



Agenda
City Council Regular Meeting
Tuesday, February 20, 2018
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

1. Leslie Rd Substation Interconnection Status (10 minutes)
 - Bob Hammond, Energy Services Director
2. Discuss Meeting Agenda Items (15 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:

3. 2017 Fire and Emergency Services Annual Report (7 minutes)
 - Tom Huntington, Fire and Emergency Services Director
4. CityView Video: Fired Up Reading Program
 - Tom Huntington, Fire and Emergency Services Director

Public Hearing: (Please Limit Public Hearing Comments to 3 Minutes) Note: Records intended for Council consideration must be given to the City Clerk.

5. Proposed Increase in 2018 Budget Appropriations in the General Fund and Parks Construction Fund - Ordinance No. 14-18
 - Joe Schiessl, Parks and Public Facilities Director

Public Comments: (Please Limit Public Comments to 2 Minutes) Note: Records intended for Council consideration must be given to the City Clerk.

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

Minutes:

6. Approve the Minutes of the Meeting Held February 6, 2018
 - Marcia Hopkins, City Clerk

Ordinances - First Reading:

7. Ordinance No. 11-18, Amending Section 11.40.040 of the Richland Municipal Code related to Parking Restrictions
- Heather Kintzley, City Attorney
8. Ordinance No. 14-18, Increasing the 2018 Budget Appropriations in the General Fund and Parks Construction Fund
- Joe Schiessl, Parks and Public Facilities Director

Ordinances - Second Reading/Passage:

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

Resolutions – Adoption:

17. Resolution No. 23-18, Approving Distribution of 2018 Commercial Improvement Program (CIP) Funds
- Kerwin Jensen, Community Development Director
18. Resolution No. 24-18, Approving Distribution of 2018 Business License Reserve Funds (BLRF)
- Kerwin Jensen, Community Development Director
19. Resolution No. 27-18, Awarding Service Contracts to Intermountain Materials Testing and Geotechnical as well as Materials Testing and Inspection for Materials Testing Services
- Pete Rogalsky, Public Works Director

Items for Approval:

Expenditures - Approval:

20. Expenditures from January 29, 2018 - February 9, 2018 for \$8,039,946.94 including Check Nos. 254288-254588, Wire Nos. 6706-6725, Payroll Check Nos. 129988-130501, and Payroll Wire/ACH Nos. 10295-10317
- Cathleen Koch, Administrative Services Director

Items of Business:

21. Resolution 28-18, Accepting a Donation from Mr. James C. House to Renovate Basketball Courts at the Columbia Playfields
- Joe Schiessl, Parks and Public Facilities Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Agenda Item

Key Element:

Subject:

Leslie Rd Substation Interconnection Status (10 minutes)

Department:
Energy Services

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Presentations

Key Element: Key 1 - Financial Stability & Operational Effectiveness
Key 7 - Neighborhoods & Community Safety

Subject:

2017 Fire and Emergency Services Annual Report (7 minutes)

Department:

Fire & Emergency Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Review of services provided, growth trends, and performance indicator reporting for 2017.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Presentations

Key Element:

Subject:

CityView Video: Fired Up Reading Program

Department:

Assistant City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

CityView Video: Fire & Emergency Services Fired Up Reading Program

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Public Hearing

Key Element: Key 6 - Community Amenities

Subject:

Proposed Increase in 2018 Budget Appropriations in the General Fund and Parks Construction Fund - Ordinance No. 14-18

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

14-18

Document Type:

Ordinance

Recommended Motion:

None.

Summary:

Please refer to the staff report associated with Ordinance No. 14-18 on tonight's agenda.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes of the Meeting Held February 6, 2018

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the Minutes of the Meeting Held February 6, 2018.

Summary:

None.

Fiscal Impact:

None.

Attachments:

I. Draft 020618 Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, February 6, 2018

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

Mayor Thompson called the pre-meeting to order at 7:00 p.m. in the City Manager's Conference Room in the City Hall Annex building.

Attendance:

Mayor Robert Thompson, Mayor Pro Tem Terry Christensen, Councilmembers Lemley, Anderson, Kent, Alvarez and Lukson were present.

Also present were City Attorney Kintzley and Energy Services Director Hammond.

Agenda Item

1. NEMS Market Power Update

Mr. Hammond gave details on the NEMS market power purchasing.

2. Discuss Meeting Agenda Items

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

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

MAYOR THOMPSON MOVED AND MAYOR PRO TEM CHRISTENSEN SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 7:17 P.M. TO DISCUSS PER RCW 42.30.110 (1)(i)(ii): CURRENT OR POTENTIAL LITIGATION WITH LEGAL COUNSEL FOR 10 MINUTES. THE MOTION CARRIED 7-0.

COUNCILMEMBER ANDERSON MOVED AND MAYOR THOMPSON SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:27 P.M. THE MOTION CARRIED 7-0.

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

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

Welcome and Roll Call

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

Attendance:

Mayor Thompson, Mayor Pro Tem Terry Christensen, Lemley, Anderson, Kent, Alvarez and Lukson were present.

Also present were Energy Services Director and Acting City Manager Hammond, 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, Police Services Director Skinner, Finance Director Allen and City Clerk Hopkins.

Pledge of Allegiance

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

Approval of Agenda

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 7-0.

Presentations

4. New Hire/Retirements (5 minutes)

Ms. Jubb announced two retiring employees, John Stucki, Fire Captain, with 34 years of service and Gordon Minter, Firefighter, with 31 years of service. She also introduces new hires: Darren Larpenteur, Firefighter/EMT; Joseph Owens, Firefighter/EMT; Brett Almon, Firefighter/EMT; Kathy Driggers, Library Assistant II; and Michele Peiffer, Support Specialist.

6. Annual Planning Commission Report (10 minutes)

Amanda Wallner, Planning Commission Chair, detailed the 2017 Planning Commission annual report and highlighted their accomplishments.

5. Holiday Season Emergency Services Update (7 minutes)

Chief Huntington said the holiday season was very stable and gave a breakdown of the fire incidents.

Chief Skinner reported on the December 17, 2017 - January 1, 2018 time period and said the Police Department targeted shoplifting and gave the breakdown of the larceny incidents.

Councilmembers had a question and answer period with Chief Huntington and Chief Skinner.

7. Annual Arts Commission Report (7 minutes)

Dr. Jeff Kissel, Arts Commission Chair, introduced the Arts Commission members attending the meeting. He detailed the 2017 Arts Commission annual report and highlighted their accomplishments. He continued by highlighting their 2018 goals.

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

Mr. Allen gave details on the Certificate of Achievement for Excellence in Financial Reporting for the 2016 Comprehensive Annual Financial Report awarded to the City.

Public Hearing

City Clerk Hopkins read the Public Hearing and Public Comments procedures.

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

Ms. Jubb said the public hearing is to allow public input on the 2018-2020 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77. She gave details of the agreement.

Mayor Thompson opened the public hearing at 8:03 and closed the hearing at 8:03:15 p.m. as there were no comments.

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

Ms. Jubb said the public hearing is to allow for public input on the 2018-2021 Collective Bargaining Agreement with the Richland Police Guild. She gave details on the agreement.

Mayor Thompson opened the public hearing at 8:06 p.m. and closed the hearing at 8:07 as there were no comments.

Public Comments

Lloyd Becker, 2120 Duportail, Richland, WA, commented on the Arts Commission presentation regarding the flag image in the presentation pictures. He also stated his concern with how people will recreate on the shoreline by the Duportail bridge.

Robert Benadetti, 400 Broadmoor, Richland, WA, wanted clarification on the road maintenance and Duportail Bridge portions of the \$20 car tab and a pie chart of the City's revenues and expenditures.

Dennis Walters, 1312 Alla Vista Street, Richland, WA, said the City should have future planning for potential High-Altitude Electromagnetic Pulse attacks.

Consent Calendar

City Clerk Hopkins read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER KENT SECONDED A MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THE MOTION CARRIED 7-0.

Minutes

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

Ordinances - First Reading

12. Ordinance No. 02-18, Amending Richland Municipal Code Section 19.20.010 related to Procedures for Processing Development Permits
13. Ordinance No. 07-18, Amending Chapter 3.30 of the Richland Municipal Code related to Utility Billing and Collection
14. Ordinance No. 08-18, Providing for the Sale of 2018 Electric Revenue and Refunding Bonds
15. Ordinance No. 09-18, Amending Richland Municipal Code Section 14.08.230 related to the Definition of Traffic Management Systems
16. Ordinance No. 10-18, Repealing Ordinance No. 238 of the City of Richland related to Relinquishment of Public Utility Easements

17. Ordinance No. 12-18, Adopting the Richland Shoreline Management Program as approved by the Washington State Department of Ecology
18. Ordinance No. 13-18, Accepting the Department of Justice Bulletproof Vest Partnership Program Grant and Amending the 2018 Budget

Ordinances - Second Reading/Passage

19. Ordinance No. 48-17, Amending Richland Municipal Code Title 23: Zoning Regulations, related to Vehicle-Based Food Vendors
20. Ordinance No. 01-18, Amending Richland Municipal Code Title 24: Subdivision Procedures
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
22. Ordinance No. 04-18, Amending Chapter 3.16 of the Richland Municipal Code related to Contractors' Bonds
23. Ordinance No. 05-18, Amending Chapter 10.02 of the Richland Municipal Code related to Code Enforcement Violations and Procedures
24. Ordinance No. 06-18, Amending RMC Title 9: Crime, related to Violation of Court Orders

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
26. Resolution No. 05-18, Authorizing a Consultant Agreement with RGW Enterprises, P.C. for Engineering Services
27. Resolution No. 11-18, Approving the Richland Transportation Benefit District Material Change Policy
28. Resolution No. 13-18, Authorizing a Purchase Order Contract with Boyd's Tree Service, LLC for Tree Pruning and Vegetation Management

29. Resolution No. 14-18, Approving the City Council Assignments for 2018-2019
30. Resolution No. 15-18, Authorizing Submission of a Washington State Association of Sheriffs and Police Chiefs (WASPC) Grant Application
31. Resolution No. 16-18, Approving the 2018-2020 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77
32. Resolution No. 17-18, Approving the 2018-2021 Collective Bargaining Agreement with the Richland Police Guild
33. Resolution No. 18-18, Approving the Final Plat of Willowbrook II - Phase 4A
34. Resolution No. 21-18, Setting a Public Hearing Date for the Proposed Vacation of Davenport Street Right-of-Way
35. Resolution No. 20-18, Approving the Final Plat of Horn Creek - Phase 3

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

Items of Business

Reports and Comments

1. Acting City Manager Hammond had no comments.

2. City Council

Councilmember Alvarez complimented a Public Works Water Division staff member he talked to who was performing a water quality check. Councilmember Alvarez said the worker took time to explain what he was doing and why it was so important.

Councilmember Lukson complimented Council for their work on the Strategic Plan and said working on it was a good experience.

Mayor Pro Tem Christensen attended a ribbon cutting for Advanced Endodontic

Care and commented on their exceptional building.

3. Mayor

Mayor Thompson said the Annual Council Retreat was very productive and a multi-generational viewpoint was helpful in the planning efforts for the City.

Adjournment

Mayor Thompson adjourned the meeting at 8:23 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 11-18, Amending Section 11.40.040 of the Richland Municipal Code related to Parking Restrictions

Department:
City Attorney

Ordinance/Resolution Number:
11-18

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 11-18, amending Section 11.04.040 of the Richland Municipal Code related to parking restrictions at The Parkway.

Summary:

The City manages parking using two authorities. RMC 11.40.040 regulates parking on right-of-way, and is enforced by the the Richland Police Department. This approach to parking enforcement requires dedication of RPD, prosecution and district court resources to process traffic infractions, and requires compliance with the vehicle posting obligations of Chapter 46.55 RCW prior to towing. Parking in The Parkway, a municipally-owned parking lot, is currently regulated under RMC 11.40.040.

RMC 11.30.015 grants authority to manage parking in municipally-owned parking lots, and allows for more flexibility to determine maximum length of stay. Enforcement action under RMC 11.30.015 does not require compliance with the vehicle posting obligations found in Chapter 46.55 RCW, which allows a more timely response from the City when violations occur. This aspect of parking enforcement is particularly important in certain municipal parking lots, such as The Parkway and The Uptown, where commercial business interests are negatively impacted by individuals who violate parking restrictions or utilize the lot for non-business reasons (i.e., cars for sale).

RMC 11.30.015 is enforced by the City's Park Ranger Program, and has been in place for years in municipally owned parking lots, including the Richland Public Library, Columbia Playfields, John Dam Plaza, the Richland Community Center, and most marina parking lots.

Tonight's action will bring The Parkway under the authority of RMC 11.30.015 for parking enforcement, which will allow for a more timely and effective City response to parking violations as requested by business owners in The Parkway. This shift in approach will also free up costly police, prosecution and court resources.

The existing time restrictions in The Parkway will not change as a result of Ordinance 11-18, and will remain between 2 and 24 hours depending on location. Staff recommends approval of Ordinance No. 11-18.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 11-18

ORDINANCE NO. 11-18

AN ORDINANCE of the City of Richland amending Section 11.40.040 of the Richland Municipal Code regarding parking restrictions.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to achieve efficiencies for the betterment of the City's citizens and businesses where such efficiencies are currently lacking; and

WHEREAS, the City has two codified authorities to manage parking in the City, RMC 11.40.040 for rights-of-way and RMC 11.30.015 for municipally owned lots; and

WHEREAS, in 2012, the City and The Parkway Business Improvement District worked together to identify time restrictions for parking under RMC 11.40.040 that would best suit the needs of the business district, including both professional and retail users, located in The Parkway; and

WHEREAS, the current structure for parking enforcement in The Parkway requires law enforcement and prosecution resources, both of which are primarily focused on criminal activity in the City, leaving limited opportunity to prioritize parking enforcement; and

WHEREAS, the parking lot surrounding the properties located in The Parkway is a municipally owned parcel with no sections of private ownership or public right-of-way; and

WHEREAS, in 2014, Council modified RMC 11.30.015 to authorize the management of parking time restrictions in municipally owned lots; and

WHEREAS, since 2014, staff has developed and successfully implemented an approach that allows the City's Park Ranger Program to enforce parking restrictions at The Uptown, Richland Public Library, Columbia Playfields, and in other municipally owned parking lots; and

WHEREAS, the City's Park Ranger Program has the capacity and training to absorb this additional responsibility; and

WHEREAS, the authority in RMC 11.30.015 to enforce parking on municipally owned lots is better-suited for managing parking in The Parkway than the authority existing under RMC 11.40.040; and

WHEREAS, amending RMC 11.40.040 to remove references to The Parkway will eliminate the need for law enforcement and prosecution resources for parking enforcement, thereby increasing responsiveness to complaints made by The Parkway owners and tenants.

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

Section 1. Richland Municipal Code 11.40.040, entitled Schedule IV – Parking restrictions – Prohibited during certain hours on certain streets – Time limits – Special zones, as originally enacted by Ordinance No. 413, and last amended by Ordinance No. 13-09, is hereby amended as follows:

11.40.040 Schedule IV – Parking restrictions – Prohibited during certain hours on certain streets – Time limits – Special zones.

In accordance with RMC 11.30.030, and when signs are erected giving notice thereof, no person shall park a vehicle between the hours, or in excess of the periods of time, or except for the purposes specified upon any of the places, streets or parts of streets as follows:

NAME OF STREET OR DISTRICT	RESTRICTIONS
East side of Jadwin Avenue from 325 feet north of McMurray Street to 395 feet north of McMurray Street	15-Minute Parking
West side of Jadwin Avenue from 160 feet north of Knight Street to 60 feet north of Knight Street	15-Minute Parking
West side of Jadwin Avenue from 180 feet south of Mansfield Street to 265 feet south of Mansfield Street	No Parking – Federal Police Vehicles Only
West side of Jadwin Avenue from 35 feet south of Knight Street to 85 feet south of Knight Street	No Parking – 30-Minute Loading Zone
North side of Knight Street from 55 feet west of Jadwin Avenue to 165 feet west of Jadwin Avenue.	15-Minute Parking
North side of Long Avenue from 280 feet east of Thayer Drive to 540 feet east of Thayer Drive	No Parking 7:00 a.m. to 3:00 p.m. on school days
South side of Mansfield Street from Jadwin Avenue to 350 feet west of Jadwin Avenue	No Stopping, Standing, or Parking – Federal Police Vehicles Only
The east and west sides of the Parkway	Two-Hour Parking from 8:00 a.m. to 5:00 p.m. Monday through Friday
The southerly 120 feet, and between 164 feet south of Knight Street and 218 feet south of Knight Street, on the east half of the publicly owned parking lot bounded by	Two-Hour Parking from 8:00 a.m. to 5:00 p.m. Monday through Friday

NAME OF STREET OR DISTRICT	RESTRICTIONS
Jadwin Avenue to the west, Knight Street to the north, 73 feet east of the Parkway, and 61 feet north of Lee Boulevard	
The entirety of the publicly owned parking lot bounded by Jadwin Avenue to the west, 155 feet south of Lee Boulevard, the Parkway to the east, and 360 feet north of Gillespie Street	Two-Hour Parking from 8:00 a.m. to 5:00 p.m. Monday through Friday
West side of Richmond Boulevard from Williams Boulevard to 700 feet south of Williams Boulevard	No Parking 8:00 a.m. to 9:00 a.m. and 3:00 p.m. to 4:00 p.m.
West side of Sacramento Boulevard from Williams Boulevard to 400 feet north of Williams Boulevard	No Parking 8:00 a.m. to 9:00 a.m. and 3:00 p.m. to 4:00 p.m.
South side of Swift Boulevard from Jadwin Avenue to George Washington Way	One-Hour Parking
City parking lot at Wye Neighborhood Park north of Columbia Drive	Four-Hour Parking from 5:00 a.m. to 11:00 p.m. No Parking from 11:00 p.m. to 5:00 a.m.
The four interior sidewalk cut-outs, each approximately 124 feet in length, located at the east and west ends of the two breezeway pedestrian areas of the Uptown Shopping Center and the interior sidewalk cut-out, approximately 143 feet in length, located to the west of 1300 Jadwin	No Parking – 30-Minute Loading Zone
West side of Stevens Drive from 225 feet south of Mansfield Street to 325 feet south of Mansfield Street	No Parking – Five-Minute Loading Zone

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: 02/20/2018

Agenda Category: Ordinances - First Reading

Key Element: Key 6 - Community Amenities

Subject:

Ordinance No. 14-18, Increasing the 2018 Budget Appropriations in the General Fund and Parks Construction Fund

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

14-18

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance 14-18, amending the 2018 Budget to provide for additional appropriations in the Parks Construction Fund and the General Fund.

Summary:

Ordinance 14-18 makes budget adjustments in three unrelated areas to accept new revenue and to budget reserves for unanticipated expenses.

First, tonight's agenda includes Resolution No. 28-18, considering acceptance of a \$50,000 donation from Mr. James House for renovation of the basketball courts at the Columbia Playfields. The donated revenue is proposed to be budgeted in the Parks Construction Fund to cover the new unbudgeted expense of the project.

Next, in 2007, the City was awarded a grant from the State of Washington Resource and Conservation Office (RCO) to acquire land in the Amon Basin for the Amon Preserve. The State overpaid the City \$220,969 and recently requested reimbursement. Staff analyzed the State request and concurs with its finding. A transfer from the City's General Fund Balance will be used to cover this new unbudgeted expense.

Finally, the City holds a Public Art Reserve of unbudgeted art funds with a current balance of \$17,853. These funds will be utilized to undertake needed deferred and corrective maintenance of the City's artwork, and will contribute toward the musical plaza project in Howard Amon Park, the new City Hall Building, and other expenses to be coordinated with the Richland Arts Commission. \$17,853 from the Public Art Reserve will be appropriated in the Public Art Improvement Fund and used to cover the unbudgeted art-related expenses.

Staff recommends approval of Ordinance No. 14-18 for first reading, by title only.

Fiscal Impact:

Ordinance No. 14-18 will increase appropriations in the Parks Construction Fund for the Amon Basin Preserve for \$220,969, and to amend the 2018-2023 Capital Improvement Plan for the Columbia Playfield project for \$50,000. General Fund Art Reserves will be appropriated in the amount of \$17,853.

Attachments:

1. Ordinance No. 14-18
2. Revised 2018 Columbia Playfield CIP Sheet

ORDINANCE NO. 14-18

AN ORDINANCE of the City of Richland amending the 2018 Budget to provide for additional appropriations and declaring that a public emergency exists in the City's Parks Construction Fund and General Fund.

WHEREAS, on November 21, 2017, the Richland City Council passed Ordinance No. 49-17 approving the 2018 Budget; and

WHEREAS, the City has need, from time to time, to amend established appropriations in the existing budget based on unanticipated revenues or expenditures that require action, such as those identified herein; and

WHEREAS, on February 20, 2018, City Council accepted a \$50,000 donation from Mr. James House for renovation of the Columbia Playfield basketball courts that requires appropriation in the 2018 Budget; and

WHEREAS, \$17,853 of existing General Fund Art Reserve is needed in the Public Arts Improvement Fund for maintenance of existing art and for the purchase and installation of new art in the City; and

WHEREAS, on September 28, 2017, the City was notified by the Washington State Recreation and Conservation Office (RCO) that the City was overpaid in error for a 2007 land acquisition in the Amon Basin Preserve in the amount of \$220,969. RCO is requesting return of the overpayment; and

WHEREAS, no funds were appropriated in the Parks Construction Fund or General Fund for the purposes identified herein; and

WHEREAS, sufficient unappropriated funds are available in the General Fund to support the required budget adjustment; and

WHEREAS, pursuant to RCW 35.33.091, a public hearing was held on February 20, 2018 regarding the increase in appropriations from beginning fund balance in the General Fund.

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

Section 1. Facts Constituting Emergency. The expenses contained within this ordinance were not anticipated when the 2018 budget was approved.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the Parks Construction and General Funds.

Section 3. Amendment of the 2018 Budget. The 2018 Budget is hereby amended to provide additional appropriations in the Parks Construction Fund and General Fund from unappropriated fund balance as follows:

General Fund:

Current Appropriation: \$59,302,275
Increase in Appropriation: \$ 238,822
Amended Appropriation: \$59,541,097

Parks Construction Fund:

Current Appropriation: \$2,398,000
Increase in Appropriation: \$ 270,969
Amended Appropriation: \$2,668,969

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: _____

Columbia Playfield Improvements

Type of Project Waterfront		Partnership Project?	YES	Waterfront Project?	YES	Project # WF140007
Key # 6	Goal # 3	Strategic Leadership Plan Project?		Yes		
PROJECT NAME: Columbia Playfield Improvements						
PROJECT ADMINISTRATION: Parks & Public Facilities						
PROJECT LOCATION: Columbia Playfield, central Richland; 1500 Mansfield						
PROJECT TIMELINE: 2017-2021						
RESPONSE TO *GMA LEVEL OF SERVICE? YES						

PROJECT DESCRIPTION

The Columbia Playfields are a premier softball complex attracting local, regional and tournament users. 2018 - 1) install field lighting on a new and currently unlit 5th softball field using existing 2017 lodging tax funds, 2) install new rubber safety surfacing on the playground using existing Community Development Block Grant funds. The playground is currently surfaced in safety wood fiber chips. 2018 - install bleachers on the new 5th softball field, rebuild Field 3 and rebuild the basketball courts. 2019/2020 - rebuild parking lots and the remaining two softball fields. 2021 - replace the aging, two story restroom building with a more modern facility.

PROJECT ASSUMPTIONS

Receiving 2018 Lodging Tax grant.

BENEFITS

Increase tourism activity through tournaments hosted at Columbia Playfield. Provide adequate facilities for youth sports.

PROJECT COST ESTIMATE	Total Estimated Project Cost	Project Costs To-Date 12/31/16	Authorized Budget Remaining in 2017	2018	2019	2020	2021	2022	2023
DESIGN	-								
CONSTRUCTION MANAGEMENT	-								
CONSTRUCTION	2,226,958	1,040,958	363,000	233,000	230,000	30,000	330,000		
10% CONTINGENCY	-								
OTHER ENG. SERVICES	-								
TOTAL	\$ 2,226,958	\$ 1,040,958	\$ 363,000	\$ 233,000	\$ 230,000	\$ 30,000	\$ 330,000	\$ -	\$ -
RECOMMENDED FUNDING SOURCES	Total Estimated Project Revenues	Project Revenue To-Date 12/31/16	Authorized Budget Remaining in 2017	2018	2019	2020	2021	2022	2023
RIGHT-OF-WAY SALE (SECURED)	160,000	160,000							
LODGING TAX GRANT (SECURED)	771,775	771,775							
PRIVATE FUNDING	100,000	50,000		50,000					
LODGING TAX GRANT	289,183	59,183	150,000	80,000					
RCO GRANT	150,000		150,000						
RE EXCISE TAX 1ST 1/4%	300,000						300,000		
CDBG GRANT	63,000		63,000						
GENERAL FUND	393,000			103,000	230,000	30,000	30,000		
TOTAL	\$ 2,226,958	\$ 1,040,958	\$ 363,000	\$ 233,000	\$ 230,000	\$ 30,000	\$ 330,000	\$ -	\$ -
OPERATING & MAINTENANCE COSTS (IMPACTS)	Total Estimated Project Operating & Maint. Costs			2018	2019	2020	2021	2022	2023
	2,550			300	350	400	450	500	550
	-								
	-								
TOTAL	\$ 2,550	-	-	\$ 300	\$ 350	\$ 400	\$ 450	\$ 500	\$ 550

FOR FINANCE STAFF USE ONLY ALL 2018 PROJECTS MUST HAVE CODING AND IDENTIFIED AS CAPITAL/MAINTENANCE		
DESCRIPTION	2018	CODING
CAPITAL ITEM	183,000	380-337-0066-594783-6403
TOTAL	\$ 183,000	TOTAL MUST EQUAL PROJECT COSTS FOR 2018 ABOVE



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and pass 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. First reading was given at the regular Council meeting on February 6, 2018. No exceptions were taken.

Staff recommends approval of Ordinance No. 02-18.

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;

~~10~~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 20th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Published: February 25, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and pass 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 second reading and passage.

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 20th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 25, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and pass 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.

Council gave first reading to Ordinance 08-18 on February 6, 2018, and no exceptions were taken. Staff recommends approval for second reading and passage of Ordinance No. 08-18.

Fiscal Impact:

Yes

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. Debt service was anticipated in the 2018 budget.

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: February 20, 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 meeting on the 20th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 25, 2018

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> <ol 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. 08-18 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. 08-18 (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 February 20, 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: February ____, 2018.

CITY OF RICHLAND, WASHINGTON

Marcia Hopkins, City Clerk



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and pass 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 second reading and passage.

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 20th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 25, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and pass Ordinance No. 10-18, repealing Ordinance No. 238 of the City of Richland related 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 second reading and passage.

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 20th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 25, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and pass 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 second reading and passage.

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 20th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 25, 2018

CITY OF RICHLAND SMP UPDATE



Prepared for

City of Richland

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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**

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.

26.50.090 Construction Permit Compliance.

For all development within shoreline jurisdiction, the Building Official shall not issue a construction permit for such development until compliance with the Shoreline Master Program has been documented. If a Shoreline Substantial Development Permit is required, no permit shall be issued until all comment and appeal periods have expired. Any permit issued by the Building Official for such development shall be subject to the same terms and conditions that apply to the shoreline permit.

26.50.100 Rulings to State.

Any ruling on an application for a permit or permit revision under authority of this Shoreline Program, whether it is an approval or denial, shall, with the transmittal of the ruling to the applicant, be filed concurrently with the Department of Ecology and the Attorney General by the Administrator. Filing shall occur in accordance with RCW 90.58.140(6) and WAC 173-27-130.

26.50.110 Appeals.

Any person aggrieved by the granting, denying, or rescinding of a permit on shorelines of the State pursuant to RCW 90.58.140 may seek review from the Shorelines Hearings Board by filing a petition for review within twenty-one (21) days of the date of receipt of the decision as provided for in RCW 90.58.140(6).

26.50.120 Rescission of Permits.

- A. Any shoreline permit issued under the terms of this Shoreline Program may be rescinded or suspended upon a finding that a permittee has not complied with conditions of the permit.
- B. Such rescission and/or modification of an issued permit shall be initiated by serving written notice of noncompliance on the permittee, which shall be sent by registered or certified mail, return receipt requested, to the address listed on the application, or to such other address as the applicant or permittee may have advised the City; or such notice may be served on the applicant or permittee in person or on his agent in the same manner as service of summons as provided by law.
- C. Before any such permit can be rescinded, a public hearing shall be held by the Administrator. Notice of the public hearing shall be made in accordance with Chapter 19.40 RMC. The decision of the Administrator shall be the final decision of the City on all rescinded applications. A written decision shall be transmitted to the Department of Ecology, the Attorney General's office, the applicant, and such other departments or boards of the City as are affected thereby and the City Council.
- D. The Department of Ecology may petition the Shoreline Hearings Board for a rescission of the permit if Ecology is of the opinion that the noncompliance continues to exist thirty (30) days after the date of the notice, and the City has taken no action to rescind the permit, as provided by RCW 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.

26.60.021 Exemptions and Allowed Uses in Wetlands.

A. Wetlands. The following wetlands are exempt from the buffer provisions contained in this chapter and the normal mitigation sequencing process in RMC 26.20.020. They may be filled if impacts are fully mitigated based on provisions in RMC 26.60.026, Wetland Alteration and Mitigation. In order to verify the following conditions, a critical area report for wetlands must be submitted.

1. All isolated Category III and IV wetlands less than 1,000 square feet that:

- a. Are not associated with riparian areas or buffer;
- b. Are not part of a wetland mosaic;
- c. Do not contain habitat identified as essential for local populations of priority species identified by the Washington Department of Fish and Wildlife or species of local importance;
- d. Are not a vernal pool;
- e. Are not an alkali wetland; and
- f. Do not contain aspen stands.

B. Activities Allowed in Wetlands. The activities listed below are allowed in wetlands. These activities do not require submission of a sensitive area report, except where such activities result in a loss of the functions and values of a wetland or wetland buffer. These activities include:

1. Those activities and uses conducted pursuant to the Washington State Forest Practices Act and its rules and regulations, WAC 222-12-030, where state law specifically exempts local authority, except those developments requiring local approval for Class 4 – General Forest Practice Permits (conversions) as defined in Chapter 76.09 RCW and WAC 222-12.
2. Conservation or preservation of soil, water, vegetation, fish, shellfish, and/or other wildlife that does not entail changing the structure or functions of the existing wetland.
3. The harvesting of wild crops in a manner that is not injurious to natural reproduction of such crops, and provided the harvesting does not require tilling of soil, planting of crops, chemical applications, or alteration of the wetland by changing existing topography, water conditions, or water sources.
4. Drilling for utilities/utility corridors under a wetland, with entrance/exit portals located completely outside of the wetland buffer, provided that the drilling does not interrupt the ground water connection to the wetland or percolation of surface water down through the soil column. Specific studies by a hydrologist are necessary to determine whether the ground water connection to the wetland or percolation of surface water down through the soil column will be disturbed.
5. Enhancement of a wetland through the removal of non-native invasive plant species. 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)

1 years. The City may agree to reduce the bond in phases in proportion to work successfully
2 completed over the period of the bond.

- 3 C. As an incentive to encourage preservation of secondary habitat as defined in this Program, the net
4 amount of landscaping required by the City of Richland may be reduced by one-quarter ($\frac{1}{4}$) acre
5 for each one (1) acre of secondary habitat and buffer preserved on the site; however, that amount
6 cannot exceed fifty percent (50%) of the amount of required landscaping. The reduction shall be
7 calculated on the basis of square feet of habitat preserved or enhanced and square feet required.
8 Habitat and habitat buffer that is enhanced by the applicant may also qualify for this reduction.
9 Preservation of secondary habitat shall be by execution of an easement or other protective device
10 acceptable to the City of Richland.

11 **Article IV. Geologic Hazard Areas**

12 **26.60.050 Identification and Definition.**

- 13 A. Geologic hazard areas identification and designation shall be consistent with the minimum
14 guideline classifications established in WAC 365-190-080(4), which include any future
15 amendments to the code. Areas that are susceptible to one or more of the following types of
16 hazards shall be classified as a geologic hazard area:
- 17 1. Erosion hazard;
 - 18 2. Landslide hazard;
 - 19 3. Seismic hazard; and
 - 20 4. Mine hazard.
- 21 B. Erosion Hazard Areas. Those areas that are identified by the United States Department of
22 Agriculture Soil Conservation Service as having a severe rill and inter-rill erosion hazard.
- 23 C. Landslide Hazard Areas. Those areas that are potentially subject to landslides based on a
24 combination of geologic, topographic, and hydrologic factors. They include any areas susceptible
25 because of any combination of bedrock, soil, slope (gradient), slope aspect, structure, hydrology,
26 or other factors. Landslide hazard areas include, but are not limited to, the following types of
27 areas:
- 28 1. Areas delineated by the United States Department of Agriculture Soil Conservation Service
29 as having a severe limitation for building site development;
 - 30 2. Areas designated as quaternary slumps, earthflows, mudflows, lahars, or landslides on maps
31 published by the United States Geological Survey or Department of Natural Resources
32 Division of Geology and Earth Resources;
 - 33 3. Areas with all three of the following characteristics:
 - 34 a. Areas with slope steeper than fifteen percent (15%);
 - 35 b. Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a
36 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

area. Requirements for a hydrogeologic assessment are found in RMC 26.60.081, Permit Process and Application Requirements.

26.60.061 Performance Standards.

- A. Activities may only be permitted in a critical aquifer recharge area if the applicant can show that the proposed activity will not cause contaminants to enter the aquifer, and that the proposed activity will not adversely affect the recharging of the aquifer.
- B. The proposed activity must comply with the water source protection requirements and recommendations of the U.S. Environmental Protection Agency, Washington State Department of Health, Washington State Department of Ecology, and the Benton-Franklin Health District.
- C. The proposed activity must be designed and constructed in accordance with existing local, state and federal laws and regulations, and the Stormwater Management Manual for Eastern Washington, as amended (Ecology 2004) for those geographic areas covered under the Eastern Washington Phase II Municipal Stormwater Permit (Ecology 2007) or activities covered under the Ecology General Construction Permit (Ecology 2005), and/or the locally adopted program, as applicable.

26.60.062 Uses Prohibited in Critical Aquifer Recharge Areas.

The following activities and uses are prohibited in CARAs:

- A. Landfills. Landfills, including hazardous or dangerous waste, municipal solid waste, special waste, woodwaste, and inert and demolition waste landfills.
- B. Underground Injection Wells. Class I, III, and IV wells and subclasses 5F01, 5D03, 5F04, 5W09, 5W10, 5W11, 5W31, 5X13, 5X14, 5X15, 5W20, 5X28, and 5N24 of Class V wells.
- C. Mining in critical aquifer recharge areas determined to be highly susceptible or vulnerable in a public water system Wellhead Protection Plan, to include:
 - 1. Metals and hard rock mining;
 - 2. Sand and gravel mining.
- D. Wood Treatment Facilities. Wood treatment facilities that allow any portion of the treatment process to occur over permeable surfaces (both natural and manmade).
- E. Storage, Processing, or Disposal of Radioactive Substances. Facilities that store, process, or dispose of radioactive substances.
- F. Other Prohibited Uses or Activities:
 - 1. Activities that would significantly reduce the recharge to aquifers currently or potentially used as a potable water source; and
 - 2. Activities that would significantly reduce the recharge to aquifers that are a source of 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.

26.71 Severability.

The provisions of this Title 26 RMC are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this title to any person or circumstance shall not affect the validity of the remainder of this title or the validity of its application to other persons or circumstances.

26.80 Definitions.

“Agriculture” or “agricultural activities” means agricultural uses and practices including, but not limited to, producing, breeding, or increasing agricultural products; rotating and changing agricultural crops; allowing land used for agricultural activities to lie fallow (plowed and tilled, but left unseeded); allowing land used for agricultural activities to lie dormant as a result of adverse agricultural market conditions; allowing land used for agricultural activities to lie dormant because the land is enrolled in a local, state, or federal conservation program, or the land is subject to a conservation easement; conducting agricultural operations; maintaining, repairing, and replacing agricultural equipment; maintaining, repairing, and replacing agricultural facilities, provided that the replacement facility is no closer to the shoreline than the original facility; and maintaining agricultural lands under production or cultivation.

Agricultural equipment and agricultural facilities includes, but is not limited to:

- A. The following used in agricultural operations: Equipment; machinery; constructed shelters, buildings, and ponds; fences; upland finfish rearing facilities; water diversion, withdrawal, conveyance, and use equipment and facilities including, but not limited to, pumps, pipes, tapes, canals, ditches, and drains;
- B. Corridors and facilities for transporting personnel, livestock, and equipment to, from, and within agricultural lands;
- C. Farm residences and associated equipment, lands, and facilities; and
- D. Roadside stands and on-farm markets for marketing fruit or vegetables.

“Alteration” means a human action which results in a physical change to the existing condition of land or improvements including but not limited to: clearing vegetation, filling and grading and construction of structures or facilities including impervious surfaces.

“Applicant” means the person, party, firm, partnership, corporation, or other entity that applies for any permit or approval pursuant to this chapter, and may include applicants for other approvals pursuant to other provisions of the Richland Municipal Code.

“Artificially created wetland” means wetlands intentionally created from non-wetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds and landscaping amenities, or those wetlands created after July 1, 1990 that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from non-wetland areas to mitigate the 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: 02/20/2018

Agenda Category: Ordinances - Second Reading/Passage

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 second reading and pass 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.

First reading of Ordinance No. 13-18 was given at the regular Council meeting on February 6, 2018. No exceptions were taken.

Staff recommends approval of Ordinance No. 13-18 for second reading and passage.

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 20th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 25, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 23-18, Approving Distribution of 2018 Commercial Improvement Program (CIP) Funds

Department:

Community & Development Services

Ordinance/Resolution Number:

23-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 23-18, approving distribution of 2018 Commercial Improvement Program (CIP) funds as presented, and authorizing the City Manager to sign and execute funding agreements with approved recipients.

Summary:

Each year, the Business License Reserve Fund sets aside \$50,000 for the Commercial Improvement Program. The purpose of this Program is to provide reimbursement of up to 50% of facade improvements made by business owners, up to a maximum of \$10,000 per recipient. The Economic Development office solicits applications for the Commercial Improvement Program and presents those applications to the Economic Development Committee (EDC) for review and funding recommendations. Applications are accepted and reviewed until all funds for the year are awarded.

At the February 12, 2018 EDC meeting, the Committee considered five (5) applications for 2018 funding and made the following recommendations:

\$2,283 - Digital Image Tri-Cities

\$10,000 - Fuse

\$8,000 - Emerald of Siam

\$10,000 - Perfection Glass

\$10,000 - Frost Me Sweet

Staff recommends approval of Resolution No. 23-18.

Fiscal Impact:

If all Commercial Improvement Program Applications are approved as recommended, \$40,283.00 will be expended from the 2018 fund balance. This would leave a fund balance of \$9,717.00 for future award or rollover back in to the Business License Reserve Fund in the next fiscal year.

Attachments:

1. Resolution No. 23-18
2. CIP2018-001 Contract
3. CIP2018-002 Contract
4. CIP2018-004 Contract
5. CIP2018-005 Contract
6. CIP2018-006 Contract

RESOLUTION NO. 23-18

A RESOLUTION of the City of Richland awarding the distribution of funds from the Commercial Improvement Program.

WHEREAS, improvement of the exterior of buildings in the City of Richland enhances the overall appearance and economic character of the City; and

WHEREAS, the Richland City Council passed Ordinance No.15-08 on July 15, 2008, authorizing the establishment of a Commercial Improvement Program for the purpose of improving the exterior of buildings within the City; and

WHEREAS, the Economic Development Committee reviews and recommends to the Richland City Council projects for funding from the Commercial Improvement Program; and

WHEREAS, at its February 12, 2018 meeting, the Economic Development Committee provided a positive recommendation to allocate \$40,283 toward projects that are determined eligible under Richland Municipal Code (RMC) 5.04.377, and as further described in the Commercial Improvement Program Application List, attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Commercial Improvement Program funding agreements in the amounts identified with the applicants listed in **Exhibit A**, the Commercial Improvement Program Application List.

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 20th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Exhibit A

Commercial Improvement Program Project Application List

Projects	Award Amount
CIP2018-001 2950 George Washington Way, Suite C	\$2,283.00
CIP2018-002 723 The Parkway	\$10,000.00
CIP2018-004 1314 Jadwin Avenue	\$8,000.00
CIP2018-005 1238 Columbia Park Trail	\$10,000.00
CIP2018-006 710 and 710.5 The Parkway	\$10,000.00
TOTAL AWARDS:	\$40,283.00

2018 COMMERCIAL IMPROVEMENT PROGRAM FUNDING AGREEMENT

This Agreement ("Agreement"), entered into on the ____ day of _____, 2018 is by and between the **City of Richland**, a Washington municipal corporation (hereafter "City"), and **PORT OF BENTON**, (hereafter "Grantee").

I. RECITALS

WHEREAS, pursuant to Richland Municipal Code (RMC) 5.04.388, the purpose of the Commercial Improvement Program ("Program") is to encourage and enhance economic development, and to reduce blight in the City; and

WHEREAS, the Program is funded annually as determined by the process set forth in RMC 5.04.386; and

WHEREAS, use of the funds shall be designated for improvement of commercial areas or properties that exhibit pre-blight conditions as identified by the Economic Development Committee, and for public investment to facilitate private economic development and to limit or eliminate blight; and

WHEREAS, participation in the Program shall be secured by agreement, and pursuant to such agreement, the City shall obtain an ownership interest in the facilities and improvements funded under the Program; and

WHEREAS, the City's interest in facilities and improvements will be amortized and reduced at the rate of twenty percent (20%) per year for each of five (5) years after the construction or installation of the facility or improvement; and

WHEREAS, consideration in support of an Agreement under the Program includes, but is not limited to the anticipated increase in sales tax received by the City, and the avoidance of public expenditure on blighted areas; and

WHEREAS, Program facilities and improvements shall be permanent in nature, within view of a public right-of-way or property, and shall be maintained in good, clean, working condition by the private party for no fewer than five (5) years as provided per Agreement between the parties; and

WHEREAS, the Economic Development Committee recommends approval of the grant monies to the Grantee identified herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration contained herein, the parties agree as follows:

II. AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.
2. Purpose. Monies granted under this Agreement shall be used for improvements at 2950 George Washington Way, Suite C (hereafter “project”).
3. City Responsibilities.
 - a. The City shall provide the Grantee, from the City’s Commercial Improvement Program, up to twenty-two hundred and eighty-three dollars and zero cents (\$2,283.00) from 2018 funds to defray costs incurred by the project. The total amount to be provided under this Agreement shall not exceed fifty percent (50%) of the actual project cost.
 - b. All expenses reimbursed under this Agreement must originate from the 2018 project described in the Grantee’s 2018 Commercial Improvement Program Application, which is hereby incorporated by reference. Grantee is solely responsible for providing evidence, to the City’s satisfaction, that the costs for which reimbursement is sought qualify under the Richland Municipal Code and the terms of this Commercial Improvement Program Funding Agreement.
4. Grantee’s Responsibilities.
 - a. Grantee agrees to utilize, in a prudent and responsible manner, all monies made available by the City under this Agreement solely for the purpose of costs incurred directly in completing the approved project.
 - b. Grantee shall abide by all city, state, and federal laws and regulations. Grantee is responsible for obtaining all necessary permits and permissions.
 - c. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
 - d. Grantee shall submit paid invoice receipts from the approved project before the City reimburses the approved funds.
 - e. Should Grantee use the funds for purposes not specified in this agreement, Grantee shall, within 30 days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - f. Should Grantee fail to meet the terms of this program and this Agreement, Grantee shall be disqualified from future participation in this program and any similar programs offered by the City.

- g. Grantee agrees to be in good financial standing with the City.
- h. Grantee shall maintain the improvements in good condition for a minimum of five (5) years. If the improvements are not maintained as provided herein, Grantee shall refund the grant monies to the City as follows:
 - 100% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the first year following the improvement;
 - 80% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the second year following the improvement;
 - 60% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the third year following the improvement;
 - 40% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the fourth year following the improvement;
 - 20% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the fifth year following the improvement.

III. Miscellaneous Provisions

1. Term of Agreement. The effective date of this Agreement shall be February 20th, 2018. This Agreement expires December 31, 2018. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available.
2. Conflict of Interest. No officer, employee, or agent of the City or Grantee who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City or Grantee, shall have any personal financial interest, direct or indirect in this Agreement, and Awardee will take appropriate steps to assure compliance.
3. Termination. This Agreement may be terminated by mutual agreement of the parties or by thirty (30) days' written notice by either party to the other.
4. Notice. The Redevelopment Project Manager for the City of Richland shall be the contracting officer who shall act for the City under this Agreement. All notices required to be given under this Agreement shall be in writing and shall be deemed

served when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

For the City of Richland:
Redevelopment Project Manager
505 Swift Blvd. MS-18
Richland, Washington 99352
Phone: 509-942-7595
Email: mthomas@ci.richland.wa.us

For PORT OF BENTON:
Scott Keller
Executive Director
2950 George Washington Way
Suite C
Richland, WA 99354
Phone: 509-375-6001
Email: ron@digitalimagetc.com

5. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Participant expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
6. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
7. 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.
8. Assignment. Participant shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland.
9. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
10. Legal Action. In the event legal action is necessary to enforce any of the provisions of this Agreement, the parties agree that the prevailing party will be awarded its reasonable attorney's fees and costs in action.
11. Complete Agreement. This Agreement and any documents herein incorporated by reference contain all the terms and conditions agreed upon by the Parties. No other

understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

[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:

GRANTEE:

CYNTHIA D. REENTS, ICMA-CM
City Manager

SCOTT KELLER
Executive Director

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

2018 COMMERCIAL IMPROVEMENT PROGRAM FUNDING AGREEMENT

This Agreement ("Agreement"), entered into on the ____ day of _____, 2018 is by and between the **City of Richland**, a Washington municipal corporation (hereafter "City"), and **723 THE PARKWAY, LLC**, (hereafter "Grantee").

I. RECITALS

WHEREAS, pursuant to Richland Municipal Code (RMC) 5.04.388, the purpose of the Commercial Improvement Program ("Program") is to encourage and enhance economic development, and to reduce blight in the City; and

WHEREAS, the Program is funded annually as determined by the process set forth in RMC 5.04.386; and

WHEREAS, use of the funds shall be designated for improvement of commercial areas or properties that exhibit pre-blight conditions as identified by the Economic Development Committee, and for public investment to facilitate private economic development and to limit or eliminate blight; and

WHEREAS, participation in the Program shall be secured by agreement, and pursuant to such agreement, the City shall obtain an ownership interest in the facilities and improvements funded under the Program; and

WHEREAS, the City's interest in facilities and improvements will be amortized and reduced at the rate of twenty percent (20%) per year for each of five (5) years after the construction or installation of the facility or improvement; and

WHEREAS, consideration in support of an Agreement under the Program includes, but is not limited to the anticipated increase in sales tax received by the City, and the avoidance of public expenditure on blighted areas; and

WHEREAS, Program facilities and improvements shall be permanent in nature, within view of a public right-of-way or property, and shall be maintained in good, clean, working condition by the private party for no fewer than five (5) years as provided per Agreement between the parties; and

WHEREAS, the Economic Development Committee recommends approval of the grant monies to the Grantee identified herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration contained herein, the parties agree as follows:

II. AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.
2. Purpose. Monies granted under this Agreement shall be used for improvements at 723 The Parkway (hereafter "project").
3. City Responsibilities.
 - a. The City shall provide the Grantee, from the City's Commercial Improvement Program, up to ten thousand dollars and zero cents (\$10,000.00) from 2018 funds to defray costs incurred by the project. The total amount to be provided under this Agreement shall not exceed fifty percent (50%) of the actual project cost.
 - b. All expenses reimbursed under this Agreement must originate from the 2018 project described in the Grantee's 2018 Commercial Improvement Program Application, which is hereby incorporated by reference. Grantee is solely responsible for providing evidence, to the City's satisfaction, that the costs for which reimbursement is sought qualify under the Richland Municipal Code and the terms of this Commercial Improvement Program Funding Agreement.
4. Grantee's Responsibilities.
 - a. Grantee agrees to utilize, in a prudent and responsible manner, all monies made available by the City under this Agreement solely for the purpose of costs incurred directly in completing the approved project.
 - b. Grantee shall abide by all city, state, and federal laws and regulations. Grantee is responsible for obtaining all necessary permits and permissions.
 - c. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
 - d. Grantee shall submit paid invoice receipts from the approved project before the City reimburses the approved funds.
 - e. Should Grantee use the funds for purposes not specified in this agreement, Grantee shall, within 30 days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - f. Should Grantee fail to meet the terms of this program and this Agreement, Grantee shall be disqualified from future participation in this program and any similar programs offered by the City.

- g. Grantee agrees to be in good financial standing with the City.
- h. Grantee shall maintain the improvements in good condition for a minimum of five (5) years. If the improvements are not maintained as provided herein, Grantee shall refund the grant monies to the City as follows:
 - 100% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the first year following the improvement;
 - 80% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the second year following the improvement;
 - 60% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the third year following the improvement;
 - 40% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the fourth year following the improvement;
 - 20% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the fifth year following the improvement.

III. Miscellaneous Provisions

1. Term of Agreement. The effective date of this Agreement shall be February 20th, 2018. This Agreement expires December 31, 2018. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available.
2. Conflict of Interest. No officer, employee, or agent of the City or Grantee who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City or Grantee, shall have any personal financial interest, direct or indirect in this Agreement, and Awardee will take appropriate steps to assure compliance.
3. Termination. This Agreement may be terminated by mutual agreement of the parties or by thirty (30) days' written notice by either party to the other.
4. Notice. The Redevelopment Project Manager for the City of Richland shall be the contracting officer who shall act for the City under this Agreement. All notices required to be given under this Agreement shall be in writing and shall be deemed

served when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

For the City of Richland:
Redevelopment Project Manager
505 Swift Blvd. MS-18
Richland, Washington 99352
Phone: 509-942-7595
Email: mthomas@ci.richland.wa.us

For 723 THE PARKWAY, LLC:
Kyle Kraemer
Member
PO Box 840
Richland, WA 99352
Phone: 509-713-6039
Email: kyle_kraemer@msn.com

5. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Participant expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
6. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
7. 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.
8. Assignment. Participant shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland.
9. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
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[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:

GRANTEE:

CYNTHIA D. REENTS, ICMA-CM
City Manager

KYLE KRAEMER
Member

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

2018 COMMERCIAL IMPROVEMENT PROGRAM FUNDING AGREEMENT

This Agreement ("Agreement"), entered into on the ____ day of _____, 2018 is by and between the **City of Richland**, a Washington municipal corporation (hereafter "City"), and **J & L ENTERPRISES**, (hereafter "Grantee").

I. RECITALS

WHEREAS, pursuant to Richland Municipal Code (RMC) 5.04.388, the purpose of the Commercial Improvement Program ("Program") is to encourage and enhance economic development, and to reduce blight in the City; and

WHEREAS, the Program is funded annually as determined by the process set forth in RMC 5.04.386; and

WHEREAS, use of the funds shall be designated for improvement of commercial areas or properties that exhibit pre-blight conditions as identified by the Economic Development Committee, and for public investment to facilitate private economic development and to limit or eliminate blight; and

WHEREAS, participation in the Program shall be secured by agreement, and pursuant to such agreement, the City shall obtain an ownership interest in the facilities and improvements funded under the Program; and

WHEREAS, the City's interest in facilities and improvements will be amortized and reduced at the rate of twenty percent (20%) per year for each of five (5) years after the construction or installation of the facility or improvement; and

WHEREAS, consideration in support of an Agreement under the Program includes, but is not limited to the anticipated increase in sales tax received by the City, and the avoidance of public expenditure on blighted areas; and

WHEREAS, Program facilities and improvements shall be permanent in nature, within view of a public right-of-way or property, and shall be maintained in good, clean, working condition by the private party for no fewer than five (5) years as provided per Agreement between the parties; and

WHEREAS, the Economic Development Committee recommends approval of the grant monies to the Grantee identified herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration contained herein, the parties agree as follows:

II. AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.
2. Purpose. Monies granted under this Agreement shall be used for improvements at 1314 Jadwin Avenue (hereafter "project").
3. City Responsibilities.
 - a. The City shall provide the Grantee, from the City's Commercial Improvement Program, up to eight thousand dollars and zero cents (\$8,000.00) from 2018 funds to defray costs incurred by the project. The total amount to be provided under this Agreement shall not exceed fifty percent (50%) of the actual project cost.
 - b. All expenses reimbursed under this Agreement must originate from the 2018 project described in the Grantee's 2018 Commercial Improvement Program Application, which is hereby incorporated by reference. Grantee is solely responsible for providing evidence, to the City's satisfaction, that the costs for which reimbursement is sought qualify under the Richland Municipal Code and the terms of this Commercial Improvement Program Funding Agreement.
4. Grantee's Responsibilities.
 - a. Grantee agrees to utilize, in a prudent and responsible manner, all monies made available by the City under this Agreement solely for the purpose of costs incurred directly in completing the approved project.
 - b. Grantee shall abide by all city, state, and federal laws and regulations. Grantee is responsible for obtaining all necessary permits and permissions.
 - c. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
 - d. Grantee shall submit paid invoice receipts from the approved project before the City reimburses the approved funds.
 - e. Should Grantee use the funds for purposes not specified in this agreement, Grantee shall, within 30 days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - f. Should Grantee fail to meet the terms of this program and this Agreement, Grantee shall be disqualified from future participation in this program and any similar programs offered by the City.

- g. Grantee agrees to be in good financial standing with the City.
- h. Grantee shall maintain the improvements in good condition for a minimum of five (5) years. If the improvements are not maintained as provided herein, Grantee shall refund the grant monies to the City as follows:
 - 100% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the first year following the improvement;
 - 80% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the second year following the improvement;
 - 60% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the third year following the improvement;
 - 40% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the fourth year following the improvement;
 - 20% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the fifth year following the improvement.

III. Miscellaneous Provisions

1. Term of Agreement. The effective date of this Agreement shall be February 20th, 2018. This Agreement expires December 31, 2018. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available.
2. Conflict of Interest. No officer, employee, or agent of the City or Grantee who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City or Grantee, shall have any personal financial interest, direct or indirect in this Agreement, and Awardee will take appropriate steps to assure compliance.
3. Termination. This Agreement may be terminated by mutual agreement of the parties or by thirty (30) days' written notice by either party to the other.
4. Notice. The Redevelopment Project Manager for the City of Richland shall be the contracting officer who shall act for the City under this Agreement. All notices required to be given under this Agreement shall be in writing and shall be deemed

served when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

For the City of Richland:
Redevelopment Project Manager
505 Swift Blvd. MS-18
Richland, Washington 99352
Phone: 509-942-7595
Email: mthomas@ci.richland.wa.us

For J & L ENTERPRISES:
James Go
Member
PO Box 1338
Richland, WA 99352
Phone: 509-946-9328
Email: eatnsleepn@gmail.com

5. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Participant expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
6. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
7. 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.
8. Assignment. Participant shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland.
9. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
10. Legal Action. In the event legal action is necessary to enforce any of the provisions of this Agreement, the parties agree that the prevailing party will be awarded its reasonable attorney's fees and costs in action.
11. Complete Agreement. This Agreement and any documents herein incorporated by reference contain all the terms and conditions agreed upon by the Parties. No other

understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

[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:

GRANTEE:

CYNTHIA D. REENTS, ICMA-CM
City Manager

JAMES GO
Member

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

2018 COMMERCIAL IMPROVEMENT PROGRAM FUNDING AGREEMENT

This Agreement ("Agreement"), entered into on the ____ day of _____, 2018 is by and between the **City of Richland**, a Washington municipal corporation (hereafter "City"), and **PERFECTION GLASS, INC.**, (hereafter "Grantee").

I. RECITALS

WHEREAS, pursuant to Richland Municipal Code (RMC) 5.04.388, the purpose of the Commercial Improvement Program ("Program") is to encourage and enhance economic development, and to reduce blight in the City; and

WHEREAS, the Program is funded annually as determined by the process set forth in RMC 5.04.386; and

WHEREAS, use of the funds shall be designated for improvement of commercial areas or properties that exhibit pre-blight conditions as identified by the Economic Development Committee, and for public investment to facilitate private economic development and to limit or eliminate blight; and

WHEREAS, participation in the Program shall be secured by agreement, and pursuant to such agreement, the City shall obtain an ownership interest in the facilities and improvements funded under the Program; and

WHEREAS, the City's interest in facilities and improvements will be amortized and reduced at the rate of twenty percent (20%) per year for each of five (5) years after the construction or installation of the facility or improvement; and

WHEREAS, consideration in support of an Agreement under the Program includes, but is not limited to the anticipated increase in sales tax received by the City, and the avoidance of public expenditure on blighted areas; and

WHEREAS, Program facilities and improvements shall be permanent in nature, within view of a public right-of-way or property, and shall be maintained in good, clean, working condition by the private party for no fewer than five (5) years as provided per Agreement between the parties; and

WHEREAS, the Economic Development Committee recommends approval of the grant monies to the Grantee identified herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration contained herein, the parties agree as follows:

II. AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.
2. Purpose. Monies granted under this Agreement shall be used for improvements at 1238 Columbia Park Trail (hereafter "project").
3. City Responsibilities.
 - a. The City shall provide the Grantee, from the City's Commercial Improvement Program, up to ten thousand dollars and zero cents (\$10,000.00) from 2018 funds to defray costs incurred by the project. The total amount to be provided under this Agreement shall not exceed fifty percent (50%) of the actual project cost.
 - b. All expenses reimbursed under this Agreement must originate from the 2018 project described in the Grantee's 2018 Commercial Improvement Program Application, which is hereby incorporated by reference. Grantee is solely responsible for providing evidence, to the City's satisfaction, that the costs for which reimbursement is sought qualify under the Richland Municipal Code and the terms of this Commercial Improvement Program Funding Agreement.
4. Grantee's Responsibilities.
 - a. Grantee agrees to utilize, in a prudent and responsible manner, all monies made available by the City under this Agreement solely for the purpose of costs incurred directly in completing the approved project.
 - b. Grantee shall abide by all city, state, and federal laws and regulations. Grantee is responsible for obtaining all necessary permits and permissions.
 - c. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
 - d. Grantee shall submit paid invoice receipts from the approved project before the City reimburses the approved funds.
 - e. Should Grantee use the funds for purposes not specified in this agreement, Grantee shall, within 30 days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - f. Should Grantee fail to meet the terms of this program and this Agreement, Grantee shall be disqualified from future participation in this program and any similar programs offered by the City.

- g. Grantee agrees to be in good financial standing with the City.
- h. Grantee shall maintain the improvements in good condition for a minimum of five (5) years. If the improvements are not maintained as provided herein, Grantee shall refund the grant monies to the City as follows:
 - 100% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the first year following the improvement;
 - 80% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the second year following the improvement;
 - 60% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the third year following the improvement;
 - 40% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the fourth year following the improvement;
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III. Miscellaneous Provisions

1. Term of Agreement. The effective date of this Agreement shall be February 20th, 2018. This Agreement expires December 31, 2018. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available.
2. Conflict of Interest. No officer, employee, or agent of the City or Grantee who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City or Grantee, shall have any personal financial interest, direct or indirect in this Agreement, and Awardee will take appropriate steps to assure compliance.
3. Termination. This Agreement may be terminated by mutual agreement of the parties or by thirty (30) days' written notice by either party to the other.
4. Notice. The Redevelopment Project Manager for the City of Richland shall be the contracting officer who shall act for the City under this Agreement. All notices required to be given under this Agreement shall be in writing and shall be deemed

served when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

For the City of Richland:
Redevelopment Project Manager
505 Swift Blvd. MS-18
Richland, Washington 99352
Phone: 509-942-7595
Email: mthomas@ci.richland.wa.us

For PERFECTION GLASS, INC.:
Robert Rojas
Member
15 North Auburn Street
Kennewick, WA 99336
Phone: 509-586-1177
Email: robert@perfectionglass.com

5. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Participant expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
6. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
7. 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.
8. Assignment. Participant shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland.
9. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
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[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:

GRANTEE:

CYNTHIA D. REENTS, ICMA-CM
City Manager

ROBERT ROJAS
Member

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

2018 COMMERCIAL IMPROVEMENT PROGRAM FUNDING AGREEMENT

This Agreement ("Agreement"), entered into on the ____ day of _____, 2018 is by and between the **City of Richland**, a Washington municipal corporation (hereafter "City"), and **FROST ME SWEET, LLC**, (hereafter "Grantee").

I. RECITALS

WHEREAS, pursuant to Richland Municipal Code (RMC) 5.04.388, the purpose of the Commercial Improvement Program ("Program") is to encourage and enhance economic development, and to reduce blight in the City; and

WHEREAS, the Program is funded annually as determined by the process set forth in RMC 5.04.386; and

WHEREAS, use of the funds shall be designated for improvement of commercial areas or properties that exhibit pre-blight conditions as identified by the Economic Development Committee, and for public investment to facilitate private economic development and to limit or eliminate blight; and

WHEREAS, participation in the Program shall be secured by agreement, and pursuant to such agreement, the City shall obtain an ownership interest in the facilities and improvements funded under the Program; and

WHEREAS, the City's interest in facilities and improvements will be amortized and reduced at the rate of twenty percent (20%) per year for each of five (5) years after the construction or installation of the facility or improvement; and

WHEREAS, consideration in support of an Agreement under the Program includes, but is not limited to the anticipated increase in sales tax received by the City, and the avoidance of public expenditure on blighted areas; and

WHEREAS, Program facilities and improvements shall be permanent in nature, within view of a public right-of-way or property, and shall be maintained in good, clean, working condition by the private party for no fewer than five (5) years as provided per Agreement between the parties; and

WHEREAS, the Economic Development Committee recommends approval of the grant monies to the Grantee identified herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration contained herein, the parties agree as follows:

II. AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.
2. Purpose. Monies granted under this Agreement shall be used for improvements at 710 and 710.5 The Parkway (hereafter "project").
3. City Responsibilities.
 - a. The City shall provide the Grantee, from the City's Commercial Improvement Program, up to ten thousand dollars and zero cents (\$10,000.00) from 2018 funds to defray costs incurred by the project. The total amount to be provided under this Agreement shall not exceed fifty percent (50%) of the actual project cost.
 - b. All expenses reimbursed under this Agreement must originate from the 2018 project described in the Grantee's 2018 Commercial Improvement Program Application, which is hereby incorporated by reference. Grantee is solely responsible for providing evidence, to the City's satisfaction, that the costs for which reimbursement is sought qualify under the Richland Municipal Code and the terms of this Commercial Improvement Program Funding Agreement.
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For the City of Richland:
Redevelopment Project Manager
505 Swift Blvd. MS-18
Richland, Washington 99352
Phone: 509-942-7595
Email: mthomas@ci.richland.wa.us

For FROST ME SWEET, LLC:
Megan Savely
Member
710 The Parkway
Richland, WA 99352
Phone: 509-308-1442
Email: meg@frostmesweet.com

5. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Participant expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
6. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
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8. Assignment. Participant shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland.
9. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
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[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:

GRANTEE:

CYNTHIA D. REENTS, ICMA-CM
City Manager

MEGAN SAVELY
Member

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 24-18, Approving Distribution of 2018 Business License Reserve Funds (BLRF)

Department:

Community & Development Services

Ordinance/Resolution Number:

24-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 24-18, approving distribution of 2018 Business License Reserve Funds as presented, and authorizing the City Manager to sign and execute funding agreements with approved recipients.

Summary:

Each year, applications are solicited for the Business License Reserve Fund, and applications are presented by Richland's Economic Development staff to the Economic Development Committee (EDC) for review and funding recommendations.

The first round of applicants made project presentations to the EDC at its January 15, 2018 workshop. The committee considered seven (7) applications for the first round of 2018 funding and made the following recommendations:

\$11,000 - Columbia Park Trail Energy Improvements

\$50,000 - Commercial Improvement Program

\$5,000 - Business Development Marketing

\$5,000 - Uptown Chalk Art Festival

\$20,000 - Uptown Mural Program

\$15,000 - Richland Tourism Marketing Campaign

\$14,000 - Economic Gardening

Staff recommends approval of Resolution No. 24-18.

Fiscal Impact:

If all Business License Reserve Fund Applications are approved as recommended, \$120,000.00 will be expended from the 2018 fund balance. This would leave a fund balance of \$124,460.00 for future award or rollover to the next fiscal year.

Attachments:

1. Resolution 24-18
2. BLRF2018-001 Contract
3. BLRF2018-002 Contract
4. BLRF2018-003 Contract
5. BLRF2018-004 Contract
6. BLRF2018-005 Contract
7. BLRF2018-006 Contract
8. BLRF2018-008 Contract

RESOLUTION NO. 24-18

A RESOLUTION of the City of Richland awarding the distribution of funds from the Business License Reserve Fund.

WHEREAS, pursuant to Richland Municipal Code (RMC) 5.04.385, City Council established a reserve funded through a portion of fees for business licenses which is to be used to promote business activities for the purposes of core development, tourism, general economic development, capital expenditure for community improvements, and the prevention of blight; and

WHEREAS, City staff estimates that \$244,460 remains available for eligible projects in 2018; and

WHEREAS, City staff solicited applications for projects to be considered by the Economic Development Committee and Richland City Council for funding in 2018; and

WHEREAS, at its February 12, 2018 meeting, the Economic Development Committee provided a positive recommendation to allocate \$120,000 toward seven (7) projects determined eligible under RMC 5.04.385 and RMC 5.04.387 as further described in the Business License Reserve Fund Project Application List, attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Business License Reserve Fund (BLRF) funding agreements in the amounts identified with the applicants listed on **Exhibit A**, the Business License Reserve Fund Project Application List.

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 20th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Exhibit A

Business License Reserve Fund Project Application List

Projects	Award Amount
BLRF2018-001 Columbia Park Trail Energy Improvements	\$11,000.00
BLRF2018-002 Commercial Improvement Program	\$50,000.00
BLRF2018-003 Business Development Marketing	\$5,000.00
BLRF2018-004 Uptown Chalk Art Festival	\$5,000.00
BLRF2018-005 Uptown Mural Program	\$20,000.00
BLRF2018-006 Tourism Committee Marketing Campaign	\$15,000.00
BLRF2018-008 TCRCC Economic Gardening	\$14,000.00
TOTAL AWARDS:	\$120,000.00

2018 BUSINESS LICENSE RESERVE FUNDING AGREEMENT

This Agreement, entered into on the ____ day of _____, 2018 is between the **City of Richland**, a Washington municipal corporation (hereinafter referred to as "City"), and the **CITY OF RICHLAND ENERGY SERVICES**, (hereinafter referred to as "Grantee").

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

I. RECITALS

WHEREAS, per Section 5.04.385 of the Municipal Code of the City of Richland, the purpose of the Business License Reserve Fund (hereafter "Fund") is to promote business activities for the purpose of core development, tourism, general economic development, capital expenditures for community improvements, and for the prevention of blight in the City; and

WHEREAS, Section 5.04.386 and Section 5.04.387 of the Richland Municipal Code identifies the organizations qualified to receive the reserve monies for the purposes identified above. Such organizations include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, business improvement districts, and City of Richland departments whose program or capital expenditures meet the criteria set forth in RMC 5.04.385; and

WHEREAS, Grantee's program meets the criteria established in RMC 5.04.385; and

WHEREAS, the Economic Development Committee recommends an award of business license reserve funding to Grantee.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration contained herein, the parties agree as follows:

II. AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.
2. Purpose. The purpose of this Agreement is to provide funding from the Business License Reserve Fund during 2018 for to extend three-phase electrical service and all associated infrastructure to 1238 Columbia Park Trail, consistent with Grantee's 2018 application, which is hereby incorporated by reference.
3. City Responsibilities. The City shall provide to Grantee from its Business License Reserve Fund a total of eleven thousand dollars and zero cents (\$11,000.00).
4. Grantee's Responsibilities.

- a. Grantee agrees to utilize, in a prudent and responsible manner, all monies made available by the City under this Agreement solely for costs incurred to accomplish the purpose identified in Section 2, above.
- b. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
- c. Grantee shall submit to the City paid invoice receipts from the approved project before the City reimburses the approved funds.
- d. Should Grantee use the funds for purposes not specified in this Agreement, Grantee shall, within thirty (30) days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
- e. Should Grantee fail to meet the terms of this program and this agreement, Grantee shall be disqualified from future participation in this program and any similar programs offered by the City.
- f. Grantee agrees to be in good financial standing with the City.

III. MISCELLANEOUS PROVISIONS

- 1. Term of Agreement. The effective date of this Agreement shall be the date this agreement is executed. This Agreement expires December 31, 2018. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available. This contract will not carry forward after the expiration date.
- 2. Conflict of Interest. No officer, employee, or agent of the City who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.
- 3. Termination. This Agreement may be terminated by mutual agreement of the parties or by thirty (30) days' written notice by either party to the other.
- 4. Notice. The Redevelopment Project Manager for the City of Richland shall be the contracting officer who shall act for the City under this Agreement. All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

For the City of Richland:

For Grantee:

Redevelopment Project Manager
505 Swift Blvd. MS-18
Richland, Washington 99352
Phone: 509-942-7595
Email: mthomas@ci.richland.wa.us

City of Richland Energy Services
Robert Hammond, Energy Services
Director
505 Swift Boulevard
MS-23
Richland, WA 99352
Phone: 509-942-7436
Email: dsenger@ci.richland.wa.us

5. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Participant expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
6. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
7. 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.
8. Assignment. Participant shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland.
9. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
10. Legal Action. In the event legal action is necessary to enforce any of the provisions of this Agreement, the parties agree that the prevailing party will be awarded its reasonable attorney's fees and costs in action.
11. Complete Agreement. This Agreement and any documents herein incorporated by reference contain all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

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

FOR CITY OF RICHLAND:

**FOR CITY OF RICHLAND ENERGY
SERVICES:**

CYNTHIA D. REENTS, ICMA-CM
City Manager

ROBERT HAMMOND
Energy Services Director

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

2018 BUSINESS LICENSE RESERVE FUNDING AGREEMENT

This Agreement, entered into on the ____ day of _____, 2018 is between the **City of Richland**, a Washington municipal corporation (hereinafter referred to as "City"), and the **CITY OF RICHLAND COMMUNITY AND DEVELOPMENT SERVICES**, (hereinafter referred to as "Grantee").

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

I. RECITALS

WHEREAS, per Section 5.04.385 of the Municipal Code of the City of Richland, the purpose of the Business License Reserve Fund (hereafter "Fund") is to promote business activities for the purpose of core development, tourism, general economic development, capital expenditures for community improvements, and for the prevention of blight in the City; and

WHEREAS, Section 5.04.386 and Section 5.04.387 of the Richland Municipal Code identifies the organizations qualified to receive the reserve monies for the purposes identified above. Such organizations include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, business improvement districts, and City of Richland departments whose program or capital expenditures meet the criteria set forth in RMC 5.04.385; and

WHEREAS, Grantee's program meets the criteria established in RMC 5.04.385; and

WHEREAS, the Economic Development Committee recommends an award of business license reserve funding to Grantee.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration contained herein, the parties agree as follows:

II. AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.
2. Purpose. The purpose of this Agreement is to provide funding from the Business License Reserve Fund during 2018 for for the City of Richland's Commercial (Façade) Improvement Program, consistent with Grantee's 2018 application, which is hereby incorporated by reference.
3. City Responsibilities. The City shall provide to Grantee from its Business License Reserve Fund a total of fifty thousand dollars and zero cents (\$50,000.00).

4. Grantee's Responsibilities.

- a. Grantee agrees to utilize, in a prudent and responsible manner, all monies made available by the City under this Agreement solely for costs incurred to accomplish the purpose identified in Section 2, above.
- b. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
- c. Grantee shall submit to the City paid invoice receipts from the approved project before the City reimburses the approved funds.
- d. Should Grantee use the funds for purposes not specified in this Agreement, Grantee shall, within thirty (30) days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
- e. Should Grantee fail to meet the terms of this program and this agreement, Grantee shall be disqualified from future participation in this program and any similar programs offered by the City.
- f. Grantee agrees to be in good financial standing with the City.

III. MISCELLANEOUS PROVISIONS

- 1. Term of Agreement. The effective date of this Agreement shall be the date this agreement is executed. This Agreement expires December 31, 2018. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available. This contract will not carry forward after the expiration date.
- 2. Conflict of Interest. No officer, employee, or agent of the City who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.
- 3. Termination. This Agreement may be terminated by mutual agreement of the parties or by thirty (30) days' written notice by either party to the other.
- 4. Notice. The Redevelopment Project Manager for the City of Richland shall be the contracting officer who shall act for the City under this Agreement. All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

For the City of Richland:
Redevelopment Project Manager
505 Swift Blvd. MS-18
Richland, Washington 99352
Phone: 509-942-7595
Email: mthomas@ci.richland.wa.us

For Grantee:
City of Richland Community and
Development Services
Kerwin Jensen, Community and
Development Services Director
505 Swift Boulevard
MS-35
Richland, WA 99352
Phone: 509-942-7595
Email: kjensen@ci.richland.wa.us

5. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Participant expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
6. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
7. 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.
8. Assignment. Participant shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland.
9. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
10. Legal Action. In the event legal action is necessary to enforce any of the provisions of this Agreement, the parties agree that the prevailing party will be awarded its reasonable attorney's fees and costs in action.
11. Complete Agreement. This Agreement and any documents herein incorporated by reference contain all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

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

FOR CITY OF RICHLAND:

**FOR CITY OF RICHLAND
COMMUNITY AND DEVELOPMENT
SERVICES:**

CYNTHIA D. REENTS, ICMA-CM
City Manager
Director

KERWIN JENSEN
Community and Development Services

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

2018 BUSINESS LICENSE RESERVE FUNDING AGREEMENT

This Agreement, entered into on the ____ day of _____, 2018 is between the **City of Richland**, a Washington municipal corporation (hereinafter referred to as "City"), and the **CITY OF RICHLAND COMMUNITY AND DEVELOPMENT SERVICES**, (hereinafter referred to as "Grantee").

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

I. RECITALS

WHEREAS, per Section 5.04.385 of the Municipal Code of the City of Richland, the purpose of the Business License Reserve Fund (hereafter "Fund") is to promote business activities for the purpose of core development, tourism, general economic development, capital expenditures for community improvements, and for the prevention of blight in the City; and

WHEREAS, Section 5.04.386 and Section 5.04.387 of the Richland Municipal Code identifies the organizations qualified to receive the reserve monies for the purposes identified above. Such organizations include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, business improvement districts, and City of Richland departments whose program or capital expenditures meet the criteria set forth in RMC 5.04.385; and

WHEREAS, Grantee's program meets the criteria established in RMC 5.04.385; and

WHEREAS, the Economic Development Committee recommends an award of business license reserve funding to Grantee.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration contained herein, the parties agree as follows:

II. AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.
2. Purpose. The purpose of this Agreement is to provide funding from the Business License Reserve Fund during 2018 for for the City's Business and Economic Development Office to carry out programs that promote and market businesses in the City's Central Business District and outlying nodal areas of commerce, consistent with Grantee's 2018 application, which is hereby incorporated by reference.

3. City Responsibilities. The City shall provide to Grantee from its Business License Reserve Fund a total of five thousand dollars and zero cents (\$5,000.00).
4. Grantee's Responsibilities.
 - a. Grantee agrees to utilize, in a prudent and responsible manner, all monies made available by the City under this Agreement solely for costs incurred to accomplish the purpose identified in Section 2, above.
 - b. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
 - c. Grantee shall submit to the City paid invoice receipts from the approved project before the City reimburses the approved funds.
 - d. Should Grantee use the funds for purposes not specified in this Agreement, Grantee shall, within thirty (30) days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - e. Should Grantee fail to meet the terms of this program and this agreement, Grantee shall be disqualified from future participation in this program and any similar programs offered by the City.
 - f. Grantee agrees to be in good financial standing with the City.

III. MISCELLANEOUS PROVISIONS

1. Term of Agreement. The effective date of this Agreement shall be the date this agreement is executed. This Agreement expires December 31, 2018. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available. This contract will not carry forward after the expiration date.
2. Conflict of Interest. No officer, employee, or agent of the City who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.
3. Termination. This Agreement may be terminated by mutual agreement of the parties or by thirty (30) days' written notice by either party to the other.
4. Notice. The Redevelopment Project Manager for the City of Richland shall be the contracting officer who shall act for the City under this Agreement. All notices required to be given under this Agreement shall be in writing and shall be deemed

served when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

For the City of Richland:
Redevelopment Project Manager
505 Swift Blvd. MS-18
Richland, Washington 99352
Phone: 509-942-7595
Email: mthomas@ci.richland.wa.us

For Grantee:
City of Richland Community and
Development Services
Kerwin Jensen, Community and
Development Services Director
505 Swift Boulevard
MS-35
Richland, WA 99352
Phone: 509-942-7595
Email: kjensen@ci.richland.wa.us

5. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Participant expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
6. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
7. 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.
8. Assignment. Participant shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland.
9. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
10. Legal Action. In the event legal action is necessary to enforce any of the provisions of this Agreement, the parties agree that the prevailing party will be awarded its reasonable attorney's fees and costs in action.
11. Complete Agreement. This Agreement and any documents herein incorporated by reference contain all the terms and conditions agreed upon by the Parties. No other

Contract No. _____

understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

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

FOR CITY OF RICHLAND:

**FOR CITY OF RICHLAND
COMMUNITY AND DEVELOPMENT
SERVICES:**

CYNTHIA D. REENTS, ICMA-CM
City Manager
Director

KERWIN JENSEN
Community and Development Services

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

2018 BUSINESS LICENSE RESERVE FUNDING AGREEMENT

This Agreement, entered into on the ____ day of _____, 2018 is between the **City of Richland**, a Washington municipal corporation (hereinafter referred to as "City"), and the **UPTOWN BUSINESS IMPROVEMENT DISTRICT**, (hereinafter referred to as "Grantee").

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

I. RECITALS

WHEREAS, per Section 5.04.385 of the Municipal Code of the City of Richland, the purpose of the Business License Reserve Fund (hereafter "Fund") is to promote business activities for the purpose of core development, tourism, general economic development, capital expenditures for community improvements, and for the prevention of blight in the City; and

WHEREAS, Section 5.04.386 and Section 5.04.387 of the Richland Municipal Code identifies the organizations qualified to receive the reserve monies for the purposes identified above. Such organizations include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, business improvement districts, and City of Richland departments whose program or capital expenditures meet the criteria set forth in RMC 5.04.385; and

WHEREAS, Grantee's program meets the criteria established in RMC 5.04.385; and

WHEREAS, the Economic Development Committee recommends an award of business license reserve funding to Grantee.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration contained herein, the parties agree as follows:

II. AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.
2. Purpose. The purpose of this Agreement is to provide funding from the Business License Reserve Fund during 2018 for for the 19th Annual Uptown Chalk Art Festival. Funds would be utilized for the purchase of chalk, supplies ancillary to putting on the event, marketing, advertising, and prizes/giveaways for participants, consistent with Grantee's 2018 application, which is hereby incorporated by reference.

3. City Responsibilities. The City shall provide to Grantee from its Business License Reserve Fund a total of five thousand dollars and zero cents (\$5,000.00).
4. Grantee's Responsibilities.
 - a. Grantee agrees to utilize, in a prudent and responsible manner, all monies made available by the City under this Agreement solely for costs incurred to accomplish the purpose identified in Section 2, above.
 - b. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
 - c. Grantee shall submit to the City paid invoice receipts from the approved project before the City reimburses the approved funds.
 - d. Should Grantee use the funds for purposes not specified in this Agreement, Grantee shall, within thirty (30) days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - e. Should Grantee fail to meet the terms of this program and this agreement, Grantee shall be disqualified from future participation in this program and any similar programs offered by the City.
 - f. Grantee agrees to be in good financial standing with the City.

III. MISCELLANEOUS PROVISIONS

1. Term of Agreement. The effective date of this Agreement shall be the date this agreement is executed. This Agreement expires December 31, 2018. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available. This contract will not carry forward after the expiration date.
2. Conflict of Interest. No officer, employee, or agent of the City who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.
3. Termination. This Agreement may be terminated by mutual agreement of the parties or by thirty (30) days' written notice by either party to the other.
4. Notice. The Redevelopment Project Manager for the City of Richland shall be the contracting officer who shall act for the City under this Agreement. All notices required to be given under this Agreement shall be in writing and shall be deemed

served when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

For the City of Richland:
Redevelopment Project Manager
505 Swift Blvd. MS-18
Richland, Washington 99352
Phone: 509-942-7595
Email: mthomas@ci.richland.wa.us

For Grantee:
Uptown Business Improvement District
Gus Sako, President
PO Box 2279
Richland, WA 99354
Phone: 509-946-0077
Email: oldoctopus@hotmail.com

5. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Participant expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
6. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
7. 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.
8. Assignment. Participant shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland.
9. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
10. Legal Action. In the event legal action is necessary to enforce any of the provisions of this Agreement, the parties agree that the prevailing party will be awarded its reasonable attorney's fees and costs in action.
11. Complete Agreement. This Agreement and any documents herein incorporated by reference contain all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

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

FOR CITY OF RICHLAND:

**FOR UPTOWN BUSINESS
IMPROVEMENT DISTRICT:**

CYNTHIA D. REENTS, ICMA-CM
City Manager

GUS SAKO
President

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

2018 BUSINESS LICENSE RESERVE FUNDING AGREEMENT

This Agreement, entered into on the ____ day of _____, 2018 is between the **City of Richland**, a Washington municipal corporation (hereinafter referred to as "City"), and the **UPTOWN BUSINESS IMPROVEMENT DISTRICT**, (hereinafter referred to as "Grantee").

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

I. RECITALS

WHEREAS, per Section 5.04.385 of the Municipal Code of the City of Richland, the purpose of the Business License Reserve Fund (hereafter "Fund") is to promote business activities for the purpose of core development, tourism, general economic development, capital expenditures for community improvements, and for the prevention of blight in the City; and

WHEREAS, Section 5.04.386 and Section 5.04.387 of the Richland Municipal Code identifies the organizations qualified to receive the reserve monies for the purposes identified above. Such organizations include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, business improvement districts, and City of Richland departments whose program or capital expenditures meet the criteria set forth in RMC 5.04.385; and

WHEREAS, Grantee's program meets the criteria established in RMC 5.04.385; and

WHEREAS, the Economic Development Committee recommends an award of business license reserve funding to Grantee.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration contained herein, the parties agree as follows:

II. AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.
2. Purpose. The purpose of this Agreement is to provide funding from the Business License Reserve Fund during 2018 for for the next phase of the Uptown Mural Program. Funds would be utilized for the purchase and reimbursement of paint, supplies, rental of equipment, artist time and labor, anti-graffiti seal, and other cost ancillary to the commission of one or more murals, consistent with Grantee's 2018 application, which is hereby incorporated by reference.

3. City Responsibilities. The City shall provide to Grantee from its Business License Reserve Fund a total of twenty thousand dollars and zero cents (\$20,000.00).
4. Grantee's Responsibilities.
 - a. Grantee agrees to utilize, in a prudent and responsible manner, all monies made available by the City under this Agreement solely for costs incurred to accomplish the purpose identified in Section 2, above.
 - b. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
 - c. Grantee shall submit to the City paid invoice receipts from the approved project before the City reimburses the approved funds.
 - d. Should Grantee use the funds for purposes not specified in this Agreement, Grantee shall, within thirty (30) days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - e. Should Grantee fail to meet the terms of this program and this agreement, Grantee shall be disqualified from future participation in this program and any similar programs offered by the City.
 - f. Grantee agrees to be in good financial standing with the City.

III. MISCELLANEOUS PROVISIONS

1. Term of Agreement. The effective date of this Agreement shall be the date this agreement is executed. This Agreement expires December 31, 2018. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available. This contract will not carry forward after the expiration date.
2. Conflict of Interest. No officer, employee, or agent of the City who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.
3. Termination. This Agreement may be terminated by mutual agreement of the parties or by thirty (30) days' written notice by either party to the other.
4. Notice. The Redevelopment Project Manager for the City of Richland shall be the contracting officer who shall act for the City under this Agreement. All notices required to be given under this Agreement shall be in writing and shall be deemed

served when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

For the City of Richland:
Redevelopment Project Manager
505 Swift Blvd. MS-18
Richland, Washington 99352
Phone: 509-942-7595
Email: mthomas@ci.richland.wa.us

For Grantee:
Uptown Business Improvement District
Gus Sako, President
PO Box 2279, Richland, WA 99354
Phone: 509-946-0077
Email: oldoctopus@hotmail.com

5. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Participant expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
6. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
7. 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.
8. Assignment. Participant shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland.
9. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
10. Legal Action. In the event legal action is necessary to enforce any of the provisions of this Agreement, the parties agree that the prevailing party will be awarded its reasonable attorney's fees and costs in action.
11. Complete Agreement. This Agreement and any documents herein incorporated by reference contain all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

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

FOR CITY OF RICHLAND:

**FOR UPTOWN BUSINESS
IMPROVEMENT DISTRICT:**

CYNTHIA D. REENTS, ICMA-CM
City Manager

GUS SAKO
President

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

2018 BUSINESS LICENSE RESERVE FUNDING AGREEMENT

This Agreement, entered into on the ____ day of _____, 2018 is between the **City of Richland**, a Washington municipal corporation (hereinafter referred to as "City"), and the **CITY OF RICHLAND COMMUNICATIONS AND MARKETING**, (hereinafter referred to as "Grantee").

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

I. RECITALS

WHEREAS, per Section 5.04.385 of the Municipal Code of the City of Richland, the purpose of the Business License Reserve Fund (hereafter "Fund") is to promote business activities for the purpose of core development, tourism, general economic development, capital expenditures for community improvements, and for the prevention of blight in the City; and

WHEREAS, Section 5.04.386 and Section 5.04.387 of the Richland Municipal Code identifies the organizations qualified to receive the reserve monies for the purposes identified above. Such organizations include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, business improvement districts, and City of Richland departments whose program or capital expenditures meet the criteria set forth in RMC 5.04.385; and

WHEREAS, Grantee's program meets the criteria established in RMC 5.04.385; and

WHEREAS, the Economic Development Committee recommends an award of business license reserve funding to Grantee.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration contained herein, the parties agree as follows:

II. AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.
2. Purpose. The purpose of this Agreement is to provide funding from the Business License Reserve Fund during 2018 for for the marketing of the City of Richland and its events to regions throughout the pacific northwest. Funds would be utilized for advertising, marketing, and ancillary costs in the commission of a full fledged tourism campaign, consistent with Grantee's 2018 application, which is hereby incorporated by reference.

3. City Responsibilities. The City shall provide to Grantee from its Business License Reserve Fund a total of fifteen thousand dollars and zero cents (\$15,000.00).
4. Grantee's Responsibilities.
 - a. Grantee agrees to utilize, in a prudent and responsible manner, all monies made available by the City under this Agreement solely for costs incurred to accomplish the purpose identified in Section 2, above.
 - b. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
 - c. Grantee shall submit to the City paid invoice receipts from the approved project before the City reimburses the approved funds.
 - d. Should Grantee use the funds for purposes not specified in this Agreement, Grantee shall, within thirty (30) days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - e. Should Grantee fail to meet the terms of this program and this agreement, Grantee shall be disqualified from future participation in this program and any similar programs offered by the City.
 - f. Grantee agrees to be in good financial standing with the City.

III. MISCELLANEOUS PROVISIONS

1. Term of Agreement. The effective date of this Agreement shall be the date this agreement is executed. This Agreement expires December 31, 2018. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available. This contract will not carry forward after the expiration date.
2. Conflict of Interest. No officer, employee, or agent of the City who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.
3. Termination. This Agreement may be terminated by mutual agreement of the parties or by thirty (30) days' written notice by either party to the other.
4. Notice. The Redevelopment Project Manager for the City of Richland shall be the contracting officer who shall act for the City under this Agreement. All notices required to be given under this Agreement shall be in writing and shall be deemed

served when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

For the City of Richland:
Redevelopment Project Manager
505 Swift Blvd. MS-18
Richland, Washington 99352
Phone: 509-942-7595
Email: mthomas@ci.richland.wa.us

For Grantee:
City of Richland Communications and
Marketing
Hollie Logan, Communications and
Marketing Manager
505 Swift Boulevard
MS-39
Richland, WA 99352
Phone: 509-942-7386
Email: hlogan@ci.richland.wa.us

5. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Participant expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
6. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
7. 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.
8. Assignment. Participant shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland.
9. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
10. Legal Action. In the event legal action is necessary to enforce any of the provisions of this Agreement, the parties agree that the prevailing party will be awarded its reasonable attorney's fees and costs in action.
11. Complete Agreement. This Agreement and any documents herein incorporated by reference contain all the terms and conditions agreed upon by the Parties. No other

Contract No. _____

understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

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

FOR CITY OF RICHLAND:

**FOR CITY OF RICHLAND
COMMUNICATIONS AND
MARKETING:**

CYNTHIA D. REENTS, ICMA-CM
City Manager
Manager

HOLLIE LOGAN
Communications and Marketing

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

2018 BUSINESS LICENSE RESERVE FUNDING AGREEMENT

This Agreement, entered into on the ____ day of _____, 2018 is between the **City of Richland**, a Washington municipal corporation (hereinafter referred to as "City"), and the **TRI-CITY REGIONAL CHAMBER OF COMMERCE**, (hereinafter referred to as "Grantee").

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

I. RECITALS

WHEREAS, per Section 5.04.385 of the Municipal Code of the City of Richland, the purpose of the Business License Reserve Fund (hereafter "Fund") is to promote business activities for the purpose of core development, tourism, general economic development, capital expenditures for community improvements, and for the prevention of blight in the City; and

WHEREAS, Section 5.04.386 and Section 5.04.387 of the Richland Municipal Code identifies the organizations qualified to receive the reserve monies for the purposes identified above. Such organizations include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, business improvement districts, and City of Richland departments whose program or capital expenditures meet the criteria set forth in RMC 5.04.385; and

WHEREAS, Grantee's program meets the criteria established in RMC 5.04.385; and

WHEREAS, the Economic Development Committee recommends an award of business license reserve funding to Grantee.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration contained herein, the parties agree as follows:

II. AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.
2. Purpose. The purpose of this Agreement is to provide funding from the Business License Reserve Fund during 2018 for for the sponsorship of a Richland-based business to participate in the Tri-City Regional Chamber's Economic Gardening Program, consistent with Grantee's 2018 application, which is hereby incorporated by reference.
3. City Responsibilities. The City shall provide to Grantee from its Business License Reserve Fund a total of fourteen thousand dollars and zero cents (\$14,000.00).

4. Grantee's Responsibilities.

- a. Grantee agrees to utilize, in a prudent and responsible manner, all monies made available by the City under this Agreement solely for costs incurred to accomplish the purpose identified in Section 2, above.
- b. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
- c. Grantee shall submit to the City paid invoice receipts from the approved project before the City reimburses the approved funds.
- d. Should Grantee use the funds for purposes not specified in this Agreement, Grantee shall, within thirty (30) days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
- e. Should Grantee fail to meet the terms of this program and this agreement, Grantee shall be disqualified from future participation in this program and any similar programs offered by the City.
- f. Grantee agrees to be in good financial standing with the City.
- g. Grantee agrees to select two Richland based businesses with valid Business Licenses for participation in the Economic Gardening Program.
- h. Grantee agrees to form a selection committee consisting of one member of the City's Economic Development Committee and one member of City staff to select the two business recipients for participation.

III. MISCELLANEOUS PROVISIONS

- 1. Term of Agreement. The effective date of this Agreement shall be the date this agreement is executed. This Agreement expires December 31, 2018. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available. This contract will not carry forward after the expiration date.
- 2. Conflict of Interest. No officer, employee, or agent of the City who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.

3. Termination. This Agreement may be terminated by mutual agreement of the parties or by thirty (30) days' written notice by either party to the other.
4. Notice. The Redevelopment Project Manager for the City of Richland shall be the contracting officer who shall act for the City under this Agreement. All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

For the City of Richland:
Redevelopment Project Manager
505 Swift Blvd. MS-18
Richland, Washington 99352
Phone: 509-942-7595
Email: mthomas@ci.richland.wa.us

For Grantee:
Tri-City Regional Chamber of
Commerce
Karen Livas, Small Business Programs
Director
7130 West Grandridge Boulevard
Suite C
Kennewick, WA 99336
Phone: 509-491-3234
Email:
karen.livas@tricityregionalchamber.com

5. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Participant expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
6. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
7. 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.
8. Assignment. Participant shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland.
9. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

10. Legal Action. In the event legal action is necessary to enforce any of the provisions of this Agreement, the parties agree that the prevailing party will be awarded its reasonable attorney's fees and costs in action.
11. Complete Agreement. This Agreement and any documents herein incorporated by reference contain all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

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

FOR CITY OF RICHLAND:

**FOR TRI-CITY REGIONAL CHAMBER
OF COMMERCE:**

CYNTHIA D. REENTS, ICMA-CM
City Manager

LORI MATTSON
Executive Director

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 27-18, Awarding Service Contracts to Intermountain Materials Testing and Geotechnical as well as Materials Testing and Inspection for Materials Testing Services

Department:
Public Works

Ordinance/Resolution Number:
27-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 27-18, authorizing the City Manager to sign and execute agreements with Intermountain Materials Testing & Geotechnical and Materials Testing & Inspection to provide materials testing services.

Summary:

Public Works Engineering staff require material testing services as part of their quality control work for City-funded and private development infrastructure construction. These services have traditionally been obtained by contract. Staff believes contracting for these services continues to be the best model. The City's best interests are served by regularly seeking the best value by bidding these services.

On December 20, 2017, the City issued a Request for Proposal, soliciting responses from vendors interested in establishing a contract for materials testing services for roadway and building construction. Four responses were received, of which two vendors were selected as most qualified.

Intermountain Materials Testing and Geotechnical (IMT) is a familiar vendor with a long history of performing materials testing for the City of Richland. Materials Testing and Inspection (MTI) also submitted a strong proposal. A follow-up interview, along with a tour of the laboratory facility, determined MTI to meet Richland's needs.

Staff proposes to enter into a three-year contract with IMT and a one-year contract with MTI, with an option to extend an additional two (2) years. These contracts will not include the materials testing services for the Duportail Bridge project. Those services are being bid as a stand alone contract because of the likely magnitude of the contract. Staff will present a recommended contract for Duportail Bridge materials testing at an upcoming Council meeting.

Staff recommends approval of Resolution No. 27-18.

Fiscal Impact:

The total costs for the two contracts during 2018 is estimated at \$70,000. Materials testing for private development infrastructure is budgeted in the Public Works Admin & Engineering budget for \$20,000 in 2018. 2018 Capital Improvement Plan projects are funded with materials testing expenses included. Existing 2018 budgets have funds available to cover the costs of these two contracts.

Attachments:

- I. Resolution No. 27-18

RESOLUTION NO. 27-18

A RESOLUTION of the City of Richland authorizing Service Agreements with Intermountain Materials Testing & Geotechnical and Materials Testing & Inspection for on-call materials testing services of roadway and utility construction.

WHEREAS, the City of Richland requires material testing services to ensure infrastructure is built to project specifications; and

WHEREAS, the City desires to identify providers of this service through a fair and competitive process; and

WHEREAS, City staff issued a Request for Proposal (RFP) to solicit providers of this service; and

WHEREAS, the City received four (4) responses to the RFP and determined two (2) providers were comparable when scored per the established evaluation criteria; and

WHEREAS, City staff believes that hiring both firms will provide flexibility and ensure availability of required material testing services to meet the expected construction project workload.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute service agreements with Intermountain Materials Testing & Geotechnical and with Materials Testing & Inspection to provide the City's materials testing needs.

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 20th 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: 02/20/2018

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from January 29, 2018 - February 9, 2018 for \$8,039,946.94 including Check Nos. 254288-254588, Wire Nos. 6706-6725, Payroll Check Nos. 129988-130501, and Payroll Wire/ACH Nos. 10295-10317

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from January 29, 2018, to February 9, 2018 in the amount of \$8,039,946.94.

Summary:

Breakdown of Expenditures:

Check Nos.	254288-254588	1,557,870.75
Wire Nos.	6706-6725	4,005,613.22
Payroll Check Nos.	129988-130501	19,823.61
Payroll Wires/ACH	10295-10317	2,456,639.36
TOTAL		\$8,039,946.94

Fiscal Impact:

Yes

Total Disbursements: \$8,039,946.94. Disbursements (wire transfers) include \$3,665,554.00 for purchase power.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
JANUARY 29 - FEBRUARY 12, 2018

Payee	Wire Description	Amount
Claim Wires - Wire No. 6706 to 6725		
AW Rehn Insurance	Fire Health Reimbursement Account	20,184.75
Bonneville Power Administration	Purchase Power	3,665,554.00
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	311,006.07
Conover	Section 125	1,766.36
Discovery Benefits	Section 125 - New Provider	4,728.25
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,313.00
Payment Processing, Inc.	Landfill Merchant Service Fees	1,060.79
	Total Claim Wire Transfers	\$ 4,005,613.22
Payroll Wires & Direct Deposits (ACH) - Wire No. 10295 to 10317		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,456,639.36
Total Claim & Payroll Wires/ACH		\$ 6,462,252.58

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



City Of Richland

VL-1 Voucher Listing

From: 1/29/2018 To: 2/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001		GENERAL FUND			
Division:	000	UNASSIGNED			
AMUNDSON, JON		18-040 AMUNDSON	254416	18-040 SGR LEADERSHIP CONFE	\$108.00
BENTON COUNTY TREASURER		0118BC	254526	CRIME VICTIMS COMP BCDC-JAN 18	\$602.18
CITY OF RICHLAND		020218	254436	CASHIER SHORTAGE-HANE	\$23.00
HAMMOND, BOB		18-038 HAMMOND	254552	18-038 NRU/RMC/PPC MEETINGS	\$588.93
LARKIN, DAVID		18-036 LARKIN	254560	18-036 RMC MEETING	\$433.73
LARSEN, PAM BROWN		18-007 LARSEN	254479	18-007 ECA PEER EXCHANGE	\$158.00
PERMIT REFUND		2017-002905	254306	2158 HAWK HAVEN-PERMIT REFUND	\$3.60
				2158 HAWK HAVEN-PERMIT REFUND	\$5,786.40
		2017-003662	254380	551 ROSLYN CT - CANCELLATION	\$3.60
				551 ROSLYN CT - CANCELLATION	\$2,080.76
		2018-000251	254372	309 BRADLEY-REFUND-DUPLICATE	\$154.21
RATKAI, N. ZACH		18-001 RATKAI	254501	18-001 WINE EXPO & TRADE SH	\$176.00
RECWARE REFUND		011218	254530	REFUND INCLEMENT WEATHER	\$19.15
				REFUND ACTIVITY CANCELLATIO	\$7.75
				REFUND PARKS AND RECREATION	\$25.00
				REFUND INCLEMENT WEATHER	\$11.94
				REFUND PARKS AND RECREATION	\$10.00
				REFUND ACTIVITY CANCELLATIO	\$7.50
			254532	REFUND INCLEMENT WEATHER	\$11.94
				REFUND ACTIVITY CANCELLATIO	\$7.50
				REFUND INCLEMENT WEATHER	\$19.15
				REFUND PARKS AND RECREATION	\$10.00
				REFUND ACTIVITY CANCELLATIO	\$7.75
				REFUND PARKS AND RECREATION	\$25.00
			254534	REFUND ACTIVITY CANCELLATIO	\$7.50
				REFUND PARKS AND RECREATION	\$25.00
				REFUND INCLEMENT WEATHER	\$19.15
				REFUND INCLEMENT WEATHER	\$11.94
				REFUND ACTIVITY CANCELLATIO	\$7.75
				REFUND PARKS AND RECREATION	\$10.00
			254558	REFUND INCLEMENT WEATHER	\$19.15
				REFUND PARKS AND RECREATION	\$25.00
				REFUND ACTIVITY CANCELLATIO	\$7.75
				REFUND INCLEMENT WEATHER	\$11.94
				REFUND PARKS AND RECREATION	\$10.00
				REFUND ACTIVITY CANCELLATIO	\$7.50
			254559	REFUND INCLEMENT WEATHER	\$19.15
				REFUND PARKS AND RECREATION	\$25.00



City Of Richland

VL-1 Voucher Listing

From: 1/29/2018 To: 2/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RECFWARE REFUND	011218		254559	REFUND INCLEMENT WEATHER	\$11.94
				REFUND PARKS AND RECREATION	\$10.00
				REFUND ACTIVITY CANCELLATIO	\$7.75
				REFUND ACTIVITY CANCELLATIO	\$7.50
			254566	REFUND ACTIVITY CANCELLATIO	\$7.50
				REFUND PARKS AND RECREATION	\$25.00
				REFUND INCLEMENT WEATHER	\$11.94
				REFUND ACTIVITY CANCELLATIO	\$7.75
				REFUND PARKS AND RECREATION	\$10.00
				REFUND INCLEMENT WEATHER	\$19.15
			254572	REFUND ACTIVITY CANCELLATIO	\$22.76
				REFUND INCLEMENT WEATHER	\$23.88
	011518			REFUND ACTIVITY CANCELLATIO	\$38.24
			254575	REFUND ACTIVITY CANCELLATIO	\$22.76
				REFUND INCLEMENT WEATHER	\$23.88
				REFUND ACTIVITY CANCELLATIO	\$38.24
			254582	REFUND INCLEMENT WEATHER	\$23.88
				REFUND ACTIVITY CANCELLATIO	\$22.76
				REFUND ACTIVITY CANCELLATIO	\$38.24
			254542	REFUND DEPOSIT/KING	\$200.00
				REFUND PARKS AND RECREATION	\$24.75
			254545	REFUND DEPOSIT/KING	\$200.00
				REFUND PARKS AND RECREATION	\$24.75
	012318		254561	REFUND CUSTOMER COMPLAINT	\$9.00
	013018		254550	REFUND DEPOSIT/BASS	\$425.00
WASHINGTON STATE TREASURER WHITNEY, CLINT	0118WS		254583	FINES & FORFEITURES BC-JAN18	\$32,547.33
	18-037 WHITNEY		254586	18-037 NRU/RMC/PPC MEETINGS	\$588.93
UNASSIGNED TOTAL ****					\$44,880.85
Division:	001	CITY COUNCIL			
CHRISTENSEN, TERRY		18-011 CHRISTENSE	254435	18-011 ECA PEER EXCHANGE	\$1,296.60
PARADISE BOTTLED WATER CO		1/18-CITYATTORNE	254569	BOTTLED WATER-JANUARY	\$37.73
THOMPSON, ROBERT		18-010 THOMPSON	254511	18-010 ECA PEER EXCHANGE	\$1,083.84
CITY COUNCIL TOTAL ****					\$2,418.17
Division:	100	CITY MANAGER			
SPRINGSTED INCORPORATED	P057871	4	254578	CLASS AND COMPENSATION STUDY	\$13,000.00
CITY MANAGER TOTAL ****					\$13,000.00
Division:	101	CITY CLERK			
CODE PUBLISHING INC		58710	254301	RMC ELECTRONIC UPDATES 1/17	\$116.47
PARADISE BOTTLED WATER CO		1/18-CITYATTORNE	254569	BOTTLED WATER-JANUARY	\$11.32
TRI CITY HERALD	S017755	3389284	254351	MTG NOTICE 120517 COUNCIL RAN	\$37.08



City Of Richland

VL-1 Voucher Listing

From: 1/29/2018 To: 2/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRI CITY HERALD	S017755	3394638	254351	PHN 120217 AS RAN ON 12/03/17	\$51.91
	S017755	3407274		PHN 120517 COUNCIL RAN ON 12/0	\$70.65
	S017755	3407324		PUBLISH RES COUNCIL RAN ON	\$518.08
	S017755	3426688		ORD 53-17 AS RAN ON 12/10/17 A	\$22.25
	S017755	3426718		ORD 54-17 PW RAN ON 12/10/17 A	\$39.55
	S017755	3448058		ORD 51-17 AS RAN ON 12/24/17 A	\$54.38
	S017755	3448094		ORD 56-17 AS RAN ON 12/24/17 A	\$24.72
	S017755	3448111		ORD 55-17 CA RAN ON 12/24/17 A	\$24.72
CITY CLERK TOTAL ****					\$971.13
Division:	102	CITY ATTORNEY			
BELL BROWN & RIO PLLC		943	254421	PROSECUTION SRVCS-FEBRUARY	\$22,716.09
JOYCE ZIKER PARKINSON PLLC		49020	254321	TRAVELERS LITIGATION	\$3,156.50
KINTZLEY, HEATHER		18-012 KINTZLEY	254476	WCIA FULL BOARD MEETING	\$74.00
PARADISE BOTTLED WATER CO		1/18-CITYATTORNE	254569	BOTTLED WATER-JANUARY	\$7.55
SUMMIT LAW GROUP PLLC		90044	254404	LABOR & EMPLOYMENT	\$1,799.50
XEROX CORPORATION		092165967	254587	MX4-344681 BASE/PRINTS-JAN	\$49.48
CITY ATTORNEY TOTAL ****					\$27,803.12
Division:	110	ASSISTANT CITY MANAGER			
AMUNDSON, JON		18-040 AMUNDSON	254416	18-040 GOV'T RESOURCES LDRS	\$43.00
CITY OF RICHLAND			254437	18-040 GOV'T RESOURCES LDRS	\$108.00
PARADISE BOTTLED WATER CO		1/18-CITYATTORNE	254569	BOTTLED WATER-JANUARY	\$11.32
XEROX CORPORATION		092165967	254587	MX4-344681 BASE/PRINTS-JAN	\$236.69
				MX4-344681 BASE/PRINTS-JAN	\$48.73
ASSISTANT CITY MANAGER TOTAL ****					\$447.74
Division:	111	COMMUNICATIONS & MARKETING			
ACCO BRANDS USA LLC		2683441	254523	SERVICE CALL-LABOR	\$205.00
WEST COAST PAPER COMPANY		10499286	254585	PAPER 20# WHITE	\$466.98
COMMUNICATIONS & MARKETING TOTAL ****					\$671.98
Division:	113	HANFORD COMMUNITIES			
LARSEN, PAM BROWN		18-007 LARSEN	254479	ECA PEER EXCHANGE	\$174.76
LUNDGREN, REGINA E		RCH-HCN-546	254480	WINTER NEWSLETTER	\$1,700.00
PARADISE BOTTLED WATER CO		1/18-CITYATTORNE	254569	BOTTLED WATER-JANUARY	\$7.55
XEROX CORPORATION		092165967	254587	MX4-344681 BASE/PRINTS-JAN	\$49.47
HANFORD COMMUNITIES TOTAL ****					\$1,931.78
Division:	120	FIRE			
FEDERAL EXPRESS CORP		6-068-89237	254457	SHIPPING FOR NEW ENG PARTS	\$9.60
FRONTIER		02/18 2061880334	254460	VHF PHONE LINE 01/19-02/18/18	\$422.86
GALLS, LLC	P058580	009140973	254461	S511 SILRAY, EAGLE FIRE SHIELD	\$253.58
	P058580			S511 SILRAY, EAGLE FIRE SHIELD	\$126.79
	P058580			ONE BUGLE CENTER SEAL	\$7.60



City Of Richland

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From: 1/29/2018 To: 2/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GALLS, LLC	P058580	009140973	254461	FIRE SCRAMBLE SEAL	\$3.80
RICHLAND ACE HARDWARE		60163	254503	UTILITY TOTE	\$11.94
SEA WESTERN INC	P058774	203580	254342	HAIX FIRE HUNTER XTREME PULL O	\$792.78
SEW FABULOUS		1347	254576	HEM 6 PAIRS OF PANTS	\$97.74
UPTOWN CLEANERS		95132	254517	LINEN/UNIFORM LAUNDRY SRVCS	\$257.52
		95215-		LINEN/UNIFORM LAUNDRY SRVCS	\$291.98
		95258		LINEN/UNIFORM LAUNDRY SRVCS	\$288.45
		95294		LINEN/UNIFORM LAUNDRY SRVCS	\$264.63
		95325		NEW PANT LABELS	\$65.70
VAN BEEK, MICHAEL		012518	254518	REIMB DISHES FOR ST. 73	\$63.77
FIRE TOTAL ****					\$2,958.74
Division:	130	POLICE			
AXON ENTERPRISE, INC	P058672	SI1517722	254419	SHIPPING	\$40.76
	P058672			11504 - HOLSTER, BLACKHAWK, LE	\$2,787.54
	P058672			11501 - HOLSTER, BLACKHAWK, RI	\$123.89
	P058672			ADJUST FOR TAX	\$0.01
BENTON COUNTY PROSECUTOR'S OFFICE		4TH QTR 2017	254362	KIDS HAVEN 4TH QTR 2017	\$2,442.06
CITY OF RICHLAND		18-013 MATHENY	254540	18-013 SHOT SHOW	\$342.80
		18-014 WOODHOUSE		18-014 SHOT SHOW	\$312.04
		18-017 MUAI	254437	18-017 DT LVL 1 INSTRUCTOR	\$927.90
		18-018 MUAI		18-018 DT LVL 1 INSTRUCTOR	\$978.45
COBB, MICHAEL		18-043 COBB	254440	18-043 PIERCE COUNTY S.O. F	\$64.00
COLUMBIA FITNESS		M290	254370	TREADMILL SERVICE	\$54.30
DOMESTIC VIOLENCE SERVICES		25000	254376	DOMESTIC VIOLENCE SRVCS-DEC 17	\$888.50
DUBOIS, WAYNE K		042917	254451	REIMB TUITION	\$319.38
INTERNATIONAL ASSN OF CHIEFS OF POLICE		1001282663	254382	2018 IACP DUES-T CROSKREY	\$150.00
		1001287334		2018 IACP DUES-M COBB	\$150.00
		1001298361		2018 IACP DUES-C SMITH	\$150.00
KOE, BRANDON		18-085 KOE	254477	18-085 NARCOTICS DISPOSAL	\$18.00
MOON SECURITY SERVICES INC		908406	254391	SVC CALL/RPD RANGE COMMUNICATO	\$271.50
NATIONAL TACTICAL OFFICERS ASN		1324	254392	SWAT COMMAND I TRNG-NELSON	\$700.00
ORION SAFETY PRODUCTS	P058720	00273422	254331	0730-02 - 30 MIN. SPIKELESS WA	\$358.64
RIVER CITY TOWING INC		16079	254399	TOW CHARGE	\$48.87
		16083		TOW CHARGE	\$48.87
		16084		TOW CHARGE	\$48.87
		16101		TOW CHARGE	\$48.87
		16102		TOW CHARGE	\$48.87
		16109		TOW CHARGE	\$48.87
TACTICAL ENERGETIC ENTRY SYSTEMS LLC		3270	254405	EXPL BRCH COURSE-CROUCH/HESLA	\$1,980.00
TREASURE VALLEY COFFEE CO		100931	254407	RPD COFFEE DELIVERY	\$159.82
VERIZON WIRELESS	P058777	9796569652	254356	Verizon Invoice for November	\$112.33



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P058777	9796569652	254356	Verizon Invoice for November	\$75.17
	P058778	9798366612		Verizon Charges December 2017	\$75.17
	P058778			Verizon Charges December 2017	\$112.33
WASHINGTON ASN OF SHERIFFS & POLICE CHIEFS		DUES 2018-00254	254412	2018 WASPC DUES-SKINNER	\$365.00
POLICE TOTAL ****					\$14,252.81
Division:	213	INFORMATION TECHNOLOGY			
CANON FINANCIAL SERVICES, INC		18207729	254531	CANON-IRC5550I-XLG04985-JAN	\$198.69
COLUMBIA INDUSTRIES SUPPORT LLC		0060385	254547	ON SITE SHREDDING WO #0098048	\$27.50
N HARRIS COMPUTER CORPORATION		XT00133525	254329	SALES TAX FOR INV MN00070453	\$746.87
				SALES TAX FOR INV MN00070453	\$209.41
				SALES TAX FOR INV XT00046066	\$124.50
				SALES TAX FOR INV MN00070453	\$94.12
INFORMATION TECHNOLOGY TOTAL ****					\$1,401.09
Division:	220	HUMAN RESOURCES			
CANON FINANCIAL SERVICES, INC		18207730	254431	CANON-IRC5550I-XLG04984-JAN	\$198.69
CITY VIEW MINI STORAGE		2018-UNIT 14	254438	STORAGE UNIT FEE 1/1-12/31/18	\$1,100.00
EMPLOYMENT SCREENING SERVICES, INC		39104541194	254453	BACKGROUND/REFERENCE CHECKS	\$29.00
MOON, TAE-IM PHD		010618	254490	PSYCH EVALUATION- LARPENTEUR	\$800.00
ON SCENE MEDICAL SERVICES, P.C.		0005	254494	PRE EMP-PHYSICALS/HEARING/VACC	\$4,019.00
				PRE EMP-PHYSICALS/HEARING/VACC	\$75.00
HUMAN RESOURCES TOTAL ****					\$6,221.69
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
ABADAN INC		CNIN146077	254414	XEROX6605 MAINT 1/23-2/22/18	\$141.13
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$141.13
Division:	301	DEVELOPMENT SERVICES			
BENTON CLEAN AIR AUTHORITY		2018-COR-Q1	254422	1ST QTR 2018 ASSESSMENT PYMT	\$14,869.22
BENTON FRANKLIN COUNCIL OF GOVERNMENTS		2018-8	254527	2018 BFCG MEMBER ASSESSMENT	\$13,100.00
JENNINGS, TYLER		013118	254470	REIMB COMM MECHANICAL INSPE	\$209.00
KIM FETROW PHOTOGRAPHY		1768	254475	STAFF PHOTOS	\$300.00
MCLEAN LAW OFFICE		GM-01302018	254484	C178-14 HEARING EXAMINER SRVCS	\$2,485.00
MID COLUMBIA ENGINEERING INC	P058675	ST009702	254485	ANISA GARCIA, CLERICAL ASSISTA	\$479.72
	P058675	ST009708	254563	ANISA GARCIA, CLERICAL ASSISTA	\$745.20
TRI CITY HERALD	S017755	3427996	254351	PHN RAN ON 12/10/17 AD #000342	\$54.38
	S017755	3431815		PHN 012518 HE RAN ON 12/12/17	\$57.96
DEVELOPMENT SERVICES TOTAL ****					\$32,300.48
Division:	303	LIBRARY			
PACIFIC OFFICE AUTOMATION		162016	254332	RICOH PRINTER	\$60.72
TED BROWN MUSIC COMPANY INC	P058461	2772642 RETAINAGE	254510	UPGRADE AUDIO/VIDEO SYSTEM IN	\$688.87
UNITED PARCEL SERVICE	S017758	000986641048	254354	GROUND PKG TO FORT VANCOUVER	\$3.67



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LIBRARY TOTAL ****					\$753.26
Division:	331	PARKS & REC - RECREATION			
CAMARENA LATIN RHYTHMS		JANUARY 2018	254429	SALSA INSTRUCTOR-JANUARY	\$1,199.45
COLUMBIA GRAIN & FEED INC		154507	254546	STRAW BALES-FALL CARNIVAL	\$130.16
ELIZABETH E TROST		JANUARY 2018	254309	JANUARY CLASS-6748	\$239.18
HEALTHY FEET LLC			254317	FOOT CARE CLASSES-JAN	\$993.60
MILESTONES ATHLETIC SUPPLY INC		86699	254564	BASKETBALLS	\$108.60
PEACEFUL PATHWAY		FALL 2017	254334	PRESCHOOL CLASS #6533/6544	\$2,422.00
SZENDRE, JOLENE		DECEMBER 2017	254579	YOGA CLASS #6481-DECEMBER 2017	\$21.35
		NOVEMBER 2017		YOGA CLASS #6480-NOVEMBER 2017	\$43.05
		OCTOBER 2017		YOGA CLASS #6479-OCTOBER 2017	\$43.05
PARKS & REC - RECREATION TOTAL ****					\$5,200.44
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		11911647	254290	RCC RECOAT HARDWOOD FLOORS	\$5,304.19
ALLSTAR CONSTRUCTION GROUP INC	P058539	207 FINAL	254415	CONCRETE WORK AT COL PLAYFIEL	\$13,416.11
ARAMARK UNIFORM SERVICES INC	S017763	01/18-934962000	254524	LINEN CHARGES FOR JANUARY, 201	\$577.74
ASSOCIATED UNDERWATER SERVICES INC	P058469	5573	254417	REPAIR LEE DOCK DOLPHIN PILE	\$23,009.20
BENTON COUNTY SHERIFF'S OFFICE		12/17-WORKCREW II	254363	WORKCREW II-DEC 2017	\$9,083.53
BOYD'S TREE SERVICE LLC		5879	254294	2017 RETENTION	\$1,389.43
		5881	254365	2014 RETENTION	\$2,429.16
BUILDERS HARDWARE & SUPPLY CO INC	P058781	S3607373.001	254426	BHS Access Library Baseplate	\$1,153.70
		S3611712.001	254295	BHS ACCESS CONTROL SERVICE	\$769.58
CASCADE NATURAL GAS CORP		01/18-61897100006	254297	NAT GAS 955 NRTHGT 12/15-01/18	\$2,051.58
		01/18-73638100005		NAT GAS 500 AMON 12/15-01/18	\$2,568.59
		01/18-75226321539		NAT GAS 2710 DUPRT 12/16-1/17	\$1,261.56
		01/18-80577100003		NAT GAS 200 BLDG 12/14-1/17/18	\$3,648.67
		01/18-90577100002		NAT GAS BLDG 300 12/14-1/17/18	\$3,447.34
COMPLETE CLEANING SYSTEMS		75370	254303	MACHINE SCRUB WAREHOUSE	\$175.00
GRAINGER	S017760	9681558426	254551	COUPLER PLUG ITEM #30N275	\$208.29
GTP INVESTMENTS LLC	P058743	404829796	254465	BADGER MTN LEASE FOR CITYY CEL	\$22.26
	P058743	404829804		BADGER MTN LEASE FOR CITYY CEL	\$312.50
H & N ELECTRIC		32495	254314	GLYCOL PUMP	\$385.53
MECHANICAL SALES INC		692553	254326	HVAC SUPPLIES LIBRARY	\$1,996.24
MOON SECURITY SERVICES INC		909492	254391	BASIC FIRE MONITOR LIBRARY	\$36.00
		910290		ST#74 CELL GSM FIRE B/U	\$50.00
		910676		BASIC FIRE MONITOR CREST	\$59.00
		911895		BASIC FIRE MONITORING	\$33.00
				BASIC FIRE MONITORING	\$36.00
RICHLAND ACE HARDWARE		214842	254394	FASTENERS	\$6.56
		58900	254339	GRAFITTI CLEAN UP	\$6.52



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		60024	254339	HINGE	\$78.15
		60049		PL500 LANDSCAPE 10OZ 1% VOC	\$7.59
		60076		COMM PASS LEVER	\$35.83
		60106		ANCHOR/SPACKLING	\$10.30
		60109		PRUNER/LYSOL	\$41.90
		60156		WIRE ROPE CLIP	\$4.30
		60157		GLOVES	\$8.24
		60159		AQUAGUN HOSE NOZZLE	\$10.85
STONEWAY ELECTRIC SUPPLY		S102273822.001	254347	PHILLIPS LAMPS-LIBRARY	\$54.08
THERMAL SUPPLY INC		6487044	254349	HVAC VAN TOOLS	\$575.58
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$74,264.10
GENERAL FUND Total ***					\$229,618.51

FUND 101 CITY STREETS**Division:** 401 STREETS MAINTENANCE

3M	S017725	TP12365	254288	TRANSPARENT FILM, RED 1172C	\$309.51
BENTON FRANKLIN COUNCIL OF GOVERNMENTS		2018-8	254527	2018 BFCG MEMBER ASSESSMENT	\$22,573.00
COLUMBIA ELECTRIC SUPPLY		5858-401925	254302	105-305V CNTRL-LIGHTED TRAFFIC	\$65.42
FASTENAL COMPANY		WARIC72328	254311	NUTS/BOLTS	\$26.76
		WARIC72506		NUTS/BOLTS	\$3.82
GTP INVESTMENTS LLC	P058743	404829796	254465	BADGER MTN LEASE FOR CITYY CEL	\$14.24
	P058743	404829804		BADGER MTN LEASE FOR CITYY CEL	\$200.00
HERC RENTALS INC		29781265-001	254318	LIQUID PROPANE	\$144.73
		29782664-001		LIQUID PROPANE	\$30.33
LAST MILE GEAR	P058623	620102	254322	Gigabit Surge Suppressor (56v)	\$2,692.61
	P058623			A/C power line cord for use wi	\$167.66
	P058623			SHIPPING	\$572.32
	P058623			Power Supply, 30W, 56V-Gbps	\$1,345.97
	P058623			Tilt bracket assembly for PMP4	\$1,615.29
	P058623			Universal GPS Module (uGPS)-It	\$6,271.42
RICHLAND ACE HARDWARE		214860	254339	PWR BIT INSRT/FOAM TAPE	\$30.33
		60216		SCREW DRIVER/FLINT	\$30.38
SKILLPATH INC		11685164	254344	UNACCEPTABLE WRKR SEMNR/BOOTHE	\$149.00
STONEWAY ELECTRIC SUPPLY		S102282597.001	254347	LIGHTED ST SIGNS PARTS	\$14.93
TOTEM PACIFIC CORP	S017759	71170	254515	35.66 TONS OF ROAD SALT	\$3,009.85
	S017759	71171		32.57 TONS OF ROAD SALT	\$2,749.04
VERIZON WIRELESS	P058777	9796569652	254356	Verizon Invoice for November	\$85.17
	P058778	9798366612		Verizon Charges December 2017	\$85.17
WESTERN CONCRETE ACCESSORIES		26961	254357	CURB BRUSH/HAND EDGER	\$58.90
STREETS MAINTENANCE TOTAL ****					\$42,245.85



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY STREETS Total ***					\$42,245.85
FUND 111	PARK RESERVE FUND				
Division:	000				
PERMIT REFUND		2017-002905	254306	2158 HAWK HAVEN-PERMIT REFUND	\$1,040.00
		2017-003662	254380	551 ROSLYN CT - CANCELLATION	\$1,040.00
UNASSIGNED TOTAL ****					\$2,080.00
PARK RESERVE FUND Total ***					\$2,080.00
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
CITY OF RICHLAND		18-001 RATKAI	254437	18-001 WINE EXPO AND TRADE	\$176.00
KIM FETROW PHOTOGRAPHY		1768	254475	STAFF PHOTOS	\$547.08
RATKAI, N. ZACH		18-001 RATKAI	254501	18-001 WINE EXPO AND TRADE	\$8.00
ECONOMIC DEVELOPMENT TOTAL ****					\$731.08
INDUSTRIAL DEVELOPMENT FUND Total ***					\$731.08
FUND 150	HOTEL/MOTEL FUND				
Division:	307	HOTEL/MOTEL TAX			
RICHLAND ACE HARDWARE		60178	254339	FASTENERS	\$49.27
HOTEL/MOTEL TAX TOTAL ****					\$49.27
HOTEL/MOTEL FUND Total ***					\$49.27
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	000				
US DEPARTMENT OF HUD		2017 RLF INTEREST	254355	2017 CDBG INTEREST EARNINGS	\$1,804.24
UNASSIGNED TOTAL ****					\$1,804.24
Division:	308	CDBG PROGRAM			
ELIJAH FAMILY HOMES		910	254308	CDBG 2017 AWARD-4TH QUARTER	\$4,348.81
CDBG PROGRAM TOTAL ****					\$4,348.81
COMMUNITY DEV BLOCK GRANT Total ***					\$6,153.05
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
CHICAGO TITLE INSURANCE COMPANY		18-01	254537	HOME DPA/SALAZAR-603 CATSKILL	\$9,264.00
CITY OF PASCO		17-04	254538	PASCO HOME DPA 10/1-12/31/17	\$39,116.09
				PASCO HOME DPA 10/1-12/31/17	\$1,982.85
NUEVA VISTA PHASE II LLLP		C270-17/PMT 1	254330	NUEVA VISTA RENTAL PII #270-17	\$255,007.62
TRI CITY HERALD	S017755	3440384	254351	RFP NO 17-0121 RAN ON 12/20/17	\$127.99



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HOME PROGRAM TOTAL ****					\$305,498.55
HOME FUND Total ***					\$305,498.55
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			
BEAVER BARK & ROCK		862666	254291	CONCRETE	\$138.99
FLETCHER & SIPPEL LLC		38574	254378	CENTER PARKWAY-LEGAL SERVICES	\$82.50
RH2 ENGINEERING INC	P057592	69501	254502	AMENDMENT #2 - ADDITIONAL WETL	\$4,017.10
	P057592			AMENDMENT 1 - WETLAND DESIGN W	\$6,832.70
TRI CITY HERALD	S017755	3434273	254351	17-0119 CALL FOR ARTISTS -	\$113.50
	S017755	3446818		CITY OF RICHLAND STATE WASTE	\$183.68
ARTERIAL STREETS TOTAL ****					\$11,368.47
STREETS CAPITAL CONSTRUCTION Total ***					\$11,368.47
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
C & E TRENCHING LLC	P058750	C332-17/PMT 1	254428	CONNECT WATER TO FIRE SPRINKLE	\$8,803.01
HARRINGTON'S TROPHIES		77693	254316	ENGRAVING-PARK BENCH PLATES	\$593.72
PARKS & REC PROJECTS TOTAL ****					\$9,396.73
PARK PROJECT CONSTRUCTION Total ***					\$9,396.73
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
CARLSON SALES METERING SOLUTIONS LLC	S017728	CSM-3695	254296	METER, FRM 2S, 240V, CL200, 1PH,	\$9,383.04
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P058634	3627-587397	254445	LUMINAIRE, LED, 200W EQUIV,	\$12,315.24
	P058634	3627-587543		LUMINAIRE, LED, 100W EQUIV,	\$8,815.50
	P058634	3627-587544		LUMINAIRE, LED, 70 W EQUIV,	\$5,391.99
	P058634	3627-587546	254305	PHOTOCONTROL FOR LED LUMINAIRE	\$3,681.54
	P058634	3627-587744	254445	LUMINAIRE, LED, 400W EQUIV,	\$8,063.55
SAFETYCAL INC	S017683	29462	254574	TAGS, REFLECTIVE NUMBER/LETTER	\$1,754.40
	S017683			SHIPPING	\$18.41
TOTAL ****					\$49,423.67
Division:	501	BUSINESS SERVICES			
ABADAN INC		ARIN079926	254522	ENGINEERING COPIES	\$27.58
CITY OF RICHLAND		18-036 LARKIN	254540	18-036 NRU-RMC MEETING	\$433.73
		18-037 WHITNEY		18-037 NRU/RMC/PPC MEETINGS	\$588.93
		18-038 HAMMOND		18-038 NRU/RMC/PPC MEETINGS	\$588.93
GIBSON, DAVID		18-094 GIBSON	254462	18-094 NWJATC CAMP RILEA LI	\$338.99
HAMMOND, BOB		18-038 HAMMOND	254552	18-038 NRU/RMC/PPC MEETINGS	\$0.02
LARKIN, DAVID		18-036 LARKIN	254560	18-036 NRU-RMC MEETING	\$0.01



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VL-1 Voucher Listing

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WHITNEY, CLINT		18-037 WHITNEY	254586	18-037 NRU/RMC/PPC MEETINGS	\$0.02
XEROX CORPORATION	P058645	092165972	254587	XEROX LEASES FOR 2018: WORK CE	\$288.38
	P058645	092165973		XEROX LEASES FOR 2018: WORK CE	\$360.30
BUSINESS SERVICES TOTAL ****					\$2,626.89
Division:	502	ELECTRICAL ENGINEERING			
COMMONWEALTH ASSOCIATES INC	P058238	0052450	254442	TASK 2: SERVICE REQUIREMENTS	\$5,008.50
	P058238	0052451		TASK 3: MATERIAL STANDARDS	\$9,057.50
	P058238	0052496		TASK 4: FACILITY INSPECTIONS A	\$3,769.00
	P058238	0052498		TASK 5: JOINT USE POLE ATTACHM	\$557.50
	P058238	0052500		TASK 7: BENCHMARKING UNIT COST	\$111.50
	P058238	0052501		TASK 9: ELECTRIC INFRASTRUCTUR	\$446.00
	P058238	0052502		TASK 10: CIP PROJECT DESIGN	\$19,403.00
SPIDAWEB LLC	P058796	1707	254507	SPIDACALC INSTALLATION PKG AND	\$1,165.00
ELECTRICAL ENGINEERING TOTAL ****					\$39,518.00
Division:	503	POWER OPERATIONS			
A CORE INC	P058674	356462	254413	CONCRETE & PAVEMENT CUTTING	\$195.48
BENTON PUD	P058659	1142	254528	SAFETY TRAINING PER CONTRACT	\$3,012.33
FASTENAL COMPANY	S017753	WARIC72678	254456	ADJUST FOR TAX	(\$0.01)
	S017753			999KT/L LINED LEATHER GLOVES	\$169.29
	S017753			9940KT/XL LINED LEATHER GLOVES	\$364.64
GRAINGER	S017760	9670040394	254551	SOCKET ITEM #1AN11	\$67.07
	S017760	9676188346		SOCKET ADAPTER ITEM #1AVL8	\$170.19
VERIZON WIRELESS	P058777	9796569652	254356	Verizon Invoice for November	\$85.17
	P058777			Verizon Invoice for November	\$75.17
	P058777			Verizon Invoice for November	\$75.17
	P058778	9798366612		Verizon Charges December 2017	\$85.17
	P058778			Verizon Charges December 2017	\$75.17
	P058778			Verizon Charges December 2017	\$75.17
WESCO DISTRIBUTION INC	S017686	10073532	254319	LINEMAN'S WRENCH 5 IN 1	\$101.53
	S017686			FREIGHT	\$38.27
	S017686			SEMI-CON SCORER W/DIAL SET	\$200.61
	S017686			OVAL BUCKET W/ HANDLES BLACK	\$61.33
	S017686			CUTTER, HAND RATCHET 336 ACSR	\$633.98
	S017686			KNIFE LOCKBACK 5-5/8" ITEM #KL	\$102.98
	S017686			COMBO PROBE WRENCH W/NEUTRAL	\$145.27
	S017686			STRIPPER & SCORER TOOL COMBO	\$439.44
	S017686			CABLE STRIPPER ITEM #SP1542-2	\$266.71
	S017739	10073614		SHIPPING	\$20.89
	S017739			YELLOW POLYMER BUCKET HOOKS	\$168.40
	S017739			CABLE STRIPPER #SP1542-2CL	\$266.71



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WESCO DISTRIBUTION INC	S017686	10073842	254319	RATCHET WRENCH ITEM #RPSW2	\$187.86
	S017686			FREIGHT	\$11.87
POWER OPERATIONS TOTAL ****					\$7,095.86
Division:	504	SYSTEMS DIVISION			
CARLSON SALES METERING SOLUTIONS LLC	S017699	CSM-3678	254432	OPTOWAVE QUICK KIT (PROBE WITH	\$1,411.80
DAVID EVANS & ASSOCIATES INC	P058373	9788	254352	WECC AND NERC DE-REGISTRATION	\$2,420.00
UTILITIES UNDERGROUND LOCATION CENTER		8010198	254581	UTILITIES LOCATE SERVICE	\$217.69
VERIZON WIRELESS	P058777	9796569652	254356	Verizon Invoice for November	\$85.17
	P058777			Verizon Invoice for November	\$75.17
	P058778	9798366612		Verizon Charges December 2017	\$85.17
	P058778			Verizon Charges December 2017	\$75.17
SYSTEMS DIVISION TOTAL ****					\$4,370.17
Division:	505	ENERGY POLICY MGMT			
BENTON COUNTY AUDITOR/WEATHERWISE	P058779	122120 RELEASE	254293	RELEASE LIEN: POYNOR, 620	\$74.00
	P058779	122780 RELEASE		RELEASE LIEN: HILL, 647	\$74.00
	P058779	340300 RELEASE		RELEASE LIEN: WASHBURN, 511 VA	\$74.00
	P058779	391000 RELEASE-		RELEASE LIEN: MILLER, 1913 PIK	\$74.00
	P058779	702020 RELEASE		RELEASE LIEN: GIURGIUMAN, 2236	\$74.00
	P058779	720420 RELEASE		RELEASE LIEN: CHAPMAN, 420 SCO	\$74.00
BOB RHODES HEATING & A/C INC		094451	254364	2415 MARK AVE-REBATE-HP	\$1,000.00
		131760	254541	611 JEFFERSON-REBATE-HP	\$1,000.00
		271240		1010 MCPHERSON-REBATE-HP	\$1,000.00
		812220	254300	106 HILLVIEW-REBATE-WIN & INS	\$1,101.87
DAYCO HEATING & AIR		61013	254375	125 CASA SUENO-REBATE-HP	\$1,000.00
		64529		1641 ALAMOSA-REBATE-HP	\$1,000.00
	P058780	65371	254548	WEATHERWISE LOAN: HALL, 1010	\$8,324.19
DELTA HEATING & COOLING INC		25330	254449	231 GREENVIEW-REBATE-HP	\$1,000.00
		25331		641 CEDAR-REBATE-HP	\$1,000.00
	P058701	25332	254549	WEATHERWISE LOAN: TANNER, 611	\$9,844.59
ENERGY INCENTIVES INC	P057388	CORDEC2017	254454	RESIDENTIAL ENERGY EFFICIENCY	\$1,828.25
GLASS NOOK INC		79690	254463	203 LASIANDRA-REBATE-WINDOWS	\$40.00
J & L ENTERPRISES		17ES11540FY180011	254383	1412 JADWIN-REBATE-COMM LIGHTI	\$3,000.00
KAISER ALUMINUM		17ES11540FY180013	254473	2425 STEVENS-COMM LIGHTS-REBAT	\$63,093.10
M CAMPBELL & COMPANY INC		159642	254388	266 ADAIR-REBATE-HP	\$1,000.00
		159767	254481	1948 MARSHALL-REBATE-HP	\$1,000.00
PERFECTION GLASS		9993660067	254570	255 ORCHARD WAY-REBATE-WINDOWS	\$390.00
		9993660237	254335	1102 POTTER-REBATE-WINDOWS	\$1,880.60
		9993660521	254497	631 CEDAR-REBATE-WINDOWS	\$221.88
		9993662924		604 SANFORD-REBATE-WINDOWS	\$60.00
SMITH INSULATION INC	P057942	13957-COFR-1	254345	WEATHERWISE LOAN: DOMINA, 106	\$966.76



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SMITH INSULATION INC	P057941	13957-COFR-2	254345	WEATHERWISE LOAN: DOMINA, 106	\$6,356.36
		14140-COFR	254402	511 VAN GIESEN-REBATE-INSULATI	\$741.00
TARGET CORPORATION		17ES11540FY180010	254509	2491 QUEENSGATE-COMM LIGHTING	\$1,000.00
ENERGY POLICY MGMT TOTAL ****					\$108,292.60
Division:	506	TECHNICAL SERVICES			
GTP INVESTMENTS LLC	P058743	404829796	254465	BADGER MTN LEASE FOR CITYY CEL	\$44.52
	P058743	404829804		BADGER MTN LEASE FOR CITYY CEL	\$625.00
TECHNICAL SERVICES TOTAL ****					\$669.52
ELECTRIC UTILITY FUND Total ***					\$211,996.71
FUND	402	WATER UTILITY FUND			
Division:	000				
INNOVATION CENTER LLC		CHK 2169	254381	INV 30381 REFUND OVRPYMNT	\$0.30
POW CONTRACTING	P057598	C58-17/PMT 3	254500	C58-17/PMT 3 RETAINAGE	(\$37,245.54)
UNASSIGNED TOTAL ****					(\$37,245.24)
Division:	410	WATER CAPITAL PROJECTS			
PLATT ELECTRIC SUPPLY		Y028674	254336	TELEMETRY UPGRADE-1100B	\$145.11
POW CONTRACTING	P057598	C58-17/PMT 3	254500	HORN RAPIDS IRRIGATION INTAKE	\$608,577.60
STONEWAY ELECTRIC SUPPLY		S102272278.001	254347	TELEMETRY UPGRADE-1100B	\$133.48
		S102273041.001		TELEMETRY UPGRADE-1100B	\$61.88
WHITNEY EQUIPMENT COMPANY INC	S017710	84992	254358	FREIGHT	\$41.91
	S017710			CABLE, SUBCAB AWG 14/7 19MM, I	\$385.80
WATER CAPITAL PROJECTS TOTAL ****					\$609,345.78
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S017763	01/18-934962000	254524	LINEN CHARGES FOR JANUARY, 201	\$65.16
CASCADE NATURAL GAS CORP		1/18-28638100009	254297	NAT GAS 110 SAINT 12/15-1/18	\$10.85
CITY OF RICHLAND		18-025 CLARK	254437	18-025 PLANT OPERATOR III/I	\$438.00
GRAINGER	S017760	9681558418	254551	MECH EXPANSION PLUG ITEM #14M0	\$80.37
GTP INVESTMENTS LLC	P058743	404829796	254465	BADGER MTN LEASE FOR CITYY CEL	\$37.39
	P058743	404829804		BADGER MTN LEASE FOR CITYY CEL	\$525.00
STONEWAY ELECTRIC SUPPLY		S102279608.001	254347	LIGHTS-SETTLING BASIN	\$135.75
VERIZON WIRELESS	P058777	9796569652	254356	Verizon Invoice for November	\$75.17
	P058778	9798366612		Verizon Charges December 2017	\$75.17
WATER OPERATIONS TOTAL ****					\$1,442.86
Division:	413	WATER MAINTENANCE			
BEAVER BARK & ROCK		862724	254291	CONCRETE	\$138.99
FASTENAL COMPANY		WARIC72489	254311	NUTS/BOLTS	\$100.47
GENSCO INC		847671063	254313	WIRE/HEX DRIVER-WTP/TAP2 HVAC	\$365.86
KELLEY'S TELE-COMMUNICATIONS INC		276302012018	254556	ANSWERING SRVC CHARGES FEB	\$61.60
PR DIAMOND PRODUCTS INC		0047622-IN	254337	MULTI-PURPOSE BLADE	\$131.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PRO BUILD COMPANY LLC		1250700	254338	2 X 4'S	\$223.87
RICHLAND ACE HARDWARE		214870	254339	BATTERIES	\$10.85
		60130		LASER	\$2.49
		60223		CHISEL	\$14.11
STONEWAY ELECTRIC SUPPLY		S102275287.001	254347	HEATER PARTS-HR RESERVOIR	\$33.91
		S102276859.001		LIGHTS-INTAKE	\$192.58
		S102282094.001		AC PARTS- TAP 2 PS	\$198.98
		S102283051.001		AC PARTS- TAP 2 PS	\$19.09
UTILITIES UNDERGROUND LOCATION CENTER		8010198	254581	UTILITIES LOCATE SERVICE	\$36.28
VERIZON WIRELESS	P058777	9796569652	254356	Verizon Invoice for November	\$59.00
	P058778	9798366612		Verizon Charges December 2017	\$59.00
WATER MAINTENANCE TOTAL ****					\$1,648.08
WATER UTILITY FUND Total ***					\$575,191.48
FUND 403	WASTEWATER UTILITY FUND				
Division:	420	SEWER ADMINISTRATION			
GRAY & OSBORNE INC	P058441	17069.00-3	254464	CO #1 - 2018 BUDGET TO FULFILL	\$1,432.93
SEWER ADMINISTRATION TOTAL ****					\$1,432.93
Division:	421	SEWER CAPITAL PROJECTS			
GRAY & OSBORNE INC	P057512	17006.00-11	254464	WWTF INFLUENT UPGRADES - DESIG	\$27,352.30
	P057512	17006.01-3		AMD #1 CONSTRUCTION MANAGEMENT	\$10,843.00
SEWER CAPITAL PROJECTS TOTAL ****					\$38,195.30
Division:	422	SEWER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S017763	01/18-934962000	254524	LINEN CHARGES FOR JANUARY, 201	\$115.11
BENTON CLEAN AIR AUTHORITY		1270	254292	ANNUAL CLASS 1 FEE-WWTP	\$357.00
CH2O INC		264706	254536	BOILER TESTING-JAN 18 BW LABOR	\$64.49
CITY OF RICHLAND		1/2018-25	254539	#25 BIOSOLIDS LANDFILL FEES	\$3,102.91
COMPLETE PEST PREVENTION INC		35835	254443	WWTP PEST CONTROL SRVCS	\$130.32
FISHER SCIENTIFIC COMPANY, LLC		7557534	254312	PPTS 5ML AND WIPES-LAB	\$117.19
		7959341		PARAFILM DISPENSER & GGA-LAB	\$367.18
		8237786	254459	BUFFER PH 4.0 RED 20L CUBE	\$105.40
GRAINGER	S017760	9676988802	254551	HIGH CAP FILTER ITEM #6B969	\$346.39
	S017760	9677798077		BUSINESS NOTEBOOK ITEM #35W888	\$31.96
	S017760	9684177315		BUSINESS NOTEBOOK ITEM #35W889	\$53.57
	S017760	9684581110		SMUP PUMP ITEM #3BB70	\$207.35
GTP INVESTMENTS LLC	P058743	404829796	254465	BADGER MTN LEASE FOR CITYY CEL	\$37.39
	P058743	404829804		BADGER MTN LEASE FOR CITYY CEL	\$525.00
HACH COMPANY		10792519	254315	SNSRCAP RPLCMNT HQD WWLAB	\$182.17
		10794755		SNSRCAP RPLCMNT LBOD-LAB	\$139.01
		10796780		DESICCANT REFILL WW LAB	\$34.70



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HACH COMPANY		10801921	254315	SPEC CLR STD DPD CL-LR-LAB	\$190.06
IRRIGATION SPECIALISTS INC		1230199-01	254320	FTGS SOLIDS RDT PLYMR SKID	\$46.20
KAMAN INDUSTRIAL TECHNOLOGIES		0751935	254555	V BELTS (4)	\$136.06
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		349276	254557	1" PEX TUBING	\$19.10
MOON SECURITY SERVICES INC		910117	254391	WWTP-BASIC MONITORING	\$54.87
OXARC INC		60077657	254568	CYLINDER RENTAL-JANUARY	\$17.90
PARADISE BOTTLED WATER CO		1/18-WASTEWATER	254569	BOTTLED WATER-JANUARY	\$87.82
PASCO MACHINE COMPANY INC		88011	254333	MACHINE WEAR RINGS INFL P#3	\$1,297.51
RICHLAND ACE HARDWARE		60205	254339	SHARKBITE/ELBOW/BUSHING	\$32.85
		60347	254571	SHARKBITE CONNECTOR	\$32.56
SERV-A-PURE COMPANY		113464	254343	CO TANKS/DI TANK/RETURN SHIP	\$620.00
STONEWAY ELECTRIC SUPPLY		S102087437.002	254508	CONDUIT HOLE SEAL INFLU VFD#4	\$58.79
TACOMA SCREW PRODUCTS INC		22200222	254348	SHOP RAGS	\$145.40
UNITED PARCEL SERVICE	S017758	000986641048	254354	ADDITIONAL HANDLING FOR WWTP T	\$8.45
	S017758			GROUND PKG TO ALS FOR WWTP 1/2	\$10.67
XEROX CORPORATION		092165936	254587	MX4-749822 BASE/PRINTS-JAN	\$251.17
YAKIMA VALLEY PACIFIC NW CLEAN WATER ASSN		2018 DUES	254588	2018 PNCWA MEMBERSHIP DUES	\$130.00
SEWER OPERATIONS TOTAL ****					\$9,056.55
Division:	423	SEWER MAINTENANCE			
CASCADE NATURAL GAS CORP		01/18-51317347154	254297	NAT GAS 1943 CPTRL 12/16-1/17	\$12.27
CENTRAL HOSE & FITTINGS INC		C002674	254535	PVC DISCHARGE/HOSE CLAMP/BARB	\$12.08
KELLEY'S TELE-COMMUNICATIONS INC		276302012018	254556	ANSWERING SRVC CHARGES FEB	\$61.60
MOON SECURITY SERVICES INC		910117	254391	WWTP-BASIC MONITORING	\$54.87
ON SCENE MEDICAL SERVICES, P.C.		0005	254494	PRE EMP-PHYSICALS/HEARING/VACC	\$175.00
RICHLAND ACE HARDWARE		60256	254339	BCKTS (2) SHARPIE FR TRK #3255	\$13.65
RIGGLE PLUMBING INC		37245-S	254341	510 WRIGHT - SNAKE LINE FRM CO	\$331.23
TACOMA SCREW PRODUCTS INC		22200222	254348	WRENCH SET #3328	\$99.81
UTILITIES UNDERGROUND LOCATION CENTER		8010198	254581	UTILITIES LOCATE SERVICE	\$36.28
VERIZON WIRELESS	P058777	9796569652	254356	Verizon Invoice for November	\$75.17
	P058778	9798366612		Verizon Charges December 2017	\$75.17
SEWER MAINTENANCE TOTAL ****					\$947.13
WASTEWATER UTILITY FUND Total ***					\$49,631.91
FUND	404	SOLID WASTE UTILITY FUND			
Division:	431	SOLID WASTE ADMINISTRATION			
JOYCE ZIKER PARKINSON PLLC		49018	254385	LANDFILL CONTAMINATION-INSURAN	\$1,501.00
		49019		LANDFILL CONTAMINATION-LEGAL	\$485.50
SOLID WASTE ADMINISTRATION TOTAL ****					\$1,986.50
Division:	432	SOLID WASTE COLLECTION			
COMPLETE PEST PREVENTION INC		35868	254371	PEST CONTROL SRVCS-JANUARY	\$59.73



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GTP INVESTMENTS LLC	P058743	404829796	254465	BADGER MTN LEASE FOR CITYY CEL	\$22.26
	P058743	404829804		BADGER MTN LEASE FOR CITYY CEL	\$312.50
RICHLAND ACE HARDWARE		60280	254394	FOAM TAPE/INSULATION	\$20.17
TOTER INC	S017726	65517192	254516	SHIPPING	\$2,278.70
	S017726			TOTER 96 GALLON EVR II	\$26,993.62
SOLID WASTE COLLECTION TOTAL ****					\$29,686.98
Division:	433	SOLID WASTE DISPOSAL			
ARAMARK UNIFORM SERVICES INC	S017763	01/18-934962000	254524	LINEN CHARGES FOR JANUARY, 201	\$173.60
BENTON CLEAN AIR AUTHORITY		1268	254292	ANNUAL AIR PERMIT-2018	\$357.00
BLAIR, JEANNETTE		013118	254424	REIMB MILEAGE JAN 2018	\$49.01
COMPLETE PEST PREVENTION INC		35832	254371	PEST CONTROL SRVCS-JANUARY	\$97.74
FAIRBANKS SCALES INC		1373893	254310	SCALE MAINTENANCE	\$1,675.70
GRAINGER	S017760	9684956221	254551	BATTERY JUMP STARTER ITEM #46M	\$73.57
	S017760	9685975410		FIBERGLASS SPADING FORK ITEM #	\$88.39
MITCHELL, FRANK		013118	254487	REIMB MILEAGE JAN 2018	\$37.45
MOON SECURITY SERVICES INC		911895	254391	BASIC FIRE MONITORING	\$33.00
SOLID WASTE DISPOSAL TOTAL ****					\$2,585.46
SOLID WASTE UTILITY FUND Total ***					\$34,258.94
FUND	405	STORMWATER UTILITY FUND			
Division:	441	STORMWATER			
CENTRAL HOSE & FITTINGS INC		C002934	254535	HOSE/REEL VEH 3291	\$606.13
		C002950		BUSHING VEH 3291	\$1.81
CITY OF RICHLAND		1/2018-17	254539	#17 DROP BOX/STREET SWEEPINGS	\$1,050.00
HERC RENTALS INC		29782327-001	254466	EXCAVATOR & BCKT KEENE RD DTCH	\$1,018.67
NORCO INC		22996459	254567	RAIN PARKAS (2)	\$79.97
STORMWATER TOTAL ****					\$2,756.58
STORMWATER UTILITY FUND Total ***					\$2,756.58
FUND	407	MEDICAL SERVICES FUND			
Division:	000				
AMBULANCE REFUND		2017-01363	254544	PT OVERPAID BALANCE	\$72.58
		2017-01475	254577	PT OVERPAID BALANCE	\$135.80
		2017-01662	254573	PT OVERPAID BALANCE	\$74.82
		2017-03126	254533	PT OVERPAID BALANCE	\$90.44
UNASSIGNED TOTAL ****					\$373.64
Division:	121	AMBULANCE			
BOUND TREE MEDICAL LLC		82718276	254529	BVM/LARYNGOSCOPE/AIRWY	\$103.27
FEDERAL EXPRESS CORP		6-062-07307	254457	RETURN SHIPPING	\$9.91
OXARC INC		30240506	254568	MEDICAL OXYGEN	\$49.88



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC		30244047	254568	MEDICAL OXYGEN	\$82.62
		30249484		MEDICAL OXYGEN	\$49.88
		30255250		MEDICAL OXYGEN	\$51.56
RICHLAND ACE HARDWARE		60336	254503	BATTERY FOR GLUCOMETER	\$10.85
SEA WESTERN INC	P058774	203580	254342	SHIPPING	\$16.83
	P058774	203823	254505	SHIPPING	\$50.16
	P058774			HAIX AIRPOWER R2 LEATHER ZIP D	\$814.50
AMBULANCE TOTAL ****					\$1,239.46
MEDICAL SERVICES FUND Total ***					\$1,613.10
FUND	502	EQUIPMENT MAINTENANCE FUND			
Division:	214	EQUIPMENT MAINTENANCE			
A & E TOWING LLC		3161	254289	TOW CHARGE	\$467.52
AUTOZONE		3733176834	254418	SHOP TOOLS	\$104.26
BUSH CAR WASH		4927	254427	VEHICLE WASHES-DECEMBER	\$112.00
CASCADE FIRE EQUIPMENT CORP DBA		121883	254434	STRAPS VEH 5033 WO 49366	\$921.83
CENTRAL HOSE & FITTINGS INC		C002620	254366	ELBOW TUBE VEH 5029 WO 49125	\$87.12
		C002661		AIRBRK TUBNG VEH 5029 WO 49125	\$25.80
COLEMAN OIL COMPANY		0463679-IN	254441	LANDFILL DIESEL DYED	\$2,713.22
		CL62827	254368	CARD LOCK FUEL 1/22-1/28/2018	\$13,340.12
		CL63181	254441	CARD LOCK FUEL 1/29-1/31/2018	\$7,992.16
		CL67156	254543	CARD LOCK FUEL 2/1-2/4/2018	\$5,944.62
COLUMBIA BASIN HOTSYS LLC		IN15205	254369	PRESSURE WASHER WAND	\$155.10
COLUMBIA GRAIN & FEED INC		156121	254546	HNDA CARB VEH CREDIT WO CREDIT	(\$77.53)
CONNELL OIL INC		C192684-IN	254304	LUBE PRODUCTS	\$1,876.55
CUMMINS, INC		009-98386	254447	GASKET VEH 3285 WO 49437	\$1.79
FASTENAL COMPANY		WARIC72634	254377	HANDLE KIT VEH 3330 WO 48934	\$200.68
J & L HYDRAULICS INC		00055015	254469	WELD FITNG VEH 6611 WO 49359	\$55.77
MCCURLEY CHEVROLET		938465	254325	SHAFT VEH 2342 WO 49358	\$372.40
		938502	254389	MOUNT/NUTS VEH 1202 WO 49484	\$488.29
		938746		MODULE VEH 3277 WO 49403	\$458.87
		938796	254483	TRANS CABLE VEH 2364 WO 49482	\$115.16
		938910		BRAKE PADS VEH 2404 WO 49503	\$48.65
		938937		INJECTORS VEH 3218 WO 49497	\$466.30
		939051		GASKETS VEH 3293 WO 49514	\$41.92
		340023149	254486	BATTERY VEH 7096 WO 49504	\$306.85
MIDCO MATERIAL HANDLING		A194195	254327	WNDW CUT OUT VEH 9500 WO 49453	\$2,198.78
MONARCH MACHINE & TOOL CO INC		A194286	254390	HNGE RTN/WLD VEH 9500 WO 49453	\$11.73
		A194404	254565	RAIL/FLR RPR VEH 3335 WO 49465	\$3,627.42
		F194371	254489	HUB SOCKET VEH 3320 WO 49442	\$35.78
OXARC INC		30256530	254496	QUICK CONNCT VEH 5029 WO 49125	\$117.37



City Of Richland

VL-1 Voucher Listing

From: 1/29/2018 To: 2/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC RICHLAND NAPA		60077660	254496	CYLINDER RENTAL- JANUARY	\$158.47
		404091	254395	KIT VEH 3296 WO 49394	\$267.33
		404092		KIT VEH 3341 WO 49440	\$267.33
		404254		ACC PLUG VEH 3336 WO 49220	\$2.49
		404264		CIR BREAKER VEH 7146 WO 494	\$3.28
		404309		BRK CLN VEH 3280 WO 49325	\$32.45
		404310		WIPER VEH 2341 WO 49080	\$11.64
		404312		LAMP VEH 4098 WO 49422	\$5.40
		404322		FUEL LINE VEH 3264 WO 49343	\$6.67
		404369		GASK SET VEH 2303 WO CREDIT	(\$117.82)
		404420		SNAP HOOKS VEH 4113 WO 4942	\$132.61
		404441		ATF VEH 3288 WO 49441	\$73.50
		404462		WIPER VEH 3330 WO 49438	\$11.64
		404464		HOOK VEH 4113 WO 49429	\$22.65
		404476		MISC SUPP VEH 3311 WO 49427	\$35.62
		404482		DEGREASER VEH 3311 WO 49427	\$6.51
		404483		ZEP SPRAY VEH 2272 WO 49452	\$31.67
		404484		FILTER VEH CREDIT WO CREDIT	(\$10.93)
		404502		PLUG VEH 3312 WO 49443	\$4.14
		404504		WIPERS VEH 1202 WO 49445	\$25.72
		404524		ENHANCER VEH 3339 WO 49412	\$85.20
		404525		PULLEY VEH 2376 WO 49446	\$75.56
		404537		BRUSH VEH 3311 WO 49427	\$6.51
		404597		BLOW MTR VEH 2272 WO 49452	\$48.37
		404599		FILTER VEH 1205 WO 49321	\$12.88
		404728		SPARK PLUG VEH 30 WO 49463	\$3.63
		404732		FILTER VEH 30 WO 49463	\$1.93
		404743		FILTER VEH 6561 WO 49468	\$15.76
		404745		TUNE-UP VEH 30 WO 49463	\$8.68
		404747		BRAKES VEH 2469 WO 49460	\$482.52
		404751		WIPERS VEH 3268 WO 49458	\$16.27
		404752		WIPERS VEH 3296 WO 49459	\$22.78
		404754		CONN VEH 3279 WO 49449	\$10.63
		404755		BRK CLN VEH 4118 WO 49447	\$16.22
		404763		WIPERS VEH 1205 WO 49321	\$25.72
		404771		FILTER VEH 2350 WO 49470	\$10.18
		404772		WATER PUMP VEH 2350 WO 4946	\$48.86
		404793		FILTER VEH 2364 WO 49483	\$14.18
		404794		OIL VEH 2364 WO 49482	\$114.78
		404795		FILTER VEH 7141 WO 49485	\$329.83
		404796		FILTER VEH 2422 WO 49481	\$3.29



City Of Richland

VL-1 Voucher Listing

From: 1/29/2018 To: 2/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		404797	254395	FILTER VEH 2379 WO 49480	\$14.91
		404798		FILTER VEH 3303 WO 49479	\$14.18
		404799		FILTER VEH 3293 WO 49478	\$14.18
		404800		FILTER VEH 2460 WO 49477	\$13.67
		404801		FILTER VEH 2363 WO 49476	\$3.68
		404802		FILTER VEH 2414 WO 49475	\$24.63
		404803		FILTER VEH 2377 WO 49474	\$14.18
		404804		FILTER VEH 1381 WO 49473	\$21.62
		404805		FILTER VEH 2388 WO 49471	\$3.42
		404806		FILTER VEH 3317 WO 49490	\$13.67
		404810		FILTER VEH 2395 WO 49487	\$34.39
		404811		FILTER VEH 2402 WO 49488	\$35.50
		404819		WARR VEH 2350 WO 49469	(\$48.38)
		404832		BATTERY VEH 9500 WO 49411	\$17.16
		404842		CLIP VEH 3311 WO 49427	\$14.66
		404853		ENG PTS VEH 3218 WO 49497	\$124.18
		404855		WIRE SET VEH 3218 WO 49497	\$41.11
		404860		PENT VEH 3342 WO 49446	\$76.17
SOLID WASTE SYSTEMS INC	0102689-IN		254403	SWITCH VEH 3333 WO 49077	\$27.28
STEEBER'S LOCK SERVICE	044879		254346	DUP KEYS VEH 3268 WO 49458	\$20.20
TIRE FACTORY INC	03-126425		254406	CAM LOCK VEH 3336 WO 49495	\$183.15
	03-126545			LT TRUK RPR VEH 2436 WO 49494	\$22.75
	03-127557			WHEEL/TIRE VEH 2432 WO 49492	\$439.23
	03-127600			VALVE CAP VEH 3219 WO 49462	\$67.88
	03-127630		254350	ALIGNMENT VEH 2303 WO 49418	\$81.94
	03-127666		254512	FLAT REPAIR VEH 3342 WO 49466	\$61.90
	03-127667		254406	MNT/BALANCE VEH 2468 WO 49491	\$36.33
	03-127676			MOUNT/WHL SWTCH 5029 WO 49493	\$464.81
	03-127711		254512	TIRES VEH 3336 WO 49518	\$1,306.39
TITAN TRUCK EQUIPMENT	1197022		254513	FREIGHT VEH 9500 WO 49519	\$15.20
TOM DENCHEL FORD	58202		254514	DOOR MODULE VEH 3331 WO 49420	\$748.09
TRUCKPRO HOLDING CORPORATION	06 255415		254353	BRAKE DRUM VEH 4118 WO 49447	\$597.12
US LINEN & UNIFORM	2077428		254580	UNIFORM SERVICES	\$80.82
	2081180			UNIFORM SERVICES	\$80.82
	2084843			UNIFORM SERVICES	\$80.82
	2092193			UNIFORM SERVICES	\$80.82
	2095874			UNIFORM SERVICES	\$80.82
	2099483			UNIFORM SERVICES	\$80.82
	2103153			UNIFORM SERVICES	\$80.82
	2106809			UNIFORM SERVICES	\$80.82
	S2098318			UNIFORM SERVICES	\$21.72



City Of Richland

VL-1 Voucher Listing

From: 1/29/2018 To: 2/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
US LINEN & UNIFORM		S2105634	254580	UNIFORM SERVICES	\$13.03
VERMEER NORTHWEST SALES & SERVICE INC		S51977	254410	MSTR CYLNDR VEH 4131 WO 49376	\$230.53
WESTERN INTEGRATED TECHNOLOGIES INC		1529085	254520	FILTER VEH 7141 WO 49485	\$123.62
XEROX CORPORATION		092165981	254587	LX5-691298 BASE/PRINTS-JAN	\$194.40
EQUIPMENT MAINTENANCE TOTAL ****					\$50,269.74
EQUIPMENT MAINTENANCE FUND Total ***					\$50,269.74
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	000				
PERMIT REFUND		2017-001599	254324	488 AIMEE-REFUND-EASEMENT FEE	\$77.00
		2017-001658	254307	1312 CANYON-REFUND-EASMENT FEE	\$77.00
UNASSIGNED TOTAL ****					\$154.00
Division:	450	PW ADMIN & ENGINEERING			
TRI CITY HERALD		S017755	3440343	RFP NO 17-0117 MATERIALS TESTI	\$108.67
VERIZON WIRELESS		P058777	9796569652	Verizon Invoice for November	\$59.00
		P058777		Verizon Invoice for November	\$59.00
		P058777		Verizon Invoice for November	\$75.17
		P058778	9798366612	Verizon Charges December 2017	\$59.00
		P058778		Verizon Charges December 2017	\$59.00
		P058778		Verizon Charges December 2017	\$75.17
PW ADMIN & ENGINEERING TOTAL ****					\$495.01
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$649.01
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
MAGELLAN BEHAVIORAL HEALTH		FEB 2018	254482	EAP PREMIUMS-FEBRUARY	\$715.20
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$715.20
HEALTH CARE/BENEFITS PLAN Total ***					\$715.20
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
BAKER, MARSHALL R		FEBRUARY 2018	254420	MEDICARE PREMIUM/BAKER	\$150.00
BOWLS, DAVID			254425	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R			254430	MEDICARE PREMIUM/CANFIELD	\$131.00
CARRICK, HENRY			254433	MEDICARE PREMIUM/CARRICK	\$163.10
CLARK, FRANK M			254439	MEDICARE PREMIUM/CLARK	\$104.90
DOWNS, DANNY			254450	MEDICARE PREMIUM/DOWNS	\$134.00
ELIASON, CURTIS			254452	MEDICARE PREMIUM/ELIASON	\$159.00
ESTY, RAYMOND J			254455	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY			254458	MEDICARE PREMIUM/FERRIANS	\$151.00



City Of Richland

VL-1 Voucher Listing

From: 1/29/2018 To: 2/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HOUCHIN, EARL		FEBRUARY 2018	254468	MEDICARE PREMIUM/HOUCHIN	\$104.90
JOHNSON, NEILS E			254471	MEDICARE PREMIUM/JOHNSON	\$110.00
JONES, HAROLD			254472	MEDICARE PREMIUM/JONES	\$141.10
KEYS, JACK D			254474	MEDICARE PREMIUM/KEYS	\$134.00
LAHTI, ROGER P			254478	MEDICARE PREMIUM/LAHTI	\$104.90
MITCHELL, RAYMOND L			254488	MEDICARE PREMIUM/MITCHELL	\$107.00
MURRAY, DAVID			254491	MEDICARE PREMIUM/MURRAY	\$115.10
MYERS, EDWARD A			254492	MEDICARE PREMIUM/MYERS	\$119.00
OWEN, MICHAEL			254495	MEDICARE PREMIUM/OWEN	\$115.10
POLLARD, JAMES			254499	MEDICARE PREMIUM/POLLARD	\$104.90
RONEY, LARRY			254504	MEDICARE PREMIUM/RONEY	\$113.00
SIEMENS, DONALD			254506	MEDICARE PREMIUM/SIEMENS	\$143.00
WEST, ROYAL			254519	MEDICARE PREMIUM/WEST	\$126.00
WILLIAMSON, CRAIG E			254521	MEDICARE PREMIUM/WILLIAMSON	\$111.00
FIRE PENSION TOTAL ****					\$2,851.80
FIREMAN'S PENSION Total ***					\$2,851.80
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
AT&T LONG DISTANCE		01/18 03030107210	254361	FAX LINES 12/21/17-1/22/18	\$39.42
CHARTER COMMUNICATIONS		02/18 0706114	254298	CABLE SERVICE 1/30-02/28/18	\$28.32
CITY OF RICHLAND		4612864	254367	BCES UTILITY SRVC 12/1-1/2	\$2,508.05
CONSOLE CLEANING SPECIALISTS	P058472	1638M	254444	MAINTENANCE AND REPAIR OF TEN	\$270.00
	P058472			SALES TAX	\$25.80
	P058472			CLEANING TEN DISPATCH UNITS	\$2,880.00
CORPORATE TRANSLATION SERVICES INC		120130	254446	TRANSLATION SRVCS-JAN 2018	\$115.70
DE GRAAF, DOUGLAS		18-057 DE GRAAF	254448	MACC911 INTERVIEW PANEL	\$14.00
FRONTIER		02/18 2061881060	254379	GENERAL 1/19-02/18/18	\$205.57
HARRINGTON'S TROPHIES		77750	254554	ENGRAVING-DISPATCHER BOARD	\$32.93
MOON, TAE-IM PHD		012518	254328	PSYCH EVALUATION- WYANT	\$800.00
OLLERMAN, TRACEY		013018	254493	REIMB SNACKS - TRAINING EVE	\$46.32
POCKETINET COMMUNICATIONS INC		228492	254498	WIRELESS TRNSPRT/INTERNET-MAR	\$268.28
VANGUARD CLEANING SYSTEM OF INLAND NW		74401	254409	SCHEDULED MISSED CLEAN 12/25	(\$27.46)
		75156		BCES JANITORIAL SRVCS-FEB	\$375.00
WA ASSN OF PUBLIC RECORDS OFFICERS		3363	254411	PROVENCHER 2018 WAPRO RENEWAL	\$25.00
WATER SOLUTIONS INC		17816	254584	WATER FILTRATION 2/7/18-3/6/18	\$33.67
XEROX CORPORATION		092165964	254587	MX4-322159 BASE/PRINTS-JAN	\$84.39
SECOMM OPERATIONS GENERAL TOTAL ****					\$7,724.99
Division:	601	E911 OPERATIONS			
CORPORATE TRANSLATION SERVICES INC		120054	254446	TRANSLATION SRVCS-JAN 2018	\$196.95



City Of Richland

VL-1 Voucher Listing

From: 1/29/2018 To: 2/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POCKETINET COMMUNICATIONS INC		228492	254498	WIRELESS TRNSPRT/INTERNET-MAR	\$268.27
E911 OPERATIONS TOTAL ****					\$465.22
SOUTHEAST COMMUNICATIONS CTR Total ***					\$8,190.21
FUND 642	800 MHZ PROJECT				
Division:	610	800 MHZ			
BENTON PUD		01/18-14900001	254423	UTILITY SRVCS 12/27-1/27/18	\$592.86
LEGACY POWER SYSTEMS		34400	254323	SILLUSI-INSPECT GENERATOR	\$1,599.68
		34401		BADGER MTN-INSPECT GENERATOR	\$1,599.68
		34402		GOLGOTHA-INSPECT GENERATOR	\$1,599.68
		34403		JUMP OFF JOE-INSPECT GENERATOR	\$390.96
		34404		COMMAND CTR-INSPECT GENERATOR	\$1,599.68
UNITED PARCEL SERVICE	S017758	000986641048	254354	GROUND PKG TO ELTEX - ATS FOR	\$5.56
800 MHZ TOTAL ****					\$7,388.10
800 MHZ PROJECT Total ***					\$7,388.10
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
AT&T LONG DISTANCE		01/18 03030107210	254361	FAX LINES 12/21/17-1/22/18	\$9.85
CHARTER COMMUNICATIONS		02/18 0706114	254298	CABLE SERVICE 1/30-02/28/18	\$28.32
CITY OF RICHLAND		4612864	254367	BCES UTILITY SRVC 12/1-1/2	\$418.01
POCKETINET COMMUNICATIONS INC		228492	254498	WIRELESS TRNSPRT/INTERNET-MAR	\$57.49
VANGUARD CLEANING SYSTEM OF INLAND NW		74401	254409	SCHEDULED MISSED CLEAN 12/25	(\$4.58)
		75156		BCES JANITORIAL SRVCS-FEB	\$62.50
XEROX CORPORATION		092165964	254587	MX4-322159 BASE/PRINTS-JAN	\$49.23
STATE / LOCAL ASSISTANCE TOTAL ****					\$620.82
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
ARROW TECH INC	P058738	23312	254525	SHIPPING	\$25.00
	P058738			DRDCAL-100	\$1,500.00
AT&T LONG DISTANCE		01/18 03030107210	254361	FAX LINES 12/21/17-1/22/18	\$9.86
CHARTER COMMUNICATIONS		02/18 0706114	254298	CABLE SERVICE 1/30-02/28/18	\$28.33
CITY OF RICHLAND		4612864	254367	BCES UTILITY SRVC 12/1-1/2	\$418.01
LUDLUM MEASUREMENTS INC	P058734	00442006	254562	FREIGHT	\$58.64
	P058734			LUDLUM MODEL 12 CALIBRATION WI	\$651.60
POCKETINET COMMUNICATIONS INC		228492	254498	WIRELESS TRNSPRT/INTERNET-MAR	\$57.49
VANGUARD CLEANING SYSTEM OF INLAND NW		74401	254409	SCHEDULED MISSED CLEAN 12/25	(\$4.57)
		75156		BCES JANITORIAL SRVCS-FEB	\$62.50
WATER SOLUTIONS INC		17816	254584	WATER FILTRATION 2/7/18-3/6/18	\$11.22
XEROX CORPORATION		092165964	254587	MX4-322159 BASE/PRINTS-JAN	\$49.23



City Of Richland

VL-1 Voucher Listing

From: 1/29/2018 To: 2/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RADIOLOGICAL EMGCY PREPAREDNESS TOTAL ****					\$2,867.31
Division: 622 DOE EMERGENCY PREPAREDNESS					
AT&T LONG DISTANCE		01/18 03030107210	254361	FAX LINES 12/21/17-1/22/18	\$9.85
CHARTER COMMUNICATIONS		02/18 0706114	254298	CABLE SERVICE 1/30-02/28/18	\$28.32
CITY OF RICHLAND		4612864	254367	BCES UTILITY SRVC 12/1-1/2	\$418.01
POCKETINET COMMUNICATIONS INC		228492	254498	WIRELESS TRNSPRT/INTERNET-MAR	\$57.48
VANGUARD CLEANING SYSTEM OF INLAND NW		74401	254409	SCHEDULED MISSED CLEAN 12/25	(\$4.58)
		75156		BCES JANITORIAL SRVCS-FEB	\$62.50
WATER SOLUTIONS INC		17816	254584	WATER FILTRATION 2/7/18-3/6/18	\$11.22
XEROX CORPORATION		092165964	254587	MX4-322159 BASE/PRINTS-JAN	\$49.23
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$632.03
Division: 623 JURISIDICITION					
AT&T LONG DISTANCE		01/18 03030107210	254361	FAX LINES 12/21/17-1/22/18	\$9.86
CHARTER COMMUNICATIONS		02/18 0706114	254298	CABLE SERVICE 1/30-02/28/18	\$28.32
CITY OF RICHLAND		4612864	254367	BCES UTILITY SRVC 12/1-1/2	\$418.01
POCKETINET COMMUNICATIONS INC		228492	254498	WIRELESS TRNSPRT/INTERNET-MAR	\$57.49
VANGUARD CLEANING SYSTEM OF INLAND NW		74401	254409	SCHEDULED MISSED CLEAN 12/25	(\$4.58)
		75156		BCES JANITORIAL SRVCS-FEB	\$62.50
WATER SOLUTIONS INC		17816	254584	WATER FILTRATION 2/7/18-3/6/18	\$11.22
XEROX CORPORATION		092165964	254587	MX4-322159 BASE/PRINTS-JAN	\$49.22
JURISIDICITION TOTAL ****					\$632.04
EMERGENCY MANAGEMENT Total ***					\$4,752.20
FUND 803 UTILITY BILL CLEARING FUND					
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY14815	254393	Customer Refund	\$89.73
		CISPAY14816	254384	Customer Refund	\$8.77
		CISPAY14817	254400	Customer Refund	\$28.83
		CISPAY14818	254373	Customer Refund	\$33.39
		CISPAY14819	254374	Customer Refund	\$16.09
		CISPAY14820	254401	Customer Refund	\$53.75
		CISPAY14821	254408	Customer Refund	\$69.15
		CISPAY14822	254386	Customer Refund	\$2.07
		CISPAY14823	254387	Customer Refund	\$63.87
		CISPAY14824	254359	Customer Refund	\$37.52
		CISPAY14825	254360	Customer Refund	\$61.09
UNASSIGNED TOTAL ****					\$464.26
UTILITY BILL CLEARING FUND Total ***					\$464.26



City Of Richland

VL-1 Voucher Listing

From: 1/29/2018 To: 2/9/2018

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

\$1,557,870.75

Number of Invoices

Amount

Vouchers In Richland	166	\$147,785.56
Vouchers In Tri Cities	80	\$964,324.01
Vouchers In WA	140	\$215,613.30
Vouchers Outside WA	305	\$230,147.88
Vouchers Final Total.....	691	\$1,557,870.75

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$5,081.28	0.33%
3	SUPPLIES	\$109,304.55	7.02%
4	OTHER SERVICES & CHARGES	\$636,072.42	40.83%
5	INTERGOVERNMENTAL SERVICES	\$64,939.16	4.17%
6	CAPITAL PROJECTS	\$667,761.97	42.86%
	REFUNDS	\$464.26	0.03%
9	INTERFUND SERVICES	\$12,775.95	0.82%
	INVENTORY PURCHASES	\$61,471.16	3.95%
	Total	\$1,557,870.75	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/20/2018

Agenda Category: Items of Business

Key Element: Key 6 - Community Amenities

Subject:

Resolution 28-18, Accepting a Donation from Mr. James C. House to Renovate Basketball Courts at the Columbia Playfields

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

28-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution 28-18, accepting a \$50,000 donation from Mr. James C. House for renovation of the basketball courts at the Columbia Playfields.

Summary:

The City operates a basketball court in the Columbia Playfields located north and adjacent to Richland High School. The asphalt surface of the court is cracked and in need of replacement, as are the basketball hoops. To date, the City has not budgeted funds to renovate the facility.

Mr. James C. House, a former Richland resident, proposes to donate \$50,000 to the City for renovation of the basketball courts. Mr. House attended Columbia High School and currently resides in Spokane.

On February 8, 2018, the Parks and Recreation Commission noted that the proposal meets or exceeds the City's policy on gifts and memorials, and voted unanimously to recommend that Council accept the donation from Mr. House.

First reading of an ordinance accepting the revenue into the Parks Construction Fund is also on tonight's agenda as a necessary budget adjustment (Ordinance No. 14-18).

Staff recommends approval of Resolution No. 28-18.

Fiscal Impact:

The donation will be placed in the Park Project Construction Fund for the Columbia Playfields.

Attachments:

- I. Resolution No. 28-18

RESOLUTION NO. 28-18

A RESOLUTION of the City of Richland accepting a \$50,000 donation from Mr. James C. House for renovation of basketball courts at the Columbia Playfields.

WHEREAS, Mr. House was a Columbia High School graduate and high school basketball player in the early sixties; and

WHEREAS, on a recent trip back to Richland from his current residence in Spokane, Mr. House saw the opportunity to give back to the Richland community by assisting in the renovation of the basketball courts at the Columbia Playfields; and

WHEREAS, the City's basketball courts at the Columbia Playfields are in need of renovation, including new playing surface.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland accepts from Mr. James C. House a donation in the amount of \$50,000 to be used to renovate the basketball courts at the Columbia Playfields.

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 20th day of February, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney