-424 LEE DEP	253584	17-424 HOTEL DEP REFND 2 PC	\$79.37
MENKE JACKSON BEYER LLP		12/2017-446	253844	CODE ENFORCE-EL PEDRAGAL	\$702.50
PUBLIC SAFETY TESTING INC		2017-8054	253860	4TH QTR 2017 SUBSCRIPTION FEES	\$412.50

CJST POLICE ACTIVITY TOTAL ****

\$12,875.52

CRIMINAL JUSTICE SALES TAX Total ***

\$12,875.52

FUND 150

HOTEL/MOTEL FUND

Division:

307

HOTEL/MOTEL TAX

BANK OF AMERICA	TXN00036717	254100	THE HOME DEPOT #4746 - SUPPLIE	\$65.09
	TXN00036806		GRIGGS ACE RICHLAND - BLEACHER	\$40.97
TRI CITIES VISITOR & CONVENTION BUREAU	155472	254162	TCVCB MONTHLY DUES-DEC 2017	\$17,604.03

HOTEL/MOTEL TAX TOTAL ****

\$17,710.09

HOTEL/MOTEL FUND Total ***

\$17,710.09

FUND 151

SPECIAL LODGING ASSESSMENT



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 339 TOURISM PROMOTION AREA					
TRI CITIES VISITOR & CONVENTION BUREAU		DEC 2017	254162	SPECIAL LODGING ACCESS DEC 17	\$44,202.21
TOURISM PROMOTION AREA TOTAL ****					\$44,202.21
SPECIAL LODGING ASSESSMENT Total ***					\$44,202.21
FUND 153 COMMUNITY DEV BLOCK GRANT					
Division: 308 CDBG PROGRAM					
BANK OF AMERICA		TXN00036626	254100	SPOKANE HRDWR - FILE DRWR HARD	\$12.93
		TXN00036771		STAPLES - LABELS, HIGHLIGHTERS	\$68.41
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$6.33
				PHONE CHARGES 12/08-1/07/18	\$6.62
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$6.06
				PHONE CHARGES 1/1-1/31/18	\$6.35
CDBG PROGRAM TOTAL ****					\$106.70
COMMUNITY DEV BLOCK GRANT Total ***					\$106.70
FUND 154 HOME FUND					
Division: 309 HOME PROGRAM					
TU DECIDES MEDIA INC		2017-27286	253893	CHDO/HOME AD 2017	\$150.00
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$6.62
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$6.35
HOME PROGRAM TOTAL ****					\$162.97
HOME FUND Total ***					\$162.97
FUND 301 STREETS CAPITAL CONSTRUCTION					
Division: 402 ARTERIAL STREETS					
ABADAN INC		ARIN079501	254166	ENG PRINTS - DUPORTAIL BRDG	\$2,054.72
AMERICAN ROCK PRODUCTS INC	P058635	336328	253511	3500 EXTERIOR CONCRETE	\$479.47
	P058635	336837		3500 EXTERIOR CONCRETE	\$532.68
ANDERSON HEIGHTS DEVELOPMENT LLC		4TH QTR 2017	253766	TRAFFIC IMPACT FEES-QTR 4'17	\$912.99
BERGER ABAM ENGINEERS INC	S054546	321277	253778	CO #4 - CONSTRUCTION SUPPORT	\$39,514.10
	S054546			CO #1 FINAL DESIGN & BID DOCUM	\$57,194.31
cloudPWR, LLC	P058759	1860	254219	BOX Enterprise License	\$130.32
	P058759			DES MASTER CONTRACT MANAGEMENT	\$1.80
DAILY JOURNAL OF COMMERCE	S017727	3331907	253947	REQUEST FOR QUALIFICATIONS: CA	\$156.40
DREAM BUILDERS LLC		4TH QTR 2017	253811	TRAFFIC IMPACT FEES-QTR 3'17	\$760.82
FOSTER PEPPER PLLC		1187825	253818	CENTER PARKWAY LEGAL SERVICES	\$427.01
JUB ENGINEERS INC	P057843	113842	253835	IMPACT FEE UPDATES - 93-17	\$3,822.00
MENKE JACKSON BEYER LLP		12/2017-077	253844	DUPORTAIL BRIDGE-Legal Service	\$3,978.00
		12/2017-457		DUPRTL BRIDGE-DEGERSTROM	\$13,596.36



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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SEET, ANITA		051717	253619	SIDEWK REPAIR 1333-1335 PERKIN	\$76.44
TRANPO GROUP USA, INC	P058131	21308	253891	QUEENSGATE-COLUMBIA PARK TRAIL	\$4,953.67
WA STATE DEPARTMENT OF ECOLOGY		2018-WAR305812	253752	DPRTL BRDG STRMWTR PERMIT 2018	\$1,879.79
WA STATE DEPT OF TRANSPORTATION	P058194	RE313ATB70918026	254215	AARON/WELLSIAN WAY INTERSECTIO	\$5,427.50
	P058194	RE313ATB71114024		AARON/WELLSIAN WAY INTERSECTIO	\$12,008.22
	P058194	RE313ATB71218024		AARON/WELLSIAN WAY INTERSECTIO	\$32,345.75
	P058735	RE313ATB80116024	254286	SR 240/KINGSGATE TRAFFIC SIGNA	\$1,368.06
WESTCLIFFE LLC		4TH QTR 2017	253903	TRAFFIC IMPACT FEES-QTR 4'17	\$1,765.11
ARTERIAL STREETS TOTAL ****					\$183,385.52
STREETS CAPITAL CONSTRUCTION Total ***					\$183,385.52
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
ALLSTAR CONSTRUCTION GROUP INC	P058381	206-1 FINAL	253764	URBAN GREENBELT TRAIL GOETHALS	\$25,933.90
BANK OF AMERICA		TXN00036762	254100	THE HOME DEPOT #4746 - SWING B	\$245.35
		TXN00036797		THE HOME DEPOT #4746 - DOG PAR	\$89.45
FAMILY FARMS DBA	P058290	17-0077	253816	CONSTRUCT MOW CURB FOR DOG PAR	\$14,087.74
	P057819	C103-17/PMT 1	253685	CONSTRUCT JADWIN PEDESTRIAN	\$37,150.96
GILLESPIE HOMES INC	P057562	81 PYMNT 3-FINAL	253821	MOBILE HOME FOR ORV PARK	\$7,008.95
PARKS & REC PROJECTS TOTAL ****					\$84,516.35
PARK PROJECT CONSTRUCTION Total ***					\$84,516.35
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	000				
LEONE & KEEBLE INC	P057361	C219-16/PYMNT 8	254151	C219-16/PYMNT 8 RETAINAGE	(\$92,959.60)
	P057361	C219-16/PYMNT 9		C219-16/PYMNT 9 RETAINAGE	(\$105,423.37)
		C219-16/RETAIN 8	254152	11027513-RICHLAND CITY HALL	\$92,959.60
		C219-16/RETAIN 9		11027513-RICHLAND CITY HALL	\$105,423.37
UNASSIGNED TOTAL ****					\$0.00
Division:	900	NON-DEPARTMENTAL			
BANK OF AMERICA		TXN00036862	254100	LOGMEIN GOTOMEETING - CORCH ME	\$31.50
HILL INTERNATIONAL INC	P056666	C81-16/0000019	254189	DESIGN-BUILD OVERSIGHT SERVICE	\$1,701.01
LEONE & KEEBLE INC	P057361	C219-16/PYMNT 8	254151	NEW CITY HALL DESIGN BUILD	\$273,870.95
	P057361	C219-16/PYMNT 9		NEW CITY HALL DESIGN BUILD	\$363,672.54
NON-DEPARTMENTAL TOTAL ****					\$639,276.00
GENERAL GOVT CONSTRUCTION Total ***					\$639,276.00
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
BANK OF AMERICA		TXN00036812	254100	PETCO/DOG BONES FOR STOCK	\$65.12



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00036827	254100	NEW PIG/OIL ONLY ABSORBENT MAT	\$189.32
CARLSON SALES METERING SOLUTIONS LLC	S017613	CSM-3608	254139	CT, 600:5, 600V, W/FLAT BASE,	\$2,215.44
	S017613			CT, 600:5, 600V, BAR TYPE,	\$3,909.60
	S017613	CSM-3608-1	253930	CT, 600:5, 600V, BAR TYPE,	\$15,638.40
CHEMSEARCH	P058609	2967210	253669	CLEANER DEGREASER & CONTACT	\$1,179.66
	P058609			SHIPPING	\$75.27
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P058705	3627-586538	253676	WIRE, SWITCHBOARD, #12 AWG,	\$1,451.90
	P058634	3627-586542	253943	LAMP HPS, 100W, MOGUL BASE,	\$433.53
	P058634			LAMP, METAL HALIDE, 400WR,	\$91.22
	P058634			LAMP HPS, 150W, MED BASE,CLEAR	\$125.76
GENERAL PACIFIC INC	S017702	1297165	253562	TERM, JACKETED 750 JACKET KIT,	\$1,666.79
	S017702	1297266	253820	SPLICE, 3-M 750 KC MIL, INLINE	\$2,227.98
	P058520	1297473		SWITCH,900A, 15 KV 3-POLE	\$7,037.28
KAMAN INDUSTRIAL TECHNOLOGIES	S017695	R711719	253582	LUBRICANT, SILICONE, DOW #4	\$2,412.48
	S017695			SHIPPING	\$94.70
PACIFIC STRAPPING INC	P058610	31661	253598	FREIGHT	\$41.27
	P058610			CABLE PULLING TAPE	\$293.22
PLASTIC DESIGN TECHNOLOGY INC	P058484	7371	253856	SHIPPING	\$19.57
	P058484			METER,DISCONNECT SLEEVE	\$250.87
WESCO DISTRIBUTION INC	P058521	826021	254052	STIRRUP 1/O-397.5 ACSR,	\$414.20
	P058521	827719		ADJUST FOR TAX	\$0.01
	P058521			SWITCH,900A OVERHEAD, DIST	\$1,829.69
	P058521			CUTOUT/ARRESTER BRACKET 15"L	\$901.16
TOTAL ****					\$42,564.44
Division:	501	BUSINESS SERVICES			
ABADAN INC		ARIN079392	253911	ENG PRINTS - LESLIE RD SUB	\$514.50
ARBAUGH & ASSOCIATES INC		1644	253769	ARBAUGH CONTRACT FEES-DEC 17	\$863.94
BANK OF AMERICA		TXN00036539	254100	NWPPA - Swanson Staking Course	\$1,850.00
		TXN00036694		STAPLES - Plotter Printhead an	\$385.40
		TXN00036712		EXPEDIA - BUNCH Airfare Substa	\$3.81
		TXN00036715		EUCI - Bunch Substation Traini	\$1,195.00
		TXN00036724		DELTA AIR - Bunch Airfare Subs	\$174.81
		TXN00036726		ALASKA AIR - Bunch Airfare Sub	\$280.80
		TXN00036841		LOGMEIN GOTOMEETING - Monthly	\$20.64
		TXN00036884		WSU TRI-CITIES - PROF. ENG. WO	\$1,150.00
BENTON COUNTY AUDITOR/WEATHERWISE		5-03-14474	253520	RECORD GOOSE GAP RD EASEMENT	\$78.00
CABLE HUSTON BENEDICT HAAGENSEN & LLOYD LLP	P058606	30102	254138	CONTRACT NO. 145-15 TASK NO. 4	\$5,240.00
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$735.80
EDGEMON, SANDI		18-021 EDGEMON	253953	18-021 PPC MEETINGS	\$492.69
		2017 MILEAGE	253813	EDGEMON 1/1-12/31/17 MILEAG	\$203.30



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ENTERPRISE RENT A CAR		15892936	253955	18-021 EDGEMON CAR RENTAL	\$126.34
FEDERAL EXPRESS CORP		6-033-81908	253561	SHIPPING DEC 2017	\$7.36
FRONTIER	S017724	01/18 2061882614	253689	FRONTIER COMMUNICATIONS MONTHL	\$91.97
NORTHWEST PUBLIC POWER ASSOCIATION		33921	253722	2018 NWPPA MEMBERSHIP DUES	\$30,000.00
		34623		2018 NW WAGE & HR DUES	\$645.00
NORTHWEST REQUIREMENTS UTILITIES INC		1008	253723	2018 NRU MEMBERSHIP DUES	\$50,629.00
		1839		2018 NW RIVER PARTNERS SUPPORT	\$10,550.00
PUBLIC POWER COUNCIL INC		2018-57	253729	PPC 2018 ANNUAL DUES	\$33,864.00
UNITED PARCEL SERVICE	S017722	000986641018	253750	GROUND PKG TO ALS FOR WATER	\$14.48
	S017734	000986641028	254046	GROUND PKG TO VTCU CORP FOR EL	\$3.78
	S017734			WEIGHT CORRECTION FOR PKG TO V	\$0.28
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$166.69
	P058714	9798924310		Wireless Charges December 2017	\$187.55
WA STATE DEPT OF TRANSPORTATION		5-03-14774	253637	GOOSE GAP RD EASEMENT	\$750.00
WASHINGTON STATE TREASURER		NOTARY-DSTEAGALL	253810	NOTARY APPLICATION-D.STEAGALL	\$30.00
WATER SOLUTIONS INC		17564	254051	3 WTR MACHINES -DECEMBER 2017	\$30.97
XEROX CORPORATION		091834465	253905	MX4-345501 BASE/PRINTS-DEC	\$269.37
		0981834466		MX4-345538 BASE/PRINTS-DEC	\$342.98
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$127.92
				PHONE CHARGES 12/08-1/07/18	\$122.30
				PHONE CHARGES 12/08-1/07/18	\$105.04
				PHONE CHARGES 12/08-1/07/18	\$54.89
				PHONE CHARGES 12/08-1/07/18	\$55.92
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$53.69
				PHONE CHARGES 1/1-1/31/18	\$117.02
				PHONE CHARGES 1/1-1/31/18	\$52.95
				PHONE CHARGES 1/1-1/31/18	\$100.87
				PHONE CHARGES 1/1-1/31/18	\$122.37
BUSINESS SERVICES TOTAL ****					\$141,811.43
Division:	502	ELECTRICAL ENGINEERING			
BANK OF AMERICA		TXN00036656	254100	NWPPA-ENG TECH ADVERTISING	\$115.00
		TXN00036886		DELL-Monitor Purchase	\$1,166.90
		TXN00036926		STAPLES - Keyboard Platform	\$54.25
cloudPWR, LLC	P058759	1860	254219	DES MASTER CONTRACT MANAGEMENT	\$1.80
	P058759			BOX Enterprise License	\$130.32
COMMONWEALTH ASSOCIATES INC	P058238	0052160	253801	PROFESSIONAL ENGINEERING SERVI	\$2,139.00
	P058238	0052162		TASK 2: SERVICE REQUIREMENTS	\$4,574.00
	P058238	0052163		TASK 3: MATERIAL STANDARDS	\$7,545.00
	P058238	0052165		TASK 8: KPI METRICS	\$861.18
	P058238	0052315		TASK 4: FACILITY INSPECTIONS A	\$824.31
	P058238	0052317		TASK 5: JOINT USE POLE ATTACHM	\$3,022.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMONWEALTH ASSOCIATES INC	P058238	0052366	253801	TASK 9: ELECTRIC INFRASTRUCTUR	\$15,522.36
	P058238	0052367		TASK 10: CIP PROJECT DESIGN	\$3,314.45
DLT SOLUTIONS LLC	P058709	SI382173	254176	Autodesk AutoCAD Map 3D	\$5,087.69
GEORGIA INSTITUTE OF TECHNOLOGY	P057838	663512	254184	SET UP AND PERFORMANCE OF A CA	\$2,277.95
ISS-WONDERWARE	P058638	SIN002587	253695	Wonderware annual support & Mn	\$7,977.76
RESOURCE ASSOCIATES INTL	P058707	2017-11-17	254015	2018 HOSTING FEES AND MAINTENA	\$9,400.00
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$233.94
	P058714	9798924310		Wireless Charges December 2017	\$231.88
ELECTRICAL ENGINEERING TOTAL ****					\$64,479.79
Division:	503	POWER OPERATIONS			
AMERICAN ROCK PRODUCTS INC		330412	253511	5/8" MINUS TOP & DEL FEE	\$380.97
		335491		5/8" MINUS TOP & DEL FEE	\$760.35
		335592		5/8" MINUS TOP COURSE	\$72.16
		335593		5/8" MINUS TOP COURSE	\$380.17
		336716		5/8" MINUS TOP COURSE	\$175.49
BANK OF AMERICA		TXN00036605	254100	SHARIS-CO F161090	\$80.73
		TXN00036608		SHOGUN TERIYAKI-CO F161090	\$124.51
		TXN00036650		INCA REAL INC - CO B170070	\$183.02
		TXN00036706		AMAZON-PHONE CAR CHARGERS	\$31.96
		TXN00036749		Stick+Stone -CO F161090	\$46.95
		TXN00036788		WAL-MART/BINOCULARS	\$48.84
		TXN00036809		AMAZON/MILWAUKEE TOO COMBO KIT	\$319.99
		TXN00036845		DUPUS BOOMERS - CO F161090	\$175.51
		TXN00036874		AMAZON-300W DC PWR INVRTR	\$59.98
		TXN00036886		DELL-Monitor Purchase	\$662.10
		TXN00036949		STERLING'S-CO F161090	\$40.73
		TXN00036973		HOP JACKS-CO B170074	\$45.41
BENTON PUD		1/18-39091002	253776	WYE LIGHTS-BADGER REPEATER	\$16.20
	P058659	1055	253660	SAFETY TRAINING PER CONTRACT	\$3,012.33
	P057425	1060	253776	PRE-NOTIFICATION SERVICES FOR	\$1,247.15
BOYD'S TREE SERVICE LLC	P057573	5826	253786	TREE TRIMMING & VEGETATION CON	\$7,257.54
	P057573	5858		TREE TRIMMING & VEGETATION CON	\$5,484.01
	P058730	5870	253925	2018 TREE TRIMMING AND VEGETAT	\$4,856.40
	P057573	5880	254137	TREE TRIMMING & VEGETATION CON	\$14,357.21
CITY OF RICHLAND		11/2017-1901	253537	#1901 DROP BOX DISP/HAULING	\$547.68
		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$2,797.12
				CITY UTILITY BILLS/DEC 2017	\$86.59
D HITTLE & ASSOCIATES INC	P056798	11757	253548	REATA SUB TO DALLAS RD SUB TRA	\$7,810.00
	P056798	11811	254143	REATA SUB TO DALLAS RD SUB TRA	\$1,652.00
DLT SOLUTIONS LLC	P058709	SI382173	254176	Autodesk AutoCAD LT Gov Mntnc	\$195.05
	P058709			ADJUST FOR TAX	(\$0.01)



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DLT SOLUTIONS LLC	P058709	SI382173	254176	Autodesk AutoCAD Map 3D	\$2,543.85
	P058709	SI382499		ADJUST FOR TAX	\$0.01
	P058709			Architecture Engineering	\$2,209.79
FARWEST LINE SPECIALTIES LLC	S017741	246667	254180	BUCKINGHAM VINYL TOOL APRON	\$620.00
	S017741			SHIPPING	\$25.00
FASTENAL COMPANY		WA RIC71995	253560	HEADLAMP	\$27.14
		WARIC70220		HEADLAMP-HATMAN	\$20.01
		WARIC71689		HEADLAMP/SAFETY GLASS	\$141.99
		WARIC71996		HEADLAMP	\$22.42
		WARIC71997		3 AAA VISION HD HEADLAMP	\$22.42
		WARIC72149	253958	SOCKET ADAPTERS	\$59.88
		WARIC72156		HEADLAMP	\$27.14
		WARIC72280		SAFETY GLASS, HEADLAMP	\$67.18
HERC RENTALS INC		29708844-001	253569	RENTAL OF LIGHT TOWER	\$70.59
HJ ARNETT INDUSTRIES LLC	S017681	INV52541	253971	16" 20KV, YB, SZ 9	\$182.50
	S017681			NEW BLANKET ACCEPTANCE TEST	\$42.00
	S017681			GLOVE ACCEPTANCE TEST - LOW VO	\$398.20
	S017681			BLANKET 36"X36" 40KV ORANGE	\$471.44
	S017681			GLOVE ACCEPTANCE TEST - HIGH	\$371.05
	S017681			11" 5KV, YEL ON BLK, SIZE 9	\$68.74
	S017681			11" 5KV, YEL ON BLK, SIZE 9.5	\$137.48
	S017681			11" 5KV, YEL ON BLK, SIZE 10	\$137.48
	S017681			NEW GLOVE ACCEPTANCE TEST	\$54.30
	S017681			ACCEPTANCE TEST - BLANKETS 3 P	\$94.50
	S017658	INV52573	253571	FREIGHT	\$22.63
	S017658			AMPSTICK, SENSOR LINK MODEL #8	\$1,336.25
	S017746	INV52932	254247	SUPER BEAST PULSE COMBO	\$1,395.00
	S017746			FREIGHT	\$18.02
MICHELS CORPORATION	P058372	275401	254153	Reata Substation to Dallas Rd	\$24,605.57
PARADISE BOTTLED WATER CO		11/17-POWER OPS	253600	BOTTLED WATER-NOVEMBER	\$16.06
		12/17-POWER OPS		BOTTLED WATER-DECEMBER	\$85.02
POTELCO INC	P058460	207671	253606	WILLIAMS TO PERKINS DISTRIBUTI	\$217,259.34
RICHLAND ACE HARDWARE		214705	253610	METRIC WRENCH SET	\$48.86
		59859		SOCKET ADAPTER	\$7.59
		59919		WIPER FLUID	\$4.87
		59970	254016	SPRING SNAP	\$9.09
TOTAL COLLISION AND INJURY CARE LLC		1201	253889	DOT PHYSICALS	\$200.00
TYNDALE ENTERPRISES INC		1361033	253633	FIRE RETARDANT CLOTHING-2017	\$487.50
		1379964	253894	FIRE RETARDANT CLOTHING-2017	\$1,483.26
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$306.06
	P058714	9798924310		Wireless Charges December 2017	\$305.54



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POWER OPERATIONS TOTAL****					\$308,313.91
Division:	504	SYSTEMS DIVISION			
BANK OF AMERICA		TXN00036571	254100	RANCH & HOME - SAFETY COAT- MT	\$141.17
		TXN00036640		BECKWITH EL-CIRC CRD THYR BK 3	\$352.95
		TXN00036687		ALLFUSES COM/FUSE	\$124.90
		TXN00036699		ALS GROUP USA-PCB'S, RCRA 8	\$195.00
		TXN00036758		RYCOM INSTRUMENTS/DEMO KIT W/C	\$2,762.15
		TXN00036768		CURRENT EL TRNG-SUAREZ CONT ED	\$190.00
		TXN00036832		INTERNATIONAL TRANSACTION - FI	\$2.94
		TXN00036834		INTERNATIONAL TRANSACTION - FI	\$3.15
		TXN00036836		FIBERSTORE - FIBER - STEVENS S	\$367.20
		TXN00036838		FIBERSTORE - FIBER - STEVENS S	\$246.60
				FIBERSTORE - FIBER - THAYER SU	\$147.60
		TXN00036860		FIBERSTORE - PARTIAL SHIPPING	(\$13.50)
				FIBERSTORE - PARTIAL SHIPPING	(\$13.50)
		TXN00036972		FIBERSTORE - REFUND FOR DUPLIC	(\$367.20)
BLUEROOM		2474612	253525	POL SERVICE-1032 UNIVERSITY DR	\$82.00
		2506238	253782	POL SERVICE-1032 UNIVERSITY DR	\$82.00
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$1,650.51
DLT SOLUTIONS LLC	P058709	SI382173	254176	Autodesk AutoCAD Map 3D	\$847.95
ELECTRIC POWER SYSTEMS INC		014218	254145	C212-16 TESTING COST REIMBURSE	\$387.77
	P057572	014260		LESLIE RD SUBSTATION DESIGN AN	\$14,568.74
ENERGY NORTHWEST	P057784	O&M00626	254178	C49136 SNYDER SUB ADDTN PROJEC	\$2,279.36
	P057784			C59133 SYSTEM IMPROVEMENT RELA	\$2,279.32
	P057784			EW16007 THAYER STAFF SUPPORT -	\$2,279.32
	P057784			C59127 LESLIE RD SUB PROJECT	\$2,279.35
FASTENAL COMPANY		WARIC71993	253560	DRILL BITS	\$67.16
ITRON INC	P058708	470292	253975	METER READING SOFTWARE/SOLUTIO	\$9,732.19
MYERS POWER PRODUCTS INC	P057391	W-85669	253593	AMENDMENT #1 - LESLIE SUB SERV	\$7,256.65
	P057391			ADJUST FOR TAX	\$0.01
	P057391			Metalclad Switchgear for Unit	\$541,995.45
	P057391			Extended 5-year warranty for	\$29,944.50
	P057391			AMENDMENT NO. 3 LESLIE ROAD	\$1,819.05
	P057391			AMENDMENT #2 - LESLIE SUB SERV	\$2,762.78
	P057391			Extended 5-yr warranty for Uni	\$29,944.50
OXARC INC		60057324	253597	CYLINDER RENTAL - DECEMBER	\$66.39
RICHLAND ACE HARDWARE		59753	253610	TOILET SEAT/LED LIGHTS	\$37.98
		59755		TOILET SEAT	\$34.74
		59989	254016	32GAL TRASH CAN WITH LID	\$43.42
ROBERTS, JORDAN		17-471 ROBERTS	253869	17-471 SWGR FACTORY TESTING	\$444.30
SD MYERS LLC	S017692	775403	253873	GAS ANALYSIS FOR SNYDER BANK 2	\$55.00



City Of Richland

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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SD MYERS LLC	S017692	775403	253873	GAS ANALYSIS FOR SNYDER BANK 2	\$55.00
STONEMAN ELECTRIC SUPPLY		S102233071.001	253623	METERING SUPPLIES	\$55.82
		S102245523.001		FUSES	\$199.36
UTILITIES UNDERGROUND LOCATION CENTER		7120197	253636	UTILITIES LOCATE SERVICE	\$145.12
UTILIWORKS CONSULTING LLC	P056517	5151	253897	SMART GRID PROJECT PHASE 2,	\$1,000.00
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$190.92
	P058714	9798924310		Wireless Charges December 2017	\$197.48
VIRGINIA TRANSFORMER CORP	P058158	52101	253899	POWER TRANSFORMER (LESLIE RD	\$630,318.00
WHEELER EXCAVATION LLC	P058532	C286-17/PMT 1	253904	TEMPORARY GRAVEL PAD & ROAD FO	\$20,815.45
SYSTEMS DIVISION TOTAL ****					\$1,308,057.05
Division:	505	ENERGY POLICY MGMT			
ACHUCK FAMILY PARTNERSHIP, LP		17ES11540FY180009	253763	925 STEVENS-COMM LIGHTING REBA	\$940.00
APOLLO SHEET METAL INC		17110037	253513	337 GLEN EAGLES-REBATE-HP	\$1,000.00
BENTON COUNTY AUDITOR/WEATHERWISE	P058527	111380 RELEASE	253774	RELEASE LIEN: GALVAN, 622 SMIT	\$74.00
	P058762	1224010 LIEN	254227	RECORD LIEN: PAYNE, 1708	\$74.00
	P058762	130080 LIEN		RECORD LIEN: BARTH, 650 CHESTN	\$74.00
	P058762	131760 LIEN		RECORD LIEN: TANNER, 611	\$74.00
	P058762	150320 LIEN		RECORD LIEN: WOOD, 2008 LEE; A	\$74.00
	P058762	22320 LIEN		RECORD LIEN: CONATORE, 300 & 3	\$74.00
	P058762	241320 LIEN		RECORD LIEN: WINSTON, 2013 TRI	\$74.00
	P058601	330300 LIEN-2	253774	RECORD LIEN: MCNAIR, 1331 JADW	\$74.00
	P058762	33880 LIEN	254227	RECORD LIEN: PRICE, 92 JADWIN;	\$74.00
	P058527	340800 RELEASE	253774	RELEASE LIEN: AMOROSO, 904 VAN	\$74.00
	P058527	412560 RELEASE		RELEASE LIEN: CASAW, 509 CATSK	\$74.00
	P058527	651100 RELEASE		RELEASE LIEN: MITCHEM, 1925	\$74.00
	P058527	721980 RELEASE		RELEASE LIEN: MANNING, 323	\$74.00
	P058527	801340 RELEASE		RELEASE LIEN: KOCH, 1149	\$74.00
	P058527	870120 RELEASE		RELEASE LIEN: WINSLOW, 338	\$74.00
	P058527	900140 RELEASE		RELEASE LIEN: AIROLDI, 1319	\$74.00
CHINOOK HEATING & AIR INC		35271	253794	1345 GOETHALS-REBATE-HP	\$1,000.00
		35405		178 ORCHARD WAY-REBATE-HP	\$1,000.00
		37415	253536	1514 TORTHAY-REBATE-HP	\$1,000.00
		37416	253794	35 MERCURY-REBATE-HP	\$1,000.00
CITY OF RICHLAND		10360	253538	305 GEORGE WA WAY-REBATE-WINDO	\$351.93
		150320	253796	2008 LEE-REBATE-HP	\$1,000.00
		341040		1426 JOHNSTON-REBATE-WINDOWS	\$531.00
		381720		1300 HAUPT-REBATE-WINDOWS/HP	\$1,253.00
		773980	254174	2371 MARK-REBATE-WINDOWS	\$468.00
DAYCO HEATING & AIR		62777	254237	1414 JOHNSTON AVE-REBATE-HP	\$1,000.00
		63597	253551	1921 DOGWOOD-REBATE-HP	\$1,000.00
		63640		1209 MAHAN-REBATE-HP	\$1,000.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DAYCO HEATING & AIR		63643	253808	408 SAILFISH-REBATE-HP	\$1,000.00
		64468	253950	2015 NEWCOMER-REBATE-HP	\$1,000.00
		64475	253551	1240 ADAIR-REBATE-HP	\$1,000.00
	P058728	64483	253950	WEATHERWISE LOAN: WOOD, 2008 L	\$9,635.74
DELTA HEATING & COOLING INC		25287	254238	209 ATKINS-REBATE-HP	\$1,000.00
		25288	253809	208 PINETREE-REBATE-HP	\$1,000.00
EFFICIENCY SOLUTIONS LLC	P058402	12-17	253814	LOAD FORECAST AND INTEGRATED	\$6,259.50
	P057389	12-17(2)		COMMERCIAL ENERGY EFFICIENCY	\$3,156.50
HANFORD HIGH SCHOOL BOOSTERS		17ES11540FY201800	253565	450 HANFORD REBATE-COMM LIGHTS	\$1,006.00
IWI INC		100069	254249	169 LAURELWOOD-REBATE-INSULATI	\$181.80
		101277		2310 MICHAEL-REBATE-INSULATION	\$250.00
JACOBS & RHODES INC		38355	253578	218 BROADMOOR-REBATE-HP	\$1,000.00
M CAMPBELL & COMPANY INC		151475	253841	349 GREENBROOK-REBATE-HP	\$1,000.00
		153099	253586	1262 BRENTWOOD-REBATE-HP	\$2,000.00
		153357		907 CEDAR-REBATE-HP	\$1,000.00
		153794	253841	2409 RICHMOND-REBATE-HP	\$1,000.00
		155044		34 APOLLO-REBATE-HP	\$1,000.00
		157408	254196	1629 DARBY-REBATE-HP	\$1,000.00
		157997		641 CHERRYWOOD-REBATE-HP	\$1,000.00
		159558	254257	209 SNYDER-REBATE-HP	\$1,000.00
MANZO, ELENA		2017 TUITION	253843	2017 TUITION REIMBURSEMENT	\$2,000.00
NW INTERGOVERNMENTAL ENERGY SUPPLY		414	253724	2018 NIES ADM ASSESSMENTS	\$53,979.00
PERFECTION GLASS		9993657692	254203	1412 JUDSON-REBATE-WINDOWS	\$35.58
		9993660653	253601	107 HIGH MEADOWS-REBATE-WINDOW	\$451.38
		9993661121	253854	303 GAGE BLVD-REBATE-WINDOWS	\$72.00
		9993661375		133 RIVERWOOD-REBATE-WINDOWS	\$149.91
		9993661412	254267	529 DOUBLETREE CT-REBATE-WINDO	\$457.71
	P058412	9993661651	253601	WEATHERWISE LOAN: PROWANT, 305	\$7,873.50
	P058349	9993661841	253854	WEATHERWISE LOAN: WANTZ, 1300	\$5,643.13
		9993662114	253601	339 WENAS-REBATE-WINDOWS	\$507.54
		9993662299	253854	503 WRIGHT #6-REBATE-WINDOWS	\$422.91
		9993662301		2466 PERSHING-REBATE-WINDOWS	\$753.00
	P058438	9993662432	254203	WEATHERWISE LOAN: CLACK, 2371	\$8,480.85
ROBERTS CONSTRUCTION INC		4277	253616	1102 WINSLOW-REBATE-WINDOWS	\$80.00
	P058528	4283	253868	WEATHERWISE LOAN: VORE, 1426	\$6,977.55
SMITH INSULATION INC		14127-COFR	253877	257 RIVERWOOD-REBATE-INSULATE	\$427.50
TOTAL ENERGY MANAGEMENT INC		57807WWR	254282	2513 BLUE HILL CT-REBATE-HP	\$1,000.00
TRANS UNION LLC		10702224	253631	CREDIT REPORTS-OCTOBER	\$34.35
		12702165	253890	CREDIT REPORTS-DECEMBER	\$70.47
WASHINGTON MUTUAL SAVINGS		17ES11540FY180010	253639	2491 QUEENSGATE-COMM LIGHTING	\$1,000.00
ENERGY POLICY MGMT TOTAL ****					\$139,633.85



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 506	TECHNICAL SERVICES				
BANK OF AMERICA		TXN00036645	254100	IMSA - ANNUAL DUES-CARMONA, NA	\$170.00
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$1,360.51
GTP INVESTMENTS LLC	P058743	404745305	254188	BADGER MTN LEASE FOR CITYY CEL	\$44.52
	P058743	404745306		BADGER MTN LEASE FOR CITYY CEL	\$625.00
PLATT ELECTRIC SUPPLY		P199146	253604	PVC	\$32.50
		P247569		HPS BULBS	\$13.27
		P251708		HPS BULBS	\$159.25
		P423365	254010	18V BATTERY 2PK	\$124.88
STONEMAN ELECTRIC SUPPLY		S102238965.001	253623	PVC CONDUIT	\$19.93
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$176.60
	P058714	9798924310		Wireless Charges December 2017	\$171.96
TECHNICAL SERVICES TOTAL ****					\$2,898.42
ELECTRIC UTILITY FUND Total ***					\$2,007,758.89
FUND 402	WATER UTILITY FUND				
Division: 000					
BADGER MOUNTAIN IRRIGATION DISTRICT		4TH QTR 2017	253518	BADGER SOUTH WTR CONNECT FEES	\$8,400.00
HD FOWLER COMPANY INC	P058522	I4712442	253566	METER BOX COVER, LW COMP 37	\$4,849.64
	P058522			METER BOX TOP SECTION, 12" 37	\$3,344.88
	P058522			METER BOX MID SECTION, 12" 37	\$2,771.47
	P058522			METER BOX TRAFFIC COVER, 37	\$672.45
	P058522	I4714991	253827	FREIGHT	\$1,026.27
	P058522			ADJUST FOR TAX	\$0.01
	P058631	I4718331		SADDLE ROMAC 202S-14.38 X 2"IP	\$138.93
	P058631			VALVE, MJ KIT 6" MEGALUG 1106	\$113.70
	P058631			VALVE, MJ KIT FOR 6" FITTINGS,	\$53.72
	P058631			FREIGHT	\$16.29
PERMIT REFUND		2017-001771	254194	1249 ADAIR-REFUND-WORK NOT NEE	\$2,160.00
POW CONTRACTING	P057598	C58-17/PMT 2	253607	C58-17/PMT 2 RETAINAGE	(\$7,782.14)
PREMIER EXCAVATION INC		17-00875	253728	HYDRANT METER #304 REFUND	\$750.00
UNASSIGNED TOTAL ****					\$16,515.22
Division: 410	WATER CAPITAL PROJECTS				
BERGER ABAM ENGINEERS INC	S054546	321277	253778	CO #2 WATER LINE DESIGN	\$1,222.94
BUILDERS HARDWARE & SUPPLY CO INC	P058695	S3606753.001	253928	BHS ACCESS CONTROL-WTP 10/27/	\$325.76
CERUM NETWORKS INC	S017629	I065693	253533	CISCO IE 3000 SWITCH 8 10100 +	\$2,688.72
	S017629			IE 3000 2000 AC POWER MODULE	\$557.66
	S017629			SNTC8X5XNBD CISCO IE3000 SWITC	\$224.80
	S017629			FREIGHT	\$20.09
IRZ CONSULTING LLC	P052094	8231	253833	AMENDMENT #5 - ADDITIONAL SERV	\$640.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POW CONTRACTING	P057598	C58-17/PMT 2	253607	HORN RAPIDS IRRIGATION INTAKE	\$169,028.08
WATER CAPITAL PROJECTS TOTAL ****					\$174,708.05
Division: 411 WATER ADMINISTRATION					
ARBAUGH & ASSOCIATES INC		1644	253769	ARBAUGH CONTRACT FEES-DEC 17	\$555.39
RH2 ENGINEERING INC	P057437	69470	253865	2017 WATER SYSTEM MODELING	\$930.68
WESTCLIFFE LLC		305-17	253903	WATER OVERSIZING AGRMNT-WC 15	\$46,116.00
WATER ADMINISTRATION TOTAL ****					\$47,602.07
Division: 412 WATER OPERATIONS					
ARAMARK UNIFORM SERVICES INC		12/17-934962000	253768	LINEN CHARGE FOR DECEMBER 2017	\$43.44
BANK OF AMERICA		TXN00036551	254100	AWWA.ORG - 2017 REGULATORY UPD	\$75.00
		TXN00036690		USA BLUE BOOK - DPD DISPENSERS	\$1,789.23
		TXN00036765		HACH - STABLCAL KITS	\$514.11
		TXN00036816		FISHERSCI - CARBOY RECT	\$116.61
		TXN00036872		AMAZON -CERTIFICATE FRAMES	\$68.97
		TXN00036984		HACH COMPANY - FLOC JARS	\$1,102.30
BENTON FRANKLIN HEALTH DISTRICT		9343	253775	WATER SAMPLES	\$2,180.00
BENTON RURAL ELECTRIC ASSOCIATION		12/17-38510	253777	KENNEDY BOOSTER STATION	\$2,764.13
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$46,560.18
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-586627	253676	BLACK CONNECTOR	\$17.91
CORRECT EQUIPMENT INC	S017721	36686	253944	FREIGHT	\$292.00
	S017721			CHLORINATION TABLETS, 55LB PAI	\$5,755.20
ENERGY NORTHWEST		ENV03396	253815	WATER SAMPLES	\$1,932.00
FIELD INSTRUMENTS & CONTROLS INC	S017712	166435	254181	FREIGHT	\$18.86
	S017712			SUBMERSIBLE LEVEL TRANSMITTER,	\$1,118.58
	S017712			MOISTURE PROTECTION ASSEMBLY,	\$169.42
GRAINGER		9654512178	253564	PUMP/MAGNETIC DRIVE	\$227.88
	S017743	9663700350	253966	V-BELT ITEM #6A134	\$111.00
GTP INVESTMENTS LLC	P058743	404745305	254188	BADGER MTN LEASE FOR CITYY CEL	\$37.39
	P058743	404745306		BADGER MTN LEASE FOR CITYY CEL	\$525.00
IFM EFECTOR INC	S017711	21481517	253573	POWER SUPPLY, DIN RAIL MOUNT,	\$130.00
	S017711			FREIGHT	\$14.51
ISS-WONDERWARE	P058638	SIN002587	253695	Wonderware annual support & Mn	\$2,659.61
PUMPTECH INC	S017701	0124266-IN	253609	STACK KIT CR/CRI 5-13, PART	\$613.43
	S017701			EPDM GASKET KIT CR/I/N 1S/1/3/	\$28.86
	S017701			FREIGHT	\$17.98
STONEWAY ELECTRIC SUPPLY		S102260288.001	253738	HR PUMP DOOR/CHASSIS/CLAMPS	\$240.16
		S102260680.001		HR PUMP PVC PARTS	\$4.53
		S102261889.001		VIKING IN300P1 100PK	\$2.88
UNITED PARCEL SERVICE	S017734	000986641028	254046	WEIGHT CORRECTION FOR PKG TO W	\$0.31
	S017734			GROUNG PKG W/INSURANCE TO WATE	\$22.69



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$146.94
	P058714	9798924310		Wireless Charges December 2017	\$146.78
XEROX CORPORATION		091834485	253905	LX5-693082 BASE/PRINTS-DEC	\$134.31
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$64.00
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$61.22
WATER OPERATIONS TOTAL ****					\$69,707.42
Division:	413	WATER MAINTENANCE			
AMERICAN ROCK PRODUCTS INC	P058635	336836	253511	5/8" MINUS TOP COURSE	\$159.42
AT&T WIRELESS		12/17 2872432888	254099	287243288881 11/27-12/26/17	\$57.89
BANK OF AMERICA		TXN00036547	254100	AWWA.ORG - LET'S TALK SAFETY B	\$64.70
		TXN00036679		OFFICE DEPOT- OFFICE SUPPLIES	\$27.29
		TXN00036716		OFFICE DEPOT - PHOTO PAPER	\$13.47
		TXN00036756		OFFICE DEPOT - PICTURE FRAME	\$11.08
		TXN00036869		VERIZON - IPHONE CASES	\$130.17
		TXN00036881		VERIZON - IPHONE CASES	\$108.49
		TXN00036976		GATE DEPOT - ADJUSTMENT CAMS	\$79.36
BOOTHE, CHAD		17-513 BOOTHE	253526	17-513 ASSET MNGMNT WKSHOP	\$18.00
CENTRAL HOSE & FITTINGS INC		C001234	253667	DBL HEX NPL/SWVL FNST/BUSHINGS	\$610.96
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$956.04
				CITY UTILITY BILLS/DEC 2017	\$39.52
				CITY UTILITY BILLS/DEC 2017	\$29.24
				CITY UTILITY BILLS/DEC 2017	\$54.37
				CITY UTILITY BILLS/DEC 2017	\$73.54
				CITY UTILITY BILLS/DEC 2017	\$188.12
				CITY UTILITY BILLS/DEC 2017	\$8.95
ENNIS, MIKE		17-515 ENNIS	253555	17-515 ASSET MNGMNT WKSHOP	\$18.00
EVERHAM, PAT		17-514 EVERHAM	253557	17-514 ASSET MNGMNT WKSHOP	\$18.00
IWATER, INC	P058722	7965	253977	Annual Mntnc for infraMAP from	\$1,000.00
OLSON, STEVE		011218	254201	REIMB DOT PHYSICAL EXPENSE	\$130.00
OXARC INC		30230350	253851	ACETYLENE/OXYGEN	\$66.66
		60057321		CYLINDER RENTAL - DECEMBER	\$77.64
RICHLAND ACE HARDWARE		214787	253866	SPRAY PAINT/MASKING TAPE	\$23.86
SANDERS, JARED		101717	253617	REIMB CDL ENDORSEMENT	\$85.00
STEEBER'S LOCK SERVICE		960723	253737	DUPLICATE KEYS	\$10.86
TOTAL COLLISION AND INJURY CARE LLC		1201	253889	DOT PHYSICALS	\$100.00
UNITED PARCEL SERVICE	S017752	000986641038	254213	4 GROUND PKGS TO BADGER METER	\$37.12
UTILITIES UNDERGROUND LOCATION CENTER		7120197	253636	UTILITIES LOCATE SERVICE	\$24.19
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$38.70
	P058636			Verizon Charges November 2017	\$383.12
	P058714	9798924310		Wireless Charges December 2017	\$39.60
	P058714			Wireless Charges December 2017	\$385.78



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$20.12
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$19.29
WATER MAINTENANCE TOTAL ****					\$5,108.55
WATER UTILITY FUND Total ***					\$313,641.31
FUND 403	WASTEWATER UTILITY FUND				
Division:	000				
NORTHPOINT ELECTRICAL CONTRACTING INC	P058513	C279-17/PMT 1	253848	C279-17/PMT 1 RETAINAGE	(\$581.70)
ROTSCHY INC	P058467	C261-17/PMT 1	254272	C261-17/PMT 1 RETAINAGE	(\$1,521.65)
UNASSIGNED TOTAL ****					(\$2,103.35)
Division:	420	SEWER ADMINISTRATION			
GRAY & OSBORNE INC	P058441	17069.00-2	253824	WWTF LOCAL LIMITS REASSESSMENT	\$4,184.46
SEWER ADMINISTRATION TOTAL ****					\$4,184.46
Division:	421	SEWER CAPITAL PROJECTS			
GRAY & OSBORNE INC	P057512	17006.01-2	253824	AMD #1 CONSTRUCTION MANAGEMENT	\$8,361.51
HD FOWLER COMPANY INC		I4661592	253827	RESILIENT WEDGE GATE VALVE/PVC	\$548.89
NORTHPOINT ELECTRICAL CONTRACTING INC	P058513	C279-17/PMT 1	253848	GENERATOR INSTALL @ COLUMBIA P	\$12,634.52
POW CONTRACTING	P058453	1 RETAINAGE	253727	WWTF DIGESTER BLDG VALVE &	\$305.00
ROTSCHY INC	P058467	C261-17/PMT 1	254272	WWTF INFLUENT PUMP STATION	\$33,050.24
SEWER CAPITAL PROJECTS TOTAL ****					\$54,900.16
Division:	422	SEWER OPERATIONS			
ABM JANITORIAL NORTHWEST		11772239	253510	JANITORIAL SRVCS-FLOORS WWTP	\$848.45
ARAMARK UNIFORM SERVICES INC		12/17-934962000	253768	LINEN CHARGE FOR DECEMBER 2017	\$87.56
BANK OF AMERICA		TXN00036597	254100	TFS - MAG FLTR FNL - LAB	\$375.05
		TXN00036680		STPLES - CPYPPR & DSK CLNDR	\$43.98
		TXN00036730		LOWES - HT LMPS STEP SCRNS	\$130.23
		TXN00036804		HRBR FT - HOIST INFLU BCKTS	\$141.15
		TXN00036934		STPLES - 2018 DIARY, CLNDRS	\$114.20
BENTON FRANKLIN HEALTH DISTRICT		9371	253775	TKN NITRA/NITRI TTL PHOS	\$98.00
BILLINGS, TOBY		18-027 BILLINGS	253923	18-027 ORAL BOARD EXAM IN Y	\$95.75
BLUEROOM		2506234	253782	POL SERVICE-COMPOST-DEC 2017	\$81.00
CENTRAL HOSE & FITTINGS INC		C001384	253933	ELBOW/TUBING	\$41.05
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$25,387.30
		12/2017-25	253795	#25 BIOSOLIDS LANDFILL FEES	\$3,391.80
		12/2017-38		#38 GRIT DISP/HAULING	\$300.23
COMPLETE PEST PREVENTION INC		35782	253803	WWTP PEST CONTROL SRVCS	\$130.32
GRAINGER	S017743	9666137345	253966	REPLACEMENT FLUID ITEM #6T154	\$91.05
GTP INVESTMENTS LLC	P058743	404745305	254188	BADGER MTN LEASE FOR CITYY CEL	\$37.39
	P058743	404745306		BADGER MTN LEASE FOR CITYY CEL	\$525.00
H & N ELECTRIC		34130	253825	3/4 HP 115/230V VENT FAN MOTOR	\$493.24



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
H & N ELECTRIC		34491	254245	MOTOR FOR POLYMER	\$306.80
HARRINGTON'S TROPHIES		77699	253967	MTR CNTRL TAGS WWTF	\$120.55
		77727		MTR CNTRL CNTR TAGS WWTF	\$89.49
IRRIGATION SPECIALISTS INC		1229496-01	253832	4" PVC ELB (45)	\$25.17
ISS-WONDERWARE	P058638	SIN002587	253695	Wonderware annual support & Mn	\$7,422.81
MIDWEST LABORATORIES INC		877320	253846	COR LANDFILL COMPOST FACILITY	\$692.00
OXARC INC		60057320	253597	CYLINDER RENTAL-DECEMBER	\$17.90
PARADISE BOTTLED WATER CO		12/17-WWTP	253600	BOTTLED WATER-DECEMBER	\$72.73
RICHLAND ACE HARDWARE		59766	253610	ELEC MINUTE TIMER	\$28.21
TACOMA SCREW PRODUCTS INC		22198483	254038	ELBW/BSHNG/NPPLE/SEALANT	\$38.08
		22199089	254277	STAINLESS REDUCER COUPLING	\$10.38
		22199217		STAINLESS HEX BUSHING	\$6.71
		22199577		BALL VLVS/WIRE BRUSH/FITTINGS	\$406.10
THERMAL SUPPLY INC		6448731	253887	HVAC PARTS	\$76.65
TOWNSEND CONTROLS & ELECTRIC LLC		0013776-IN	254284	BELT PRESS PROGRAMMING	\$638.19
		0014287-IN		TWAS PMP FLWALRM PRSR XMITR	\$351.86
UNITED PARCEL SERVICE	S017734	000986641028	254046	GROUND PKG TO ALS FOR WWTP OPS	\$16.63
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$194.13
	P058714	9798924310		Wireless Charges December 2017	\$196.48
XEROX CORPORATION		091834427	253905	MX4-749822 BASE/PRINTS-DEC	\$253.02
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$103.51
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$99.07
SEWER OPERATIONS TOTAL ****					\$43,579.22
Division:	423	SEWER MAINTENANCE			
APGN INC	P058343	7897	254098	REAR FILTER: 1090MM X 890MM X	\$255.00
AT&T WIRELESS		12/17 2872432888	254099	287243288881 11/27-12/26/17	\$42.95
CASCADE NATURAL GAS CORP		12/17-51317347154	253789	NAT GAS 1943 CPTRL 12/8-12/15	\$55.85
CENTRAL HOSE & FITTINGS INC		468992	253791	FIRE HOSES VEH # 3255 & 3338	\$944.74
CH2O INC		263550	253534	BOILER TESTING-DEC 17 BW LABOR	\$64.49
HERC RENTALS INC		29747201-001	253569	LIQUID PROPANE	\$46.80
KAMAN INDUSTRIAL TECHNOLOGIES		1547321	253582	O-RINGS	\$26.70
NW LININGS & GEOTEXTILE PRODUCTS INC	P058583	C006912-IN	253849	COMPOST PAD LEACHATE POND LINE	\$4,715.84
PUMPTECH INC	P058593	0124231-IN	253861	FREIGHT	\$71.22
	P058593			PUMP SEALS FOR WELLHOUSE LOOP	\$304.08
RICHLAND ACE HARDWARE		214731	253610	CERAMIC HEATER	\$34.74
		60004	254016	CLAMPS/CABLE TIES VEH# 3338	\$10.93
		60017		WELDED BOW RAKE VEH# 3338	\$28.21
RICHLAND NAPA		403106	254017	AIR FILTERS WW SHOP CMPRSR	\$14.07
STEEBER'S LOCK SERVICE		960715	253621	DUPLICATE KEYS	\$10.86
TACOMA SCREW PRODUCTS INC		22198156	254038	BOLTS/WASHERS/HEX NUTS/GLOVES	\$101.66
		22198286		SCKTS/LCKTITE/AERO FLUID	\$86.09



City Of Richland

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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TACOMA SCREW PRODUCTS INC		22198287	254038	3/8" HEX BIT	\$11.54
		22198413		STEEL HITCH PINS VEH# 3338	\$4.43
UTILITIES UNDERGROUND LOCATION CENTER		7120197	253636	UTILITIES LOCATE SERVICE	\$24.19
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$130.08
	P058714	9798924310		Wireless Charges December 2017	\$118.45
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$1.39
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$1.39
SEWER MAINTENANCE TOTAL ****					\$7,105.70
WASTEWATER UTILITY FUND Total ***					\$107,666.19
FUND 404	SOLID WASTE UTILITY FUND				
Division:	000				
WASTEWORX REFUND		12024WW-112117	253858	REFUND 12024WW OVERPAYMENT	\$225.00
UNASSIGNED TOTAL ****					\$225.00
Division:	431	SOLID WASTE ADMINISTRATION			
PARAMETRIX INC	P058444	03-40488	253853	LANDFILL MONITORING WORK PLAN	\$54,389.60
SOLID WASTE ADMINISTRATION TOTAL ****					\$54,389.60
Division:	432	SOLID WASTE COLLECTION			
BANK OF AMERICA		TXN00036521	254100	HARBOR FREIGHT TOOLS 49 - HOSE	\$69.48
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$220.62
CLAYTON WARD COMPANY		188301	253539	2017 DROP BOX RECYCLING SERVIC	\$10,200.00
		188302		PAPER RECYCLING- DECEMBER 2017	\$300.00
		88256	253797	CURBSIDE RECYCLING-DECEMBER	\$17,563.52
COMPLETE PEST PREVENTION INC		35796	253803	PEST CONTROL SRVCS-DECEMBER	\$59.73
EAGLE PRINTING & GRAPHIC DESIGN INC	S017606	46036	253812	TAX	\$59.52
	S017606			TRASH CAN HANGERS WITH WIRE HA	\$692.07
GTP INVESTMENTS LLC	P058743	404745305	254188	BADGER MTN LEASE FOR CITYY CEL	\$22.26
	P058743	404745306		BADGER MTN LEASE FOR CITYY CEL	\$312.50
RICHLAND ACE HARDWARE		214914	254205	NOZZLE/HOSE/REEL/RAINSUIT	\$148.74
RULE STEEL TANKS INC	S017666	0030688-IN	253870	6 YD STANDARD FRONT-LOAD	\$7,910.00
	S017666			4 YD STANDARD FRONT-LOAD	\$3,858.00
	S017666			FREIGHT	\$1,800.00
TOTER INC	S017720	65514930	254211	TOTER 96 GALLON GEN II LID #B9	\$904.10
	S017720			SHIPPING	\$193.12
	S017720			ADJUST FOR TAX	(\$0.01)
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$714.98
	P058714	9798924310		Wireless Charges December 2017	\$715.24
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$21.71
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$20.88
SOLID WASTE COLLECTION TOTAL ****					\$45,786.46



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VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 433 SOLID WASTE DISPOSAL					
ARAMARK UNIFORM SERVICES INC		12/17-934962000	253768	LINEN CHARGE FOR DECEMBER 2017	\$138.88
BANK OF AMERICA		TXN00036552	254100	ALG AIR 7BMJ6D - JMarlow W	\$129.00
		TXN00036566		Orbitz 7313305675107 -JMarlow	\$11.00
		TXN00036622		STAPLES -Frame	\$24.97
		TXN00036696		DELTA AIR 0067072052489 - JM	\$116.80
		TXN00036880		ROGERS SUPPLY - Refrigerant fi	\$304.60
		TXN00036892		STAPLES - Scale Supplies	\$142.56
		TXN00036896		BUILDERS HARDWARE AND SUP - LO	\$1,457.40
BLAIR, JEANNETTE		123117	253524	REIMB MILEAGE NOV-DEC 2017	\$59.71
BLUEROOM		2506232	253782	POL SERVICE-LANDFILL-DECT 2017	\$81.00
CAROLINA SOFTWARE	P058739	66952	253931	WasteWORKS Sw Support for 2018	\$500.00
CENTRAL MACHINERY SALES INC		RP00481	253532	LOADER RENTAL-FINAL	\$5,321.40
		WP11765		LOADER RENTAL-HAULING CHGS	\$162.90
		WP11870	253792	LOADER RENTAL-HAULING CHARGES	\$162.90
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$2,323.72
COMPLETE PEST PREVENTION INC		35769	253803	PEST CONTROL SRVCS-DECEMBER	\$97.74
COYOTE RIDGE CORRECTIONS CENTER		CRCC1712.529	253806	WORK CREW DECEMBER 2017	\$354.23
FASTENAL COMPANY		WARIC71950	253560	HWH SDS SCREW LIGHTS	\$27.76
FRONTIER	S017724	01/18 2061882614	253689	FRONTIER COMMUNICATIONS MONTHL	\$125.59
MITCHELL, FRANK		123117	253591	REIMB MILEAGE DEC 2017	\$22.47
ORRCO		403189	253850	USED OIL TESTING/PICK-UP/HAUL	\$240.00
		403268		USED OIL TESTING/PICK-UP/HAUL	\$275.00
		403843		USED OIL TESTING/PICK-UP/HAUL	\$270.00
		404271		USED OIL TESTING/PICK-UP/HAUL	\$270.00
		404803		USED OIL TESTING/PICK-UP/HAUL	\$180.00
		405849	254265	USED OIL TESTING/PICK-UP/HAUL	\$105.00
PARADISE BOTTLED WATER CO		12/17-LANDFILL	253852	BOTTLED WATER-DECEMBER	\$105.83
PARAMETRIX INC	P057762	03-40487	253853	2017 LANDFILL MONITORING,SAMPL	\$4,877.84
ROACH, ANNIKA		113017	253867	REIMB MILEAGE NOV 2017	\$26.22
		123117		REIMB MILEAGE DEC 2017	\$44.94
SANITAS TECHNOLOGIES		553918	254031	STATISTICAL SW RENEWAL-2018	\$395.00
US DEPARTMENT OF AGRICULTURE		3002594855	253896	USDA APHIS DEBT MGMT TEAM '17	\$5,480.76
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$54.20
	P058714	9798924310		Wireless Charges December 2017	\$52.41
XEROX CORPORATION		091834429	253905	LX5-694777 BASE/PRINTS-DEC	\$226.08
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$44.76
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$42.82
SOLID WASTE DISPOSAL TOTAL ****					\$24,255.49
SOLID WASTE UTILITY FUND Total ***					\$124,656.55



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VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 405		STORMWATER UTILITY FUND			
Division:	441	STORMWATER			
BANK OF AMERICA		TXN00036646	254100	RICKS F - CDR BRD QB170005	\$1.74
		TXN00036647		THE HOME DEPOT #4746 - Work Or	\$19.85
BC SALES CO INC		405929	253921	HI-VIZ GLOVES JET TRK # 3291	\$26.04
CENTRAL HOSE & FITTINGS INC		C000992	253531	COUPLING/NIPPLE	\$4.02
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$640.29
		12/2017-17	253795	#17 DROP BOX/STREET SWEEPINGS	\$750.00
CORE & MAIN LP		I177910	253546	SEWER PIPE/FLEX COUPLING	\$142.91
HERC RENTALS INC		29746339-001	253569	LIQUID PROPANE	\$33.80
RICHLAND ACE HARDWARE		214737	253610	STIHL MOTOMIX QUARTS	\$19.53
		214838	254016	50# CONCRETE MIX	\$20.83
SOLID WASTE SYSTEMS INC		0101911-IN	253879	ENZ TURBO NOZZLE VAC TRUCK	\$244.36
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$13.70
	P058714	9798924310		Wireless Charges December 2017	\$13.70
STORMWATER TOTAL ****					\$1,930.77
STORMWATER UTILITY FUND Total ***					\$1,930.77
FUND 407		MEDICAL SERVICES FUND			
Division:	121	AMBULANCE			
ARROW INTERNATIONAL	P058603	95365510	253515	9018, EZ-IO NEEDLE SET, 15 MM	\$550.00
	P058603			ESTIMATED SHIPPING CHARGES	\$8.55
BANK OF AMERICA		TXN00036778	254100	NORTHERN TOOL - MEDIC BINS	\$120.30
		TXN00036899		MARKETLAB - MEDIC DRWRS/BINS	\$227.20
BENTON COUNTY FIRE DIST 1		2018-06	253658	MPD ASST ANNUAL ASSESSMENT-58	\$1,966.20
BOUND TREE MEDICAL LLC		82704433	253527	SALINE/TEST STRIPS/BIOHAZ BAGS	\$860.04
		82707490		GLOVES/SALINE/LARYNGOSCOPE	\$171.71
		82707491		KETAMINE	\$386.97
		82713101		SALINE	\$883.68
		82718275		IV SET/SALINE	\$360.92
CARDINAL HEALTH 411 INC		2700528	253788	GLUCAGEN/LIDOCAINE	\$165.16
		2717929		EPINEPHERINE/QUELICIN/GLUCAGEN	\$920.63
CHAPLAIN SERVICES NETWORK		RFD-12312017	253535	CHAPLAIN SRVCS OCT-DEC 2017	\$1,338.75
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$967.10
COLUMBIA BASIN COLLEGE	P058763	28458	254234	ACLS, PALS AND/OR AIRWAY - FAL	\$201.60
	P058763			ACLS, PALS AND/OR AIRWAY - FAL	\$84.00
	P058763			ACLS, PALS AND/OR AIRWAY - FAL	\$201.60
COLUMBIA INDUSTRIES SUPPORT LLC		0058793	253544	ON SITE SHREDDING WO #0093568	\$31.72
		0059933	253800	ON SITE SHREDDING WO #0095750	\$31.72
EMERGENCY REPORTING		2017_7322	254177	ERS SUBSCRIPTION-JANUARY	\$448.28



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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EMERGENCY REPORTING		2107_8328	254177	ERS SUBSCRIPTION-FEBRUARY	\$448.28
IMAGETREND INC	P058554	109241	253574	Software Licensing Agreement f	\$5,734.37
LIFE ASSIST INC		833914	253711	LIDOCAINE/ATROPINE/ETOMIDATE	\$183.45
ON SCENE MEDICAL SERVICES, P.C.	P058766	00357	254264	TB TESTING AND FLU VACCINES	\$1,250.00
	P058766	00488		ANNUAL RESPIRATORY QUESTIONNAI	\$780.00
OXARC INC		30191104	253597	MEDICAL OXYGEN	\$49.88
		30196783		MEDICAL OXYGEN	\$73.17
		30200871		MEDICAL OXYGEN	\$272.67
		30201122		MEDICAL OXYGEN	\$51.56
		30205348		MEDICAL OXYGEN	\$42.12
		30213064		MEDICAL OXYGEN	\$93.75
		30216325		MEDICAL OXYGEN	\$26.59
		30228523		MEDICAL OXYGEN	\$68.78
		30231927		MEDICAL OXYGEN	\$96.47
PHYSIO-CONTROL INC		417191629	253603	LUCAS HARD CARRYING CASE	\$733.06
		418001672	254009	LIFEPAK MAINT 1/1-12/31/18	\$8,457.78
PUBLIC SAFETY TESTING INC		2017-8054	253860	4TH QTR 2017 SUBSCRIPTION FEES	\$128.90
SEA WESTERN INC		202876	253618	LION PANTS/HAIX BOOTS	\$1,063.74
STERICYCLE INC		3004094590	253622	BIO WASTE DISPOSAL FEE	\$47.03
TARGETSOLUTIONS LEARNING, LLC		INV00000021530	253883	Target Solutions Platform Prem	\$1,925.09
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$35.12
	P058636			Verizon Charges November 2017	\$344.30
	P058714	9798924310		Wireless Charges December 2017	\$344.31
	P058714			Wireless Charges December 2017	\$35.12
AMBULANCE TOTAL ****					\$32,211.67
MEDICAL SERVICES FUND Total ***					\$32,211.67
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$250.06
PARAMOUNT COMMUNICATIONS INC	P058538	33900 RETAINAGE	254202	Emergency restoration of damag	\$598.20
POCKETINET COMMUNICATIONS INC	P058327	220512	253857	FIBER BUILD TO MICHELE'S EVENT	\$4,616.95
PTARMIGAN SOFTWARE INC	P058689	731	254204	Support and Mntnc for Condor	\$2,400.00
BROADBAND ADMINISTRATION TOTAL ****					\$7,865.21
BROADBAND FUND Total ***					\$7,865.21
FUND 501	CENTRAL STORES FUND				
Division:	000				
BANK OF AMERICA		TXN00036978	254100	HOME DEPOT/CONCRETE FOR STOCK	\$318.55
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P058622	3627-586137	253943	LAMP, FLR 32W 6" 4 PIN PLUGIN	\$64.12



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P058622	3627-586137	253943	ADJUST FOR TAX	(\$0.01)
	P058622			LAMP, FLR 42W, 6" 4PIN PLUGIN	\$58.10
	P058622			LAMP, FLR, 26W,5" 4 PIN PLUGIN	\$69.72
	P058622			LAMP, FLR, 54W, T5	\$167.68
	P058622			LAMP, FLR, 32W, 48" BIPIN T8	\$549.95
	P058622			LAMP, FLR 86W, 96" DC T8	\$718.39
	P058622			LAMP, FLR, 13W, 7" 4 PIN	\$35.30
	P058622	3627-586781		LAMP, FLR, 32W, 48" BIPIN T8	\$137.49
GRAINGER	P058630	9652330862	253823	PLIERS, 6" LONG NOSE W/SPRING,	\$322.87
	P058630			KNIFE, SLITTING, 2 5/8" CURVED	\$327.32
	P058630			SCREWDRIVER,PHILLIPS, #1 X 3",	\$185.40
	P058630			PLIERS, SIDECUTERS, 9" HIGH-	\$816.29
	P058630			SCREWDRIVER,SLOTTED, 3/8"X 8",	\$376.71
	P058630			SCREWDRIVER,PHILLIPS, #2 X 4",	\$217.20
	P058630			SCREWDRIVER,SLOTTED, 1/4"X 4",	\$255.69
	P058630			PLIERS, 7" DIAGONAL HEAVY DUTY	\$299.74
	P058630			SCREWDRIVER,PHILLIPS, #3 X 6",	\$118.74
	P058630			SCREWDRIVER,SLOTTED, 3/8"X 8",	\$131.23
HORIZON DISTRIBUTION INC	P058629	119877	253829	SCREWDRIVER,SLOTTED,3/16"X 4",	\$62.49
	P058629			SCREWDRIVER,SLOTTED,5/16"X 6",	\$27.61
	P058629			PLIERS, COMBIN. SLIP JOINT 6",	\$152.15
	P058629			PLIERS, 10" TONGUE & GROOVE,	\$153.34
	P058629	121743	254190	SCREWDRIVER,SLOTTED,3/16"X 4",	\$80.34
	P058629			SCREWDRIVER,SLOTTED,5/16"X 6",	\$234.65
WALTER E NELSON CO	P058614	346506	253638	CUP STYROFOAM, 6OZ, 25 CUPS/	\$153.13
	P058614			FUEL SURCHARGE	\$5.42
	P058614			TISSUE, TOILET JUMBO ROLL 2PLY	\$576.54
	P058614			TISSUE,FACIAL 2-PLY 125 SHT/BX	\$599.04
	P058614			TISSUE, TOILET, 2PLY, EMBOSSED	\$1,206.27
	P058614			TOWEL, MULTIFOLD, WHITE, 2-PLY	\$1,572.53
	P058614	347103		TOWEL,SINGLEFOLD, WHITE, 1-PLY	\$821.19
UNASSIGNED TOTAL ****					\$10,815.18
CENTRAL STORES FUND Total ***					\$10,815.18
FUND	502	EQUIPMENT MAINTENANCE FUND			
Division:	214	EQUIPMENT MAINTENANCE			
A & E TOWING LLC		3157	253644	TOW CHARGE VEH 3288 WO 49182	\$144.43
		3159	253910	TOW CHARGE VEH 3315 WO 49337	\$1,629.00
		3160	254220	TOW CHARGE VEH 3277 WO 49403	\$217.20
ALLDATA LLC		611538/2018	253649	ALLDATA ANNUAL SUBSCRIPTION	\$1,629.00
APPLIED INDUSTRIAL TECH INC		7012208627	253514	CHARLYNN VEH 6590 WO 49035	\$828.34



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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ATOMIC AUTO BODY INC		32758	253517	BODY REPAIR VEH 2468 WO 48396	\$16,150.50
		32992	253770	BODY REPAIR VEH 2471 WO 48850	\$1,686.15
		33066	253517	SUBLET VEH 2439 WO 49202	\$203.63
AUTOZONE		3733159812	253916	HOSE ASSY VEH CREDIT WO CREDIT	(\$67.39)
		3733160686	253655	FLEX HONE VEH 3333 WO 49077	\$67.31
		3733163378	253916	HUB BEARING VEH 2349 WO 49310	\$228.04
		3733163385		TRANS FILTER VEH 2349 WO 49310	\$18.67
		3733163401		SHOP TOOLS	\$243.24
		3733163406		SMALL TOOLS	\$19.24
		3733163915		BRKE DRUM VEH 2314 WO 49338	\$78.17
		3733163919		STARTER VEH 2258 WO 49322	\$70.36
		3733164039		HUB BEARING VEH 3267 WO 49327	\$358.92
		3733164045		BRK PADS VEH 2314 WO 49338	\$34.70
		3733169687	254168	OIL PAN PLUG VEH 2303 WO 49418	\$23.54
		3733172230	254224	DSL EXHST FL VEH 7157 WO 49439	\$97.63
B AND B TRAILERS LLC		2575	253918	BRK LN FTNG VEH 4121 WO 49292	\$2.17
BANK OF AMERICA		TXN00036553	254100	HOME DEPOT - SHOP LADDER	\$221.52
		TXN00036568		ROCK-IT RADIO - VEH#3268 BU CA	\$108.60
		TXN00036604		DEL CITY - Purchase	\$100.93
		TXN00036644		Amazon.com - Purchase	\$73.84
		TXN00036722		STRICTLY TOOLBOXES/TOOLBOXES	\$6,910.00
		TXN00036728		WA DOL59907 SERVICEFEE - Purch	\$2.00
		TXN00036729		WA DOL LIC & REG 59907 - Purch	\$47.25
		TXN00036799		NPI/RAM MOUNTS - Purchase	\$255.11
		TXN00036981		MAINGATE INC - Purchase	\$82.53
BUSH CAR WASH		4845	253529	VEHICLE WASHES-DECEMBER	\$49.00
CASCADE FIRE EQUIPMENT CORP DBA		121509	253932	SWTCH DR KIT VEH 5029 WO 49346	\$326.89
CENTRAL HOSE & FITTINGS INC		C001603	253933	HYD HOSE VEH 6582 WO 49298	\$88.81
		C001662		MORS-MB VEH 3203 WO 49339	\$7.07
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$2,181.31
COAST CRANE COMPANY		817996	253540	REPLACE HOOK VEH 2460 WO 49211	\$104.77
		817998		A2B REEL VEH 3306 WO 49213	\$247.06
		817999		A2B REEL VEH 3302 WO 49217	\$337.67
COLEMAN OIL COMPANY		0461573-IN	253672	LANDFILL DIESEL DYED	\$2,638.38
		0462571-IN	253940	LANDFILL DIESEL DYED	\$3,875.01
		0463176-IN	254233	LANDFILL DIESEL DYED	\$2,617.63
		461358B-IN	253542	LANDFILL DIESEL DYED	\$2,832.32
		CL53726	253799	CARD LOCK FUEL 12/25-12/31/17	\$11,019.89
		CL60144	253672	CARD LOCK FUEL 1/1-1/7/18	\$11,291.54
		CL60993	253940	CARD LOCK FUEL 1/8-1/14/2018	\$14,143.57
		CL62201	254175	CARD LOCK FUEL 1/15-1/21/2018	\$13,464.59



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CONNELL OIL INC		0205299-IN	253545	LUBE PRODUCTS	\$1,114.56
		0207197-IN	253942	GEAR OIL VEH 5042 WO 49299	\$182.83
		C191247-IN	253804	LUBE PRODUCTS	\$955.87
CORWIN OF PASCO LLC		411732	253945	COVER VEH 2450 WO 49390	\$14.01
CUMMINS, INC		009-97439	253946	EGR VALVE VEH 3284 CORE CREDIT	(\$135.76)
		009-97678		HARNES/CONN VEH 3222 WO 49052	\$127.25
		009-98077		OIL PN GSKT VEH 5033 WO 49366	\$53.79
DAY WIRELESS SYSTEMS		449753	253550	MAGNETIC MIC VEH 2472 WO 49083	\$361.09
		450005		SPEAKER MIC VEH 2442 WO 49209	\$81.46
FAST SIGNS		139-56562	253559	VINYL WRAP VEH 2468 WO 48396	\$322.54
		139-56572		VEH NUMBERS VEH 3341 WO 49155	\$35.40
		139-56591	253687	VEH NUMBERS VEH 2471 WO 48850	\$27.15
		139-56641	253957	VEH NUMBERS VEH 2468 WO 48396	\$27.15
		139-56676	254243	VEH NUMBERS VEH 4113 WO 49429	\$27.15
FASTENAL COMPANY		WARIC72236	253958	METAL KIT VEH 3341 WO 49155	\$65.96
		WARIC72310	253688	GAS SPRINGS VEH 2376 WO 49324	\$134.66
		WARIC72473	253958	TRK BOX DR VEH 3330 WO 48934	\$188.96
		WARIC72606	254244	OIL SEAL VEH 0072 WO 49400	\$176.28
FINAL TOUCH UPHOLSTERY		0031365	253959	SEAT REPAIR VEH 3340 WO 49342	\$217.20
GENERAL FIRE APPARATUS		1672	254183	BRACKET VEH 3271 WO 49423	\$313.58
GENUINE AUTO GLASS OF TRI CITIES LLC		625556	253965	WS TINT VEH 3205 WO 49408	\$129.36
		626608	253563	WS TINT VEH 2383 WO 49157	\$158.25
HD INDUSTRIES INC		26195	253567	DOOR BEARING VEH 3247 WO 49129	\$31.43
HUGHES FIRE EQUIPMENT, INC.		520487	253572	TAGS VEH 5047 WO 49169	\$41.27
		520490		PUMPER VEH 5047 WO 49169	\$101.40
		520761	253972	SHLF CMPTMNT VEH 5047 WO 49354	\$429.65
		00054701	254192	LABOR/PARTS VEH 3280 WO 49325	\$125.25
JIM'S PACIFIC GARAGES INC		X100094285	253580	TRK AUTO SOC VEH 6000 WO 49268	\$210.37
		X100094287		TRK AUTO SOC VEH 3341 WO 49272	\$210.37
		X100104586	253982	SLACK ADJ VEH 3321 WO 49179	\$400.56
		X100105458	254251	PWR STRG RES VEH 3306 WO 49282	\$166.14
		R276944	254252	SEAL VEH 0072 WO 49400	\$39.11
KAMAN INDUSTRIAL TECHNOLOGIES		PASCM12079604	253985	VALVE VEH 3312 WO CREDIT	(\$24.63)
KENWORTH SALES COMPANY		PASIN2647985		BRAKES VEH 3311 WO 49215	\$480.79
		PASIN2647989		FILTER VEH 3219 WO 49265	\$50.43
		PASIN2664337		FILTER VEH 3333 WO 49385	\$36.97
		PASIN2664345		FILTER VEH 3335 WO 49386	\$36.97
		PASIN2664349		FILTER VEH 3337 WO 49387	\$36.97
		PASIN2665620	254195	SMALL TOOLS	\$31.61
		PASIN2669009	254254	CHAMBER VEH 3280 WO 49325	\$46.19
		458203	254258	REAR DIFF VEH 3288 WO 49182	\$2,942.10
MCCURLEY CHEVROLET					



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MCCURLEY CHEVROLET		458364	253995	DETAIL VEH 2380 WO 49183	\$285.62
		458884		DETAIL VEH 2360 WO 49326	\$285.62
		459558	254197	DETAIL VEH 2418 WO 49414	\$285.62
		937418	253995	FILTER/FLUID VEH 1204 WO 49261	\$152.70
		937420	253714	62 FLUID VEH 1204 WO 49261	\$43.85
		937423	253995	FILTER/FLUID VEH 1203 WO 49262	\$82.48
		937425		FILTER/FLUID VEH 1205 WO 49293	\$82.48
		937426		FILTER/FLUID VEH 1206 WO 49294	\$82.48
		937427		FILTER/FLUID VEH 1211 WO 49267	\$84.65
		937428		FILTER/FLUID VEH 1382 WO 49266	\$88.13
		937733		MTR/MODULE VEH 2380 WO 49308	\$239.70
		937799		1W-(S)MODU VEH 3264 WO 49343	\$496.12
		937835	254197	TANK/CAM VEH 3264 WO 49343	\$711.59
		937960	253995	SENSOR/GSKTS VEH 3319 WO 49344	\$95.16
		937962		HOSE VEH 2378 WO 48273	\$76.20
		937963		LUBRICANT VEH 1203 WO 49262	\$128.76
		938052		1W-(S)GENE VEH 3301 WO 49369	\$297.88
		938070	254197	MUFFLER VEH 3319 WO 49344	\$1,175.60
		938130	254258	CROSSM VEH 2342 WO 49358	\$202.83
		938212	253995	SHIELD/SEALS VEH 2342 WO 49358	\$56.21
		938214		HOSES VEH 1211 WO 49267	\$77.07
		938219	254197	BOLTS VEH 1211 WO 49267	\$10.25
		938301	254258	MODULE VEH 3277 WO 49403	\$545.54
		938360		COVER VEH 2303 WO 49418	\$47.46
		938473		FILTER/GSKT VEH 3288 WO 49441	\$66.40
		CM937418	253995	FLUID VEH CREDIT WO CREDIT	(\$111.75)
MOBILE FLEET SERVICE INC		1280100002	254001	FILTERS VEH 3341 WO 49155	\$225.59
MONARCH MACHINE & TOOL CO INC		A194115	254198	FUEL TNK RPR VEH 5033 WO 49366	\$87.97
		A194180	254262	FUEL TNK RPR VEH 5033 WO 49366	\$139.01
		D193830	254003	ALUM SHEET VEH 3341 WO 49155	\$27.15
		F193865		AIR INTK RPR VEH 3296 WO 49270	\$77.65
		F193944		BEARING DRVR VEH 5042 WO 49299	\$96.65
OXARC INC		F194047		PIN RMVL VEH 3280 WO 49325	\$135.75
		30246058	254006	SHOP SUPPLIES/GASSES	\$196.70
		60057323	253597	CYLINDER RENTAL-DECEMBER	\$158.47
PAPE' MATERIAL HANDLING		10765472	254007	TURBO CORE VEH CREDIT WO CREDI	(\$298.65)
		10779489		FILTERS VEH 7144 WO 49378	\$562.05
		80499		INJECTORS VEH 7108 WO 49341	\$5,609.74
		80543	253599	FUEL SENDER VEH 7142 WO 49199	\$867.41
		80594		TURBO VEH 7141 WO 49200	\$4,282.25
RICHLAND NAPA		385972	253612	U BOLT CHARGED IN ERROR	\$5.81



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		398478	253612	SLIDE VEH SLIDE WO	\$121.61
		401997		FILTER VEH 3334 WO 49069	\$73.46
		402001		FILTER VEH 3251 WO 49058	\$128.05
		402002		FILTER VEH 3219 WO 49057	\$76.15
		402006		FILTER VEH 3318 WO 49062	\$121.22
		402007		FILTER VEH 3327 WO 49073	\$13.67
		402010		FILTER VEH 2358 WO 49065	\$16.09
		402011		FILTER VEH 2425 WO 49066	\$17.44
		402012		FILTER VEH 2454 WO 49067	\$17.44
		402013		FILTER VEH 2474 WO 49068	\$17.44
		402323		BRK CLN VEH 6594 WO 49095	\$19.44
		402330		WARRANTY VEH WO WARRANTY	(\$56.30)
		402341		SUPPORT VEH 2376 WO 49085	\$47.76
		402365		WIPER VEH 2345 WO 49049	\$21.14
		402391		BATTERY VEH 2439 WO 49098	\$118.79
		402400		CORE VEH WO CREDIT	(\$9.56)
		402537		THERM VEH 2345 WO 49102	\$19.31
		402540		TOOL VEH 7146 WO 49121	\$20.08
		402541		SUPPORT VEH 2376 WO 49085	\$70.57
		402542		BRAKES VEH 3276 WO 48757	\$286.53
		402546		BRAKES VEH 3276 WO 48757	\$107.18
		402548		SLIDE VEH CREDIT WO CREDIT	(\$48.86)
		402553		MISC VEH SHOP WO SUPPLIES	\$80.57
		402554		MISC VEH SHOP WO SUPPLIES	\$48.12
		402555		SUPPORT VEH CREDIT WO CREDI	(\$47.76)
		402584		BRAKES VEH 3276 WO 48757	\$83.87
		402609		LAMP VEH 3285 WO 49128	\$12.47
		402610		BUSH VEH CREDIT WO CREDIT	(\$2.61)
		402615		CONN VEH 3276 WO 48757	\$24.50
		402624		filter VEH 5036 WO 49135	\$107.29
		402677		WIPER VEH 3248 WO 49144	\$13.01
		402799		VLV CORE VEH 3212 WO 49151	\$7.59
		402830		FUSE VEH 2468 WO 48396	\$26.24
		402851		FILTER VEH 2432 WO 49160	\$10.75
		402930		FILTER VEH 2469 WO 49168	\$10.75
		402938		FILTER VEH CREDIT WO	(\$41.04)
		402957		FILTER VEH 3318 WO 49062	\$10.93
		402963		BOLT/SEAL VEH 3276 WO 49172	\$97.02
		402969		GAS CAN VEH 71 WO 49064	\$18.99
		403064	254017	SHOCK VEH 3316 WO 49180	\$194.22
		403065		BLADE VEH 3316 WO 49180	\$11.64



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		403068	254017	U-BOLT VEH 2472 WO 49083	\$3.26
		403074		FILTER VEH 2380 WO 49184	\$14.18
		403102		BRK CLN VEH 3312 WO 49177	\$5.41
		403103		LIGHT VEH 3288 WO 49182	\$32.56
		403108		SENSOR VEH 2345 WO 49186	\$218.96
		403109		WIPERS VEH 2380 WO 49183	\$39.17
		403113		FILTER VEH 2448 WO 49191	\$10.75
		403115		BATTERY VEH 6595 WO 49189	\$107.81
		403124		DECAL VEH 7092 WO 49197	\$29.30
		403152		WIPER VEH 3251 WO 49195	\$14.10
		403156		TOGGLE VEH 3291 WO 49208	\$5.53
		403161		BELT VEH 2380 WO 49183	\$25.87
		403171		RELAY VEH 3291 WO 49208	\$21.07
		403181		GASKET VEH 3289 WO 49206	\$8.79
		403182		HARNESS VEH 2380 WO 49183	\$19.79
		403198		HOOK VEH 3331 WO 49212	\$92.17
		403225		TRL WIRE VEH 4114 WO 49214	\$31.06
		403226		FILTER VEH 1214 WO 49243	\$10.75
		403265		FILTER VEH 2450 WO 49257	\$16.94
		403266		FILTER VEH 2466 WO 49258	\$16.94
		403267		FILTER VEH 2447 WO 49256	\$16.94
		403268		FILTER VEH 2446 WO 49255	\$16.94
		403269		FILTER VEH 2444 WO 49254	\$10.75
		403270		FILTER VEH 2434 WO 49253	\$13.77
		403271		FILTER VEH 2430 WO 49252	\$16.94
		403273		FILTER VEH 2424 WO 49251	\$10.75
		403274		FILTER VEH 2413 WO 46250	\$14.18
		403275		FILTER VEH 1385 WO 49249	\$16.94
		403276		FILTER VEH 1384 WO 49248	\$16.94
		403278		FILTER VEH 1383 WO 49247	\$16.94
		403281		FILTER VEH 1212 WO 49242	\$16.94
		403282		FILTER VEH 1211 WO 49241	\$14.18
		403284		FILTER VEH 1213 WO 49244	\$16.94
		403285		FILTER VEH 1215 WO 49245	\$16.94
		403286		FILTER VEH 1382 WO 49246	\$13.16
		403287		FILTER VEH 1204 WO 49240	\$16.30
		403288		FILTER VEH 1203 WO 49239	\$16.30
		403289		FILTER VEH 1202 WO	\$16.30
		403291		FILTER VEH 2442 WO 49234	\$10.75
		403292		FILTER VEH 2441 WO 49231	\$10.75
		403315		CONN VEH 4114 WO 49214	\$11.39



City Of Richland

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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		403327	254017	FILTER VEH 2382 WO 49264	\$14.07
		403386		BRK CLN VEH 3219 WO 49265	\$29.24
		403404		FILTER VEH 2360 WO 49277	\$14.44
		403405		FILTER VEH 2394 WO 49278	\$14.18
		403406		FILTER VEH 3264 WO 49279	\$14.44
		403407		FILTER VEH 3326 WO 49280	\$13.67
		403408		FILTER VEH 3294 WO 49281	\$106.33
		403418		SOCKET VEH SHOP WO TOOLS	(\$13.30)
		403502		SWITCH VEH 5040 WO 49276	\$115.71
		403503		BATTERY VEH 7118 WO 49274	\$124.74
		403506		SOCKET VEH SHOP WO TOOLS	\$10.55
		403541		SEALANT VEH 3321 WO 49179	\$10.85
		403583		BLADE VEH 3306 WO 49282	\$11.64
		403587		ATF VEH 2349 WO 49310	\$47.96
		403590		DIS SYS VEH SHOP WO TOOLS	\$341.89
		403616		MISC VEH SHOP WO SUPPLIES	\$34.64
		403633		FILTER VEH 3404 WO 49317	\$14.18
		403634		FILTER VEH 3267 WO 49319	\$14.44
		403635		FILTER VEH 2387 WO 49318	\$16.49
		403639		SMALL TOOLS/WRNTY EXCHANGE	\$0.00
		403654		FILTER VEH 1206 WO 49320	\$3.42
		403655		FILTER VEH 1205 WO 49321	\$3.42
		403673		FILTER VEH 1104 WO 49330	\$24.03
		403674		WIPER VEH 2365 WO 49313	\$32.56
		403727		BULB VEH 1104 WO 49330	\$7.30
		403728		CLEAR RTV VEH 3341 WO 49155	\$4.70
		403729		WIPER VEH 3301 WO 49323	\$25.87
		403730		LAMP VEH 4111 WO 49290	\$2.47
		403745		FILTER VEH 2452 WO 49300	\$10.75
		403746		FILTER VEH 5036 WO 49301	\$71.18
		403747		FILTER VEH 5038 WO 49302	\$246.62
		403748		FILTER VEH 2372 WO 49305	\$16.49
		403753		WIPER VEH 3319 WO 49344	\$25.87
		403754		FILTER VEH 3319 WO 49345	\$14.18
		403796		BRK CLN VEH 1382 WO 49266	\$8.11
		403798	254269	BRAKS PTS VEH 1203 WO 49262	\$180.80
		403812	254017	BRK CLN VEH 3203 WO 49339	\$23.29
		403914	254269	FLOOR DRY VEH 5033 WO 49366	\$48.92
		403917		BRK CLN VEH 1203 WO 49262	\$16.22
		403921		BRK CLN VEH 7152 WO 49225	\$16.22
		403945		BRK CLN VEH 5042 WO 49299	\$32.45



City Of Richland

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From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		403946	254269	SOLENOID VEH 2468 WO 48396	\$37.67
		403957		FLAP WHL VEH 3280 WO 49325	\$15.28
		404002		LAMP VEH 3336 WO 49220	\$179.02
		404040		FILTER VEH 1106 WO 49391	\$3.42
		404043		OIL/MISC VEH 2378 WO 48273	\$412.63
		404057		HOSE VEH 4131 WO 49376	\$22.05
		404058		FILTER VEH 3285 WO 49382	\$112.28
		404059		FILTER VEH 3283 WO 49381	\$112.28
		404060		FILTER VEH 3280 WO 49380	\$114.49
		404061		FILTER VEH 2303 WO 49379	\$15.36
		404062		FILTER VEH 3312 WO 49383	\$59.70
		404069		FILTER VEH 3337 WO 49387	\$124.15
		404082		LAMP VEH 4137 WO 49393	\$25.71
		404083		LAMP VEH 4137 WO 49393	\$1.81
		404093		FILTER VEH 3280 WO 49380	\$5.69
		404099		WHL SEAL VEH 2378 WO 48273	\$23.29
		404113		BRK CLN VEH 1206 WO 49294	\$10.82
		404115		AXEL COV VEH 2378 WO 48273	\$6.82
		404118		WIPERS VEH 1206 WO 49320	\$25.72
		404119		BRK CLN VEH 3335 WO 49377	\$5.41
		404120		FILTER VEH 2378 WO 49397	\$14.18
		404128		WARR VEH WO WARR	(\$167.74)
		404152		75W90 VEH 2342 WO 49358	\$65.78
		404164		LAMP VEH 3304 WO 49406	\$12.16
		404171		BATTERY VEH 2378 WO 49397	\$131.29
		404178		BRAKES VEH 2432 WO 49407	\$614.73
		404200		STER PTS VEH 2303 WO 49418	\$727.29
		404211		TERM VEH 9500 WO CREDIT	(\$6.36)
		404218		TERM VEH 9500 WO 49411	\$76.50
		404247		FILTER VEH 2381 WO 49417	\$16.43
		404362		FILTER VEH 2420 WO 49425	\$13.77
		404606		FILTER VEH 3320 WO 49384	\$88.06
		404607		FILTER VEH 3333 WO 49385	\$124.15
		404608		FILTER VEH 3335 WO 49386	\$124.15
RIVER CITY TOWING INC		15990	253615	TOW CHARGE VEH 9500 WO 49259	\$48.87
RUSS DEAN INC		578884	254028	VENT LID VEH 4137 WO 49393	\$23.34
RWC INTERNATIONAL LTD		42018Y	254029	TANK SURGE VEH 5042 WO 49299	\$640.99
SNAP ON INDUSTRIAL		ARV/34678532	253878	SHOP TOOLS	\$38.27
		ARV/34733420		SHOP TOOLS	\$57.28
SOLID WASTE SYSTEMS INC		0101893-IN	253620	BEARING 1" VEH 3333 WO 49077	\$70.85
		0102067-IN		NUT/JAM VEH 3336 WO 49210	\$54.09



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SOLID WASTE SYSTEMS INC		0102575-IN	254275	LOADER ARM VEH 3333 WO 49077	\$4,326.53
		0102587-IN		BUSHING VEH 3333 WO 49077	\$15.38
		0102595-IN		CONTURA VEH 7146 WO 49421	\$90.16
		0102619-IN		TANK/FILTERS VEH 7146 WO 49421	\$1,010.37
TACOMA SCREW PRODUCTS INC		22198052	253739	PNTRTNG OIL VEH 7146 WO 49216	\$79.85
		22198053		PNTRTNG OIL VEH 7152 WO 49225	\$31.26
		22198417		HEX SCREWS VEH 6582 WO 49298	\$39.41
		22198462		FLAP WHEELS VEH 3333 WO 49077	\$55.64
		22198974	254038	PENTRTNG OIL VEH 7152 WO 49225	\$20.37
		22199453	254208	NUTS/SCREWS/PINS/WASHERS	\$115.80
		22199568	254277	SAWZALL BLDS VEH 3280 WO 49325	\$91.54
		22199698		EXTRACTOR VEH 2380 WO 49308	\$20.13
		2405838	254039	CNVLTD BRUSH VEH 6599 WO 49187	\$660.66
THERMO KING NORTHWEST, INC DBA TIRE FACTORY INC		02-126788	254040	ALIGNMENT VEH 3280 WO 49405	\$555.91
		03-127188	253628	BALANCE VEH 1212 WO 49170	\$28.73
		03-127313	254040	TIRES VEH 4114 WO 49214	\$276.52
		03-127314		TIRES VEH 2444 WO 49260	\$697.00
		03-127363		TRUCK RPR VEH 2380 WO 49404	\$22.75
		03-127376		TIRES VEH 3205 WO 49333	\$1,306.39
		03-127377		FLAT REPAIR VEH 7146 WO 49332	\$49.96
		03-127380		THRUST ALGN VEH 2447 WO 49334	\$81.94
		03-127404	254279	DISMOUNT VEH 9000 WO 49435	\$419.20
		03-127408	254040	FLAT REPAIR VEH 3320 WO 49100	\$109.14
		03-127409		TRUCK RPR VEH CREDIT WO CREDIT	(\$22.75)
		03-127410		TRUCK RPR VEH 2383 WO 49404	\$22.75
		03-127473		FLAT REPAIR VEH 3342 WO 49363	\$49.96
		03-127487		FLAT REPAIR VEH 3339 WO 49389	\$49.96
		03-127488	254279	TIRES VEH 7146 WO 49434	\$596.74
		03-127558		TIRES VEH 3335 WO 49430	\$1,401.96
		03-127560		MOUNT/DISMNT VEH 3244 WO 49431	\$87.42
		03-127561		MOUNT/DISMNT VEH 3203 WO 49432	\$89.32
		03-127564		WHEEL SWITCH VEH 3248 WO 49433	\$95.57
		03-127592		TIRES VEH 3285 WO 49437	\$653.20
TITAN TRUCK EQUIPMENT		1175583	254041	PWR CABLES VEH 2467 WO 49371	\$446.61
		1178630	254209	BTRY PRTCTR VEH 1385 WO 49416	\$322.84
		1178633		KEYLS ENTRY VEH 1213 WO 49415	\$534.84
		1180679		KEYLS ENTRY VEH 1385 WO 49416	\$224.69
		1184005	254280	TOM DNCHL VEH WRNTY WO CREDIT	(\$66.88)
		1186846		PSE LBR VEH 2472 WO ADD LABOR	\$488.70
		1192281-	253629	TX/FRT	\$126.92
		1195387	254041	FLR LINERS VEH 3404 WO 49356	\$163.17



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TITAN TRUCK EQUIPMENT		C75388	254280	MICRO PLSE VEH RPD WO CREDIT	(\$322.24)
TOM DENCHEL FORD		57857	253630	TPMS SEN VEH 1212 WO 49170	\$68.11
		57858		WNDW SWTCH VEH 2469 WO 49156	\$18.61
		57942	254042	OIL/GASKET VEH 3329 WO 49285	\$129.20
		57943		TPMS SENSR VEH 2432 WO 49283	\$68.11
		57963		REAR AXL OIL VEH 2447 WO 49295	\$121.94
		57969		ELMNT/ASSY VEH 5041 WO 49306	\$117.73
		57971		OIL/STD/GSKT VEH 2442 WO 49315	\$125.68
		57976		STUD/BLT/NUT VEH 2442 WO 49315	\$11.65
		58038	254210	BRACKET VEH 3334 WO 49340	\$118.88
		58069	254281	CALIPERS VEH 2432 WO 49407	\$299.32
		58099		OIL/SEALANT VEH 2420 WO 49424	\$226.43
		F1CS324433	254042	DOOR LCK VEH 2469 WO 49349	\$123.15
		F1CS324935		BRK CALIPERS VEH 2470 WO 49352	\$515.81
TRI CITIES BATTERY & AUTO REPAIR		122782	254044	BATTERY VEH 9500 WO 49193	\$71.67
TRUCKPRO HOLDING CORPORATION		06 254682	254045	NYLON BSHNG VEH 4114 WO 49214	\$2.39
		06 254832		MASTER CY VEH 4121 WO 49292	\$115.16
		06 254872		CONNECTOR VEH 4121 WO 49292	\$14.50
		06 254952		LIGHT BAR VEH 2342 WO 49358	\$245.29
		06 254955		GM BRG KIT VEH 2378 WO 48273	\$188.71
UNITED PARCEL SERVICE	S017752	000986641038	254213	GROUND PKG TO SKEETER BRUSH TR	\$15.58
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$246.39
	P058636			Verizon Charges November 2017	\$38.70
	P058714	9798924310		Wireless Charges December 2017	\$245.36
	P058714			Wireless Charges December 2017	\$38.70
WESTERN CASCADE CONTAINER LLC		WCC118003	254053	SEAL KIT VEH 3320 WO 49100	\$45.94
WESTERN PETERBILT INC		H285251	253641	RING-FAN VEH 3285 WO 48169	\$475.66
		H286907		CORE VEH CREDIT WO CREDIT	(\$146.61)
		H287526	253757	VALVE ROCKER VEH 3311 WO 49215	\$133.13
		H288154	254216	VALVE VEH 3335 WO 49377	\$57.66
		H288280		FAN VEH - WO BILLED IN ERROR	\$276.48
WESTERN STATES EQUIPMENT COMPANY		IN000538043	254055	HTR HOSE VEH 7138 WO 49296	\$1,759.15
		IN000538080		HYD PUMP VEH 7090 WO 49297	\$10,830.99
WESTERN SYSTEMS & FABRICATION INC		21706	253642	TUBE ASSMBLY VEH 3296 WO 49201	\$709.24
		21805	253758	BELT ASSY VEH 3284 WO 49275	\$163.06
		21843		TIP BAR CLNDR VEH 3280 WO49325	\$978.57
		21851	254056	BELT ASSY VEH 3283 WO 49286	\$163.06
		21914		STRAINER VEH 3255 WO 49348	\$189.28
		21939	254217	ELEMENTS VEH 3311 WO 49336	\$211.85
XEROX CORPORATION		091834476	253905	LX5-691298 BASE/PRINTS-DEC	\$190.99
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$71.85



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XO COMMUNICATIONS SERVICES LLC		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$68.79
EQUIPMENT MAINTENANCE TOTAL ****					\$167,550.97
EQUIPMENT MAINTENANCE FUND Total ***					\$167,550.97
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division:	215	EQUIPMENT REPLACEMENT			
BENTON COUNTY AUDITOR		3341 LICENSE	253773	TAX/LICENSE P057604 #3341	\$21,630.66
GRANDE TRUCK CENTER	P057604	127954	254186	ONE (1) 2017 MACK MODEL LR613R	\$250,969.90
MODERN MACHINERY CO INC	P058379	41221	253592	ONE (1) NEW 2017 PORTABLE RADI	\$96,409.65
PNC EQUIPMENT FINANCE, LLC		12/17-202415000	253726	202415000 LEASE/PMT 1	\$19,409.43
				202415000 LEASE/PMT 1	\$118,978.86
EQUIPMENT REPLACEMENT TOTAL ****					\$507,398.50
EQUIPMENT REPLACEMENT FUND Total ***					\$507,398.50
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
AT&T WIRELESS		12/17 2872432888	254099	287243288881 11/27-12/26/17	\$62.87
				287243288881 11/27-12/26/17	\$93.24
BANK OF AMERICA		TXN00036549	254100	STAPLES - 8x11 paper, packing	\$166.13
		TXN00036670		COURTYARD BY MARRIOTT - Innova	\$147.51
		TXN00036738		ULINE SHIP SUPPLIES - Bloodb	\$46.42
		TXN00036761		STAPLES - ointment eyewash,tap	\$67.22
		TXN00036785		STAPLES - paper,dawn,clorox wi	\$64.82
		TXN00036795		CROWS NEST BAR & GRILL - Good	\$23.55
		TXN00036803		STAPLES -burn gel, glue,steno	\$54.88
		TXN00036830		STAPLES - gauze pads	\$5.08
		TXN00036833		DES STATE PRINTER -2018 Standa	\$326.70
		TXN00036911		STAPLES - cord,sharpie,pen,tap	\$66.72
		TXN00036946		BENTON CO AUDITOR -PW recordin	\$241.90
		TXN00036963		SAFEWAY #0333 -Cookies - Thank	\$10.99
CITY OF RICHLAND		12/2017 DEC	254140	CITY UTILITY BILLS/DEC 2017	\$1,024.87
cloudPWR, LLC	P058759	1860	254219	BOX Enterprise License	\$130.32
	P058759			DES MASTER CONTRACT MANAGEMENT	\$1.80
DLT SOLUTIONS LLC	P058709	SI382173	254176	AutoCAD Civil 3D	\$8,839.17
	P058709			Autodesk AutoCAD Raster Design	\$338.77
	P058709			Autodesk AutoCAD Map 3D	\$1,695.90
IMT INC		9349	253830	SUNDANCE ESTATES M17276	\$312.50
MELTON, MARK		011018	253998	REIMB MEETING EXPENSE	\$12.99
TRANSOFT SOLUTIONS INC	P058661	130420	253747	Autoturn SL Map Renewal 1 Year	\$810.00
VERIZON WIRELESS	P058636	9797121748	254050	Verizon Charges November 2017	\$539.09



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P058714	9798924310	254050	Wireless Charges December 2017	\$536.51
WATER SOLUTIONS INC		17564	254051	3 WTR MACHINES -DECEMBER 2017	\$76.01
XEROX CORPORATION		091834460	253905	LX5-690835 BASE/PRINTS-DEC	\$158.72
		091834461		LX5-692207 BASE/PRINTS-DEC	\$72.44
		091834462		MX4-343197 BASE/PRINTS-DEC	\$385.59
XO COMMUNICATIONS SERVICES LLC		0299101133	253908	PHONE CHARGES 12/08-1/07/18	\$193.69
		0300548267	254218	PHONE CHARGES 1/1-1/31/18	\$185.91
PW ADMIN & ENGINEERING TOTAL ****					\$16,692.31
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$16,692.31
FUND 506	WORKERS COMPENSATION FUND				
Division:	221	WORKERS COMP INSURANCE RESERVE			
DEPARTMENT OF LABOR & INDUSTRIES		4TH QTR 2017 SELF	254144	4TH QTR 2017 SELF INSURANCE	\$46,907.21
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$46,907.21
WORKERS COMPENSATION FUND Total ***					\$46,907.21
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
BANK OF AMERICA		TXN00036744	254100	STARBUCKS-EMP WELLNESS PRG CAR	\$600.00
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2239611	253935	JANUARY 2018 ASO CHARGES	\$15,442.00
LIFE INSURANCE COMPANY OF NORTH AMERICA		1/2018-FLI051384	253991	FLI051384 PREMIUMS-JANUARY	\$10,293.37
		1/2018-LK030278		LK030278 PREMIUMS-JANUARY	\$11,177.97
		1/2018-OK807703		OK807703 PREMIUMS-JANUARY	\$3,304.01
MERCER (US) INC	P057474	102210003514	253588	PROVIDE BENEFITS CONSULTING AN	\$7,083.33
VERDE SERVICES INC		1240261	253898	4TH QTR 2017 COBRA/RETIREE	\$195.00
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$48,095.68
HEALTH CARE/BENEFITS PLAN Total ***					\$48,095.68
FUND 522	POST EMP HEALTHCARE PLAN				
Division:	224	POST EMPLOYMENT BENEFITS PRGM			
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2239611	253935	JANUARY 2018 ASO CHARGES	\$1,492.40
VERDE SERVICES INC		1240261	253898	4TH QTR 2017 COBRA/RETIREE	\$1,590.00
POST EMPLOYMENT BENEFITS PRGM TOTAL ****					\$3,082.40
POST EMP HEALTHCARE PLAN Total ***					\$3,082.40
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
BANK OF AMERICA		TXN00036698	254100	Refreshments for Fire/Police P	\$21.94



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00036700	254100	2 Coffee Travelers for Fire/Po	\$17.32
BENTON COUNTY FIRE DIST 1		2017-49	253521	FIRE PENSION NOVEMBER 2017	\$690.83
		2018-16	254133	FIRE PENSION DECEMBER 2017	\$690.83
BOWLS, DAVID		1226-122917	254065	NON COVERED MEDICAL	\$160.00
CARRICK, HENRY		1012-111017	254068	NON COVERED RX	\$24.67
CHINOOK FAMILY DENTAL CARE		120517JB	254069	NON COVERED DENTAL	\$152.10
LAHTI, ROGER P		1031-122717	254080	NON COVERED MEDICAL	\$520.00
		121217		NON COVERED RX	\$125.97
MATHESON, HAN & GIESA PLLC		120817TT	254083	NON COVERED DENTAL	\$157.14
MILL PLAIN MEDICAL & PHARMACY		121217HC	254085	NON COVERED RX	\$1,479.73
MULROY, JAMES P		JANUARY 2018	254087	MEDICARE PREMIUM/MULROY	\$134.00
RODGERS, GARY H			254088	MEDICARE PREMIUM/RODGERS	\$134.00
FIRE PENSION TOTAL ****					\$4,308.53
FIREMAN'S PENSION Total ***					\$4,308.53

FUND 612 POLICEMEN'S PENSION

Division: 217 POLICE PENSION

ANDERS, PETER	JAN 2018	254060	MEDICARE PREMIUM/ANDERS	\$121.00
ANDERSON DENTAL	092117DS	254061	NON COVERED DENTAL	\$473.00
	100617DS		NON COVERED DENTAL	\$48.40
BANK OF AMERICA	TXN00036698	254100	Refreshments for Fire/Police P	\$21.95
	TXN00036700		2 Coffee Travelers for Fire/Po	\$17.32
BATES, LAURIE VERN JR	JAN 2018	254062	MEDICARE PREMIUM/BATES	\$129.00
BEDEN, LARRY		254063	MEDICARE PREMIUM/BEDEN	\$129.00
BOLSTAD, BARRY	JANUARY 2018	254064	MEDICARE PREMIUM/BOLSTAD	\$134.00
BRUNSON, DALE A	JAN 2018	254066	MEDICARE PREMIUM/BRUNSON	\$111.00
BUSH, LEE	120417LB	254067	NON COVERED MEDICAL	\$433.97
	JAN 2018		MEDICARE PREMIUM/BUSH	\$116.00
	JAN 2018 AL		NON COVERED ASST LIVING	\$6,960.00
CLEAVENGER, MICHAEL	JAN 2018	254070	MEDICARE PREMIUM/CLEAVENGER	\$134.00
CLEAVENGER, WILL J		254071	MEDICARE PREMIUM/CLEAVENGER	\$120.00
CLEMENTS, JOHN M	010918	254072	REIMB TRAVEL EXP 4 APPT	\$259.82
	120817		REIMB TRAVEL EXP 4 APPT	\$346.32
	1226-0102JC		NON COVERED RX	\$102.06
	JAN 2018		MEDICARE PREMIUM/CLEMENTS	\$118.00
COUCH, LARRY		254073	MEDICARE PREMIUM/COUCH	\$133.00
DEMYER, JAMES J		254074	MEDICARE PREMIUM/DEMYER	\$134.00
DRIVER, DOUGLAS D		254075	MEDICARE PREMIUM/DRIVER	\$134.00
DUCHEMIN, ROGER		254076	MEDICARE PREMIUM/DUCHEMIN	\$127.00
GANLEY, JOHN M		254077	MEDICARE PREMIUM/GANLEY	\$119.00
HENAGER BLACK DENTISTRY	120517JG	254078	NON COVERED DENTAL	\$77.40



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HENAGER BLACK DENTISTRY		121917JG	254078	NON COVERED DENTAL	\$71.40
HIGGINS, FRED C		JAN 2018	254079	MEDICARE PREMIUM/HIGGINS	\$111.00
LARSON, SCOTT K			254081	MEDICARE PREMIUM/LARSON	\$134.00
LEWIS, DAVID L			254082	MEDICARE PREMIUM/LEWIS	\$109.00
MATHESON, HAN & GIESA PLLC		112217RM	254083	NON COVERED DENTAL	\$585.18
MID COLUMBIA DENTAL		112117LB	254084	NON COVERED DENTAL	\$490.50
MOORE, ROBERT		JAN 2018	254086	MEDICARE PREMIUM/MOORE	\$114.00
RX PHARMACY		102317WC	254089	NON COVERED RX	\$55.00
		1103-112717TR		NON COVERED RX	\$66.40
		1109-111517JC		NON COVERED RX	\$1,178.77
SPARKS, DAVID W		JAN 2018	254090	MEDICARE PREMIUM/SPARKS	\$118.00
TANNER, WILLIAM		FEB-APR 2018	254091	MEDICARE PREMIUM/TANNER	\$402.00
TAYLOR, RANDAL L		JAN 2018	254092	MEDICARE PREMIUM/TAYLOR	\$134.00
THOMAS, GERALD D			254093	MEDICARE PREMIUM/THOMAS	\$118.00
TURNER, ROY			254094	MEDICARE PREMIUM/TURNER	\$127.00
WILMOTH, ROD			254095	MEDICARE PREMIUM/WILMOTH	\$132.00
ZIMMERMAN, GERALD			254096	MEDICARE PREMIUM/ZIMMERMAN	\$118.00
POLICE PENSION TOTAL ****					\$14,563.49
POLICEMEN'S PENSION Total ***					\$14,563.49
FUND 632	UPTOWN BUSINESS IMP DISTRICT				
Division: 000					
UPTOWN BUSINESS IMPROVEMENT DISTRICT		UBID Q4 2017	253634	UBID Q4 2017 PAYMENT	\$2,943.45
UNASSIGNED TOTAL ****					\$2,943.45
UPTOWN BUSINESS IMP DISTRICT Total ***					\$2,943.45
FUND 633	DOWNTOWN BUSINESS IMP DISTRICT				
Division: 000					
RICHLAND DOWNTOWN BUSINESS IMPROVEMNT		DBID Q4 2017	253611	DBID Q4 2017 PAYMENT	\$1,954.40
UNASSIGNED TOTAL ****					\$1,954.40
DOWNTOWN BUSINESS IMP DISTRICT Total ***					\$1,954.40
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division: 600	SECOMM OPERATIONS GENERAL				
AT&T LONG DISTANCE		12/17 03030107210	253516	FAX LINES 11/21-12/22/17	\$33.66
BANK OF AMERICA		TXN00036536	254100	COSTCO WHSE #0486/WATER FOR SE	\$46.44
		TXN00036563		WM SUPERCENTER #3261/SNACKS FO	\$12.54
		TXN00036623		PSTC - 911 CARES/HEADSET BAGS	\$223.79
		TXN00036632		WM SUPERCENTER #3261/CRAFT SUP	\$108.94
		TXN00036642		VISTAPR VistaPrint.com/WELCOME	\$51.03



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00036653	254100	AMAZON MKTPLACE PMTS/CABLES AN	\$159.85
		TXN00036682		ANTHONY'S BANQUET & EVEN/EMPLO	\$146.00
		TXN00036723		PARTY CITY 981/BALLOONS FOR SE	\$39.62
		TXN00036732		PLATT ELECTRIC 006/CONDUIT FOR	\$13.43
		TXN00036767		WALMART/CLIPBOARDS	\$8.43
				WALMART/DISH SOAP	\$6.47
		TXN00036770		STAPLES/FIRST AID, DRY ERASE T	\$76.55
		TXN00036800		WAL-MART #3261/LIGHTERS FOR PI	\$2.70
		TXN00036890		BUSINESS TELECOM PRODUCTS/INTE	\$327.21
				BUSINESS TELECOM PRODUCTS/HAND	\$60.05
BIDDLE CONSULTING GROUP INC	P058667	56189	253661	RECRUITMENT TESTING RENEWAL 20	\$699.50
CENTURYLINK		0118/509-786-2112	254171	GENERAL 1/6-02/5/18	\$95.70
		0118-509-624-3863	254232	GENERAL 1/16-02/16/18	\$7.32
		1217-509-624-3863	253793	GENERAL 12/16-01/16/18	\$7.32
CITY OF KENNEWICK		013349	253936	1ST QTR 2018 BI-PIN S/W MAINT	\$429.75
COLEMAN OIL COMPANY		0461659-IN	253672	GENERATOR REFILL	\$151.98
CORPORATE TRANSLATION SERVICES INC		118524	253547	TRANSLATION SRVCS-DEC 2017	\$147.18
DEVRIES BUSINESS SERVICES		0093350	253552	SHREDDING SRVCS-12/28/2017	\$13.23
FRONTIER		01/18 5096281472	253962	GENERAL FOR 1/4-2/3/2018	\$70.68
		01/18 5096282600	254182	TELEPHONE CHARGE 01/10-2/9/18	\$998.78
IDENTITY AUTOMATION, LP	P058666	INV-018939	253692	TAX	\$129.00
	P058666			MULTI-FACTOR AUTHENTICATION	\$1,500.00
INFORMER SYSTEMS LLC	P058665	3914	253693	SCHEDULING SOFTWARE RENEWAL	\$2,203.20
INSEEGO NORTH AMERICA, LLC	P058590	S51793	253694	NETMOTION LICENSES (11)	\$2,329.47
	P058590			1 YEAR MOBILITY PREMIUM SOFTWA	\$414.85
INTERGRAPH CORPORATION	P058657	1-3336776551	254191	INTERGRAPH MAINTENANCE RENEWAL	\$92,487.65
	P058657			ADJUST FOR TAX	(\$0.01)
	P058657			INTERGRAPH MAINTENANCE RENEWAL	\$92,487.65
IVANTI, INC.	P058711	90703166	253976	SHAVLIK MAINTENANCE RENEWAL	\$546.67
J JESUS VERA ACEVEDO	P058561	H683679	253577	OFFICE MASTER YES SERIES HIGH	\$742.82
LANGUAGE LINE SERVICES LLC		4227857	253839	NONEMERGENCY TRANSLATION-DEC	\$5.43
MOON, TAE-IM PHD		011718	254199	PSYCH EVALUATION- OLSON	\$400.00
		011818		PSYCH EVALUATION- ESKILDSSEN	\$800.00
PROVENCHER, JODY		DEC 2017	253608	PROVENCHER DEC 2017 MILEAGE	\$17.23
SPRAGUE PEST SOLUTIONS		3392810	254206	JANUARY 2018 MONTHLY SERVICE	\$44.21
THE SALES GROUP, INC	P058569	121917-01	253625	PART # 4207RHLKS21	\$1,749.55
	P058569			PART # 4207RHLKS01	\$3,499.09
	P058569			PART # 5007RALUS01	\$1,826.65
	P058569			SHIPPING	\$347.52
	P058592	121917-02		3150HR OPERATOR, SWING ARMS, B	\$3,653.30
	P058592			3142R1 HIGHBACK, SWING ARMS, B	\$1,749.55



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THE SALES GROUP, INC	P058592	121917-02	253625	3142R1 HIGHBACK, SWING ARMS, B	\$1,749.55
	P058592			SHIPPING	\$347.52
VERIZON WIRELESS		9799354368	254214	CELL PHONES 12/07-1/06/18	\$464.17
WASHINGTON STATE PATROL		00065490	253640	ACCESS USER FEE 10/1-12/31/17	\$2,700.00
WATER SOLUTIONS INC		17594	253755	WATER FILTRATION 1/7-2/6/18	\$33.67
XEROX CORPORATION		091834455	253905	MX4-322159 BASE/PRINTS-DEC	\$117.65
SECOMM OPERATIONS GENERAL TOTAL ****					\$216,284.54
Division:	601	E911 OPERATIONS			
APOLLO SHEET METAL INC		940011631	253767	REPLACEMENT OF CONTROL BOARD	\$658.97
BANK OF AMERICA		TXN00036818	254100	DRI PLANTRONICS/REPLACEMENT OF	\$230.41
BIDDLE CONSULTING GROUP INC	P058667	56189	253661	RECRUITMENT TESTING RENEWAL 20	\$699.50
CENTURYLINK	P058697	100814745	253668	2018 INTRADO MAINTENANCE FROM	\$3,529.50
CORPORATE TRANSLATION SERVICES INC		118459	253547	TRANSLATION SRVCS-DEC 2017	\$254.53
INFORMER SYSTEMS LLC	P058665	3914	253693	SCHEDULING SOFTWARE RENEWAL	\$2,203.20
KING COUNTY FINANCE		2097847	253987	EMS ONLINE SUBSCRIPTION RENEWA	\$1,110.00
LANGUAGE LINE SERVICES LLC		4234104	253583	E911 TRANSLATION-DECEMBER	\$18.33
MOON, TAE-IM PHD		011718	254199	PSYCH EVALUATION- OLSON	\$400.00
THE SALES GROUP, INC	P058569	121917-01	253625	PART # 3142RL DEMO - CLOTH - S	\$863.37
VERIZON WIRELESS		9799354368	254214	CELL PHONES 12/07-1/06/18	\$147.75
E911 OPERATIONS TOTAL ****					\$10,115.56
Division:	602	SECOMM AGENCY			
APOLLO SHEET METAL INC		940011444	253767	HVAC MAINTENANCE 9/1/17	\$1,430.40
		940011696	253512	HVAC MAINTENANCE 12/1/17	\$1,430.40
BLUE MOUNTAIN FIRE PROTECTION INC		993	253781	5YR FIRE SPRINKLER INSPECTION	\$515.85
MID COLUMBIA CONSTRUCTION INC DBA		1065832	253845	SNOW REM/DE-ICER 12/24-12/29	\$207.70
SECOMM AGENCY TOTAL ****					\$3,584.35
SOUTHEAST COMMUNICATIONS CTR Total ***					\$229,984.45
FUND	642	800 MHZ PROJECT			
Division:	610	800 MHZ			
AMERIGAS		3072500306	253765	PROPANE REFILL-SILLUSI BUTTE	\$564.88
BANK OF AMERICA		TXN00036682	254100	ANTHONY'S BANQUET & EVEN/EMPLO	\$11.00
BENTON PUD		12/17-14900001	253523	UTILITY SRVCS 11/27-12/27/17	\$574.01
GENCORE CANDEO LTD	P058660	5034	253964	GENESIS SOFTWARE RENEWAL	\$7,063.34
IVANTI, INC.	P058711	90703166	253976	SHAVLIK MAINTENANCE RENEWAL	\$546.67
KLICKITAT COUNTY PUD		12/17-69552623	254150	GOLGATHA UTILITIES 11/30-12/29	\$287.50
800 MHZ TOTAL ****					\$9,047.40
800 MHZ PROJECT Total ***					\$9,047.40
FUND	643	EMERGENCY MANAGEMENT			



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 620 STATE / LOCAL ASSISTANCE					
APOLLO SHEET METAL INC		940011444	253767	HVAC MAINTENANCE 9/1/17	\$357.60
		940011631		REPLACEMENT OF CONTROL BOARD	\$164.74
		940011696	253512	HVAC MAINTENANCE 121/17	\$357.60
BANK OF AMERICA		TXN00036731	254100	WM SUPERCENTER #3261/POP FOR H	\$15.68
		TXN00036757		PANERA BREAD 601965/LUNCH PROV	\$348.33
BLUE MOUNTAIN FIRE PROTECTION INC		993	253781	5YR FIRE SPRINKLER INSPECTION	\$171.95
COLEMAN OIL COMPANY		0461659-IN	253672	GENERATOR REFILL	\$37.99
FORD MOTOR CREDIT COMPANY	P058737	1463565	253961	2018 LEASE PAYMENT: FORD EXPLO	\$1,665.70
FRONTIER		01/18 5096282600	254182	TELEPHONE CHARGE 01/10-2/9/18	\$249.69
IVANTI, INC.	P058711	90703166	253976	SHAVLIK MAINTENANCE RENEWAL	\$54.66
MID COLUMBIA CONSTRUCTION INC DBA		1065832	253845	SNOW REM/DE-ICER 12/24-12/29	\$51.92
ONSOLVE, LLC	P058721	ECN-029448	254005	CODE RED/IPAWS RENEWAL FOR	\$11,500.00
SPRAGUE PEST SOLUTIONS		3392810	254206	JANUARY 2018 MONTHLY SERVICE	\$11.05
VERIZON WIRELESS		9799354368	254214	CELL PHONES 12/07-1/06/18	\$99.11
XEROX CORPORATION		091834455	253905	MX4-322159 BASE/PRINTS-DEC	\$68.62
STATE / LOCAL ASSISTANCE TOTAL ****					\$15,154.64
Division: 621 RADIOLOGICAL EMGCY PREPAREDNES					
APOLLO SHEET METAL INC		940011444	253767	HVAC MAINTENANCE 9/1/17	\$357.60
		940011631		REPLACEMENT OF CONTROL BOARD	\$164.74
		940011696	253512	HVAC MAINTENANCE 121/17	\$357.60
BANK OF AMERICA		TXN00036770	254100	STAPLES/USB DRIVES	\$66.44
BLUE MOUNTAIN FIRE PROTECTION INC		993	253781	5YR FIRE SPRINKLER INSPECTION	\$171.95
COLEMAN OIL COMPANY		0461659-IN	253672	GENERATOR REFILL	\$38.00
DEVRIES BUSINESS SERVICES		0093350	253552	SHREDDING SRVCS-12/28/2017	\$8.82
FORD MOTOR CREDIT COMPANY	P058737	1463565	253961	2018 LEASE PAYMENT: FORD EXPLO	\$1,665.70
FRONTIER		01/18 5096282600	254182	TELEPHONE CHARGE 01/10-2/9/18	\$249.70
IVANTI, INC.	P058711	90703166	253976	SHAVLIK MAINTENANCE RENEWAL	\$328.00
MID COLUMBIA CONSTRUCTION INC DBA		1065832	253845	SNOW REM/DE-ICER 12/24-12/29	\$51.93
SPRAGUE PEST SOLUTIONS		3392810	254206	JANUARY 2018 MONTHLY SERVICE	\$11.05
UNITED PARCEL SERVICE	S017752	000986641038	254213	2 GROUND PKGS W/INSURANCE TO	\$130.08
	S017752			WEIGHT CORRECTION ON TWO PKGS	\$8.24
	S017752			GROUND PKG TO ARROW TECH FOR B	\$7.40
VERIZON WIRELESS		9799354368	254214	CELL PHONES 12/07-1/06/18	\$99.11
WATER SOLUTIONS INC		17594	253755	WATER FILTRATION 1/7-2/6/18	\$11.22
XEROX CORPORATION		091834455	253905	MX4-322159 BASE/PRINTS-DEC	\$68.63
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$3,796.21
Division: 622 DOE EMERGENCY PREPAREDNESS					
APOLLO SHEET METAL INC		940011444	253767	HVAC MAINTENANCE 9/1/17	\$357.60



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
APOLLO SHEET METAL INC		940011631	253767	REPLACEMENT OF CONTROL BOARD	\$164.74
		940011696	253512	HVAC MAINTENANCE 121/17	\$357.60
BLUE MOUNTAIN FIRE PROTECTION INC		993	253781	5YR FIRE SPRINKLER INSPECTION	\$171.95
COLEMAN OIL COMPANY		0461659-IN	253672	GENERATOR REFILL	\$37.99
FORD MOTOR CREDIT COMPANY	P058737	1463565	253961	2018 LEASE PAYMENT: FORD EXPLO	\$1,665.70
FRONTIER		01/18 5096282600	254182	TELEPHONE CHARGE 01/10-2/9/18	\$249.69
IVANTI, INC.	P058711	90703166	253976	SHAVLIK MAINTENANCE RENEWAL	\$54.67
MID COLUMBIA CONSTRUCTION INC DBA		1065832	253845	SNOW REM/DE-ICER 12/24-12/29	\$51.92
SPRAGUE PEST SOLUTIONS		3392810	254206	JANUARY 2018 MONTHLY SERVICE	\$11.05
VERIZON WIRELESS		9799354368	254214	CELL PHONES 12/07-1/06/18	\$99.11
WATER SOLUTIONS INC		17594	253755	WATER FILTRATION 1/7-2/6/18	\$11.22
XEROX CORPORATION		091834455	253905	MX4-322159 BASE/PRINTS-DEC	\$68.62

DOE EMERGENCY PREPAREDNESS TOTAL ******\$3,301.86****Division:** 623 JURISIDICITION

APOLLO SHEET METAL INC		940011444	253767	HVAC MAINTENANCE 9/1/17	\$357.60
		940011631		REPLACEMENT OF CONTROL BOARD	\$164.74
		940011696	253512	HVAC MAINTENANCE 121/17	\$357.60
AT&T LONG DISTANCE		12/17 03030107210	253516	FAX LINES 11/21-12/22/17	\$33.66
BANK OF AMERICA		TXN00036682	254100	ANTHONY'S BANQUET & EVEN/EMPLO	\$93.00
		TXN00036767		WALMART/DISH SOAP	\$6.46
		TXN00036800		WAL-MART #3261/LIGHTERS FOR PI	\$2.70
COLEMAN OIL COMPANY		0461659-IN	253672	GENERATOR REFILL	\$38.00
FRONTIER		01/18 5096282600	254182	TELEPHONE CHARGE 01/10-2/9/18	\$249.70
IVANTI, INC.	P058711	90703166	253976	SHAVLIK MAINTENANCE RENEWAL	\$109.33
MID COLUMBIA CONSTRUCTION INC DBA		1065832	253845	SNOW REM/DE-ICER 12/24-12/29	\$51.93
ONSOLVE, LLC	P058721	ECN-029448	254005	CODE RED/IPAWS RENEWAL FOR	\$10,500.00
SPRAGUE PEST SOLUTIONS		3392810	254206	JANUARY 2018 MONTHLY SERVICE	\$11.05
WATER SOLUTIONS INC		17594	253755	WATER FILTRATION 1/7-2/6/18	\$11.22
XEROX CORPORATION		091834455	253905	MX4-322159 BASE/PRINTS-DEC	\$68.63

JURISIDICITION TOTAL ******\$12,055.62****EMERGENCY MANAGEMENT Total *******\$34,308.33****FUND 644 MICRO-WAVE****Division:** 611 MICROWAVE

BANK OF AMERICA		TXN00036601	254100	AMAZON MKTPLACE PMTS/SERVER PO	\$19.99
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MICROWAVE TOTAL ******\$19.99****MICRO-WAVE Total *******\$19.99****FUND 803 UTILITY BILL CLEARING FUND****Division:** 000



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY14713	253696	Customer Refund	\$105.54
		CISPAY14714	253733	Customer Refund	\$0.75
		CISPAY14715	253701	Customer Refund	\$11.66
		CISPAY14716	253652	Customer Refund	\$5.26
		CISPAY14717	253745	Customer Refund	\$29.26
		CISPAY14718	253679	Customer Refund	\$79.88
		CISPAY14719	253682	Customer Refund	\$89.63
		CISPAY14720	253730	Customer Refund	\$47.56
		CISPAY14721	253725	Customer Refund	\$44.59
		CISPAY14722	253706	Customer Refund	\$301.96
		CISPAY14723	253715	Customer Refund	\$2.22
		CISPAY14724	253664	Customer Refund	\$0.05
		CISPAY14725	253707	Customer Refund	\$283.10
		CISPAY14726	253651	Customer Refund	\$23.46
		CISPAY14727	253708	Customer Refund	\$25.72
		CISPAY14728	253740	Customer Refund	\$13.78
		CISPAY14729	253761	Customer Refund	\$25.69
		CISPAY14730	253703	Customer Refund	\$38.87
		CISPAY14731	253705	Customer Refund	\$22.53
		CISPAY14732	253746	Customer Refund	\$15.51
		CISPAY14733	253699	Customer Refund	\$59.46
		CISPAY14734	253648	Customer Refund	\$17.78
		CISPAY14735	253713	Customer Refund	\$56.30
		CISPAY14736	253700	Customer Refund	\$53.85
		CISPAY14737	253677	Customer Refund	\$113.84
		CISPAY14738	253690	Customer Refund	\$37.87
		CISPAY14739	253736	Customer Refund	\$83.79
		CISPAY14741	253686	Customer Refund	\$110.56
		CISPAY14742	253666	Customer Refund	\$38.07
		CISPAY14743	253662	Customer Refund	\$3.10
		CISPAY14744	253749	Customer Refund	\$28.22
		CISPAY14745	253759	Customer Refund	\$41.65
		CISPAY14746	253712	Customer Refund	\$104.88
		CISPAY14747	253709	Customer Refund	\$104.59
		CISPAY14748	253702	Customer Refund	\$56.39
		CISPAY14749	253697	Customer Refund	\$95.02
		CISPAY14750	253663	CUSTOMER REFUND	\$55.74
		CISPAY14751	253914	Customer Refund	\$199.47
		CISPAY14752	253989	Customer Refund	\$106.13
		CISPAY14753	253941	Customer Refund	\$43.51



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY14753	253941	Customer Refund	\$91.56
				Customer Refund	\$45.50
				Customer Refund	\$24.23
		CISPAY14754	253951	Customer Refund	\$60.58
		CISPAY14756	253948	Customer Refund	\$277.94
		CISPAY14757	253984	Customer Refund	\$140.39
		CISPAY14758	254048	Customer Refund	\$154.91
		CISPAY14759	253978	Customer Refund	\$259.16
		CISPAY14760	253968	Customer Refund	\$96.77
		CISPAY14761	254027	Customer Refund	\$71.04
		CISPAY14762	253929	Customer Refund	\$29.15
		CISPAY14763	253981	Customer Refund	\$226.87
		CISPAY14764	254011	Customer Refund	\$18.11
		CISPAY14765	253973	Customer Refund	\$71.99
		CISPAY14766	253969	Customer Refund	\$18.05
		CISPAY14767	254026	Customer Refund	\$120.00
		CISPAY14768	254035	Customer Refund	\$101.07
		CISPAY14769	254002	Customer Refund	\$92.95
		CISPAY14770	253980	Customer Refund	\$140.00
		CISPAY14771	253913	Customer Refund	\$233.13
		CISPAY14772	253927	Customer Refund	\$100.00
		CISPAY14773	253992	Customer Refund	\$121.90
		CISPAY14774	253994	Customer Refund	\$100.93
		CISPAY14775	253986	Customer Refund	\$46.74
		CISPAY14776	254023	Customer Refund	\$34.84
		CISPAY14777	253963	Customer Refund	\$10.95
		CISPAY14778	254058	Customer Refund	\$56.80
		CISPAY14779	253956	Customer Refund	\$114.57
		CISPAY14780	253997	Customer Refund	\$29.44
		CISPAY14781	254030	Customer Refund	\$104.52
		CISPAY14782	254013	Customer Refund	\$35.11
		CISPAY14783	254033	Customer Refund	\$3.66
		CISPAY14784	253979	Customer Refund	\$29.20
		CISPAY14785	253988	Customer Refund	\$3.50
		CISPAY14786	254014	Customer Refund	\$88.09
		CISPAY14787	253983	Customer Refund	\$150.00
		CISPAY14788	254025	Customer Refund	\$9.26
		CISPAY14789	253949	Customer Refund	\$396.82
		CISPAY14790	253934	Customer Refund	\$179.22
		CISPAY14791	254047	Customer Refund	\$612.93



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY14792	253993	Customer Refund	\$105.88
		CISPAY14793	254057	Customer Refund	\$1.92
		CISPAY14794	253938	FROM CIS TO WW-PMNT ERROR	\$258.00
				Customer Refund	\$113.17
			254259	FROM CIS TO WW-PMNT ERROR	\$258.00
				Customer Refund	\$113.17
		CISPAY14795	253939	CIS TO WW-PMT APPLIED IN ERROR	\$369.37
				Customer Refund	\$38.85
			254236	Customer Refund	\$38.85
				CIS TO WW-PMT APPLIED IN ERROR	\$369.37
		CISPAY14796	254221	Customer Refund	\$10.98
		CISPAY14797	254273	Customer Refund	\$15.00
		CISPAY14798	254231	Customer Refund	\$96.96
		CISPAY14799	254266	Customer Refund	\$44.68
		CISPAY14800	254228	Customer Refund	\$2.84
		CISPAY14801	254255	Customer Refund	\$86.89
		CISPAY14802	254250	Customer Refund	\$16.01
		CISPAY14803	254230	Customer Refund	\$3.08
		CISPAY14804	254256	Customer Refund	\$2,978.18
		CISPAY14805	254278	Customer Refund	\$272.23
		CISPAY14806	254241	Customer Refund	\$11.40
		CISPAY14807	254242	Customer Refund	\$104.83
		CISPAY14808	254226	Customer Refund	\$21.73
		CISPAY14809	254248	Customer Refund	\$86.12
		CISPAY14810	254260	Customer Refund	\$81.95
		CISPAY14811	254223	Customer Refund	\$87.97
		CISPAY14812	254222	Customer Refund	\$28.17
		CISPAY14813	254225	Customer Refund	\$56.83
		CISPAY14814	254239	Customer Refund	\$155.95
UNASSIGNED TOTAL ****					\$12,907.50
UTILITY BILL CLEARING FUND Total ***					\$12,907.50



City Of Richland

VL-1 Voucher Listing

From: 1/8/2018 To: 1/26/2018

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

\$6,397,620.75

Number of Invoices

Amount

Vouchers In Richland	341	\$180,692.55
Vouchers In Tri Cities	217	\$641,237.56
Vouchers In WA	318	\$1,592,883.72
Vouchers Outside WA	1519	\$3,982,806.92
Vouchers Final Total.....	2395	\$6,397,620.75

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$696.86	0.01%
2	BENEFITS	\$129,469.60	2.02%
3	SUPPLIES	\$847,109.95	13.24%
4	OTHER SERVICES & CHARGES	\$1,665,653.30	26.04%
5	INTERGOVERNMENTAL SERVICES	\$248,212.91	3.88%
6	CAPITAL PROJECTS	\$2,391,603.48	37.38%
	MACHINERY & EQUIPMENT	\$656,543.94	10.26%
7	DEBT SERVICE PRINCIPAL	\$170,416.46	2.66%
8	INTEREST	\$24,228.38	0.38%
	REFUNDS	\$12,907.50	0.2%
9	INTERFUND SERVICES	\$31,890.12	0.5%
	INVENTORY PURCHASES	\$218,888.25	3.42%
	Total	\$6,397,620.75	