



Agenda
City Council Regular Meeting
Tuesday, February 5, 2019
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

1. Animal Licensing (5 minutes)
 - Cathleen Koch, Administrative Services Director
2. Compressed Natural Gas Fueling for Solid Waste (20 minutes)
 - Pete Rogalsky, Public Works Director
3. Discuss Meeting Agenda Items (5 minutes)
 - City Councilmembers

City Council Regular Meeting - 7:30 p.m. (City Hall Council Chamber)

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

4. New Hire/Retirements (5 minutes)
 - Cathleen Koch, Administrative Services Director
5. Retirement Recognition for Lance Greenwood (5 minutes)
 - Cathleen Koch, Administrative Services Director
6. Annual Arts Commission Report (7 minutes)
 - Jeff Kissel, Arts Commission Chair

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

7. Proposed Amendment to Richland Municipal Code Title 14 Related to Net Metering, Ordinance No. 13-19
 - Clint Whitney, Energy Services 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:

8. Approve the Minutes of the Council Meetings Held January 15, 22 & 29, 2019, and December 4, 2018 Amended Minutes
 - Marcia Hopkins, City Clerk

Ordinances - First Reading:

9. Ordinance No. 09-19, Amending Chapter 2.15 of the Richland Municipal Code related to the Lodging Tax Advisory Committee
 - Heather Kintzley, City Attorney
10. Ordinance No. 10-19, Amending Chapter 2.14 of the Richland Municipal Code related to the Economic Development Committee
 - Heather Kintzley, City Attorney
11. Ordinance No. 12-19, Amending Chapter 22.10 of the Richland Municipal Code related to Critical Areas
 - Kerwin Jensen, Community Development Director
12. Ordinance No. 13-19, Amending Title 14 of the Richland Municipal Code related to Net Metering
 - Clint Whitney, Energy Services Director

Ordinances - Second Reading/Passage:

13. Ordinance No. 04-19, Establishing and Dedicating the Right-of-Way for Henderson Loop and Manufacturing Lane
 - Pete Rogalsky, Public Works Director
14. Ordinance No. 06-19, Amending the Richland Municipal Code to Create a new Chapter 28.14 entitled Small Cell Deployment - Franchise and Small Cell Permits
 - Heather Kintzley, City Attorney
15. Ordinance No. 07-19, Amending Chapter 23.62 of the Richland Municipal Code related to Wireless Communications Facilities
 - Kerwin Jensen, Community Development Director
16. Ordinance No. 08-19, Amending Title 27 of the Richland Municipal Code related to Signs
 - Kerwin Jensen, Community Development Director

Resolutions – Adoption:

17. Resolution No. 03-19, Authorizing After-Tax Contributions on 401(a) Plan No. 107162, Governmental Money Purchase Plan & Trust
 - Cathleen Koch, Administrative Services Director
18. Resolution No. 10-19, Authorizing an Interlocal Agreement with Kennewick Irrigation District for Conversion of the Lorayne J Water System
 - Pete Rogalsky, Public Works Director
19. Resolution No. 11-19, Authorizing a Loan Agreement with the Washington State Department of Health for the Lorayne J Water System Consolidation Project
 - Pete Rogalsky, Public Works Director

20. Resolution No. 14-19, Authorizing a Consulting Agreement with RGW Enterprises, PC for Engineering Services
 - Kerwin Jensen, Community Development Director
21. Resolution No. 15-19, Authorizing a Funding Agreement with Benton County for the Swift Boulevard Improvements Project
 - Pete Rogalsky, Public Works Director
22. Resolution No. 16-19, Authorizing a Consultant Agreement with Carollo Engineers, Inc. for the Water Treatment Plant Solids Handling Improvements Project
 - Pete Rogalsky, Public Works Director
23. Resolution No. 18-19, Providing Notice of City Council's Intent to Determine Lodging Tax Funding Awards and Establishing a 45-Day Comment Period
 - Jon Amundson, Assistant City Manager
24. Resolution No. 19-19, Approving 2019 Business License Reserve Fund Awards
 - Kerwin Jensen, Community Development Director

Items for Approval:

Expenditures - Approval:

25. Expenditures from January 7, 2019 - January 25, 2019 for \$12,928,197.16 including Check Nos. 264491-265170, Wire Nos. 7302-7341, Payroll Check Nos. 143091-146839, and Payroll Wire/ACH Nos. 10804-10840
 - Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Agenda Item

Subject:

Animal Licensing (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Agenda Item

Subject:

Compressed Natural Gas Fueling for Solid Waste (20 minutes)

Department:

Public Works

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Staff will review the attached feasibility study completed in 2018. Based on the study staff recommends seeking grant funds to implement a conversion of the solid waste collection fleet to compressed natural gas fueling. Staff will discuss upcoming grant opportunities and the potential role for Council.

Fiscal Impact:

Attachments:

- I. Richland Alternative Fuels Cost Benefit Analysis Report - 9.28



Prepared by



In Association With



Cost–Benefit Analysis of Converting the City’s Solid Waste Collection Fleet to Compressed Natural Gas (CNG)

September 2018

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DEFINITIONS & ACRONYMS

1. "AFV" means Alternative Fuel Vehicle(s).
2. "ASL" is a residential automated side loader collection vehicle.
3. "B5" is a mix of 5% biodiesel and 95% regular diesel.
4. "B20" is a mix of 20% biodiesel and 80% regular diesel.
5. "Biodiesel" is a renewable, cleaner-burning diesel replacement made from a diverse mix of feedstocks including recycled cooking oil, soybean oil, animal fats and other organic matter.
6. "Biofuel" means a liquid or gaseous fuel derived from organic matter intended for use as a transportation fuel, including, but not limited to, biodiesel, ethanol, and renewable natural gas. This includes diesel blends containing 5% biodiesel (B5).
7. "CNG" or "compressed natural gas" is natural gas under pressure, which remains clear, odorless, and non-corrosive. Although vehicles can use natural gas as either a liquid or a gas, most vehicles use the gaseous form compressed to pressures above 3,100 pounds per square inch.
8. "DGE" or "diesel gallon equivalent" means the quantity of fuel, such as CNG or propane, that contains 139,000 Btu of energy, which is the amount of energy contained in a gallon of ultra-low sulfur (ULS) diesel.
9. "GGE" or "gasoline gallon equivalent" means the quantity of fuel, such as CNG or propane, that contains 126,000 Btu of energy, which is the amount of energy contained in a gallon of unleaded gasoline.
10. "GPM" means gallons per minute.
11. "Lifecycle cost" means the total cost of ownership over the life of an asset, including, but not limited to, purchase or lease cost, financing costs, taxes, incentives, operation including fuel, maintenance, depreciation, resale or surplus value, engine conversion, and the incremental cost of associated refueling infrastructure.
12. "Local government" means any unit of local government including, but not limited to, counties, cities, towns, municipal corporations, quasi-municipal corporations, special purpose districts, and school districts.
13. MMBtu, or MBTU, stands for one million British Thermal Units (BTU).
14. "MSRP" is the manufacturer's suggested retail price (MSRP) is the amount of money the manufacturer of the vehicle recommends the vehicle be sold for in retail dealerships.
15. "PSI" means pounds per square inch.
16. "Procure" means to purchase or lease.
17. "TCO" means Total Cost of Ownership for assets and facilities, including fleet vehicles.
18. "Vehicle" means a motorized vehicle, vessel, or construction equipment. It does not mean an aircraft, railed vehicle, or stationary electrical generating equipment.

EXECUTIVE SUMMARY & RECOMMENDATIONS

ES.1 Purpose of Study / Project Overview

The City of Richland retained WIH Resource Group to conduct a comprehensive cost - benefit analysis (CBA) of a possible conversion of its heavy truck fleet from diesel-powered to compressed natural gas (CNG) as an alternative fuel. The study focused primarily on the solid waste collection fleet, but also considered other heavy trucks used by the City.

This report is the completed analysis by the Project Team and addresses the requirements for converting the City's solid waste collection vehicles to CNG to operate in a prudent and financially sound manner to meet both the current and projected fleet vehicles' service requirements, including initial capital costs and the costs of the ongoing operations.

Through this study, it was determined that the City's refuse-collection trucks are the fleet segment that are best suited for conversion to CNG fuel. The factors that favor CNG fuel for these trucks include:

- Return to a central facility (the City's public works facility) on a daily basis
- Trucks are regularly deployed
- City's largest fuel user by fleet segment
- Multiple manufacturers offering CNG drivetrains for all collection-truck body types

While only the city's refuse (solid waste) collection fleet is recommended for conversion, other fleet vehicles were reviewed and analyzed. Non-solid waste vehicles were eliminated from consideration for this study based largely on one or all of the following factors: cost of conversion to CNG, low fuel consumption, low utilization in fleet, no known manufacturer for CNG equivalent vehicle type, hybrid-electric vehicles that use gasoline, and / or electric powered vehicles.

ES.2 CNG Fueling Facility Conceptual Design

Using City-specific data for the solid waste collection fleet assets & maintenance shop features, Section 2 provides a conceptual level fueling facility design plan and related cost estimates for conversion to CNG fueling.

The conceptual fueling facility design plan was developed with the assumption that the CNG fueling facility infrastructure will be co-located at the City's existing primary public works facility. The site-specific configuration and conceptual equipment layouts and design recommendations were prepared that account for variations in gas-supply pressure, total available space, and even shape of the space. This information was also utilized to prepare a preliminary construction-cost estimate.

ES.3 Cost-Benefit Analysis

Section 3 of this report, and Appendix A, provides detailed cost – benefit analysis information comparing the current operating costs and vehicle acquisition capital to that of forecasted and known capital investments in the fueling facility infrastructure and fleet maintenance facility (aka "garage") modifications needed to convert the City's refuse collection fleet vehicles to CNG.

The traditional concept of return on asset or investment (ROI) is difficult to calculate for municipal operations because of the non-profit nature of their operations; therefore, the CBA in Section 3 compares known costs incurred by the City to estimated costs of the various alternatives. This provides City management the capacity to determine if a change will yield a higher or lower cost in the future.

ES.4 Other Issues & Considerations

Section 4 identifies some well-known and common issues that need to be addressed and included as consideration for the City to successfully implement the conversion to CNG fuels.

- Considerations for Employee Training
 - Training for Drivers / Operators
 - Training for Technicians / Mechanics
- Fuel Cylinder / Tank Inspections
- Design, Construction and Procurement

ES.5 Summary of Findings & Recommendations

The conversion to CNG fueled solid waste collection trucks has a capital cost to the City estimated at approximately \$2,203,600. As such, without third-party funding, the City should only pursue this conversion if factors other than cost are driving consideration of this change. Other considerations for the City are fuel price stability, contribution to regional clean air objectives, and fueling diversification.

If third-party funding is available to pay for the capital cost of the system and fleet conversion, the savings from the lower cost of natural gas compared to diesel will yield a savings of approximately \$1,457,200 over the ten year study period based on an average diesel price of \$3.81 per gallon. If the City completes the conversion, it will be necessary to account for major equipment repair or replacement costs after the 20-year life of the fueling station.

ES.6 Implementation Timeline

Section 5 summarizes the estimated timeline for implementation for each of the key facility items – the fueling facility and the maintenance (garage) facility modifications. The actual implementation may take more or less time than estimated, depending on the resources available, permitting, facility design, procurement timeline, construction, and the City’s priorities for implementing them. Table ES.1 provides a summary of the key items and their respective timeline for implementation.

Table ES.1 – Summary of Timeline for Implementation

Item	Timeline for Implementation (in weeks)
CNG Fueling Program – CNG Fueling System	61-72 *
Procurement of CNG Solid Waste Collection Trucks	35
CNG Fueling Program – CNG Safe Garage Modifications	54-59 *

* Includes estimates for design engineering, plan check, construction bidding and construction.

SECTION 1 – INTRODUCTION

The City of Richland retained WIH Resource Group (WIH) and its teaming partner, Fuel Solutions (FS) in February of 2018, to conduct this study. The goal of the study, and the resulting outcomes, is to analyze both the short-term and long-term impacts to the City by performing a comprehensive cost – benefit analysis (CBA). The CBA contemplated the financial and operational related impacts of conversion of the City’s solid waste collection fleet from diesel-powered to compressed natural gas (CNG).

This report is the completed analysis by the Project Team. It addresses the requirements for converting the City’s solid waste collection vehicles to CNG to operate in a prudent and financially sound manner to meet both the current and projected fleet vehicles’ service requirements. It contemplates the initial capital costs and the costs of the ongoing operations. Table 1.1 depicts the Scope of Work that the WIH Resource Group Project Team was contracted to perform for the City of Richland.

Table 1.1 – Contracted Scope of Work

Task	Description of Task Work
1	Project Management & Administration
2	Data Collection & Review from City
3	Project Kick-Off Meeting / Staff Interviews (via conference call)
4	Independent Research, Data Review, and Analysis
5	Prepare Cost / Benefit Analysis
6	Create Concept Level Fueling Facility Design Plan & Cost Estimates
7	Identify Soft Issues to be Addressed for CNG Implementation
8	Identify list of additional fleet assets for inclusion in CNG conversion
9	Draft Written Report & Submit to City Staff for Feedback
10	Finalize Report Incorporating Feedback from City Staff
11	Prepare and Present Findings to Staff (via conference call)

1.1 Project Approach & Methodology

WIH Resource Group’s approach to this Study for the City of Richland consisted of analyzing the City’s stated project objectives, conducting interviews with City staff, holding a project kick off meeting (via conference call) with key City Staff, utilizing the WIH Team’s industry experience and knowledge of the City of Richland from the previous study for the City, gathering current and relevant industry data through research and interviews, and assessing it in a variety of ways for the task work for incorporation into this report.

The project began with the WIH Resource Group Team reviewing requested data, documents and information provided by the City. Submitted documents included City policies, fleet management financials, fuel reports, operations financial reports, and other project relevant documentation, as well as a multitude of email correspondence with various City staff in response to the project team’s questions and inquiries. This information was utilized by the WIH Team to become familiar and

reacquainted with the City's operations, its fleet maintenance program, management, systems, policies, fueling programs and solid waste management collection operations.

1.2 Project Kick Off Meeting

On February 28, 2018, the Project Team held a Project Kick-off conference call with City Staff. City staff included: Pete Rogalsky, Jay Marlow and Kevin Willis. Members of the project team included: Bob Wallace, Chris Bell and Reb Guthrie. Aside from the Kick-off conference call, the project team also communicated (via phone and email) with other City staff to secure additional information and data that was utilized to develop the information contained in this report.

The Project Kick-off conference call served as a mechanism to discuss preliminary findings of the data provided by the City to the WIH Project Team, review the City's responses to fleet and fuels questions submitted by the WIH Project Team, discuss other available data, identify project issues, discuss critical project goals, identify key roles and responsibilities of members of both the City Staff and the WIH Project Team.

The City staff also provided additional feedback for fueling fleet vehicles and garage-modification issues during and after the Project Kick-off conference call, as well as provided additional written comments (via email) and verbal input for clarification following.

1.3 Report Organization

This report is organized into the following sections:

- **Section 1** presents the introduction to the project and background information as well as the WIH Resource Group Project Team's approach to the research and study for the City of Richland.
- **Section 2** provides the CNG fueling facility concept level design plan and an overview of the location, impacts and the related site modification requirements.
- **Section 3** is the completed Cost-Benefit Analysis (CBA) of the operational and financial impacts to the City with references to the Appendix which contains the financial workbooks for the CBA and other key relevant information in Excel (provided separately).
- **Section 4** discusses the primary "soft" issues and other considerations that need to be addressed to implement a CNG conversion program for the City's solid waste collection fleet to CNG and provides key recommendations for the City's consideration.
- **Section 5** provides the estimated timeline for implementation of the fueling facility.
- **Appendix A** includes the CBA and EPA Vice Model Workbooks in Excel (provided separately)

1.4 City Provided Data

Prior to the kick-off call, WIH's project team provided a detailed list of requested data that was necessary to complete this study. City staff was very diligent and thorough in providing the requested data by the WIH team which included the following:

1. Current schedule of City fleet in Excel to include the following:

- a. Asset number
- b. Manufacturer
- c. Year of Manufacture
- d. Vehicle description
- e. Department / Section of assignment
- f. Purchase / Acquisition Cost
- g. Expected year of replacement
- h. Fuel Type
- i. Annual Miles traveled
- j. Annual Maintenance Cost

2. Fuel consumption for 2016 and 2017 in Excel

3. Historic Diesel / Gasoline purchase price in 2016 and 2017 for the City's collection fleet usage

4. Electrical usage / rate charged to City fleet department / maintenance section

5. Fleet replacement schedule

6. Indication of whether all fueling can be done via overnight time fill

7. The number of simultaneous fast-fill transactions that need to be provided (assuming 1 or 2 vehicles at a time maximum)

8. Consideration of the location for the CNG fueling equipment, fast fill and time fill fueling areas (closer these are to each other the better)

9. Determine locations for:

- a. Gas supply main line / MSA
- b. Electrical power
- c. Communication / IP switch

10. Determine the extent that the public or outside-fleet (3rd party or other City departments) CNG fueling is to be accommodated or whether the fueling facility will be dedicated to the City' refuse collection fleet of CNG trucks only

Notes and feedback from the data gathered, staff interviews, as well as third-party interviews and additional research, have been integrated into this report.

1.5 Interviews & Research

The WIH Project Team interviewed and conducted research with the following organizations to collect key data for developing the findings of this report as follows (listed in no particular order).

- City Staff – Public Works Director, Fleet Manager & Solid Waste Manager
- Western Washington Clean Cities Coalition
- Puget Sound Clean Air Agency
- Basin Disposal (BDI)

- Mobile Fleet Service
- Western Peterbilt Truck
- Solid Waste Systems / Dadee Manufacturing
- Cascade Natural Gas
- US EPA DERA (Diesel Emission Reduction Act) funding program
- Benton Clean Air Agency
- Washington State Department of Ecology
- U.S. Department of Energy

1.6 City's Refuse Collection Vehicles

The City's refuse-collection trucks are the fleet segment that is best suited for conversion to CNG fuel. The factors that favor CNG fuel for these trucks include:

- Return to a central facility (the City's public works facility) on a daily basis
- Trucks are regularly deployed
- City's largest fuel user by fleet segment
- Multiple manufacturers offering CNG drivetrains for all collection-truck body types
- CNG is a mature and proven technology relative to waste collection vehicles

Table 1.2 summarizes the City's solid waste collection fleet vehicles currently in use and their service type and whether they are considered front-line in terms of usage (meaning they are used in daily service), or whether they are considered a spare fleet vehicle (non-front-line) as noted.

Table 1.2 – Richland Solid Waste Collection Fleet

Unit #	Description	Collection Service Type	Front-Line
3333	2016 Peterbilt 320 Sideload	Residential solid waste	Y
3335	2016 Peterbilt 320 garbage truck	Recycling and yard debris	Y
3336	2016 Peterbilt 320 ASL Scorpion	Residential solid waste	Y
3337	2016 Peterbilt 320 ASL Scorpion	Residential solid waste	Y
3339	2017 Peterbilt 520 ASL	Residential solid waste	Y
3340	2017 Peterbilt 520 ASL	Recycling and yard debris	Y
3341	2017 Mack / Mantis Frontloader	Frontloader	Y
3342	2017 Volvo VHD64B200	Rolloff	Y
3292	Sterling Roll-Off Truck	Rolloff	N
3311	Automated Garbage Truck	Recycling and yard debris	N
3312	Peterbilt 320 Front Loader	Commercial recycling	Y
3283	Automated Garbage Truck	Residential solid waste	Y
3284	Automated Garbage Truck	Residential solid waste	N
3285	Automated Garbage Truck	Residential solid waste	N
3280	Sterling w/ Heil 25-Yard Rear Loader	Commercial solid waste	Y
3296	Peterbilt w Heil Front Loader	Frontloader	N
3315	Peterbilt 320 Front Loader	Frontloader	Y
3320	2003 Volvo Rolloff	Rolloff	Y

For the purposes of this study, all solid waste collection vehicles listed in Table 1.2 are part of this study and the cost assessment as being considered for eventual conversion to CNG through a phased replacement approach based on the City's current fleet replacement schedule.

As part of Task 8, "Identify a list of additional fleet assets for inclusion in the CNG conversion program", other fleet vehicles were reviewed, however eliminated from consideration for this study based largely on one or all of the following factors: cost of conversion to CNG, low fuel consumption, low utilization in fleet, no known manufacturer for CNG equivalent vehicle type, hybrid-electric vehicles that use gasoline, and / or electric powered vehicles.

Table 1.3 provides a summary of the city's fleet that were considered non-conversion candidates at this time.

Table 1.3 – Richland Fleet Not Included in CBA

Unit #	Description	City Division	Annual Miles
3213	2000 Volvo Dump Truck	Water Maintenance	7,351
3251	2004 Sterling Crane	Power Operations	2,053
3252	2004 Manlift Bucket	Power Operations	839
3253	2004 Manlift Bucket	Power Operations	155
3291	2007 Sterling Vac Truck	Stormwater	5,366
7146	2014 Schwarze Sweeper	Stormwater	11,870
7152	2014 Schwarze Sweeper	Stormwater	10,148

1.7 Compressed Natural Gas (CNG)

CNG that is produced from pipeline gas is delivered to a fueling station on site by the local natural gas utility and is then compressed to 4300-4500 PSI for use as an alternative vehicle fuel. Among the benefits of CNG is that many medium and heavy-duty truck chassis, refuse collection vehicles and buses are available with CNG-drive options and the technology is proven and mature. Current heavy-duty CNG-fueled engines produced by the engine manufacturer, Cummins Westport, produce near-zero levels of NOx¹. The most conventional approach to supplying CNG fuel to the City's fleet is to purchase pipeline natural gas from the City's local gas utility, Cascade Natural Gas.

1.7.1 Landfill Gas (LFG) or Renewable Natural Gas (RNG)

Another approach to securing natural gas as a vehicle fuel is from landfill gas produced as a byproduct of the decomposition of municipal solid waste. While not part of this study's scope of work for the City of Richland, the possibility of utilizing landfill gas being generated from the City's local landfill, where the City disposes of its municipal solid waste, could potentially be harvested, cleaned and compressed into fuel by the City for use in the refuse collection trucks.

This is assuming the landfill is generating enough gas to meet the City's fueling demand for its solid waste collection fleet. While outside the scope of this project, it is fairly straightforward to determine if

¹ Current Cummins Westport NG-fueled engines are rated at .02 grams of NOx / HP-hr, vs. the EPA standard of 0.2 grams. Recent chassis-dynamometer testing by the University of Riverside of a CW 8.1-liter heavy-duty CNG engine in an LA Metro transit bus found no measurable NOx in the exhaust.

the landfill is generating both the quantity and quality of gas necessary to meet the fueling needs for the City. The beneficial reuse of the landfill gas deems it renewable natural gas (RNG) and the City could benefit from carbon offset or reduction credits.

The current cost to produce RNG is a major impediment to its increased use in America. While it depends on the landfill methane gas and specific process, in rough terms, it currently costs at least an additional \$8 per MMBtu to produce RNG compared to conventional natural gas. Given that the spot price of fossil gas is below \$2 per MMBtu (as of the writing of this report), high production costs for RNG are a formidable barrier to it widely replacing fossil gas, in the absence of market incentives. On a straight dollars-per-energy basis, RNG is simply not competitive with fossil gas.

At the time of writing of this report, the City is under contract with an entity to develop and market its landfill gas for pipeline distribution. The City has made the decision that this is a preferred approach in contrast to direct use of its refined landfill gas as a vehicle fuel as the landfill is remote from city's solid waste collection fleet home base. Relocation of the fleet home base to the landfill would involve a large logistical shift, and the outcome of the landfill gas development project is uncertain at this time. The City may improve the cost-benefit of the CNG conversion if the landfill gas project is successful and the City buys its own landfill gas through the natural gas pipeline system.

1.7.2 CNG Produced from RNG Provided by a Third-Party Marketer

A more-feasible source of RNG is to purchase it on the open market from a qualified RNG producer or marketer. As this gas must be transported to the City, Cascade Natural Gas must approve the RNG seller. Cascade would also aggregate billing for both the RNG commodity and the transportation tariff, so the City would still receive one unified monthly bill.

While RNG is typically more expensive to produce than conventional NG², its end cost to the customer is typically the same as or even 5% below the cost of conventional NG³. The end cost of the commodity is mitigated by the value of the RINs credits that the RNG generates³. The credits are typically realized by the marketer, but in some arrangements, the value of the credits are shared by both the marketer and the seller, which can often result in lower end cost, in exchange for the customer sharing a small amount of risk, though this arrangement is optional³. While the RNG is technically 'nominated' and piped into the interstate gas-transmission system in the name of the end user, the actual RNG gas molecules that are purchased are not typically used by the customer.

The significant emissions-reductions benefits of RNG are generated by the process of capturing methane and other hydrocarbons (greenhouse gases or GHG's) from landfills, wastewater treatment plants, waste-food digesters and cattle waste. By capturing this gas and using it as feedstock for CNG, it is prevented from migrating to the atmosphere as would happen otherwise. In addition to the conventional benefit of CNG generating reduced CO₂, NO_x, and other emissions vs. diesel, RNG provides the compounding benefit of preventing powerful GHG's from entering the atmosphere.

² Though the cost of the source gas is often near zero, the raw gas is usually high in sulfates, water content and other contaminants, which are costly to clean up, such that the gas meets U.S. DOT pipeline-quality standards.

³ Sources: Ryan Forrest of Clean Energy, and Ryan Ericson of Trillium CNG.

1.8 CNG Powered Fleet Compared to Diesel

Diesel emission standards have greatly impacted the design and reliability of engines used for commercial use over the last ten years. New diesel engines, classified as Tier 4 engines, are equipped with emission systems that decreased the reliability when compared to the engines built before 2007. Tier 4 diesel engines consume more fuel than a diesel engine built before 2007. The engines are equipped with systems that generate high amounts of heat to burn off the particulate emissions. These “hot” engines work well for traditional over-the-road tractor-trailer combinations where the average speed is 55 miles per hour, but not for the start-and-stop operations of residential and commercial waste collection.

The speed and performance of a CNG-fueled truck will be nearly equal compared to a diesel-fueled truck, as the CNG variant has similar HP and torque curves. Per data from Cummins and California Air Resources Board⁴, both their CNG and diesel that are commonly specified in collector trucks have similar power and torque characteristics as shown in Table 1.4.

Table 1.4 – CNG vs. Diesel Engine Performance

Fuel Type:	CNG	Diesel
Cummins Model	ISLG	L9
HP @ RPM	320 @ 2000	330 @ 2200
Torque lb./ft @ RPM	1000 @ 1300	1000 @ 1400

The CNG engine has only 3% less power and the same torque compared to the diesel model, but the peak power and torque are available at lower RPMs in the CNG variant, which will likely improve its drivability compared to the diesel unit.

1.9 Short and Long-Term Fuel Costs of Diesel and Natural Gas

To begin making an economic comparison between natural gas and diesel, it is easiest to compare the prices based on energy content. This method of comparing fuels yields a diesel gallon equivalent price for CNG abbreviated as DGE. A Therm of natural gas has an energy value of 100,000 British Thermal Units or BTUs. A gallon of diesel has an energy value of 128,488 BTUs. The conversion of volume between the two fuels is a two-step process. The first step is the conversion of BTUs to mass and the second step is the conversion of Standard Cubic Feet (SCF) to the DGE.

$$(128,488 \text{ BTU} / \text{per gallon}) \times (\text{lb.} / 20,160 \text{ BTU}) = 6.38 \text{ lb.} / \text{DGE}$$

$$(6.38 \text{ lb.} / \text{gal}) \times (\text{SCF} / 0.0458 \text{ lb.}) = \mathbf{139.30 \text{ SCF} / \text{DGE}}$$
 and 1.393 is the DGE ratio for CNG⁵

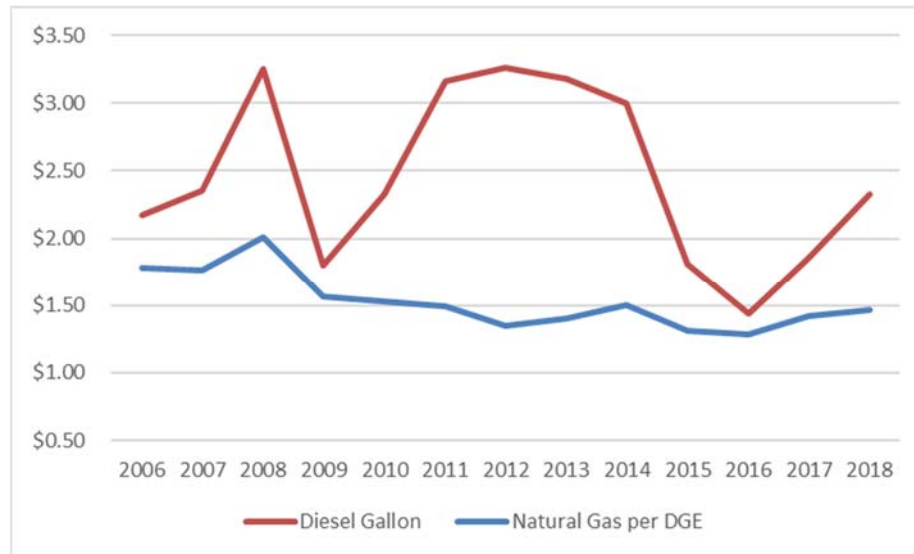
It requires 139.30 cubic feet of natural gas to equal the energy of one gallon of diesel used to power a natural gas vehicle.

⁴ Source: Scott Ruhlen, Cummins Sales & Service.

⁵ Source: US Dept of Energy, https://www.afdc.energy.gov/fuels/equivalency_methodology.html

The price of diesel is volatile both up and down. Historically, the price of domestic natural gas has not been as volatile as diesel. From 2006 to 2018, the cost of natural gas has decreased as supplies have become more abundant. Figure 1.1 compares the cost of a gallon of diesel fuel to the Diesel Gallon Equivalent (DGE) of natural gas⁶.

Figure 1.1 - Historic Cost of Diesel Compared to Piped Natural Gas



⁶ Source: US Bureau of Labor Statistics (bls.gov), Producer Price Index for No. 2 Diesel (Series ID WPU057303 and Utility (piped) gas per Therm (Series ID APU000072620).

SECTION 2 – CNG FUELING FACILITY CONCEPTUAL DESIGN

Using City-specific data for the solid waste collection fleet assets & maintenance shop features, the Project Team created a conceptual level facility design plan and related cost estimates for conversion to CNG fueling including, but not limited to, the following:

- ☐ Location of natural gas distribution facilities (gas lines) and requirements to adequately serve the CNG compressors;
- ☐ Location of electric facilities and the cost / and requirements to adequately connect and operate the compressors;
- ☐ Footprint and space requirements and setbacks for CNG fueling equipment;
- ☐ Assessment of the vehicle maintenance facility and the requirements and costs for those maintenance structures;
- ☐ Changes to existing structures to maintain a CNG fueled fleet;
- ☐ Permitting requirements - including a timetable;
- ☐ Estimated infrastructure costs;
- ☐ Maintenance and operational costs for the fueling station and related equipment;
- ☐ Useful life of major fueling station equipment and estimated replacement costs;
- ☐ Should the City procure such services, the estimated timing for the possible design, construction, and permitting for the fueling facility location

The Project Team conducted this analysis with the assumption that the CNG fueling facility infrastructure will be co-located at the City's existing primary public works facility. The site-specific configuration and conceptual equipment layouts and design recommendations were prepared that account for variations in gas-supply pressure, total available space, and even shape of the space. The project team utilized this information to prepare a preliminary construction-cost estimate. This includes site-specific allowances for ancillary factors that may vary, such as paving, fencing, lighting, and added sound-mitigation requirements.

2.1 CNG-Fueling Facility

2.2.1 Description of Infrastructure

Initially, the analysis considered fueling a small fleet of up to eight CNG-powered refuse trucks. Such a fleet can be fueled nightly with a small compressor system consisting of two compressors that each produce 22 standard cubic ft. (SCF) per minute of CNG. Over a 10-hour nightly fueling window, the system can produce about 190 diesel-gallon equivalents (DGEs) of CNG. This would include 2x 22 SCFM compressors⁷ (44 SCFM total system capacity), which would provide about 24 DGEs of fuel to each of eight trucks. In Figure 2.1 below, the compression equipment for such a system is illustrated at hex's #'s 1 and 4, with commensurate dispensing equipment shown at hex #4.

However, the consideration of the small CNG fleet was then abandoned in favor of a CNG system that can support a larger 18+ truck fleet, as discussed herein. Based on commercially available and

⁷A two-compressor system provides at least partial system flow, in case one unit is offline. Though single-compressor systems can be economical, they are only prudent if a backup station is readily available.

successful equipment, the next-largest system would be based on twin 75 SCFM compressor skids. However, this type of equipment requires more space, as the skids are larger, the motor starters are typically configured outside of the skids (which need to be located 15 feet from the compressors and storage), and the valve panel also needs to be located outside of the skid due to limited space in the skid. Since this equipment configuration cannot fit in the area at hex #1 (unless the drive aisle is eliminated, and/or two time-fill parking spaces are used for CNG equipment), this configuration would need to be located more remotely, such as the area shown at hex #3 in Figure 2.1.

The larger 150-SCFM system can fuel at 20-25 trucks during a 10-hour nightly time-fill fueling window. Assuming an average fill of 21 DGEs per truck (per hex #1 discussed above), 20 trucks could be fueled in about 6.5 hours. The configuration at hex #3 includes storage vessels for a quick-fill capability as described above but given the higher flow rate of the hex #3 system, the necessity of the quick-fill subsystem is reduced.⁸

The area at hex #5 shows a potential configuration for up to 12 additional time-fill dispenser locations for a total of 20. Though more than eight time-fill stations (as shown at hex #4) can be connected to a compact system such as described at hex #1, trucks would be under filled. If any more than eight trucks are to be filled nightly, a larger 150-SCFM system will need to be accommodated.

Following Figure 2.1 are Tables 2.1 and 2.2. Table 2.1 provides the estimated costs for the more-compact 44-SCFM system, and Table 2.2 provides the estimated costs for a higher-flow 150-SCFM CNG fueling system.

⁸ The 150 SCFM flow rate from the hex #3 compressor system can fuel one truck with 21 DGEs of CNG in less than 20 minutes, excluding contribution from CNG-with no storage vessels.

Keyed Drawing Notes:

- 2x 22 SCFM CNG compressor system. Capable of producing about 190 DGE's of CNG in 10-hour nightly fueling window. Includes up to 2x CNG-storage vessels for 'quick fill' fueling at one of the post-mounted dispenser hoses. Preferred location as it is closest to parking-fueling area, but restricts drive aisle along east side of building 300 to 11 feet.
- CNG system is identical to the system described in #1 above, except it is located in a semi-remote location, as may be needed to avoid disrupting the drive aisle along the building. Would require about 200 feet of added trenching + conduit and wire for electrical power, and 170 feet of added 1/2" SS CNG tubing to time-fill dispensing area.
- 2x 75 SCFM CNG compressor system. Capable of producing about 647 DGE's of CNG in 10-hour nightly fueling window. Includes up to 2x CNG-storage vessels for 'quick fill' fueling at one of the post-mounted dispenser hoses. System requires motor-starter panel to be located remotely from the skids and has a separate priority-valve panel. Added components require more space, so system must be located remotely from the parking-fueling area.
- Time-fill dispensing system for up to 8 CNG trucks. This would be commensurate for the CNG systems described in # 1 and #2 above.
- Time-fill dispensers for 12 additional trucks (20 total). Development of the larger CNG system described in # 3 above is required to support more than 8 CNG trucks.
- New 3" utility supply lines assumed to be routed from the street to the respective CNG-system locations. Provided by Cascade.

General Comments:

- The source of electrical power is not shown, pending coordination with the City electric department. A new or upgraded service will likely be required, and could be housed near the east end of bldg. 300, but must be 15 feet clear of CNG equipment.
- 1/2" SS CNG tubing to time-fill dispenser area from each CNG system is required but is not shown.
- If more than 20 time-fill dispensers are needed, additional dispenser posts could be located at parking spaces north and east of building 300, or the entire dispensing area could be located in alternate spaces to the north and east of building 300 as required. The larger CNG system (#3 above) can fuel about 26 trucks with 25 DGE's of CNG each during a 10-hour fueling window.
- 3-4 feet of space is provided between equipment and between bollards and equipment.
- Gated chain-link fence may be required inside of bollards to secure equipment.

Site Plan Details:

- Option A Location (System #1):** 22 SCFM / 20 HP Comp'r Skids w/ Integrated Priority Panel, CNG Storage Vessels (11,500 SCF Capacity @ 4500 PSIG), Utility Meter Set & Gas Dryer, (8) Time-Fill Dispenser Hoses for 8-Truck Fleet, (12) Additional Time-Fill Dispenser Hoses for 20-Truck Fleet, Time-Fill Post w/ (4) x Dispenser Hoses (Typical), Concrete K-Rails (2' Wide x 20' Long (Typical)).
- Option B Location (System #2):** 75 SCFM / 50 HP Comp'r Skids, Utility Meter Set, Gas Dryer, Motor-Starter Panel (15' Clear of CNG), Priority Valve Panel & 1-2 CNG Storage Vessels (Stacked), 6" Dia. Steel-Pipe Bollard 4' On Center (Typical), (2) Partial Parking Spaces (14'-6" Long).
- System #3:** 2x 75 SCFM CNG compressor system, 2x CNG-storage vessels, motor-starter panel, priority-valve panel.

Piping Legend:

- 2-3" U/G Polyethylene Pipe from Cascade
- 2-3" Steel Pipe to Gas Dryer & Compressors
- 1/2" SS Tubing from Compressors To/From CNG Storage vessels
- 3/8" x 12' CNG Hose on on Time-Fill Disp'r Post

Other Labels: 300 BLDG (Southeast Leg), 7'-WIDE CONCRETE APRONS, 400 BLDG FINISH FLOOR, 524.75, 525.0, 524.5, 521.0, 522, 521, 520, 519, 518, 517, 516, 515, 514, 513, 512, 511, 510, 509, 508, 507, 506, 505, 504, 503, 502, 501, 500, 499, 498, 497, 496, 495, 494, 493, 492, 491, 490, 489, 488, 487, 486, 485, 484, 483, 482, 481, 480, 479, 478, 477, 476, 475, 474, 473, 472, 471, 470, 469, 468, 467, 466, 465, 464, 463, 462, 461, 460, 459, 458, 457, 456, 455, 454, 453, 452, 451, 450, 449, 448, 447, 446, 445, 444, 443, 442, 441, 440, 439, 438, 437, 436, 435, 434, 433, 432, 431, 430, 429, 428, 427, 426, 425, 424, 423, 422, 421, 420, 419, 418, 417, 416, 415, 414, 413, 412, 411, 410, 409, 408, 407, 406, 405, 404, 403, 402, 401, 400, 399, 398, 397, 396, 395, 394, 393, 392, 391, 390, 389, 388, 387, 386, 385, 384, 383, 382, 381, 380, 379, 378, 377, 376, 375, 374, 373, 372, 371, 370, 369, 368, 367, 366, 365, 364, 363, 362, 361, 360, 359, 358, 357, 356, 355, 354, 353, 352, 351, 350, 349, 348, 347, 346, 345, 344, 343, 342, 341, 340, 339, 338, 337, 336, 335, 334, 333, 332, 331, 330, 329, 328, 327, 326, 325, 324, 323, 322, 321, 320, 319, 318, 317, 316, 315, 314, 313, 312, 311, 310, 309, 308, 307, 306, 305, 304, 303, 302, 301, 300, 299, 298, 297, 296, 295, 294, 293, 292, 291, 290, 289, 288, 287, 286, 285, 284, 283, 282, 281, 280, 279, 278, 277, 276, 275, 274, 273, 272, 271, 270, 269, 268, 267, 266, 265, 264, 263, 262, 261, 260, 259, 258, 257, 256, 255, 254, 253, 252, 251, 250, 249, 248, 247, 246, 245, 244, 243, 242, 241, 240, 239, 238, 237, 236, 235, 234, 233, 232, 231, 230, 229, 228, 227, 226, 225, 224, 223, 222, 221, 220, 219, 218, 217, 216, 215, 214, 213, 212, 211, 210, 209, 208, 207, 206, 205, 204, 203, 202, 201, 200, 199, 198, 197, 196, 195, 194, 193, 192, 191, 190, 189, 188, 187, 186, 185, 184, 183, 182, 181, 180, 179, 178, 177, 176, 175, 174, 173, 172, 171, 170, 169, 168, 167, 166, 165, 164, 163, 162, 161, 160, 159, 158, 157, 156, 155, 154, 153, 152, 151, 150, 149, 148, 147, 146, 145, 144, 143, 142, 141, 140, 139, 138, 137, 136, 135, 134, 133, 132, 131, 130, 129, 128, 127, 126, 125, 124, 123, 122, 121, 120, 119, 118, 117, 116, 115, 114, 113, 112, 111, 110, 109, 108, 107, 106, 105, 104, 103, 102, 101, 100, 99, 98, 97, 96, 95, 94, 93, 92, 91, 90, 89, 88, 87, 86, 85, 84, 83, 82, 81, 80, 79, 78, 77, 76, 75, 74, 73, 72, 71, 70, 69, 68, 67, 66, 65, 64, 63, 62, 61, 60, 59, 58, 57, 56, 55, 54, 53, 52, 51, 50, 49, 48, 47, 46, 45, 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 0.

Table 2.1 - Estimated Cost for Compact CNG Fueling Facility

Item	Description	Unit	Qty.	\$ Unit Cost	\$ Total Cost
MECHANICAL EQUIPMENT					
Natural gas house line	1.5" sch 40 CS (assumes utility MSA is installed adjacent to CNG equip., pending utility), incl. supports	Ft	10	25	250
Gas Dryer	1-tower, w/ no regeneration, 1.5" process, bypass, rated for 50 SCFM	Each	1	15,500	15,500
Regulator	1.5" reduce MSA supply press. to 14 PSI max	Each	1	350	350
CNG compressor skid	22 SCFM compressor skid w/ 20 HP drive motor & enclosure; 10 PSIG suction, 44 SCFM-rated system	Each	2	70,500	141,000
CNG valve panel	1/2" tubing and ball valves, time fill	Assy	1	4,800	4,800
CNG storage vessel	4' sphere 11,600 SCF @ 4500 PSI, 5500 PSI MAWP	Each	2	29,000	58,000
CNG pressure tubing & sleeve	1/2" SS tubing in PE or ENT sleeve to dispenser posts	Ft	95	18	1,710
Piping & tubing supports	Allowance	LS	1	1,500	1,500
Time-fill dispenser post assy	Post w/ (4) hoses @ 3/8" 14' each, including nozzles and breakaways	Each	2	4,800	9,600
Subtotal Mechanical Equipment					\$232,710
ELECTRICAL EQUIPMENT					
Utility transformer	Allowance, including conduits to power pole/vault	LS	1	20,000	20,000
Main switchboard	Allowance for 200A 480V distribution or upgrades	LS	1	11,000	11,000
CNG motor starters	Integrated / included	Assy	1	0	0
Compound-area lighting	Assume none needed	Each	0	3,500	0
Power conduit and wiring	120V and 480V	Ft	90	29	2,610
Sensor/control conduit &	24V and controls	Ft	120	20	2,400
Subtotal Electrical Equipment					\$36,010
CIVIL WORK					
Structural fdn's for equipment	CNG skids, dryer skid, sto. vessels, electrical gear	Each	5	6,000	30,000
Bollards	6" dia. steel pipe, 4' O.C. around equipment	Each	40	475	19,000
Bump stops	Pre-cast concrete in front of each time-fill post	Each	80	8	640
Paving inside equipment	Repair asphalt - allowance	LS	1	3,000	3,000
Enclosure fence for CNG	7' tall CL fence w/ 2 gates	LF	160	19	3,040
Excavation, trenching, backfill	Pipe trenches and pad excavation - allowance	LS	1	8,000	8,000
Subtotal Civil Work					\$63,680
OTHER DIRECT COSTS					
Contractor labor & specialty equipment	On-site construction / installation labor & equipment not listed elsewhere (assumes \$65/hr prevailing wage)	LS	1	50,740	50,740
Shipping, testing and startup	Skids, dispensers, vessels, dryer, genset + mfr assist.	LS	1	11,000	11,000
Total Direct Cost					\$394,140
Contractor markups	Incl. overhead, general conditions, bond, mobilization	LS	19%		74,887
Profit		LS	9%		35,473
Subtotal Project Cost					\$504,499
Construction contingency		LS	11%		55,495
Design engineering	Construction documents & plan-check approval	LS	1	48,000	48,000
Gas utility upgrade (direct to City gas utility)	Net cost of distribution line & meterset for CNG facility (may be less, pending allowances)	LS	1	3,500	3,500
TOTAL ESTIMATED COST FOR COMPACT CNG FACILITY					\$611,494

Table 2.2 - Estimated Cost for Higher-Flow CNG Fueling Facility

Item	Description	Unit	Qty.	\$ Unit Cost	\$ Total Cost
MECHANICAL EQUIPMENT					
Natural gas house line	1.2" sch 40 CS (assumes utility MSA is installed adjacent to CNG equip., pending utility), incl. supports	Ft	15	29	435
Gas Dryer	1-tower, w/ no regeneration, 2" process, bypass, rated for 50 SCFM	Each	1	19,600	19,600
Regulator	2", reduce MSA supply press. to 14 PSI max	Each	1	410	410
CNG compressor skid	75 SCFM compressor skid w/ 50 HP drive motor & enclosure; 10 PSIG suction, <u>150 SCFM-rated system</u>	Each	2	92,400	184,800
CNG valve panel	1/2" tubing and ball valves, time fill	Assy	1	4,800	4,800
CNG storage vessel	4' sphere 11,600 SCF @ 4500 PSI, 5500 PSI MAWP	Each	2	29,000	58,000
CNG pressure tubing & sleeve	1/2" SS tubing in PE or ENT sleeve to dispenser posts	Ft	95	18	1,710
Piping & tubing supports	Allowance	LS	1	1,500	1,500
Time-fill dispenser post assy	Post w/ (4) hoses @ 3/8" 14' each, including nozzles and breakaways	Each	5	4,800	24,000
Subtotal Mechanical Equipment					\$295,255
ELECTRICAL EQUIPMENT					
Utility transformer	Allowance, including conduits to power pole/vault	LS	1	20,000	20,000
Main switchboard	Allowance for 200A 480V distribution or upgrades	LS	1	11,000	11,000
CNG motor starters	Duplex remote panel (outside of classified area)	Assy	1	11,600	11,600
Compound-area lighting	Assume none needed	Each	0	3,500	0
Power conduit and wiring	120V and 480V	Ft	175	31	5,425
Sensor/control conduit &	24V and controls	Ft	150	20	3,000
Subtotal Electrical Equipment					\$51,025
CIVIL WORK					
Structural fdn's for equipment	CNG skids, dryer skid, sto. vessels, electrical gear	Each	5	6,000	30,000
Bollards	6" dia. steel pipe, 4' O.C. around equipment	Each	50	475	23,750
Bump stops	Pre-cast concrete in front of each time-fill post	Each	80	20	1,600
Paving inside equipment	Repair asphalt - allowance	LS	1	4,000	4,000
Enclosure fence for CNG	7' tall CL fence w/ 2 gates	LF	185	19	3,515
Excavation, trenching, backfill	Pipe trenches and pad excavation - allowance	LS	1	9,500	9,500
Subtotal Civil Work					\$72,365
OTHER DIRECT COSTS					
Contractor labor & specialty equipment	On-site construction / installation labor & equipment not listed elsewhere (assumes \$65/hr prevailing wage)	LS	1	58,540	58,540
Shipping, testing and startup	Skids, dispensers, vessels, dryer, genset + mfr assist.	LS	1	13,500	13,500
Total Direct Cost					\$490,685
Contractor markups	Incl. overhead, general conditions, bond, mobilization	LS	19%		93,230
Profit		LS	9%		44,162
Subtotal Project Cost					\$628,077
Construction contingency		LS	11%		69,088
Design engineering	Construction documents & plan-check approval	LS	1	51,500	51,500
Gas utility upgrade (direct to City gas utility)	Net cost of distribution line & meterset for CNG facility (may be less, pending allowances)	LS	1	1,000	1,000
TOTAL ESTIMATED COST FOR HIGHER-FLOW CNG FACILITY					\$749,665

2.1.2 CNG Fueling Station Operational & Maintenance (O&M) Costs

The CNG fueling facility also requires specialized maintenance. One consideration is that the City could elect to retain a third party CNG-maintenance firm to provide turnkey operations and maintenance (O&M) services for at least the first one to two years of system operation, during which time City maintenance technicians could become familiar with the system and eventually take on greater levels of O&M responsibility. This would include one to two City staff attending free multi-day training at the CNG-equipment manufacturer's facility⁹, with travel costs being the responsibility of the City. Alternately, the City may elect to award a long-term O&M service contract to a qualified maintenance contractor. This could be done as part of the capital project to construct the CNG facility or could be procured separately.

Contracting for O&M services for the City's CNG fueling facility to an outside specialty-CNG contractor such as Clean Energy or Trillium, provides some overhead costs but offers some assurance given 24 hours emergency response times, as well as regular and routine preventative maintenance to the fueling facility to insure elimination of downtime for fueling the fleet. Note that typical O&M contracts covers all consumables, labor, testing, rebuilds, failures, service calls, remote-site monitoring, and related expenses. The City would still have some supervisory function and related expenses over the contract, regardless of the selected contractor / vendor.

So that the City can assess the approximate cost for O&M services that would be provided by an outside CNG-specialty contractor, it would be prudent for City staff to hold open dialogues with local and national O&M contractors to gain an idea of their cost for services. The City may wish to prepare comprehensive material and labor costs it incurs for the CNG operations and maintenance (O&M) program and compare it to the costs secured from vendors for their services.

2.1.3 Useful Life of Fueling Facility

Modern CNG fueling equipment manufactured by reputable packagers have proven to be reliable and long lasting. Especially considering the drier arid climate of the City, equipment of the type described in section 2 for the fueling facility should be expected to have a useful life of at least 20 years. At that time, the equipment may need either substantial refurbishment or complete replacement, depending on usage and environmental conditions.

2.2 Modify Maintenance Garage to Accommodate CNG

CNG-safe garage modifications are needed for garage (fleet maintenance facility) where repairs to the chassis or fuel systems of CNG-fueled vehicles may be performed.

⁹ ANGI Energy and Clean Energy Compression offer in-factory maintenance training at no cost (excluding travel) and other CNG-equipment manufacturers may also offer this service.

2.2.1 Codes and Regulations for Maintenance Facility

Codes and regulations require safety modification for repair garages in which CNG fuel vehicles are repaired. Since natural gas is flammable and lighter than air, garages must be equipped with gas leak detection system and ventilation systems in order to respond to a potential leak from a vehicle. Since the City's fleet maintenance facility are existing and do not meet the code requirements for servicing CNG-fueled vehicles, it must be modified accordingly. The scope of the modifications at each facility includes a gas-leak detection and alarm system, as well as a ventilation system that meets the relevant configurations. The general codes and regulations that govern CNG-safe modifications to vehicle maintenance facilities are as follows:

- International Building Code 2006
- International Mechanical Code 2006
- International Fuel Gas Code 2006
- National Electric Code 2005
- International Fire Code 2006
- NFPA 30A - Motor Fuel Dispensing Facilities and Repair Garages
- NFPA 52 - Vehicular Gaseous Fuel Systems
- NFPA 90A - Installation of Air Conditioning and Ventilation System

Though there are many detailed requirements indicated by the listed codes, the most critical issues are two alternative requirements, where compliance with either code will result in a compliant and safe maintenance garage for CNG-fueled vehicles. The two critical codes referenced are described below:

International Electric Code article 511 - which states that where major repairs are conducted on CNG fueled vehicles, 18" below the ceiling will be considered a class 1 division 2 hazardous area, unless continuous ventilation of at least 1 CFM per square foot is provided at the points within 18" below the highest point of ceiling. If continuous ventilation is provided, the hazardous area under the ceiling is not applicable. Makeup air from an outside source (and typically not conditioned) must be provided at the bottom of the room. Note that compliance under this approach does not technically require a gas-leak detection system, but it is conventional and safe practice to include detection, even when applying this methodology.

NFPA 30A article 7.4 - which calls for ceiling-mounted gas-leak detectors system that results in all of the following, upon detection of 25% LFL¹⁰:

- Initiation of audible and visible alarms,
- Initiation of a mechanical ventilation system,
- Deactivation of all heating system located in the garage area

¹⁰ Natural gas has a flammability range of 5-15% in air. LFL is the lower flammable limit of natural gas in air.

Also, define the space 18" below the ceiling as class 1 division 2 'hazardous area', as defined by the electrical code, where any conduits, light fixtures or other electrical equipment in the area must be listed appropriately. (Exception will apply upon ventilation as discussed.)

As part of the study research, the Project Team contacted Jim Oliver, Building Official for the City of Richland Development Services, to determine if the codes and regulations cited in this subsection were all inclusive and whether any other local regulations or codes needed to be included and addressed. Mr. Oliver responded stating that the list appears to be complete. Mr. Ken Buechler, with the City's fire department, and Michael Boring, the City's plans examiner, were contacted for any input they may have on the subject, however no additional comments or feedback were provided from them.

Mr. Oliver suggested that CNG quantities and dispensing methods would be the driving factors for any reclassification or modifications needed for the maintenance building. The WIH Project Team lead for the maintenance / garage modifications, Mr. Reb Guthrie, determined that in NFPA 30A there is not a reference to dispensing rate, nor is there a reference to quantity stored (on the vehicle). Rather, NFPA 30A states that if heavy or substantial repair is performed on any CNG vehicle (that has not been fully drained of its onboard CNG), the required modifications to the garage are needed.

2.2.2 Technical Description of Garage Modifications

Detection & Alarming - Detection system consists of methane detectors installed below ceiling, a wall-mounted control system with touch-panel interface, and a battery backup. The alarm system uses horns and strobes to annunciate leakage per the sequence of operation, described above. If present, an emergency generator supporting the detector and ventilation systems, in the events of power outage, will augment the detection and alarm system.

In the CNG vehicle repair garage, CNG leakage will be detected by gas-leak sensors. Gas will be detected at the concentration in the air of both 20% and 40% of the LFL (lower flammable limit) of natural gas. Upon detection of 20%-39% LFL, audible alarms, the amber light on the visible alarm will be illuminated, a 102-dB audible alarm will sound, and emergency ventilators will be activated and heaters in the garage will be deactivated. Upon detection of 40% LFL, the red visible alarm will be illuminated. Under normal conditions with no gas leakage, a green light on the visible alarm will be illuminated.

Ventilation - A ventilation system is required to ventilate the garage at the minimum of five air change per hour upon 20% LEL (lower explosive limit) gas leak detection. For two reasons, the existing ventilation system may not be able to be used for emergency (leak event) condition. First, exhaust fans for emergency condition must have explosion-proof motors and spark proof construction, and second, the air intake must be at the ceiling to meet either of these criteria.

Another aspect affected by ventilation is the area within 18" below the ceiling, as hazardous area. Without a minimum of 1 CFM/SF ventilation at the ceiling, the zone the below ceiling will be considered as a class 1 division 2 hazardous area. To be compliant, all electrical items including conduits and lights,

under ceiling would have to be located below 18" limit or upgraded to division 2. However, modifications to make the under-ceiling area division-2 compliant are much less complex and costly.

Modifications to Heating System - In a CNG vehicle repair garage, no open flame heater is allowed, and the surface temperature of any heating equipment must not exceed 750 °F. Remotely fired hydronic heaters are acceptable since the temperature will not exceed the limitation of 750 °F, as are infrared heaters with surface temperatures of less than 750 °F.

For areas of garages that do not service CNG-fueled vehicles but that are adjacent and common to the CNG-vehicle areas, the design approach is to protect these zones by providing a positive pressure via activation of supply fans. The supply fans are activated upon detection of 20% LFL (lower flammable limit) and prevent any leaked natural gas from migrating to the otherwise non-protected areas.

Table 2.3 below provides a preliminary cost estimate for the modification of the City's fleet maintenance (garage) facility. The description and estimate assume that roof-mounted exhausters are needed, though this may be found not to be needed.

Related Training - Training in the use of the system is very basic. The central controller displays the status of each sensor and can provide alarm history, all via a local HMI touch panel. The controller can also be monitored remotely via a web-based interface. The only maintenance for the gas-detection system is to verify the calibration of the sensors annually. This is done by applying test or 'span' gas to each sensor using gas with a known concentration of methane. The gas is applied using plastic Tygon tubes that are routed from each sensor to 2-3 termination cabinets located about five feet above the floor, typically along columns or walls.

Table 2.3 - Conceptual Cost for CNG-Safe Upgrades to Maintenance Facility / Garage

ITEM DESCRIPTION	MAT'L QTY	UNIT	\$ UNIT COST	\$ MAT'L COST	\$ LABOR COST	\$ TOTAL COST
GENERAL REQUIREMENTS						
Contractor set-up / mobilization	1	LS	6,000	0	6,000	6,000
Contractor supervision, management (weeks)	5	LS		0	23,800	23,800
General Subtotal					\$29,800	29,800
MECHANICAL & SPECIAL CONSTRUCTION						
Methane Detection System						
Control system, Sierra Monitor 8-channel	1	EA	4,200	4,200	390	4,590
Controller software package	1	EA	200	200	195	395
Cabinet NEMA 12 w/ rack shelf for controllers	1	EA	3,900	3,900	195	4,095
Methane infrared point sensors, Div-1 rated	8	EA	1,550	12,400	1,560	13,960
Calibration fitting	8	EA	39	312	260	312
Calibration kit w/ 40% and 20% LEL cylinders	1	EA	741	741	312	1,053
Battery backup, 24 hr, NEMA 1 encl.	1	EA	3,540	3,540	260	3,800
24VDC supply for detection system, 8 channel	1	EA	2,000	2,000	130	2,130
Alarms & Other Work						
Visible alarm indoor/outdoor haz-rated, 3 lights	3	EA	2,700	8,100	585	8,685
Audible alarm indoor/outdoor haz-rated	3	EA	950	2,850	585	3,435
Cabinets for terminating test tubing	3	EA	100	300	98	398
Caulking & sealing	1	LS	5,000	5,000	780	5,780
Lifts and scaffolds (allowance)	1	LS	10,000	10,000		10,000
Ventilation						
Louvers for makeup air	3	EA	1,500	4,500	1,950	6,450
Garage door upgrade louvers	1	LS	8,000	8,000	1,040	9,040
Roof-mounted exhaust fans, 1/3 HP (may not be needed)	4	EA	1,800	7,200	1,560	8,760
Supply fan				0	0	
Ductwork				0	0	
Mechanical Subtotal				\$73,243	\$9,900	\$82,883
ELECTRICAL						
Wiring and conduit for exhaust fans	6	EA	400	2,400	2,730	5,130
Wiring and conduit for gas sensors	8	EA	641	5,128	3,640	8,768
Garage electrical upgrades (power upgrade)	0	LS	0	0	(incl)	0
Motor control center for exhaust & supply fans	1	LS	9,000	9,000	(incl)	9,000
Electrical Subtotal				\$16,528	\$6,370	\$22,898
SUB-TOTAL BASE SCOPE)				\$89,771	\$46,070	\$135,581
Contractors Overhead and G&A	19%					25,760
Contractors Profit	9%					12,202
Contingency	15%					20,337
Design engineering (procured directly by the City)						38,500
TOTAL BASE CONSTRUCTION COSTS FOR GARAGE MODIFICATIONS						\$232,380
Additive Alternates						
Genset, 5 kW, diesel belly tank w/ enclosure	1	LS	14,000	14,000	1,300	15,300
Generator ATS, grounding, wiring and elec installation	1	LS	5,100	5,100	2,080	7,180
Generator concrete pad & bollards	1	LS	6,300	6,300	(incl)	6,300
Heating system upgrade (if required)	1	LS	60,000	60,000	1,820	61,820
SUB-TOTAL (ALL ALTERNATES)				\$85,400	\$5,200	\$90,600
Contractors Overhead and Profit	19%					17,214
Contingency	5%					4,530
TOTAL ALL ALTERNATE COSTS						\$112,344
TOTAL ALL BASE AND ALTERNATE COSTS FOR GARAGE MODIFICATIONS						\$344,724

2.3 CNG Fueling and Maintenance Infrastructure

Four primary factors determine the cost of an on-site fueling system: proximity to a source pipeline, pipeline pressure, fast fill or time fill, and fleet size.

1. **Source Proximity** – The greater the distance from a primary source, the greater the cost to plumb the fueling system to the source line.
2. **Pipeline Pressure** – A primary line with high pressure can reduce the horsepower and energy consumption up to 40%; whereas, a secondary line will require additional energy to compress the gas to the necessary pressures.
3. **Filling System** – Fast-fill fueling is intended to replicate the conventional petrol fueling process, by refueling a CNG vehicle in roughly the same timeframe as its liquid-fueled counterpart, 4 to 8 minutes of connected fill time, depending on the amount of fuel being dispensed. Alternately, time-fill is based on fueling a fleet of CNG vehicles simultaneously by dispensing CNG to each vehicle over several hours via a dispenser hose installed at the vehicle's parking space.
4. **Fleet Size** – The larger the fleet, the lower the unit cost.

Planning level costs of an on-site fueling system vary by site, fleet size, and fueling requirements, however for this example, let's assume it is \$1.58 million. Using this cost estimate, the estimated capital cost is \$0.68 per Therm if the costs of the fueling system is amortized over a 15-year life on a per Therm basis. The expected energy cost to compress the natural gas is \$0.146 per Therm and the estimated operational and maintenance cost of the system is \$0.30 per therm. Total CNG fueling facility cost is the sum of these costs, which is \$1.13 per Therm. While this is the standard approach for determining the CNG fuel costs, the Project Team took a different approach for the City's CBA since the low fuel usage will greatly impact the cost per Therm based during the first 7 years when the fleet is being converted to CNG.

SECTION 3 – COST BENEFIT ANALYSIS (CBA)

The WIH Project Team prepared the cost / benefit analysis (CBA) model for conversion of City Solid Waste fleet to CNG fuels as well as utilized the EPA VICE model for comparison. The analysis is designed to contemplate an entire fleet upgrade and replacement at a phased approach in coordination with the City's existing fleet replacement schedule. The project team prepared the CBA analysis of the items below, including data for analysis, not currently available from the City's systems.

- ☐ Vehicle procurement costs;
- ☐ Fuel and fueling system costs;
- ☐ Daily operational costs;
- ☐ Expected service life of the vehicles;
- ☐ Routine/scheduled vehicle maintenance requirements including timing, parts and materials;
- ☐ Required maintenance facility requirements/modifications to meet City building and fire codes;
- ☐ Personnel training – operators, mechanics and staff;
- ☐ Vehicle inspection requirements (including fuel tanks) and licensing fee comparisons;
- ☐ Cost and availability of replacement parts, and;
- ☐ Impacts to collection vehicle routing (if any).

The concept of return on asset or investment (ROI) is difficult to calculate for municipal operations because of the non-profit nature of the operations; therefore, the following section compares known costs incurred by the City to estimated costs of the various alternatives. This provides City managers the capacity to determine if a change will yield a higher or lower cost in the future.

3.1 CNG Powered Trucks

There are two primary costs that increase the cost of a CNG powered truck compared to diesel powered truck; the engine and fuel tanks. Both Mack and Peterbilt offer the Cummins-Westport engine as the optional power plant on their vocational trucks. This optional engine increases the costs of the chassis by \$30,300. Unlike diesel fuel tanks, CNG tanks require a greater amount of space. The standard CNG tank volume is 70 DGE and provides the trucks the comparable range as a 50-gallon diesel tank (50 gallons x 1.39 DGE). Tanks are typically located on top the collection body or on the back end of the lift gate, depending on the type of body. Dadee Manufacturing is the preferred collection body of the City and charges \$55,000 to add the 70 DGE CNG tanks to the top of the Scorpion collection body (Figure 3.1). Therefore, combined premium for the City to purchase a CNG powered collection truck comparable to the current diesel-powered units is \$85,300 (\$30,300 + \$55,000).



FIGURE 3.1: SCORPION ASL BODY WITH CNG TANKS

3.2 Fueling Costs

There are several steps required to convert the natural gas from the pipeline outside the street to fleet fuel and each one has a cost. Cascade Natural Gas has a state regulated tariff rate (Tariff No. 511) of \$0.6070 per Therm.

Section 2.1 provides details of the preferred fueling system costs. Typically, the cost of the fueling system is divided by the annual cost and then allocated over the expected output. However, using this method doesn't provide a reasonable comparison of the costs because of the City's phased in vehicle replacement limits the amount of natural gas consumed in the first five years. Therefore, the cost of the fueling system is treated as a fixed cost in the CBA. Assuming the system is financed over a 15-year period at a cost of 5% interest, the annual payment is \$71,140.

Compressing the pipeline gas for vehicle fueling requires a significant amount of electricity to run the compressor system. At the City's current electrical rate of \$0.0396 per k/W, the cost per Therm is \$0.1127. Operational and maintenance cost of the fueling system is estimated at \$0.10 per Therm. Table 3.1 calculates the natural gas cost per DGE.

Table 3.1 - Cost per CNG Therm to Diesel Gallon Equivalent

Cost Component	Amount
Cascade Natural Gas Tariff 511 Rate	\$0.6070
Electric Cost to Compress	\$0.1127
O & M Cost (estimated)	\$0.1000
Total CNG Cost per Therm (sum of above)	\$0.8197
Therm to DGE (Cost per Therm x 1.39)	\$1.14

The City currently has 8 frontline collection trucks powered by the tier 3 diesel engines. The fuel consumption for these tier 3 trucks is approximately 27 gallons per day or 6,804 (27 gallons per day x 252 working days) gallons annually. Comparable fuel consumption for a CNG powered truck requires the use of the DGE ratio (Section 1.9) to convert the consumed gallons of diesel to natural gas Therms. Expected annual natural gas consumption is approximately 9,478 Therms (6,804 gallons x 1.39 DGE ratio).

In 2017, the City paid an average of \$2.73 per gallon for diesel plus \$0.05 per gallon for DEF fluid. The comparable DGE cost for CNG is \$1.14. The following table compares the cost of diesel from 2017 to the estimated cost of CNG.

Table 3.2 - Fuel-Cost Comparison

Description	Diesel	CNG	Note
Fuel Cost per Gallon / DGE	\$2.78	\$1.14	A
Annual Fuel Consumption per Truck	6,804	6,804	B
Annual Fuel Cost per Truck	\$18,924	\$7,769	C
Fuel Cost Savings from CNG		(\$11,155)	D

Table Notes:

A: Diesel price per gallon was the average amount paid by the City in 2017 to fuel the CNG candidate vehicles. The cost includes fuel and DEF fluid for the six trucks powered with a tier 3 diesel engine. CNG is the current tariff rate per Therm plus the expected fueling system cost converted to Diesel Gallon Equivalent (DGE).

B: Annual fuel consumption per truck is average daily consumption for the City's tier 3 waste collection fleet in 2017 multiplied by the working days (27 gallons per day x 252 working days).

C: Fuel Cost per Truck is the Fuel Cost per Gallon multiplied by the Fuel Consumption (A x B).

D: Fuel Cost Savings is the difference in costs of Item C.

While there is a price savings between diesel and natural gas, there are additional costs to convert the fleet. While there are initial investments in the infrastructure and equipment, the long-term savings on fuel can help offset these costs.

3.3 CNG Powered Truck Repair & Maintenance Costs

Repair and maintenance costs on the CNG trucks is comparable to the tier 3 diesels; however, the City's current average repair cost is low because the fleet is a mixture of tier 2 and 3 trucks. Therefore, the repair and maintenance (R&M) costs on the CNG powered trucks is projected to be approximately 25% higher than the City's current average repair costs.

Other related costs are that of training Technicians which will require additional training to work on the CNG engines and fuel systems. The cost per technician for a one-week course is approximately \$2,500. Cummins, the manufacturer of the Westport CNG engine, is the provider of the training course. In addition to the training, the City will need to purchase the Next IQ hardware and Cummins / Allison software at a one-time cost of approximately \$2,100. As with any new truck, drivers will need to be updated on the operation of the trucks as well as the procedures to fuel after their post-trip inspection, including safety practices. More on driver / operator training is covered in Section 4.1.1.

3.4 Cost Comparison of Diesel to CNG Trucks

Table 3.3 compares the costs of a tier 3 diesel powered truck to a CNG powered truck detailed in the previous report sections.

Table 3.3 – Cost Comparison of Diesel to CNG Powered Trucks

Description	Diesel	CNG
Truck Purchase Cost	\$276,001	\$361,301
Expected Useful Life	8 years	8 years
Annual Truck Cost (Cost / 8 years)	\$34,500	\$45,163
Annual Fuel Consumption (Table 1.4)	6,804	6,804
Fuel Unit Cost ¹¹	\$2.93	\$1.14
Annual Fuel Cost	\$19,961	\$7,769
Annual R&M Cost per Truck (Section 3.3)	\$5,219	\$6,524
Annual Cost per Truck (Truck Cost + Fuel + R&M)	\$59,681	\$59,456
Annual Cost Variance per Truck		(\$225)

While there is significant savings on the costs of fuel, the premium paid for the CNG truck and the higher R&M costs do not offset the higher costs.

Using the City's phased in approach to fleet replacement over a ten year period, the savings on the purchase price of the fuel doesn't offset the additional costs to convert the fleet. The estimated cost is approximately \$1.81 million. Table 3.4 on the following details the expected cost over a ten year period.

The conversion to CNG fueled solid waste collection trucks has a capital cost to the City estimated at approximately \$2,203,600 for the fueling system (\$749,700), facility modifications (\$345,000), and the premium paid for 13 front-line collection trucks (\$85,300 per truck). As such, without third-party funding, the City should only pursue this conversion if factors other than cost are driving considerations of this change. If third-party funding is available to pay for the capital cost of the system and fleet conversion, the savings from the lower cost of natural gas compared to diesel will yield a savings of approximately \$1,457,159 over the ten year study period. If the City completes the conversion, it will be necessary to account for major equipment repair or replacement costs after the 20-year life of the fueling station.

¹¹ Future diesel fuel costs include DEF fluid which increases the cost per gallon by \$0.20. DEF fluid is required on all diesel engines manufactured after 2008. As the City replaces the older diesel fleet, the additional \$0.20 is representative of future costs as the fleet transitions to all DEF-using trucks.

Table 3.4: Ten Year Cost to Convert from Diesel to a CNG Powered Collection Fleet

Year		FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
New CNG Powered SW Trucks	A	2	3	0	1	1	4	4	3	0	0
CNG Truck Cost	B	\$ 796,599	\$ 1,114,033	\$ -	\$ 433,749	\$ 338,277	\$ 1,747,598	\$ 1,598,924	\$ 1,200,667	\$ 898,371	\$ 1,302,134
Accumulated CNG Truck Cost	C	\$ 796,599	\$ 1,910,632	\$ 1,910,632	\$ 2,344,382	\$ 2,682,659	\$ 4,430,257	\$ 6,029,181	\$ 7,229,848	\$ 8,128,219	\$ 9,430,353
CNG fleet	D	2	5	5	6	7	11	15	18	18	18
Diesel fleet	E	16	13	13	12	11	7	3	0	0	0
Total Fleet	F	18	18	18	18	18	18	18	18	18	18
Baseline Diesel Fuel Consumption	G	109,903	116,999	116,999	117,245	118,735	118,735	118,735	118,735	118,735	118,735
Diesel Cost per Gallon (see chart)	H	\$ 3.68	\$ 3.85	\$ 4.03	\$ 3.84	\$ 3.66	\$ 3.49	\$ 3.65	\$ 3.82	\$ 4.00	\$ 4.19
Baseline Diesel Fuel Cost	I	\$ 403,935	\$ 450,089	\$ 471,098	\$ 450,052	\$ 434,499	\$ 414,218	\$ 433,553	\$ 453,790	\$ 474,972	\$ 497,143
Total Gallons of Diesel Consumed	J	98,002	93,827	93,827	87,678	83,951	57,926	33,635	17,508	12,900	5,804
Annual Diesel Cost	K	\$ 360,197	\$ 360,946	\$ 377,795	\$ 336,556	\$ 307,210	\$ 202,080	\$ 122,814	\$ 66,912	\$ 51,603	\$ 24,300
Total DGE of Natural Gas Consumed	L	18,956	47,390	47,390	56,868	66,346	104,258	142,170	170,603	170,603	170,603
CNG Cost per Therm	M	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82
Annual CNG Cost	N	\$ 15,539	\$ 38,846	\$ 38,846	\$ 46,616	\$ 54,385	\$ 85,462	\$ 116,539	\$ 139,847	\$ 139,847	\$ 139,847
Net Fuel Cost	O	\$ (28,199)	\$ (50,296)	\$ (54,457)	\$ (66,880)	\$ (72,904)	\$ (126,676)	\$ (194,199)	\$ (247,031)	\$ (283,521)	\$ (332,995)
CNG Truck Premium	P	\$ 170,600	\$ 255,900	\$ -	\$ 85,300	\$ 85,300	\$ 341,200	\$ 341,200	\$ 255,900	\$ 170,600	\$ 255,900
Fueling System Capital Cost	Q	\$ 71,140	\$ 71,140	\$ 71,140	\$ 71,140	\$ 71,140	\$ 71,140	\$ 71,140	\$ 71,140	\$ 71,140	\$ 71,140
Maintenance Facility Retrofit	R	\$ 27,662	\$ 27,662	\$ 27,662	\$ 27,662	\$ 27,662	\$ 27,662	\$ 27,662	\$ 27,662	\$ 27,662	\$ 27,662
Annual System Cost	S	\$ 269,401	\$ 354,701	\$ 98,801	\$ 184,101	\$ 184,101	\$ 440,001	\$ 440,001	\$ 354,701	\$ 269,401	\$ 354,701
Annual CNG Fuel Savings	O	\$ (28,199)	\$ (50,296)	\$ (54,457)	\$ (66,880)	\$ (72,904)	\$ (126,676)	\$ (194,199)	\$ (247,031)	\$ (283,521)	\$ (332,995)
Net CNG System Cost / (Savings)	T	\$ 241,202	\$ 304,405	\$ 44,344	\$ 117,221	\$ 111,197	\$ 313,326	\$ 245,802	\$ 107,670	\$ (14,120)	\$ 21,706
Cumulative Cost / (Savings)	U	\$ 241,202	\$ 545,607	\$ 589,951	\$ 707,173	\$ 818,370	\$ 1,131,695	\$ 1,377,497	\$ 1,485,168	\$ 1,471,047	\$ 1,492,753
Seven Year Average Cost / (Savings)	V	\$ 149,275									
Fuel Tax Credit @ \$0.40 per GGE	W	\$ (4,921)	\$ (13,113)	\$ (13,901)	\$ (18,761)	\$ (21,294)	\$ (31,196)	\$ (41,037)	\$ (48,418)	\$ (48,418)	\$ (48,418)

Table Notes

A: Replacement of the 18 diesel SW trucks to CNG powered trucks - schedule based on Fund 503 replacement

B: Calculated truck replacement from Fund 503 replacement schedule with the added cost of a CNG powered truck

C: Accumulated cost of the trucks purchased

D: Number of CNG powered trucks purchased - capped at 18 trucks

E: Decreasing diesel-powered trucks - being replaced by CNG trucks

F: Total Fleet is the D + E - capped at 18 trucks

G: 2017 Diesel fuel consumption plus the additional fuel consumed with the purchase of trucks equipped with the Tier 3 engines. This is the amount of diesel fuel that is expected to be consumed over the next 10 years if the City doesn't convert to CNG powered trucks.



H: Estimated price of diesel fuel and DEF fluid - the rate increases by 4.5% in the first three years, and then decreases by the next three years, and then starts to increase by 4.5% from years 7 through 10.

I: Baseline Diesel Fuel Cost is the Baseline Diesel Fuel Consumption multiplied by the Diesel Cost per Gallon ($G \times H$).

J: Total Gallons of Diesel Consumed is the Diesel Fleet x Annual Diesel Gallons Consumed Per Truck (See CNG Replacement Schedule Tab)

K: Annual Diesel Cost is the Total Gallons of Diesel x Diesel Cost per Gallon ($H \times J$)

L: Annual DEG of Natural Gas Consumed is the CNG Fleet x Annual DGE of CNG per Truck (See CNG Replacement Schedule Tab)

M: CNG Cost per Therm is the sum of tariff rate, per Therm, from Cascade Natural Gas plus the electrical cost, per Therm, to compress the gas and the estimated operation and maintenance cost, per Therm, for the fueling system.

N: Annual CNG cost is the Total DGE of Natural Gas Consumed multiplied by the CNG Cost per Therm ($L \times M$)

O: CNG Fuel Savings is the difference in the combined cost per gallon of diesel and CNG less the Baseline Diesel Fuel Cost ($(K + N) - I$)

P: CNG Truck Premium is the additional cost of the Cummins-Westport CNG powered engine of \$30,300 plus the CNG tank charge of \$55,000 from Dadee Manufacturing. Total Cost is \$85,300 per truck. The premium for the Schwarze Sweepers is \$70,000.

Q: The capital cost of the fueling system amortized over 15 years @ 5% - This is the annual payment amount on the amount borrowed to construct the facility.

R: The capital cost to retrofit the maintenance facility for lighter than air fuel - 20-year life @ 5%

S: Annual System Cost is the total of the CNG Truck Premium plus the annual payments for the CNG Fueling System and the maintenance facility retro fit ($P + Q + R$)

T: The Net CNG System Costs is the Annual System Cost less the savings on the difference between the natural gas cost per DGE and the cost of diesel ($S + O$).

U: Cumulative Cost or Savings is the cumulative costs of the Net CNG System Cost

V: Ten Year Average Cost is the average of the Net System Cost

W: GGE of CNG calculated on the CNG Replacement Schedule tab multiplied by \$0.40

SECTION 4 – OTHER ISSUES & CONSIDERATIONS

This section identifies some known and common issues that need to be addressed and included as consideration for the City to successfully implement the conversion to CNG fuels.

4.1 Considerations for Employee Training

For CNG fuel, there are not any codes or legal standards that require any specific training, licensing or permitting for either vehicle maintenance, facility maintenance or vehicle operation. However, at least some specialized training is prudent and consistent with good operational practices of any facility or significant system.

4.1.1 Training for Drivers / Operators

Orientation of the City's drivers / operators is critical to the successful deployment of CNG trucks. The city will need to provide safety training, both hands-on and video based, to ensure that the drivers are aware of the safety features of the vehicles and how to operate them, and to address concerns that drivers may have expressed about CNG vehicle safety and operations. The City should include operational training to demonstrate proper vehicle operation, including such items as fueling, and the requirement to connect a block heater to the engine when outside temperatures are below 20° F to ensure reliable starting at those temperatures.

4.1.2 Training for Technicians / Mechanics

The deployment of CNG-fueled vehicles will require some training related to service and repair of the vehicles, such as fuel-cylinder / tank inspection, use of a hand-held gas-leak detector, and servicing oil-coalescing filters. One suggestion is to start the mechanics' training and cylinder inspection certification training one month prior to the arrival of the first CNG trucks. Natural gas vehicle maintenance classes are offered from the Natural Gas Vehicle Institute¹² and Cummins Westport¹³ to certify maintenance technicians. It is advised that the City have at least two technicians become certified to perform tank inspections.

4.2 Fuel Cylinder / Tank Inspections

The Federal Department of Transportation Standard No. 304¹⁴ requires a label on each CNG cylinder stating that CNG cylinders should be visually inspected to ensure safety every 36 months or 36,000 miles and after a motor vehicle accident or fire. CNG cylinders have a limited lifespan of generally 15 to 20

¹² See: <http://www.ngvi.com/training.html>

¹³ See: <http://www.cumminswestport.com/training>

¹⁴ See: <https://www.gpo.gov/fdsys/granule/CFR-2011-title49-vol6/CFR-2011-title49-vol6-sec571-304>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Presentations

Subject:

New Hire/Retirements (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

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

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

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Presentations

Subject:

Retirement Recognition for Lance Greenwood (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Presentations

Subject:

Annual Arts Commission Report (7 minutes)

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

The 2019 Richland Arts Commission Work Plan will be discussed this evening.

The Richland Arts Commission (RAC) has prepared goals to explore, enhance, facilitate and promote the City of Richland's arts-related activities in 2019. These activities will provide an economic benefit, beautification and enhancement of the City's image and community. All goals will be achieved within the availability of current City resources, in alignment with the City's current Strategic Leadership Plan (SLP), and in accordance with Richland Municipal Code (RMC).

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Public Hearing

Subject:

Proposed Amendment to Richland Municipal Code Title 14 Related to Net Metering, Ordinance No. 13-19

Department:

Energy Services

Ordinance/Resolution Number:

Document Type:

Public Hearing Item

Recommended Motion:

Summary:

A public hearing will be held regarding Ordinance No. 13-19, Amending Richland Municipal Code Title 14 related to Net Metering.

Refer to Ordinance No. 13-19 on the Consent Calendar.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes of the Council Meetings Held January 15, 22 & 29, 2019, and December 4, 2018 Amended Minutes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the Minutes of the Council Meetings Held January 15, 22 & 29, 2019, and December 4, 2018 Amended Minutes

Summary:

None.

Fiscal Impact:

None.

Attachments:

1. January 15, 2019 Council Meeting Minutes
2. January 22, 2019 Council Workshop Minutes
3. January 29, 2019 Council Special Workshop Minutes
4. December 4, 2018 Reg Mtg - Amended



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, January 15, 2019

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

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

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Administrative Services Director Koch, Public Works Director Rogalsky, Community Development Director Jensen, Parks and Public Facilities Director Schiessl, Energy Services Director Whitney and City Clerk Hopkins.

Agenda Item

1. Legislative Update (15 minutes)

Ms. Reents discussed the 2019 legislative priorities and asked Council to contact her if they had any additions. Mayor Thompson requested that high level waste topics be added to the list.

Ms. Reents said two Councilmembers will be attending the February 8, 2019 meeting with the Confederated Tribes of the Umatilla Indian Reservation and needs one more Councilmember to agree to attend.

Mr. Amundson discussed a potential buyer for the Columbia Point South. The buyer asked that the City hold the property for six-months while they conduct a due diligence study. The potential buyer would give the City \$10,000 to hold the property during their study.

2. Discuss Meeting Agenda Items (15 minutes)

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

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 Christensen, Councilmembers Alvarez, Lemley, Lukson, Kent and Anderson were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Administrative Services Director Koch, Public Works Director Rogalsky, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Parks and Public Facilities Director Schiessl, Energy Services Director Whitney, Interim Police Services Director Taylor 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 THOMPSON MOVED AND MAYOR PRO TEM CHRISTENSEN SECONDED THE MOTION TO AMEND THE AGENDA TO ADD TWO TOPICS TO ITEMS OF BUSINESS: 1) REINSTATE HIMSELF ON THE LODGING TAX ADVISORY COMMITTEE; AND 2) HAVE THE COUNCIL ASSIGNMENT COMMITTEE FILL THREE OPEN POSITIONS. THE MOTION CARRIED 7-0.

Presentations

3. TRIDEC 2019 Work Plan (10 Minutes)

Carl Adrian, TRIDEC President/CEO, reviewed TRIDEC's 2019 work plan that includes business recruitment, business retention and expansion, federal programs, community initiatives and programs, shoreline reconveyance, community initiatives and programs, and communications.

4. CityView Video: Swift Corridor Project (5 Minutes)

Mr. Rogalsky introduced the video on the Swift Corridor Project.

Public Hearing

There were not public hearings.

Public Comments

City Clerk Hopkins read the Public Comments procedure.

Jim Vance, 1400 Marshall Avenue, Richland, WA, said he was concerned about the safety of students crossing Stevens Avenue between Swift and Goethals. He said he has talked to the Police about his concerns and wanted to bring it to the attention of the Council.

Laila Koviak, 1523 Haines Avenue, Richland, WA, said she has collected 258 signatures supporting the formation of a Richland Bicycle and Pedestrian Advisory

Committee to help develop Richland as a bicycle and pedestrian friendly community.

Laurie Ness, 2253 Davison Avenue, Richland, WA, stated her reasons why she believe the U.S. Army Corp of Engineers should remain the caretakers of the Columbia River's shorelines.

Ginger Wireman, 2435 Michael Avenue, Richland, WA, believes the U.S. Army Corp of Engineers should continue to have oversight of the Columbia River shoreline.

Andrue Ott, 110 Davenport Street, Richland, WA, encouraged the Council to remain open-minded as they discuss cannabis at their Special Workshop next week and shared his views on why allowing regulated cannabis stores in Richland is a positive action.

Alison Cable, 3555 Strawberry Lane, Richland, WA, said she supports the idea of a committee to address bicycle and pedestrian issues in the City and asked Council to consider the social and environmental related to the river shore reconveyance.

Jason Verduzco, 1313 Atlantic Street, Spokane, WA, said he works for Verizon and is the wireless customer service contact for our area and he wanted to introduce himself to the Richland Council.

Consent Calendar

City Clerk Hopkins read the Consent Calendar.

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

Minutes

5. Approve the January 2, 2019 Council Meeting Minutes

Ordinances - First Reading

6. Ordinance No. 06-19, Amending the Richland Municipal Code to Create a new Chapter 28.14 entitled Small Cell Deployment - Franchise and Small Cell Permits
7. Ordinance No. 07-19, Amending Chapter 23.62 of the Richland Municipal Code related to Wireless Communications Facilities
8. Ordinance No. 08-19, Amending Title 27 of the Richland Municipal Code related to Signs

Ordinances - Second Reading/Passage

9. Ordinance No. 03-19, Amending the 2019 Budget and Capital Improvement Program to include the Lorayne J Water System Consolidation Project
10. Ordinance No. 05-19, Amending Chapter 2.10 of the Richland Municipal Code related to the Utility Advisory Committee

Resolutions – Adoption

11. Resolution No. 01-19, Authorizing an Agreement with Hyas Group, LLC for Investment Consulting Services for 457 Plan No. 0036864-001-457
12. Resolution No. 02-19, Authorizing an Agreement with Hyas Group, LLC for Investment Consulting Services for 401(a) Plan Nos. 107162 and 107151, 457 Plan No. 300042, and Retirement Health Savings Plan No. 800205

Items for Approval

Expenditures - Approval

13. Expenditures from December 21, 2018 - January 4, 2019 for \$8,838,970.81 including Check Nos. 264006-264490, Wire Nos. 7264-7301, Payroll Check Nos. 142561-143090, and Payroll Wire/ACH Nos. 10786-10803

Items of Business

MAYOR THOMPSON MOVED AND MAYOR PRO TEM CHRISTENSEN SECONDED THE MOTION TO REINSTATE HIMSELF ON THE LODGING TAX ADVISORY COMMITTEE. THE MOTION CARRIED 7-0

MAYOR THOMPSON MOVED AND SECONDED THE MOTION TO HAVE THE COUNCIL COMMITTEE ASSIGNMENT FILL POSITIONS ON THE BENTON FRANKLIN TRANSIT BOARD, LODGING TAX ADVISORY COMMITTEE AND THE TRI-CITY REGIONAL CHAMBER OF COMMERCE. THE MOTION CARRIED 7-0.

Reports and Comments

City Manager

Ms. Reents had no comments.

City Council

Councilmember Alvarez said he attended the Tri-City Hispanic Chamber of Commerce meeting and gained valuable information regarding the regional school districts. He said he appreciated the public comments on becoming a bicycle friendly community, however, he disagreed with a public comment stating the City would fall to peer pressure by the other local cities regarding the river shore conveyance topics.

Councilmember Lukson encouraged the public comment speakers to stay for the

Council Comments section of the agenda so they can hear the Councilmember's feedback on their comments. He said the concerns the public speakers had about the river shore reconveyance issues have already been addressed and he noted the City is interested in only parts of the river shore. He also wanted to know what current City committees address bicycle and pedestrian issues, before forming a new one.

Ms. Reents said the three cities and two counties are meeting with TRIDEC and a consultant to consider all of the issues regarding the river shore reconveyance.

Mayor Pro Tem Christensen said in response to Mr. Vance's comments that the City is working with the Richland School District on student crossing safety issues.

Mayor

Mayor Thompson said the City is only looking at portions of the river shore to reclaim that would potentially benefit the City and every aspect of the plan would be carefully considered and evaluated to determine what is best for the community.

Adjournment

Mayor Thompson adjourned the meeting at 8:20 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, January 22, 2019

City Council Workshop 6:00 p.m.

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

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

Also present were City Manager Reents, Assistant City Manager Amundson, Energy Services Director Whitney, Interim Police Services Director Taylor, Fire and Emergency Services Director Huntington and City Clerk Hopkins.

Agenda Items

1. Letter to the Governor Requesting a \$750,000 Reduction in the WA State Budget (10 minutes)

Mr. Whitney said the City was asked to be a signatory on a letter asking Washington State Governor Inslee to remove \$750,000 from the state's proposed budget. The purpose of the budget item is to study the economic, social impacts and mitigation costs associated with removal of the lower Snake River Dams. The state study would duplicate a federal effort already several years into the process as part of the Columbia River Systems Operations Environmental Impact Statement (EIS). The state study also would not fit the requirements of National Environmental Policy Act (NEPA). In summary, the Governor's budget request does not provide decision makers with a beneficial product or appear to be the best use of tax payer resources. Staff's recommendation is to sign the letter along with TRIDEC, local PUD's, County Commissioners, City Mayors, and Chambers of Commerce.

The Councilmembers discussed the letter and agreed to sign it. Ms. Reents said the letter will be signed the following day.

2. Electrical Cost of Service Analysis (20 minutes)

Mr. Whitney said Financial Consulting Solutions (FCS) Group will present the latest results from the Cost of Service Analysis (COSA) for the electric utility. The last COSA update was performed in early 2018 with a forward rate plan based upon projected expenses and revenues. This COSA update is driven by the decreasing unrestricted cash trend of the electric utility with consideration of reserve levels and bond covenant requirements for debt service coverage ratios greater than 1.25.

Increases in wholesale power costs from BPA's decreasing secondary sales, additional restrictions on hydro operations, and financial policy changes are causing additional rate pressure. The recommended rate increase provides the funding necessary to maintain the capital improvement plan to ensure a safe and reliable system while maintaining low costs for electric rate customers.

Mr. Whitney introduced Mr. Tarasov, consultant for the FCS Group, working on the cost of service analysis. Mr. Tarasov discussed the details of the study.

Councilmembers had a question and answer period with Mr. Whitney and Mr. Tarasov.

3. Benton County All-Hazard Mitigation Plan Review (20 minutes)

Benton County Emergency Services Manager Deanna Davis, reviewed the Benton County All Hazard Mitigation Plan update, development process, and timelines with Council. Ms. Davis said that in order to get grant funding for mitigation projects, an updated All Hazard Mitigation Plan must be in place. Fire Chief Huntington gave examples of mitigation projects.

Councilmembers had a question and answer period with Ms. Davis and Fire Chief Huntington.

Other Business:

Ms. Reents said an email was send to Councilmembers that stated misinformation about her. Ms. Reents said she will be sending a correcting rebuttal to the individual and Council.

Adjournment

Mayor Thompson adjourned the meeting at 7:19 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL SPECIAL WORKSHOP MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, January 29, 2019

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

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

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Administrative Services Director Koch, Public Works Director Rogalsky, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Parks and Public Facilities Director Schiessl, Energy Services Director Whitney, Interim Police Services Director Taylor and Deputy City Clerk Barham.

Agenda Items

1. Discussion on Cannabis (2 hours)

Mayor Thompson opened the workshop by thanking those individuals who sent communications to Council regarding their stance on retail marijuana within Richland City limits. He explained the purpose of this workshop was to give Council the opportunity to discuss the topic of retail marijuana.

City Manager Reents reiterated that no action will be taken during the workshop discussion.

City Attorney Kintzley provided a brief overview on the topic and distributed copies of her PowerPoint presentation.

Community Development Director Jensen distributed copies of a document explaining the characteristics and uses of the General Business Use (C-3) and the Medium Industrial (I-M) Zoning Districts and a series of six (6) zoning maps. He then briefly discussed the maps individually, highlighting the C-3 and I-M zones within each map as it relates to possible retail marijuana sites.

Commander Caughey, from the Benton County Sheriff's Office, was also present at the workshop and was asked to briefly speak about any changes, such as crime or traffic, since the two retail stores were opened within Benton County.

Council discussion ensued and each Councilmember had an opportunity to provide their insights and thoughts about retail marijuana within Richland.

Council ended the workshop with no further directives regarding this topic.

Adjournment

Mayor Thompson adjourned the workshop at 7:00 p.m.

Respectfully Submitted,

Debby Barham, Deputy City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



MINUTES (amended)
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, December 4, 2018

City Council Pre-Meeting Workshop - 6:00 p.m.

Mayor Thompson called the pre-meeting workshop to order at 6:00 p.m. in the City Manager's Conference Room in the City Hall Annex building.

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

Also present was City Manager Reents.

Agenda Item

1. Executive Session per RCW 42.30.110(1)(g) Performance Review of Public Employee

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 6:00 P.M. TO DISCUSS PER RCW 42.30.110(1)(g) PERFORMANCE REVIEW OF PUBLIC EMPLOYEE FOR 60 MINUTES.

COUNCILMEMBER ANDERSON MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:00 P.M.

2. Executive Session Per RCW 42.30.110(1)(ii): Discuss Current or Potential Litigation with Legal Counsel

City Attorney Kintzley joined the meeting.

COUNCILMEMBER ALVAREZ MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 7:00 P.M. TO DISCUSS PER RCW 42.30.110(1)(II): DISCUSS CURRENT OR POTENTIAL LITIGATION WITH LEGAL COUNSEL FOR 10 MINUTES.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:10 P.M.

3. Net Metering

Administrative Services Director Koch, Public Works Director Rogalsky, Energy Services Director Whitney, and City Clerk Hopkins joined the meeting.

Mr. Whitney said the Utility Advisory Committee has reviewed the rate structure for net metering and made recommendations for a separate delivery and received rate for solar connections. He said an ordinance regarding the net metering rates will be on a January 2019 agenda for Council action.

4. Discuss Meeting Agenda Items

Council briefing discussed items on the agenda.

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 Christensen, Councilmembers Alvarez, Lemley, Lukson, Kent and Anderson were present.

Also present were City Manager Reents, City Attorney Kintzley, Administrative Services Director Koch, Public Works Director Rogalsky, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Parks and Public Facilities Director Schiessl, Energy Services Director Whitney, Interim Police Services Director Taylor 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 LUKSON SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE CARRIED MOTION 7-0.

Presentations

5. Legalize Richland Initiative petition (10 minutes)

Ms. Kintzley read a statement recapping the details and current status of the "Legalize Richland" petition that was delivered to the City on November 6, 2018. She explained the petition was flawed as it included amending a zoning law which can only be done by Council, not by a petition.

Councilmember Ryan said in 2012, Washington State voters legalized retail marijuana, however, 56% of the Benton County voters were against it. He said views have shifted since then, citing the Gallup polls that show 64% of Americans now approve of legalized marijuana. He agrees the petition is flawed, but with over 2,700 signatures on the petition in favor of legalized marijuana, he believes Council needs to discuss the topic.

COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER LEMLEY SECONDED THE MOTION TO HAVE STAFF SET A WORKSHOP TO DISCUSS POTENTIALLY PUTTING AN ADVISORY BALLOT ON THE 2019 GENERAL ELECTION, THE COST OF SUCH A BALLOT, ZONING ISSUES AND THE POTENTIAL REVENUE REGARDING LEGALIZED RETAIL MARIJUANA.

Mayor Thompson said that as many citizens have come forward in favor of legalized marijuana, the topic is worthy of discussion and he believes Council needs to make a decision on the issue.

Councilmember Kent said she wants to look at all options regarding the issue, not just an advisory ballot.

Mayor Pro Tem Christensen agrees with Councilmember Kent and said a broad range of options need to be discussed. He said the public is invited to attend the workshop.

COUNCILMEMBER LUKSON AMENDED HIS MOTION TO STATE SETTING A WORKSHOP TO DISCUSS ALL OPTIONS REGARDING LEGALIZED RETAIL MARIJUANA. COUNCILMEMBER LEMLEY AMENDED HIS SECOND. THE MOTION TO AMEND THE MOTION CARRIED 7-0.

Councilmember Alvarez agrees with Councilmember Kent and Mayor Pro Tem Christensen that a broad discussion on options is needed.

Councilmember Anderson said he would like to see the workshop in the near future. He wants the decision by Council made before the 2019 General Election in November so that the decision is transparent.

COUNCILMEMBER LUKSON (AMENDED) MOTION TO SET A WORKSHOP TO DISCUSS ALL OPTIONS REGARDING LEGALIZED RETAIL MARIJUANA. COUNCILMEMBER LEMLEY (AMENDED) SECOND. THE MOTION CARRIED 7-0.

6. Proclamation of Appreciation to Amanda Wallner for Service on the Planning Commission (5 minutes)

Councilmember Lemley read the proclamation and presented it to Ms. Wallner. Ms. Wallner thanked Council for the recognition and noted she is now a Marketing Specialist for Richland.

7. New Hire/Retirements (5 minutes)

Ms. Jubb said there were no retirements and continued by introducing the new hires: Christian Jabri, Police Officer; Ty Russell, Maintenance Worker I; Kyle Arsanto, Construction & Maintenance Worker II; and Rebecca Bishop, IT Business Analyst.

Public Hearing

Ms. Kintzley read the decorum procedure for public comments.

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

8. 2019 Community Development Block Grant (CDBG) and HOME Funding Recommendations - Resolution Nos. 170-18 & 171-18

Mr. Jensen said the 2019 Annual Action Plan (AAP) for the City of Richland and the Tri-Cities HOME Consortium is a supplement to the 2015-2019 Consolidated Plan. It describes proposed uses of 2019 funding from the US Department of Housing and Urban Development (HUD) and 2019 anticipated program income from repaid housing loans via the HOME Investment Partnerships and Community Development Block Grant (CDBG) programs.

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

Mayor Thompson opened the public hearing 7:58 p.m. and closed the hearing at 7:58:15 p.m.

Public Comments

Mayor Thompson opened the Public Comments at 7:58 p.m.

Andrue Ott, 110 Davenport Street, Richland, WA, said Washington State voters made recreational cannabis legal and he supports a vote of the people regarding the cannabis moratorium.

Ryan Cooper, Chair of Libertarian Party, 425 S. Olympia Street, Kennewick, WA, supports a vote of the people regarding the cannabis moratorium.

Daniel Howe, 10017 Willow Way, Richland, WA, supports a vote of the people regarding the cannabis moratorium.

Cheyenne Brown, 1514 Goethals, Richland WA, agrees with previous speakers.

Jennifer Mondo, 231908 E 549 PR SE, Kennewick, WA, supports the cannabis moratorium.

Mike Wingfield, 87 Waldron Street, Richland, WA, supports a vote of the people regarding the cannabis moratorium.

Kimberly Heath, 743 Meadows Drive South, Richland, WA, supports the moratorium on cannabis.

Victoria, Richland, WA, pointed out that a cannabis shop requires ID to get in the store and ID to purchase and if cannabis is sold legally, it is not worth the risk for drug dealers to sell it.

Tim Wilcoxson, 2561 Violet Court, Richland, WA, supports legalizing the retail sale of cannabis.

Dave Hedengren, 1730 Albany Court, Richland, WA, supports the Council's decision to have a workshop to discuss the cannabis options and keep it transparent to citizens.

Andy Webster, 2110 Torbett Street, Richland, WA, asked for people in the audience to raise hand if they support legalized cannabis.

Shawn Griffith, 1126 Benham Court, Richland, WA, supports the Council discussion on legalizing the retail sale of cannabis.

Austin Pierre Saget, 5826 W. Metaline Avenue, Kennewick WA, supports legalizing the retail sale of cannabis.

Robert Benedetti, 400 Broadmoor, Richland, WA, congratulated Mr. Ott on getting over 4,600 signatures. He said he tried cannabis for his Parkinson's disease and it did not work for him.

Brianna Mills, 1421 Potter Avenue, Richland, WA, supports legalizing the retail sale of cannabis.

Randy Slovic, 74 Newcomer Street, Richland, WA supports legalizing the retail sale of cannabis.

Robert Parr, 667 Hanford, Richland, WA, believes enforcement, safe guards and licensing have not been fully developed regarding the use and sale of cannabis and recommends doing a revenue audit before making a decision on the retail sale of cannabis.

Brad Klippert, 2301 South Rainier Street, Kennewick, WA, supports the moratorium on cannabis.

Barbara Poulson, 2308 Olympia Street, Richland, WA, supports the moratorium on cannabis.

Carly Hodges, 1005 Warren Court, Richland, WA, supports legalizing the retail sale of cannabis.

Doug McKinley, Richland, WA, supports legalizing the retail sale of cannabis.

Kerry Williams, Richland, WA, stated the sale of cannabis is not a positive influence when located near a home and she applauds the Council's decision to hold a workshop to consider their options regarding cannabis.

A Kennewick citizen said he invites everyone to Denny's after the Council meeting to meet and continue the discussion.

Mayor Thompson closed Public Comments period at 8:41 p.m.

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 MOTION 7-0.

Minutes

9. Approve the City Council Meeting Minutes for November 20, 2018

Ordinances - First Reading

10. Ordinance No. 63-18, Amending Richland Municipal Code Title 17: Sewers, related to Maintenance of Building Sewers
11. Ordinance No. 67-18, Approving the 2022 Council Compensation Plan
12. Ordinance No. 68-18, Amending Chapter 2.12 of the Richland Municipal Code related to the Library Board
13. Ordinance No. 69-18, Amending Chapter 2.17 of the Richland Municipal Code related to the Arts Commission

Ordinances - Second Reading/Passage

14. Ordinance No. 64-18, Amending Richland Municipal Code Section 3.24.900 related to Criminal Justice Sales Tax
15. Ordinance No. 65-18, Ordering Dedication of the Falconcrest Loop Right-of-Way
16. Ordinance No. 66-18, Approving Amendments to the 2018 Budget

Resolutions – Adoption

17. Resolution No. 110-18, Authorizing a Power Purchase Agreement with Potelco, Inc. for Horn Rapids Solar, Storage and Training Project Site
18. Resolution No. 148-18, Authorizing a Street Latecomer Agreement with Richland 132, LLC for segments of Bellerive Drive and Center Parkway
19. Resolution No. 166-18, Authorizing Submission of a Grant Application to the

Washington State Recreation and Conservation Office

20. Resolution No. 167-18, Approving an Application for Funding from the Business License Reserve Fund to Construct ADA-Compliant Traffic Signal Improvements
21. Resolution No. 168-18, Approving a Purchase and Sale Agreement with JJA Properties, LLC
22. Resolution No. 169-18, Authorizing the Purchase of 1.75 Acres from Del Rey Development Company, Inc. for a Future Fire Station
23. Resolution No. 170-18, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development (HUD) for the HOME Investment Partnerships Program for 2019
24. Resolution No 171-18, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development for Community Development Block Grant (CDBG) Funds for 2019
25. Resolution No. 172-18, Authorizing an Agreement with Energy Incentives for Residential Energy Efficiency Program Support

Items for Approval

26. Appointment to the Planning Commission: Phillip Keuhlen

Expenditures - Approval

27. Expenditures from November 12, 2018 - November 23, 2018 for \$7,142,498.90 including Check Nos. 262428-262737, Wire Nos. 7208-7225, Payroll Check Nos. 140908-141443, and Payroll Wire/ACH Nos. 10733-10747

Items of Business

28. Resolution No. 173-18, Authorizing an Agreement with McKay & Sposito for the Wayfinding Signage Capital Improvement Project

Mr. Schiessl said in 2017, the Tri-Cities Visitor and Convention Bureau (TCVCB) facilitated a branding effort for the Tri-Cities that was endorsed by the region and included a recommendation to create informational wayfinding signage. In 2018, the TCVCB, in coordination with local city, county and port jurisdictions, developed of an informational wayfinding signage plan known as the Merje Plan.

The Merje plan is conceptual and ready to be engineered for implementation. Richland and its partners are aligned with regard to project investment and schedule. McKay and Sposito,

Inc. was recently selected through a competitive selection process to complete the engineering, oversee procurement, and provide construction administration services relative to the City's wayfinding signage capital improvement project.

Council had a question and answer period with Mr. Schiessl.

COUNCILMEMBER KENT MOVED AND MAYOR THOMPSON SECONDED A MOTION TO ADOPT RESOLUTION NO. 173-18. THE MOTION CARRIED MOTION 7-0.

City Manager

Ms. Reents had no comments.

City Council

Councilmember Kent thanked the public for giving respectful comments.

Councilmember Alvarez thanked Mr. Ott for his efforts and said he will weigh all sides of the cannabis issue and will seek more education on the topic.

Councilmember Lemley said he looks forward to the process of discussing the cannabis issue and becoming more educated on the topic.

Councilmember Lukson said he appreciated the hard work that went into the petition and obtaining the engagement of citizens. He supports going with the majority of citizen's opinions regarding the cannabis issue.

Mayor Pro Tem Christensen said he appreciated the citizen participation and their respectfulness. He pointed out that it would cost \$90,000-\$100,000 to put the cannabis issue on the February ballot, if no other topics are added. He said placing it on the November General Election would cost considerably less.

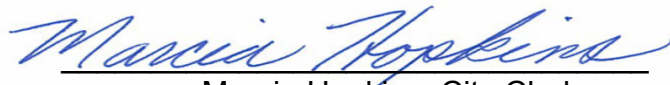
Mayor

Mayor Thompson said over time, the culture changes and culture is what sets policy. He said he also looks forward to more education on the cannabis issue.

Adjournment

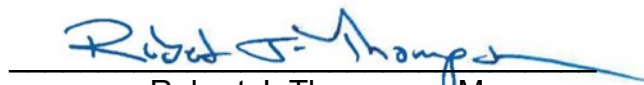
Mayor Thompson adjourned the meeting at 8:58 p.m.

Respectfully Submitted,



Marcia Hopkins, City Clerk

FORM APPROVED:



Robert J. Thompson, Mayor

DATE APPROVED:

December 18, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 09-19, Amending Chapter 2.15 of the Richland Municipal Code related to the Lodging Tax Advisory Committee

Department:
City Attorney

Ordinance/Resolution Number:
09-19

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 09-19, amending Chapter 2.15 of the Richland Municipal Code related to the Lodging Tax Advisory Committee.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity. Over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult. On May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices. However, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment. This action is housekeeping in nature.

Proposed Ordinance No. 09-19 eliminates the conflicts currently existing between revised RMC 2.04.110 and Chapter 2.15 RMC concerning the Lodging Tax Advisory Committee. In addition, some minor edits are proposed to create a consistent format that will be used in each individual board, commission and committee chapter under the RMC.

Staff recommends approval of Ordinance No. 09-19 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 09-19

ORDINANCE NO. 09-19

AN ORDINANCE of the City of Richland amending Title 2.15 of the Richland Municipal Code related to the Lodging Tax Advisory Committee.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity; and

WHEREAS, over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult; and

WHEREAS, on May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices; and

WHEREAS, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment; and

WHEREAS, an element of the City's strategic plan is to ensure that proper foundational authorities are in place to allow for successful government.

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

Section 1. Richland Municipal Code Chapter 2.15, entitled Lodging Tax Advisory Committee, as first enacted by Ordinance No. 17-97, and last amended by Ordinance No. 40-98, is hereby amended as follows:

Chapter 2.15 LODGING TAX ADVISORY COMMITTEE

Sections:

2.15.005 Purpose.

2.15.010 Lodging tax advisory committee created – Membership.

~~**2.15.020 Removal – Vacancies.**~~

2.15.030 Meetings, ~~officers, records,~~ and quorum.

2.15.040 Duties ~~of the committee~~.

2.15.050 Severability ~~Expenditures – Budget~~.

~~**2.15.060 Staff assistance.**~~

2.15.005 Purpose.

The purpose and intent of this chapter is to establish a committee to review and comment on any proposed imposition of hotel/motel tax, proposed increase in the hotel/motel tax rate, and any proposed change in the use of revenue derived from the hotel/motel tax and make recommendations to council regarding the distribution of hotel/motel tax funds, all as set forth in Chapter 67.28 RCW as it currently exists or may hereafter be amended.

2.15.010 Lodging tax advisory committee created – Membership.

There is created within the city of Richland a lodging tax advisory committee. The committee will be composed of five members appointed by the city council. One position must be filled by a councilmember; two members must represent businesses required to collect lodging tax, ~~one such member shall be appointed initially to a one-year term and one member shall be appointed to a two-year term~~; and two members must be involved in activities eligible for funding by lodging tax revenue, ~~one such member shall be appointed initially to a one-year term and one member shall be appointed to a two-year term. The limitations of RCW 67.28.1817(1) apply to appointments. In order to assure continuity of this committee after the initial appointments,~~ The membership shall be appointed to staggered two-year terms and until their successors are appointed and confirmed.

~~The members of the committee shall be selected without regard to political affiliation and shall serve without compensation. Selection of members shall follow established procedures as set forth in RMC 2.04.120.~~

2.15.020 Removal – Vacancies.

~~The council and committee, by mutual consent, may remove a member upon such grounds as may be deemed appropriate by the council and committee. The council and committee, by mutual agreement, may remove any appointed member of the committee and declare the position vacant. Unexcused absences from any two consecutive meetings shall be grounds for removal. Vacancies shall be filled in the manner used for regular appointments to the committee.~~

2.15.030 Meetings, ~~officers, records,~~ and quorum.

A. A councilmember shall serve as the committee's chairperson. The vice-chairperson and all other officers shall be filled as the committee determines it requires. The committee shall meet ~~initially for the purpose of establishing its operating procedures. It will then meet~~ as determined by the committee. ~~A record shall be kept of its meetings, findings and determinations, which records shall be open to public inspection.~~

B. Three members of the committee, comprised of one representative from council, one representative from a business required to collect lodging tax and one representative involved in activities eligible for funding by lodging tax revenue, shall constitute a quorum. ~~A member not present at the time of a meeting shall not participate in a decision.~~

2.15.040 Duties ~~of the committee.~~

The committee shall perform the following duties:

A. The committee shall serve as an advisory committee for the council as it relates to hotel/motel tax funds. All meetings shall be open to the public following publication of a notice for such meeting in the legal newspaper for the city of Richland.

B. The committee shall review and comment on any proposed imposition of the hotel/motel tax, any proposed increase in the hotel/motel tax rate, and any change in the use of revenue derived from the hotel/motel tax and recommend to council any distribution of hotel/motel tax funds.

C. The committee shall maintain a written log of activities in which it is involved, and shall report annually, in written form, to the city council ~~in written form annually of~~ regarding its involvement on behalf of the city.

~~D. All meetings shall be recorded and a written transcript shall be maintained in the files of the city clerk's office.~~

2.15.050 Severability. ~~Expenditures — Budget.~~

~~The expenditures of the committee shall be limited to appropriations made to the budget line item for implementation and administration of the lodging tax advisory committee. The services and facilities of the city of Richland shall be utilized by the committee in performing its duties unless specific services are authorized by the city council.~~ If any one or more sections, subsections or sentences of this chapter are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this chapter, and the same shall remain in full force and effect.

~~2.15.060 Staff assistance.~~

~~The community and development services group shall provide staff assistance to the committee and shall serve to facilitate communications by the committee to the city council.~~

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 _____, 2019.

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: 02/05/2019

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 10-19, Amending Chapter 2.14 of the Richland Municipal Code related to the Economic Development Committee

Department:

City Attorney

Ordinance/Resolution Number:

10-19

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 10-19, amending Chapter 2.14 of the Richland Municipal Code related to the Economic Development Committee.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity. Over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult. On May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices. However, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment. This action is housekeeping in nature.

Proposed Ordinance No. 10-19 eliminates the conflicts currently existing between revised RMC 2.04.110 and Chapter 2.14 RMC concerning the Economic Development Committee. In addition, some minor edits are proposed to create a consistent format that will be used in each individual board, commission and committee chapter under the RMC.

Staff recommends approval of Ordinance No. 10-19 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 10-19

ORDINANCE NO. 10-19

AN ORDINANCE of the City of Richland amending Title 2.14 of the Richland Municipal Code related to the Economic Development Committee.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity; and

WHEREAS, over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult; and

WHEREAS, on May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices; and

WHEREAS, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment; and

WHEREAS, an element of the City's strategic plan is to ensure that proper foundational authorities are in place to allow for successful government.

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

Section 1. Richland Municipal Code Chapter 2.14, entitled Economic Development Committee, as first enacted by Ordinance No. 23-83, and last amended by Ordinance No. 04-07, is hereby amended as follows:

Chapter 2.14 ECONOMIC DEVELOPMENT COMMITTEE

Sections:

- 2.14.010 Purpose.**
- 2.14.020 Economic development committee created – Membership.**
- ~~**2.14.030 Removal – Vacancies.**~~
- ~~**2.14.040 Meetings, officers, records, and quorum.**~~
- ~~**2.14.050 Functions and dDuties.**~~
- ~~**2.14.060 Severability. Expenditures – Budget.**~~
- ~~**2.14.070 Staff assistance.**~~

2.14.010 Purpose.

The purpose and intent of this chapter is to make available to the city council and staff additional expertise relative to the monitoring, assessing and strengthening of existing economic development strategies and to develop new strategies of economic development for the city by establishing an economic development committee consisting of representatives from various professional disciplines. The economic development committee herein created shall not supplant administrative input to the city council by staff, but shall complement staff input through the utilization and application of the special expertise possessed by its members.

2.14.020 Economic development committee created – Membership.

There is hereby created within the city of Richland an economic development committee composed of eight members appointed by the city council. Members will serve staggered three-year terms and until their successors are appointed and confirmed. ~~The three at-large members shall have initial staggered terms of three, two and one years respectively. The retail and hospitality member shall serve an initial two-year term, the manufacturing and industry member shall serve an initial one-year term, the professional services member shall serve an initial two-year term and the Hanford-related industry and research institutions member shall serve an initial three-year term. Thereafter, members shall be appointed for a term of three years.~~

~~The members of the committee shall be selected without regard to political affiliation and shall serve without compensation.~~ Four members shall be involved in retail and hospitality, manufacturing and industry, professional services and Hanford-related industry and research institutions. One member shall be involved in the tourism business or be an advocate and representative of tourism activities. In making appointments to the committee, the city council shall strive to appoint individuals with multiple skills and with experience and expertise from various disciplines and backgrounds. ~~Selection of members shall follow established procedures as set forth in RMC 2.04.120. A tie vote of the eight member board shall result in the defeat of the issue being voted upon by the members.~~

2.14.030 Removal – Vacancies.

~~The committee may, by majority vote, recommend to the city council removal of an appointed member upon such grounds as may be deemed appropriate. The city council, by majority vote, may remove any appointed member of the committee and declare the position vacant. Vacancies occurring otherwise than by expiration of term shall be filled for any unexpired term in the manner used for regular appointments. Workshops shall be excluded from the definition of “meetings” for the purposes of this section.~~

2.14.040 Meetings, officers, records, and quorum.

~~The committee shall elect its own chairperson and vice chairperson and create and fill such other offices as it may determine it requires.~~ The committee shall hold regular meetings no less than every ~~second month with the first annual meeting to be held in February of each calendar year~~ of the year unless cancelled by the chairperson as a result of having no business or for other good cause. ~~It shall adopt rules for transaction~~

~~of business and shall keep a record of its meetings, resolutions, transactions, findings and determinations, which record shall be open to public inspection.~~

~~Any four members of the committee shall constitute a quorum for the transaction of business. An agenda shall be prepared and distributed prior to each meeting which sets forth specified time periods during which individual items of committee business shall be discussed. These time periods may be extended, but only by a vote of a majority of committee members present. At the initial meeting of the committee, a skeleton agenda with time lines shall be prepared.~~

2.14.050 Functions and Duties.

A. The economic development committee shall perform the following functions:

1. Assist staff with the formulation of ~~Formulate~~ economic development goals for the city in a structured framework ~~providing both time and measurement criteria.~~
2. Assess existing economic development policies for the purpose of recommending such modifications as may be appropriate to achieve the economic goals approved by the city council.
3. ~~Formulate~~ Assist with the formulation of new economic development strategies and policies for the purpose of assuring achievement of the economic development goals approved by the city council.

B. In addition to the broad major functions outlined above, the economic development committee shall, consistent with established city council policy:

1. Prepare and submit recommendations to staff and council on a broad range of matters generally related to economic development.

~~2. Provide direction to staff and assist in formulating, refining and developing economic development strategies, plans and policies.~~

~~23. Develop~~ Assist in the development of plans and programs for the purpose of retaining and enhancing the existing commercial and industrial base of the city.

~~4. Develop plans and programs to promote creative incentives including funding mechanisms, to attract, and retain, commercial and industrial development.~~

~~35. Develop~~ Assist in the development of strategies and programs to strengthen the concept of the public/private development partnership.

~~46. Review and advise the city council on the relative merits of individual economic development proposals.~~

~~57. Convene, when necessary, to greet potential commercial and industrial residents~~ business owners and serve as a central body for the dissemination of economic

development information relating to availability of land, financial tools and resources and other factors relating to successful commercial and economic development.

~~8. Provide guidance and recommendations relative to the appropriate timing, organization and formation of a public corporation for the purpose of issuing industrial revenue bonds.~~

~~9. Appoint a liaison to the Tri-City regional chamber of commerce.~~

~~6~~10. Perform such other duties and provide such additional information, assistance and advice to the city council as the city council may request or direct.

2.14.060 Severability. ~~Expenditures – Budget.~~

~~The expenditures of the committee, exclusive of donations, shall be limited to appropriations. All services requiring appropriations shall be submitted through the budget of the city community and development services group; provided, however, that the services of outside consultants may be obtained for a temporary period of time when specifically authorized by the city council.~~ If any one or more sections, subsections or sentences of this chapter are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this chapter, and the same shall remain in full force and effect.

~~2.14.070 Staff assistance.~~

~~The staff of the various departments within the city, as assigned by the city manager, shall provide staff assistance and shall also serve to facilitate communications by the economic development committee to the city council.~~

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 _____, 2019.

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: 02/05/2019

Agenda Category: Ordinances - First Reading

Core Focus Area 4 - Natural Resources

Subject:

Ordinance No. 12-19, Amending Chapter 22.10 of the Richland Municipal Code related to Critical Areas

Department:

Community Development Services

Ordinance/Resolution Number:

12-19

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 12-19, amending Chapter 22.10 of the Richland Municipal Code related to critical areas.

Summary:

On June 7, 2018, the Growth Management Hearings Board for the Eastern Washington Region ("GMHB") determined that Ordinance No. 40-17 failed to comply with the requirements of RCW 36.70A.060(2) and RCW 36.70A.172(1). The proposed code amendments to RMC 22.10.040, RMC 22.10.185, RMC 22.10.200, and RMC 22.10.210 are intended to satisfy the requirements of RCW 36.70A.060(2) and RCW 36.70A.172(1) as they specifically pertain to the appeal filed with the GMHB (Case No. 17-I-0006).

The proposed changes have been heavily vetted by legal counsel and reviewed by the Planning Commission in multiple workshops. Public comment has been received and incorporated into the proposed ordinance where appropriate.

The Planning Commission held a public hearing on January 23, 2019. At the hearing, the Planning Commission voted unanimously to recommend approval of Ordinance No. 12-19 to the Richland City Council.

This ordinance must be passed by March 5, 2019 to comply with the order issued by the GMHB. Staff recommends approval for first reading, by title only.

Fiscal Impact:

None.

Attachments:

1. Ordinance No. 12-19
2. CA 2018-103 Planning Commission - Staff Report

ORDINANCE NO. 12-19

AN ORDINANCE of the City of Richland amending Chapter 22.10 of the Richland Municipal Code related to Critical Areas.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code (RMC) to bring it into alignment with state law; and

WHEREAS, on June 7, 2018, the Growth Management Hearings Board for the Eastern Washington Region determined that Ordinance No. 40-17, amending RMC 22.10.185, RMC 22.10.200, and RMC 22.10.210, fails to comply with the requirements of RCW 36.70A.060(2) and RCW 36.70A.172(1); and

WHEREAS, to remedy the deficiencies identified by the Growth Management Hearings Board, amendments to Chapter 22.10 RMC are necessary.

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

Section 1. Richland Municipal Code Section 22.10.040, entitled Definitions, as first enacted by Ordinance No. 48-93, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.040 Definitions.

For purposes of this chapter, the following definitions shall apply:

“Administrator” means such person as the city manager of the city of Richland shall designate to administer and enforce the provisions of this title.

“Agricultural activities, existing and ongoing” includes those activities conducted on lands defined in RCW 84.34.020(2), and those activities involved in the production of crops and livestock, including, but not limited to, operation and maintenance of farm and stock ponds or drainage ditches, irrigation systems, changes between agricultural activities, and normal operation, maintenance or repair of existing serviceable structures, facilities or improved areas. Activities that bring a previously nonagricultural area into agricultural use are not part of an ongoing activity. An operation ceases to be ongoing when the area on which it was conducted is proposed for conversion to a nonagricultural use or has lain idle for a period of longer than five years, unless the idle land is registered in a federal or state soils conservation program.

“Adjacent” shall mean any activity located:

A. On a site immediately adjoining a critical area;

B. A distance equal to or less than the required critical area buffer width and building setback, or where the buffer width has yet to be determined, a distance equal to a buffer and setback that would typically be required for the present habitat or species;

C. A distance equal to or less than two hundred fifty (250) feet* from a stream, wetland, channel migration zone or water body;

D. Within the floodway or floodplain; or

E. A distance equal to or less than two hundred (200) feet** from a critical aquifer recharge area.

“Applicant” means the person, party, firm, partnership, corporation, or other entity that proposes any activity that could affect a critical area.

“Best available science” means current scientific information used in the process to designate, protect, or restore critical areas that is derived from a valid scientific process as defined by WAC 365-195-900 through 365-195-925.

“Best management practices (BMPs)” are current and evolving conservation practices, or systems of practices, management or operational measures, or design and construction techniques; or normal and accepted industry standards that are applied to land use activity in a manner which:

A. Controls soil loss and reduces water surface and ground water quality degradation caused by nutrients, wastes, toxics, and sediment;

B. Minimizes and mitigates adverse impacts to the natural chemical, physical and biological environment of the city;

C. Utilizes the city’s natural resources on a long-term, sustainable yield basis;

D. Protects trees, vegetation, and soils designated to be retained during and following site construction and use native plant species appropriate to the site for revegetation of disturbed areas; and

E. Prevents contamination of surface and ground water resources, and protects from impacts to native and other desirable vegetation with BMPs for chemical pesticide, herbicide, and fertilizer applications.

“Buffer” means an area adjacent to a critical area that functions to avoid loss or diminution of the ecologic functions and values of the critical area. Specifically, a buffer may:

A. Preserve the ecologic functions and values of a system including, but not limited to, providing microclimate conditions, shading, input of organic material, and sediments; room for variation and changes in natural wetland, river, or stream characteristics;

providing for habitat for life cycle stages of species normally associated with the resource;

B. Physically isolate a critical area such as a wetland, river, or stream from potential disturbance and harmful intrusion from surrounding uses using distance, height, visual, and/or sound barriers, and generally including dense native vegetation, but also may include human-made features such as wildlife friendly fences and other barriers; and

C. Act to minimize risk to the public from loss of life, well-being, or property damage resulting from natural disasters such as from landslide or flooding.

“Channel Migration Zone” means the area along a river within which the channel(s) can be reasonably predicted to migrate over time as a result of natural and normally occurring hydrological and related processes when considered with the characteristics of the river and its surroundings. For the purpose of this ordinance, the channel migration zone excludes areas separated from the active river channel by legally existing artificial structures that are likely to restrain channel migration, including, but not limited to, flood control facilities, transportation facilities, and structures built above or constructed to remain intact through the 100-year flood.

“Clearing” means the removal of trees, brush, grass, ground cover, or other vegetative matter from a site which exposes the earth’s surface of the site.

“Creation” (wetland) means the manipulation of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site, where a wetland did not previously exist. Creation 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.

“Critical aquifer recharge areas” are areas with a critical recharging effect on aquifers needed for potable water, including areas where an aquifer that is a source of drinking water is vulnerable to contamination that would affect the potability of the water.

“Critical areas” are areas defined in RCW 36.70A.030(5) including any of the following areas or ecosystems: wetlands; areas with a critical recharging effect on aquifers used for potable water, fish and wildlife habitat conservation areas, frequently flooded areas and geologically hazardous areas.

“Earth/earth material” means naturally occurring rock, soil, stone, sediment, or combination thereof.

“Enhancement” (habitats in general) means the improvement of existing habitat such as by increasing plant density or structural diversity, or by removing nonindigenous or noxious species.

“Enhancement” (wetlands) means the manipulation of the physical, chemical, or biological characteristics of a wetland to heighten, intensify, or improve specific

function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in wetland function(s) and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. [Examples are planting vegetation, controlling nonnative or invasive species, and modifying site elevations to alter hydroperiods.] Activities typically consist of planting vegetation, controlling nonnative or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

“Erosion” means wearing away of rock or soil by the gradual detachment of soil and rock fragments by water, wind, ice, and other mechanical and chemical forces.

“Erosion hazard areas” are areas identified by the United States Department of Agriculture Soil Conservation Service as having a severe rill and inter-rill erosion hazard.

“Excavation” means the mechanical removal of earth material.

“Federal manual” or “federal methodology” means the methodology for identifying wetlands in the field as described in the current Federal Manual for Identifying and Delineating Jurisdictional Wetlands.

“Fill” means earth or any other substance or material placed in or on the ground, including earth-retaining structures. In wetlands, it includes any action that raises the elevation or creates dry land.

“Filling” means the act of transporting or placing (by any manner or mechanism) fill material from, to, or on any soil surface, sediment surface, or other fill material.

“Fish and wildlife habitat conservation area” means areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range and movement corridors; and areas with high relative population density or species richness. “Fish and wildlife habitat conservation areas” does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company.

“Frequently flooded areas” are lands in the floodplain subject to at least a one percent or greater chance of flooding in any given year or within areas subject to flooding due to high ground water. These areas include, but are not limited to, streams, rivers, and wetland areas where high ground water ponds on the ground surface.

“Functions and values” means the beneficial roles served by critical areas including, but not limited to, water quality protection and enhancement; fish and wildlife habitat; food chain support; flood storage, conveyance and attenuation; ground water recharge and discharge; erosion control; wave attenuation; protection from hazards; historical, archaeological and aesthetic value protection; educational opportunities and recreation.

“Geologically hazardous areas” are areas that because of their susceptibility to erosion, sliding, earthquakes or other geological events are not suited to siting commercial, residential or industrial development consistent with public health or safety concerns.

“Grading” means the movement or redistribution of the soil, sand, rock, gravel, sediment, or other material on a site in a manner that alters the natural contour of the land.

“Habitat management” means management of land to maintain species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created. This does not imply maintaining all habitat or individuals of all species in all cases.

“High impact land use” means land uses that are generally associated with relatively high levels of human activity or disturbance, development of structures, or substantial wetland habitat impacts. Depending on their context, high impact land uses can include, but are not limited to, residential buildings and structures, active recreation areas and facilities, commercial and industrial land uses, buildings and 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.

“Isolated wetlands” means those wetlands that are outside of and not contiguous to any 100-year floodplain of a lake, river, or stream and have no contiguous hydric soil or hydrophytic vegetation between the wetland and any surface water.

“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 15 percent;
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 80 percent 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 40 percent or steeper and with a vertical relief of 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 10 feet of vertical relief.

“Low impact land use” means land uses that are typically associated with relatively low levels of human activity, disturbance or development and that are conducted in a manner as to minimize impacts to the buffer. Low impact land uses may include:

A. Conservation or restoration activities aimed at protecting the soil, water, vegetation, or wildlife;

B. Passive recreation, including walkways or trails located in the outer 25 percent of the buffer area;

C. Educational and scientific research activities, provided prior approval is obtained from the approval authority;

D. Normal and routine maintenance and repair of any existing public or private facilities, provided appropriate measures are undertaken to minimize impacts to the wetland and its buffer and that disturbed areas are restored immediately to a natural condition; or

E. Agricultural land uses that do not create a probable wetland impact.

“Mitigation” means a series of prioritized actions that when achieved in full ensures project impacts will result in no net loss of habitat value or fish and wildlife populations.

“Mitigation” involves actions that proceed in sequence from the highest to the lowest priority as follows:

A. Avoiding impacts to environmentally critical areas by not taking action or parts of actions.

B. Minimizing impact by limiting the degree or magnitude of the action and its implementation.

C. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment.

D. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.

E. Compensating for the impact by replacing or providing substitute resources or environments.

While monitoring alone is not considered mitigation for purposes of these regulations, it may be part of a comprehensive mitigation program.

F. Monitoring the hazard or other required mitigation and taking remedial action when necessary.

“Native vegetation” means vegetation indigenous to the area in question.

“Preservation” (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 or shrub steppe habitat). 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 nonpriority fish and wildlife.

“Priority habitat and species list” means a list published by the Washington Department of Fish and Wildlife, which is a catalog of habitats and species considered to be priorities for conservation and management. Priority species require protective measures for their survival due to their population status, sensitivity to habitat alteration, and/or recreational, commercial or tribal importance. Priority species include state endangered, threatened, sensitive and candidate species; animal aggregations (e.g., heron colonies, bat colonies) considered vulnerable; and species of recreational, commercial or tribal importance that are vulnerable. Priority habitats are habitat types or elements with unique or significant value to a diverse assemblage of species. A priority habitat may consist of a unique vegetation type (e.g., shrub-steppe) or dominant plant species (e.g., juniper savannah), a described successional stage (e.g., old-growth forest) or a specific habitat feature (e.g., cliffs).

“Priority habitat and species map” means maps of plant cover types/communities. Considered by Washington State Department of Fish and Wildlife to contain priority habitat or wildlife species. PHS is a source of best available science that informs local planning activities and land use applications.

“Qualified professional,” for the purpose of these regulations, shall mean 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 B.S. or B.A. or equivalent degree in biology, ecology, engineering, environmental studies, fisheries, geomorphology, or related field, and two 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.

B. A qualified professional for a geological hazard must be a geotechnical engineer or geologist, licensed in the state of Washington.

C. A qualified professional for critical aquifer recharge areas means a hydrogeologist, geologist, engineer, or other scientist with experience in preparing hydrogeologic assessments.

“Qualified wetland specialist” means a person or firm with experience and training in wetland issues, and with experience in performing delineations, analyzing wetland impacts, and recommending wetland mitigation and restoration. Qualifications include:

A. A Bachelor of Science or Bachelor of Arts or equivalent degree in biology, botany, ecology, environmental studies, fisheries, soil science, wildlife or related field, and two years of related work experience, including a minimum of one year of experience delineating wetlands using the Federal Delineation Manual preparing wetland reports. Additional education may substitute for one year of related work experience; or

B. Four years of related work experience and training, with a minimum of two years’ experience delineating wetlands with the Federal Delineation Manual and preparing wetland reports.

“Reestablishment” means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Reestablishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.

“Regulated activity” means activities ~~occurring in or near and/or potentially affecting a wetland or wetland buffer that are subject to the provisions of this section. Regulated activities~~ generally ~~include~~ including, but ~~are~~ not limited to, ~~any~~ filling, dredging, dumping, ~~or~~ stockpiling, draining, excavation, flooding, construction or reconstruction, driving pilings, obstructing, shading, clearing or harvesting, or any other activity that may impact the functions and values of the nearby critical area as determined by the Administrator.

“Rehabilitation” (wetland) means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions [and processes] of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. [Activities could involve breaching a dike to reconnect wetlands to a floodplain or returning tidal influence to a wetland.]

“Restore,” “restoration” or “ecological restoration” means the reestablishment or upgrading of impaired natural or enhanced ecological processes or functions. This may be accomplished through measures including but not limited to revegetation, removal of intrusive structures and removal or treatment of toxic materials. Restoration does not imply a requirement for returning the area to pre-Columbia Basin Project, aboriginal or pre-European settlement conditions.

“Riparian ecosystem” means the area alongside a waterbody that significantly influences exchanges of energy and matter among terrestrial and aquatic ecosystems. Along streams and rivers, it includes the active channel, channel migration zone, floodplain, and portions of the adjacent uplands that contribute organic matter and shade, provide space for nutrient cycling, and keep pollutants from entering the stream.

“Riparian Management Zone” (RMZ) means the Fish and Wildlife Habitat Conservation Area adjacent to all rivers and streams delineated to protect riparian ecosystem functions and values. Its inner point of measure is the wide of (a) the Ordinary High Water Mark or (b) the outer extent of the Channel Migration Zone. Its width is the greater of (a) 100 feet, (b) one Site Potential Tree Height of a 200-year old tree, and (c) the width needed to reliably remove pollutants as determined through a habitat conservation report.

“Seismic hazard areas” are 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: (A) magnitude of an earthquake; (B) distance from the source of an earthquake; (C) type of thickness of geologic materials at the surface; and (D) type of subsurface geologic structure.

“Site” means any parcel or combination of contiguous parcels where the proposed project impacts a wetland(s) or other critical area.

“Site-Potential Tree Height” (SPTH) means the average maximum height of the tallest dominant trees (200 years or more) for a given site class. For most of the City of Richland, soils do not support trees that grow in excess of 100 feet. For the few sites that may grow trees taller than 100 feet, SPTH is determined through a habitat conservation report.

“Slope” means an inclined earth surface, the inclination of which is expressed as the ratio of horizontal distance to vertical distance.

“Stormwater” means runoff during and following precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a stormwater drainage system into a defined surface water body or a constructed treatment, evaporation or infiltration facility.

“Structural diversity” means the relative degree of diversity or complexity of vegetation in a habitat area as indicated by the stratification or layering of different plant communities (e.g., ground cover, shrub layer, and tree canopy); the variety of plant species; and the spacing or pattern of vegetation.

“Structure” means a permanent or temporary edifice or building, or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above, or below the surface of the ground or water, except for vessels.

“Substrate” means the soil, sediment, decomposing organic matter or combination of those located on the bottom surface of the wetland.

“Wetland” or “wetlands” refers to areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including but not limited to irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape 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 nonwetland areas to mitigate the conversion of wetlands or wetland areas preserved as mitigation for the conversion of wetlands.

“Wetland buffer area” means a naturally vegetated and undisturbed, enhanced or revegetated zone surrounding a natural, restored or newly created wetland that is an integral part of a wetland ecosystem, and protects a wetland from adverse impacts to the integrity and value of the wetland. Wetland buffers serve to moderate runoff volume and flow rates; reduce sediment, chemical nutrient and toxic pollutants; provide shading to maintain desirable water temperatures; provide habitat for wildlife; and protect wetland resources from harmful intrusion.

“Wetland delineation” means a delineation done in accordance with the approved federal wetland delineation manual and applicable regional supplements as provided for in WAC 173-22-035.

“Wetland determination” means a report prepared by a qualified professional that identifies, characterizes and analyzes potential impacts to wetlands consistent with

applicable provisions of these regulations. A determination does not include a formal delineation

Footnotes to Definitions:

**“Adjacent” (C) - The distance of two hundred fifty (250) feet is based on maximum wetland buffer.

**“Adjacent” (E) - The distance of two hundred (200) feet is a suggested distance to ensure that activities within the critical aquifer recharge area are included under this Chapter, even when the exact boundaries of the critical aquifer recharge area are not known at the time of application.

Section 2. Richland Municipal Code Section 22.10.185, entitled Fish and wildlife habitat conservation areas, as first enacted by Ordinance No. 40-17, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.185 Fish and wildlife habitat conservation areas.

A. Fish and wildlife habitat conservation areas include the following:

1. Areas where state or federal designated endangered, threatened, and sensitive species have a primary association.

a. Federal designated endangered and threatened species are those fish, wildlife and plant species identified by the U.S. Fish and Wildlife Service and the National Marine Fisheries Service that are in danger of extinction or threatened to become endangered. The U.S. Fish and Wildlife Service and the National Marine Fisheries Service should be consulted as necessary for current listing status.

b. State designated endangered, threatened and sensitive species are those fish, wildlife and plant species native to the state of Washington identified by the State Department of Fish and Wildlife and/or State of Washington Natural Heritage Program, that are in danger of extinction, threatened to become endangered, vulnerable, or declining and are likely to become endangered or threatened in a significant portion of their range within the state without cooperative management or removal of threats. The State of Washington’s Department of Fish and Wildlife and/or Natural Heritage Program maintains the most current listings and should be consulted as necessary for current state listing status.

2. State priority habitats and areas associated with state priority species.

a. State of Washington Priority Habitats and Species are considered priorities for conservation and management. The State of Washington’s Department of Fish and Wildlife should be consulted for current listing of priority habitats and species.

3. Habitats and species of local importance. The City of Richland hereby adopts by reference those Priority Habitats and Species considered priorities for conservation and management identified by the State Department of Fish and Wildlife and State of Washington Natural Heritage Program as now exist or as may be amended.

4. In addition to the Priority Habitats and Species recognized by WDFW and/or State of Washington Natural Heritage Program, a process is provided for listing other habitats and species that are important locally to the people of Richland. This action may be initiated at the request of the Washington State Department of Fish and Wildlife, other government agency, city staff, non-profit organization or interested citizen. Any such request shall be in writing and shall include:

- a. The common and scientific name for a species under consideration;
- b. Habitat location on a map (scale 1:24,000);
- c. Demonstrate a need for special consideration based upon Best Available Science and considering:
 - i. Declining or increasing population;
 - ii. Sensitivity to habitat manipulation; or
 - iii. Commercial or game value or other special value, such as public appeal.
- d. Habitat management recommendations, including potential uses and restrictions of the habitat areas, seasonally sensitive areas and other guidelines necessary for the protection of the species;
- e. Reasons for the species/habitat to be designated;
- f. Name and address of the nominator, along with a list of property owners and mailing addresses for each property mapped as containing habitat and/or species;
- g. Other supporting documentation (as determined by the Administrator);
- h. SEPA Checklist;
- i. Fee as established by the City of Richland Fee Schedule.

Submitted proposals shall be reviewed by city staff as a Type IV legislative action pursuant to RMC 19.20.010(D)(2) and Chapter 19.90 RMC. Suggested amendments to this section of the Critical Areas regulations shall result in amendment no more often than once each calendar year with the deadline for submittal being January 31st. Copies of the proposal shall be submitted to WDFW and/or other local, state or federal agencies or experts for comments and recommendations regarding accuracy of the data and effectiveness of proposed management strategies as part of the public comment period. Approved nominations will be designated priority habitats/species as appropriate and will be given all protection under this Ordinance afforded other priority habitats and species.

25. The areas listed as a national wildlife refuge, national park, natural area preserve or any preserve or reserve designated under WAC 332-30-151;

~~3~~6. The Yakima River Delta area, including Lake Wallula wildlife habitat areas currently managed by the U.S. Army Corps of Engineers, the Chamna Natural Preserve, Bateman Island;

~~4~~7. The Hanford Islands in the Columbia River managed by the U.S. Fish and Wildlife Service;

~~5~~8. Amon Creek Natural Preserve;

~~6~~9. Badger Mountain Natural Preserve;

~~7~~10. Category I wetlands as defined in RMC 22.10.100;

~~8~~11. State nature area preserves or natural resource conservation areas and state wildlife areas;

~~9~~12. Documented habitat, other than accidental presence, of threatened or endangered species;

~~10~~13. Documented habitat, other than accidental presence, of regional or national significance for migrating birds;

~~14~~14. Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat;

~~12~~15. Waters of the state; ~~and~~

~~13~~16. Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity.

B. Fish and wildlife habitat conservation areas are intended to:

1. Create a system of fish and wildlife habitat with connections between larger habitat blocks and open spaces, integrating with open space corridor planning where appropriate;

2. Limit the level of human activity within such areas that is appropriate for certain areas and habitats, including presence of roads and level of recreation type (passive or active recreation);

3. Protect riparian ecosystems including potential for restoring lost or impaired salmonid habitat;

4. Evaluate land uses that may negatively impact these areas, or conversely, that may contribute positively to their function;

5. Establish buffer zones around these areas to separate incompatible uses from habitat areas;

6. Establish or enhance nonregulatory approaches in addition to regulatory methods to protect fish and wildlife habitat conservation areas.

Section 3. Richland Municipal Code Section 22.10.190, entitled Fish and wildlife habitat conservation area inventory maps, as first enacted by Ordinance No. 48-93, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.190 Fish and wildlife habitat conservation area inventory maps.

To determine the location and extent of fish and wildlife habitat conservation areas, the city shall use [best available science, including](#) current information contained in priority habitats and species maps as maintained by the Washington State Department of Fish and Wildlife. These maps shall be used as a general guide only for the assistance of property owners and other interested parties; 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 article. In the event of any conflict between the habitat location or type shown on maps and the criteria or standards of this article, the criteria and standards resulting from the field investigation shall control.

Recovery plans and management recommendations for many of these species are available from the United States Fish and Wildlife Service, the National Marine Fisheries Service and the Washington State Department of Fish and Wildlife. Additional information is also available from the Washington State Department of Natural Resources, Natural Heritage Program, and Aquatic Resources Program.

It is also possible that unmapped areas may include ~~priority-species~~ [priority habitats or species \(PHS\), endangered, threatened or sensitive \(ETS\) species, or habitats and species of local importance \(HSLI\)](#). If such a species is known to exist within an unmapped area, the type, extent and boundaries of this area shall be determined by a qualified professional.

Section 4. Richland Municipal Code Section 22.10.200, entitled Requirements for habitat conservation area reports, as first enacted by Ordinance No. 48-93, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.200 Requirements for habitat conservation area reports.

When development is proposed within a fish and wildlife habitat conservation area [or its buffer, or where development is proposed to be located adjacent to a fish and wildlife habitat conservation area or its buffer or close enough to the FWHCA so as to likely impact critical area ecosystem functions and values](#), a habitat conservation report shall be prepared consisting of the following:

A. The report shall be prepared by a qualified professional [using the best available science](#);

B. The area addressed in any report for a fish and wildlife habitat conservation area shall include the project area and adjacent lands within 300 feet of the project boundaries to account for potential buffers that may not be accurately mapped at the

time of application. Further the report shall identify all habitat conservation areas, shorelines, floodplains, other critical areas and related buffers;

C. A habitat conservation report shall include an assessment to evaluate the presence or absence of priority habitat. At a minimum the habitat assessment shall include:

1. Detailed description of vegetation on and adjacent to the project area; including the existence or non-existence of plant species native to the state of Washington identified by the State of Washington Natural Heritage Program that are in danger of extinction, threatened to become endangered, vulnerable, or declining and are likely to become endangered or threatened in a significant portion of their range within the state without cooperative management or removal of threats;

2. Identification of any priority species and habitats (PHS) or any endangered, threatened, sensitive or candidate species and any habitat or species of local concern that have a primary association with habitat on or adjacent to the project area, and assessment of potential project impacts to the protected habitat or use of the site by the species;

3. A discussion of any federal, state or local special management recommendations, including Department of Fish and Wildlife habitat management recommendations, that have been developed for species or habitats located on or adjacent to the project area;

4. A discussion of measures, including avoidance, minimization and mitigation proposed to preserve existing habitats or restore any habitat that was degraded prior to the current proposed land use activity and to be conducted in accordance with RMC 22.10.220 (mitigation sequencing);

5. A discussion of ongoing management practices that will protect habitat after the project site has been developed, including proposed monitoring and maintenance programs;

6. When warranted, the administrator may require detailed surface and subsurface hydrologic features both on and adjacent to the site;

D. Habitat conservation area reports shall be forwarded to the Washington Department of Fish and Wildlife and local Native American Indian Tribes to provide them with an opportunity to comment on the adequacy and accuracy of the report;

E. The administrator may waive the requirement for the preparation of a habitat conservation area report upon a determination that by reason of previous development that the proposed project site does not provide functional habitat. Such waiver shall be made in writing and a copy shall be provided to the Washington State Department of Fish and Wildlife.

Section 5. Richland Municipal Code Section 22.10.210, entitled Fish and wildlife habitat conservation area – Performance standards, as first enacted by Ordinance No. 48-93, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.210 Fish and wildlife habitat conservation area – Performance standards.

Development or any regulated activity occurring within a designated habitat conservation area or within its respective protection buffer, or development or any regulated activity proposed to occur adjacent to, or close enough to, a habitat conservation area so as to likely impact critical area ecosystem functions and values, shall only be permitted in accordance with the conditions of an approved habitat conservation area report. Such report shall be based on the following standards using the best available science:

- A. Consider habitat in site planning and design;
- B. Locate buildings and structures in a manner that preserves and minimizes adverse impacts to important habitat areas, including use of bird-friendly building design and use of dark sky lighting standards;
- C. Integrate retained habitat into open space and native plantings, consistent with the provisions of all open space and landscaping requirements;
- D. Activity within or close to a habitat conservation area shall not result in the degradation of the functions and values of the habitat;
- E. Nonindigenous species shall not be introduced into a habitat conservation area;
- F. Contiguous corridors through a project area shall be maintained. Measures necessary to mitigate impacts within a habitat conservation area shall attempt to achieve contiguous functioning habitat corridors in order to minimize the isolating effects of development on habitat;
- G. Identify habitat contiguous to other habitat areas, open space or landscape areas to contribute to a continuous system or corridor that provides connections to adjacent habitat areas and allows movement of wildlife;
- H. Use native species in any landscaping of disturbed or undeveloped areas and in any enhancement of habitat areas;
- I. Emphasize heterogeneity and structural diversity of vegetation in landscaping and food producing plants beneficial to wildlife;
- J. Width of riparian corridors shall be in accordance with buffer widths suggested by BAS, including WDFW publication *Riparian Ecosystems, Volume 2: Management Recommendations*, May 2018, or as revised. Riparian corridors shall also meet the

minimum requirements as established in RMC Title 26 and wetland buffer requirements as established in RMC 22.10.110;

K. Activities within a habitat conservation area shall be conditioned as identified in the habitat conservation area report to avoid, minimize, or mitigate potential adverse impacts. Conditions shall include protective buffers based on the State of Washington Department of Fish and Wildlife Management recommendations for Washington's priority species modified for local conditions and the recommendations of the Department of Fish and Wildlife biologists and may include, but are not limited to, the following measures:

1. Establishment of undisturbed habitat areas;
2. Staking of undisturbed habitat areas prior to any construction, including clearing, grading and filling taking place on site;
3. Fencing of undisturbed habitat areas in a manner consistent with the provisions of RMC 22.10.115(H);
4. Temporary erosion and sedimentation controls, pursuant to an approved plan, shall be implemented during construction;
5. Preservation of critically important vegetation;
6. Supplemental planting of native tree or shrub cover;
7. Removal and/or control of any noxious or undesirable species of plants and animals;
8. Preservation of significant trees and/or snags, preferably in groups, consistent with achieving the objectives of these standards;
9. Replanting of disturbed areas and/or areas where noxious weed species were removed with native vegetation types, including ongoing plans for weed control and irrigation as appropriate;
10. Limitation of access to an identified habitat area, including fencing to deter unauthorized access;
11. Seasonal restriction on construction activities;
12. Implementation of a schedule for periodic review of completed mitigation measures for a specified time period;

13. Posting of a bond or other financial surety to ensure completion and success of proposed mitigation measures. Such bond or other security device shall be required to assure successful establishment of required planting for an appropriate monitoring period. The amount of the bond or other security device shall equal 125 percent of the cost of the mitigation project for a period of five years. The administrator may agree to reduce the bond in phases in proportion to work successfully completed over the period of the bond.

Section 6. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: CA2018-103

PREPARED BY: MIKE STEVENS
MEETING DATE: JANUARY 23, 2019

GENERAL INFORMATION:

APPLICANT: CITY OF RICHLAND

REQUEST: TEXT AMENDMENT TO CHAPTER 22.10 – CRITICAL AREAS

LOCATION: CITYWIDE

REASON FOR REQUEST:

On June 7, 2018, the Growth Management Hearings Board for the Eastern Washington Region determined that Ordinance No. 40-17 failed to comply with the requirements of RCW 36.70A.060(2) and RCW 36.70A.172(1). As result, city staff has proposed amendments to RMC 22.10.040, RMC 22.10.185, RMC 22.10.200, and RMC 22.10.210 as shown in the attached draft ordinance.

ANALYSIS

The proposed code amendments are intended to satisfy the requirements of RCW 36.70A.060(2) and RCW 36.70A.172(1) as they specifically pertain to the appeal filed by Laurie Ness and Patrick Paulson (Case No. 17-1-0006 - attached).

PUBLIC NOTICE/ COMMENTS

Given the city's desire to receive public and agency comment, city staff issued a first draft of the proposed code amendments for review and comment on October 31, 2018. The public and various agencies were provided a 30-day comment period within which to provide comment. The close of the first draft comment period was 5:00 PM on Friday, November 30, 2018.

Comments received were evaluated by city staff and legal counsel. Modifications to the draft ordinance were then made and provided to the Planning Commission for review and discussion during a workshop held on December 12, 2018. The Planning Commission reviewed the proposed modifications and directed staff to further modify the draft ordinance prior to the final draft being distributed for official public comment and SEPA review.

On December 21, 2018 the final draft was distributed to the public via the city website, posting in the Tri-City Herald and City Hall as well as sending notification to various

agencies including the Washington State Departments of Ecology, Fish & Wildlife and Commerce as required by RCW 36.70A.

All comments from the first draft review and the final draft review are included as an attachment to this report.

SEPA

The City of Richland utilized the Optional DNS Process as outlined in WAC 197-11-355 for this proposed code amendment. The end of the public comment period for comments was Friday, January 11, 2019. The City of Richland issued a Determination of Non-Significance (DNS) for the proposal on January 14, 2019.

FINDINGS OF FACT

1. On June 7, 2018, the Growth Management Hearings Board for the Eastern Washington Region determined that Ordinance No. 40-17 failed to comply with the requirements of RCW 36.70A.060(2) and RCW 36.70A.172(1). As result, city staff has proposed amendments to RMC 22.10.040, RMC 22.10.185, RMC 22.10.200, and RMC 22.10.210.
2. The proposed code amendments are intended to satisfy the requirements of RCW 36.70A.060(2) and RCW 36.70A.172(1) as they specifically pertain to the appeal filed by Laurie Ness and Patrick Paulson (Case No. 17-1-0006).
3. Notice of the proposed amendment was provided to local and state agencies. Notice was also published in the Tri-Cities Herald, posted at the official posting places and on the city's official website. Notice was provided to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A.
4. City staff issued a first draft of the proposed code amendments for review and comment on October 31, 2018. The public and various agencies were provided a 30-day comment period within which to provide comment. The close of the first draft comment period was 5:00 PM on Friday, November 30, 2018.
5. Modifications to the draft ordinance were made and provided to the Planning Commission for review and discussion during a workshop held on December 12, 2018.
6. The Planning Commission reviewed the proposed modifications and directed staff to further modify the draft ordinance prior to the final draft being distributed for official public comment and SEPA review.
7. On December 21, 2018 the final draft was distributed to the public via the city website, posting in the Tri-City Herald and City Hall as well as sending notification to various agencies including the Washington State Departments of Ecology, Fish & Wildlife and Commerce as required by RCW 36.70A.
8. The City issued a SEPA Threshold Determination of Non-Significance on January 14, 2019.
9. The City of Richland utilized the Optional DNS Process as outlined in WAC 197-11-355. The end of the public comment period was Friday, January 11, 2019.

CONCLUSIONS OF LAW

1. The Planning Commission has jurisdiction to hold an open record public hearing and issue a recommendation on the proposed ordinance amendments to the City Council.
2. The proposed code amendments are consistent with the goals and policies of the City's Comprehensive Plan.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (CA2018-103) and recommend to the City Council adoption of the proposed code amendments to RMC Chapter 22.10 – Critical Areas, as modified within Draft 3 Ordinance (Exhibit 5).

ALTERNATIVES

1. Recommend approval of the amendments as proposed;
2. Recommend approval of the amendments, as modified by the Planning Commission.
3. Recommend denial of the amendments;

RECOMMENDED MOTION

I move that the Planning Commission recommend approval of the proposed amendments to Chapter 22.10 of the Richland Municipal Code, as contained in the attached Draft 3 Ordinance (Exhibit 5) based upon the above listed Findings of Fact and Conclusions of Law.

Exhibits

1. Application Materials
2. Draft 2 Ordinance – Prior to final comments
3. SEPA DNS & SEPA Checklist
4. Public Notice and Comments Received
5. Draft 3 Ordinance – Based upon final comments

BEFORE THE GROWTH MANAGEMENT HEARINGS BOARD
EASTERN WASHINGTON REGION

Laurie Ness and Patrick Paulson,

Petitioners,

v.

City of Richland,

Respondent.

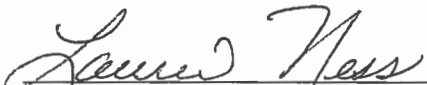
Case No. 17-1-0006

**REQUEST FOR EXTENSION OF
COMPLIANCE DEADLINE AND
RELATED DATES**

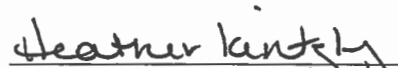
COMES NOW the Petitioners, Laurie Ness and Patrick Paulson, and the Respondent, City of Richland, who respectfully submit this request that the Board grant a *90-day* extension from the deadlines established in the Final Decision and Order dated June 7, 2018. Due to turnover in Richland's Planning Manager position, and the City's desire to facilitate public participation in the compliance process, City and Petitioners agree that additional time is needed for compliance. The following compliance schedule is proposed:

- By October 31, 2018: Provide public notice of a 30-day comment period on the draft code language.
- December 12, 2018: Planning Commission workshop meeting to review submitted comments and any proposed revisions to the draft code language.
- December 2018 – February 2019: Publish proposed final draft of the code revisions; hold an open public hearing prior to vote by the Planning Commission.
- By March 5, 2019: Compliance achieved by action of the Richland City Council.

Dated this 30th day of October, 2018.


Laurie Ness, *Pro Se*


Patrick Paulson, *Pro Se*


Heather Kintzley, WSBA #33520
Richland City Attorney



Department of Commerce

Innovation is in our nature.

Notice of Proposed Amendment Request for Expedited Review

Pursuant to RCW 36.70A.106(3)(b), the following jurisdiction provides notice of a proposed development regulation amendment and requests expedited state agency review under the Growth Management Act.

Under statute, proposed amendments to comprehensive plans are not eligible for expedited review. The expedited review period is 10 business days (14 calendar days).

(If needed, you may expand this form and the fields below, but please try to keep the entire form under two pages in length.)

Jurisdiction:	City Richland, Development Services - Planning
Mailing Address:	505 Swift Blvd., MS-35 Richland, WA 99352
Date:	December 21, 2018

Contact Name:	Mike Stevens
Title/Position:	Planning Manager
Phone Number:	(509) 942-7596
E-mail Address:	mstevens@ci.richland.wa.us

Brief Description of the Proposed/Draft Development Regulations Amendment: <i>(40 words or less)</i>	• Amend RMC Section 22.10.040, Definitions. • Amend RMC Section 22.10.185, Fish and wildlife habitat conservation areas. • Amend RMC Section 22.10.200, Requirements for habitat conservation area reports. • Amend RMC Section 22.10.210, Fish and wildlife habitat conservation area – Performance standards.
Is this action part of the periodic review and update? GMA requires review every 8 years under RCW 36.70A.130(4)-(6) .	Yes: <u> X* </u> No: <u> </u> *June 7, 2018, the Growth Management Hearings Board for the Eastern Washington Region determined that Ordinance No. 40-17, amending RMC 22.10.185, RMC 22.10.200, and RMC 22.10.210, fails to comply with the requirements of RCW 36.70A.060(2) and RCW 36.70A.172(1).

Public Hearing Date:	Planning Board/Commission: January 23, 2019 Council/County Commission: February 5 & 19, 2019
Proposed Adoption Date:	February 19, 2019 or as soon thereafter as possible

REQUIRED: Attach or include a copy of the proposed amendment text.



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

December 29, 2018

Mike Stevens
Planning Manager
City of Richland
505 Swift Boulevard
MS: 35
Richland, Washington 99352

Dear Mr. Stevens:

Thank you for sending the Washington State Department of Commerce (Commerce) the following materials as required under RCW 36.70A.106. Please keep this letter as documentation that you have met this procedural requirement.

City of Richland - Proposed amendment to (1). RMC Section 22.10.040, Definitions. (2). Amend RMC Section 22.10.185, Fish and wildlife habitat conservation areas. (3). Amend RMC Section 22.10.200, Requirements for habitat conservation area reports. (4) Amend RMC Section 22.10.210, Fish and wildlife habitat conservation area -Performance standards. These materials were received on December 29, 2018 and processed with the material ID # 25641. Expedited Review is requested under RCW 36.70A.106(3)(b).

If this submitted material is an adopted amendment, then please keep this letter as documentation that you have met the procedural requirement under RCW 36.70A.106.

If you have submitted this material as a draft amendment requesting expedited review, then we have forwarded a copy of this notice to other state agencies for expedited review and comment. If one or more state agencies indicate that they will be commenting, then Commerce will deny expedited review and the standard 60-day review period (from date received) will apply. Commerce will notify you by e-mail regarding of approval or denial of your expedited review request. If approved for expedited review, then final adoption may occur no earlier than fifteen calendar days after the original date of receipt by Commerce. Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call Dave Andersen (509) 434-4491 or Paul Johnson (360) 725-3048.

Sincerely,

Review Team
Growth Management Services

ORDINANCE NO. XX-XX

AN ORDINANCE of the City of Richland amending Chapter 22.10 of the Richland Municipal Code related to Critical Areas.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with state law; and

WHEREAS, on June 7, 2018, the Growth Management Hearings Board for the Eastern Washington Region determined that Ordinance No. 40-17, amending RMC 22.10.185, RMC 22.10.200, and RMC 22.10.210, fails to comply with the requirements of RCW 36.70A.060(2) and RCW 36.70A.172(1); and

WHEREAS, to remedy the deficiencies identified by the Growth Management Hearings Board, amendments to the above-referenced code sections are necessary.

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

Section 1. Richland Municipal Code Section 22.10.040, entitled Definitions, as first enacted by Ordinance No. 48-93, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.040 Definitions.

For purposes of this chapter, the following definitions shall apply:

“Administrator” means such person as the city manager of the city of Richland shall designate to administer and enforce the provisions of this title.

“Agricultural activities, existing and ongoing” includes those activities conducted on lands defined in RCW 84.34.020(2), and those activities involved in the production of crops and livestock, including, but not limited to, operation and maintenance of farm and stock ponds or drainage ditches, irrigation systems, changes between agricultural activities, and normal operation, maintenance or repair of existing serviceable structures, facilities or improved areas. Activities that bring a previously nonagricultural area into agricultural use are not part of an ongoing activity. An operation ceases to be ongoing when the area on which it was conducted is proposed for conversion to a nonagricultural use or has lain idle for a period of longer than five years, unless the idle land is registered in a federal or state soils conservation program.

“Adjacent” shall mean any activity located:

1. On a site immediately adjoining a critical area;
2. A distance equal to or less than the required critical area buffer width and building setback;

3. A distance equal to or less than one-half mile (2,640 feet) from a bald eagle nest;
4. A distance equal to or less than three hundred (300) feet upland from a stream, wetland, or water body;
5. Within the floodway, floodplain or channel migration zone; or
6. A distance equal to or less than two hundred (200) feet from a critical aquifer recharge area

3* The distance of 2,640 feet is based on the Washington Department of Fish and Wildlife Management.

4* The distance of three hundred (300) feet is based on maximum recommended riparian habitat area width from the Washington Department of Fish and Wildlife Management Recommendations for Washington's Priority Habitats: Riparian.

6* The distance of two hundred (200) feet is a suggested distance to ensure that activities within the critical aquifer recharge area are included under this Chapter, even when the exact boundaries of the critical aquifer recharge area are not known at the time of application.

“Applicant” means the person, party, firm, partnership, corporation, or other entity that proposes any activity that could affect a critical area.

“Best available science” means current scientific information used in the process to designate, protect, or restore critical areas that is derived from a valid scientific process as defined by WAC 365-195-900 through 365-195-925.

“Best management practices (BMPs)” are current and evolving conservation practices, or systems of practices, management or operational measures, or design and construction techniques; or normal and accepted industry standards that are applied to land use activity in a manner which:

- A. Controls soil loss and reduces water surface and ground water quality degradation caused by nutrients, wastes, toxics, and sediment;
- B. Minimizes and mitigates adverse impacts to the natural chemical, physical and biological environment of the city;
- C. Utilizes the city's natural resources on a long-term, sustainable yield basis;
- D. Protects trees, vegetation, and soils designated to be retained during and following site construction and use native plant species appropriate to the site for revegetation of disturbed areas; and

E. Prevents contamination of surface and ground water resources, and protects from impacts to native and other desirable vegetation with BMPs for chemical pesticide, herbicide, and fertilizer applications.

“Buffer” means an area adjacent to a critical area that functions to avoid loss or diminution of the ecologic functions and values of the critical area. Specifically, a buffer may:

A. Preserve the ecologic functions and values of a system including, but not limited to, providing microclimate conditions, shading, input of organic material, and sediments; room for variation and changes in natural wetland, river, or stream characteristics; providing for habitat for life cycle stages of species normally associated with the resource;

B. Physically isolate a critical area such as a wetland, river, or stream from potential disturbance and harmful intrusion from surrounding uses using distance, height, visual, and/or sound barriers, and generally including dense native vegetation, but also may include human-made features such as wildlife friendly fences and other barriers; and

C. Act to minimize risk to the public from loss of life, well-being, or property damage resulting from natural disasters such as from landslide or flooding.

“Clearing” means the removal of trees, brush, grass, ground cover, or other vegetative matter from a site which exposes the earth’s surface of the site.

“Creation” (wetland) means the manipulation of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site, where a wetland did not previously exist. Creation 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.

“Critical aquifer recharge areas” are areas with a critical recharging effect on aquifers needed for potable water, including areas where an aquifer that is a source of drinking water is vulnerable to contamination that would affect the potability of the water.

“Critical areas” are areas defined in RCW 36.70A.030(5) including any of the following areas or ecosystems: wetlands; areas with a critical recharging effect on aquifers used for potable water, fish and wildlife habitat conservation areas, frequently flooded areas and geologically hazardous areas.

“Earth/earth material” means naturally occurring rock, soil, stone, sediment, or combination thereof.

“Enhancement” (habitats in general) means the improvement of existing habitat such as by increasing plant density or structural diversity, or by removing nonindigenous or noxious species.

“Enhancement” (wetlands) means the manipulation of the physical, chemical, or biological characteristics of a wetland to heighten, intensify, or improve specific function(s) or to

change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in wetland function(s) and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. [Examples are planting vegetation, controlling nonnative or invasive species, and modifying site elevations to alter hydroperiods.] Activities typically consist of planting vegetation, controlling nonnative or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

“Erosion” means wearing away of rock or soil by the gradual detachment of soil and rock fragments by water, wind, ice, and other mechanical and chemical forces.

“Erosion hazard areas” are areas identified by the United States Department of Agriculture Soil Conservation Service as having a severe rill and inter-rill erosion hazard.

“Excavation” means the mechanical removal of earth material.

“Federal manual” or “federal methodology” means the methodology for identifying wetlands in the field as described in the current Federal Manual for Identifying and Delineating Jurisdictional Wetlands.

“Fill” means earth or any other substance or material placed in or on the ground, including earth-retaining structures. In wetlands, it includes any action that raises the elevation or creates dry land.

“Filling” means the act of transporting or placing (by any manner or mechanism) fill material from, to, or on any soil surface, sediment surface, or other fill material.

“Fish and wildlife habitat conservation area” means areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range and movement corridors; and areas with high relative population density or species richness. “Fish and wildlife habitat conservation areas” does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company.

“Frequently flooded areas” are lands in the floodplain subject to at least a one percent or greater chance of flooding in any given year or within areas subject to flooding due to high ground water. These areas include, but are not limited to, streams, rivers, and wetland areas where high ground water ponds on the ground surface.

“Functions and values” means the beneficial roles served by critical areas including, but not limited to, water quality protection and enhancement; fish and wildlife habitat; food

chain support; flood storage, conveyance and attenuation; ground water recharge and discharge; erosion control; wave attenuation; protection from hazards; historical, archaeological and aesthetic value protection; educational opportunities and recreation.

“Geologically hazardous areas” are areas that because of their susceptibility to erosion, sliding, earthquakes or other geological events are not suited to siting commercial, residential or industrial development consistent with public health or safety concerns.

“Grading” means the movement or redistribution of the soil, sand, rock, gravel, sediment, or other material on a site in a manner that alters the natural contour of the land.

“Habitat management” means management of land to maintain species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created. This does not imply maintaining all habitat or individuals of all species in all cases.

“High impact land use” means land uses that are generally associated with relatively high levels of human activity or disturbance, development of structures, or substantial wetland habitat impacts. Depending on their context, high impact land uses can include, but are not limited to, residential buildings and structures, active recreation areas and facilities, commercial and industrial land uses, buildings and 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.

“Isolated wetlands” means those wetlands that are outside of and not contiguous to any 100-year floodplain of a lake, river, or stream and have no contiguous hydric soil or hydrophytic vegetation between the wetland and any surface water.

“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 15 percent;
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 80 percent 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 40 percent or steeper and with a vertical relief of 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 10 feet of vertical relief.

“Low impact land use” means land uses that are typically associated with relatively low levels of human activity, disturbance or development and that are conducted in a manner as to minimize impacts to the buffer. Low impact land uses may include:

A. Conservation or restoration activities aimed at protecting the soil, water, vegetation, or wildlife;

B. Passive recreation, including walkways or trails located in the outer 25 percent of the buffer area;

C. Educational and scientific research activities, provided prior approval is obtained from the approval authority;

D. Normal and routine maintenance and repair of any existing public or private facilities, provided appropriate measures are undertaken to minimize impacts to the wetland and its buffer and that disturbed areas are restored immediately to a natural condition; or

E. Agricultural land uses that do not create a probable wetland impact.

“Mitigation” means a series of prioritized actions that when achieved in full ensures project impacts will result in no net loss of habitat value or fish and wildlife populations.

“Mitigation” involves actions that proceed in sequence from the highest to the lowest priority as follows:

- A. Avoiding impacts to environmentally critical areas by not taking action or parts of actions.
- B. Minimizing impact by limiting the degree or magnitude of the action and its implementation.
- C. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment.
- D. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.
- E. Compensating for the impact by replacing or providing substitute resources or environments.

While monitoring alone is not considered mitigation for purposes of these regulations, it may be part of a comprehensive mitigation program.

- F. Monitoring the hazard or other required mitigation and taking remedial action when necessary.

“Native vegetation” means vegetation indigenous to the area in question.

“Preservation” (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 or shrub steppe habitat). 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 nonpriority fish and wildlife.

“Priority habitat and species list” means a list published by the Washington Department of Fish and Wildlife, which is a catalog of habitats and species considered to be priorities for conservation and management. Priority species require protective measures for their survival due to their population status, sensitivity to habitat alteration, and/or recreational, commercial or tribal importance. Priority species include state endangered, threatened, sensitive and candidate species; animal aggregations (e.g., heron colonies, bat colonies) considered vulnerable; and species of recreational, commercial or tribal importance that are vulnerable. Priority habitats are habitat types or elements with unique or significant value to a diverse assemblage of species. A priority habitat may consist of a unique vegetation type (e.g., shrub-steppe) or dominant plant species (e.g., juniper savannah), a described successional stage (e.g., old-growth forest) or a specific habitat feature (e.g., cliffs).

“Priority habitat and species map” means maps of plant cover types/communities. Considered by Washington State Department of Fish and Wildlife to contain priority habitat or wildlife species. PHS is a source of best available science that informs local planning activities and land use applications.

“Qualified professional,” for the purpose of these regulations, shall mean 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 B.S. or B.A. or equivalent degree in biology, ecology, engineering, environmental studies, fisheries, geomorphology, or related field, and two 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.

B. A qualified professional for a geological hazard must be a geotechnical engineer or geologist, licensed in the state of Washington.

C. A qualified professional for critical aquifer recharge areas means a hydrogeologist, geologist, engineer, or other scientist with experience in preparing hydrogeologic assessments.

“Qualified wetland specialist” means a person or firm with experience and training in wetland issues, and with experience in performing delineations, analyzing wetland impacts, and recommending wetland mitigation and restoration. Qualifications include:

A. A Bachelor of Science or Bachelor of Arts or equivalent degree in biology, botany, ecology, environmental studies, fisheries, soil science, wildlife or related field, and two years of related work experience, including a minimum of one year of experience delineating wetlands using the Federal Delineation Manual preparing wetland reports. Additional education may substitute for one year of related work experience; or

B. Four years of related work experience and training, with a minimum of two years’ experience delineating wetlands with the Federal Delineation Manual and preparing wetland reports.

“Reestablishment” means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Reestablishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.

“Regulated activity” means activities occurring in or near and/or potentially affecting a wetland or wetland buffer that are subject to the provisions of this section. Regulated activities generally include, but are not limited to, any filling, dredging, dumping or stockpiling, draining, excavation, flooding, construction or reconstruction, driving pilings, obstructing, shading, clearing or harvesting.

“Rehabilitation” (wetland) means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions [and processes] of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. [Activities could involve breaching a dike to reconnect wetlands to a floodplain or returning tidal influence to a wetland.]

“Restore,” “restoration” or “ecological restoration” means the reestablishment or upgrading of impaired natural or enhanced ecological processes or functions. This may be accomplished through measures including but not limited to revegetation, removal of intrusive structures and removal or treatment of toxic materials. Restoration does not imply a requirement for returning the area to pre-Columbia Basin Project, aboriginal or pre-European settlement conditions.

“Seismic hazard areas” are 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: (A) magnitude of an earthquake; (B) distance from the source of an earthquake; (C) type of thickness of geologic materials at the surface; and (D) type of subsurface geologic structure.

“Site” means any parcel or combination of contiguous parcels where the proposed project impacts a wetland(s) or other critical area.

“Slope” means an inclined earth surface, the inclination of which is expressed as the ratio of horizontal distance to vertical distance.

“Stormwater” means runoff during and following precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a stormwater drainage system into a defined surface water body or a constructed treatment, evaporation or infiltration facility.

“Structural diversity” means the relative degree of diversity or complexity of vegetation in a habitat area as indicated by the stratification or layering of different plant communities (e.g., ground cover, shrub layer, and tree canopy); the variety of plant species; and the spacing or pattern of vegetation.

“Structure” means a permanent or temporary edifice or building, or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above, or below the surface of the ground or water, except for vessels.

“Substrate” means the soil, sediment, decomposing organic matter or combination of those located on the bottom surface of the wetland.

“Wetland” or “wetlands” refers to areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including but not limited to irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape 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 nonwetland areas to mitigate the conversion of wetlands or wetland areas preserved as mitigation for the conversion of wetlands.

“Wetland buffer area” means a naturally vegetated and undisturbed, enhanced or revegetated zone surrounding a natural, restored or newly created wetland that is an integral part of a wetland ecosystem, and protects a wetland from adverse impacts to the integrity and value of the wetland. Wetland buffers serve to moderate runoff volume and flow rates; reduce sediment, chemical nutrient and toxic pollutants; provide shading to

maintain desirable water temperatures; provide habitat for wildlife; and protect wetland resources from harmful intrusion.

“Wetland delineation” means a delineation done in accordance with the approved federal wetland delineation manual and applicable regional supplements as provided for in WAC 173-22-035.

“Wetland determination” means a report prepared by a qualified professional that identifies, characterizes and analyzes potential impacts to wetlands consistent with applicable provisions of these regulations. A determination does not include a formal delineation. [Ord. 48-93; Ord. 45-00; Ord. 23-01; Ord. 31-03; Ord. 40-17 § 1; Ord. 40-17A § 1].

Section 2. Richland Municipal Code Section 22.10.185, entitled Fish and wildlife habitat conservation areas, as first enacted by Ordinance No. 40-17, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.185 Fish and wildlife habitat conservation areas.

A. Fish and wildlife habitat conservation areas include the following:

1. Areas where state or federal designated endangered, threatened, and sensitive species have a primary association.

a. Federal designated endangered and threatened species are those fish, wildlife and plant species identified by the U.S. Fish and Wildlife Service and the National Marine Fisheries Service that are in danger of extinction or threatened to become endangered. The U.S. Fish and Wildlife Service and the National Marine Fisheries Service should be consulted as necessary for current listing status.

b. State designated endangered, threatened and sensitive species are those fish, wildlife and plant species native to the state of Washington identified by the State Department of Fish and Wildlife [and/or State of Washington Natural Heritage Program](#), that are in danger of extinction, threatened to become endangered, vulnerable, or declining and are likely to become endangered or threatened in a significant portion of their range within the state without cooperative management or removal of threats. [The State of Washington’s Department of Fish and Wildlife and/or Natural Heritage Program maintains the most current listings and should be consulted as necessary for current state listing status.](#)

[2. State priority habitats and areas associated with state priority species.](#)

[a. State of Washington Priority Habitats and Species are considered priorities for conservation and management. The State of Washington’s](#)

Department of Fish and Wildlife should be consulted for current listing of priority habitats and species.

3. Habitats and species of local importance. The City of Richland hereby adopts by reference those Priority Habitats and Species considered priorities for conservation and management identified by the State Department of Fish and Wildlife and State of Washington Natural Heritage Program as now exist or as may be amended.

4. In addition to the Priority Habitats and Species recognized by WDFW, a process is provided for listing or delisting other habitats and species that are important locally to the people of Richland. This action may be initiated at the request of the Washington State Department of Fish and Wildlife, other government agency, city staff, non-profit organization or interested citizen. Any such request shall be in writing and shall include:

- a. The common and scientific name for a species under consideration;
- b. Habitat location on a map (scale 1:24,000);
- c. Demonstrate a need for special consideration based upon Best Available Science and considering:
 1. Declining or increasing population;
 2. Sensitivity to habitat manipulation; or
 3. Commercial or game value or other special value, such as public appeal.
- d. Habitat management recommendations, including potential uses and restrictions of the habitat areas, seasonally sensitive areas and other guidelines necessary for the protection of the species;
- e. Reasons for the species/habitat to be designated or deleted from designation as a priority habitat or species;
- f. Name and address of the nominator, along with a statement of support for the nomination signed by the owner of the property on which the habitat is located;
- g. Other supporting documentation (as determined by the Administrator);
- h. SEPA Checklist;
- i. Fee, as established by the City of Richland Fee Schedule.

Submitted proposals shall be reviewed by city staff as a Type IV legislative action pursuant to RMC 19.20.010 (D)(2) and RMC Chapter 19.90. Suggested amendments to this Section of the Critical Areas regulations shall be amended no more often than once each calendar year with the deadline for submittal being January 31st. Copies of the proposal shall be submitted to WDFW and/or other local, state or federal agencies or experts for comments and recommendations regarding accuracy of the data and effectiveness of proposed management strategies as part of the public comment period. Approved nominations will be

designated priority habitats/species as appropriate and will be given all protection under this Ordinance afforded other priority habitats and species.

~~2~~ 5. The areas listed as a national wildlife refuge, national park, natural area preserve or any preserve or reserve designated under WAC 332-30-151;

~~3~~ 6. The Yakima River Delta area, including Lake Wallula wildlife habitat areas currently managed by the U.S. Army Corps of Engineers, the Chamna Natural Preserve, Bateman Island;

~~4~~ 7. The Hanford Islands in the Columbia River managed by the U.S. Fish and Wildlife Service;

~~5~~ 8. Amon Creek Natural Preserve;

~~6~~ 9. Badger Mountain Natural Preserve;

~~7~~ 10. Category I wetlands as defined in RMC 22.10.100;

~~8~~ 11. State nature area preserves or natural resource conservation areas and state wildlife areas;

~~9~~ 12. Documented habitat, other than accidental presence, of threatened or endangered species;

~~10~~ 13. Documented habitat, other than accidental presence, of regional or national significance for migrating birds;

~~11~~ 14. Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat;

~~12~~ 15. Waters of the state; and

~~13~~ 16. Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity.

B. Fish and wildlife habitat conservation areas are intended to:

1. Create a system of fish and wildlife habitat with connections between larger habitat blocks and open spaces, integrating with open space corridor planning where appropriate;

2. Limit the level of human activity within such areas that is appropriate for certain areas and habitats, including presence of roads and level of recreation type (passive or active recreation);

3. Protect riparian ecosystems including potential for restoring lost or impaired salmonid habitat;

4. Evaluate land uses that may negatively impact these areas, or conversely, that may contribute positively to their function;

5. Establish buffer zones around these areas to separate incompatible uses from habitat areas;

6. Establish or enhance nonregulatory approaches in addition to regulatory methods to protect fish and wildlife habitat conservation areas.

Section 3. Richland Municipal Code Section 22.10.190, entitled Fish and wildlife habitat conservation area inventory maps, as first enacted by Ordinance No. 48-93, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.190 Fish and wildlife habitat conservation area inventory maps.

To determine the location and extent of fish and wildlife habitat conservation areas, the city shall use current information contained in priority habitats and species maps as maintained by the Washington State Department of Fish and Wildlife. These maps shall be used as a general guide only for the assistance of property owners and other interested parties; 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 article. In the event of any conflict between the habitat location or type shown on maps and the criteria or standards of this article, the criteria and standards resulting from the field investigation shall control.

Recovery plans and management recommendations for many of these species are available from the United States Fish and Wildlife Service, the National Marine Fisheries Service and the Washington State Department of Fish and Wildlife. Additional information is also available from the Washington State Department of Natural Resources, Natural Heritage Program, and Aquatic Resources Program.

It is also possible that unmapped areas may include priority species. If such a species is known to exist within an unmapped area, the type, extent and boundaries of this area shall be determined by a qualified professional.

Section 4. Richland Municipal Code Section 22.10.200, entitled Requirements for habitat conservation area reports, as first enacted by Ordinance No. 48-93, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.200 Requirements for habitat conservation area reports.

When development is proposed within a fish and wildlife habitat conservation area [or its buffer, or where development is proposed to be located adjacent to a fish and wildlife habitat conservation area or its buffer so as to likely impact critical area ecosystem functions and values](#), a habitat conservation report shall be prepared consisting of the following:

A. The report shall be prepared by a qualified professional [using the best available science](#);

B. The area addressed in any report for a fish and wildlife habitat conservation area shall include the project area and adjacent lands within 300 feet of the project boundaries to account for potential buffers that may not be accurately mapped at the time of application. Further the report shall identify all habitat conservation areas, shorelines, floodplains, other critical areas and related buffers;

C. A habitat conservation report shall include an assessment to evaluate the presence or absence of priority habitat. At a minimum the habitat assessment shall include:

1. Detailed description of vegetation on and adjacent to the project area~~;~~, including the existence or non-existence of plant species native to the state of Washington identified by the State of Washington Natural Heritage Program that are in danger of extinction, threatened to become endangered, vulnerable, or declining and are likely to become endangered or threatened in a significant portion of their range within the state without cooperative management or removal of threats;
2. Identification of any priority species and habitats (PHS) or any endangered, threatened, sensitive or candidate species and any species of local concern that have a primary association with habitat on or adjacent to the project area, and assessment of potential project impacts to the use of the site by the species;
3. A discussion of any federal, state or local special management recommendations, including Department of Fish and Wildlife habitat management recommendations, that have been developed for species or habitats located on or adjacent to the project area;
4. A discussion of measures, including avoidance, minimization and mitigation proposed to preserve existing habitats or restore any habitat that was degraded prior to the current proposed land use activity and to be conducted in accordance with RMC 22.10.220 (mitigation sequencing);
5. A discussion of ongoing management practices that will protect habitat after the project site has been developed, including proposed monitoring and maintenance programs;
6. When warranted, the administrator may require detailed surface and subsurface hydrologic features both on and adjacent to the site;

D. Habitat conservation area reports shall be forwarded to the Washington Department of Fish and Wildlife and local Native American Indian Tribes to provide them with an opportunity to comment on the adequacy and accuracy of the report;

E. The administrator may waive the requirement for the preparation of a habitat conservation area report upon a determination that by reason of previous development that the proposed project site does not provide functional habitat. Such waiver shall be made in writing and a copy shall be provided to the Washington State Department of Fish and Wildlife.

Section 4. Richland Municipal Code Section 22.10.210, entitled Fish and wildlife habitat conservation area – Performance standards, as first enacted by Ordinance No. 48-93, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.210 Fish and wildlife habitat conservation area – Performance standards.

Development or any regulated activity occurring within a designated habitat conservation area or within its respective protection buffer, or development or any regulated activity proposed to occur adjacent to, or close enough to, a habitat conservation area so as to likely impact critical area ecosystem functions and values, shall only be permitted in accordance with the conditions of an approved habitat conservation area report. Such report shall be based on the following standards using the best available science:

- A. Consider habitat in site planning and design;
- B. Locate buildings and structures in a manner that preserves and minimizes adverse impacts to important habitat areas, including use of bird-friendly building design and use of dark sky lighting standards;
- C. Integrate retained habitat into open space and native plantings, consistent with the provisions of all open space and landscaping requirements;
- D. Activity within or close to a habitat conservation area shall not result in the degradation of the functions and values of the habitat;
- E. Nonindigenous species shall not be introduced into a habitat conservation area;
- F. Contiguous corridors through a project area shall be maintained. Measures necessary to mitigate impacts within a habitat conservation area shall attempt to achieve contiguous functioning habitat corridors in order to minimize the isolating effects of development on habitat;
- G. Identify habitat contiguous to other habitat areas, open space or landscape areas to contribute to a continuous system or corridor that provides connections to adjacent habitat areas and allows movement of wildlife;
- H. Use native species in any landscaping of disturbed or undeveloped areas and in any enhancement of habitat areas;
- I. Emphasize heterogeneity and structural diversity of vegetation in landscaping and food producing plants beneficial to wildlife;
- J. Riparian corridors shall meet the minimum requirements as established in RMC Title 26 and wetland buffer requirements as established in RMC 22.10.110;

K. Activities within a habitat conservation area shall be conditioned as identified in the habitat conservation area report to minimize or mitigate potential adverse impacts. Conditions may include, but are not limited to, the following measures:

1. Establishment of undisturbed habitat areas;
2. Staking of undisturbed habitat areas prior to any construction, including clearing, grading and filling taking place on site;
3. Fencing of undisturbed habitat areas in a manner consistent with the provisions of RMC 22.10.115(H);
4. Temporary erosion and sedimentation controls, pursuant to an approved plan, shall be implemented during construction;
5. Preservation of critically important vegetation;
6. Supplemental planting of native tree or shrub cover;
7. Removal and/or control of any noxious or undesirable species of plants and animals;
8. Preservation of significant trees and/or snags, preferably in groups, consistent with achieving the objectives of these standards;
9. Replanting of disturbed areas and/or areas where noxious weed species were removed with native vegetation types, including ongoing plans for weed control and irrigation as appropriate;
10. Limitation of access to an identified habitat area, including fencing to deter unauthorized access;
11. Seasonal restriction on construction activities;
12. Implementation of a schedule for periodic review of completed mitigation measures for a specified time period;
13. Posting of a bond or other financial surety to ensure completion and success of proposed mitigation measures. Such bond or other security device shall be required to assure successful establishment of required planting for an appropriate monitoring period. The amount of the bond or other security device shall equal 125 percent of the cost of the mitigation project for a period of five years. The administrator may agree to reduce the bond in phases in proportion to work successfully completed over the period of the bond.

Section 5. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____



File No. EA2018-128

CITY OF RICHLAND
Determination of Non-Significance

Description of Proposal: Text amendment to RMC Sections 22.10.040, 22.10.185, 22.10.200 & 22.10.210 - Critical Areas, to comply with the Growth Management Hearings Board Final Decision and Order concerning Case No. 17-1-0006.

Proponent: City of Richland

Location of Proposal: City Wide Code Amendment

Lead Agency: City of Richland

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

☐ There is no comment for the DNS.

☐ This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for fourteen days from the date of issuance.

☒ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Responsible Official: Mike Stevens

Position/Title: Planning Manager

Address: 505 Swift Boulevard, Richland, WA 99352

Date: January 14, 2019

Signature _____

SEPA ENVIRONMENTAL CHECKLIST

UPDATED 2014

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. background

1. Name of proposed project, if applicable: 2018 RMC CAO Text Amendment

Amend Sections 22.10.040, 22.10.185, 22.10.200 and 22.10.210 - Critical Areas.

2. Name of applicant:

City of Richland

3. Address and phone number of applicant and contact person:

**City of Richland Planning Division
Mike Stevens, Planning Manager
505 Swift Boulevard, MS #35
Richland, WA 99352
509-942-7596**

4. Date checklist prepared:

December 18, 2018

5. Agency requesting checklist:

City of Richland

6. Proposed timing or schedule (including phasing, if applicable):

We hope to implement the proposed amendments by March 2019.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No, these code amendments stand alone. Further activity related to this proposal would be project-specific, whereas this is a non-project action.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

None other than existing environmental documents prepared during the initial review/adoption of Ordinance No. 40-17.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

No. This proposal is a non-project action.

10. List any government approvals or permits that will be needed for your proposal, if known.

None. This proposal is a non-project action.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Amend RMC Sections 22.10.040, 22.10.185, 22.10.200 and 22.10.210 - Critical Areas to be compliant with the Growth Management Hearings Board Final Decision and Order concerning Case No. 17-1-0006 .

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or

boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

This is a non-project action. The proposed text amendments would apply to properties within the city limits of Richland.

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. General description of the site(s):
(circle one): Flat, rolling, hilly, steep slopes, mountainous,
other _____

Not applicable- this is a non-project action.

- b. What is the steepest slope on the site (approximate percent slope)?

Not applicable- this is a non-project action. However, the slopes within the City of Richland vary from very flat to relatively steep (+/- 10%).

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Not applicable- this is a non-project action. Refer to the "Soil Survey Benton County Area, Washington" published by the USDA, July 1971 for detailed soils information.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Within the City of Richland, there are a few areas designated under our Critical Areas Ordinance as an Erosion Hazard Area. However, this is a non-project action and any potential projects that come about because of these code amendments would still need to follow the Critical Areas Ordinance.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Not applicable- this is a non-project action.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Not as part of this code amendment, as it is a non-project action.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Not applicable- this is a non-project action. However, development proposals are reviewed for consistency with local, state and federal stormwater runoff regulations.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Not applicable- this is a non-project action.

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Not applicable- this is a non-project action.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Not applicable- this is a non-project action.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Not applicable- this is a non-project action.

3. Water

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Not applicable- Non-project action. The Yakima River, Columbia River and several irrigation canals and wetlands are located within the City of Richland's municipal boundaries.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Not applicable- this is a non-project action.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable- this is a non-project action.

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

Not applicable- this is a non-project action.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Portions of the City of Richland are located within the 100-year floodplain.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Not applicable- this is a non-project action.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Not applicable- this is a non-project action.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Not applicable- non-project action.

c. Water runoff (including storm water):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Not applicable- non-project action.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

Not applicable- non-project action.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Not applicable- non-project action.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Not applicable- non-project action.

4. Plants

Check the types of vegetation found on the site: **Not applicable- non-project action.**

- ___deciduous tree: alder, maple, aspen, other
- ___evergreen tree: fir, cedar, pine, other
- ___shrubs
- ___grass
- ___pasture
- ___crop or grain
- ___Orchards, vineyards or other permanent crops.
- ___wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ___water plants: water lily, eelgrass, milfoil, other
- ___other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Not applicable- non-project action.

- c. List threatened and endangered species known to be on or near the site.
Not applicable- non-project action.
- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:
Not applicable- non-project action.
- e. List all noxious weeds and invasive species known to be on or near the site.
Not applicable- non-project action.

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.
Not applicable- non-project action.

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other:

- b. List any threatened and endangered species known to be on or near the site.
Not applicable- non-project action.
- c. Is the site part of a migration route? If so, explain.
Not applicable- non-project action.
- d. Proposed measures to preserve or enhance wildlife, if any:
All future development must comply with these updated regulations for Fish and Wildlife Habitat area protection.
- e. List any invasive animal species known to be on or near the site.
Not applicable- non-project action.

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.
Not applicable- non-project action.
- b. Would your project affect the potential use of solar energy by adjacent properties?
If so, generally describe.
Not applicable- non-project action.

c. What kinds of energy conservation features are included in the plans of this proposal?

List other proposed measures to reduce or control energy impacts, if any:

Not applicable- non-project action.

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. ***Not applicable- non-project action.***

1) Describe any known or possible contamination at the site from present or past uses.

Not applicable- non-project action.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

Not applicable- non-project action.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Not applicable- non-project action.

4) Describe special emergency services that might be required.

Not applicable- non-project action. To be evaluated at time of permit application.

5) Proposed measures to reduce or control environmental health hazards, if any:

Not applicable- non-project action. To be evaluated at time of permit application.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Not applicable- non-project action.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

There would be no noise created associated directly with this non-project application.

3) Proposed measures to reduce or control noise impacts, if any:

Not applicable- non-project action. To be evaluated at time of permit application.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Not applicable- non-project action.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

Not applicable- non-project action.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Not applicable- non-project action.

c. Describe any structures on the site.

Not applicable- non-project action.

d. Will any structures be demolished? If so, what?

Not applicable- non-project action.

e. What is the current zoning classification of the site?

Not applicable- non-project action. The current zoning throughout the city varies.

f. What is the current comprehensive plan designation of the site?

Not applicable- non-project action. These proposed amendments will not impact the comprehensive plan designation in any way.

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable- non-project action.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

The City contains numerous areas designated as a "critical area". The proposed update to the Critical Area regulations is being done to ensure consistency with current state requirements.

i. Approximately how many people would reside or work in the completed project?

Not applicable- non-project action.

j. Approximately how many people would the completed project displace?

Not applicable- non-project action.

k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable- non-project action.

- L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Not applicable- non-project action.

- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

There are no agricultural and forest lands of long-term commercial significance within the city of Richland.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Not applicable- non-project action.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Not applicable- non-project action.

- c. Proposed measures to reduce or control housing impacts, if any:

Not applicable- non-project action.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Not applicable- non-project action.

- b. What views in the immediate vicinity would be altered or obstructed?

Not applicable- non-project action.

- c. Proposed measures to reduce or control aesthetic impacts, if any:

Not applicable- non-project action.

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Not applicable- non-project action.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

Not applicable- non-project action.

- c. What existing off-site sources of light or glare may affect your proposal?

Not applicable- non-project action.

- d. Proposed measures to reduce or control light and glare impacts, if any:

Not applicable- non-project action.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Not applicable- non-project action. Throughout the city of Richland, there are numerous parks and multiple trails.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

No. The proposed code amendments would not displace any existing recreational uses.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Not applicable- non-project action.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

Not applicable- non-project action.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

Not applicable- non-project action.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Not applicable- non-project action.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Not applicable- non-project action. To be evaluated at time of permit application.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Any new development impacted by the proposed code amendment will still be required to meet City of Richland code regarding public streets and highways. Access to the existing street system is not applicable at this time, and will be evaluated at time of site-specific permit application.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

Not applicable- non-project action.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

Not applicable- non-project action.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

Not applicable- non-project action. To be evaluated at time of permit application.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No. Not applicable- non-project action.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Not applicable- non-project action. This will be evaluated at time of permit application.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

Not applicable- non-project action.

- h. Proposed measures to reduce or control transportation impacts, if any:

Not applicable- non-project action.

15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Not applicable- non-project action. To be evaluated at time of permit application.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

Not applicable- non-project action.

16. Utilities

- a. Circle utilities currently available at the site: ***Not applicable- non-project action.***

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Not applicable- non-project action.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Darin K. Arrasmith

Name of signee _____

Darin K. Arrasmith

Position and Agency/Organization _____

Planner

Date Submitted: 12/18/18

D. supplemental sheet for nonproject actions

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposed changes to the code will not result in any increased discharges to water, air, hazardous substances, and noise. If anything, the regulations contained within the proposed amendment will further reduce the possibility of discharges.

Proposed measures to avoid or reduce such increases are:

Compliance with state requirement to amend the regulations to meet "Best Available Science" requirement.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

In and of itself, this proposal will not affect plants, animals, fish, or marine life. This is a minor text change only. However, utilizing the regulations within the updated Critical Areas Ordinance will likely result in fewer impacts to plants, animals and fish based upon requirements of "Best Available Science".

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Meet requirements to utilize "Best Available Science" and to ensure consistency with local, state and federal environmental regulations.

3. How would the proposal be likely to deplete energy or natural resources?

There will be no depletion of energy or natural resources from this proposal.

Proposed measures to protect or conserve energy and natural resources are:

None at this time.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposed amendments to the Richland Municipal Code will likely further reduce possible impacts to environmentally sensitive areas or areas designated for governmental protection as each project submitted for review is evaluated at the time of permit application for such

impacts by these updated regulations. These updated regulations will ensure consistency between the Critical Areas Ordinance and Richland Shoreline Master Program for those areas designated as such.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Ensure consistency between regulations and comply with "Best Available Science" requirements.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposed code amendments will not affect land and shoreline uses or make them incompatible with existing plans. Rather, the proposed amendments to the Critical Areas regulations will ensure consistency with the City's Shoreline Master Program and Goals and Policies of the City's 2017 Update to its Comprehensive Plan.

Proposed measures to avoid or reduce shoreline and land use impacts are:

The proposed amendments to the Critical Areas regulations will ensure consistency with the City's Shoreline Master Program and Goals and Policies of the City's 2017 Update to its Comprehensive Plan.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposed amendment will not increase demands on services and utilities. All development must conform to Richland Municipal Code regarding building the infrastructure necessary to handle the proposed development. This is a minor text change only.

Proposed measures to reduce or respond to such demand(s) are:

None.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

This proposal should not conflict with any local, state, or federal laws or requirements for the protection of the environment.



**CITY OF RICHLAND
NOTICE OF PROPOSED CODE AMENDMENT AND
REQUEST FOR PUBLIC COMMENT
(CA2018-103)**

Notice is hereby given that the City of Richland is soliciting input regarding an amendment to the City's Critical Areas Ordinance as a result of the Growth Management Hearings Board Final Decision and Order concerning Case No. 17-1-0006.

A copy of the proposed changes to the Critical Areas Ordinance are available to the public and can be viewed in the Development Services Division Office (840 Northgate Drive) or at the City of Richland website www.ci.richland.wa.us.

Any person desiring to express his/her views regarding this proposed code amendment should notify Mike Stevens, Planning Manager, 840 Northgate Drive, P.O. Box 190, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to mstevens@ci.richland.wa.us. Written comments regarding the proposed code amendment should be received no later than 5:00 p.m. on Friday, November 30, 2018.

A Planning Commission Workshop will be held at 6:00 p.m., Wednesday, December 12, 2018 in the City Manager's Conference Room located at 975 George Washington Way, in order to review the public comments received. All interested parties are invited to attend; however public testimony will not be allowed. Additional opportunity to provide comment and a formal public hearing will be held at a later date.

Stevens, Mike

From: Ritter, Michael W (DFW) <Michael.Ritter@dfw.wa.gov>
Sent: Thursday, November 29, 2018 9:00 AM
To: Stevens, Mike
Subject: RE: City of Richland CAO Update

Mike,
Thanks for the opportunity to review the draft language in 22.10.185, 22.10.190, 22.10.200, 22.10.210, 22.10.220, and 22.10.040.

Order 1.

The draft language includes reference to DNR Natural Heritage Program and supports existing language (WDFW PHS) for consideration of listed and sensitive species.

Also 22.10.185 (3) specifically designates and defines habitats and species of local importance

Order 2.

The draft language does not provide a method to nominate species/habitats of local importance. 22.10.185 (3) provides the draft language "...or as may be amended," which implies that additional species/habitats of local importance may be added/considered.

I am not sure that a nomination process should/could be included in Richland Code, but a process could certainly be referenced. City, WDFW, interested parties might need to meet to develop a nomination process.

Or, maybe the city has an annual public request for nominations of new species/habitats of local importance. These nominations would then be reviewed by the city/wdfw/other?

Or maybe the city already has a process that I am not aware of

Order 3.

Is supported by buffer distances from published reports that used BAS to develop buffer distances. The draft language provides what is required to be considered within the buffer for potential impacts.

Contact me with any questions.

Mike

Michael Ritter
Fish and Wildlife Area Habitat Biologist
Washington Department of Fish and Wildlife
2620 N. Commercial Ave
Pasco, WA 99301
509-543-3319 (office)
509-380-3028 (cell)

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Thursday, November 29, 2018 8:10 AM

November 23, 2018

From: Patrick Paulson and Laurie Ness

2253 Davison Avenue

Richland WA 99354

Patrick_paulson@acm.org

Pennifurs.mom@gmail.com

To: City of Richland Planning Staff

**RE: Protecting FWHCA associated with Category 1 wetlands, waters of the state, and small ponds
And FWHCA designated by Location**

These comments pertain to Fish and Wildlife Habitat Conservation Areas (FWHCA) which either 1) are named as places in the CAO and /or should have geographical boundaries identified within the CAO, or 2) are waters of the state, including Category I wetlands and small ponds.

We see at least 3 issues with the draft language that leave these areas insufficiently protected from development activity which may occur within or outside of these areas, leaving the CAO out of compliance with the Board's order. In brief, these issues are:

1. The geographical boundaries of these FWHCAs are insufficiently specified
2. No protective buffers are specified for these FWHCAs
3. The protection provided for these FWHCA by the "Habitat Conservation Report" and "Performance Standards" provide no more protection for these areas than for any other part of the City: only areas designated as FWHCA under paragraphs 1-3 of RMC 22.10.185.A¹ that lie within these areas will be protected.

In addition, we note a textual correction: RMC 22.10.185.A.10 should read "State natural area preserves" rather than "State nature area preserves".

Boundaries and protective buffers are discussed in Section 3 below and Section 4 address the lack of buffers. Section 5 discusses how the habitat management report fails to identify habitat functions and values associated with FWHCA that are not associated with Priority Habitats and Species (PHS), Endangered, Threatened and Sensitive species (ETS), or habitats and species of local importance as determined locally (HSLI).

The deficiencies of the habitat conservation report and performance standards will be taken up in a different document. The next section discusses general characteristics of FWHCAs which are designated by named location.

All of these FWHCA are established in order to provide these areas with greater protections not provided by 22.10.185.A paragraphs 1-3 and 14-15.

Consider national wildlife refuge land, designated as FWHCA by RMC 22.10.185.A.4. It is natural to assume that the purpose of this designation is to protect game species and other species that one would naturally expect to occur within a wildlife refuge.

Likewise, consider Category I wetlands. These wetlands are already protected as critical areas elsewhere in the CAO; here they are also designated as FWHCA. As with national wildlife refuge lands the intent must be to

¹ RMC references are to the Draft CAO

protect functions and values of these wetlands that are not protected either by being designated as a wetland, or by designation of any areas within the wetland as an FWHCA of “primary association”.

1. FWHCA Designated by Location

The areas discussed here are designated as FWHCA by RMC 22.10.185.A.4-8,10:

- The areas listed as a national wildlife refuge, national park, natural area preserve or any preserve or reserve designated under WAC 332-30-151
- The Yakima River Delta area, including Lake Wallula wildlife habitat areas currently managed by the U.S. Army Corps of Engineers, the Chamna Natural Preserve, Bateman Island;
- The Hanford Islands in the Columbia River managed by the U.S. Fish and Wildlife Service;
- Amon Creek Natural Preserve;
- Badger Mountain Natural Preserve; and
- State natural area preserves or natural resource conservation areas and state wildlife areas;

These all have known geographical coordinates and boundaries, unlike the FWHCA designated by RMC 22.10.185.A paragraphs 1-3 and 14-15

2. Assumptions made about habitat conservation functions and values to be protected in specific FWHCA

2.1 “The areas listed as a national wildlife refuge, national park, natural area preserve or any preserve or reserve designated under WAC 332-30-151” and “The Hanford Islands in the Columbia River managed by the U.S. Fish and Wildlife Service”

The McNary NWR web pages mention the following species and habitats that the refuge protects, including waterfowl, shorebirds, colonial nesting water-birds, peregrine falcon, and cottonwoods and riparian areas.

2.2 The Yakima River Delta area, including Lake Wallula wildlife habitat areas currently managed by the U.S. Army Corps of Engineers, the Chamna Natural Preserve, Bateman Island;

These areas are abundant in songbirds, waterfowl, salmonids, and mammals. The entire area could serve as a riparian corridor that connects and allows for movement of wildlife.

2.3 Amon Creek Natural Preserve

The *Wildlife Report for the Rachel Road Alignment Study in Richland, Benton County, Washington*² contains inventories of species recorded within the preserve. The report mostly considers possible affects to ETS and PHS species. But, as argued above, the City’s designation of the Preserve as FWHCA is intended to provide additional protection to the area beyond what would be provided for areas associated with ETS and PHS habitats and species. Some of the more vulnerable non-PHS species noted in the report are Swainson’s Hawk, Black-crowned Night Heron, and Yellow-headed Blackbird. Several species that occur regularly within the preserve are rare outside the preserve area within Richland; these include Virginia Rail, Mink, Wilson’s Snipe, Black-capped Chickadee, Otter, and Cinnamon Teal.

² <https://www.ci.richland.wa.us/home/showdocument?id=4416>

2.4 *Badger Mountain Natural Preserve*

Features unique to this Preserve include the potential for unfragmented shrub steppe.

Species that occur within the Preserve³ but that are uncommon outside of the Preserve include Lark Sparrow, Horned Lark, Meadow Lark, Black-billed Magpie, Common Raven, Chukar, Common Poorwill, Sage Thrasher, Common Nighthawk, Lazuli Bunting, and Black-throated Sparrow. (This is bird-centric, but that's what we have data for through eBird).

2.5 *Category I wetlands, small ponds under 20 acres, and waters of the state*

RMC 22.10.185.A.13 designates "Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat;". It is clear that the intention is to protect any fish within the pond and, presumably, any wildlife such as nesting songbirds, waterfowl, and native mammals, just as in the FWHCA such as the Amon Creek Natural Preserve.

Activities will be regulated within the buffers of Category I wetlands. But if habitat functions and values are to be protected additional FWHCA buffers should be specified and overlaid onto the wetland protections to ensure areas associated with wetland-associated species, such as Yellow-headed Blackbird, are protected during nesting season.

"Waters of the state" encompasses wetlands but also water-courses and riparian areas. FWHCA buffers backed by BAS should be assigned to these areas, such as stream typing or similar.

3. **Geographic Boundaries Insufficiently Specified**

For those FWHCA with boundaries set by Richland – Amon Creek Natural Preserver, Badger Mountain Natural Preserve, and the "Yakima River Delta", a list of parcels that are included in the area should be specified somewhere and the CAO should indicate how these boundaries can be located through City resources.

For FWHCA with boundaries set by other agencies, such as national wildlife refuges and "state nature area preserves", the CAO should specify how to obtain the boundaries of these areas from appropriate agencies. For example, the National Wildlife Refuge Locator⁴ could be referenced as a source for national wildlife refuge boundaries. Washington's Department of Natural Resources has a list of natural area preserves⁵.

Since the boundaries of these areas *can* be determined the CAO should require that their boundaries are indicated on the City's Critical Areas Map for easy reference by planners, developers, agencies, and citizens.

4. **No protective buffers are specified for these FWHCAs**

In order to protect the functions and values of the areas discussed in Section 2, the CAO should explicitly appropriate buffers for each type FWHCA it designates; these buffers should be based on BAS and the habitat functions and values to be protected for the designated FWHCA. Buffers should be sufficient to ensure a habitat conservation report is created for any activity that could affect functions and values of FWHCA.

³ <https://ebird.org/hotspot/L4837764?yr=all&m=&rank=mrec>

⁴ <https://www.fws.gov/refuges/refugelocatormaps/>

⁵ <https://www.dnr.wa.gov/managed-lands/natural-areas/natural-area-preserves>

Based on the habitat functions and values that the areas possess, we propose some minimum buffer widths for these FWHCAs. Since we assume that these areas are meant to preserve functions and values beyond the protection of PHS and ETS species we base our recommendations on other sources of BAS, notably *Nesting Birds: Species-Specific Buffers for PG&E Activities*⁶

- 4.1 *"The areas listed as a national wildlife refuge, national park, natural area preserve or any preserve or reserve designated under WAC 332-30-151" and "The Hanford Islands in the Columbia River managed by the U.S. Fish and Wildlife Service"*

Most waterfowl require a 100 ft. protective buffer. California Gull, however, require a 150 ft. buffer and they are colonial nesters on the Hanford Islands. Therefore a 150 ft. buffer should be the provided for these FWHCA.

- 4.2 *The Yakima River Delta area, including Lake Wallula wildlife habitat areas currently managed by the U.S. Army Corps of Engineers, the Chamna Natural Preserve, Bateman Island;*

A 300 ft. buffer should be provided to protect any potential riparian areas around the FWHCA.

- 4.3 *Amon Creek Natural Preserve and Badger Mountain Natural Preserve*

Most of the species within the Amon and Badger Creek Preserves require a 75 or 100 ft. buffer during nesting season; therefore a 100 ft. buffer should be established around these Preserves.

Additional considerations, however, should be made for Amon Creek Natural Preserve. Yellow-headed Blackbird require a 350 ft. buffer; known nesting sites for this species should be evaluated to ensure that the 100 ft. overall buffer will be sufficient. Cooper's and Sharp-shinned Hawks require a 300 ft. buffer and known nesting sites for them should also be evaluated.

Swainson's Hawk requires a 2,640 ft. buffer; since this is probably too high for a buffer distance around all of the preserve areas. Known nesting sites should be identified by the City and used to trigger habitat assessment reports that would not otherwise be triggered by the standard 100 ft. buffer.

- 4.4 *Category I wetlands, small ponds under 20 acres, and waters of the state*

Appropriate buffers should be created for riparian areas associated with waters of the state; these might be based on stream type. Category I wetlands and small ponds should be assigned FWHCA buffers in addition to any wetland buffer requirements. These buffers should be sufficient to ensure that a habitat associated with native species such as songbirds, waterfowl, and mammals are protected.

5. Habitat Conservation Report and Performance Standards Insufficient

The requirements for the Habitat Conservation Report described in the Draft RMC 22.10.200 are insufficient with regards to the following types of areas designated as FWHCA by RMC 22.10.185.A:

- Any area designated by specifying geographical boundaries, including those FWHCA designated by paragraphs 4-8 and paragraph 10.

⁶ http://www.cpuc.ca.gov/environment/info/panoramaenv/Fulton-Fitch/Application/Appendix_E_Birds.pdf

- Category I wetlands, naturally occurring ponds under 20 acres, and waters of the state (paragraphs 9, 13, and 14)

The requirements for habitat conservation reports are crucial because the protective measures prescribed by the performance standards for FWHCA (RMC 22.10.210) are “conditioned *as identified in the habitat conservation area report* to minimize or mitigate potential adverse impacts” (our emphasis). This implies that any habitat not identified by the report need not be protected.

As we show above, the CAO designates these areas as FWHCA in order protect native habitat and species associated with these areas. In order to protect these functions and values, habitat conservation reports should identify native habitats and species with a primary association for these FWHCA that development activities might impact.

Protecting Critical Areas

Patrick Paulson and Laurie Ness

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Acronyms

BAS - Best Available Science.....	1, 3, 5, 6, 7, 8, 9, 10, 12, 18
CAO - Critical Areas Ordinance	1, 2, 3, 4, 5, 6, 7, 10, 11, 14
DL -Designation by Location.....	7
DR - Designation by Rule.....	7
ETS - Endangered, Threatened, or Sensitive	4, 10, 11
FDO - Final Decision and Order	2
FWHCA - Fish and Wildlife Habitat Conservation Area...	1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 14, 15, 18
GMA - Growth Management Act.....	1, 2, 3, 4, 6, 7
NWI - National Wetlands Inventory	11
PHS - Priority Habitats and Species.....	7, 8, 9, 10, 11
WDFW - Washington Department of Fish and Wildlife.....	5, 7, 11, 12, 18, 19
WDOC – Washington Department of Commerce.....	5
WNHP - Washington Natural Heritage Program.....	11

1. Introduction

1.1 Summary

This document provides approaches to protect the functions and values of Fish and Wildlife Habitat Conservation Areas (FWHCA). It also provides methods to determine when proposed an activity requires a Habitat Conservation (HC) Report to determine if the activity would impact ecosystem functions and values of a FWHCA.

Main points addressed are:

1. FWHCA designated by a place name, such as Amon Creek Natural Preserve, should be located and mapped on the Critical Areas Map;
2. The Critical Areas Ordinance (CAO) must clearly specify what methods the City will use to determine if a Habitat Conservation Report will be required for proposed activities. That is, the CAO must specify *triggers* for requiring Habitat Conservation Area reports;
3. The term *buffer*, when applied to FWHCA, should usually be interpreted as a *trigger distance*. These buffers don't specify areas where activities are regulated but instead specify areas within which all activity require a habitat conservation report.
4. The current requirements for Habitat Conservation Reports and performance standards fail to adequately protect some types of FWHCA designated by the CAO.

This document provides references to Best Available Science (BAS that specify minimum distances required to ensure that proposed development activities do not adversely affect functions and values of FWHCAs.

The primary contributions of this document are

- A framework for understanding the purpose of FWHCA *buffers* is to *trigger* Habitat Conservation Reports;
- The argument that the Habitat Conservation Report requirements fail to protect functions and values for all FWHCAs;
- The argument that trigger distances for HC reports must be based on the particular habitat functions a designated FWHCA is intended to protect;
- Clear distinctions between FWHCA designated by place name/*location* as opposed to those designated by *rule*; and
- How triggers are designed for each type of FWHCA; and
- The concept of "trigger optimization" to limit amount of staff time and developer cost spent on unnecessary HC Reports.

1.2 Purpose

This material is of interest to the Planning Commission because the Growth Management Act (GMA) Hearings Board's finding Richland's current Critical Areas Ordinance (CAO), adopted by Richland Ordinance 40-17, is out of compliance with the GMA. The Board determined that the CAO was out of compliance in three areas. Two of those areas involve the failure to designate

FWHCA as required by the GMA. This document deals with the third area of non-compliance raised by the Board: the failure to adequately protect FWHCA from impacts¹.

1.3 Scope

This document is concerned with *protection* of designated FWHCA; it does not address the areas where Richland was found out-of-compliance because of failure to designate FWHCA to protect state-listed plants, high-quality ecosystems, or habitats and species of local importance.

¹ The Board's Final Decision and Order (FDO) noted that

In adopting Ordinance 40-17, Richland chose to protect against loss of the functions and values of the ecosystem by requiring a "habitat conservation report" when "development is proposed within a fish and wildlife habitat conservation area." Under the CAO [Ordinance 40-17], the requirement to prepare a habitat conservation report is not triggered when a proposed development is located in the buffer adjacent to the FWHCA or, if there is no buffer, located adjacent to the FWHCA boundary so as to impact Critical Area ecosystem functions and values. *Laurie Ness & Patrick Paulson. v. City Of Richland*, EWGMHB Case #17-1-0006, Final Decision and Order (June 7, 2018), p. 11.

And that:

... challenged Ordinance 40-17 applies protections from development projects occurring "*within*" FWHCA but fails to apply those protections to proposed development located *adjacent* to the FWHCA where the *science shows that proposed development would harm ecosystem functions and values* of the FWHCA [Our emphasis]. *Ibid.* p. 12.

The Board's Order found that:

1. The GMA requires cities and counties to include the Best Available Science to protect against the loss of ecosystem functions and values resulting from activities occurring within or outside of Critical Areas where the science shows that proposed development would harm ecosystem functions and values of the FWHCA.
2. The City of Richland failed to include the Best Available Science where, under RMC 22.10.200, a required habitat conservation report is triggered only for development proposals occurring "*within*" a FWHCA but is not triggered for development proposals occurring in the adjacent buffer or close to the FWHCA so as to impact ecosystem functions and values of the FWHCA.
3. RMC 22.10. 210(D) protects against degradation of ecosystem functions and values resulting from activities occurring within the FWHCA but fails to protect against degradation of ecosystem functions and values resulting from activities occurring just outside of FWHCA boundaries where the science shows that proposed development would degrade ecosystem functions and values of the FWHCA. *Ibid.* pp. 12-13.

1.4 Document Overview

Section 2 summarizes the policy recommendations resulting from the discussions and contributions presented in the rest of the document. These recommendations can be used to update existing regulations so they adequately designate and protect fish and wildlife habitat. Section 3 discusses GMA requirements regarding CAOs and introduces terminology that will be used throughout the document. Section 4 addresses guidance from state agencies on how to comply with the GMA requirements, sources of Best Available Science to include in order to comply with the GMA, and reviews CAO for other jurisdictions.

Sections 5, 6, and 7 give a workable framework for HC Report triggers that can be used to optimize triggers while ensuring that habitat functions are protected as required by the GMA. Section 5 provides frameworks for understanding habitat report triggers and introduces trigger optimization. Section 6 lists *trigger distances* (one of the elements needed for a HC Report triggers) necessary to protect habitat value, based on BAS. Section 7 completes the trigger definitions for FWHCA by outlining how to determine appropriate *trigger areas* for each type of FWHCA designated by Richland's CAO.

While we make a general assumption that FWHCA will be protected by the CAO if habitat reports are triggered when necessary, Section 8 argues the values and functions of FWHCA designated by *location* will not be protected by the CAO because of deficiencies in the Habitat Conservation Report requirements. Finally, Section 9 provides additional sources of BAS to be considered by the Commission, Council, and Planning Staff as they move the CAO towards compliance with the GMA.

2. Summary of Policy Recommendations

The policy recommendations given here reflect the findings given in this document.

1. Areas of habitat should be designated explicitly as *geographical areas* or as *areas of primary association*.
2. Geographical habitat areas should
 - a. Have explicit buffers – or trigger distances. Habitat Conservation Reports are required for any activity affecting areas within the distance from the designated FWHCA.
 - b. Require habitat conservation reports to consider impacts to all native species (plant or animal) and habitats within the habitat area
3. For areas of primary association, the CAO should
 - a. Specify the process used to determine what areas of primary association might be impacted by a proposed activity
 - b. Specify for each type of primary association the trigger distances to be used to fire the requirement of a habitat conservation report

3. Preliminaries: Terminology and GMA Requirements

3.1 GMA Requirements

The City is required to protect critical areas as specified by the Growth Management Act (GMA). Protection of critical areas consists of

1. Designating critical areas, and
2. Adopting development regulations that protect the functions and values (FV) of the designated critical areas.

FWHCA are one of the five types of critical areas the GMA requires cities and counties to designate. The functions and values of FWHCA are related to “maintaining populations of species in suitable habitats within their natural geographic distribution so that the habitat available is sufficient to support viable populations over the long term and isolated subpopulations are not created” (WAC 365-190-030.1). We use the term *habitat function* to specify some specific ecological function an area possesses, for example what species is supported by the provided habitat. The *habitat value* of any given area is the sum of the value of the area of all the functions it serves. We often simply use the term *habitat* to refer to habitat function or value.

A particular geographical area can be designated as FWHCA for multiple reasons. An area might be both a water of the state and also be associated with one or more Endangered, Threatened, or Sensitive (ETS) species. Thus, we find it more useful to think in terms of different sets of habitat functions associated with the area; one set is the habitat value associated with “waters of the state”; the others are determined by the ETS species associated with the area. When we think this way area we can identify *all* the functions of the area that are required to be protected by the GMA.

We use the term *geographic area* to refer to a land area with specific boundaries. Using this terminology, then, a FWHCA is a geographic area that provides some habitat function².

3.2 Habitats and Species Designated for Protection

We use the term *protected* habitat or species to refer to habitats and species that the City has used to designate FWHCA. For example, since RMC 22.10.185-1 designates as FWHCA “Areas where state or federal designated endangered, threatened, and sensitive species have a primary association” these species are protected species.

3.3 Protective Measures

Protective measures that a CAO can use to protect habitat value include:

- *Buffers* that limit the types of activities that can be performed in certain areas where they may impact the habitat value HC values and functions some geographic area. Note that this use of the term “buffer” is different from the “trigger distance” for habitat assessment; protective buffers will only be determined once an assessment is completed and so are not useful for determining when assessment is required.

² Don’t want to get ahead of ourselves, but this point causes confusion: note that, as discussed in Section 5.2.1, “designation” does not mean that the CAO *maps* each FWHCA. The location of some designated FWHCA will not be known until a project proposal triggers a Habitat Conservation Report.

- Specifying Best Management practices (BMP)s for activities that are allowed in designated parts of the geographic area. The BMPs must be based on BAS.

Additional measures can be specified in the CAO, such as those given in RMC 22.10.210³

3.4 The Habitat Conservation Report

One of the basic tools given in Richland's CAO for protection of FWHCA is the Habitat Conservation Report which we refer to as the *habitat report* or *report*. Each habitat report considers a specific geographic area with regards to a proposed project and each habitat function provided by the area. The habitat report is prepared by qualified professionals and is reviewed by city staff, citizens, and appropriate federal and state agencies. The report specifies a minimal set of measures necessary to protect the habitat value of the geographic area considered by the report with regard to proposed development activities.

4. BAS and Guidance on FWHCA Assessment Triggers

4.1 Guidance on Assessment Triggers from the Department of Fish and Wildlife (WDFW) and the Department of Commerce (WDOC)

Guidance from the WDOC's *Critical Area Handbook* explicitly addresses this problem and includes suggested code language (Washington State Department of Community 2007):

The [city/ county] shall regulate all uses, activities, and developments within, adjacent to, or likely to affect, one or more critical areas, consistent with the best available science and the provisions herein. Adjacent shall mean any activity located:

On a site immediately adjoining a critical area;

A distance equal to or less than the required critical area buffer width and building setback;

A distance equal to or less than one-half mile (2,640 feet) from a bald eagle nest;
[footnoted: The distance of 2,640 feet is based on the Washington Department of Fish and Wildlife *Management*]

A distance equal to or less than three hundred (300) feet upland from a stream, wetland, or water body; [footnoted: The distance of three hundred (300) feet is based on maximum recommended riparian habitat area width from the Washington Department of Fish and Wildlife *Management Recommendations for Washington's Priority Habitats: Riparian*]

Within the floodway, floodplain or channel migration zone; or

³ *Fish and Wildlife Habitat Conservation Areas – Performance Standards.*

A distance equal to or less than two hundred (200) feet from a critical aquifer recharge area [footnoted: The distance of two hundred (200) feet is a suggested distance to ensure that activities within the critical aquifer recharge area are included under this Chapter, even when the exact boundaries of the critical aquifer recharge area are not known at the time of application]

4.2 How other Jurisdictions Trigger FWHCA Assessments

4.2.1 Ferry County

Other municipalities have CAO language that complies with this requirement. Ferry County had long been out of compliance with the GMA because of similar issues; however, the Board found their current CAO *is* compliant in this regard. Appendix A gives an excerpt of the relevant code from Ferry County's CAO.

While Ferry County's CAO may protect FWHCA it is flawed because of (1) over-reliance on the judgement of the Planning Director; (2) lack of guidance based on BAS for the Planning Director to follow; (3) developers are unable to determine from the CAO whether a project is likely to require an assessment early in their planning process, and (4) lack of opportunity to review decisions made by the Planning Director. These points are further discussed in Section 0 below.

4.2.2 City of Everett

Everett's CAO uses the term "habitats of primary association" to refer to FWHCA designated by the CAO because of the value of the habitat to a protected species. Everett's code also recognizes the distance threshold for habitat reports depends on the habitat function of the area facing impacts.

5. Triggering Habitat Conservation Reports

The creation of a habitat report can be a time and cost intensive activity; these costs are borne by the applicant with no guarantee of a successful application. Therefore, the CAO should specify the minimal set of necessary and sufficient criteria –habitat report *triggers* -- to determine when a project requires a habitat report and the geographic area that must be assessed. When a trigger requires report we say the project *fires* the trigger.

Report triggers should be clearly stated in terms of clear and quantifiable criteria. The triggers should allow staff and developers to easily determine if a proposal fires the trigger. Such triggers will

- Allow staff to determine when an application requires an report without being charged with bias towards allowing or disallowing the proposed activity, and
- Allow developers to formulate proposals that avoid the requirement for the report.

We want to emphasize that triggers are used *only to trigger a habitat report*. In many cases the report will recommend protection measures that will allow the proposed activities to proceed. If the protective measures are too restrictive, there is an option of requiring mitigation measures to compensate for adverse effects to habitat.

5.1 Trigger Optimization

Assuming a habitat report protects habitat function, we can also assume habitat is protected as long as the report trigger fires on any activity that can harm habitat. If we can further ensure that the trigger only fires if habitat *will* be affected—and is easy for staff and developers to apply to proposals in the early stages of planning—we can minimize cost and inconvenience to developers, staff, agencies, and citizens.

The term “trigger optimization” is the process of developing habitat report triggers that are easy to apply, protect habitat, and minimize the generation of unnecessary reports.

5.2 Trigger Definition

A trigger requires two elements, a *trigger area* and a *trigger distance*. The trigger fires for any activity within the trigger distance of a trigger’s area. The trigger distance must be at least the largest buffer distance required to protect some habitat function filled by the trigger’s area.

5.2.1 Trigger Areas

The City designates FWHCAs by identifying all geographic areas that fill some habitat function. This identification can be done 2 ways:

1. The boundaries of a geographic area can be given explicitly in the CAO, or
2. Giving a rule that determines whether a given geographic area provides habitat function.

We refer to the first type of designation as *designation by location* (DL) and to the second type of designation as *Designation by Rule* (DR). Designation by Rule is also referred to as “designation by performance standards”, but we find “designation by rule” easier to understand. Everett’s CAO refers to these areas as “habitats of primary association”. These two types of designation result in different types of triggers.

6. Trigger Distances

Trigger distances for FWHCA must be based on BAS as required by the GMA. The distances are selected to ensure that possible adverse effects to species and habitats protected by the CAO will trigger an HC Report. *Priority Habitats and Species* (PHS) are those habitats and species recognized by WDFW to require protection where ever they occur. Table 1 gives for non-PHS species; these distances mostly apply to nesting birds and are taken from (Pacific Gas And Electric Company 2015). Distances for selected PHS species are given in Table 2. Appendix B gives the BAS used to determine the distances given in Table 2.

Table 1. Trigger distances for Non-PHS Species

Taxon	Common_Name	Scientific_Name	State Status	Federal Status	CART Distance
Bird	Nesting Vaux’s Swift	<i>Chaetura vauxi</i>	C		75 ft.
Bird	Nesting Song Birds (typical)				75 ft.
Bird	Nesting Waterfowl, Rails (typical)				100 ft.
Bird	Nesting Cooper’s Hawk	<i>Accipiter cooperii</i>			300 ft.
Bird	Nesting Red-tailed Hawk	<i>Buteo jamaicensis</i>			250 ft.
Bird	Nesting Swainson’s Hawk	<i>Buteo swainsoni</i>			2,640 ft.

Taxon	Common_Name	Scientific_Name	State Status	Federal Status	CART Distance
Bird	Nesting Black-crowned Night-Heron	<i>Nycticorax</i>			300 ft.
Bird	Nesting American Kestrel	<i>Falco sparverius</i>			200 ft.
Bird	Nesting Prairie Falcon	<i>Falco mexicanus</i>			300 ft.
Bird	Nesting Peregrine Falcon	<i>Falco peregrinus</i>			500 ft.
Bird	Western Screech Owl	<i>Otus kennicottii</i>			200 ft.
Bird	Great Horned Owl	<i>Bubo virginianus</i>			300 ft.
Bird	Long-eared Owl	<i>Asio otus</i>			300 ft.
Bird	Bank Swallow	<i>Riparia riparia</i>			100 ft.
Bird	Yellow-headed Blackbird	<i>Xanthocephalus xanthocephalus</i>			350 ft.

Table 2. Suggested Trigger distances for selected PHS species occurring in Benton County. Species occurrence compiled from compiled from Appendix D of (Azerrad et al. 2009) . Trigger distances are omitted when not applicable, see notes in Appendix B.

Taxon	Common_Name	Scientific_Name	SGCN	PHS	State Status	Federal Status	Trigger Distance
Bird	Burrowing Owl	<i>Athene cunicularia</i>	Y	1	C	SC	0.5 mi
Bird	Common Loon	<i>Gavia immer</i>	Y	1,2	S		-
Bird	Ferruginous Hawk	<i>Buteo regalis</i>	Y	1	T	SC	1.0 mi
Bird	Golden Eagle	<i>Aquila chrysaetos</i>	Y	1	C		2.0 mi
Bird	Greater Sage-grouse	<i>Centrocercus urophasianus</i>	Y	1,3	T	C	-
Bird	Lewis' Woodpecker	<i>Melanerpes lewis</i>	Y	1	C		-
Bird	Loggerhead Shrike	<i>Lanius ludovicianus</i>	Y	1	C	SC	Require report when Shrub steppe will be disturbed
Bird	Merlin	<i>Falco columbarius</i>		1	C		-
Bird	Northern Goshawk	<i>Accipiter gentilis</i>	Y	1	C	SC	-
Bird	Peregrine Falcon	<i>Falco peregrinus</i>	Y	1	S	SC	0.5 mi
Bird	Sage Sparrow	<i>Amphispiza belli</i>	Y	1	C		Require report when Shrub steppe will be disturbed
Bird	Sage Thrasher	<i>Oreoscoptes montanus</i>	Y	1	C		Require report when Shrub steppe will be disturbed
Bird	Vaux's Swift	<i>Chaetura vauxi</i>	Y	1	C		Within 500m of

Taxon	Common_Name	Scientific_Name	SGCN	PHS	State Status	Federal Status	Trigger Distance
							Large Chimneys or forested areas with snags where presence is indicated by PHS or other resources indicates presence
Bird	Western Grebe	Aechmophorus occidentalis	Y	1,2	C		[No BAS found]
Bird	Yellow-billed Cuckoo	Coccyzus americanus	Y	1	C	C	-
Mammal	Black-tailed Jackrabbit	Lepus californicus	Y	1,3	C		Require report when Shrub steppe will be disturbed
Mammal	Merriam's Shrew	Sorex merriami	Y	1	C		Require report when shrub steppe or native grass stands—or habitat corridors connecting such stands—will be disturbed
Mammal	Townsend's Big-eared Bat	Corynorhinus townsendii	Y	1,2	C	SC	-
Mammal	Townsend's Ground Squirrel	Urocitellus townsendii	Y	1	C	SC	Require report when Shrub steppe will be disturbed
Mammal	White-tailed Jackrabbit	Lepus townsendii	Y	1,3	C		Require report when Shrub steppe will be disturbed

Taxon	Common_Name	Scientific_Name	SGCN	PHS	State Status	Federal Status	Trigger Distance
Reptile	Common Sagebrush Lizard	Sceloporus graciosus	Y	1	C	SC	Require report when Shrub Steppe or Inland Dunes will be disturbed
Reptile	Striped Whipsnake	Coluber taeniatus	Y	1	C		Benton

7. Trigger Areas

7.1 FWHCA Designated by Location

Designation by location means that the area within known boundaries is designated as a FWHCA; these boundaries are set by the City or a state or federal agency. In addition to having known boundaries it is presumed that these areas are designation because they are presumed to possess specific habitat values that are known to the City. The triggering area for these areas is the area within the specified boundaries.

Unless otherwise noted, we must assume that in designating the areas the City intends to protect *all* the habitat functions of the specified area. For example, RMC 22.10.185.2 designates areas listed as a “national wildlife refuge” or a “national park”. If the intent of the COA was to protect *only* the habitats and species specified in RMC 22.10.185.1 there would be no need to separately designate the specific locations identified in RMC 22.10.185.2-6,8; further, it makes no sense for the CAO not to protect non-PHS species such as native game birds within national wildlife refuges.

The trigger distance for these areas is the maximum trigger distance for all wildlife or habitat within the DGA. As the values in Table 2 show, the distance should be at least 0.5 miles unless the City includes BAS within its CAO to show that a smaller distance suffices for specific FWHCA designated by location.

Another approach that can be used that avoids the requirement of a habitat report for development activities. Knowledge of the designated area can be used to specify explicit distances for the area. The required buffer widths depend on the functions being protected and the proposed activities. The advantage of buffers is that they allow the geographic area to be sized appropriately in order to allow low-impact activities in a way that do no harm to habitat.

7.2 Triggers for Areas Designated by Rule

Designation by rule means that *any* geographic area that meets the specified requirements is designated as FWHCA; e.g. “Areas where state or federal designated endangered, threatened, and sensitive species have a primary association”.

We’d like to develop a process that allows us to identify appropriate trigger areas for each such designation in the CAO. The trigger areas identified by these processes must contain any geographic area – in this case an area where ETS have a primary association – identified by the rule for FWHCA designation. The process must also be transparent enough so that developers have

a clear idea of when an activity might require a habitat report and so that state agencies and other parties can determine that the process was properly applied when evaluating and application.

7.2.1 Determining Areas that may Have Primary Association with Protected Habitats and Species

Triggering areas for a habitats and species should include any area that has known occurrences of the species. Additionally, triggering areas include appropriate habitat for protected species. The code should require that at least PHS and the Washington Natural Heritage Program (WNHP) mapping resources should be consulted for occurrences and appropriate habitat. The City should use PHS and WNHP mapping resources that are not restricted to data approved for public release to ensure that all data is visible at the finest granularity possible.

Resources for determine occurrences of “waters of the state” include the National Wetlands Inventory (NWI) mapper⁴ and WNHP mapping resources.

The process to determine if an application requires a habitat report, then, includes the following steps:

1. The project is evaluated to determine the degree of disturbance it represents both during construction and operation.
2. The degree of disturbance is used to determine the search radius for potential habitats of primary association (areas designated by rule)
3. The Critical Area Map, PHS mapping resources, WDFW expertise, and Planning staff experience is used to determine all “habitats of primary associations” might be affected by the activity
4. The triggers associated with each such habitat (consisting of the geographic area of the habitat and the trigger distance for the associated species) are used to determine if the proposed activity requires a habitat report. The report needs to consider all possible habitats of primary association that may be affected by the activity.

8. Richland’s Habitat Conservation Report *does not protect* all values and functions of FWHCA designated by Location

The current CAO fails to protect FWHCA as expected because of oversights in the requirements for the habitat conservation report. The report is required to only catalog PHS habitats and species and ETS species.⁵ As noted in Section 7.1, however, FWHCA designated for locations are intended to protect *all* native habitats, plants, and wildlife within the designated area. As an illustration, I can see nothing in the current CAO that would prevent a project from adding buildings and parking lots within Amon Creek Natural Preserve *as long as the project did not impact PHS*, with no regard to impacts to species such as beaver, Cinnamon Teal, Yellow-headed Blackbird, etc., that make their home there.

⁴ <https://www.fws.gov/wetlands/data/mapper.html>

⁵ Since ETS species are not tied to WDFW, this section of the RHC *does* include ETS plant species if we choose to read it that way.

9. Additional BAS Resources for Triggering and Preparing Wildlife Conservation Reports

Our comments submitted to the Planning Commission on August 6, 2018 referenced multiple documents that should be considered as BAS by the Commission when revising code so that it protects FWHCA. Most of the referenced BAS consist of recommendations from WDFW which the WACs explicitly recognize as a source of BAS regarding FWHCA. Additional BAS is referenced in the appendixes below. This section provides references to additional BAS that should be considered by the Commission, Council, and city Staff.

9.1 Washington Wildlife Habitat Connectivity Working Group

This effort (Washington Wildlife Habitat Connectivity Working 2018) quantitatively assessed habitat needs for multiple species and habitats. Relevant portions of the working group's modeling effort for the Columbia Plateau (Washington Wildlife Habitat Connectivity Working Group 2012b) include reports on Black-tailed Jackrabbit (Ferguson and Atamian 2012a), White-tailed Jackrabbit (Ferguson and Atamian 2012b), Townsend's Ground Squirrel (Sato 2010), and Beaver (Teske 2012). In addition, BAS supporting the importance of protecting these species is presented in (Washington Wildlife Habitat Connectivity Working Group 2012a).

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Appendix A. Ferry County CAO Section 9.02

Ferry Counties code defines the following review process for FWHCA (FC CAO 9.02)

The Flaming Director will review each development permit application in accordance with the following process to determine whether critical habitat is present and to determine the extent to which FWHCA should be designated:

- 1) Review the information and the Critical Areas Checklist submitted by the applicant for the applicable permit;
- 2) Evaluate the project area and Vicinity for critical areas;
- 3) Review applicable maps and inventories as identified in Section 9.04, and any applicable maps and information provided by a State or federal agency;
- 4) Determine whether the proposed project is likely to impact the functions or values of critical areas.

If the Planning Director determines as a result of this process that FWHCA for a designated species may exist, the Planning Director will take the following steps:

- (1) The Planning Director will determine if the proposed development activity is within a priority habitat area for a designated species. If so, a site inspection and consultation with federal and/or state wildlife agency personnel or a qualified biologist may be conducted to more definitively determine if a FWHCA exists on the site. Any cost incurred will be the responsibility of the landowner.
- (2) If it is determined by the Planning Director that the proposed development activity is within an FWHCA, the Planning Director will designate the FWHCA for the relevant species and will make one of the following determinations:
 - (a) FWHCA present, but no impact - waiver. If the Flaming Director determines That there is FWHCA within or adjacent to the proposed development, but that the proposed activity is unlikely to impact the FWHCA, the Flaming Director may waive the requirement for a report or other applicable information with assistance from a federal, state, or local resource agency. A waiver may be granted if there is substantial evidence that all of the following requirements will be met:
 - (i) There will be no alteration of the FWHCA;
 - (ii) The development proposal will not impact the FWHCA in a manner contrary to the purpose, intent, and requirements of this section; and
 - (iii) The proposal is consistent with other applicable regulations and standards.
 - (b) FWCHA Present and Potential Impact Likely. If the Planning Director determines that the proposed project is within, adjacent to,

or is likely to impact a FWHCA, the Planning Director shall require the applicant to submit a Habitat Management and Mitigation Plan in accordance with Appendix A to this Ordinance prior to further review of the project.

- (3) Review and evaluate the Habitat Management and Mitigation Plan and other applicable information to determine whether the development proposal conforms to the purpose and performance standards of this Section;
- (4) Assess potential impacts to the FWHCA and determine if they are necessary and unavoidable;
- (5) Determine if any mitigation proposed by the applicant is sufficient to protect the functions and values of the FWHCA consistent with the goals, purposes, objectives, and requirements of this Section; and
- (6) Include a summary of this analysis and the findings in any decision on the underlying permit(s). Findings may result in: a) no adverse impacts to FWHCA, b) list of applicable FWHCA protection conditions for the underlying permit(s), c) denial of permit in the event the impacts cannot be effectively mitigated, or d) in the event of a denial, the landowner may apply for a reasonable use exception.

Habitat areas that meet the above classification criteria are designated as fish and wildlife habitat conservation areas and are subject to the provisions of this ordinance and shall be managed with the Best Available Science on a site by site basis.

Appendix B. City of Everett CAO, Excerpts

Everett's Code explicitly differentiates areas that are explicitly mapped and those that are designated based on characteristics. FWHCA of types 1-4 are recognized by their function, while type 5 indicates areas explicitly mapped by the City.

19.37.140 Fish and wildlife habitat conservation areas designation and mapping.

A. "Fish and wildlife habitat conservation areas" means an area of habitat that is necessary and suitable for maintaining individual species, species diversity, or biological diversity. Fish and wildlife habitat conservation areas include:

1. Lakes and ponds less than twenty acres in size;
2. Streams/riparian corridors;
3. Habitats of primary association;
4. Continuous vegetative corridors linking watersheds; and
5. Significant biological areas listed by the city:
 - a. Plant associations of infrequent occurrence;
 - ...
 - e. State natural area preserves and natural resource conservation areas; and
 - f. Significant biological areas of local importance:
 - i. Maulsby Swamp,
 - ii. Kasch Park (Bomarc) Bog,
 - iii. Simpson site, category I wetlands,
 - iv. Narbeck Swamp,
 - v. Jetty Island.

Specific definitions are supplied for FHWCA types 3 and 4:

19.37.190 Additional fish and wildlife habitat conservation areas requirements.

A. Definitions.

1. "Habitats of primary association" means a critical component(s) of the habitats of federally or state-listed endangered, threatened, candidate, sensitive, and priority wildlife or plant species which, if altered, may reduce the likelihood that the species will maintain and reproduce over the long term. Habitats of primary association include, but are not limited to: winter ranges, migration ranges, breeding sites, nesting sites, regular large concentrations, communal roosts, roosting sites, staging areas, and "priority habitats" listed by the Washington State Department of Fish and Wildlife.

2. "Continuous vegetative corridors linking watersheds" means areas that link larger habitat blocks. The corridors can provide wildlife habitat and allow for relatively free movement of animals among larger habitat blocks that would otherwise be isolated. This allows use of habitat patches that are not themselves large enough to support sustainable breeding

populations. The corridors also allow wildlife to move from a habitat area used for one activity, such as feeding, to a habitat area used for another activity, such as nesting.

This allows the CAO to specifically address when a habitat report is required based on the habitat function that's at risk. Section 19.37.190.B contains the following sections (emphasis added, numbers in brackets refer to notes below).

2. If a development is proposed on or within a *distance* which could impact habitats of primary association, significant biological areas, and/or vegetative corridors linking watersheds, as described in this section, the applicant shall provide a habitat assessment...

a. *Distance* [1] for Habitats of Primary Association.

i. Salmonids and Steelhead. When development is proposed within the distances specified in Planning Director Interpretations (PDIs) Nos. 2011-1 and 2000-2, as revised, a habitat assessment shall be required.

ii. Bald Eagles. When a development is proposed within eight hundred feet of an eagle nest, ...

iii. Other Species. If habitats of primary association are identified for other species, the director, after consulting with the Department of Fish and Wildlife, shall determine the appropriate distance from a designated fish and wildlife habitat conservation area which will require a habitat assessment or habitat management plan.[2]

...

c. Significant Biological Areas. If a development is proposed within three hundred feet of a significant biological area, a habitat assessment is required. [3]

Note the following points (indicated by square brackets in the CAO excerpt):

1. The distance for determine if assessment is required varies based on type of FHWCA
2. This clause allows planner to refer to management recommendations and other BAS from WDFW, WNHP, based on which species the habitat is associated with
3. Areas that the City has explicitly designated are assigned a 300 trigger distance, presumably because that was determined to be an adequate distance for the functions the areas are designed to protect

Appendix C. BAS for proposed FWHCA Trigger Distances

C.1. Burrowing Owl

BAS from WDFW indicates that in order to protect burrowing owls the City must “Restrict activities such as oil and gas exploration and development or other sources of human disturbance within 0.8 km (0.5 mi) of burrowing owl nests between 15 February and 25 September” (Larsen, Azerrad, and Nordstrom 2004). A CA Report needs to determine whether owls are present within this radius for some types of development; if so those activities can be scheduled outside of nesting season. The same BAS recommends that “Carbofuran should not be applied within 250 m (820 ft) of active burrowing owl nests.”; a trigger distance of at least 820 ft. should be required for activities that could include application of Carbofuran or other pesticides.

C.2. Common Loon, Greater Sage Grouse, Lewis’ Woodpecker, Northern Goshawk, Yellow-billed Cuckoo, Townsend’s Big-eared Bat.

Although Common Loons and Lewis’ Woodpeckers occur in Richland, we don’t have records of them nesting. WDFW’s recommendations (ibid.) are only concerned with nesting sites for these species.

While Sage Grouse and Northern Goshawk may occur in Benton County they are not known to occur near Richland. There are no recent occurrences of Yellow-billed Cuckoo.

Townsend’s Big-eared Bats are not known to occur in Richland (personal Communication with local authority, Jonathan Lucas (varanus7@gmail.com), September 2018).

C.3. Ferruginous Hawk and Golden Eagle

WDFW (ibid.) recommend restricting development within 1 mile of Ferruginous Hawk nest sites and within 2 miles of Golden Eagle nest sites.

C.4. Loggerhead Shrike, Sage Sparrow⁶, Sage Thrasher, Townsend’s Ground Squirrel, White-tailed Jackrabbit, Striped Whipsnake, and Black-tailed Jackrabbit

In addition to a triggering a report when occurrence data indicates species presence, a report should be triggered whenever native Shrub Steppe or grasslands will be disturbed. Such reports should include a survey for these species.

WDFW (ibid.) recommends to “Retain shrub-steppe communities, especially big sagebrush and mixed shrub communities” to support Loggerhead Shrike. Likewise, for Sage Sparrow and Sage Thrasher, WDFW recommends to “Retain large blocks of sagebrush communities and avoid fragmentation of existing stands”.

For protection of Black-tailed jackrabbit BAS recommends to retain native vegetation⁷. (NatureServe 2018) notes that Townsend’s Ground Squirrels are found in Shrub Steppe habitat. White-tailed Jackrabbit may also be found in Shrub Steppe (Smith and Johnston 2008).

Part of the report requirements for Shrub Steppe habitats should be to note the occurrence of these species and appropriate protective measures when they occur.

⁶ This species is currently known as “Sagebrush Sparrow”

⁷ <https://mdc.mo.gov/sites/default/files/downloads/Blacktailed%20Jackrabbit.pdf>

WDFW recommendations (Painter, Christman, and Sias 2001) regarding Townsend's Ground Squirrel note that "Areas of shrub-steppe habitat that support rodent burrow systems should be conserved" and that "Disturbances to known hibernacula should be avoided." The Washington Connected Working Group's habitat model for Townsend's Ground Squirrel (Sato, Chris. 2010) is another useful source of BAS; this model is used by the U.S. Department of Energy when modeling ground squirrel activity on the Hanford Site (Cranna and Nugent 2016).

C.5. Peregrine Falcon

WDFW (Larsen, Azerrad, and Nordstrom 2004) recommends to "Avoid disturbance during the breeding season (March through June); restrict access to cliff rims where nests are built within 0.8 km (0.5 mi) and within 0.4 km (0.25 mi) of cliff faces."

C.6. Vaux's Swift

WDFW (ibid.) that development be restricted near Vaux's swifts nesting in chimneys and the retention of "all large, hollow large snags and large "defective" live trees, especially in younger, managed stands." Benton County isn't ideal for Vaux's swift but WDFW notes that "Breeding populations may occur in forested habitats throughout the state".

C.7. Merriam's Shrew

WDFW recommendations (WDFW 2018) note that "Sage-grass and undisturbed bunchgrass habitats should not be degraded through activities ..." and that an "Attempt should be made to not only protect patches of known habitat, but adjacent habitat corridors (i.e., riparian areas) that potentially allow individuals within a population to disperse."

C.8. Common Sagebrush Lizard

Sagebrush lizard requires shrub-steppe and is negatively impacted by cheat-grass (Green, Livezey, and Morgan 2001), (Whitfield and Newsome 2017).

November 13, 2018

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To: City of Richland Planning Staff

RE: 'Adjacency' and triggering mechanism for habitat conservation reports

Administrative Waiver for Habitat Conservation Report doesn't consider impacts to FWHCA outside of project area.

The waiver allowed by RMC 22.10.200.E seems redundant; if the area doesn't provide functional habitat than no report will be required anyway.

E. The administrator may waive the requirement for the preparation of a habitat conservation area report upon a determination that by reason of previous development that the proposed project site does not provide functional habitat. Such waiver shall be made in writing and a copy shall be provided to the Washington State Department of Fish and Wildlife.

If this stays in the text, then it has to be reworked to include words 'adjacent' and 'or its buffer', etc., etc. seems like more trouble than it's worth.

Triggering habitat conservation reports

As we noted in comments dated 11/5/2018, the CAO fails to trigger a report that provides an assessment of impacts of projects located outside fish and wildlife habitat conservation areas. The draft CAO relies on the existence of critical area buffers within this CAO for the definition of 'adjacency' to be pertinent; however, the CAO **does not** specify any buffers for FWHCA except those that might be required by a habitat conservation report. (That is, the CAO shows a circular argument on this issue— buffers are assigned by the habitat conservation report, but the report is triggered when a project is in a buffer).

Without getting too bound up in difficulties with language; we want to first bring in some language from other another jurisdiction to start to address the problem.

FWHCA Buffers in Island County's CAO

Here's part of Island County's CAO (with our edits) that specifies how buffers for FWHCA are established there. Note that the types of activities regulated in the buffer will depend on what kind of habitat the buffer protects.

D. Buffers shall be established adjacent to FWHCA as necessary to protect the ecological integrity, structure and functions of the resource from development induced impacts. Buffer widths shall reflect the sensitivity of the species or habitat present and the type and intensity of the proposed adjacent human use or activity.

E. The Planning Director shall determine the appropriate buffer for FWHCA other than streams based on best available science and the following guidance:

Fish and Wildlife Habitat Conservation Area	Buffer Requirement
Areas with a primary association with endangered, threatened, and sensitive species	Buffer shall be based on best available science , including management recommendations provided by the Washington State Department of Fish and Wildlife PHS Program and Washington State Department of Natural Resources WNHP Program, and shall consider site-specific conditions and recommendations of qualified professionals.
...	
Species and habitats of local importance	The need for and dimensions of buffers for approved species and habitats of local importance shall be determined on a case-by-case basis by the Planning Director according to an adopted or approved habitat management plan for the specific resource. Buffer shall be based on best available science and shall consider site-specific conditions and recommendations of qualified professionals.

In order to comply with the Board's order, similar language must be used for triggering habitat conservation reports (RMC 22.10.200).

Ensuring Potential Buffers are Considered determining when Habitat Conservation Reports are Required

It will be a lot easier, we think, to reach compliance if instead of talking about when a habitat conservation report is *required* we instead talk about when it is *not required*. In either case we want to make sure the report is completed whenever there is a potential that habitat will be impacted it's just easier to express this way. So, we change the language to:

22.10.200 Requirements for habitat conservation area reports.

A habitat conservation report shall be prepared on all projects unless it can be determined that the project will have no direct or cumulative impacts on any fish and wildlife habitat conservation area. Such a habitat conservation report shall consist of the following:

Now add a paragraph to ensure that it's not too onerous to "determine that a project will have no impacts on any fish and wildlife habitat conservation area" (this is all text we made up):

The administrator may determine that a project will have no impacts on any FWHCA if all the following conditions are met:

- For any area that the PHS mapping resource, or other resource available to the administrator, indicates as having a primary association with some PHS habitat or species, either
 - The administrator has determined, in consultation with WDFW and based on BAS, including habitat conservation reports on file, that the area does not have the indicated association, or
 - The project area lies outside of the area and any buffers that would be required for those areas based on WDFW management recommendations for the indicated habitats or species;
- The project area is outside of any area that inventory lists and maps kept for habitats or species of local importance, or buffers required for such areas;
- The project area is not within or adjacent to any FHWCA or its buffer.

This is just an example...

November 26, 2018

From: Patrick Paulson and Laurie Ness

2253 Davison Avenue

Richland WA 99354

Patrick_paulson@acm.org

Pennifurs.mom@gmail.com

To: City of Richland Planning Staff and Planning Commission

RE: Additional Performance Standards, BAS, and habitats and species of local importance

1. Habitat Conservation Report, Cumulative Impacts

1.1 Name of the report

Clean up language regarding "Habitat conservation area report". It is referred to, in various places, as the "habitat conservation report" (most of RMC 22.10.200) and the "Habitat conservation area report" (§D and E and RMC 22.10.210, 370, and 405). (We prefer "habitat conservation report", its shorter).

1.2 Cumulative impact to habitat

Add following requirement for the habitat conservation report:

Habitat Conservation Reports shall evaluate the potential impact of the proposed development on FWHCAs or their buffers, both short term (e.g. construction) and long term, based on an assessment of the direct, indirect, and cumulative impacts of the proposal in combination with existing and potential future land use activities;

This text is based on the requirements for critical aquifer recharge areas (RMC 2.10.370.B.7.f). This test is to ensure the evaluation includes the entire project as it is known to prevent segmenting or piecemealing of a larger project.

2. Best Available Science (BAS) regarding buffer widths for Fish and Wildlife Habitat Conservation Areas (FWHCA)

(Fischer 2000) suggests that "If avian habitat is a management objective, managers should consider managing for riparian zones that are at least 100 m wide. This recommendation applies to either side of the channel in larger river systems and to total width for lower-order streams and rivers."

Science from the Washington Department of Fish and Wildlife (WDFW) - (Quinn, Wilhere, and Krueger 2018) -contains additional BAS for Riparian areas. In particular they note the benefits of riparian buffers on stream bank stability. In addition to other benefits, they cite literature that indicates

Streambanks along incised channels of arid or semi-arid regions are particularly sensitive to Matric¹ suction above the water table, enhanced by transpiration of riparian vegetation, has the effect of increasing the apparent soil cohesion, and decreases in soil strength due to a loss of suction are a leading cause of bank failures in incised channels [p. 201].

This document also stresses the importance of riparian buffers to provide shade for salmonid species:

Numerous studies in dryland riparian areas have shown that salmonid species abundance is negatively correlated with stream temperature ... Even when primary and secondary production increase in response to reduced shading, salmonid populations often respond negatively to high temperatures...Shade is important because it directly affects stream temperatures [p. 205].

3. BAS for inclusion of Beaver as Species of Local Importance as determined locally

In (Quinn, Wilhere, and Krueger 2018), pp. 197-199, WDFW cites literature stating that “Beaver may play an essential role in the restoration of dryland riparian areas”. They cite literature noting several benefits that Beaver provide to wildlife habitat. For example:

Beaver dams store organic nutrients and large quantities of sediment, reduce channel incision, remove excess nutrients from water, increase surface water storage and base flows, reduce peak flows, increase groundwater recharge, raise water table elevations, expand the area of riparian vegetation, and increase the salmonid habitat capacity of small streams ... For dryland riparian areas where the extent of riparian vegetation depends on shallow groundwater, the hydrologic and geomorphic effects of beaver dams may be necessary for the mere existence of a riparian zone at many sites.

4. BAS regarding logs and snags

RMC 22.10.210.K.8, regarding Performance standards for FWHCA includes the following provision:

Preservation of significant trees and/or snags, preferably in groups, consistent with achieving the objectives of these standards;

We suggest (Parks, Bull, and Torgersen 1997) as a source of BAS and a guide for determining when snags are “significant”. In particular, this document notes that cottonwood is a:

¹ Matric suction is a negative pore pressure that induces water to flow in unsaturated soil. It results from the combined effects of adsorption and capillarity of the soil matrix. Water flows from a soil with low matric suction (a wet soil) to soil with a high matric suction (a dry soil).[footnote in source]

Valuable riparian habitat species; bole and branches commonly used for nest cavities by northern flickers and Lewis' woodpeckers (*Melanerpes lewis*) because of the soft decayed wood; used by pileated woodpeckers for nesting and roosting in Montana. Old woodpecker cavities and natural cavities located on bole at branch scars used by many secondary cavity nesters including western screech-owls (*Otus kennicottii*) and northern saw-whet owls (*Aegolius acadicus*).

Another document represented BAS for retention of snags is (Blewett and Marzluff 2005), which notes that "Retaining portions of second growth forest in a rapidly urbanizing region appears to be an effective way to provide breeding sites for a diversity of cavity-nesting birds."

(Coe 1997) notes that Black-capped Chickadee, American Kestrel, Barn Owl, and Western Screech-Owl, among others, rely on the existence of snags for nesting.

5. BAS on habitat preservation for Townsend's Ground Squirrels (TOGs)

There are several sources of BAS that should be considered when a habitat conservation report indicates the presence of TOGs to ensure the quality of habitat preservation and restoration with regard to this PHS species.

On the introduction of cheatgrass, (Yensen et al. 1992) states "[That Townsend's Ground Squirrel] Burrow densities were highly variable in exotic annual communities, and negatively correlated with cheatgrass (*Bromus tectorum*) and other exotic annuals in all communities;" this indicates efforts to suppress cheatgrass should be made in areas where TOGs are present.

(Knick 1993) is another source of BAS for the preservation of TOGs; this paper notes:

The number of active and total burrows were significantly higher in habitats with perennial grasses.....Sandberg's bluegrass and six-weeks fescue had a significant positive correlation with the total number of ground squirrel burrows. Russian thistle was the only other plant species with a significant correlation and was negatively associated with the total number of burrows.

Knick also notes that

The negative correlation between burrow numbers and Russian thistle has strong implications for habitat alterations in the SRBOPA. Disturbances, such as wildfires, greenstripping, overgrazing, or soil erosion, that result in takeover by Russian thistle (Yensen 1980) may reduce resident populations of Townsend's ground squirrels.

6. Accessing BAS from Washington Natural Heritage Program (WNHP) applicable to protection of Priority Habitats and Species (PHS) habitats

WDFW's State Wildlife Action Plan (Washington Department of Fish and Wildlife 2015b) contains a catalog of "Habitats of Greatest Conservation Concern" (Washington Department of Fish and Wildlife 2015a). This gives background on habitats selected for PHS status. Of particular note is the *Crosswalk between Formations, Ecological Systems and Priority Habitats and Species (PHS) Categories* (pp. 4-110 to 4-113), which gives a cross reference between habitats in WDFW's PHS list with the equivalent

of the Ecological Systems terms used by WNHP publications, such as WNHP's *Conservation Status Ranks for Washington's Ecological Systems* (Rocchio and Crawford 2015).

7. References

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- Yensen, Eric, Dana L. Quinney, Katherine Johnson, Kristina Timmerman, and Karen Steenhof. 1992. "Fire, Vegetation Changes, and Population Fluctuations of Townsend's Ground Squirrels." *American Midland Naturalist*. <https://doi.org/10.2307/2426464>.

Stevens, Mike

From: Lori Wollerman Nelson <wollerman.nelson@gmail.com>
Sent: Thursday, November 29, 2018 7:09 PM
To: Stevens, Mike
Subject: comments on proposed code amendment to CAO

Dear Mr. Stevens,

I am a resident of Richland and I would like to submit the following comments on the proposed amendments to Richland's Critical Areas Ordinance.

Under "Habitats and species of local importance", I request the addition of "snags and logs" as a habitat of local importance. Furthermore, I request the addition of "Downy woodpecker and Black-capped chickadee" as species of local importance because of their ecological role as primary excavators of cavities.

Snags and logs are identified by the Washington Department of Fish and Wildlife (2008) as a priority habitat feature. These are "dead or dying trees that exhibit sufficient decay characteristics to enable cavity excavation/use by wildlife." Priority snag and log habitat includes areas with "individual snags and/or logs, or groups of snags and/or logs of exceptional value to wildlife due to their scarcity or location in a particular landscape." Parks et al. (1997) provide a useful guide for classifying snags and logs in the Interior Columbia River Basin and include features of snags and logs that make them most attractive to wildlife.

In the Tri-Cities, there are about 14 species of birds that nest in cavities in dead or dying trees, including dead snags, limbs, and logs. Included in this list are priority species for the state of Washington (Vaux's swift and cavity-nesting ducks like Wood duck and Bufflehead).

Primary excavators, like Downy woodpeckers, Northern flickers, and Black-capped chickadees, make their own cavity for nesting. Secondary cavity nesting birds (e.g. Vaux's swifts, Tree swallows, Bewick's wrens, American kestrels, Wood ducks) use the cavities created by primary excavators. A range of other local animals use cavities, including bats, like the Pallid bat (a Washington priority species), raccoons, and porcupines. Primary excavators are thus considered critical for ecosystem function.

Dead and dying trees also provide valuable food resources for birds, especially woodpeckers.

Snag removal would have negative effects on local populations of these birds. The Best Available Science (BAS) suggests that larger snags (>38 cm (15 inches) DBH) are more valuable to cavity-nesting birds living in urban environments (Blewett and Marzluff 2005). In Eastern Washington, priority snags have a diameter of >30 cm (12 inches) and are more than 2 m (6.5 ft) tall (Washington Department of Fish and Wildlife 2008).

Given the wide array of birds that use this habitat feature (from birds of prey, like American kestrels, to waterfowl, like Wood ducks), snags in both upland and wetland/riparian areas are important.

Snags should not be removed unless they pose a danger. In the case of a dangerous snag, BAS indicates that retaining a tall stump (>2 m tall) is preferable to removing the entire tree (Harris 2001, Morrison et al. 1983). This would minimize the impact of snag removal by limiting the magnitude of the action to reduce adverse impacts in accordance with RMC 22.10.220.

References:

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Morrison ML, Raphael MG, Heald RC. 1983. The use of high-cut stumps by cavity-nesting birds. In: *Snag Habitat Management: Proceedings of the Symposium*. Pp. 73-79. Gen. Tech. Rep. RM-99. Fort Collins, CO: US Department of Agriculture, Forest Service. Rocky Mountain Forest and Experiment Station. Available from https://www.fs.fed.us/rm/pubs_rm/rm_gtr099/rm_gtr099_073_079.pdf.

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Washington Department of Fish and Wildlife. 2008. Priority Habitat and Species List. Olympia, Washington. 288 pp. <https://wdfw.wa.gov/publications/00165/wdfw00165.pdf>

Thank you for this opportunity.

Sincerely,
Lori Nelson

--

Lori Wollerman Nelson
254 Riverwood Street
Richland, WA 99352
509 619-0143 (H)
301 367-6463 (C)



PO Box 2002
Richland, WA 99352
www.tapteal.org

November 30, 2018

Mike Stevens, Planning Manager
City of Richland
840 Northgate Dr.
PO Box 190
Richland, WA 99352

Dear Mike:

Tapteal Greenway has reviewed the proposed amendment to the City's Critical Areas Ordinance as a result of the Growth Management Hearings Board Final Decision and Order concerning Case No. 17-1-0006.

We find that the proposed changes to the Critical Areas Ordinance do not adequately address all of the findings presented in the Growth Management Hearings Board Final Decision and Order. In particular Issue 4 Findings 2 and 3:

2. The City of Richland failed to include Best Available Science where, under RMC 22.10.200, a required habitat conservation report is triggered only for development proposals occurring "within" a FWHCA but is not triggered for development proposals occurring in the adjacent buffer or close to the FWHCA so as to impact ecosystem functions and values of the FWHCA. [Underlining added for emphasis.]

3. RMC 22.10.210(D) protects against degradation of ecosystem functions and values resulting from activities occurring within the FWHCA but fails to protect against degradation of ecosystem functions and values resulting from activities occurring just outside of FWHCA boundaries where the science shows that proposed development would degrade ecosystem functions and values of the FWHCA.

Revised CAO:

22.10.200 Requirements for habitat conservation area reports.

When development is proposed within a fish and wildlife habitat conservation area **or its buffer, or where development is proposed to be located adjacent to a fish and wildlife habitat conservation area or its buffer so as to likely impact critical area ecosystem functions and values**, a habitat conservation report shall be prepared consisting of the following:

To fully incorporate the requirements of Finding 2 additional wording needs to be added to the above section:

where development is proposed to be located adjacent to a fish and wildlife habitat conservation area or its buffer or close enough to the FWHCA so as to likely impact critical area ecosystem functions and values

Revised CAO:

22.10.210 Fish and wildlife habitat conservation area – Performance standards.

Development or any regulated activity occurring within a designated habitat conservation area **or within its respective protection buffer, or development or any regulated activity proposed to occur adjacent to a habitat conservation area so as to likely impact critical area ecosystem functions and values,** shall only be permitted in accordance with the conditions of an approved habitat conservation area report. Such report shall be based on the following standards **using the best available science:**

and

D. Activity within a habitat conservation area shall not result in the degradation of the functions and values of the habitat;

To fully incorporate the requirements of Finding 3 additional wording needs to be added to the opening paragraph and section D:

or within its respective protection buffer, or development or any regulated activity proposed to occur close enough to a habitat conservation area so as to likely impact critical area ecosystem functions and values,

D. Activity within **or close to** a habitat conservation area shall not result in the degradation of the functions and values of the habitat;

Additionally, the GMA requires the protection of Critical Areas from activities occurring outside of their boundaries. In Richland's Critical Areas Ordinance for FWHCA this is largely accomplished by reference to buffers. However, nowhere are FWHCA buffers specified or guidance given as to their determination. If they are not specified in the ordinance than their determination needs to be one of the requirements of a habitat conservation area report.

Sincerely,



Dirk Peterson
President, Tapteal Greenway

Stevens, Mike

From: Alison Cable <alison@futurewise.org>
Sent: Friday, November 30, 2018 11:35 AM
To: Planning Commission; Stevens, Mike
Cc: Tim Trohimovich; Chris Wierzbicki
Subject: COR PC CAO 113018Final.docx
Attachments: COR PC CAO 113018Final.docx

Dear Chair Palmer and Planning Commissioners:

Thank you for the opportunity to comment on the planned amendments to the City of Richland Critical Areas Ordinance. Futurewise works throughout Washington State to support land-use policies that encourage healthy, equitable and opportunity-rich communities, and that protect our most valuable farmlands, forests & water resources. We have members across Washington State including in the City of Richland.

We are pleased to provide the following recommendations on the draft Critical Areas Ordinance to help the City ensure compliance with the Growth Management Act and the Growth Management Hearings Board Final Decision and Order. Critical Areas protections help maintain healthy, functioning ecosystems including ground and surface waters, wetlands, and fish and wildlife and their habitats and prevent cumulative adverse environmental impacts to water quality, wetlands, and fish and wildlife habitat. Additionally, these updates to the City's critical areas regulations will help protect resources that contribute to the economy and help generate jobs in our region.

Alison Cable
Tri-Cities Program Manager



**future
wise**

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November 30, 2018

City of Richland Planning Commission
c/o Kyle Palmer, Chair
505 Swift Boulevard
Richland, WA 99352

Dear Chair Palmer and Planning Commissioners:

Subject: Comments on the Critical Area Ordinance amendments to address the Growth Management Hearings Board Final Decision and Order concerning Case No. 17-1-0006 (CA2018-103).
Via email: planningcommission@ci.richland.wa.us; mstevens@ci.richland.wa.us

Thank you for the opportunity to comment on the planned amendments to the City of Richland Critical Areas Ordinance. Futurewise works throughout Washington State to support land-use policies that encourage healthy, equitable and opportunity-rich communities, and that protect our most valuable farmlands, forests & water resources. We have members across Washington State including in the City of Richland.

We are pleased to provide the following recommendations on the draft Critical Areas Ordinance to help the City ensure compliance with the Growth Management Act and the Growth Management Hearings Board Final Decision and Order. Critical Areas protections help maintain healthy, functioning ecosystems including ground and surface waters, wetlands, and fish and wildlife and their habitats and prevent cumulative adverse environmental impacts to water quality, wetlands, and fish and wildlife habitat. Additionally, these updates to the City's critical areas regulations will help protect resources that contribute to the economy and help generate jobs in our region.

Summary of Recommendations

The Growth Management Act requires all counties and cities to designate and protect five types of critical areas: (a) wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas; and (e) geologically hazardous areas. We discuss the critical areas protections being considered for this remand and provide some specific comments and recommendations on the proposed changes to the city's Critical Areas Ordinance. In short, we support the designation of endangered, threatened, and sensitive plant species identified by State of Washington Natural Heritage Program as fish and wildlife habitat conservation areas. We also support designating priority habitats and species as species of local importance. We have some recommendations for improving protections for these important species.

Fish and Wildlife Habitat Conservation Areas

The Growth Management Act requires all counties and cities to designate and protect fish and wildlife habitat conservation areas.¹ Wildlife protection regulations are important to city residents who hunt, fish, and view wildlife. They are also important to the tourism economy of Washington State and Richland since birding,

¹ RCW 36.70A.030(5)(c); RCW 36.70A.060(2); and RCW 36.70A.170(1)(d).





hunting, fishing, and boating are important economic draws and support many businesses. Outdoor recreation is estimated to contribute \$451,326,000 to the Benton County economy, generating 7,074 jobs and paying \$32,518,000 in state and local taxes.² Protecting fish and wildlife habitats and rivers and streams will help maintain the economic benefits of outdoor recreation for Benton County and the City of Richland.

While the Washington State Department of Fish and Wildlife lists priority species and habitats and provides technical assistance on the designation and protection of these habitats, the Department of Fish and Wildlife does not have the authority to protect habitats that are not within the wetted perimeter of a river, stream, lake, or marine water body. As the Washington Department of Fish and Wildlife wrote:

Fish and wildlife are public resources. Although the Washington Department of Fish and Wildlife (WDFW) is charged with protecting and perpetuating fish and wildlife species, the agency has very limited authority over the habitat on which animals depend. Instead, protection of Washington's fish and wildlife resources is currently achieved through voluntary actions of landowners and through the State Environmental Policy Act (SEPA), Growth Management Act (GMA), Forest Practices Act (FPA), Shoreline Management Act (SMA), and similar planning processes that primarily involve city and county governments. Landowners, agencies, governments, and members of the public have a shared responsibility to protect and maintain fish and wildlife resources for present and future generations; the information contained in this document is intended to assist all entities in this endeavor.³

The Growth Management Act assigns the responsibility of protecting fish and wildlife habitats to cities and counties. That is why policies and regulations to designate and protect these habitats are needed.

Priority Habitat and Species (PHS)

The Washington Department of Fish and Wildlife Priority Habitats and Species (PHS) list is a "catalog of habitats and species considered to be priorities for conservation and management. Priority species require protective measures for their survival due to their population status, sensitivity to habitat alteration, and/or recreational, commercial, or tribal importance. Priority species include State Endangered, Threatened, Sensitive, and Candidate species; animal aggregations...considered vulnerable; and species of recreational, commercial, or tribal importance that are vulnerable."⁴ We support the City's proposal to designate state priority habitats and areas associated with state priority species as fish and wildlife habitat conservation areas in proposed 22.10.185A.2.

Native Plants

Native plants of the Columbia Basin have ecological, aesthetic, and historical value. The Benton-Franklin Conservation District Heritage Gardens of the Columbia Basin and Washington Native Plant Society educate the public on the value of native plants and help prevent the conversion and degradation of these local resources and wildlife habitats. "Unconverted areas are threatened by a negative feedback loop that combines disturbance, invasion of noxious weeds and more frequent fires. When fragile soils are disturbed and cryptobiotic soil crusts are removed, annual invasive species such as cheatgrass become established."⁵ The communities of native plants and wildlife that make up the iconic Columbia Basin shrub-steppe have been

² Tania Briceno & Greg Schundler, *Economic Analysis of Outdoor Recreation in Washington State* p. 83 (Earth Economics: 2015) accessed on May 10, 2018 at: <https://www.rco.wa.gov/documents/ORTF/EconomicAnalysisOutdoorRec.pdf>; hard copy upon request.

³ E. Larsen, J. M. Azerrad, N. Nordstrom, editors, *Management recommendations for Washington's priority species, Volume IV: Birds* p. vi (Washington Department of Fish and Wildlife, Olympia, Washington, USA: 2004) accessed on May 10, 2018 at: <https://wdfw.wa.gov/publications/00026/> enclosed in a separate email.

⁴ Washington State Department of Fish and Wildlife, "Priority Habitats and Species (PHS)", wdfw.wa.gov/conservation/phs/list/ last visited on October 23, 2018.

⁵ Washington Native Plant Society, last visited on October 23, 2018 <https://www.wnps.org/ecosystems/shrub-steppe>.



severely diminished. Today, less than 50% of Washington's historic shrub-steppe remains, and much of it is degraded, fragmented, and/or isolated from other similar habitats⁶. For these reasons, we support the City's inclusion of the Department of Natural Resources Washington Natural Heritage Program that designates endangered, threatened, and sensitive plant species for the state⁷ in 22.10.185A.1(b) Fish and wildlife habitat conservation areas.

Habitat and Species of Local Importance

The Growth Management Act requires cities to work with their community to design locally appropriate programs for designating and protecting critical areas. We strongly support the city's public comment period that will allow citizens to give input on Habitat and Species of Local Importance and the inclusion of section 22.10.185 Fish and wildlife habitat conservation areas section 3. We also support designating the State of Washington's Department of Fish and Wildlife's Priority Habitats and Species as habitats and species of local importance. This is consistent with WAC 365-190-130(4)(b).

WAC 365-190-130(4)(b) also recommends considering the State of Washington Department of Natural Resources Natural Heritage Program list of high quality ecological communities and systems and rare plants. However, proposed 22.10.185 section 3 does not provide protection or designation of plants included in the Department of Natural Resources Washington Natural Heritage Program. Furthermore, it does not provide for additional consideration of best available science or designation of habitats and species of local importance that are in danger of extirpation locally where there is not an existing state protection and a likelihood that the species or habitat will be diminished over the long term exists. So, we recommend including a process to designate these types of habitats.

As an example, in Eastern Washington, Spokane County code 11.20.060F, provides protections for species of local importance in the following manner:

In addition to the Priority Habitats and Species recognized by WDFW, a process is provided for listing or delisting other habitats and species that are important locally to the people of Spokane County. This action may be initiated at the request of the Washington State Department of Fish and Wildlife, other government agency, county staff, non-profit organization or interested citizen. Any such request shall be in writing and shall include:

1. The common and scientific name for a species under consideration;
2. Habitat location on a map (scale 1:24,000);
3. Demonstrate a need for special consideration based on:
 - a. Declining or increasing population;
 - b. Sensitivity to habitat manipulation; or
 - c. Commercial or game value or other special value, such as public appeal.
4. Habitat management recommendations, including potential uses and restrictions of the habitat areas, seasonally sensitive areas and other guidelines necessary for the protection of the species;
5. Reasons for the species/habitat to be designated or deleted from designation as a priority habitat or species.
6. Name and address of the nominator, along with a statement of support for the nomination signed by the owner of the property on which the habitat is located.
7. Other supporting documentation.

⁶ Washington State Department of Fish and Wildlife Habitat Conservation or Species and Ecosystems Science, <https://wdfw.wa.gov/conservation/research/projects/shrubsteppe/> last visited November 2, 2018.

⁷ Washington State department of Natural Resources relevant data set on Rare Plants and High Quality Ecosystems: http://data.wadnr.opendata.arcgis.com/datasets?group_ids=266f0b3bdc014f5ab2a96ad4ea358a28

Submitted proposals will be reviewed by county staff, WDFW and/or other local, state or federal agencies or experts for comments and recommendations regarding accuracy of the data and effectiveness of proposed management strategies. A public hearing shall be held for proposals found to be completed pursuant to the process contained in Section 14.402.060 of the Spokane County Zoning Code, or as amended. Approved nominations will be designated priority habitats/species as appropriate and will be given all protection under this Ordinance afforded other priority habitats and species.⁸

Fish and Wildlife Habitat Conservation Area – Performance Standards.

We strongly support the inclusion of “respective protection buffer” in 22.10.210 Fish and wildlife habitat conservation area – Performance standards, and we recommend that the City require buffers for the Fish and Wildlife Habitat Conservation areas. Buffers are necessary to aquatic areas and many upland wildlife habitats. For example, the Department of Fish and Wildlife recommends buffers around ferruginous hawk nests, a state threatened species.⁹ Additionally, we recommend the City make it clear that any impact to habitat and buffers must be mitigated. We suggest a few additions which are double underlined and deletions which are double struck through as follows:

K. Activities within a habitat conservation area shall be conditioned as identified in the habitat conservation area report to avoid, minimize, and ~~or~~ mitigate potential adverse impacts. Conditions shall include protective buffers based on the State of Washington Department of Fish and Wildlife Management recommendations for Washington’s priority species modified for local conditions and the recommendations of the Department of Fish and Wildlife biologists and may include, but are not limited to, the following measures:

[No additional recommendations for this subsection.]

Requirements for habitat conservation area reports

As with buffers mentioned above, in 22.10.200 states, “When development is proposed within a fish and wildlife habitat conservation area or its buffer, or where development is proposed to be located adjacent to a fish and wildlife habitat conservation area or its buffer so as to likely impact critical area ecosystem functions and values, a habitat conservation report shall be prepared consisting of the following...” However, buffer delineations are not defined here or elsewhere in the code. In addition to our recommendations for Fish and Wildlife Habitat Conservation Area – Performance Standards we recommend that the definition of “Adjacent” be updated with the addition of the double underlined text:

“Adjacent” shall mean any activity located:

1. On a site immediately adjoining a critical area;
2. A distance equal to or less than the required critical area buffer width and building setback; or where the buffer width has yet to be determined, a distance equal to a buffer and set back that would typically be required for present habitat or species.

Furthermore, we have read Mr. Patrick Paulson’s comments from November 9, 2018, to deal with the issues of conservation report triggers and buffer delineations and agree that these could significantly address these issues as well.

⁸ Spokane County, Washington Critical Areas Ordinance for the Protection of Wetlands, Fish and Wildlife Habitats, Geo-hazard Areas and Critical Aquifer Recharge Areas <https://www.commerce.wa.gov/wp-content/uploads/2016/08/gms-ca-handbook-critareas-2007.pdf> last visited November 2, 2018.

⁹ Scott Richardson, Morie Whalen, Dinah Demers, and Ruth Milner, Ferruginous Hawk *Buteo regalis* p. 7-1 & p. 7-3 (1999) in E. Larsen, J. M. Azerrad, N. Nordstrom, editors, *Management recommendations for Washington’s priority species, Volume IV: Birds* p. vi (Washington Department of Fish and Wildlife, Olympia, Washington, USA: 2004).

Thank you for considering our comments. If you require additional information, please contact Alison Cable at telephone 206-343-0681 x114 and email: alison@futurewise.org or Tim Trohimovich at telephone (206) 343-0681 Ext. 118 and email: tim@futurewise.org.

Very Truly Yours,

A handwritten signature in black ink that reads "Alison Cable". The script is cursive and fluid.

Alison Cable
Tri-Cities Program Manager

A handwritten signature in blue ink. It consists of a large, stylized "T" followed by a cursive "S" and a small mark.

Tim Trohimovich, AICP
Director of Planning & Law

Stevens, Mike

From: ivar@pocketinet.com
Sent: Thursday, November 29, 2018 9:43 PM
To: Stevens, Mike
Subject: Critical Areas Ordinance

Mike,

I looked at the Critical Areas Ordinance, and I sure liked that red mark up. I trust those are words to be added.

Among other things, they spoke of giving value to plants and creatures of local importance. We need that! We are at a pivotal time. We need to preserve where it is most needed.

Thanks.

Ivar

Information that should be considered in the Critical Area Ordinance (CAO) for the City of Richland.

Mr. Mike Stevens, Planning Manager,

The Lower Columbia Basin Audubon Society would like to inform the City of Richland about an overlay designation titled the **"Yakima Delta Important Bird Area"** (IBA). An IBA is a National Audubon program which is supported by local Audubon chapters. The program uses a rigorous set of specific criteria based on critical habitat, the presence of important bird species and other demanding site standards to designate an IBA. The Yakima Delta Important Bird Area qualified and was designated in fall of 2000. It is one of two IBAs in Benton County. The other IBA is located on the Hanford Site.

The 2800 acre Yakima Delta IBA is centered on the confluence of the Yakima River with the Columbia River and includes all of Bateman Island.

The west boundary is Intrastate 182 which includes the Volpentest Bridge and up to the Yakima Bridge. The north boundary is the shoreline of Franklin County. The east boundary is a straight line across the Columbia River to Franklin County 200 yards down river of Bateman Island. The south boundary is a little more complicated. The boundary is Columbia Drive which connects to a short section of Kennedy Road which joins I-182 near the Yakima Bridge.

The Yakima Delta IBA holds a significant number of birds that are state or federally listed or threatened or endangered species or species of concern. It regularly holds an assemblage of bird species associated with a representative, rare or threatened habitat type. Has a long history of bird research and monitoring contributing to long-term bird conservation. Regularly holds significant concentrations of birds such as waterfowl, gulls, terns, migratory shorebirds, herons and raptors such as falcons, hawks and eagles.

Birds of importance in the Yakima Delta IBA:

Common Loon
American White Pelican
Bald Eagle (nesting)
Peregrine Falcon
Pied-billed Grebe
Horned Grebe
Western Grebe
Clark's Grebe
Red-necked Grebe
Great Blue Heron
Great Egret
Black Crowned Night Heron

WATERFOWL:

Canada Goose
Green Winged Teal
Mallard

American Wigeon
Northern Shoveler
Gadwall
Common Golden Eye
Bufflehead
Ruddy Duck
Common Merganser
American Coot
Wood Duck

SHOREBIRDS:

Black Backed Plover
Killdeer
Black Necked Stilt
Common Snipe
American Avocet
Greater Yellowlegs
Lesser Yellowlegs
Spotted Sandpiper
Western Sandpiper
Least Sandpiper
Pictorial Sandpiper
Dunlin
Long Billed Dowitcher

GULLS:

Ring-billed Gull
California Gull
Lesser Black-Backed Gull

TERNs:

Forster's Tern
Caspian Tern
Common Tern
Black Tern

LAND BASED BIRDS:

Red-winged Black Birds
Cliff Swallow
Bank Swallow
Tree Swallow
Barn Swallow
Rough-Winged Swallow
Yellow-Rumped Warbler
Black-Capped Chickadee
Bewick's Wren
Hermit Thrush
American Robin

Mourning Dove
Long-Eared Owl
Great Horned Owl
Cooper's Hawk
Sharp-Shinned Hawk
Kestrel
Magpie
American Crow
Marsh Wren
Pacific Wren
Catbird
Oriole
White-Crowned Sparrow
Golden-Crowned sparrow
Fox Sparrow
Belted Kingfisher

The bird data above was collected for over a 40 years observation period by expert birders of the Lower Columbia Basin Audubon Society. This is not a complete list of birds sighted in the IBA but is a list of the more common yet critical bird species that utilize the area. The data is maintained by the society in its historical records.

I hope this information is helpful to CAO for Richland. If you have any questions or need additional information please contact me by email, dcarlward@gmail.com or phone 509-545-0627.

Sincerely,

Dana Carl Ward
Important Bird Area Coordinator
Lower Columbia Basin Audubon Society

November 5, 2018

From: Patrick Paulson and Laurie Ness

2253 Davison Avenue

Richland WA 99354

Patrick_paulson@acm.org

To: City of Richland Planning Staff

RE: Comments on Draft CAO language

1. *The Draft CAO fails to trigger an assessment of impacts from projects located outside of fish and wildlife conservation areas.*

The draft CAO includes a new definition of “adjacent” intended to address this compliance issue (our emphasis):

Add Definition to Section 22.10.040, Definitions: “Adjacent” shall mean any activity located:

1. On a site immediately adjoining a critical area;
2. A distance equal to or less than the *required critical area buffer width* and building setback;
3. ...

But, as discussed below in Section 4 (No buffers are assigned to FWHCA) the current CAO text requires *no buffers* for FWHCA. As an example, BAS from WDFW indicates that in order to protect burrowing owls the City must “Restrict activities such as oil and gas exploration and development or other sources of human disturbance within 0.8 km (0.5 mi) of burrowing owl nests between 15 February and 25 September”¹. This implies that burrowing owls require a 0.5 buffer for parts of the calendar year. The lack of a specified buffer for areas with a primary association with Burrowing Owl means that no habitat conservation report will be required for projects that will impact the functions and values of that habitat.

¹ Larsen, Eric M., Jeffrey M. Azerrad, and Noelle Nordstrom. 2004. “Management Recommendations for Washington’s Priority Species Volume IV: Birds (Revised 2012).” Olympia, WA. <https://wdfw.wa.gov/publications/00026>.

2. No consideration of “high quality ecosystems” in areas designated as Fish and Wildlife Habitat Conservation Areas.

RMC 22.10.185A. makes no mention or consideration of “high quality ecosystems” as required by the board.

3. Text of 22.10.185.1.b is unclear

Strike out ‘as necessary’ in the text:

...The State of Washington’s Department of Fish and Wildlife and/or Natural Heritage Program maintains the most current listings and should be consulted ~~as necessary~~ for current state listing status.

This phrase doesn’t add anything to the text and is potentially confusing.

4. No buffers are assigned to FWHCAs

The CAO refers to the buffers of FWHCA in multiple places. There are no provisions for FWHCA buffers in the CAO, so these references are confounding. The CAO’s regulations for FWHCA only refer to buffers for riparian areas, but these buffers provide no additional protection for FWHCA since they are already required for *all* wetlands under the CAO.

These non-existent FWHCA buffers are mentioned in the following sections of the RMC (all emphasis is added):

- RMC 22.10.200: “... fish and wildlife habitat conservation area *or its buffer*, or where development is proposed to be located adjacent to a fish and wildlife habitat conservation area *or its buffer* ...”
- RMC 22.10.200.B: “... to account for *potential buffers* that may...”
- RMC 22.10.210: “Development or any regulated activity occurring within a designated habitat conservation area or within *its respective protection buffer*.”

5. Resources to determine location of FWHCA unnecessarily restrictive

RMC 22.10.190 seems to restrict the information to locate FWHCA to WDFW’s PHS website. Modify it to allow other resources to be used at the discretion of the planner. One possibility is

To determine the location and extent of fish and wildlife habitat conservation areas, the city shall use **best available science including** current information contained in priority habitats and species maps as maintained by the Washington State Department of Fish and Wildlife.

As written, the CAO seems to preclude mapping resources from Washington Natural Heritage Program (WNHP), the National Wetlands Inventory (NWI), habitat conservation reports from other projects and staff expertise. In addition, PHS maps are insufficient for determining the

location of the different types “habitats of primary association”, including plants identified as endangered, threatened, or sensitive (ETS) by WHNP or habitats and species of local importance (HSLI) as locally determined.

The text is also internally inconsistent, since the rest of this section talks about the PHS resource being only a guide and may not map all habitats associated with ‘Priority species.’

6. Text of RMC 22.10.190 should reference all species and habitats that may not be mapped by PHS

The last paragraph of 22.10.190 should refer to all types of FWHCA which have no specified location. An improvement would be:

It is also possible that unmapped areas may include ~~priority species~~ **priority habitats or species (PHS), endangered, threatened or sensitive (ETS) species, or habitats and species of local importance (HSLI)**. If such a species is known to exist within an unmapped area, the type, extent and boundaries of this area shall be determined by a qualified professional.

However, our revised text is still incomplete; it doesn’t address Category I wetlands, waters of the state, or ponds under 20 acres (RMC 22.10.185.A.1, paragraphs 7, 11, and 12 in the current CAO).

7. Habitat Conservation Report requirements insufficient for FWHCAs not associated with PHS, ETS, or HSLI habitats or species

First, note that it’s clear that FWHCAs such as a “national wildlife refuge” or the “Amon Creek Natural Preserve” are established to protect habitats and species and natural areas in addition to those already designated for protection as either ETS, PHS, or HSLI. Otherwise there would be no need for these specifically designated areas and no protection afforded for non-sensitive wildlife such as migratory waterfowl.

But the requirements for the report *only require protection measures for ETS, PHS, and HSLI* as indicated in this text from RMC 22.10.200.C (our emphasis):

1. Detailed description of vegetation on and adjacent to the project area, including the existence or non-existence of plant species native to the state of Washington *identified by the State of Washington Natural Heritage Program that are in danger of extinction, threatened to become endangered, vulnerable, or declining and are likely to become endangered or threatened in a significant portion of their range within the state without cooperative management or removal of threats;*
2. Identification of any *priority species and habitats (PHS) or any endangered, threatened, sensitive or candidate species and any species of local concern* that have a primary association with habitat on or adjacent to the project area, and assessment of potential project impacts to the use of the site by the species;

3. A discussion of any *federal, state or local special management recommendations, including Department of Fish and Wildlife habitat management recommendations* [these recommendations likely only exist for PHS/ETS species], that have been developed for species or habitats located on or adjacent to the project area;

A report for any location specifically designated as FWHCA, such as Amon Creek Natural Preserve or the Yakima Delta, should address protection for *any native habitat or species or ecosystem* the area was designated to protect.

We don't have any suggestions for how this might look (yet).

8. Adjacency

The lack of FWHCA buffers is often overlooked because the CAO *does* specify buffers for wetlands, and because wetland buffers take 'habitat value' into account. But these buffers for wetlands don't protect functions and values of FWHCA, especially FWHCA not associated with wetlands. An example we put before the Planning Commission was BAS from WDFW that to protect Peregrine Falcons:

Avoid disturbance during the breeding season (March through June); restrict access to cliff rims where nests are built within 0.8 km (0.5 mi) and within 0.4 km (0.25 mi) of cliff faces.

Unfortunately, we don't have any simple recommendations on how to address this issue.



Department of Energy

Bonneville Power Administration
2211 North Commercial Avenue
Pasco, WA 99301

TRANSMISSION SERVICES

November 19, 2018

In reply refer to: CA2018-103 City of Richland Critical Areas Compliance
Located within the City of Richland, WM, Benton County, Washington

Mike Stevens
City of West Richland
Community Planning/Senior Planner
3801 West Van Giesen
West Richland, WA 99353

Dear Mike:

Bonneville Power Administration (BPA) has had the opportunity to review CA2018-103 City of Richland Critical Areas Compliance. The proposal is to amend RMC 22.10.185, 22.10.200, 22.10.210 and 22.10.220.

In researching our records, we have found that this proposal will not directly impact BPA facilities. BPA does not have any objections to the approval of this request at this time.

Thank you for the opportunity to review this application. If you have any questions regarding this request or need additional information, please feel free to contact me. I can be reached at (509) 230-5510 or by email at mjdeklyen@bpa.gov.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mike DeKlyen", is located below the "Sincerely," text.

Mike DeKlyen
BPA Field Realty Specialist

October 15, 2018

From: Patrick Paulson and Laurie Ness

2253 Davison Avenue

Richland WA 99354

Patrick_paulson@acm.org

To: City of Richland Planning Staff

RE: Comments on PC Workshop held October 2018

Random comments for items that came up during the workshop, based on our understanding of GMA and previous Board's rulings. Please consider these comments as you prepare for the special workshop this week and include them as comments to the Commission for the OPM next week.

List of PHS Species provided by WDFW

Our understanding is that WDFW sent a list Priority Habitats and Species that have been documented within Benton County. We don't think the PHS data goes down to the city level. We were informed by Mike Ritter that WDFW's intent was to inform the City of the habitats and species that occur locally and that the City should designate as protected. Note that WDFW is the source for BAS regarding habitats and (non-plant) species.

Shrub-steppe

First, designating shrub-steppe does *not* mean no development can be carried out where ever sage occurs, only that WDFW management recommendations¹ regarding development within these areas need to be followed. This is not unreasonable. As pointed out in guidance form the Dept. of Commerce's Critical Areas Handbook²

Protection of the functions and values of critical areas does not mean a prohibition of all uses or development within or adjacent to these areas. Rather, it means governing changes in land uses, new activities, or development that could adversely affect critical areas.

¹ WDFW, *MANAGEMENT RECOMMENDATIONS FOR WASHINGTON'S PRIORITY HABITATS: Managing Shrub-steppe in Developing Landscapes*, November 2011. (<https://wdfw.wa.gov/publications/01333/>)

² Washington State Department of Community, Trade and Economic Development, *Critical Areas Assistance Handbook*, January, 2007

Second, there is likely not much shrub-steppe left in Richland that has habitat value; working with WDFW will likely provide ways of determining when a habitat conservation report should be required.

Third, if the project still needs to alter shrub-steppe the CAO provides options for that mitigation. Finally, the CAO provides an exemption for “reasonable use” which comes into play whenever the CAO regulations would cause someone’s property to have no economic value. (The City will not have to purchase the property)

Finally, the protection of the functions of values of critical areas *is not optional* under the GMA. Economic development is not a justification for the destruction of critical area.

GMA Requirements for Best Available Science

By statute, WDFW and WNHP are statutorily acknowledged as the sources of BAS for FWHCA. That’s why the WDFW’s Priority Habitats and Species specifies the habitats and (non-plant) species are to be protected as habitats and species of local importance. Other science can be used to refute these sources, but that science must meet the GMA requirements for BAS and be documented.

Plants

The Board’s ruling on plant species is not part of “habitats and species of local importance”. One of the problems with the CAO is it uses WDFW as source for what plants are endangered, threatened or sensitive (ETS). Addressing the plant issue is straightforward: change paragraph 22.10.185.A.1.b to read something like this text from Benton County’s recent CAO update:

State designated endangered, threatened, and sensitive species are those fish, wildlife and plant species identified by the Washington State Department of Fish and Wildlife and/or State of Washington Natural Heritage Program. The State of Washington’s Department of Fish and Wildlife and/or Natural Heritage Program maintains the most current listing and should be consulted as necessary for current state listing status.

Also note that *all* the plant species listed as ETS by WNHP should be designated; Shane mentioned the status numbers given in plant lists, but these numbers were not assigned by Washington State.

(These textual changes, however, do not address the Board’s emphasis on high quality ecosystems.)

No FWHCA Buffers

The proposed language includes references to FWHCA buffers, e.g. this proposed text under RMC 22.10.200:

When development is proposed within a fish and wildlife habitat conservation area or its buffer, or where development is proposed to be located adjacent to a fish and wildlife habitat conservation area or its buffer so as to likely impact critical area ecosystem functions and values ...

This text is misleading since the CAO contains *no provisions for FWHCA buffers*. The only buffers specified in the CAO are for *wetlands*.

Considering only FWHCA that are “adjacent” to development activity does not comply with Board’s mandate to protect FWHCA from development activity.

“Adjacent” is normally understood to mean “touching”. A 10 ft. path between a proposed development and an FWHCA would then mean no assessment would be required. Guidance from the Dept. of Commerce’s *Critical Area Handbook* explicitly addresses this problem noting that an explicit definition of “adjacent” as in the following suggested code language:

The [city/county] shall regulate all uses, activities, and developments within, adjacent to, or likely to affect, one or more critical areas, consistent with the best available science and the provisions herein. Adjacent shall mean any activity located³:

1. On a site immediately adjoining a critical area;
2. A distance equal to or less than the required critical area buffer width and building setback;
3. A distance equal to or less than one-half mile (2,640 feet) from a bald eagle nest; [The distance of 2,640 feet is based on the Washington Department of Fish and Wildlife *Management*]
4. A distance equal to or less than three hundred (300) feet upland from a stream, wetland, or water body; [The distance of three hundred (300) feet is based on maximum recommended riparian habitat area width from the Washington Department of Fish and Wildlife *Management Recommendations for Washington’s Priority Habitats: Riparian*]
5. Within the floodway, floodplain or channel migration zone; or
6. A distance equal to or less than two hundred (200) feet from a critical aquifer recharge area [The distance of two hundred (200) feet is a suggested distance to ensure that activities within the critical aquifer recharge area are included under this Chapter, even when the exact boundaries of the critical aquifer recharge area are not known at the time of application]

Use of nomination process

The proposed nomination process does not address the Board’s requirement to use as a source of BAS for designation plants identified as endangered, threatened, or sensitive. Nor does it address the requirement to use BAS to identify habitats and species of local importance. Note that WAC specifically identifies WDFW as a source of BAS for habitats and species of local importance. Plants and ecosystems may also be included.

³ *Critical Areas Handbook*, pp. 36-37.

In addition, neither the City nor the property owner has any motivation to make such a nomination since nothing in the code requires that they do so.

"Will the board look at the comments?"

We feel the Commission and Council are obligated to consider all science put before it and document this in the record to ensure that either the CAO includes this science or the record contains a reasoned justification for departing from the best available science. The Commission and Council should understand that the Board will likely hold them accountable for giving due consideration to all comments submitted in a timely manner.

Regards,

Patrick Paulson and Laurie Ness

Comments on July 11 2018 Workshop

Patrick Paulson and Laurie Ness

We will be out of town on July 25 and will be unable to make comments; below are a few comments regarding the last workshop. We will likely be submitting additional comments soon.

At this workshop Kerwin Jensen presented the Commission with a Final Decision and Order from the Washington State Growth Management Hearings Board. The Order finds portions of the City's Critical Area Ordinance (CAO) update, approved by the Council in October last year, out of compliance with the State's Growth Management Act (GMA). Below we address a few issues that may have been confusing to the Commission.

1 Habitats and Species of Local Importance

Mr. Jensen noted the Growth Management Hearings Board found the City out of compliance because of failure the designate areas associated with Endangered, Threatened, and Sensitive plant species—as well as important ecosystems-- identified by the Washington Dept. of Natural Resource's Natural Heritage Program.

However, Mr. Jensen did not mention that the Board also found the City out of compliance because it failed to designate areas associated with Habitats and Species of local importance. The Board's findings (p. 6) state:

1. The City of Richland failed to include the Best Available Science when it gave no consideration to designating species and habitats of local importance as Fish and Wildlife Habitat Conservation Areas.

Previous Boards have found that one source of best available science for habitats and species of local importance is WDFW's list of Priority Habitats and Species (PHS). WAC 365-190-130(4)(b) states that cities "should identify, classify and designate locally important habitats and species" and consult the WDFW PHS information as a source of Best Available Science (BAS) in doing so.

2 Protecting Fish and Wildlife Habitat Conservation Areas (FWHCA)

Mr. Jensen characterized the Boards finding as indicating insufficient 'buffers' for FWHCAs. This characterization is not quite right; rather the CAO needs to ensure that FWHCAs, as designated by the CAO, are protected from harmful impacts to ensure 'no net loss to functions and values'. Ensuring this protection does not require 'buffers' in the sense of a wetland buffer, where no development can occur within the buffer. It is instead a requirement that potential impacts be assessed in areas where development may have negative impacts on a FWHCA. The assessment may determine that there will be no impacts or provide ways to avoid the impact while allowing the development to proceed—or it may be determined that a buffer is required to ensure the functions and values of the FWHCAs affected.

The current CAO attempts to ensure protection by requiring the project proponent to provide a wildlife habitat conservation report prepared by a qualified professional when "development is

proposed within a fish and wildlife habitat conservation area” (RMC 22.10.100¹). The Board noted that this doesn’t comply with BAS since a FWHCA can be harmed by development outside of the area.

A further difficulty is determining when a development is ‘within’ a designated FWHCA. Note that the current CAO designates, for example, “Areas where state or federal designated endangered, threatened, and sensitive species have a primary association.” as FWHCA (RMC 22.10.185.A.1); but such areas may have fluid boundaries.

The CAO calls out WDFW’s PHS mapping tool (RMC 22.10.190), but gives no procedure for using the maps to determine when a habitat conservation area report is required. However, notes from Staff in the record² outline such a procedure:

The proposed new language relies on the Priority Habitat Species (PHS) mapping maintained by the State Department of Fish and Wildlife. ... It identifies some large areas where priority habitats or species exist. If development is proposed in one of those areas, the developer would need to hire a qualified professional to prepare a report that would specifically identify the location and type of habitat present.

Note that the PHS maps are not perfect; presence of habitats/species may be indicated where they don’t exist. Further, habitats/species may be present but not indicated on the map. Nonetheless, it’s a place to start.

The problem with the above procedure, as noted by the Board, is that development may cause negative impacts to a species even if the development is not within an “area with primary association” with that species. Therefore, the wildlife habitat conservation report should be required whenever development may have impacts on such areas. This could possibly be addressed by requiring the report to be provided whenever the development is within some fixed distance of an area indicated in PHS maps. This distance would have to be determined by reviewing the BAS for recommended buffer distances for all habitats and species designated for protection by the CAO. If this distance is too large, unnecessary expense will be required of developers. If it’s too small, FWHCA will be damaged.

Some of the WDFW management recommendation publications that are available³ :

- Long-range Planning: Considering the Shrub-steppe Landscape
- Management Recommendations for Washington's Priority Habitats: Managing Shrub-steppe in Developing Landscapes
- Management Recommendations for Washington's Priority Habitats: Oregon White Oak Woodlands

¹ We cite the CAO as it is published at
<http://www.codepublishing.com/WA/Richland/html/Richland22/Richland2210.html>

² Memorandum from Rick Simon, Development Services Manager, to Planning Commission, RE: Critical Areas Update, August 9, 2017.

³ <https://wdfw.wa.gov/publications/search.php?Cat=Priority%20Habitats%20and%20Species>

- Management Recommendations for Washington's Priority Habitats: Riparian
- Management Recommendations for Washington's Priority Species Volume III: Amphibians and Reptiles
- Management Recommendations for Washington's Priority Species Volume IV: Birds
- Management Recommendations for Washington's Priority Habitats and Species
- Management Recommendations for Washington's Priority Species, Volume I: Invertebrates
- Management Recommendations for Washington's Priority Species, Volume V: Mammals (IN PROGRESS)
- Management Recommendations For Washington's Priority Species: Dungeness Crab (Cancer magister)
- Priority Habitats and Species Management Recommendations: Great Blue Heron
- Priority Habitats and Species Management Recommendations: Mazama Pocket Gopher
- Riparian Ecosystems, Volume 1: Science Synthesis and Management Implications
- Riparian Ecosystems, Volume 2: Management Recommendations (2018)
- Site-specific Management: How to Avoid and Minimize Impacts of Development to Shrub-steppe

Other sources of BAS for buffers for wildlife are available from WDFW:

- Landscape Planning for Washington's Wildlife: Managing for Biodiversity in Developing Areas (A Priority Habitats and Species Guidance Document) (<https://wdfw.wa.gov/publications/00023/>) (Also has appendices giving specific buffer distances)
- Management Recommendations for Washington's Priority Habitats: Managing Shrub-steppe in Developing Landscapes (<https://wdfw.wa.gov/publications/01333/>)
- **Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery** (<https://wdfw.wa.gov/publications/00033/>)
- Management Recommendations for Washington's Priority Habitats: Riparian (<https://wdfw.wa.gov/publications/00029/>)
- Management Recommendations for Washington's Priority Species Volume IV: Birds (<https://wdfw.wa.gov/publications/00026/>) (Also note species specific recommendations for Burrowing Owl, Ferruginous Hawk, and Great Blue Heron among others)
- Management Recommendations for Washington's Priority Species, Volume V: Mammals (IN PROGRESS) (<https://wdfw.wa.gov/publications/00027/>)

- **Site-specific Management: How to Avoid and Minimize Impacts of Development to Shrub-steppe** (<https://wdfw.wa.gov/publications/01335/>)



Alliance for a Livable and Sustainable Community

5822 W. Yellowstone Ave. Kennewick, WA 99336

www.alsctc.org

November 2, 2018

Planning Commission and City Council, City of Richland
Mike Stevens, Planning Manager
City of Richland Planning Department
505 Swift Blvd. MS#35
Richland, WA 99352

RE: Critical Area Ordinance Revisions to reach Compliance with GMA

Commissioners and Council Members:

The Alliance for a Livable and Sustainable Community (ALSC) is an affiliation of local government, educational, community health, business and citizen stakeholders working to create a vibrant local community through a long-term policy, planning, and investment strategy. Our mission is to promote and advocate livable and sustainable principles and practices in the Tri-City region by bringing stakeholders together to create and maintain a community-wide collaborative effort for improved quality of life for all in our community. We have 8 affiliate organizations. In this context, we strongly support the goals of Washington's Growth Management Act to foster intelligent urban growth, reduce sprawl, "retain open space, enhance recreational opportunities, conserve fish and wildlife habitat", and to "protect the environment and enhance the state's high quality of life".

We have three requests related to the CAO:

- We applaud the City on their recent review and update of their Critical Area Ordinance and understand that the GMA Hearings Board found the CAO deficient in protection of wildlife habitat. In responding to this issue, we urge Richland to not only to overcome the Board's objections but to fully embrace the spirit of the GMA and let the "land speak first".
- We support the goals of the GMA and recognize that its enforcement mechanism has resulted in a hodge-podge of development regulations, some of which have put critical habitat at risk. To resolve these issues we strongly encourage Richland to work closely with Washington's Natural Heritage Program and the Washington Department of Fish and Wildlife to draft and adopt a critical area ordinance that will protect the fish and wildlife habitat. This effort will give clear criteria for city staff, property owners, and public to develop and evaluate future project proposals. By taking the lead in this area Richland can serve as a model for other growing communities across the state to protect wildlife habitats within urban areas.
- As noted in Richland's GMA Public Participation Plan "One cornerstone for the success of the Growth Management Act (GMA) is citizen participation." As an extension the City's periodic update of its critical area ordinance work we support a public participation plan that ensures that interested parties will have a chance to review and comment on the planned CAO amendments.

With our history of partnerships with the cities and our extensive ties to the community we respectfully hope that these suggestions are instituted. Please feel free to contact us if further information is needed.

Respectfully,

Steve Mallory, AIA
Board President
Alliance for a Livable and Sustainable Community

December 10, 2018

From: Patrick Paulson and Laurie Ness

2253 Davison Avenue

Richland WA 99354

Patrick_paulson@acm.org

Pennifurs.mom@gmail.com

RE: 'Regulated Activities' for Fish and Wildlife Habitat Conservation Areas (FWHCA) and their buffers

The current CAO Draft language, section RMC 22.10.210, *Fish and Wildlife Habitat conservation area - Performance Standards* states (our emphasis):

Development or any *regulated activity* occurring within a designated habitat conservation area or within its respective protection buffer, or development or any *regulated activity* proposed to occur adjacent to a habitat conservation area so as to likely impact critical area ecosystem functions and values, ...

The use of the term “regulated activity” has no meaning since the CAO only defines regulated activities with regard to wetland buffers (RMC 22.10.040, RMC 22.10.070). We suggest the following text be included in the CAO, perhaps as a sub-paragraph under RMC 22.10.210:

Regulated activities within or adjacent to fish and wildlife habitat conservation areas include any activity that may impact the functions and values of the area, unless otherwise exempt from the provisions of this section.

In general, there would be no way to determine which activities might impact functions and values without a habitat conservation report. In order to avoid requiring a report for activities which clearly will not impact functions and values, include a section specifying exempt activities such as passive wildlife viewing.

Stevens, Mike

From: Ken Harper <kharper@mjbe.com>
Sent: Friday, January 18, 2019 10:00 AM
To: Stevens, Mike
Cc: Kintzley, Heather
Subject: RE: Critical Area Comments

Mike:

Thanks for the opportunity to review the accumulated public comments on this proposal, as well as the latest integrated version of the amended ordinance (revision date of 1/16/19). I also appreciated our detailed discussion earlier today.

This email is not intended to be attorney client privileged but is for use by you and the City during the public review process of the amended ordinance.

To summarize, the Growth Management Hearings Board's final decision and order ("FDO") dated June 7, 2018, dismissed seven out of nine of the petitioners' legal issues. (FDO at 1). As to the remaining issues, the FDO deemed the City out of compliance with the requirements of RCW 36.70A.060(2) (protection of critical areas) and RCW 36.70A.172(1) (inclusion of best available science ["BAS"]).

More specifically:

1) the FDO found that the City "failed to include the Best Available Science when it gave no consideration to the high quality ecosystem and rare plant categories and listings from the DNR Natural Heritage Program, a recognized source of Best Available Science." (FDO at 6).

Compliance action: see amended ordinance at RMC 22.10.185(A)(1)(b), -(3), -(4), and RMC 22.10.200(C)(1).

2) the FDO found that the City "failed to include the Best Available Science when it gave no consideration to designating species and habitats of local importance as Fish and Wildlife Habitat Conservation Areas." (FDO at 6).

Compliance action: see amended ordinance at RMC 22.10.185(A)(3) and -(4), RMC 22.10.190, and RMC 22.10.200(C)(2).

3) the FDO found that the City's prior ordinance "fails to protect against degradation of ecosystem functions and values resulting from activities occurring just outside of FWHCA boundaries where the science shows that proposed development would degrade ecosystem functions and values of the FWHCA." (FDO at 13).

Compliance action: see amended ordinance at RMC 22.10.040 (definitions of "adjacent" and "regulated activity"), RMC 22.10.200, and RMC 22.10.210.

The compliance actions contained in the amended ordinance give the City a good likelihood of a finding of compliance by the Board.

Please don't hesitate to call with any additional questions or concerns.

K

Kenneth W. Harper
Menke Jackson Beyer, LLP
807 North 39th Avenue
Yakima, WA 98902 USA
Voice - 509-575-0313
Fax - 509-575-0351
Email - kharp@mjbe.com
Website - www.mjbe.com



State of Washington
Department of Fish and Wildlife
Habitat Program

2620 North Commercial Avenue, Pasco, WA 99301
Phone: (509) 543-3319, E-mail, Michael.Ritter@dfw.wa.gov

January 10, 2019

Mike Stevens, Planning Manager
City of Richland Development Services Department
505 Swift Boulevard MS#35
Richland, WA 99352

Subject: Comments on Richland Municipal Code Proposed Revisions to Sections 22.10.040, 22.10.185, 22.10.200, and 22.10.210

Dear Mr. Stevens,

The Washington Department of Fish & Wildlife (WDFW) has been actively engaged in the City of Richland's process to revise its Critical Areas Ordinance (CAO). We appreciate the transparent and cooperative effort that has transpired between your office and WDFW during this process.

WDFW has recently published a synthesis of science related riparian areas; we will soon publish revised Priority Habitats and Species (PHS) riparian management recommendations. In light of these documents and cognizant of the recent Growth Management Hearings Board (GMHB) decision regarding your CAO we provide the following comments and recommendations. These recommendations are intended to benefit the City, as any future comments WDFW might submit regarding development projects in the City will follow from the new PHS riparian science and management recommendations.

Recommended approach for protecting riparian areas and other FWHCAs

Consistent with our riparian science synthesis and the issues raised by the GMHB, we recommend the City consider taking a somewhat different approach to designating and protecting riparian areas and other Fish and Wildlife Habitat Conservation Areas (FWHCAs).

Riparian ecosystems: Consistent with the GMHB's finding that FWHCAs should protect ecosystem functions and values, WDFW considers riparian ecosystems [as delineated by Riparian Management Zones (RMZ)] to be a "critical area" *per se*, not just a buffer for a stream/river (although RMZs also serve to buffer the stream/river from pollutants, etc.). Our riparian management recommendations do not differentiate between riparian areas of major rivers and seasonal streams—they are all critical areas. We consider the width of the RMZ to be with wider of (a) the Site Potential Tree Height (SPTH) of a 200-year old tree (the data we have for Richland shows that the max SPTH200 is almost always less than 100') or (b) the width necessary to provide removal of pollutants (identified as a minimum of 100'—wider in cases of steep slopes or the potential for high nitrogen loading up-gradient). We consider the Channel

Migration Zone (CMZ) to be fully within the RMZ; we recommend that the RMZ width measurement commence at the outer edge of the CMZ.

The following two items are on the topic raised by GMHB regarding protecting ecosystem functions and values adjacent to FWHCAs:

Riparian ecosystems: See above regarding CMZs. Although we recommend that the full RMZ be protected (i.e., no net loss of ecosystem functions through compensatory mitigation for all disturbances within the full RMZ), we do not have any recommendations regarding protection of buffers adjacent to (outside of) the full RMZ. Although, as stated above, the RMZ may expand to include the full pollutant removal function, meaning it may need to be wider than 100', especially in cases of high nitrogen loading or steep slopes and resultant pollutant/sediment delivery. This requires a site-specific analysis.

Bald eagles: The proposed revisions includes a half mile radius around a bald eagle's nest. However, bald eagles are no longer a PHS species so we no longer recommend local governments take specific actions to protect them. However, the city may wish to protect bald eagles as an additional species of local significance or as a way of ensuring compliance with the federal Bald and Golden Eagle Protection Act, but they should not cite us as the source of such a policy.

Definitions

We recommend the city consider revising the definition in section 22.10.040 to reflect the information provided above. The recommended deleted (strikethrough) and new (underlined) language is illustrated in the following:

"Adjacent" shall mean any activity located:

1. On a site immediately adjoining a critical area;
2. A distance equal to or less than the required critical area buffer width and building setback;
- ~~3. A distance equal to or less than one half mile (2,640 feet) from a bald eagle nest;~~
4. A distance equal to or less than two hundred fifty (250) ~~three hundred (300)~~ feet upland from a stream, wetland, channel migration zone or water body;
5. Within the floodway, or floodplain ~~or channel migration zone~~; or
6. A distance equal to or less than two hundred (200) feet from a critical aquifer recharge area

~~3* The distance of 2,640 feet is based on the Washington Department of Fish and Wildlife Management.~~

4* The distance of two hundred fifty (250) ~~three hundred (300)~~ feet is based on maximum wetland buffer recommended riparian habitat area management zone width from the Washington Department of Fish and Wildlife Management Recommendations for Washington's Priority Habitats: Riparian.

6* The distance of two hundred (200) feet is a suggested distance to ensure that activities within the critical aquifer recharge area are included under this Chapter, even when the exact boundaries of the critical aquifer recharge area are not known at the time of application.

"Riparian ecosystem: The area alongside a waterbody that significantly influences exchanges of energy and matter among terrestrial and aquatic ecosystems. Along streams and rivers it includes the active channel, channel migration zone, floodplain, and portions of the adjacent uplands that contribute organic matter and shade, provide space for nutrient cycling, and keep pollutants from entering the stream.

"Riparian Management Zone" (RMZ) means the Fish and Wildlife Habitat Conservation Area adjacent to all rivers and streams delineated to protect riparian ecosystem functions and values. Its inner point of measure is the wider of (a) the Ordinary High Water Mark or (b) the outer extent of the Channel Migration Zone. Its width is the greater of (a) 100 feet, (b) one Site Potential Tree Height of a 200-year old tree, and (c) the width needed to reliably remove pollutants as determined through a habitat conservation report.

"Site-Potential Tree Height" (SPTH) means the average maximum height of the tallest dominant trees (200 years or more) for a given site class. For most of the City of Richland, soils do not support trees that grow in excess of 100 feet. For the few sites that may grow trees taller than 100 feet, SPTH is determined through a habitat conservation report.

"Channel Migration Zone" see RMC 26.80.010.

DNR's Natural Heritage Program

RMC 22.10.185 (A)(1)(b) reference both DNR Natural Heritage Program and WDFW PHS for consideration of listed and sensitive species. However, the Natural Heritage Program is not referenced in RMC 22.10.185(A)(4). We recommend that RMC 22.10.185(A)(4) reads as follows:

In addition to Priority Habitats and Species recognized by WDFW and/or State of Washington Natural Heritage Program, a process is provided...

Conclusions

Your proposed revisions will make habitat protection of FWHCAs in the city limits stronger and more closely aligned with best available science. Please do not hesitate to contact me if you have any questions with what I have presented above. If my proposed recommendations have an impact on other sections of your code, I am willing to work with you to modify them. We look forward to continuing to work with you as you finalize your CAO. Please contact me with any questions at Michael.ritter@dfw.wa.gov or at 509-543-3319.

Sincerely,



Michael Ritter
Habitat Biologist



816 Second Ave, Suite 200, Seattle, WA 98104

p. (206) 343-0681 f. (206) 709-8218

futurewise.org

January 11, 2019

Mr. Kyle Palmer, Chair
City of Richland Planning Commission
505 Swift Boulevard
Richland, WA 99352

Dear Chair Palmer and Planning Commissioners:

Subject: Comments on the Critical Area Ordinance amendments to address the Growth Management Hearings Board Final Decision and Order concerning Case No. 171-0006.

Via email: planningcommission@ci.richland.wa.us; mstevens@ci.richland.wa.us

Thank you for the opportunity to comment on the second draft of planned amendments to the City of Richland Critical Areas Ordinance. Futurewise works throughout Washington State to support land-use policies that encourage healthy, equitable and opportunity-rich communities, and that protect our most valuable farmlands, forests & water resources. We have members across Washington State including in the City of Richland.

We are pleased to provide the following recommendations on the draft Critical Areas Ordinance to help the City ensure compliance with the Growth Management Act and the Growth Management Hearings Board Final Decision and Order. Critical Areas protections help maintain healthy, functioning ecosystems including ground and surface waters, wetlands, and fish and wildlife and their habitats and prevent cumulative adverse environmental impacts to water quality, wetlands, and fish and wildlife habitat. Additionally, these updates to the City's critical areas regulations will help protect resources that contribute to the economy and help generate jobs in our region.

Summary of Recommendations

As we discussed in our previous letter of November 30, 2018, the Growth Management Act requires all counties and cities to designate and protect critical areas. Thank you for taking our comments into consideration and making some of the changes we recommended. We have some additional comments below.



Habitat and Species of Local Importance

The Growth Management Act requires cities to work with their community to design locally appropriate programs for designating and protecting critical areas. We strongly support the city's public comment period that will allow citizens to give input on Habitat and Species of Local Importance and the inclusion of section 22.10.185 Fish and wildlife habitat conservation areas section 3. We also support designating the State of Washington's Department of Fish and Wildlife's Priority Habitats and Species as habitats and species of local importance. This is consistent with WAC 365-190-130(4)(b).

In our last letter we recommend including a process to designate these types of habitats. In hearing the staff and planning commission concerns about the requirements of the owners signing off on the nomination making the approval harder to administer and less likely to achieve, we recommend some changes that will make it less onerous on the nominators. Furthermore, having reviewed the recommendations from other interested parties we support the recommendations from Debbie Berkowitz which were provided at the hearing but not included in the packet. We find her recommendation for the nomination procedure (based on the CAO of Pacific County) to satisfy the requirements for consideration of HSLI and provides a better process for identifying habitat based on habitat features, with mapping only necessary if an entire ecosystem is being identified. We support the inclusion of her recommendations for 22.10.185A4 as follows:

22.10.185A4. In addition to the Priority Habitats and Species recognized by WDFW, the City also will allow nomination of habitats and species of local importance by any person. The nomination shall include the following: (a) Identification of specific habitat features to be protected (for example, nest sites, breeding areas, and nurseries), or if a habitat or ecosystem is being nominated in its entirety, a description and map of the geographic boundaries encompassed in the nomination; (b) Documentation of how the proposed species or habitat meets the following criteria (i) local populations of native species that are likely to become endangered, are vulnerable, or declining; (ii) species or habitats with recreational, cultural, economic, or other special value to the citizens of Richland, such as public appeal; (iii) Protection by other City, County, State, or Federal policies, laws, regulations, or non-regulatory tools are not sufficient to prevent degradation of the habitat or decline of the species; or (iv) Habitats of local importance represent either high-quality native habitat or habitat that has a high potential to recover to a suitable condition and that is limited in availability, highly vulnerable to alteration, or provides landscape connectivity that contributes to the integrity of the surrounding landscape; (c) Management strategies, supported by the best available science, that if implemented would measurably help to conserve the species or habitat. The Administrator shall review and evaluate the nomination and make a recommendation to the planning commission which shall hold a public hearing and make a recommendation to the City Council.

While we appreciate the incorporation of the changes we recommended in our November 30, 2018 letter we feel the above language is a better option and will satisfy the concerns from the Planning Commission and other commenters.

[No additional recommendations for this subsection.]

Fish and Wildlife Habitat Conservation Area – Performance Standards.

We strongly support the inclusion of “respective protection buffer” in 22.10.210 Fish and wildlife habitat conservation area – Performance standards, and we recommend that the City require buffers for the Fish and Wildlife Habitat Conservation areas. As mentioned in our previous comment letter and other comments received by the City, wetland buffers will not fully protect FWHCA. Buffers are necessary to protect aquatic areas and many upland wildlife habitats. For example, the Department of Fish and Wildlife recommends buffers around ferruginous hawk nests, a state threatened species.¹ Additionally, we recommend the City make it clear that any impact to habitat and buffers must be mitigated. We suggest a few additions which are double underlined and deletions which are double struck through as follows:

K. Activities within a habitat conservation area shall be conditioned as identified in the habitat conservation area report to avoid, minimize, and ~~or~~ mitigate potential adverse impacts. Conditions shall include protective buffers based on the State of Washington Department of Fish and Wildlife Management recommendations for Washington’s priority species modified for local conditions and the recommendations of the Department of Fish and Wildlife biologists and may include, but are not limited to, the following measures:

[No additional recommendations for this subsection.]

Requirements for habitat conservation area reports

As with buffers mentioned above, in 22.10.200 states, “When development is proposed within a fish and wildlife habitat conservation area or its buffer, or where development is proposed to be located adjacent to a fish and wildlife habitat conservation area or its buffer so as to likely impact critical area ecosystem functions and values, a habitat conservation report shall be prepared consisting of the following...” However, buffer delineations are not defined here or elsewhere in the code. In addition to our recommendations for Fish and Wildlife Habitat Conservation Area – Performance Standards we recommend that the definition of “Adjacent” be updated with the addition of the double underlined text:

“Adjacent” shall mean any activity located:

1. On a site immediately adjoining a critical area;
2. A distance equal to or less than the required critical area buffer width and building setback; or where the buffer width has yet to be determined, a distance equal to a buffer and set back that would typically be required for the present habitat or species.

Furthermore, at the last Planning Commission Workshop discussion of the draft ordinance, it seemed that there was consensus to include the recommendations from Tapteal Greenway. This will help to clarify what triggers a conservation report. However, the words double underlined below still need to be included to fully implement their recommendations on 22.10.200

Requirements for habitat conservation area reports.

“where development is proposed to be located adjacent to a fish and wildlife habitat conservation area or its buffer or close enough to the FWHCA so as to likely impact critical area ecosystem functions and values.”

¹ Scott Richardson, Morie Whalen, Dinah Demers, and Ruth Milner, Ferruginous Hawk *Buteo regalis* p. 7-1 & p. 7-3 (1999) in E. Larsen, J. M. Azerrad, N. Nordstrom, editors, *Management recommendations for Washington’s priority species, Volume IV: Birds* p. vi (Washington Department of Fish and Wildlife, Olympia, Washington, USA: 2004).

Thank you for considering our comments. If you require additional information, please contact Alison Cable at 206-343-0681 x114 and email: alison@futurewise.org or Tim Trohimovich at (206) 343-0681 Ext. 118 and email: tim@futurewise.org.

Very Truly Yours,



Alison Cable
Tri-Cities Program Manager



Tim Trohimovich, AICP
Director of Planning & Law

Stevens, Mike

From: Alison Cable <alison@futurewise.org>
Sent: Thursday, January 10, 2019 8:44 AM
To: Stevens, Mike
Subject: RE: CAO

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Again,

Below is the excerpt from the Tapteal Greenway letter and the draft code for comparison. I don't see the inclusion of the highlighted portion of the definition from Tapteal.

From Tapteal:

22.10.200 Requirements for habitat conservation area reports.

When development is proposed within a fish and wildlife habitat conservation area or its buffer, or where development is proposed to be located adjacent to a fish and wildlife habitat conservation area or its buffer so as to likely impact critical area ecosystem functions and values, a habitat conservation report shall be prepared consisting of the following:

To fully incorporate the requirements of Finding 2 additional wording needs to be added to the above section:

where development is proposed to be located adjacent to a fish and wildlife habitat conservation area or its buffer or close enough to the FWHCA so as to likely impact critical area ecosystem functions and values

From DRAFT Code:

22.10.200 Requirements for habitat conservation area reports. When development is proposed within a fish and wildlife habitat conservation area or its buffer, or where development is proposed to be located adjacent to a fish and wildlife habitat conservation area or its buffer so as to likely impact critical area ecosystem functions and values, a habitat conservation report shall be prepared consisting of the following:

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Sent: Wednesday, January 9, 2019 2:00 PM

To: Alison Cable <alison@futurewise.org>

Subject: RE: CAO

Alison:

The current draft does include Tapteal's recommendations. If you look at Dirk's comment letter, you will see recommended changes that were made. If I missed something, please provide a specific reference.

It is my recollection that the Planning Commission was in favor of having the property owner sign off on the nomination process. If you recall differently, then that would be a good comment to ask them at the hearing or to put in your letter.

Thanks,

Mike

From: Alison Cable [<mailto:alison@futurewise.org>]

Sent: Wednesday, January 9, 2019 10:55 AM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Subject: Re: CAO

Mike,

Looking through the latest draft I have a question for you before we send more comments. I thought from the comments at the workshop that the city was planning to update the definition of adjacent to include Tapteal's recommendations? Has that just not happened yet? Futurewise had some suggested language for that part as well that we thought would help clear up a gap on triggers for conservation report requirements.

Also, I messed up and included some language from Spokane County's ordinance that should have been struck out requires owner sign-off and I think that maybe onerous for the nomination process. From the discussion at the workshop it sounded like the planning commission agreed that the owner sign off portion would be unnecessary.

There may be a couple of other items but on my first read through that was what stood out.

Thank you!

Alison

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From: Alison Cable <alison@futurewise.org>

Sent: Tuesday, January 8, 2019 2:54 PM

To: Stevens, Mike

Subject: RE: CAO

Ok – got it. Thanks!

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Sent: Tuesday, January 8, 2019 2:49 PM

To: Alison Cable <alison@futurewise.org>

Subject: RE: CAO

The link titled: [CA2018-103 Critical Areas Update](#) is at the bottom of the heading “2018 CAO Update”. This link contains the draft as discussed and directed by the Planning Commission. Let me know if you still have trouble.

Mike

From: Alison Cable [<mailto:alison@futurewise.org>]

Sent: Tuesday, January 8, 2019 2:44 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Subject: RE: CAO

Thank you – do you have a link to the latest CAO? The link on the SEPA proposed land use actions doesn’t seem to include all of the changes discussed at the workshop.

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Sent: Tuesday, January 8, 2019 2:40 PM

To: Alison Cable <alison@futurewise.org>

Subject: RE: CAO

Alison:

The final draft that is out for comment took into consideration the Planning Commission Workshop comments/outcomes from the first 30-day review/comment period. The Planning Commission discussed the comments received and staff recommended changes based upon those comments at the December 12th workshop, which resulted in the final draft that has been sent back out for comment with a deadline of January 11th.

There will not be a comment matrix with responses given to the comments received.

If you still have concerns about the definition of "adjacent" and what/when a HCA report is needed, I strongly suggest that you include proposed language that you think would satisfy your concerns. The Planning Commission will then be able to take the suggested language into consideration when making their final recommendation to City Council at the January 23rd public hearing.

Hope that helps.

Thanks,
Mike

From: Alison Cable [<mailto:alison@futurewise.org>]
Sent: Tuesday, January 8, 2019 2:25 PM
To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Subject: CAO

Hi Mike,

I noticed the deadline for comments on the CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS (CA2018-103 & EA2018-128) is January 11. Based on the outcome of the workshop it sounds like the next draft of the CAO that will include the staff and planning commission recommendations on January 17. What is the process for responding to the planning commission workshop outcomes? We are still concerned about the definition of "adjacent" and proposed changes for triggering a habitat conservation area report. Is there going to be a Comment Matrix with responses to the comments received to date and the City's response to them?

Thank you!
Alison

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Friday, December 14, 2018 7:58 AM

To: Alison Cable <alison@futurewise.org>

Subject: RE: ALSC

Once I get the new draft of the CAO back from the attorney's office (putting it in Ordinance format), I will make it available for public review.

Thanks,

Mike

From: Alison Cable [<mailto:alison@futurewise.org>]

Sent: Thursday, December 13, 2018 4:02 PM

To: Stevens, Mike <mstevens@ci.richland.wa.us>

Subject: Fwd: ALSC

Thanks Mike –

It's looking like July at this point! We are finalizing our presenter schedule for 2019 and I'll send it out to you and check back in as we get closer to make sure it still works for you.

On a different note – is there a new version of the CAO that you can send me? Sorry I wasn't able to make it to the meeting yesterday, I have been under the weather. Sounds like a lot of good progress was made last night.

Thanks!

Alison

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From: Stevens, Mike <mstevens@ci.richland.wa.us>

Sent: Monday, December 10, 2018 3:54 PM

To: Alison Cable

Cc: Wallner, Amanda

Subject: RE: ALSC

Hi Alison:

Feel free to contact me prior to any upcoming meeting(s) and if available I would be happy to attend.

Thanks,

Mike

From: Alison Cable [<mailto:alison@futurewise.org>]

Sent: Monday, December 10, 2018 3:11 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Cc: Wallner, Amanda <awallner@CI.RICHLAND.WA.US>

Subject: ALSC

Hi Mike,

I hope this finds you well. The Alliance for a Livable and Sustainable Community meets the 2nd Monday of the month in the Bechtel Board room at the Regional Chamber/TRIDEC offices. These meetings provided a forum where our affiliate organizations can work with local governments, Educational, Community Health, Business and Citizen stakeholders to create a vibrant local community through a long-term policy, planning, and investment strategy that:

- Promotes community health and wellness
- Protects and preserves the unique attributes of our natural environment
- Encourages local enterprise innovation and economic diversity
- Organizes community events that build awareness and promote sustainable principles and practices.

We would like to invite you to a meeting in 2019, to discuss the City's Comprehensive Plan and ongoing Development and Planning processes.

Sincerely,

Alison Cable

ALSC Treasurer

www.alsctc.org

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December 10, 2018

From: Patrick Paulson and Laurie Ness

2253 Davison Avenue

Richland WA 99354

Patrick_paulson@acm.org

Pennifurs.mom@gmail.com

RE: 'Regulated Activities' for Fish and Wildlife Habitat Conservation Areas (FWHCA) and their buffers

The current CAO Draft language, section RMC 22.10.210, *Fish and Wildlife Habitat conservation area - Performance Standards* states (our emphasis):

Development or any *regulated activity* occurring within a designated habitat conservation area or within its respective protection buffer, or development or any *regulated activity* proposed to occur adjacent to a habitat conservation area so as to likely impact critical area ecosystem functions and values, ...

The use of the term "regulated activity" has no meaning since the CAO only defines regulated activities with regard to wetland buffers (RMC 22.10.040, RMC 22.10.070). We suggest the following text be included in the CAO, perhaps as a sub-paragraph under RMC 22.10.210:

Regulated activities within or adjacent to fish and wildlife habitat conservation areas include any activity that may impact the functions and values of the area, unless otherwise exempt from the provisions of this section.

In general, there would be no way to determine which activities might impact functions and values without a habitat conservation report. In order to avoid requiring a report for activities which clearly will not impact functions and values, include a section specifying exempt activities such as passive wildlife viewing.

Date: 1/11/19

To: Mike Stevens and the Richland Planning Commission

From: Debbie Berkowitz

Re: Comments on the proposed changes to the CAO.

I appreciate that you have included a nomination process for habitats or species of local importance. However, the text in 22.10.185A4 requires a statement of support for the nomination by the owner of the property. There are three problems with this:

- The FWHCA shouldn't depend on a property owner's approval; best available science should determine whether or not an area or species can be designated.
- As was stated at the workshop, it is unlikely that a property owner would nominate his property for an FWHCA. It is also unlikely that a property owner would support an FWHCA for his property.
- And it is also probable that a species of local importance wouldn't necessarily be associated with a particular property.

Therefore, the current wording would make the designation of a habitat or species of local importance almost impossible and negate the intent of including such a process.

I have read the CAOs for the city of Spokane, Ferry County, and Pacific County – and none of them mentions a statement of support by the owner of the property. Ferry County mentions notification of the property owner (as well as adjacent property owners and public or private groups that may have an interest in the application), which seems reasonable.

In addition, I am not sure why there is a removal process; neither the City of Spokane nor Pacific County has one. A report would determine if a species or habitat is no longer present in an area proposed for development.

In my comments for the December Planning Commission workshop, I recommended using the Pacific County version of the nomination process. I still think it's a better one to use as a template for Richland's nomination process.

This process has already taken too long because nothing was brought to Planning Commission by the City in a timely fashion, i.e., from July through September. It needs to be finished expeditiously.

Thank you for considering my proposed changes.

Stevens, Mike

From: Patrick Paulson <patrick_paulson@acm.org>
Sent: Friday, January 11, 2019 10:31 AM
To: Stevens, Mike; Planning Commission
Cc: Laurie Ness; Keith E Folkerts; Jensen, Kerwin; Ritter, Michael W (DFW); Gwen.clear@ecy.wa.gov
Subject: Comments CAO Text Amendments (CA2018-103 & EA2018-128, SEPA# 201807125)
Attachments: comments-1210-regulated-activities.pdf; FWHCA comments, Berkowitz, 2018_11_29.docx; Comments on CAO Remand for Planning Commission Workshop 20180912.pdf

Here are comments on the CAO, text included below. Also attaching documents referred to in the comments.
(audio attached as shared link, too big otherwise)



January 11, 2019

From: Patrick Paulson and Laurie Ness
2253 Davison Avenue
Richland WA 99354
Patrick_paulson@acm.org
Pennifurs.mom@gmail.com

RE: Compliance issues with CAO draft language Posted as of 1/4/2019

1. Failure to address non-compliance findings by Growth Management Hearings Board

1.1 High Quality Ecosystems

No consideration given to “high quality ecosystems” as required by the Board’s order. This issue was raised in our comments submitted 11/5/2018, where we specifically note that the revised code language “makes no mention or consideration of ‘high quality ecosystems’ as required by the board”^[1]. We also noted this omission in comments submitted in October 2018.^[2]

1.2 Lack of appropriate trigger for determining impacts of activities to FWHCA

The language for habitat conservation report triggers is still flawed. The proposed language states:

where development is proposed to be located adjacent to a fish and wildlife habitat conservation area or its buffer so as to likely impact critical area ecosystem functions and values...

This means that the City only checks if development is “likely to impact critical area ecosystem functions and values” if the development is “located adjacent to a fish and wildlife habitat conservation area or its buffer”. However, as we and other commenters pointed out multiple times this fails to protect FWHCA since no buffers are required for FWHCA^[3]. Because of the lack of buffers for FWHCA, the current draft language *still* only addresses impacts from projects

that are *immediately* adjacent to FWHCA, leaving the CAO out of compliance with the Board's order. As Mike Stevens, Richland's Planning Manager, acknowledged at the 12/12/2018 Planning Commission (PC) workshop, this language fails to provide an adequate trigger for some FWHCA^[4] The problem was discussed in depth by the planning commission but the proposed language does not reflect the discussed changes, which were to include language proposed by Tapteal Greenway^[5].

1.3 Failure to include and consider BAS when designating species and habitats of local importance as FWHCA

The City was presented with science that clearly indicates that Beavers, Otters, Black-capped Chickadee, and Downy Woodpecker should be designated as species of local importance and that Beaver Ponds and the Yakima Delta Important Bird Area should be designated as habitats of local importance^[6].

Prior decisions by the Board indicate that when such science is on the record the City is required to consider the science and provide a reasoned justification for not using this science when designating species and habitats of local importance^[7]. Additionally, the board has ruled that when a jurisdiction has been provided science showing the importance of beavers and beaver dams that it cannot, without justification, reject that science and exempt activities that impact the ecological functions of beavers and beaver dams^[8].

The City was also requested to add Bald Eagle as a species of local importance. In previous comments we noted that

WDFW recommends that CAO Updates "require that developers who may potentially impact bald eagle habitat complete the USFWS' self-assessment to determine if a permit from USFWS is needed". WDFW and the U.S. Fish and Wildlife Service (USFWS) also recommends "that development activities near bald eagle habitat be carried out consistent with the national Bald Eagle guidelines [(U.S. Fish and Wildlife Service 2007), also applicable to Golden Eagles]" (Muller 2016, p. 14). ... Since these guidelines require evaluation of variables such as nesting chronology and the likely impact of activities on eagles[,] Richland's CAO should require that when activities are carried out near eagle habitat the developer is required to hire a qualified professional to prepare a Wildlife Habitat Conservation report to ensure that USFWS guidelines are followed^[9].

2. Issues resulting in lack of protection of designated areas

2.1 Functions and values intended to be protected by designated FWHCA should be specified

In our submitted comments we noted that

... it's clear that FWHCAs such as a "national wildlife refuge" or the "Amon Creek Natural Preserve" are established to protect habitats and species and natural areas in addition to those already designated for protection as either ETS, PHS, or HSLI. Otherwise there would be no need for these specifically designated areas and no protection afforded for non-sensitive wildlife such as migratory waterfowl ... But the requirements for the report only require protection measures for ETS, PHS, and HSLI ... ^[10]

This point has multiple ramifications throughout the CAO, since much of the CAO language regarding FWHCA only refers to the protection of PHS or ETS species. We suggest the following language be added to the CAO, perhaps as a paragraph between 22.10.185.A and B:

Areas described by 22.10.185.A, paragraphs 4-10 and 13-14, are designated as FWHCA in order to protect any species (plant or animal) native to Washington State that has a primary association with the designated area.

This will help ensure that the protections provided by the rest of the CAO provisions will protect designated FWHCA as intended.

2.2 FWHCAs designated by geographic location are not adequately described

In previous comments we noted that the CAO does not adequately specify the boundaries of some FWHCA:

For those FWHCA with boundaries set by Richland -- Amon Creek Natural Preserver [sic], Badger Mountain Natural Preserve, and the "Yakima River Delta", a list of parcels that are included in the area should be specified somewhere and the CAO should indicate how these boundaries can be located through City resources.

For FWHCA with boundaries set by other agencies, such as national wildlife refuges and "state nature area preserves", the CAO should specify how to obtain the boundaries of these areas from appropriate agencies...

...the CAO should require that [boundaries of these FWHCA] are indicated on the City's Critical Areas Map...^[11]

2.3 Requirements for the habitat conservation report insufficient to protect FWHCAs designated by geographic location, wetlands, small ponds, and waters of the state

The current language of RMC 22.10.200, Requirements for habitat conservation area reports, fails to account for habitats of local importance. Paragraph C.2 should be revised to read as follows (our addition is emphasized):

Identification of any priority species and habitats (PHS) or any endangered, threatened, sensitive or candidate species **and any habitat or species of local concern** that have a primary association with habitat on or adjacent to the project area, and assessment of potential project impacts to **the protected habitat or** the use of the site by the species;

We submitted comments noting that the City's designation of areas such as Amon Creek Natural Preserve provide no additional protection for the designated areas since the requirements for habitat conservation reports only consider habitats and species that are either PHS, ETS, or HSLI^[12]. The clear intent of designating the areas described by paragraphs 4-10 and 13-14 of RMC 22.10.185.A as FWHCA is to provide protection not already provided by other provisions of the CAO.

As we pointed out,

The requirements for habitat conservation reports are crucial because the protective measures prescribed by the performance standards for FWHCA (RMC 22.10.210) are "conditioned *as identified in the habitat conservation area report* to minimize or mitigate potential adverse impacts" (our emphasis). This implies that any habitat not identified by the report need not be protected^[13].

We suggest the following additional requirement be added to RMC 22.10.200.C between subparagraphs 2 and 3:

Within areas designated FWHCA by RMC 22.10.185.A paragraphs 4-10 and 13-14 the identification of all species (plant or animal) native to Washington State that have a primary association with habitat

on or adjacent to the project area, and assessment of potential project impacts to the use of the site by the species.

2.4 *Current language unduly restricts BAS used to locate areas with primary association to protected species and habitats*

As we noted in our comments^[14], the draft language (RMC 22.10.190) unduly restricts BAS to be considered to determine locations that have a primary association with protected habitats and species, stating “the city shall use current information contained in priority habitats and species maps as maintained by the Washington State Department of Fish and Wildlife”. While WDFW is a source of BAS it is not the *only* source. We suggested the following revision:

To determine the location and extent of fish and wildlife habitat conservation areas, the city shall **use best available science** including current information contained in priority habitats and species maps as maintained by the Washington State Department of Fish and Wildlife.

Our comments further noted that the last paragraph of RMC 22.10.190, allowing protection for areas not mapped by PHS if a “[priority] species is known to exist within an unmapped area...”, is vague, imprecise, and fails to protect all areas designated as FWHCA. We suggested the following revision:

It is also possible that unmapped areas may include ~~priority species~~ **priority habitats or species (PHS), endangered, threatened or sensitive (ETS) species, or habitats and species of local importance (HSLI)**. If such a species or habitat is known to exist within an unmapped area, the type, extent and boundaries of this area shall be determined by a qualified professional.

2.5 *“Regulated Activities” not defined.*

The draft language fails to address the problem that the term “regulated activities” is not defined for FWHCA. In submitted comments we noted^[15]:

The current CAO Draft language, section RMC 22.10.210, *Fish and Wildlife Habitat conservation area - Performance Standards* states (our emphasis):

Development or any *regulated activity* occurring within a designated habitat conservation area or within its respective protection buffer, or development or any *regulated activity* proposed to occur adjacent to a habitat conservation area so as to likely impact critical area ecosystem functions and values, ...

The use of the term “regulated activity” has no meaning since the CAO only defines regulated activities with regard to wetland buffers (RMC 22.10.040, RMC 22.10.070). We suggest the following text be included in the CAO, perhaps as a sub-paragraph under RMC 22.10.210:

Regulated activities within or adjacent to fish and wildlife habitat conservation areas include any activity that may impact the functions and values of the area, unless otherwise exempt from the provisions of this section.

In general, there would be no way to determine which activities might impact functions and values without a habitat conservation report. In order to avoid requiring a report for activities which clearly will not impact functions and values, include a section specifying exempt activities such as passive wildlife viewing.

2.6 CAO does not protect FWHCA from cumulative impacts

The current language fails to protect FWHCA from cumulative impacts. We submitted comments suggesting the following requirement be added to the habitat conservation report in order to address these impacts:

Habitat Conservation Reports shall evaluate the potential impact of the proposed development on FWHCAs or their buffers, both short term (e.g. construction) and long term, based on an assessment of the direct, indirect, and cumulative impacts of the proposal in combination with existing and potential future land use activities; ^[16]

As we noted in our comments this text is based on the requirements for critical aquifer recharge areas (RMC 2.10.370.B.7.f).

2.7 Buffers specified by performance standards for FWHCA do not reflect BAS

The performance standards for FWHCA (RMC 22.10.210) specify that:

J. Riparian corridors shall meet the minimum requirements as established in RMC Title 26 and wetland buffer requirements as established in RMC 22.10.110;

The minimum requirements for buffers specified in RMC Title 26 for Riparian areas (Table 26.60.042) only apply to “regulatory reaches” within the shoreline. This effectively means that *no* minimum requirements are given by Title 26 for areas where the CAO applies. The only other mention of buffers for riparian areas in Title 26 is in Table 26.60.024(D), where the buffer entry for “Riparian Forest” contains the text “Buffer width to be based on score for habitat functions or water quality functions”; no minimum buffer width is given.

RMC 22.10.110 provides buffers for wetlands; the prescribed buffer widths are not necessarily applicable to the protection of FWHCAs. Additionally, the CAO gives no guidance on how to apply these buffer width requirements to riparian areas not associated with wetlands.

In order to ensure adequate buffers for riparian areas, we recommend the City revise this provision to read:

J. Width of riparian corridors shall be in accordance with buffer widths suggested by BAS, including WDFW publication *Riparian Ecosystems, Volume 2: Management Recommendations*, May 2018, or as revised. Riparian corridors shall also meet the minimum buffer requirements as established in RMC Title 26 and wetland buffer requirements as established in RMC 22.10.110;

3. Nomination Process for Habitats and Species of Local Importance

The nomination process for habitats and species described by RMC 22.10.185.A.4 has multiple flaws.

Requirement (a), for habitat location on a map, is impractical for the nomination of areas with a primary association with some species, such as Beaver or Black-capped Chickadee. Since WDFW does not map non-PHS species, identifying areas with primary associations to such a species might require the nominator to perform a city-wide survey to find occurrences of the nominated species. It should be sufficient for the nominator to provide a description of likely habitat for a nominated species.

Requirement (f) includes a “statement of support for the nomination signed by the owner of the property”. This requires the nominator to identify all property on which a nominated species might

occur, which is infeasible. In addition, as Mike Stevens, City of Richland Planning Manager, remarked: “to be honest, a property owner that’s going to develop is likely not going to, you know, volunteer to [submit statement preventing development]”.^[17]

To address these faults, we suggest the City adopt the nomination process proposed by Debbie Berkowitz in her comments submitted during the first comment period^[18].

4. Attachments

Comments on Critical Area Ordinance for Planning Commission Workshop on September 12, 2018: Patrick Paulson and Laurie Ness, attached as “Comments on CAO Remand for Planning Commission Workshop 20180912.pdf”

Re: Comments on the proposed changes to the CAO: Debbie Berkowitz, 12/10/2018, attached as “FWHCA comments, Berkowitz, 2018_11_29.docx”.

‘Regulated Activities’ for Fish and Wildlife Habitat Conservation Areas (FWHCA) and their buffers: Patrick Paulson and Laurie Ness, attached as “comments-1210-regulated-activities.pdf”.

Workshop Agenda Packet: City of Richland, *Richland Planning Commission 12/12/2018 Workshop Agenda packet*, accessible

at <https://richlandwa.civicclerk.com/Web/UserControls/DocPreview.aspx?p=1&aoid=2397>.

Workshop Audio: Laurie Ness, *Richland Planning Commission Workshop 12/12/2018*, Audio Recording, attached as “workshop-audio.mp3”.

^[1]Patrick Paulson and Laurie Ness, “RE: Comments on Draft CAO language”, 11/5/2018, at pp. 60 in *Richland Planning Commission 12/12/2018 Workshop Agenda packet (Workshop Agenda Packet)* (<https://richlandwa.civicclerk.com/Web/UserControls/DocPreview.aspx?p=1&aoid=2397>).

^[2]Patrick Paulson and Laurie Ness, “RE: Comments on PC Workshop held October 2018”, 10/15/2018, at pp. 65-68 in *Workshop Agenda Packet*.

^[3]Patrick Paulson and Laurie Ness, “Protecting Critical Areas”, pp. 17-38 in *Workshop Agenda Packet*; “RE: ‘Adjacency’ and triggering mechanism for habitat conservation reports”, 11/13/2018, pp. 39-42 in *Workshop Agenda Packet*; “RE: Comments on Draft CAO language”, 11/5/2018, pp. 60-63 in *Workshop Agenda Packet*. Dirk Peterson, Tapteal Greenway, comments dated 11/30/2018, pp. 48-49 in *Workshop Agenda Packet*. Futurewise, comments dated 11/30/2018, pp. 51-55 in *Workshop Agenda Packet*.

^[4]Mr. Stevens states the current language will provide assessment for “some of the areas but not all” possible impacts to FWHCA. Laurie Ness, *Richland Planning Commission Workshop 12/12/2018 (Workshop Audio)*, Audio Recording, at 19:10).

^[5]*Workshop Audio* at 16:40-25:40.

^[6]Patrick Paulson and Laurie Ness, “RE: Additional Performance Standards, BAS, and habitats and species of local importance”, 11/26/2018, pp. 42-45 in *Workshop Agenda Packet* (Beavers and Beaver Dams); *Comments on Critical Area Ordinance for Planning Commission Workshop on September 12, 2018*, submitted 1/9/2019 (Beavers and Otters). Lori Wollerman Nelson, “comments on proposed code amendment to CAO”, 11/29/2018, pp. 46-47 in *Workshop Agenda*

Packet (Black-capped Chickadee and Downy Woodpecker). Dana Ward, Lower Columbian Basin Audubon Society, “Information that should be considered in the Critical Area Ordinance (CAO) for the City of Richland”, pp. 57-59 in *Workshop Agenda Packet* (Yakima Delta Important Bird Area).

^[7]The County is required to make a “reasoned analysis on the record, including best available science and other local factors” in determining whether or not a habitat or species should be designated as Habitat or Species of Local Importance. *Island County Citizens' Growth Management Coalition, et al v. Island County* WWGMHB Case 98-2-0023c, Compliance Hearing Order on FDO Remand Issues 5,7,9,13 and 17 (Oct. 12, 2000), p. 18.

^[8]*WEAN v. Island County*, WWGMHB Case 14-2-0009, Final Decision and Order (June 24, 2015), pp. 12-15.

^[9]*Comments on Critical Area Ordinance for Planning Commission Workshop on September 12, 2018*, submitted 1/9/2019.

^[10]Patrick Paulson and Laurie Ness, section titled “Habitat Conservation Report requirements insufficient for FWHCAs not associated with PHS, ETS, or HSLI habitats or species” within “RE: Comments on Draft CAO language”, 11/5/2018, pp. 60-63 in *Workshop Agenda Packet*.

^[11]Patrick Paulson and Laurie Ness, “RE: Protecting FWHCA associated with Category1 wetlands, waters of the state, and small ponds And FWHCA designated by Location”, 11/23/2018, pp. 12-16 in *Workshop Agenda Packet*.

^[12]*Ibid.*, also Patrick Paulson and Laurie Ness, section titled “Habitat Conservation Report requirements insufficient for FWHCAs not associated with PHS, ETS, or HSLI habitats or species” within “RE: Comments on Draft CAO language”, 11/5/2018, pp. 60-63 in *Workshop Agenda Packet*.

^[13]*Supra*, note 10.

^[14]“Habitat Conservation Report requirements insufficient for FWHCAs not associated with PHS, ETS, or HSLI habitats or species” within “RE: Comments on Draft CAO language”, 11/5/2018, pp. 60-63 in *Workshop Agenda Packet*.

^[15]Patrick Paulson and Laurie Ness, *RE: 'Regulated Activities' for Fish and Wildlife Habitat Conservation Areas (FWHCA) and their buffers*, 12/10/2018 (submitted 1/10/2019).

^[16]Patrick Paulson and Laurie Ness, “RE: Additional Performance Standards, BAS, and habitats and species of local importance”, 11/26/2018, pp. 42-45 in *Workshop Agenda Packet*.

^[17]*Workshop Audio* at 10:25.

^[18]Debbie Berkowitz, *Re: Comments on the proposed changes to the CAO*, 12/10/2018.

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Patrick Paulson

December 10, 2018

From: Patrick Paulson and Laurie Ness

2253 Davison Avenue

Richland WA 99354

Patrick_paulson@acm.org

Pennifurs.mom@gmail.com

RE: 'Regulated Activities' for Fish and Wildlife Habitat Conservation Areas (FWHCA) and their buffers

The current CAO Draft language, section RMC 22.10.210, *Fish and Wildlife Habitat conservation area - Performance Standards* states (our emphasis):

Development or any *regulated activity* occurring within a designated habitat conservation area or within its respective protection buffer, or development or any *regulated activity* proposed to occur adjacent to a habitat conservation area so as to likely impact critical area ecosystem functions and values, ...

The use of the term "regulated activity" has no meaning since the CAO only defines regulated activities with regard to wetland buffers (RMC 22.10.040, RMC 22.10.070). We suggest the following text be included in the CAO, perhaps as a sub-paragraph under RMC 22.10.210:

Regulated activities within or adjacent to fish and wildlife habitat conservation areas include any activity that may impact the functions and values of the area, unless otherwise exempt from the provisions of this section.

In general, there would be no way to determine which activities might impact functions and values without a habitat conservation report. In order to avoid requiring a report for activities which clearly will not impact functions and values, include a section specifying exempt activities such as passive wildlife viewing.

Date: 11/29/18

To: Mike Stevens and the Richland Planning Commission

From: Debbie Berkowitz

Re: Comments on the proposed changes to the CAO.

I appreciate the changes that have been proposed by staff to 22.10.185 - 200 FWCA and associated definition.

I would suggest the following additions (in track changes) based on the actions items from the Growth Management Hearings Board. These all relate to habitats of local importance, WNHP, and buffers.

22.10.185A3. Habitats and species of local importance.

- The City of Richland hereby adopts by reference those Priority Habitats and Species considered priorities for conservation and management identified by the State Department of Fish and Wildlife as the same now exist or as may be amended.
- The City also will allow nomination of habitats and species of local importance by any person. The nomination shall include the following: (a) Identification of specific habitat features to be protected (for example, nest sites, breeding areas, and nurseries), or if a habitat or ecosystem is being nominated in its entirety, a description and map of the geographic boundaries encompassed in the nomination; (b) Documentation of how the proposed species or habitat meets the following criteria (i) local populations of native species that are likely to become endangered, are vulnerable, or declining; (ii) species or habitats with recreational, cultural, economic, or other special value to the citizens of Richland, such as public appeal; (iii) Protection by other City, County, State, or Federal policies, laws, regulations, or non-regulatory tools are not sufficient to prevent degradation of the habitat or decline of the species; or (iv) Habitats of local importance represent either high-quality native habitat or habitat that has a high potential to recover to a suitable condition and that is limited in availability, highly vulnerable to alteration, or provides landscape connectivity that contributes to the integrity of the surrounding landscape; (c) Management strategies, supported by the best available science, that if implemented would measurably help to conserve the species or habitat. The Administrator shall review and evaluate the nomination and make a recommendation to the planning commission which shall hold a public hearing and make a recommendation to the City Council.

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Commented [C1]: I'm pleased that the City is proposing to adopt by reference the PHS identified by WDFW, but think that there should also be an opportunity for citizens to have direct input to the process. Both of these aspects are part of a number of cities/counties critical areas ordinances.

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Commented [C2]: An example of a nomination process.

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22.10.185B. Fish and wildlife habitat conservation buffer areas

Buffer zones shall be established around fish and wildlife habitat conservation areas to protect the ecological integrity, structure and functions of the resource from development-induced impacts. Buffer widths shall reflect the sensitivity of the species or habitat present and the type and intensity of the proposed adjacent human use or activity, consistent with best available science.

Commented [C3]: Buffers are alluded to in the next section and in 22.10.200, but their establishment is not required in those sections. This separate section would establish the requirement.

22.10.185CB. Fish and wildlife habitat conservation areas are intended to and the city shall use the best available science to

Commented [C4]: These shouldn't be just an 'intent'.

22.10.190 Fish and wildlife habitat conservation area inventory maps.

(1st paragraph): To determine the location and extent of fish and wildlife habitat conservation areas, the city shall use current information contained in priority habitats and species maps as maintained by the Washington State Department of Fish and Wildlife as well as maps from other sources based on best available science. The City's critical areas map shall include FWHCAs as mapped by the WDFW and WNHP and shall also include maps of habitats or species of local importance.

(last paragraph): It is also possible that unmapped areas may include priority species or habitats as well as FWHCAs described in 22.10.185A. If such a species or habitat is known to exist within an unmapped area.....

22.10.200 Requirements for habitat conservation area reports.

C2. Identification of any priority species and habitats (PHS), habitats of local importance, or any endangered, threatened, sensitive or candidate species and any species of local concern.....

22.10.210 Fish and wildlife habitat conservation area – Performance standards.

C. Integrate retained habitat and its buffers into open space and native plantings....

D. Activity within a habitat conservation area and its buffers shall not result in the degradation of the functions and values of the habitat.

E. ... into a habitat conservation area or its buffers.

F.within a habitat conservation and its buffers.

Etc. i.e., include buffers when discussing habitat areas.

Thank you for considering these proposed additions.

Comments on Critical Area Ordinance for Planning Commission Workshop on September 12, 2018

Patrick Paulson and Laurie Ness

1. Plant Species (Issue 1a)

While the textual changes to protect state-listed plant species should be straight forward, we'd like to emphasize to the commission that this is not merely a bookkeeping item—it provides the City with the means to protect important plant species that occur within the City's urban growth area. The Washington Natural Heritage Program (WNHP) provides online mapping resources showing occurrences of state listed plant Species in/near Richland (WNHP 2017). These areas contain Columbia Yellowcress (*Rorippa columbiae*) and Grand Redstem (*Ammannia robusta*), both listed as threatened by the Washington Department of Natural Resources (WDNR). They also contain Snake River Cryptantha and Lowland Toothcup (*Rotala ramosior*), both listed as sensitive by WDNR. Since none of these plant species are listed federally they are unprotected by the current CAO.

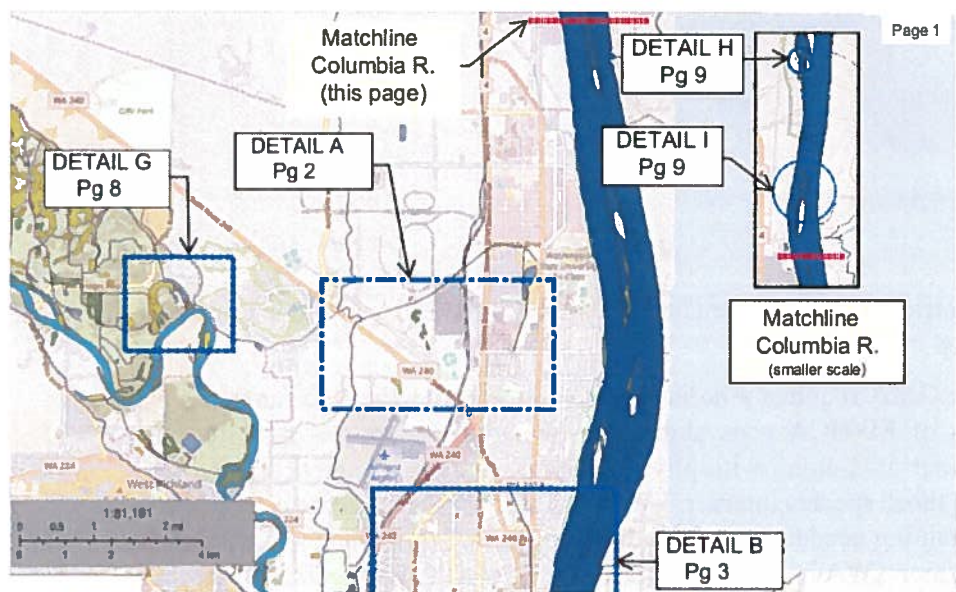


Figure 1 Overview of areas where state-designated plant species occur

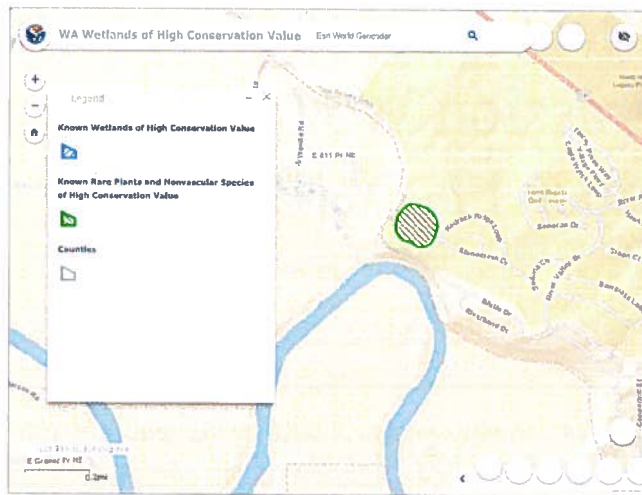


Figure 2 Horn Rapids area

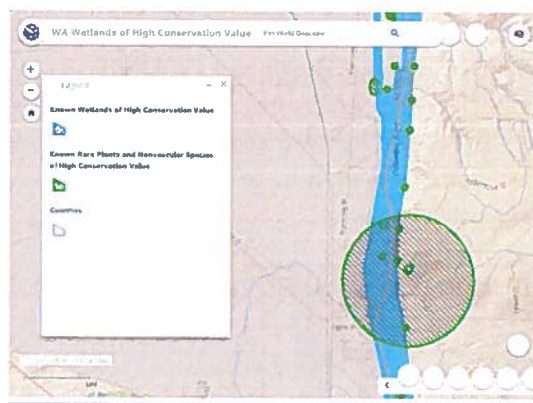


Figure 3. Vicinity of North Richland Industrial Area

1.1 Ecosystems

The Board specifically enjoins the City to designate FWHCA in order to protect high quality ecosystems, stating

... the GMA requires a holistic approach to protecting the functions and values of FWHCA ecosystems consisting of the species that live in a particular area along with physical components of the environment with which those species interact. FWHCA are “areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem [WAC 365-190-030(6)(a)] (Growth Management Hearings Board 2018).

We suggest that the City designate any high-quality examples of Ecosystems identified by WNHP be designated as FWHCA. WNHP is identifying “subgroups” of ecosystems that will allow it to “track the various ecological settings on the landscape while plant associations provide the ability to track the biotic diversity within those settings” (WDNR 2018a). Areas that belong to the

ecosystem subgroups identified by WNHP should be designated as FWHCA. WNHP has a catalog of wetland and riparian ecosystem subgroups (WDNR 2018b); future efforts will designate upland ecosystem subgroups.

Example CAOs that designate ecosystems include section 24.25.075.D of Thurston County's CAO designates and protects prairie habitat as a FWHCA (Thurston County 2012); the City of Leavenworth has a mechanism for formally including ecosystems as FWHCA. Section 16.08.430.F of its CAO states:

Areas formally designated by the city as areas of rare plant species, high quality ecosystems, or land useful or essential for preserving connections between habitat blocks and open spaces: classified as fish and wildlife habitat conservation areas of local importance (City of Leavenworth 2018).

2. Habitats and Species of Local Importance (HSLI)

2.1 PHS Habitats and Species

WDFW recommends that "CAOs designate and protect *all* PHS Habitats/Species as Habitats and Species of Local Importance (or through some other means)" [emphasis ours] and also notes that "For jurisdictions that choose not to designate/protect all PHS species/habitats, jurisdiction should maintain a record of the science used to reach that conclusion" (Muller 2016)¹. The PHS List compiled by WDFW represents the BAS regarding areas that should be designated as FWHCA. While it possible for Richland to bring forward science to justify *not* designating these areas the Board will likely find the language non-compliant with the GMA.

State GMA rules require that

Counties and cities should identify, classify and designate locally important habitats and species. Counties and cities should consult current information on priority habitats and species identified by the Washington state department of fish and wildlife. Priority habitat and species information includes endangered, threatened and sensitive species, *but also includes candidate species and other vulnerable and unique species and habitats*. While these priorities are those of the Washington state department of fish and wildlife, *they should be considered by counties and cities as they include the best available science ...* [emphasis added].²

Many jurisdictions use the PHS list to designate FWCHA; Appendix B below shows example code from other jurisdictions. Appendix A below gives a summary of Board findings on this issue.

¹ P. 20. The text is obscured by an image in the PDF version, but can be selected and viewed with a PDF reader. (Muller 2016)

² WAC 365-190-130(4)(b). The PHS information is the BAS.

2.2 HSLI as Determined Locally

2.2.1 Habitat: Beaver Dams

Beaver dams support biodiversity and are correlated with the occurrence of many species. They are especially important in arid climates such as ours. We cite science that supports our argument that beaver dams should be designated as a habitat of local importance.

Beaver dams have been shown to be beneficial to the breeding success of dabbling ducks such as teal (Nummi and Hahtola 2008). Since damage to beaver dams may adversely affect dabbling ducks, most of which are protected under the North American Migratory Bird Act, beaver dams should be designated as FWHCA. In addition, research has shown that “total species richness, total abundance, and aquatic assemblage abundance were each positively correlated with [beaver] dam density, suggesting that dam density is related to other riparian characteristics selected by birds” and suggest that “increasing dam-building activity may be important in creating favorable riparian conditions for a rich and abundant bird community in semiarid regions” (Cooke and Zack 2008).

Beaver dams may also be correlated with populations of Great Blue Herons (New Hampshire Fish and Game Department. 2005), a PHS candidate species. Further, beaver dams “increased niche availability [of invertebrates] through active maintenance of wetlands” and “played an important role in aquatic invertebrate diversity and distribution” (Hood and Larson 2014); invertebrates are an important food source for many migratory bird species.

Beaver dams are frequently used by juvenile Coho salmon and other fishes and recent research suggests that “Watershed-scale restoration activities designed to increase Coho Salmon production should emphasize the creation of ponds and other slow-water environments; increasing beaver populations may be a simple and effective means of creating slow-water habitat.” (Pollock et al. 2004). Research also shows that beaver ponds “increased rearing habitat for Coho during the late summer low flow” and that “Beaver represent a low-cost tool deserving more consideration for stream rehabilitation projects” (Hibbs, McComb, and Leidholt-bruner 1992). A meta-analysis of studies on the influence of beaver dams and fish populations found that “The majority of 49 North American and European experts considered beaver to have an overall positive impact on fish populations, through their influence on abundance and productivity” (Kemp et al. 2012).

Research suggests that “Beaver-induced changes to habitat quality, stability, and connectivity may increase spotted [Columbia] frog population resistance and resilience to seasonal drought, grazing, non-native predators, and climate change, factors which threaten local or regional persistence” (Arkle and Pilliod 2015).

2.2.2 Species: Protections for Eagles

Bald and Golden Eagles are not listed as a protected species at either the State or Federal level. However, federal and state laws prohibit killing, injuring, or disturbing bald and golden eagles without a permit (WDFW 2018a). We believe the CAO should help developers take actions to avoid requiring a federal permit and, failing that to ensure developers obtain necessary permits. This can be facilitated by designating areas associated with eagles as FWHCA.

WDFW recommends that CAO Updates “require that developers who may potentially impact bald eagle habitat complete the USFWS’ self-assessment to determine if a permit from USFWS is needed”. WDFW and the U.S. Fish and Wildlife Service (USFWS) also recommends “that

development activities near bald eagle habitat be carried out consistent with the national Bald Eagle guidelines [(U.S. Fish and Wildlife Service 2007), also applicable to Golden Eagles]" (Muller 2016, p. 14). This recommendation to be expanded to include Golden Eagles. Since these guidelines require evaluation of variables such as nesting chronology and the likely impact of activities on eagles Richland's CAO should require that when activities are carried out near eagle habitat the developer is required to hire a qualified professional to prepare a Wildlife Habitat Conservation report to ensure that USFWS guidelines are followed.

The City of Sequim's CAO, Section 18.80.070.D.4 specifies that "Whenever activities are proposed within 800 feet of a verified nest territory or communal roost, a habitat management plan must be developed by a qualified professional. The director must verify the location of eagle management areas for each proposed activity" (City of Sequim 2018). Similar language should be adopted by the City of Richland specifying that the plan must follow USFWS recommendations.

2.2.3 Species: Beavers and Otters

Beavers and Otters server as "sentinel species". Their reliance on marine environments mean that their presence in our arid region indicates an area of high ecological diversity. Beavers and otters should be specified by the CAO as species of local importance.

(Peterson and Schulte 2016) write "Sentinel species can serve as indicators for both individual and population-level health risks to both wildlife and humans, and therefore facilitate the mitigation and prevention of such contamination. When such species are also keystone species and/or ecological engineers in aquatic ecosystems, understanding the influence of pollutants on their physiology and behavior acquires added importance. Given that river otters (*Lontra canadensis* and *Lutra lutra*) and beavers (*Castor canadensis* and *C. fiber*) serve such roles and are susceptible to a wide-range of anthropogenic pollution, this makes them prime candidates as indicators or sentinels of aquatic ecosystem health."

3. Protecting Designated Fish and Wildlife Habitat Conservation Areas (FWHCA) (Issue 4)

3.1 Determining the location and extent of designated FWHCA

Developers should be required create a Habitat Conservation Report when the proposed activity may adversely affect a FWHCA. However, many of the areas designated as FWHCA in the CAO do not have clear geographical boundaries to help the City and developers determine when such adverse effects are possible. The Board has required the City to update the CAO so that assessment of the impact of development activities is done, when necessary, to ensure that FWHCAs are protected.

3.1.1 Show borders of Named areas on critical areas map.

Several specific geographical areas are designated as FWHCA by RMC 22.10.185. The following areas do not have firm geographical boundaries or boundaries that are determined by the City:

- "The Yakima River Delta area, including Lake Wallula wildlife habitat areas currently managed by the U.S. Army Corps of Engineers, the Chamna Natural Preserve, Bateman Island" (RMC 22.10.185.A.3)

- “Amon Creek Natural Preserve” (22.10.185.A.5)
- “Badger Mountain Natural Preserve” (22.10.185.A.6)

Some of these areas appear on various maps produced by the City; however, they do not occur on Richland’s Critical Area Map [cite map]. The CAO should specify exactly how to determine the borders of these regions.

In addition, the CAO should either require that other designated FWHCA with known geographical boundaries; preferably by showing them explicitly on the Critical Areas Map or alternately by specifying how to determine boundaries through the appropriate federal or state agencies.

3.1.2 Specify additional resources to identify areas that contain designated FWHCA

The current CAO states “to determine the location and extent of fish and wildlife habitat conservation areas, the city shall use current information contained in priority habitats and species maps as maintained by the Washington State Department of Fish and Wildlife” (RMC 22.10.190). While the PHS service should definitely be used, the current language seems to unnecessarily restrict which resources can be used to determine the location of designated FWHCA. The CAO should make it clear that in addition to the PHS mapping service mapping tools from other agencies should be used when appropriate, especially in the preparation of Wildlife Conservation Area reports. Ideally the CAO should explicitly call out resources that meet BAS requirements. Such resources can include WNHP’s mapping services for high quality ecosystems and threatened and sensitive plants and the National Wetlands Inventory for wetlands and riverine habitat.

3.1.3 Identifying “waters of the state” and small wetlands and streams

RMC 22.10.185.A.12 designates waters of the state as FWHCA, which “include lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and watercourses within the jurisdiction of the state of Washington” (RCW 90.38.20). Additional tools can be suggested by the CAO to determine if development may adversely affect waters of the state.

Our small wetlands and streams make up riparian ecosystems. This ecosystem is essential to both aquatic and terrestrial wildlife species. As noted in (Windrope et al. 2018), “More than 85% of all species on the landscape use riparian ecosystems during some phase of their life. Of these, about 170 species including 134 mollusks, 11 amphibians, 3 reptiles, 10 birds, and 9 mammals are likely riparian obligates—requiring riparian habitat to complete their life cycle.” These habitats are especially important in Richland’s arid climate.

Resources to identify waters of the state include the National Wetlands Inventory Mapper (USFWS 2015) and WNHP’s wetland viewer (WDNR 2018c). The use of these tools is illustrated in (Ness and Paulson 2018) which shows wetland habitats and streams in the City of Richland.

3.2 Best Available Science on activities that negatively impact FWHCA

In our comments submitted for the Planning Commission Workshop on July 11, 2018, we provided a partial catalog of sources of BAS to use to determine when activities may cause harm to the values and functions of FWHCA. WDFW provides management recommendations which can be used to ensure the CAO includes appropriate triggers to determine when a development proposal requires an assessment of impacts to FWHCA (WDFW 2018c). WDFW’s PHS list (WDFW 2008) provides an overview of every priority habitat and species; (Windrope et al. 2018)

provides management recommendations for riparian ecosystems, including minimum buffers based on stream type and site-specific recommendations.

Resources for the identification and protection of ecosystems include WDFW's Habitat Program (WDFW 2012), which provides "...sound scientific information, management recommendations, and expert technical guidance to other agencies and the public". The program can provide "policy leadership and coordination of land use planning issues related to the Growth Management Act, Shoreline Management Act, and Priority Habitats and Species (PHS) program... and science-based support for the development of local growth management and shoreline management plans, ordinances, and programs" and PHS information to ensure fish and wildlife needs (WDFW 2012, 3). WDFW's regional offices offer "technical support consistent with habitat conservation priorities to local governments participating in ... Critical Area Ordinance updates, and the application of PHS information to regulatory activities" and provides "technical assistance to citizens on habitat protection and restoration" (WDFW 2012, 5). The regional office for the City of Richland, Region 3, has focus areas on "Conserving and protecting remaining shrub-steppe habitat and priority species that depend on these habitats" and "Restoring habitat to aid recovery of threatened salmon and steelhead populations in the Yakima River Basin" (WDFW 2012, 6).

3.3 BAS for specific species and habitats

The CAO must determine the conditions for the requiring a Wildlife Conservation Area report to ensure that buffers and other protective measures can be recommended by a qualified professional when a development activity may harm the values of functions of FWHCA. This section highlights sources of BAS to use in the development of the CAO. These sources can be used to determine recommended buffer widths to protect habitats and species; the CAO could ensure that the Wildlife Conservation Area report is required whenever development might occur in such a buffer. It should be noted that the report may conclude that a suspect area is not a FWHCA – that is, is not associated with a PHS habitat or species, or that measures other than a buffer can be used to protect FWHCA.

Table 1 lists species that are known to occur in Benton county and which should be considered in the development of Richland's CAO. The table is not complete, notable omissions include steelhead trout and American White Pelican. In this table a State Status of 'T', 'S', 'C', or 'M' indicates 'Threatened', 'Sensitive', 'Candidate', or 'Monitored', respectively. The CAO is required to protect all State-listed threatened and sensitive species; it is also required to protect state candidate species unless it can provide convincing BAS for not doing so. A Federal Status of 'C' indicates a Federal Candidate species while 'SC' indicates a species of concert. Candidate species may potentially be listed as threatened or endangered; it makes sense for the CAO to protect them proactively. A Species of Greatest Concern (SGCN) is a species that the State of Washington has determined may require immediate protection to prevent future decline.

In addition to the species listed in Table 1 anadromous fish species should also be protected by the CAO; these species are given a special status in the GMA. Note that PHS shows occurrences of salmonid species in Richland outside of the Shoreline Management Plan (SMP) jurisdiction; development in these areas are only regulated by the CAO. (Knight 2009) gives land-use planning recommendations for anadromous fisheries.

Table 1. State-monitored species, compiled from Appendix D of (J. Azerrad et al. 2009)

Taxon	Common_Name	Scientific_Name	SGCN	PHS	State Status	Federal Status	County
Amphibian	Woodhouse's Toad	Anaxyrus woodhousii			M		Benton
Bird	Bald Eagle	Haliaeetus leucocephalus	Y	1	S	SC	Benton
Bird	Black-crowned Night-heron	Nycticorax nycticorax		2	M		Benton
Bird	Black-necked Stilt	Himantopus mexicanus		2	M		Benton
Bird	Burrowing Owl	Athene cunicularia	Y	1	C	SC	Benton
Bird	Caspian Tern	Hydroprogne caspia		2	M		Benton
Bird	Common Loon	Gavia immer	Y	1,2	S		Benton
Bird	Ferruginous Hawk	Buteo regalis	Y	1	T	SC	Benton
Bird	Forster's Tern	Sterna forsteri		2	M		Benton
Bird	Golden Eagle	Aquila chrysaetos	Y	1	C		Benton
Bird	Grasshopper Sparrow	Ammodramus savannarum			M		Benton
Bird	Great Blue Heron	Ardea herodias	Y	2	M		Benton
Bird	Great Egret	Ardea alba			M		Benton
Bird	Great Egret	Ardea alba			M		Benton
Bird	Greater Sage-grouse	Centrocercus urophasianus	Y	1,3	T	C	Benton
Bird	Lewis' Woodpecker	Melanerpes lewis	Y	1	C		Benton
Bird	Loggerhead Shrike	Lanius ludovicianus	Y	1	C	SC	Benton
Bird	Long-billed Curlew	Numenius americanus		2	M		Benton
Bird	Merlin	Falco columbarius		1	C		Benton
Bird	Northern Goshawk	Accipiter gentilis	Y	1	C	SC	Benton
Bird	Osprey	Pandion haliaetus			M		Benton
Bird	Peregrine Falcon	Falco peregrinus	Y	1	S	SC	Benton
Bird	Prairie Falcon	Falco mexicanus	Y	3	M		Benton
Bird	Sage Sparrow	Amphispiza belli	Y	1	C		Benton
Bird	Sage Thrasher	Oreoscoptes montanus	Y	1	C		Benton
Bird	Swainson's Hawk	Buteo swainsoni			M		Benton
Bird	Turkey Vulture	Cathartes aura			M		Benton
Bird	Vaux's Swift	Chaetura vauxi	Y	1	C		Benton
Bird	Western Grebe	Aechmophorus occidentalis	Y	1,2	C		Benton
Bird	Yellow-billed Cuckoo	Coccyzus americanus	Y	1	C	C	Benton
Mammal	American Badger	Taxidea taxus	Y		M		Benton
Mammal	Black-tailed Jackrabbit	Lepus californicus	Y	1,3	C		Benton
Mammal	Fringed Myotis	Myotis thysanodes		2	M	SC	Benton
Mammal	Hoary Bat	Lasiurus cinereus			M		Benton
Mammal	Long-eared Myotis	Myotis evotis		2	M	SC	Benton
Mammal	Long-legged Myotis	Myotis volans		2	M	SC	Benton
Mammal	Merriam's Shrew	Sorex merriami	Y	1	C		Benton
Mammal	Northern Grasshopper Mouse	Onychomys leucogaster			M		Benton
Mammal	Ord's Kangaroo Rat	Dipodomys ordii			M		Benton

Taxon	Common_Name	Scientific_Name	SGCN	PHS	State Status	Federal Status	County
Mammal	Pallid Bat	<i>Antrozous pallidus</i>		2	M		Benton
Mammal	Sagebrush Vole	<i>Lemmiscus curtatus</i>			M		Benton
Mammal	Spotted Bat	<i>Euderma maculatum</i>			M		Benton
Mammal	Townsend's Big-eared Bat	<i>Corynorhinus townsendii</i>	Y	1,2	C	SC	Benton
Mammal	Townsend's Ground Squirrel	<i>Urocitellus townsendii</i>	Y	1	C	SC	Benton
Mammal	Western Pipistrelle	<i>Pipistrellus hesperus</i>			M		Benton
Mammal	Western Small-footed Myotis	<i>Myotis ciliolabrum</i>		2	M	SC	Benton
Mammal	White-tailed Jackrabbit	<i>Lepus townsendii</i>	Y	1,3	C		Benton
Reptile	Common Sagebrush Lizard	<i>Sceloporus graciosus</i>	Y	1	C	SC	Benton
Reptile	Desert Nightsnake	<i>Hypsiglena chlorophaea</i>			M		Benton
Reptile	Gopher Snake	<i>Pituophis catenifer</i>	Y		M		Benton
Reptile	Pygmy Short-horned Lizard	<i>Phrynosoma douglassii</i>	Y		M		Benton
Reptile	Ringneck Snake	<i>Diadophis punctatus</i>			M		Benton
Reptile	Southern Alligator Lizard	<i>Elgaria multicarinata</i>			M		Benton
Reptile	Striped Whipsnake	<i>Coluber taeniatus</i>	Y	1	C		Benton
Reptile	Western Yellow-bellied Racer	<i>Coluber constrictor</i>	Y		M		Benton

3.3.1 Birds

(Larsen, Azerrad, and Nordstrom 2004) contains management recommendations for the protection of bird species. It includes specific recommendations for Common Loon, American White Pelican, Great Blue Heron, Ferruginous Hawk, Golden Eagle, Bald Eagle, Prairie Falcon, Burrowing Owl, Vaux's Swift, Lewis' Woodpecker, Loggerhead Shrike, Sage Thrasher, and Sage Sparrow; all of these species occur in Benton County (Table 1).

A review of the scientific literature on appropriate buffer widths to protect avian species concluded "If avian habitat is a management objective, managers should consider managing for riparian zones that are at least 100 m wide" (Fischer and F. Theriot 2000).

WDFW recommendations for Great Blue Heron colonies recommend (Azerrad 2012) year-round buffer sizes ranging from 200 ft. in urban areas to about 1000 ft. in rural areas. The CAO could account for this by requiring habitat assessment for projects that are located within 1000 ft. when PHS mapping or other resources indicate the possibility of Heron rookeries.

3.3.2 Mammals

WDFW is currently finalizing recommendations for mammals (WDFW 2018b).

3.3.3 Shrub-Steppe

Sources of BAS from WDFW include (Azerrad, J. M., K. A. Divens, M. F. Livingston, M. S. Teske, H. L. Ferguson 2011a) and (Azerrad, J. M., K. A. Divens, M. F. Livingston, M. S. Teske, H. L. Ferguson 2011b). These sources suggest that a survey of existing shrub-steppe and a long range plan for shrub-steppe management are required. (J. M. Azerrad et al. 2011) contains practices

that should be considered when preparing a Habitat Conservation Report for shrub-steppe areas and could be incorporated in a list of Best Management Practices (BMP).

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Appendix A Board findings regarding Habitats and Species of Local importance; PHS

In *WEAN vs. Island County* the Board cited the Court of Appeals (*Ferry County v. Growth Mgmt. Hr'gs Bd.*, 184 Wn. App. 685, 731 (Wash. Ct. App. 2014), p. 731):

... That ordinance must comply with the GMA, which requires it to include BAS when it decides whether to designate species and habitats of local importance. *Honesty in Env'tl. Analysis & Legislation (HEAL) v. Cent. Puget Sound Growth Mgmt. Hr'gs Bd.*, 96 Wn. App. 522, 527, 979 P.2d 864 (1999). "RCW 36.70A.172(1) provides that counties and cities 'shall include' the best available science in developing both policies and regulations regarding critical areas. Inclusion of the best available science

in the development of critical areas policies and regulations is therefore a mandate of the GMA.” HEAL, 96 Wn. App. At 528.

The GMHB did not require the county to designate any species or habitat of local importance. The GMHB found the county enacted a critical areas ordinance. Therefore, the GMHB initially ruled that Ferry County must include BAS in the adoption of that regulation. In the alternative, the county must provide a reasoned justification for departing from BAS³.

In its order, the GMHB found

Generally, the WDFW’s priority habitat maps are the BAS for a county’s critical areas for listed species [citing *Stevens County v. Futurewise*, 146 Wn. App. 493, 511]. WDFW’s PHS indicates “any occurrence” of [a priority species] should be a “priority area.” [citing Washington Department of Fish and Wildlife, 2008, Priority Habitat and Species List. Olympia, Washington., p. 6, p. 6: “Any Occurrence: Applies to a priority species with limiting habitat that is not known or to a species that is so rare that any occurrence is important in a land use decision”]. ... Jurisdictions may depart from BAS but, in doing so, must provide a reasoned justification [citing ‘Swinomish Indian Tribal Cmty., 161 Wn.2d at 431-32’]⁴.

In the same case, the Board stated: “WAC 365-190-130(4)(b) provides that priority habitats and species include candidate species”⁵ and that “so long as the Western toad remains a state candidate species, it must be considered for protection.”⁶

The Board has also commented extensively on this matter in Case 97-1-0018c:

... The County’s reading of WAC 365-190-080(5) [“that only habitat protection is required for endangered, threatened, and sensitive species, but [optional for the other components of the WDFW/PHS program”] fails to consider that BAS is required to be included to justify its decision whether or not to protect and designate fish and wildlife habitat conservation areas, which include “habitats and species of local importance... The optional/permissive “sources and methods” under WAC 365-190-080(5)(c) allows counties to use other sources for BAS

³ WEAN v. Island County, Final Decision and Order, 6/24/2015 at p. 38

⁴ *Ibid*, pp. 38-39

⁵ *Ibid*. at p. 39

⁶ GMHB 14-2-0009 CO WEAN v. Island County, Order Finding Compliance and Continuing Non-Compliance 9/29/2016 at p. 15

“other than the WDFW PHS program,” not completely ignore habitats and species of local importance, particularly if the County has the science available in the record that shows certain habitat and species of local importance in the County are “candidates”, a step from ETS listing.

...

Critical areas are, among other areas, fish and wildlife habitat areas, which include not only areas with which endangered, threatened, and sensitive species have a primary association, but habitats and species of local importance. If habitats and species of local importance weren't required elements to be protected, they would not have been listed under fish and wildlife Habitat areas⁷.

The Board's conclusions in this case have been affirmed by the courts⁸.
The Board has also ruled:

The County's failure to include Candidate species and the inclusion of only two species of local importance does not comply with the Act in the face of clear and strong recommendations to the contrary by those agencies responsible for the protection of fish and wildlife habitat⁹.

The Board found Mason County out of compliance because its CAO failed "...to identify and protect habitats and species of local importance pursuant to WAC 365-190-080(5)(a)(ii). The County must identify habitats and species of local importance..."¹⁰.

Appendix B Example Code Language for including designating PHS areas as Habitats and Species of Local Importance

Benton County's recently adopted CAO designates the following as FWHCA:

- (2) State priority habitats and areas associated with state
priority species.

⁷ GMHB 97-1-0018c - Concerned Friends of Ferry County v. Ferry County, Seventh Order on Compliance at pp. 13-14

⁸ Ferry County v. Growth Mgmt. Hr'gs Bd., 184 Wn. App. 685, 339 P.3d 478, 2014 Wash. App. LEXIS 2347, 184 Wn. App. 685, 339 P.3d 478, 2014 Wash. App. LEXIS 2347

⁹ GMHB 95-2-0073 CO 3/2000 - Diehl, et al v. Mason County, et al, (Aquatic Management Areas) Order Finding Continued Noncompliance and Invalidity 3/22/2000 at p. 19

¹⁰ GMHB 95-2-0073 CO Diehl, et al. v. Mason County, et al., Stipulated Order Finding Continuing Noncompliance 2/8/1999 at p. 3

(i) State of Washington Priority Habitats and Species are considered priorities for conservation and management. The State of Washington's Department of Fish and Wildlife should be consulted for current listing of priority habitats and species.

(3) Habitats and species of local importance. Benton County designates the following as a habitat and species of local importance:

(i) Shrub-steppe habitat. Critical to supporting priority species in Benton County, shrub-steppe habitat as identified by the Washington State Department of Fish and Wildlife and included in the State Priority Habitats and Species List.

Note that (3) is currently redundant, since Shrub-steppe habitat is currently a priority habitat and therefore designated as FWHCA by paragraph (2).

1. State Listed Species and Associated Habitats.

1. Priority species and their habitats of primary association. Priority species identified on the WDFW Priority Habitats and Species (PHS) List and their habitats of primary association. (Consult the State Department of Fish and Wildlife for the current PHS list).
2. Priority habitats. Priority habitats identified on the WDFW Priority Habitats and Species (PHS) List. (Consult the State Department of Fish and Wildlife for the current PHS list).

1. Designation. The city of Chelan designates the following lands within the city and its urban growth area as fish and wildlife habitat conservation areas:

- a. All priority habitat and species areas shown on the Washington Department of Fish and Wildlife's (WDFW) priority habitat and species maps, as amended;
- b. All areas shown as wildlife habitat on the city's generalized critical areas map; and
- c. All riparian and wildlife corridors shown on the city's open space map.

¹¹ https://www.co.thurston.wa.us/planning/critical_areas/adopted-ordinance/cao-attachment-b-chapter-24-25-fish-and-wildlife-habitat-conservation-areas.pdf

¹² <http://www.codepublishing.com/WA/Chelan/#!/Chelan14/Chelan1410.html#14.10.060>

B. State priority habitats and areas associated with state priority species, including riparian habitat areas (RHAs): classified as fish and wildlife habitat conservation areas of state or federal importance.

Stevens, Mike

From: Patrick Paulson <pennifur.pop@gmail.com> on behalf of Patrick Paulson <patrick_paulson@acm.org>
Sent: Wednesday, January 9, 2019 4:39 PM
To: Planning Commission; Stevens, Mike
Cc: Laurie Ness
Subject: (CAO update: Comments missing from Dec. 12 PC workshop agenda packet. Fwd: Electronic versions of oral and comments from Sept. 26 OPM)
Attachments: Oral Comments.docx; ATT00001.htm; Oral Comments.pdf; ATT00002.htm; Comments on CAO Remand for Planning Commission Workshop 20180912.pdf; ATT00003.htm; Excerpts From Prehearing Brief.pdf; ATT00004.htm; Excerpts from Reply to Respondent's Brief.pdf; ATT00005.htm; Excerpts from Respondent's Prehearing Brief copy.pdf; ATT00006.htm

Follow Up Flag: Follow up
Flag Status: Flagged

sending with smaller documents as attachments in case "air drop" links don't work...

Begin forwarded message:

From: Patrick Paulson <patrick_paulson@acm.org>
Subject: Electronic versions of oral and comments from Sept. 26 OPM
Date: October 15, 2018 at 10:46:57 AM PDT
To: planningcommission@ci.richland.wa.us
Cc: Laurie Ness <pennifurs.mom@gmail.com>

I don't think I ever sent in electronic versions, might be easier to handle than the handouts from the meeting. We'd like these comments to be considered during the OPM PC meeting on 10/24/2018 along with this email.

This email includes

- Electronic version of oral comments
- Handouts
 - updated version of comments submitted for Sept. Workshop. This version includes active URIs for all referenced BAS
 - pdf of material prepared by us from PHS and other web sources
 - extracts of briefs and findings from Board case

Thanks

Comments to Planning Commission, September 26, 2018

Patrick Paulson, 2253 Davison Avenue, Richland

At your next meeting the Commission will make a recommendation on updates to the Critical Area Ordinance intended to bring it into compliance with the Growth Management Act.

Your next meeting is also the first time the public will be able to comment on the revised ordinance, since it seems like the revisions will only become available when the agenda packet is posted. There's a good possibility that you will have a lot of public input to weigh before you make your decision.

I don't envy you; you'll be wading through a lot of information, opinion, science, and regulations in a short period of time.

I urge you to vote to *not* adopt the revised ordinance unless you are convinced it complies with the GMA. The City can petition the Board for more time if needed; the Board will agree if the City shows it is working towards compliance.

If the City instead is once again found out of compliance the city may face sanctions – including the loss of state revenue. And then the whole process will have to be repeated. Ferry County was out of compliance regarding Fish and Wildlife Habitat Conservation Areas—FWHCA--from 2004 until 2017. Even then the County was only found compliant because it declared itself a “partial-planning county”; Richland does not have this option under the GMA.

In order to make a recommendation you'll need to review the Best Available Science relevant to protection of FWHCA, understand the relevant portions of the GMA, and understand why the Board found the City out of compliance.

With regard to Best Available Science, I've distributed copies of comments we submitted to the Commission for your workshop earlier this

month. (We assumed the workshop would be about the CAO). We'll be submitting additional comments for your next workshop.

I've also distributed relevant portions of the arguments brought before the Board. The 'Petitioners' Brief' argues that the CAO didn't properly designate and protect FWHCA. The "Respondent's Brief" was the City's argument that the CAO *does* comply (I've put a box around the relevant portions); and the Petitioner's Reply is our rebuttal.

The arguments presented by the City were rejected by the Board. The Board states it has a "firm and definite conviction that a mistake has been made", that the ordinance adopting the CAO is "clearly erroneous" and that the CAO "fails to comply with the requirements" of the GMA with regard to designation and protection of FWHCA.

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3 BEFORE THE GROWTH MANAGEMENT HEARINGS BOARD
4 EASTERN WASHINGTON REGION
5 STATE OF WASHINGTON

6 LAURIE NESS 7 8 AND PATRICK PAULSON, 9 10 Petitioners, 11 12 v. 13 14 CITY OF RICHLAND, 15 16 17 Respondent	Case No.: 17-1-0006 PETITIONERS' REPLY TO RESPONDENT'S BRIEF
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II. EXHIBITS

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PETITIONERS' REPLY TO RESPONDENT'S BRIEF - i

1	attached to Petitioner’s request for official notice	1
2	TAB 32, Critical Areas Map, attached to Petitioner’s request for official notice.....	1
3	Tab 504 (<i>Priority Habitats and Species (PHS) List</i> , Washington Department of Fish and Wildlife (WDFW), Updated 2016	1
4	TAB 521, <i>Rare Species</i> , Washington State Department of Natural Resources, web page, https://www.dnr.wa.gov/NHPspecies , attached to Petitioner’s Second Motion to Supplement the Record	1
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6	TAB 522, <i>2017 Endangered, Threatened, and Sensitive Vascular Plant List</i> , attached to Petitioners’ Second Motion to Supplement the Record	1
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III. ACRONYMS

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10	BAS – Best Available Science	1
11	CA - Critical Area	1
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13	FWHCA – Fish and Wildlife Habitat Conservation Area	1, 2
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15	WDFW - Washington Department of Fish and Wildlife.....	1
16	WNHP - Washington Natural Heritage Program	1
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1 **IV. ISSUES PRESENTED FOR REVIEW AND ARGUMENT**

2 **A. Issues 1, 2, and 3, FWHCA Designation and Mapping Resources**

3 *Issue 1a.* The City fails to address our arguments. The Washington Natural Heritage Program
4 (WNHP) , not Washington Department of Fish and Wildlife (WDFW) , evaluates and ranks
5 native plants based on state-wide rarity.¹ WAC 365-190-040.4.a-b specifically lists “*rare plant*
6 *categories* and listings from the department of natural resources, natural heritage program” [our
7 emphasis]. This is the BAS for rare plants in Washington (*Ibid*). The City has neither designated
8 nor protected state listed endangered, threatened, and sensitive (ETS) plant species nor presented
9 a reasoned justification for this departure from the BAS.

10 *Issue 1b.* The City fails to respond to our argument that, by not designating WDFW Priority
11 Habitats and Species (PHS) , it has failed GMA's BAS and protection requirements. Fish and
12 Wildlife Habitat Conservation Areas (FWHCAs) are designated in RMC 22.10.185; the
13 standards for triggering, and required content of, reports are given in RMC 22.10.190-210. Ord.
14 40-17 neither designate as FWHCA, nor provide authority to protect areas outside of, the critical
15 areas (CAs) actually designated by the ordinance. The result is that PHS habitats and candidate
16 species occurring outside of designated FWHCA are neither designated or protected.²

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19 ¹ “There are ...155 vertebrate species, 41 invertebrate species, and 11 species groups currently in the PHS
20 List.” Tab 504 (*Priority Habitats and Species (PHS) List*, Washington Department of Fish and
21 Wildlife (WDFW), Updated 2016, attached to our Addendum to Motion to Supplement the Record) at
22 1. “[WNHP] generates lists of those plants and nonvascular species ... of conservation concern.” TAB
23 521, *Rare Species*, Washington State Department of Natural Resources, web page at 1. Also note
TAB 522, *2017 Endangered, Threatened, and Sensitive Vascular Plant List*. TABS 521 and 522
attached to 2nd motion to supplement.

² TAB 32, Critical Areas Map at IR 459, and TAB 31, Washington State Department of Fish & Wildlife
- Priority Habitat Species Map, at IR 458, both attached to our Request for Official Notice. Any area
highlighted in TAB 31 that lies outside a FWHCA might contain candidate species or habitats.

1 **B. Issues 4 and 5, FWHCA Protection and Riparian Corridors**

2 4a. The City must protect FWHCA and use BAS to do so. The CAO must include protections
3 sufficient to ensure that impacts on FWHCA are assessed whenever a proposed activity will
4 affect the functions and values of a critical area. Yet, the City “does not claim to exclusively
5 define circumstances where such reports may be required (*Rpb* 13.5-7).” Claims that a qualified
6 professional will determine the extent or boundaries of a FWHCA (*Rpb* 13.9) and the
7 administrator has the authority to require studies for buffers (*Rpb* 13.12-13) presume that
8 FWHCA reports have been completed. But the only trigger for reports is when proposed activity
9 is *within* an FWHCA³, contradicting the BAS cited by the City (*Rpb* 12.20-25).

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23 ³ “When development is proposed *within* a fish and wildlife habitat conservation area, a habitat
conservation report shall be prepared [our emphasis]”, RMC 22.10.200.

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BEFORE THE GROWTH MANAGEMENT HEARINGS BOARD
EASTERN WASHINGTON REGION
STATE OF WASHINGTON

LAURIE NESS AND PATRICK PAULSON, Petitioners, v. CITY OF RICHLAND, Respondent	Case No.: 17-1-0006 PETITIONERS' PREHEARING BRIEF
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1. Does Ordinance 40-17, reviewing and updating (RCW 36.70A.130) Richland's Critical Area Ordinance, fail to comply with GMA's requirements for protection of critical areas	
PETITIONERS' PREHEARING BRIEF - i	

(RCW 36.70A.060(2)) while including the best available science (RCW 36.70A.172) by failing to:..... 1

a) refer to the appropriate state agencies (as identified by WAC 365-190-040) regarding state-listed endangered, threatened, and sensitive plant species, or by failing to designate as FWHCAs, or otherwise protect, those areas with a primary association to such species (RMC 22.10.185(A), RMC 22.10.080(B)(1)(c))?..... 1

b) designate as Fish and Wildlife Habitat Conservation Areas (FWHCAs) and adopt adequate protective regulations, for those areas with a primary association with habitats and species of local importance, including Priority Habitats and Species (PHS) (which includes candidate species), designated by the Washington Department of Fish and Wildlife (WDFW) (WAC 365-190-130(2)(b))?..... 1

c) by failing to define “primary association”?..... 1

1.a. Endangered, threatened, and sensitive (ETS) plant species..... 1

1.b. Priority Habitats and Species, including Candidate species 3

2. [Issue 4] Does Ordinance 40-17, reviewing and updating (RCW 36.70A.130) Richland’s Critical Area Ordinance, fail to comply with GMA’s requirements for protection of critical areas (RCW 36.70A.060(2)) while including the best available science (RCW 36.70A.172) by failing to specify adequate buffers and other standards for protection of streams or other FWHCAs? 5

2.a. [Issue 4(a)] Failure to protect FWHCAs by not specifying adequate triggers for critical areas reports 5

II. AUTHORITIES

III. WASHINGTON APPELLATE AND SUPREME COURT DECISIONS

Yakima Cty. v. E. Wash. Growth Mgmt. Hearings Bd., 168 Wn. App. 680, 279 P.3d 434 (2012). 8

IV. GROWTH MANAGEMENT HEARINGS BOARD DECISIONS

Clark County Natural Resources Council, et al v. Clark County, et al, WWGMHB Case 96-2-0017c, Final Decision and Order (Dec. 6, 1996) 8

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TAB 504 <i>Priority Habitats and Species (PHS) List</i> , Washington Department of Fish and Wildlife (WDFW), Updated 2016, attached to Petitioners' Addendum to Motion to Supplement the Record.....	4
TAB 506, <i>Landscape Planning for Washington's Wildlife: Managing for Biodiversity in Developing Areas (A Priority Habitats and Species Guidance Document)</i> , WDFW, 2009, attached to Petitioners' Addendum to Motion to Supplement the Record	6, 7

VI. ACRONYMS

CA - critical area	7
ETS - Endangered, Threatened, and Sensitive species	1, 2, 3
FWHCA - Fish and Wildlife Habitat Conservation Area	1, 2, 8
MCAO - Washington Department of Ecology's Model Critical Areas Ordinance	4, 5
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1 **VII. ISSUES PRESENTED FOR REVIEW AND ARGUMENT**

2 **1. Does Ordinance 40-17, reviewing and updating (RCW 36.70A.130) Richland's Critical**
3 **Area Ordinance, fail to comply with GMA's requirements for protection of critical**
4 **areas (RCW 36.70A.060(2)) while including the best available science (RCW**
5 **36.70A.172) by failing to:**

6 **a) refer to the appropriate state agencies (as identified by WAC 365-190-040)**
7 **regarding state-listed endangered, threatened, and sensitive plant species, or by**
8 **failing to designate as FWHCAs, or otherwise protect, those areas with a primary**
9 **association to such species (RMC 22.10.185(A), RMC 22.10.080(B)(1)(c))?**

10 **b) designate as Fish and Wildlife Habitat Conservation Areas (FWHCAs) and adopt**
11 **adequate protective regulations, for those areas with a primary association with**
12 **habitats and species of local importance, including Priority Habitats and Species**
13 **(PHS) (which includes candidate species), designated by the Washington**
14 **Department of Fish and Wildlife (WDFW) (WAC 365-190-130(2)(b))?**

15 **c) by failing to define "primary association"?**

16 Fish and Wildlife Habitat Conservation Areas (FWHCAs) that must be considered for
17 classification and designation include "Areas where endangered, threatened, and sensitive
18 species (ETS species) have a primary association", "Habitats and species of local importance"
19 and "waters of the state."¹ BAS for these critical areas includes the Washington Department of
20 Fish and Wildlife (WDFW) Priority Habitats and Species (PHS) program and Dept. of Natural
21 Resources Natural Heritage Program (WNHP).²

22 *1.a. Endangered, threatened, and sensitive (ETS) plant species*

23 Rare plants are classified as endangered, threatened, and sensitive at the state level by the
WNHP. This state agency's work is formally recognized as BAS.³ While the updated regulations

¹ WAC 365-190-130(2)(a)(b)(f).

² WAC 365-190-130(4)(a)(b)(f).

³ WAC 365-190.040(4)(b), 130(4)(a)(b).

1 purport to designate and protect ETS plant species, due to misidentification of the relevant state
2 agency they do not.

3 RMC 22.10.185 (A) designates as FWHCAs:

4 A. Fish and wildlife habitat conservation areas include the following:

5 1. Areas where state or federal designated endangered, threatened,
and sensitive species have a primary association.

6 ...

7 b. State designated endangered, threatened and sensitive species are
those fish, wildlife and plant species native to the state of Washington
8 identified by the State Department of Fish and Wildlife, that are in
danger of extinction, threatened to become endangered, vulnerable, or
declining and are likely to become endangered or threatened in a
9 significant portion of their range within the state without cooperative
management or removal of threats;

10 The reliance on WDFW makes the regulatory inclusion of native plant species meaningless.

11 WDFW simply does not identify or rank rare plant species; that task is performed by WNHP.

12 The City has failed to include the BAS regarding ETS plants by not referencing and relying on
13 the correct agency. Moreover, the result of this misidentification is that state listed ETS plant
14 species are not in fact designated or protected. While the updated CAO appears to indicate intent
15 to protect state-listed ETS plant species, that intent is not fulfilled because of the erroneous
16 reference to WDFW instead of WNHP.⁴ The Board should find noncompliance on issue no. 1.a
17 and remand to the City to either correct its erroneous reliance on WDFW regarding state listed
18 ETS plant species or establish on the record why it has not properly designated and protected
19 state listed ETS plant species.

20 _____
21 ⁴ Besides the inclusion in RMC 22.10.185A of rare plants in the FWHCA designation language, the
22 general purpose and intent of FWHCAs is "maintaining species diversity and genetic diversity of
local *flora* and fauna [*Emphasis added*]." RMC 22.10.010.

1 *1.b. Priority Habitats and Species, including Candidate species*

2 Cities “should identify, classify and designate locally important habitats and species” and
3 consult the WDFW PHS information as a source of BAS in doing so.⁵ But RMC 22.10.185 has
4 no provision for designating habitats and species of local importance, including priority habitats
5 or candidate species identified by WDFW. Further, nothing in Richland’s CAO or the record
6 show that these designations were considered.

7 In its failure to designate PHS as FWHCAs or include BAS in the record to justify not
8 designating PHS, the City has not complied with GMA’s protection and BAS requirements. In
9 fact, this CAO appears to weaken previous protections which defined areas associated with PHS
10 listed species as “Critical Habitat.”⁶

11 As with state listed ETS plant species, the updated ordinance suggests intent to protect PHS.
12 For example, habitat conservation reports must identify PHS during project review, but
13 protection is not required because PHS (including state Candidate species), are not designated.⁷
14 Additionally, the ordinance definitions of “priority habitat,” and “priority habitat and species
15 list” and associated maps either mirror the WDFW PHS definitions or refer to that information.⁸
16 Exemptions from and reductions of wetland buffer requirements are qualified based on PHS, as
17

18
19 ⁵ WAC 365-190-130(4)(b). The PHS information is the BAS.

20 ⁶ TAB 501, City of Richland, *Chapter 22.10 SENSITIVE AREAS*, attached to this brief, at pp.. 26-27.
21 Compare to treatment of PHS in newly adopted RMC 22.10.200.C.2, 3.

22 ⁷ RMC 22.10.200(C)(2).

23 ⁸ RMC 22.10.040; §190.

1 are buffer width increases, mitigation requirements, and development density bonuses.⁹ But this
2 incidental protection is not equivalent to actual designation and protection of PHS themselves.
3 This failure to designate leaves PHS species unprotected, such as Townsend's Ground Squirrel,
4 White-tailed Jackrabbit, Yellow-billed Cuckoo, Burrowing Owl, Sagebrush Sparrow, and Sage
5 Thrasher. Unprotected habitats include Aspen Stands, Biodiversity Areas and Corridors, Inland
6 Dunes, Riparian, and Shrub-steppe.¹⁰

7 The Petitioners' requested a definition of "Species of Local Importance" be added to the
8 CAO; the City ignored this request.¹¹ The Petitioners also provided language from Washington
9 Department of Ecology's (WDOE) Model Critical Areas Ordinance (MCAO). The model
10 ordinance suggests compliance with GMA's BAS requirements by designating PHS as habitats

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13 ⁹ RMC 22.10.080 1.c; §115C.1.a; §115E.3; §130A.4.c.iii; §405B.3.

14 ¹⁰ TAB 504 *Priority Habitats and Species (PHS) List*, Washington Department of Fish and Wildlife
15 (WDFW), Updated 2016, attached to Petitioners' Addendum to Motion to Supplement the Record,
16 (Priority species) pp. 214, 211, 179-81, 194-5, 196, (Terrestrial Habitats) pp. 258, 259-60, 264-5, 271-
17 2, and 273-4. Other priority habitats include Freshwater Wetlands-Fresh Deepwater and Instream (pp.
18 281-283). Other candidate species include Burrowing Owl (pp. 180-1), Golden Eagle (p. 161),
19 Western Grebe (p. 145), Loggerhead Shrike (p. 190), Vaux's Swift (p. 185), Black-tailed Jackrabbit
20 (p. 208), Merriam's Shrew (p. 200), Preble's Shrew (p. 201), Townsend's Big-eared Bat (pp. 206-7),
21 Common Sagebrush Lizard (p. 128), Striped Whipsnake (pp. 130-1), California Floater (p. 23),
22 Columbia Clutail (p. 36), River Lamprey (p. 62), Leopard and Umatilla Dace (pp. 68-69), Mountain
23 Sucker (p. 70), Bull Trout (pp. 74-75), and Chinook, Chum Salmon (pp. 76-79). Priority habit areas-
vulnerable aggregations include Eastern Washington breeding concentrations of Grebes and
cormorants (p. 140), Black-crowned Night-Heron (p. 148), Great Blue Heron (p. 149) and Waterfowl
Concentrations (p. 157). Priority habitat areas also include Roosting Concentrations of Townsend's
Big-eared Bat, Myotis bats, Pallid bat (pp. 204-5), Eastern Washington breeding terns (p. 141), and
Eastern Washington breeding occurrences of Phalaropes, Stilts and Avocets (p. 174). Priority habitats
features include Caves, Cliffs, Talus Snags and Logs, (pp. 291-294).

¹¹ TAB 38, *Comments Matrix - Comments on Critical Area Ordinance Update, 2017*, attached to this
brief, at IR 550.

1 and species of local importance.¹² The Petitioners also provided language from Washington
2 Department of Ecology's (WDOE) Model Critical Areas Ordinance (MCAO). The model
3 ordinance suggests compliance with GMA's BAS requirements by designating PHS as habitats
4 and species of local importance.¹³

5 The City's record does not provide BAS or reasoned justification for failing to designate and
6 protect these habitats and species. The City should provide regulations illustrating the processes
7 designating and protecting habitats and species of local importance including candidates and
8 other CAs that are locally unique as locally determined or show why it has departed from the
9 BAS.

10 **2. [Issue 4] Does Ordinance 40-17, reviewing and updating (RCW 36.70A.130) Richland's**
11 **Critical Area Ordinance, fail to comply with GMA's requirements for protection of**
12 **critical areas (RCW 36.70A.060(2)) while including the best available science (RCW**
36.70A.172) by failing to specify adequate buffers and other standards for protection of
streams or other FWHCAs?

13 *2.a. [Issue 4(a)] Failure to protect FWHCAs by not specifying adequate triggers for critical*
14 *areas reports*

15 The City's protections for FWHCAs and wetlands rely exclusively on requiring a "habitat
16 conservation report" and implementing its recommendations.¹⁴ Habitat conservation reports are
17 only required "When development is proposed within a fish and wildlife habitat conservation
18

19 ¹² TAB 40, Laurie Ness and Patrick Paulson, *Comments on Proposed City of Richland's Draft Critical*
20 *Area Ordinance (DCAO) Update*, August 23, 2017, attached to this brief, at IR 560.

21 ¹³ TAB 40, Laurie Ness and Patrick Paulson, *Comments on Proposed City of Richland's Draft Critical*
22 *Area Ordinance (DCAO) Update*, August 23, 2017, attached to this brief, at IR 560.

23 ¹⁴ RMC 22.10.200.

1 area". The scope of this report is limited to 300 ft. from a project boundary regardless of the size
2 of the critical area or characteristics of the surrounding landscape.¹⁵ This report is used by the
3 City for application review and approval.¹⁶ In addition, the FWHCA standards and regulations
4 apply only to "Development or any regulated activity occurring *within* a designated habitat
5 conservation area [*Emphasis added*]."¹⁷

6 This approach fails to protect critical areas and include the BAS. First, impacts from
7 development or other activity within any buffers that are established by the CAO is exempt from
8 the report requirement.¹⁸ Second, it implicitly assumes that when development is within a critical
9 area the impacts can extend no further than 300 feet within or outside of the same critical area.¹⁹
10 Third, it assumes that impacts in one critical area cannot affect another critical area.²⁰ Fourth, it

11
12 ¹⁵ RMC 22.10.200.

13 ¹⁶ RMC 22.10.210, RMC 22.10.370 (B) (1).

14 ¹⁷ RMC 22.10.210.

15 ¹⁸ RMC 22.10.210 (J), requires that within FWHCA "Riparian corridors shall meet the minimum
16 requirements as established in RMC Title 26 and wetland buffer requirements as established in RMC
17 22.10.110." The buffer could then extend outside the designated FWHCA.

18 ¹⁹ For example, BAS suggests 330 ft. as the "Recommended setback distance to protect wading bird
19 colonies from approaching pedestrians and motor boats." TAB 506, *Landscape Planning for
20 Washington's Wildlife: Managing for Biodiversity in Developing Areas (A Priority Habitats and
21 Species Guidance Document)*, WDFW, 2009, attached to Petitioners' Addendum to Motion to
22 Supplement the Record, at Table D.1. New roads can affect amphibian populations over 0.5 miles
23 away. *Ibid.* at Table 4.2 at p. 4-5.

²⁰ For example, development in or near one FWHCA can affect the functions and values of other
FWHCA, since "Many wildlife species, including small mammals and ground- and shrub-nesting
birds (Ferguson et al. 2001), and reptiles and amphibians (Hayes et al. 2008) require complex habitat
elements, such as layered tree canopies, shrub layers, ground vegetation, downed wood, and leaf
litter. These elements are often removed or reduced by development (Adams et al. 2005)." *Ibid.* at p.
3-2.

1 implicitly assumes that any development outside of a critical area cannot ever affect critical areas
2 generally.²¹ These assumptions do not include the BAS. Guidance from Washington Department
3 of Commerce (WDOC) states that this approach fails to adequately regulate activities that impact
4 critical areas. This guidance states that review should be required when development is near to or
5 impacts to a critical area (CA) are likely. The guide states that this approach ignores potential
6 critical areas on adjacent property or in right-of-ways and can exempt development in buffers or
7 immediately adjacent to CAs. The approach also ignores impacts that extend outside of buffers,
8 such as light, noise, and smoke.²²

9 The City rationalized the lack of appropriate triggers for CA assessment by pointing to its use
10 of PHS mapping, stating:

11 The proposed new language relies on the Priority Habitat Species (PHS)
12 mapping maintained by the State Department of Fish and Wildlife. A
13 copy of the PHS map for Richland is attached. It identifies some large
14 areas where priority habitats or species exist. If development is proposed
15 in one of those areas, the developer would need to hire a qualified
16 professional to prepare a report that would specifically identify the
17 location and type of habitat present. The report would provide a plan for
18 areas that would need to be maintained to protect the habitat and areas
19 that would be available for development, as well as other mitigation
20 measures as appropriate, such as replanting of disturbed areas, creation
21 of buffers, etc. With this approach, specific buffer standards are

22 ²¹ *Supra* note 20.

23 ²² TAB 502, Washington State Department of Community, Trade and Economic Development, *Critical
Areas Assistance Handbook*, January, 2007, attached to Petitioners' Motion to Supplement the
Record, at p. 36. Also, "All development activities (including clearing and grading) that alter the
landscape trigger an initial assessment of wildlife and habitat *on or near the site*. This assessment can
be done in the planning office if a complete and recent wildlife inventory has been done, and it should
include a field visit by qualified staff if wildlife resources might be affected [*emphasis added*]". TAB
506 at p. 6-10.

1 eliminated, as the reports prepared by the qualified professional would
2 be specific to the site and the habitat and species present.²³

3 There are multiple problems with this approach, including: WDFW's PHS service does not
4 map plant species, FWHCA's not mapped by PHS are not protected, and some designated
5 FWHCA's, e.g. waters of the state, are not mapped by PHS. The Petitioners commented on the
6 lack of protections for FWHCA from activities that could impact their functions and values.²⁴

7 Courts have found that when BAS is lacking, regulations should err in the direction of
8 providing more, not less protection.²⁵ The Board has addressed the problem of activities in
9 adjacent areas.²⁶ The Board found Ferry County out of compliance because the County did not
10 specify that a 'project review process' be triggered by development proposals near areas likely to
11 contain protected species or habitat.²⁷ The Board should find the City out of compliance for the
12 same reason.

13 ²³ TAB 29, *Community and Development Department, Planning & Development Services Division -*
14 *Memorandum Re: Critical Area Ordinance Update*, August 9, 2017, attached to this brief, at IR 391.

15 ²⁴[Comment on RMC 22.10.370 (5):] "Revise: 5. States that the only FWHCA studies required are only
16 within the applicants project area. This wording will not protect an FWHCA. An FWHCA must be
evaluated at the landscape level, not rated only at the project area level, this is too small. Using the
recommended Model Code for this process, 16.34.160-280". TAB 40 at IR 566.

17 ²⁵ [When stream buffers are already minimal and there is no locally specific science, BAS rules require
18 use of a "precautionary or a no risk approach".] *Yakima Cty. v. E. Wash. Growth Mgmt. Hearings*
Bd., 168 Wn. App. 680, 279 P.3d 434 (2012).

19 ²⁶ [BAS shows need for protection adjacent to or near mapped PHS polygons.] *Concerned Friends of*
Ferry County v. Ferry County, EWGMHB Case 97-1-0018c, 8th Order on Compliance (Feb. 23,
20 2010), at p. 10; [Designation area around PHS areas generally needed]. *Clark County Natural*
Resources Council, et al v. Clark County, et al, WWGMHB Case 96-2-0017c, Final Decision and
21 Order (Dec. 6, 1996).

22 ²⁷ "There is substantial scientific evidence in the record to support a project review process 'triggered' by
23 proposals within a specified distance of both habitat points and habitat polygons. On remand, Ferry

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County should provide a reasoned justification if it wishes to depart from BAS.” *Concerned Friends of Ferry County v. Ferry County*, EWGMHB Case 97-1-0018c, Compliance Order (Dec. 1, 2011), at p. 20.

PETITIONERS’ PREHEARING BRIEF - 9

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BEFORE THE GROWTH MANAGEMENT HEARINGS BOARD
EASTERN WASHINGTON REGION
STATE OF WASHINGTON

LAURIE NESS AND PATRICK
PAULSON,

Petitioners,

v.

CITY OF RICHLAND,

Respondent.

NO. 17-1-0006

RESPONDENT'S PREHEARING
BRIEF

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RESPONDENT'S
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29 **RESPONDENT'S**
30 **PREHEARING BRIEF - iii**

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*Wetland Guidance for CAO Updates,
Eastern Washington Version, June 201615*

*Wetlands & CAO Updates: Guidance for Small Cities,
Eastern Washington Version, dated January 201023*

*Wetlands in Washington State Volume 2:
Guidance for Protecting and Managing Wetlands, April 200516*

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174	174	Supplemental staff report dated May 24, 2017, Attachment A
391	391	Memorandum to planning commission dated August 9, 2017
469	469	Staff report dated August 30, 2017
553	553	Pages 14 and 15 of comment matrix
1643	1643	State of Washington Department of Fish and Wildlife comment letter dated July 10, 2017
		Appendix A - Section 8D.2.3 of the publication of WDOE titled <i>Wetlands in Washington State Volume 2: Guidance for Protecting and Managing Wetlands</i> , dated April 2005
		Appendix B - Title 26 RMC, Shoreline Management
		Appendix C - Section XX.040 of <i>Wetlands & CAO Updates: Guidance for Small Cities, Eastern Washington Version</i> , January 2010 (second revision October 2012)

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3 **III. LEGAL ARGUMENT**

4 **A. Relevant ordinance for review and extent of review.**

5 Due to scriveners' errors identified after the passage of Ord. No. 40-17, a subsequent
6 version of this ordinance was created and designated as Ord. No. 40-17A. The City agrees
7 with petitioners that the ordinance properly subject to review is Ord. No. 40-17, enacted on
8 October 17, 2017, although Ord. No. 40-17A was provided in the index of record primarily
9 for the sake of completeness.
10

11 Before turning to the petitioners' arguments on the merits, the City takes issue with
12 the petitioners' introductory claim that "all of [the City's] critical area regulations are subject
13 to challenge, including those not amended or addressed by the City." Br. 1. Contrary to
14 petitioners' argument, a party may challenge: 1) those amendments actually adopted by a
15 city or county and 2) a city or county's failure to revise a provision, but only if it has been
16 directly affected by newly adopted or recently amended GMA requirements. *Thurston*
17 *County v. W. Wash. Growth Mgmt. Hearings Bd.*, 164 Wn.2d 329, 344, 347, 190 P.3d 38
18 (2008).
19
20

21 The City acknowledges that most of the petitioners' issues relate to regulations newly
22 adopted by the City. However, in a few instances petitioners' arguments relate to provisions
23 of the City's CAO that were neither newly adopted nor directly affected by any recent GMA
24 requirements. This issue will be pointed out below where relevant.

25 **B. Response to issues presented for review.**

26 **1. Petitioners' first issue.**
27
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Petitioners' first issue challenges RMC 22.10.185(A) and RMC 22.10.080(B)(1)(c)¹. In the first sub-issue of their argument, petitioners claim that the City erred by listing the Washington Department of Fish & Wildlife ("WDFW") rather than the Department of Natural Resources' Natural Heritage Program ("WNHP") in relation to the identification of fish and wildlife habitat conservation areas ("FWHCAs"). Petitioners argue that the failure to refer to WNHP constitutes a failure to include BAS and leaves "native plant species" unprotected. Br. 4-5.

The listing of resource agencies in this subsection does not in and of itself constitute an instance of the applicability or the inapplicability of BAS. The petitioners' imprecise use of BAS concepts throughout their opening brief will be addressed again below. For present purposes, it is sufficient to point out that no legal authority or materials in the record show that BAS requires a designation of one particular resource agency instead of another.

More substantively, petitioners' argument fails because it misperceives the role of the reference to WDFW in the cited text. Taken in context, the definition of "fish and wildlife habitat conservation areas" contained at RMC 22.10.185 is expansive, inclusive, and illustrated but not limited by the reference to WDFW. All areas "where state or federal designated endangered, threatened, and sensitive species have a primary association" are included within the definition. RMC 22.10.185(1)(a). Likewise, any "documented habitat, other than accidental presence, of threatened or endangered species" is also included. RMC 22.10.185(1)(i). The reference to "species native to the State of Washington identified by the state Department of Fish and Wildlife" is not an omission of any native plant species

¹ The petitioners' reference to RMC 22.10.185(A) appears to be in error because no such section exists.

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3 merely by lack of parallel reference to any rare plant species inventory that may be compiled
4 by WNHP. RMC 22.10.185(a)(ii). Petitioners have no support for the suggestion that
5 WDFW's identification of "fish, wildlife and plant species native to the State of
6 Washington" is not BAS for the purpose of identifying FWHCAs.

7
8 Petitioners' argument makes a red herring of the phrase "native plant species" and
9 elevates this over the subject properly at issue. This is because native plant species, standing
10 alone, are not inherently synonymous with "state or federal designated endangered,
11 threatened, and sensitive species" ("ETS") nor are they necessarily related through a
12 "primary association" link. Put differently, "native plant species" and "endangered,
13 threatened and sensitive species" are not the same thing. There is no requirement in any
14 provision of the GMA to link FWHCAs with native plant species. To the extent that
15 WDFW does not identify native plant species per se, the ordinance nevertheless provides
16 appropriate protection of critical areas including FWHCAs. The proper focus should be on
17 the functional integrity of an ecosystem, which sometimes may be fostered even in the
18 absence of native plant species. Although WNHP is listed as an available resource in the
19 minimum guidelines, nothing requires that WNHP data be specifically enumerated. WAC
20 365-190-040(4)(b). WNHP data is not included in the minimum guidelines for any purpose
21 germane to FWHCAs. WAC 365-190-130. It is likely true that native plant species may
22 commonly be associated with ETS and FWHCAs, but the focus of GMA is on the
23 ecosystem, not a particular species, whether native or otherwise. *See Whidbey Envtl. Action*
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28 Instead, petitioners' argument is probably intended to apply to RMC 22.10.185(1)(a)(ii), and is so treated by
29 the above response argument.

30 RESPONDENT'S
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3 *Network v. Island County*, WWGMHB Case No. 14-2-0009 (Final Decision and Order, June
4 24, 2015) p. 18.

5 As their second sub-issue on this topic, petitioners state that the City erred in failing
6 to identify priority habitats and species ("PHS") as FWHCAs. Br. 5.

7
8 Petitioners err because PHS information maintained by WDFW is an integral part of
9 the City's FWHCA regulations. At RMC 22.10.190, the relevant text specifically makes
10 PHS maps maintained by WDFW a touchstone for determining "the location and extent of
11 fish and wildlife habitat conservation areas." It is commonly recognized that WDFW PHS
12 maps are the BAS for critical areas for PHS species. *Stevens County v. Futurewise*, 146 Wn.
13 App. 493, 511, 192 P.3d 1 (2008). The CAO defines PHS to encompass ETS. RMC
14 22.10.040 (definition of "priority habitat and species list" includes statement specifying that
15 "priority species include state endangered, threatened, sensitive and candidate species.")).
16

17 In part, petitioners' argument may arise over their mistaken reference to the CAO
18 text. In the crux of their argument on this point (claiming that PHS "are not designated"),
19 petitioners cite to RMC 22.10.200(C)(2). Br. 6, n.21. This citation does not exist in the
20 CAO. The City cannot discern any other code section at that petitioners might have
21 intended.
22

23 It is also untrue that the CAO lacks any designation of locally important habitat and
24 species. See WAC 365-190-030(6)(a) ("Cities may also designate locally important habitats
25 and species."). The CAO categorically designates all wildlife refuges, preserves, reserves
26 (as defined under WAC 332-30-151), as well as specific locales such as the Yakima River
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3 Delta, the Chamna Natural Preserve, Bateman Island, the Hanford Islands, the Amon Creek
4 Natural Preserve, and the Badger Mountain Natural Preserve. RMC 22.10.185(1)(b)-(f).

5 Petitioners' argument as to individual PHS species overlooks the fact that the
6 adoption of WDFW PHS mapping provides an avenue for locally important habitats and
7 species to be clearly integrated into FWHCA status and, in turn, CAO protection. This
8 occurs through incorporating WDFW's PHS mapping into RMC 22.10.190. In this way,
9 locally important habitats and species may be supplemented through WDFW PHS mapping.
10 This approach will seamlessly allow their inclusion in the City's ordinance. This was the
11 City's deliberate approach behind this portion of the CAO.² This comports with BAS. *See*
12 *Stevens County*, 146 Wn. App. at 512 (parties agree that WDFW "priority habitat maps are
13 the best available science on the county's critical areas for listed species."); *see also*
14 *Concerned Friends of Ferry County v. Ferry County*, EWGMHB Case No. 97-1-0018
15 (Seventh Order on Compliance, February 13, 2009) pp. 7-9 (recognizing primacy of PHS
16 concept as broader and inclusive of ETS concept).

17
18 A fundamental mechanism behind the City's FWHCA regulation is its commitment
19 to WDFW PHS mapping. Petitioners' argument complaining that individual PHS species
20 (e.g., Townsend's Ground Squirrel, White-tailed Jackrabbit, etc.) are "unprotected" is not
21 true. Br. 6. The City's reliance on PHS mapping as an integral part of its FWHCA
22 regulations was deemed superior by the City to actual enumeration of particular ETS or PHS
23 species.³ This is because, as noted above, WDFW's PHS data is the BAS on the subject.
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28 ² Index of Record No. ("IR") 391 at tab 391 of this brief, staff report dated August 9, 2017; *see also* IR 469 at
29 tab 469 of this brief, staff report dated August 30, 2017, p. 4.

30 ³ IR 553 at tab 553 of this brief, comment matrix, pp. 14-15.

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3 This is also because the City is unlikely to have sufficient resources to rapidly, flexibly, and
4 accurately address the changing status of ETS and PHS species. Symmetry with WDFW
5 PHS data helps avoid a situation where actual enumeration of ETS or PHS species by the
6 City is either under- or over-inclusive. In such an event, an error could only be remedied
7 through an uncertain and time-consuming formal amendment to the CAO. On the other
8 hand, changes in WDFW PHS data will be automatically integrated into the CAO as those
9 changes occur at the actual BAS level.
10

11 **2. Petitioners' second issue.**

12 As their second issue, petitioners argue that the CAO fails to give "special
13 consideration to conservation or protection measures necessary to preserve or enhance
14 anadromous fisheries." Br. 8.
15

16 Petitioners concede that the CAO states an intent to "protect riparian ecosystems
17 including potential for restoring lost or impaired salmonid habitat" and also concede that the
18 CAO states that limited agricultural activities allowed in wetlands must "minimize their
19 effects on water quality, riparian ecology, salmonid populations and wildlife habitat." Br. 8
20 (citing RMC 22.10.080(C)(3) and RMC 22.10.185(2)(c)).
21

22 The City of Richland is primarily an urban center and is unlike a rural county in
23 terms of its likely or potential salmonid habitat. As mentioned above, the CAO includes as
24 FWHCAs all wildlife refuges, preserves, reserves (as designated under WAC 332-30-151),
25 as well as specific locales such as the Yakima River Delta, the Chamna Natural Preserve,
26 Bateman Island, the Hanford Islands, and the Amon Creek Natural Preserve. RMC
27 22.10.185(1)(b)-(e). All waters of the state are also included. RMC 22.10.185(1)(l).
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3 Third, petitioners err by their misreading of the CAO. For instance, petitioners argue
4 that some FWHCAs are not also mapped on WDFW PHS maps (a point with which the City
5 agrees) but it is incorrect that WDFW PHS maps are the only trigger for a critical area report
6 for FWHCAs. Br. 10. To the contrary, RMC 22.10.200 requires a habitat conservation
7 report for any development within a FWHCA, and as discussed above RMC 22.10.185 lists
8 many FWHCAs beyond those established based on WDFW PHS maps. Many FWHCA
9 types exist that are entirely independent of WDFW PHS maps. See RMC 22.10.185(1)(a)-
10 (m). Further, the reference at RMC 22.10.190 to PHS maps is stated as "a general guide
11 only" and is in no way a limitation on the enumeration of FWHCAs at RMC 22.10.185.
12

13 Fourth, the potential presence of priority species in unmapped areas can justify a
14 habitat conservation area report. See RMC 22.10.190 ("It is also possible that unmapped
15 areas may include priority species. If such a species is known to exist within an unmapped
16 area, the type, extent and boundaries of this area shall be determined by a qualified
17 professional.").

18
19 **4. Petitioners' fourth issue.**

20 In their fourth issue for review, petitioners argue that the City's CAO fails to
21 adequately protect critical areas because, allegedly, only impacts "occurring *within* a
22 designated habitat conservation area" are addressed. Br. 11 (italics in original).

23
24 Petitioners' argument arises from a misreading of the CAO. The scope of the CAO's
25 coverage is not limited to actual critical areas but also includes their buffers. RMC
26 22.10.020(A) ("The provisions of these regulations shall apply to any activity that *affects*
27 critical areas *or their established buffers* unless otherwise exempt.") (italics added). The
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3 CAO's applicability expressly attaches to not only critical areas as defined, but also
4 applicable buffers. Nor is the CAO applicable only when development is within a CAO or
5 its buffer, but the CAO's applicability also encompasses "any activity" that may be any
6 distance from a CAO or its buffer if the activity "affects" either the CAO or its buffer.
7

8 This manner of linking CAO protection to the impacts of non-adjacent activities will
9 include situations of development activity outside of critical areas and their buffers. That
10 this concept is a basic component of the CAO is confirmed elsewhere in the CAO text. *See,*
11 *e.g.*, RMC 22.10.070 ("The following activities which occur within a wetland and its
12 associated buffer, or outside a wetland or buffer, but affecting the wetland or buffer, shall be
13 regulated pursuant to the standards of this chapter."); RMC 22.10.070(I) ("Any other
14 activities affecting a wetland or wetland buffer not otherwise exempt from the provisions of
15 this section."); RMC 22.10.040 (defining "regulated activity" to mean "activities occurring
16 in or near and/or potentially affecting a wetland or wetland buffer that are subject to the
17 provisions of this section.").

18
19 The formulation contained in the City's CAO is closely comparable to a source cited
20 by petitioners. *See Washington State Department of Community, Trade and Economic*
21 *Development, Critical Areas Assistance Handbook*, January 2007, at p. 36 ("To fully protect
22 critical areas, the code language should include a statement that the community shall
23 regulate development that is 'likely to affect' a critical area.").⁹

24
25 Petitioners argue that the CAO has inadequate triggers for critical area reports. Br.

26 11. Petitioners are correct that a habitat conservation report is always required for
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3 development proposed within a FWHCA. RMC 22.10.200. But petitioners are incorrect
4 that development within a FWHCA is the only trigger for a critical area report. This is
5 simply not what RMC 22.10.200 states. The text does not claim to exclusively define
6 circumstances where such reports may be required. In any situation where the extent or
7 boundaries of a FWHCA are unclear, reporting by a qualified professional is required.
8 RMC 22.10.190. The City's administrator has the authority to require field studies which,
9 consistent with the CAO's emphasis on protecting CAOs and their buffers from even
10 indirect and non-adjacent impacts, protects against the risk raised by petitioners. RMC
11 22.10.370(B)(5). And the CAO's emphasis for FWHCAs is not limited to development
12 *within* a FWHCA, because any adverse impact *to* FWHCAs must also be assessed. RMC
13
14 22.10.220(A).
15

16 As a second sub-issue on this point, petitioners argue that the CAO contains overly
17 broad exemptions. Br. 14.

18 Petitioners claim that "[n]ew construction' adjacent to critical areas is exempt
19 regardless of impacts." Br. 14. As shown above, it is a fallacy that only impacts arising
20 from within a critical area are regulated. Moreover, there is no text of the CAO's exemption
21 section that generally excludes from coverage "new construction." Petitioners cite RMC
22 22.10.360(I) as support for their claim. But this section of the CAO does not support
23 petitioner's argument because it is limited to certain types of irrigation infrastructure. The
24 cited text is a faithful implementation of the GMA relating to definitional terms. *Compare*
25 RMC 22.10.360(I) *with* RCW 36.70A.030(5) ("Fish and wildlife habitat conservation areas'
26
27

28 ⁹ IR 502 at tab 502 of petitioners' prehearing brief. The same publication is cited by petitioners at Br. 13, 18,
29



Department of Energy

Bonneville Power Administration
2211 North Commercial Avenue
Pasco, WA 99301

TRANSMISSION SERVICES

December 27, 2018

In reply refer to: City of Richland Critical Areas Update (CA2018-103 & EA2018-128)
Located within the City of West Richland, WM, Benton County, Washington

Mike Stevens
City of West Richland
Community Planning/Senior Planner
3801 West Van Giesen
West Richland, WA 99353

Dear Mike:

Bonneville Power Administration (BPA) has had the opportunity to review City of Richland Critical Areas Update (CA2018-103 & EA2018-128). The review is for text amendments to Richland Municipal Code Sections 22.10.040, 22.10.185, 22.10.200 and 22.10.210 - Critical Areas, to comply with the Growth Management Hearings Board Final Decision and Order concerning Case No. 17-1-0006.

In researching our records, we have found that this proposal will not directly impact BPA facilities. BPA does not have any objections to the approval of this request at this time.

Thank you for the opportunity to review this application. If you have any questions regarding this request or need additional information, please feel free to contact me. I can be reached at (503) 230-5510 or by email at mjdeklyen@bpa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike DeKlyen", is positioned above the typed name.

Mike DeKlyen
BPA Field Realty Specialist



CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS (CA2018-103 & EA2018-128)

Notice is hereby given that the City of Richland is proposing text amendments to Richland Municipal Code Sections 22.10.040, 22.10.185, 22.10.200 & 22.10.210 - Critical Areas, to comply with the Growth Management Hearings Board Final Decision and Order concerning Case No. 17-1-0006.

Pursuant to Richland Municipal Code (RMC) Section 19.20 the Richland Planning Commission will conduct a public hearing and review of the application at 6:00 p.m., Wednesday, January 23, 2019 in the Richland City Hall Council Chambers, 505 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing.

Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed in the Development Services Division Office or City of Richland website www.ci.richland.wa.us.

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 505 Swift Boulevard MS#35, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to mstevens@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Friday, January 11, 2019 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

Copies of the staff report and recommendation will be available in the Development Services Division Office or City of Richland website www.ci.richland.wa.us beginning Thursday, January 17, 2019.

ORDINANCE NO. XX-XX

AN ORDINANCE of the City of Richland amending Chapter 22.10 of the Richland Municipal Code related to Critical Areas.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with state law; and

WHEREAS, on June 7, 2018, the Growth Management Hearings Board for the Eastern Washington Region determined that Ordinance No. 40-17, amending RMC 22.10.185, RMC 22.10.200, and RMC 22.10.210, fails to comply with the requirements of RCW 36.70A.060(2) and RCW 36.70A.172(1); and

WHEREAS, to remedy the deficiencies identified by the Growth Management Hearings Board, amendments to the above-referenced code sections are necessary.

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

Section 1. Richland Municipal Code Section 22.10.040, entitled Definitions, as first enacted by Ordinance No. 48-93, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.040 Definitions.

For purposes of this chapter, the following definitions shall apply:

“Administrator” means such person as the city manager of the city of Richland shall designate to administer and enforce the provisions of this title.

“Agricultural activities, existing and ongoing” includes those activities conducted on lands defined in RCW 84.34.020(2), and those activities involved in the production of crops and livestock, including, but not limited to, operation and maintenance of farm and stock ponds or drainage ditches, irrigation systems, changes between agricultural activities, and normal operation, maintenance or repair of existing serviceable structures, facilities or improved areas. Activities that bring a previously nonagricultural area into agricultural use are not part of an ongoing activity. An operation ceases to be ongoing when the area on which it was conducted is proposed for conversion to a nonagricultural use or has lain idle for a period of longer than five years, unless the idle land is registered in a federal or state soils conservation program.

“Adjacent” shall mean any activity located:

1. On a site immediately adjoining a critical area;
2. A distance equal to or less than the required critical area buffer width and building setback, or where the buffer width has yet to be determined, a distance

equal to a buffer and setback that would typically be required for the present habitat or species;

3. ~~A distance equal to or less than one-half mile (2,640 feet) from a bald eagle nest;~~
4. A distance equal to or less than ~~two hundred fifty (250) three hundred (300) feet~~ from a stream, wetland, ~~channel migration zone~~ or water body;
5. Within the floodway ~~or floodplain or channel migration zone;~~ or
6. A distance equal to or less than two hundred (200) feet from a critical aquifer recharge area

3* The distance of 2,640 feet is based on the Washington Department of Fish and Wildlife Management.

4* The distance of ~~two hundred fifty (250) three hundred (300) feet~~ is based on maximum ~~wetland buffer. recommended riparian habitat area width from the Washington Department of Fish and Wildlife Management Recommendations for Washington's Priority Habitats: Riparian.~~

6* The distance of two hundred (200) feet is a suggested distance to ensure that activities within the critical aquifer recharge area are included under this Chapter, even when the exact boundaries of the critical aquifer recharge area are not known at the time of application.

“Applicant” means the person, party, firm, partnership, corporation, or other entity that proposes any activity that could affect a critical area.

“Best available science” means current scientific information used in the process to designate, protect, or restore critical areas that is derived from a valid scientific process as defined by WAC 365-195-900 through 365-195-925.

“Best management practices (BMPs)” are current and evolving conservation practices, or systems of practices, management or operational measures, or design and construction techniques; or normal and accepted industry standards that are applied to land use activity in a manner which:

- A. Controls soil loss and reduces water surface and ground water quality degradation caused by nutrients, wastes, toxics, and sediment;
- B. Minimizes and mitigates adverse impacts to the natural chemical, physical and biological environment of the city;
- C. Utilizes the city’s natural resources on a long-term, sustainable yield basis;

D. Protects trees, vegetation, and soils designated to be retained during and following site construction and use native plant species appropriate to the site for revegetation of disturbed areas; and

E. Prevents contamination of surface and ground water resources, and protects from impacts to native and other desirable vegetation with BMPs for chemical pesticide, herbicide, and fertilizer applications.

“Buffer” means an area adjacent to a critical area that functions to avoid loss or diminution of the ecologic functions and values of the critical area. Specifically, a buffer may:

A. Preserve the ecologic functions and values of a system including, but not limited to, providing microclimate conditions, shading, input of organic material, and sediments; room for variation and changes in natural wetland, river, or stream characteristics; providing for habitat for life cycle stages of species normally associated with the resource;

B. Physically isolate a critical area such as a wetland, river, or stream from potential disturbance and harmful intrusion from surrounding uses using distance, height, visual, and/or sound barriers, and generally including dense native vegetation, but also may include human-made features such as wildlife friendly fences and other barriers; and

C. Act to minimize risk to the public from loss of life, well-being, or property damage resulting from natural disasters such as from landslide or flooding.

“Channel Migration Zone” means the area along a river within which the channel(s) can be reasonably predicted to migrate over time as a result of natural and normally occurring hydrological and related processes when considered with the characteristics of the river and its surroundings. For the purpose of this ordinance, the channel migration zone excludes areas separated from the active river channel by legally existing artificial structures that are likely to restrain channel migration, including, but not limited to, flood control facilities, transportation facilities, and structures built above or constructed to remain intact through the 100-year flood.

“Clearing” means the removal of trees, brush, grass, ground cover, or other vegetative matter from a site which exposes the earth’s surface of the site.

“Creation” (wetland) means the manipulation of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site, where a wetland did not previously exist. Creation 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.

“Critical aquifer recharge areas” are areas with a critical recharging effect on aquifers needed for potable water, including areas where an aquifer that is a source of drinking water is vulnerable to contamination that would affect the potability of the water.

“Critical areas” are areas defined in RCW 36.70A.030(5) including any of the following areas or ecosystems: wetlands; areas with a critical recharging effect on aquifers used for potable water, fish and wildlife habitat conservation areas, frequently flooded areas and geologically hazardous areas.

“Earth/earth material” means naturally occurring rock, soil, stone, sediment, or combination thereof.

“Enhancement” (habitats in general) means the improvement of existing habitat such as by increasing plant density or structural diversity, or by removing nonindigenous or noxious species.

“Enhancement” (wetlands) means the manipulation of the physical, chemical, or biological characteristics of a wetland to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in wetland function(s) and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. [Examples are planting vegetation, controlling nonnative or invasive species, and modifying site elevations to alter hydroperiods.] Activities typically consist of planting vegetation, controlling nonnative or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

“Erosion” means wearing away of rock or soil by the gradual detachment of soil and rock fragments by water, wind, ice, and other mechanical and chemical forces.

“Erosion hazard areas” are areas identified by the United States Department of Agriculture Soil Conservation Service as having a severe rill and inter-rill erosion hazard.

“Excavation” means the mechanical removal of earth material.

“Federal manual” or “federal methodology” means the methodology for identifying wetlands in the field as described in the current Federal Manual for Identifying and Delineating Jurisdictional Wetlands.

“Fill” means earth or any other substance or material placed in or on the ground, including earth-retaining structures. In wetlands, it includes any action that raises the elevation or creates dry land.

“Filling” means the act of transporting or placing (by any manner or mechanism) fill material from, to, or on any soil surface, sediment surface, or other fill material.

“Fish and wildlife habitat conservation area” means areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges,

breeding habitat, winter range and movement corridors; and areas with high relative population density or species richness. “Fish and wildlife habitat conservation areas” does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company.

“Frequently flooded areas” are lands in the floodplain subject to at least a one percent or greater chance of flooding in any given year or within areas subject to flooding due to high ground water. These areas include, but are not limited to, streams, rivers, and wetland areas where high ground water ponds on the ground surface.

“Functions and values” means the beneficial roles served by critical areas including, but not limited to, water quality protection and enhancement; fish and wildlife habitat; food chain support; flood storage, conveyance and attenuation; ground water recharge and discharge; erosion control; wave attenuation; protection from hazards; historical, archaeological and aesthetic value protection; educational opportunities and recreation.

“Geologically hazardous areas” are areas that because of their susceptibility to erosion, sliding, earthquakes or other geological events are not suited to siting commercial, residential or industrial development consistent with public health or safety concerns.

“Grading” means the movement or redistribution of the soil, sand, rock, gravel, sediment, or other material on a site in a manner that alters the natural contour of the land.

“Habitat management” means management of land to maintain species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created. This does not imply maintaining all habitat or individuals of all species in all cases.

“High impact land use” means land uses that are generally associated with relatively high levels of human activity or disturbance, development of structures, or substantial wetland habitat impacts. Depending on their context, high impact land uses can include, but are not limited to, residential buildings and structures, active recreation areas and facilities, commercial and industrial land uses, buildings and 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.

“Isolated wetlands” means those wetlands that are outside of and not contiguous to any 100-year floodplain of a lake, river, or stream and have no contiguous hydric soil or hydrophytic vegetation between the wetland and any surface water.

“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 15 percent;
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 80 percent 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 40 percent or steeper and with a vertical relief of 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 10 feet of vertical relief.

“Low impact land use” means land uses that are typically associated with relatively low levels of human activity, disturbance or development and that are conducted in a manner as to minimize impacts to the buffer. Low impact land uses may include:

A. Conservation or restoration activities aimed at protecting the soil, water, vegetation, or wildlife;

B. Passive recreation, including walkways or trails located in the outer 25 percent of the buffer area;

C. Educational and scientific research activities, provided prior approval is obtained from the approval authority;

D. Normal and routine maintenance and repair of any existing public or private facilities, provided appropriate measures are undertaken to minimize impacts to the wetland and its buffer and that disturbed areas are restored immediately to a natural condition; or

E. Agricultural land uses that do not create a probable wetland impact.

“Mitigation” means a series of prioritized actions that when achieved in full ensures project impacts will result in no net loss of habitat value or fish and wildlife populations.

“Mitigation” involves actions that proceed in sequence from the highest to the lowest priority as follows:

A. Avoiding impacts to environmentally critical areas by not taking action or parts of actions.

B. Minimizing impact by limiting the degree or magnitude of the action and its implementation.

C. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment.

D. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.

E. Compensating for the impact by replacing or providing substitute resources or environments.

While monitoring alone is not considered mitigation for purposes of these regulations, it may be part of a comprehensive mitigation program.

F. Monitoring the hazard or other required mitigation and taking remedial action when necessary.

“Native vegetation” means vegetation indigenous to the area in question.

“Preservation” (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 or shrub steppe habitat). 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 nonpriority fish and wildlife.

“Priority habitat and species list” means a list published by the Washington Department of Fish and Wildlife, which is a catalog of habitats and species considered to be priorities for conservation and management. Priority species require protective measures for their survival due to their population status, sensitivity to habitat alteration, and/or recreational, commercial or tribal importance. Priority species include state endangered, threatened, sensitive and candidate species; animal aggregations (e.g., heron colonies, bat colonies) considered vulnerable; and species of recreational, commercial or tribal importance that are vulnerable. Priority habitats are habitat types or elements with unique or significant value to a diverse assemblage of species. A priority habitat may consist of a unique vegetation type (e.g., shrub-steppe) or dominant plant species (e.g., juniper savannah), a described successional stage (e.g., old-growth forest) or a specific habitat feature (e.g., cliffs).

“Priority habitat and species map” means maps of plant cover types/communities. Considered by Washington State Department of Fish and Wildlife to contain priority

habitat or wildlife species. PHS is a source of best available science that informs local planning activities and land use applications.

“Qualified professional,” for the purpose of these regulations, shall mean 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 B.S. or B.A. or equivalent degree in biology, ecology, engineering, environmental studies, fisheries, geomorphology, or related field, and two 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.

B. A qualified professional for a geological hazard must be a geotechnical engineer or geologist, licensed in the state of Washington.

C. A qualified professional for critical aquifer recharge areas means a hydrogeologist, geologist, engineer, or other scientist with experience in preparing hydrogeologic assessments.

“Qualified wetland specialist” means a person or firm with experience and training in wetland issues, and with experience in performing delineations, analyzing wetland impacts, and recommending wetland mitigation and restoration. Qualifications include:

A. A Bachelor of Science or Bachelor of Arts or equivalent degree in biology, botany, ecology, environmental studies, fisheries, soil science, wildlife or related field, and two years of related work experience, including a minimum of one year of experience delineating wetlands using the Federal Delineation Manual preparing wetland reports. Additional education may substitute for one year of related work experience; or

B. Four years of related work experience and training, with a minimum of two years’ experience delineating wetlands with the Federal Delineation Manual and preparing wetland reports.

“Reestablishment” means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Reestablishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.

~~“Regulated activity” means activities occurring in or near and/or potentially affecting a wetland or wetland buffer that are subject to the provisions of this section. Regulated activities generally include~~ **including**, ~~but are not limited to, any filling, dredging, dumping, or stockpiling, draining, excavation, flooding, construction or reconstruction, driving pilings, obstructing, shading, clearing or harvesting, or any other activity that may impact the functions and values of the nearby critical area as determined by the Administrator.~~

“Rehabilitation” (wetland) means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions [and processes] of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. [Activities could involve breaching a dike to reconnect wetlands to a floodplain or returning tidal influence to a wetland.]

“Restore,” “restoration” or “ecological restoration” means the reestablishment or upgrading of impaired natural or enhanced ecological processes or functions. This may be accomplished through measures including but not limited to revegetation, removal of intrusive structures and removal or treatment of toxic materials. Restoration does not imply a requirement for returning the area to pre-Columbia Basin Project, aboriginal or pre-European settlement conditions.

“Riparian ecosystem” means the area alongside a waterbody that significantly influences exchanges of energy and matter among terrestrial and aquatic ecosystems. Along streams and rivers it includes the active channel, channel migration zone, floodplain, and portions of the adjacent uplands that contribute organic matter and shade, provide space for nutrient cycling, and keep pollutants from entering the stream.

“Riparian Management Zone” (RMZ) means the Fish and Wildlife Habitat Conservation Area adjacent to all rivers and streams delineated to protect riparian ecosystem functions and values. Its inner point of measure is the wide of (a) the Ordinary High Water Mark or (b) the outer extent of the Channel Migration Zone. Its width is the greater of (a) 100 feet, (b) one Site Potential Tree Height of a 200-year old tree, and (c) the width needed to reliably remove pollutants as determined through a habitat conservation report.

“Seismic hazard areas” are 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: (A) magnitude of an earthquake; (B) distance from the source of an earthquake; (C) type of thickness of geologic materials at the surface; and (D) type of subsurface geologic structure.

“Site” means any parcel or combination of contiguous parcels where the proposed project impacts a wetland(s) or other critical area.

“Site-Potential Tree Height” (SPTH) means the average maximum height of the tallest dominant trees (200 years or more) for a given site class. For most of the City of Richland, soils do not support trees that grow in excess of 100 feet. For the few sites that may grow trees taller than 100 feet, SPTH is determined through a habitat conservation report.

“Slope” means an inclined earth surface, the inclination of which is expressed as the ratio of horizontal distance to vertical distance.

“Stormwater” means runoff during and following precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and

other features of a stormwater drainage system into a defined surface water body or a constructed treatment, evaporation or infiltration facility.

“Structural diversity” means the relative degree of diversity or complexity of vegetation in a habitat area as indicated by the stratification or layering of different plant communities (e.g., ground cover, shrub layer, and tree canopy); the variety of plant species; and the spacing or pattern of vegetation.

“Structure” means a permanent or temporary edifice or building, or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above, or below the surface of the ground or water, except for vessels.

“Substrate” means the soil, sediment, decomposing organic matter or combination of those located on the bottom surface of the wetland.

“Wetland” or “wetlands” refers to areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including but not limited to irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape 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 nonwetland areas to mitigate the conversion of wetlands or wetland areas preserved as mitigation for the conversion of wetlands.

“Wetland buffer area” means a naturally vegetated and undisturbed, enhanced or revegetated zone surrounding a natural, restored or newly created wetland that is an integral part of a wetland ecosystem, and protects a wetland from adverse impacts to the integrity and value of the wetland. Wetland buffers serve to moderate runoff volume and flow rates; reduce sediment, chemical nutrient and toxic pollutants; provide shading to maintain desirable water temperatures; provide habitat for wildlife; and protect wetland resources from harmful intrusion.

“Wetland delineation” means a delineation done in accordance with the approved federal wetland delineation manual and applicable regional supplements as provided for in WAC 173-22-035.

“Wetland determination” means a report prepared by a qualified professional that identifies, characterizes and analyzes potential impacts to wetlands consistent with applicable provisions of these regulations. A determination does not include a formal delineation. [Ord. 48-93; Ord. 45-00; Ord. 23-01; Ord. 31-03; Ord. 40-17 § 1; Ord. 40-17A § 1].

Section 2. Richland Municipal Code Section 22.10.185, entitled Fish and wildlife habitat conservation areas, as first enacted by Ordinance No. 40-17, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.185 Fish and wildlife habitat conservation areas.

A. Fish and wildlife habitat conservation areas include the following:

1. Areas where state or federal designated endangered, threatened, and sensitive species have a primary association.

a. Federal designated endangered and threatened species are those fish, wildlife and plant species identified by the U.S. Fish and Wildlife Service and the National Marine Fisheries Service that are in danger of extinction or threatened to become endangered. The U.S. Fish and Wildlife Service and the National Marine Fisheries Service should be consulted as necessary for current listing status.

b. State designated endangered, threatened and sensitive species are those fish, wildlife and plant species native to the state of Washington identified by the State Department of Fish and Wildlife and/or State of Washington Natural Heritage Program, that are in danger of extinction, threatened to become endangered, vulnerable, or declining and are likely to become endangered or threatened in a significant portion of their range within the state without cooperative management or removal of threats. The State of Washington's Department of Fish and Wildlife and/or Natural Heritage Program maintains the most current listings and should be consulted as necessary for current state listing status.

2. State priority habitats and areas associated with state priority species.

a. State of Washington Priority Habitats and Species are considered priorities for conservation and management. The State of Washington's Department of Fish and Wildlife should be consulted for current listing of priority habitats and species.

3. Habitats and species of local importance. The City of Richland hereby adopts by reference those Priority Habitats and Species considered priorities for conservation and management identified by the State Department of Fish and Wildlife and State of Washington Natural Heritage Program as now exist or as may be amended.

4. In addition to the Priority Habitats and Species recognized by WDFW ~~and/or State of Washington Natural Heritage Program~~, a process is provided for listing or delisting other habitats and species that are important locally to the people of Richland. This action may be initiated at the request of the Washington State

Department of Fish and Wildlife, other government agency, city staff, non-profit organization or interested citizen. Any such request shall be in writing and shall include:

- a. The common and scientific name for a species under consideration;
- b. Habitat location on a map, (scale of 1:24,000);
- c. Demonstrate a need for special consideration based upon Best Available Science and considering:
 1. Declining or increasing population;
 2. Sensitivity to habitat manipulation; or
 3. Commercial or game value or other special value, such as public appeal.
- d. Habitat management recommendations, including potential uses and restrictions of the habitat areas, seasonally sensitive areas and other guidelines necessary for the protection of the species;
- e. Reasons for the species/habitat to be designated ~~or deleted from designation as a priority habitat or species;~~
- f. Name and address of the nominator, along with a list of property owners and mailing addresses for each property mapped as containing habitats and/or species. ~~(along with a statement of support for the nomination signed by the owner of the property on which the habitat is located;~~
- g. Other supporting documentation (as determined by the Administrator);
- h. SEPA Checklist;
- i. Fee, as established by the City of Richland Fee Schedule.

Submitted proposals shall be reviewed by city staff as a Type IV legislative action pursuant to RMC 19.20.010 (D)(2) and RMC Chapter 19.90. Suggested amendments to this Section of the Critical Areas regulations shall be amended no more often than once each calendar year with the deadline for submittal being January 31st. Copies of the proposal shall be submitted to WDFW and/or other local, state or federal agencies or experts for comments and recommendations regarding accuracy of the data and effectiveness of proposed management strategies as part of the public comment period. Approved nominations will be designated priority habitats/species as appropriate and will be given all protection under this Ordinance afforded other priority habitats and species.

2 5. The areas listed as a national wildlife refuge, national park, natural area preserve or any preserve or reserve designated under WAC 332-30-151;

3 6. The Yakima River Delta area, including Lake Wallula wildlife habitat areas currently managed by the U.S. Army Corps of Engineers, the Chamna Natural Preserve, Bateman Island;

- ~~4~~ 7. The Hanford Islands in the Columbia River managed by the U.S. Fish and Wildlife Service;
- ~~5~~ 8. Amon Creek Natural Preserve;
- ~~6~~ 9. Badger Mountain Natural Preserve;
- ~~7~~ 10. Category I wetlands as defined in RMC 22.10.100;
- ~~8~~ 11. State nature area preserves or natural resource conservation areas and state wildlife areas;
- ~~9~~ 12. Documented habitat, other than accidental presence, of threatened or endangered species;
- ~~10~~ 13. Documented habitat, other than accidental presence, of regional or national significance for migrating birds;
- ~~11~~ 14. Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat;
- ~~12~~ 15. Waters of the state; and
- ~~13~~ 16. Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity.

B. Fish and wildlife habitat conservation areas are intended to:

1. Create a system of fish and wildlife habitat with connections between larger habitat blocks and open spaces, integrating with open space corridor planning where appropriate;
2. Limit the level of human activity within such areas that is appropriate for certain areas and habitats, including presence of roads and level of recreation type (passive or active recreation);
3. Protect riparian ecosystems including potential for restoring lost or impaired salmonid habitat;
4. Evaluate land uses that may negatively impact these areas, or conversely, that may contribute positively to their function;
5. Establish buffer zones around these areas to separate incompatible uses from habitat areas;
6. Establish or enhance nonregulatory approaches in addition to regulatory methods to protect fish and wildlife habitat conservation areas.

Section 3. Richland Municipal Code Section 22.10.190, entitled Fish and wildlife habitat conservation area inventory maps, as first enacted by Ordinance No. 48-93, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.190 Fish and wildlife habitat conservation area inventory maps.

To determine the location and extent of fish and wildlife habitat conservation areas, the city shall use **best available science including** current information contained in priority habitats and species maps as maintained by the Washington State Department of Fish and Wildlife. These maps shall be used as a general guide only for the assistance of property owners and other interested parties; 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 article. In the event of any conflict between the habitat location or type shown on maps and the criteria or standards of this article, the criteria and standards resulting from the field investigation shall control.

Recovery plans and management recommendations for many of these species are available from the United States Fish and Wildlife Service, the National Marine Fisheries Service and the Washington State Department of Fish and Wildlife. Additional information is also available from the Washington State Department of Natural Resources, Natural Heritage Program, and Aquatic Resources Program.

It is also possible that unmapped areas may include ~~priority species~~ **priority habitats or species (PHS), endangered, threatened or sensitive (ETS) species, or habitats and species of local importance (HSLI)**. If such a species is known to exist within an unmapped area, the type, extent and boundaries of this area shall be determined by a qualified professional.

Section 4. Richland Municipal Code Section 22.10.200, entitled Requirements for habitat conservation area reports, as first enacted by Ordinance No. 48-93, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.200 Requirements for habitat conservation area reports.

When development is proposed within a fish and wildlife habitat conservation area or its buffer, or where development is proposed to be located adjacent to a fish and wildlife habitat conservation area or its buffer or close enough to the FWHCA so as to likely impact critical area ecosystem functions and values, a habitat conservation report shall be prepared consisting of the following:

A. The report shall be prepared by a qualified professional using the best available science;

B. The area addressed in any report for a fish and wildlife habitat conservation area shall include the project area and adjacent lands within 300 feet of the project boundaries to account for potential buffers that may not be accurately mapped at the time of application. Further the report shall identify all habitat conservation areas, shorelines, floodplains, other critical areas and related buffers;

C. A habitat conservation report shall include an assessment to evaluate the presence or absence of priority habitat. At a minimum the habitat assessment shall include:

1. Detailed description of vegetation on and adjacent to the project area, including the existence or non-existence of plant species native to the state of Washington identified by the State of Washington Natural Heritage Program that are in danger of extinction, threatened to become endangered, vulnerable, or declining and are likely to become endangered or threatened in a significant portion of their range within the state without cooperative management or removal of threats;
2. Identification of any priority species and habitats (PHS) or any endangered, threatened, sensitive or candidate species and any habitat or species of local concern that have a primary association with habitat on or adjacent to the project area, and assessment of potential project impacts to the **protected habitat** or use of the site by the species;
3. A discussion of any federal, state or local special management recommendations, including Department of Fish and Wildlife habitat management recommendations, that have been developed for species or habitats located on or adjacent to the project area;
4. A discussion of measures, including avoidance, minimization and mitigation proposed to preserve existing habitats or restore any habitat that was degraded prior to the current proposed land use activity and to be conducted in accordance with RMC 22.10.220 (mitigation sequencing);
5. A discussion of ongoing management practices that will protect habitat after the project site has been developed, including proposed monitoring and maintenance programs;
6. When warranted, the administrator may require detailed surface and subsurface hydrologic features both on and adjacent to the site;

D. Habitat conservation area reports shall be forwarded to the Washington Department of Fish and Wildlife and local Native American Indian Tribes to provide them with an opportunity to comment on the adequacy and accuracy of the report;

E. The administrator may waive the requirement for the preparation of a habitat conservation area report upon a determination that by reason of previous development that the proposed project site does not provide functional habitat. Such waiver shall be made in writing and a copy shall be provided to the Washington State Department of Fish and Wildlife.

Section 4. Richland Municipal Code Section 22.10.210, entitled Fish and wildlife habitat conservation area – Performance standards, as first enacted by Ordinance No. 48-93, and last amended by Ordinance No. 40-17A, is hereby amended as follows:

22.10.210 Fish and wildlife habitat conservation area – Performance standards.

Development or any regulated activity occurring within a designated habitat conservation area or within its respective protection buffer, or development or any regulated activity proposed to occur adjacent to, or close enough to, a habitat conservation area so as to likely impact critical area ecosystem functions and values, shall only be permitted in accordance with the conditions of an approved habitat conservation area report. Such report shall be based on the following standards using the best available science:

- A. Consider habitat in site planning and design;
- B. Locate buildings and structures in a manner that preserves and minimizes adverse impacts to important habitat areas, including use of bird-friendly building design and use of dark sky lighting standards;
- C. Integrate retained habitat into open space and native plantings, consistent with the provisions of all open space and landscaping requirements;
- D. Activity within or close to a habitat conservation area shall not result in the degradation of the functions and values of the habitat;
- E. Nonindigenous species shall not be introduced into a habitat conservation area;
- F. Contiguous corridors through a project area shall be maintained. Measures necessary to mitigate impacts within a habitat conservation area shall attempt to achieve contiguous functioning habitat corridors in order to minimize the isolating effects of development on habitat;
- G. Identify habitat contiguous to other habitat areas, open space or landscape areas to contribute to a continuous system or corridor that provides connections to adjacent habitat areas and allows movement of wildlife;
- H. Use native species in any landscaping of disturbed or undeveloped areas and in any enhancement of habitat areas;
- I. Emphasize heterogeneity and structural diversity of vegetation in landscaping and food producing plants beneficial to wildlife;
- J. **Width of riparian corridors shall be in accordance with buffer widths suggested by BAS, including WDFW publication *Riparian Ecosystems, Volume 2: Management Recommendations*, May 2018, or as revised.** Riparian corridors shall **also** meet the minimum requirements as established in RMC Title 26 and wetland buffer requirements as established in RMC 22.10.110;
- K. Activities within a habitat conservation area shall be conditioned as identified in the habitat conservation area report to **avoid**, minimize, ~~and~~ or mitigate potential adverse impacts. Conditions **shall include protective buffers based on the State of Washington**

Department of Fish and Wildlife Management recommendations for Washington's priority species modified for local conditions and the recommendations of the Department of Fish and Wildlife biologists and may include, but are not limited to, the following measures:

1. Establishment of undisturbed habitat areas;
2. Staking of undisturbed habitat areas prior to any construction, including clearing, grading and filling taking place on site;
3. Fencing of undisturbed habitat areas in a manner consistent with the provisions of RMC 22.10.115(H);
4. Temporary erosion and sedimentation controls, pursuant to an approved plan, shall be implemented during construction;
5. Preservation of critically important vegetation;
6. Supplemental planting of native tree or shrub cover;
7. Removal and/or control of any noxious or undesirable species of plants and animals;
8. Preservation of significant trees and/or snags, preferably in groups, consistent with achieving the objectives of these standards;
9. Replanting of disturbed areas and/or areas where noxious weed species were removed with native vegetation types, including ongoing plans for weed control and irrigation as appropriate;
10. Limitation of access to an identified habitat area, including fencing to deter unauthorized access;
11. Seasonal restriction on construction activities;
12. Implementation of a schedule for periodic review of completed mitigation measures for a specified time period;
13. Posting of a bond or other financial surety to ensure completion and success of proposed mitigation measures. Such bond or other security device shall be required to assure successful establishment of required planting for an appropriate monitoring period. The amount of the bond or other security device shall equal 125 percent of the cost of the mitigation project for a period of five years. The administrator may agree to reduce the bond in phases in proportion to work successfully completed over the period of the bond.

Section 5. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2019.

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: 02/05/2019

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 13-19, Amending Title 14 of the Richland Municipal Code related to Net Metering

Department:

Energy Services

Ordinance/Resolution Number:

13-19

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only to Ordinance No. 13-19, amending Title 14 of the Richland Municipal Code related to net metering.

Summary:

City of Richland's Energy Services Department (RES) provides net metering for renewable energy generators, i.e., solar photovoltaic (PV) systems. Net metering is the application of a meter measuring the net difference, over a billing interval, between delivered real energy (kWh) to a customer and received real energy (kWh) from a customer.

Chapter 80.60 RCW Net Metering of Electricity requires an electric utility to provide net metering until the cumulative generating capacity of systems equal 0.5% of its 1996 utility peak demand. In September 2018, RES reached its threshold of 1023 kW and suspended its program to new systems until staff could determine the value of the excess generation from additional net metering systems.

Staff has determined, and the Utility Advisory Committee (UAC) agrees, that the value of excess generated power is equal to the avoided cost of power, which is the cost of power that RES would purchase from another source. RES' avoided cost of power for 2018 is \$0.0424 per kWh, which is less than the retail rate of \$0.0686 per kWh that RES currently credits customers for received generation. As such, customer generators are being over-compensated for the excess power their systems generate. Non-net metering customers subsidize net metering excess generation at \$0.0262 per kWh.

To prevent one customer group from subsidizing another, staff recommends net metering systems installed after November 1, 2018 be charged a fee on the received energy and a one-time meter installation fee. The fees will be published in the City's Fee Schedule. See the attached example calculation. Systems installed prior to November 1, 2018 will not experience program changes.

Ordinance No. 13-19 also amends the RMC regarding investment cost recovery incentive to align with recent changes in state law. Staff recommends approval of Ordinance No. 13-19 for first reading, by title only.

Fiscal Impact:

The projected increased revenues from passage of this ordinance are expected to offset expenses, thereby producing a net zero change in the 2019 City budget for Fund 401, Electric Utility Fund.

Attachments:

1. Ordinance No. 13-19
2. Calculation Example

ORDINANCE NO. 13-19

AN ORDINANCE of the City of Richland amending
Title 14: Electricity, of the Richland Municipal Code regarding
Net Metering.

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, and to bring local laws into compliance with state laws; and

WHEREAS, the City of Richland Energy Services (RES) operates and maintains an electric utility delivering power to customers served by RES with a focus on reliability and keeping rates as low as reasonably possible; and

WHEREAS, Chapter 80.60 RCW, Net Metering of Electricity, requires electric utilities to provide a net metering program; and

WHEREAS, since 2008, RES has offered customers net metering pursuant to Chapter 80.60 RCW; and

WHEREAS, RES has exceeded the requirements of Chapter 80.60 RCW to make net metering available until the cumulative generating capacity of net metering systems equals 0.5% of RES' 1996 utility peak demand of 1023 kW; and

WHEREAS, RES charges net metering customers for utility energy delivered to the customer during a billing interval at the current retail rate of \$0.0686 per kWh; and

WHEREAS, RES credits net metering customers for excess energy received from customer generators during a billing interval at the current retail rate of \$0.0686 per kWh; and

WHEREAS, the net metering credit currently exceeds the avoided cost of wholesale energy, and the value RES receives from customer-generated electricity results in non-net metering customers subsidizing the net metering credit and distribution infrastructure fixed costs; and

WHEREAS, the Utility Financial Operating Policy adopted by City Council on September 19, 2006 established a principle that current and future customers within each class will pay their fair shares of the cost of service; and

WHEREAS, the Utility Advisory Committee (UAC) supports staff's recommendation that any net metering system approved and installed after November 1, 2018 be provided a credit for received generation according to the value RES obtains from customer-generated electricity; and

WHEREAS, the value of excess customer-generated electricity received is equal to no more than the avoided cost of purchasing additional wholesale energy; and

WHEREAS, staff recommends charging a net metering infrastructure fee based on this avoided cost for received generation from net metering systems approved and installed after November 1, 2018, and an additional one-time fee for installing net metering equipment for net metering systems approved and installed after November 1, 2018; and

WHEREAS, the net metering infrastructure fee and net metering equipment installation fee shall be published in the City Fee Schedule and be revised as needed to meet the City's Utility Financial Operations Policy principles; and

WHEREAS, amendments to Title 14 RMC are required to bring the City into compliance with RCW 82.16.160, RCW 82.16.165, RCW 82.16.170, RCW 82.16.175, and WAC 504-49.

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

Section 1. Richland Municipal Code Chapter 14.08, entitled Definitions, as originally enacted by Ordinance No. 90, and last amended by Ordinance No. 09-18, is hereby amended as follows:

Chapter 14.08 DEFINITIONS

Sections:

14.08.010 Definitions.

14.08.015 Avoided cost.

14.08.020 Billing month.

14.08.025 Chief electrical engineer.

14.08.030 Customer.

14.08.040 Construction costs of distribution facilities.

14.08.050 Construction payment.

14.08.060 Demand.

14.08.070 Department.

14.08.075 Director.

14.08.080 Distribution extension.

14.08.090 Distribution reinforcement.

14.08.100 Extension completion date.

14.08.110 Indeterminate service.

~~14.08.115 Investment cost recovery incentive.~~

14.08.120 Multiple dwellings.

14.08.130 Net metering.

14.08.140 On-peak period.

14.08.150 Permanent service.

- 14.08.160 Person.**
- 14.08.170 Point of delivery.**
- 14.08.175 Power quality.**
- 14.08.180 Refund of construction payment.**
- 14.08.190 Residence.**
- 14.08.200 Service lateral.**
- 14.08.205 Special equipment.**
- 14.08.210 Standard construction allowance.**
- 14.08.220 Temporary service.**
- 14.08.230 Traffic management systems.**

14.08.010 Definitions.

The following words and phrases shall, when used in this title, have the meanings attributed to them in this chapter.

14.08.015 Avoided cost.

“Avoided cost” means the cost to the electric utility of electric energy which could be purchased from another source.

14.08.020 Billing month.

“Billing month” means the month which includes the last day of the period of electrical consumption for which the customer will be billed.

14.08.025 Chief electrical engineer.

“Chief electrical engineer” means the chief electrical engineer of the department.

14.08.030 Customer.

“Customer” means any person who uses, has used, or has contracted to use department electric energy.

14.08.040 Construction costs of distribution facilities.

“Construction costs of distribution facilities” means the combined costs of all facilities necessary to the distribution extension or reinforcement, including satisfactory right-of-way.

14.08.050 Construction payment.

“Construction payment” means the amount advanced by the applicant to pay all construction costs in excess of the standard construction allowance.

14.08.060 Demand.

“Demand” for any billing period means the average kilowatt delivery during the 30-minute period in which the consumption of energy is the greatest during the billing period.

14.08.070 Department.

“Department” means the energy services department of the city.

14.08.075 Director.

"Director" means the director of the department.

14.08.080 Distribution extension.

"Distribution extension" means distribution facilities including primary and secondary distribution lines, service laterals, and all appurtenant facilities excepting transformers and meters necessary to supply service to an additional customer.

14.08.090 Distribution reinforcement.

"Distribution reinforcement" means increase in size of existing facilities necessitated by applicant's estimated electric requirements.

14.08.100 Extension completion date.

"Extension completion date" means the date on which the construction of the distribution extension or distribution reinforcement is completed as shown by the city's records.

14.08.110 Indeterminate service.

"Indeterminate service" means service where the amount and permanency of service cannot be assured including industrial or commercial enterprises of speculative nature, real estate subdivisions, development of property for sale, enterprises where the applicant will not be the user of electric service or where there is little or no immediate demand for service.

~~14.08.115 Investment cost recovery incentive.~~

~~The "investment cost recovery incentive" is an incentive in addition to net metering in cooperation with the generating customer, the city, and Washington State Department of Revenue. Customers shall meet the requirements of WAC 458-20-273 as currently written or as it may hereafter be amended.~~

14.08.120 Multiple dwellings.

For rate purposes, premises including two or more residential units are residences only if separate metering circuits for each unit are provided without costs to the department. All other premises including two or more residential units shall be considered multiple dwellings. Such premises are billed at a commercial rate.

14.08.130 Net metering.

"Net metering" is the application of ~~a metering~~ metering that measures the net difference between delivered real energy (kWh) to a customer and received real energy (kWh) from a customer's net metering system over a billing interval: as defined in Chapter 80.60 RCW or hereafter amended. ~~over a billing interval. Any remaining received real energy (kWh) from the customer at the end of each calendar year is forfeited by the customer. Net metered locations are limited to a generation capacity of not more than 100 kilowatts; use solar, wind or hydropower as fuel; and are intended to offset part or all of a customer's electrical load. The cumulative generating capacity of net metering systems connected to the city distribution system is limited to 1,023 kilowatts on a first come basis (based upon~~

~~one-half percent of the 1996 city of Richland peak demand of 204,768 kilowatts as required by Chapter 80.60 RCW).~~

14.08.140 On-peak period.

“On-peak period” means the interval of time from 7:00 a.m. to 10:00 p.m., Monday through Saturday. All other hours are considered the “off-peak period.”

14.08.150 Permanent service.

“Permanent service” means service to residential, commercial or industrial customers where the use of service, including amount and permanency, can be reasonably assured.

14.08.160 Person.

“Person” means any natural person, firm, partnership, or corporation.

14.08.170 Point of delivery.

“Point of delivery” means the point where the department’s electric facilities are first connected to the electric facilities of a customer. The location of the point of delivery will be determined by the city in accordance with standard practice or as individual circumstances may dictate.

14.08.175 Power quality.

Acceptable “power quality” at the point of common coupling demarcation point is that which meets general, steady state, transient, and harmonics recommendations of ANSI C84.1, IEEE 1159, IEEE 1250, IEEE 519, IEEE 446, IEC 868, and other recognized standards as determined by the chief electrical engineer. Interconnection power quality shall additionally meet recommendations of IEEE P1453 and IEEE 929.

14.08.180 Refund of construction payment.

“Refund of construction payment” means the amount of construction payment returned to customers or assignees by the city.

14.08.190 Residence.

“Residence” means any residential unit with a separate meter, any mobile home in a mobile home park if it is supplied with electricity through a separate meter, and any house or building used on a farm; any building used as a place of worship, school, grange building, or building used by a fraternal organization, if the connected load is less than 25 kilowatts.

14.08.200 Service lateral.

“Service lateral” means the secondary overhead or underground electric circuit and associated facilities located between the department’s distribution line and the point of delivery to a customer. Service lateral provides service for customer’s exclusive use.

14.08.205 Special equipment.

“Special equipment” means equipment above and beyond what is normally included in each rate structure to provide electrical service on the distribution system. Special

equipment is items not stocked as part of warehouse inventory and ordered for specific installations at a customer's request with the intent of providing additional reliability, capacity, or enhanced service.

14.08.210 Standard construction allowance.

"Standard construction allowance" means that portion of necessary construction made by the department at its expense. Separate allowances will be established for residential customers and for nonresidential customers.

14.08.220 Temporary service.

"Temporary service" means service to customers where the expected period of usage is less than 12 months, including service to circuses, bazaars, fairs, concessions and construction sites.

14.08.230 Traffic management systems.

"Traffic management systems" shall be as defined and described in WAC Title 296, WAC 296-46B-010(16) through (23).

Section 2. Richland Municipal Code Chapter 14.24, entitled Rates and Charges, as originally enacted by Ordinance No. 90, and last amended by Ordinance No. 35-17, is hereby amended as follows:

**Chapter 14.25
RATES AND CHARGES**

Sections:

- 14.24.020 Termination of contract by customer.**
- 14.24.030 Service charges – Temporary service.**
- 14.24.035 Service charges – Permanent or altered service.**
- 14.24.040 Trouble calls.**
- 14.24.050 Nonstandard service.**
- 14.24.060 Retail electrical rates.**
- 14.24.070 Character of certain special uses.**
- 14.24.100 Special rules if premises used for both residential and commercial purposes.**
- 14.24.120 Street lighting.**
- 14.24.130 Rental lighting.**
- 14.24.140 De minimus unmetered loads.**
- 14.24.150 School and municipal building rate.**
- 14.24.180 Athletic field floodlighting.**
- 14.24.190 Special charges and billing rules.**
- ~~**14.24.200 Investment cost recovery incentive.**~~
- 14.24.210 Renewable energy system incentive.**
- 14.24.220 Net metering.**

14.24.020 Termination of contract by customer.

A customer who has fulfilled his contract terms and wishes to discontinue service must give at least three days' notice to that effect, unless his contract specifies otherwise. Notice to discontinue service prior to expiration of the contract term will not relieve the customer from any minimum or guaranteed payment required by the contract or rate.

14.24.030 Service charges – Temporary service.

Customers requiring temporary electrical service, at premises where electric utility facilities are available, shall pay to the department an amount equal to the estimated cost of all labor, equipment and all nonrecoverable materials required to install and remove the temporary service, less the estimated salvage value. In cases where temporary service can be provided from an existing power source using light duty service wire the charge shall not be less than the temporary service fee published in the city's user fees and charges schedule. Where electric utility facilities are not adequate or available to provide temporary electrical service, the department will extend service in accordance with the policies in Chapter 14.30 RMC.

The rate for electricity used from the temporary service shall be at the rate schedule applicable to the class of service. At the discretion of the chief electrical engineer, unmetered temporary services will be allowed when the service provides temporary construction power to a single-family dwelling lot and the term of the service is less than three months. In the event an unmetered temporary service extends beyond three months the customer shall pay an additional three-month temporary service fee for each three-month period beyond the initial three-month term.

14.24.035 Service charges – Permanent or altered service.

Customers requiring permanent electrical service rated at 600 volts or less, at premises where electric utility facilities are available at the property, shall pay to the department an amount equal to the estimated cost of all labor, equipment and materials, including metering, required to install the service. In cases where permanent services are of a capacity of 400 amps or less the charge shall not be less than the new service charges published in the city's user fees and charges schedule. The charge assumes the department shall install up to 100 feet of service wire, as measured on the premises. Any additional service wire over 100 feet shall be charged at the estimated cost of additional wire.

Customers requiring alteration of existing electric utility facilities, including but not limited to rewires, relocations, conversions or upgrades, shall pay the department an amount equal to the estimated cost of all labor, equipment and materials, including metering, required to alter the utility facilities serving such services.

Where electric utility facilities are not adequate or available to provide permanent service or accommodate the required customer service alterations the department will extend service in accordance with the policies of Chapter 14.30 RMC.

14.24.040 Trouble calls.

The customer shall notify the department immediately should service be unsatisfactory for any reason or should there be any defects, trouble or accidents affecting the supply of electricity.

The department will be responsible for promptly making repairs to damage occurring to city equipment, which impairs service to its customers or results in a hazardous condition. When a trouble call is made at a customer's request, and the trouble is due to the customer's acts, negligence, or to failure of his equipment or wiring, the minimum charge shall be actual cost, plus overhead costs, but in no case less than \$15.00. Billing costs shall be as determined by the chief electrical engineer.

14.24.050 Nonstandard service.

Customers shall pay the cost of any special installation necessary to meet particular requirements for service at other than standard voltages or for the supply of closer voltage regulation than required by standard practice.

When it is necessary to construct additional lines and install facilities for furnishing three-phase service or a nonstandard voltage or phase, the service will be provided in accordance with the policies of Chapter 14.30 RMC.

14.24.060 Retail electrical rates.

Rates for electricity are summarized by class of service as listed below. Rates are effective with the first bill received in January 2018 and apply to all usage during the billing period.

SCHEDULE 10: General Residential

- A. Availability: In all territory serviced by the city's electrical utility.
- B. Applicability: To domestic uses of electric energy by all residential customers not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Delivery Point: The following rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.
- E. Rates:
 - Daily Service Charge:
 - Single-phase service: \$0.64/day
 - Multiphase service: \$0.91/day
 - Monthly Energy Charge: \$0.0686/kWh
- F. For electrical service supplied to residential customers qualifying as low income senior or low income disabled citizens, the service charge shall be waived and the energy charge shall be discounted 15 percent of Schedule 10. Qualifications and

other information regarding low income senior or low income disabled citizens can be found in Chapter 3.29 RMC (finance).

SCHEDULE 20: Small General Service

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter where anticipated monthly maximum demand does not exceed 50 kilowatts and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
 - Daily Service Charge:
 - Single-phase service: \$0.80/day
 - Multiphase service: \$1.07/day
 - Monthly Energy Charge: \$0.0618/kWh
 - Monthly Demand Charge: No Charge

SCHEDULE 22: Medium General Service

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter, where anticipated monthly maximum demand is greater than 50 kilowatts, but less than or equal to 300 kilowatts, and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
 - Daily Service Charge:
 - Single-phase service: \$1.28/day
 - Multiphase service: \$1.54/day
 - Monthly Energy Charge: \$0.0396/kWh
 - Monthly Demand Charge: \$4.79/kW

SCHEDULE 24: Large General Service

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter, where anticipated monthly maximum demand is greater than 300 kilowatts, but less than or equal to 1,000 kilowatts, and the load is not eligible under other rate schedules.

- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
- | | |
|------------------------|--------------|
| Daily Service Charge: | |
| Multiphase service: | \$1.86/day |
| Monthly Energy Charge: | \$0.0396/kWh |
| Monthly Demand Charge: | \$5.17/kW |

SCHEDULE 30: Small Industrial

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter where anticipated monthly maximum demand is greater than 1,000 kilowatts but less than or equal to 5,000 kilowatts and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
- | | |
|------------------------|--------------|
| Daily Service Charge: | |
| Multiphase service: | \$7.72/day |
| Monthly Energy Charge: | \$0.0396/kWh |
| Monthly Demand Charge: | \$5.48/kW |

SCHEDULE 31: Large Industrial

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter where anticipated monthly maximum demand is greater than 5,000 kilowatts and the load is not eligible for service under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
- | | |
|------------------------|--------------|
| Daily Service Charge: | \$7.72/day |
| Monthly Energy Charge: | \$0.0392/kWh |
| Monthly Demand Charge: | \$5.11/kW |

SCHEDULE 33: Economic Development Rate

- A. Terms and conditions of negotiated rate will be by contract.

- B. Will be based upon the benefits derived from the new load and/or employment opportunities that expand the local economy.
- C. Will utilize marginal costing concept.

SCHEDULE 40: Small Irrigation 0 – 60 Horsepower

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To uses of electrical power on a continuous basis for seasonal agricultural irrigation pumping or agricultural drainage pumping.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
 - Monthly Energy Charge: \$0.0602/kWh
 - Monthly Demand Charge: No Charge
 - Annual Service Charge:
 - To be billed at beginning of irrigation season.
 - (1) \$179.72 single-phase service.
 - (2) \$239.63 multiphase service.

SCHEDULE 45: Large Irrigation Over 60 Horsepower

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To uses of electrical power on a continuous basis for seasonal agricultural irrigation pumping or agricultural drainage pumping.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
 - Monthly Energy Charge: \$0.0396/kWh
 - Monthly Demand Charge: \$6.76/kW
 - Annual Service Charge:
 - To be billed at beginning of irrigation season.
 - \$0.53/horsepower all horsepower greater than 60, plus:
 - (1) \$179.72 single-phase service.
 - (2) \$239.63 multiphase service.

SCHEDULE 60: Traffic Lighting

- A. Availability: In all territory served by the city's electric utility.

- B. Applicability: To municipally owned traffic-regulating signal systems on public streets and highways.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Daily Service Charge:	\$0.64/day
Monthly Energy Charge:	\$0.0605/kWh

SCHEDULE 90: Cable Television Amplifier

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To owners of cable television amplifiers installed on facilities owned by the city's electric utility.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Monthly Energy Charge:	\$0.0512/kWh
------------------------	--------------

SCHEDULE 100: New Large Single Load

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To new large single load customers defined in Public Law 96-501 and as such constitute electrical loads greater than or equal to 10 average megawatts during any consecutive 12-month period and which cause the utility to incur wholesale power costs in excess of normal rates.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates: Terms and conditions of negotiated rate will be by contract.

14.24.070 Character of certain special uses.

Motors with individually rated capacities of more than seven and one-half horsepower must be served at commercial rates. Christmas or other temporary decorative residential lighting may be served at residential rates. Where additional facilities are required to serve decorative lighting, the distributor will charge the customer actual costs, including overhead costs, for the installation and removal of the facilities.

14.24.100 Special rules if premises used for both residential and commercial purposes.

The residential rate is not applicable to any space in a residential dwelling which is regularly used for commercial purposes or for other gainful activities. In such cases, if a separately metered circuit is provided at no cost to the city for the commercial portion of the dwelling, the appropriate commercial rate shall be applied to the power requirements.

If a separately metered circuit is not provided, the entire power requirements of the premises must be billed under the commercial rate.

If the premises are used primarily as a private dwelling and space in the dwelling is only occasionally used for commercial purposes, the residential rate shall be applied to the entire power requirements.

14.24.120 Street lighting.

For all municipally owned lighting systems for public streets, publicly owned parking areas, and parks, service shall be provided pursuant to the applicable street lighting rates published in the city's user fees and charges schedule. Such service shall include maintenance of and replacement of lamps for overhead lighting systems of such areas. The provisions of this fee schedule shall not apply to rates for energy supplied under specific contracts negotiated for such purpose.

14.24.130 Rental lighting.

For municipally owned rental lighting facilities consisting of overhead construction with mast arms and luminaires mounted on poles, service shall be provided at the request of property owners or long-term lessees of property pursuant to the applicable rental lighting rates published in the city's user fees and charges schedule. Lighting facilities supplied under this provision shall remain the property of the city and shall be supplied only pursuant to a contract with the customer, the term of which shall be a period of not less than three years.

14.24.140 De minimis unmetered loads.

For loads determined by the chief electrical engineer to be of a de minimis nature, service shall, with the authorization of the director, be provided pursuant to the applicable de minimis unmetered loads rate published in the city's user fees and charges schedule.

14.24.150 School and municipal building rate.

There are no rate discounts for electricity supplied at schools or municipal buildings.

14.24.180 Athletic field floodlighting.

For athletic field lighting, an investment charge may be made based upon the city's investment in furnishing and installing the equipment devoted to supplying the athletic field lighting service. Energy will be billed in accordance with the appropriate rate schedule and each installation will be considered a separate customer for billing purposes. Customers' bills rendered in accordance with this provision shall be subject to any surcharge and amortization charge applied by the director.

14.24.190 Special charges and billing rules.

Charges for energy supplied under the provisions of RMC 14.24.180 shall be computed as follows:

A. Energy. When the energy supplied is metered, the meter shall be installed in or connected to the lighting circuit and the billing shall include the energy delivered to and consumed in all circuits and equipment used exclusively for lighting purposes. When the energy supplied is not metered, the monthly energy charge shall be computed from the

lamp wattage plus five percent for losses, multiplied by the number of hours of use, multiplied by the applicable energy rate as determined by the chief electrical engineer.

B. Capital Investment Computation. The department's capital investment costs, used as a basis for computing charges, shall consist of the cost of all labor, material and equipment, plus appropriate overhead costs, used to construct the lighting system.

C. Annual Operation and Maintenance Computation. The department's annual operation and maintenance costs, used as a basis for computing charges, shall be eight percent of the capital investment cost and shall provide for all routine maintenance, including lamp replacement, performed on the lighting system.

D. Computation of Charges. Computation of monthly charges shall be one percent of the capital investment cost plus one-twelfth of the annual operation and maintenance cost plus the charge for energy consumed by the lighting system.

~~14.24.200 Investment cost recovery incentive.~~

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

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

14.24.210 Renewable energy system incentive.

The department may offer a renewable energy system incentive program that shall be governed by RCW 82.16.160, RCW 82.16.165, RCW 82.16.170, RCW 82.16.175, and WAC 504-49 as written or hereafter amended.

Customers participating in the renewable energy system incentive program with systems approved and installed after November 1, 2018, shall be assessed a program and production meter fee as listed in the city Fee Schedule.

14.24.220 Net metering.

A net metering customer shall be billed according to the applicable retail electric rate in RMC 14.24.060. Each net metering customer shall be charged the daily service charge and the energy charge for all energy delivered to the customer from the utility for the applicable billing period. Each net metering customer shall be credited the energy charge for all real energy received by the utility from the net metering system. Customers with net metering systems approved and installed after November 1, 2018, shall be assessed a net metering infrastructure fee per kWh of received generation as listed in the city Fee Schedule. The net metering infrastructure fee shall be calculated as the current retail kWh rate less the avoided cost of energy.

Customers with net metering systems approved and installed after November 1, 2018, shall be assessed a net meter installation fee as listed in the city Fee Schedule.

Section 3. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of _____, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

Attachment 1
Example Calculations for Existing and New Net Metering Residential Customers

Rate

Daily Service Charge:	\$0.064
All Delivered kWh:	\$0.0686
All Received kWh:	(\$0.0686)
Infrastructure Fee @ kWh of Received Generation ¹ :	\$0.0262
Utility Tax:	\$0.0929

1. Infrastructure fee applies to net metering systems approved and installed after November 1, 2018. It is calculated as Retail rate per kWh – Avoided cost of energy.

Existing Net Metering System Installed by November 1, 2018

Delivered kWh = 500 kWh

Received kWh = 400 kWh

30 day billing cycle

Billed Amount = Service Charge + Delivered Charge - Received Credit + Tax

Billed Amount = $(\$0.64 * 30) + (\$0.0686 * 500) - (\$0.0686 * 400) + \text{Tax}$

Billed Amount = $\$19.20 + \$34.30 - \$27.44 + \text{Tax}$

Billed Amount = $\$26.06 + (\$0.0929 * \$26.06)$

Billed Amount = $\$26.06 + \2.42

Billed Amount = \$28.48

New Net Metering System Installed after November 1, 2018

Given: Delivered kWh = 500 kWh

Received kWh = 400 kWh

30 day billing cycle

Billed Amount = Service Charge + Delivered Charge – Received Credit + Infrastructure Fee + Tax

Billed Amount = $(\$0.64 * 30) + (\$0.0686 * 500) - (\$0.0686 * 400) + (\$0.0262 * 400) + \text{Tax}$

Billed Amount = $\$19.20 + \$34.30 - \$27.44 + \$10.48 + \text{Tax}$

Billed Amount = $\$36.54 + (\$0.0929 * \$36.54)$

Billed Amount = $\$36.54 + \3.39

Billed Amount = \$39.93



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 04-19, Establishing and Dedication the Right-of-Way for Henderson Loop and Manufacturing Lane

Department:
Public Works

Ordinance/Resolution Number:
04-19

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 04-19, establishing and dedicating the right-of-way for Henderson Loop and Manufacturing Lane (formerly referred to as Sullivan Street in first reading of Ordinance No. 04-19).

Summary:

The City is developing the City-owned property in the Horn Rapids Industrial Park. The 2018-2023 Capital Improvement Plan (CIP) includes a program titled Economic Development Road Projects, of which the extension of Henderson Loop was one. The Henderson Loop extension will provide public access and utility infrastructure to enable additional development in the Horn Rapids Business Center.

Construction of the Henderson Loop project was awarded on May 1, 2018. The public street and utility improvements for Henderson Loop and Manufacturing Lane (referred to as Sullivan Street in first reading of Ordinance No. 04-19) are complete. After first reading staff determined that Sullivan Street was not an available street name because of its prior use elsewhere in Benton County. Street names require vetting across the entire County to support emergency response dispatch needs. For this reason Community Development staff have proposed replacing Sullivan Street with Manufacturing Lane for second reading of this ordinance.

Dedication of the newly constructed streets is necessary to establish them as public street right-of-way. This action will be accomplished through proposed Ordinance No. 04-19. Staff recommends approval of Ordinance No. 04-19 for second reading and passage.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 04-19

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
505 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 04-19

AN ORDINANCE of the City of Richland establishing and dedicating the right-of-way for Henderson Loop and Manufacturing Lane as fully described in this ordinance.

WHEREAS, the City of Richland is developing the City-owned property in the Horn Rapids Industrial Park; and

WHEREAS, the 2018 - 2023 Capital Improvement Plan includes a program titled Economic Development Road Projects and includes the extension of Henderson Loop; and

WHEREAS, the Henderson Loop extension will provide public access and utilities infrastructure to enable additional development in the Horn Rapids Business Center; and

WHEREAS, on May 1, 2018, City Council awarded a construction contract for the Henderson Loop West project; and

WHEREAS, the public street and utility improvements for Henderson Loop and Manufacturing Lane are complete; and

WHEREAS, dedication of the newly constructed street is necessary to establish it as a public street right-of-way; and

WHEREAS, dedication of the public street right-of-way is appropriate to advance development in accordance with City development standards.

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

Section 1. The portion of right-of-way legally described in **Exhibits A** and **B**, attached hereto, and depicted as Henderson Loop, and the portion of right-of-way legally described in **Exhibits C, D** and **E**, attached hereto, and depicted as Manufacturing Lane, are hereby ordered to be dedicated as City streets named Henderson Loop and Manufacturing Lane.

Section 2. The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this ordinance and the attached exhibits, duly certified by the City Clerk as a true copy.

Section 3. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of February, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 10, 2019

EXHIBIT A

DESCRIPTION FOR HENDERSON LOOP

A 100.00 FOOT WIDE CORRIDOR FOR RIGHT-OF-WAY PURPOSES LYING IN A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, AND A PORTION OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, SITUATED IN BENTON COUNTY, WASHINGTON, SAID RIGHT-OF-WAY BEING 50.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015-003647, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 35°06'28" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 402.95 FEET; THENCE NORTH 54°53'32" WEST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF SAID LOGSTON BOULEVARD AND THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 54°53'32" WEST FOR A DISTANCE OF 508.71 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°39'41" HAVING A RADIUS OF 320.03 FEET, AN ARC LENGTH OF 327.66 FEET; THENCE SOUTH 66°26'47" WEST FOR A DISTANCE OF 2.53 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°39'33" HAVING A RADIUS OF 300.03 FEET, AN ARC LENGTH OF 307.17 FEET; THENCE NORTH 54°53'40" WEST FOR A DISTANCE OF 748.74 FEET TO A POINT OF INTERSECTION OF THE CENTERLINE OF MANUFACTURING LANE; THENCE CONTINUING NORTH 54°53'40" WEST FOR A DISTANCE OF 150.01 FEET TO THE TERMINUS OF SAID CENTERLINE.

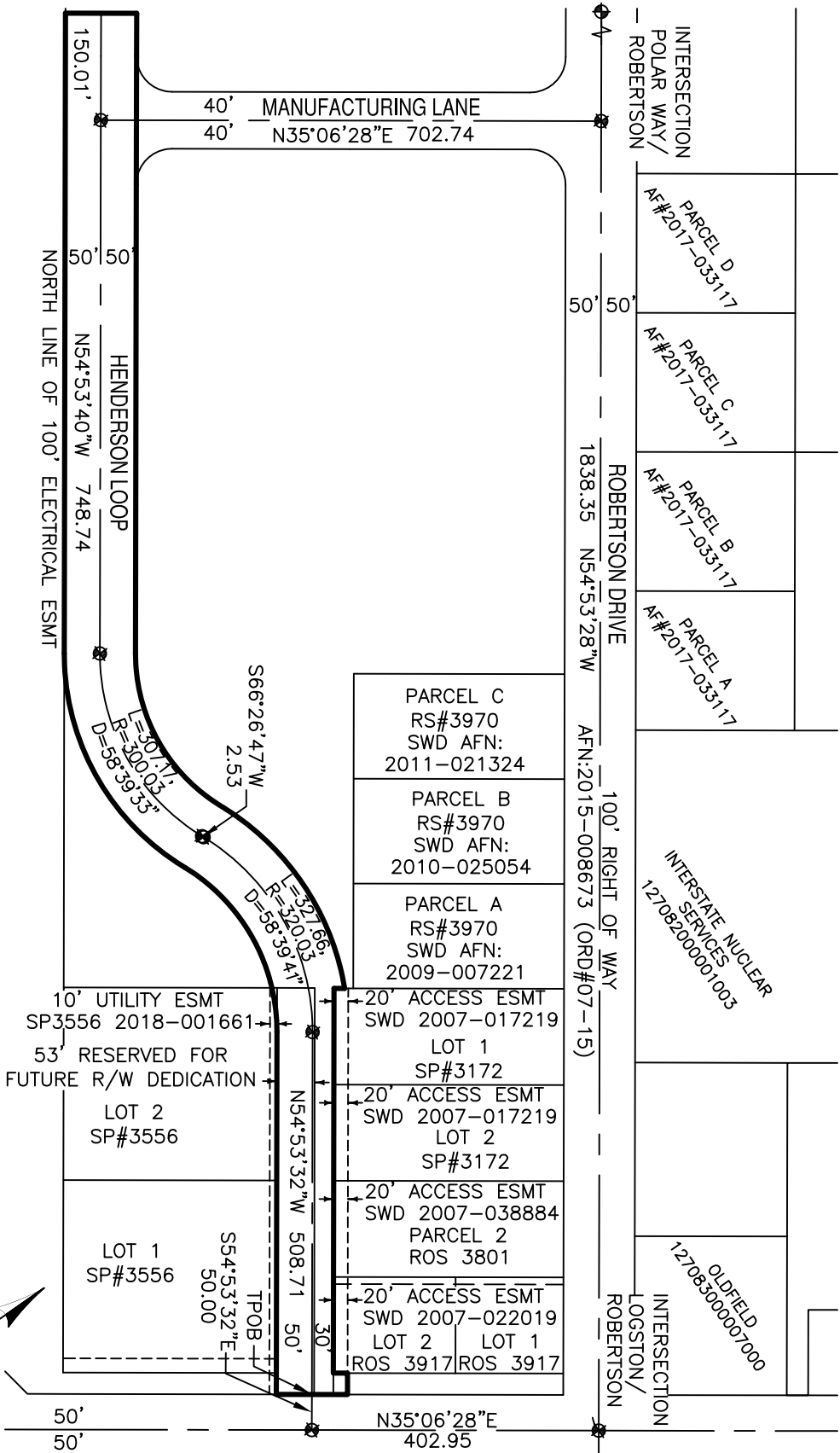
THE SIDELINES OF SAID PROPOSED RIGHT-OF-WAY SHALL EXTEND OR FORESHORTEN TO TERMINATE OR CONNECT TO THE EXISTING RIGHT-OF-WAY, KNOWN AS LOGSTON BOULEVARD.

EXCEPT ANY PORTION OF THAT PARCEL AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2007-022019, RECORDS OF BENTON COUNTY, WASHINGTON.

AND EXCEPT ANY PORTION OF THAT PARCEL AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2007-038884, RECORDS OF BENTON COUNTY, WASHINGTON.

AND EXCEPT ANY PORTION OF THAT PARCEL AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2007-017219, RECORDS OF BENTON COUNTY, WASHINGTON.

HENDERSON LOOP EXTENSION EXHIBIT B



PERMIT SURVEYING INC
 2245 Robertson Drive
 Richland, Washington 99354
 OFFICE 509-375-4123
 FAX 509-371-0999

(1 OF 1)
 MAP TO ACCOMPANY LEGAL DESCRIPTION
 RICHLAND 01/09/19 WASHINGTON

JOB#17159
 CITY OF RICHLAND
 N.T.S.

EXHIBIT C

DESCRIPTION FOR MANUFACTURING LANE

A 80.00 FOOT WIDE CORRIDOR FOR RIGHT-OF-WAY PURPOSES LYING IN A PORTION OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, SITUATED IN BENTON COUNTY, WASHINGTON, SAID RIGHT-OF-WAY BEING 40.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015-003647, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH $54^{\circ}53'28''$ WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1838.35 FEET; THENCE SOUTH $35^{\circ}06'28''$ WEST FOR A DISTANCE OF 50.00 FEET TO A POINT HEREAFTER KNOWN AS **POINT "A"**, SAID POINT ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY MARGIN OF SAID ROBERTSON DRIVE AND THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH $35^{\circ}06'28''$ WEST FOR A DISTANCE OF 602.74 FEET TO A POINT HEREAFTER KNOWN AS **POINT "B"**, SAID POINT ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF HENDERSON LOOP AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID PROPOSED RIGHT-OF-WAY SHALL EXTEND OR FORESHORTEN TO TERMINATE OR CONNECT TO SAID RIGHTS-OF-WAY, KNOWN AS ROBERTSON DRIVE AND HENDERSON LOOP

TOGETHER WITH: BEGINNING AT SAID **POINT "A"**; THENCE SOUTH $54^{\circ}53'28''$ EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF MANUFACTURING LANE AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $54^{\circ}53'28''$ EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE THEREOF FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE HAVING A RADIAL BEARING OF SOUTH $35^{\circ}06'32''$ WEST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 78.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'04''$ TO POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID MANUFACTURING LANE; THENCE NORTH $35^{\circ}06'28''$ EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE THEREOF FOR A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH: BEGINNING AT SAID **POINT "A"**; THENCE NORTH $54^{\circ}53'28''$ WEST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY MARGIN OF MANUFACTURING LANE AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH $54^{\circ}53'28''$ WEST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE THEREOF FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE HAVING A RADIAL BEARING OF SOUTH $35^{\circ}06'32''$ WEST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 78.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}59'56''$ TO POINT ON

THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID MANUFACTURING LANE; THENCE NORTH 35°06'28" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY THEREOF FOR A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH: BEGINNING AT SAID **POINT "B"**; THENCE SOUTH 54°53'40" EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY OF SAID HENDERSON LOOP FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF MANUFACTURING LANE AND THE TRUE POINT OF BEGINNING;

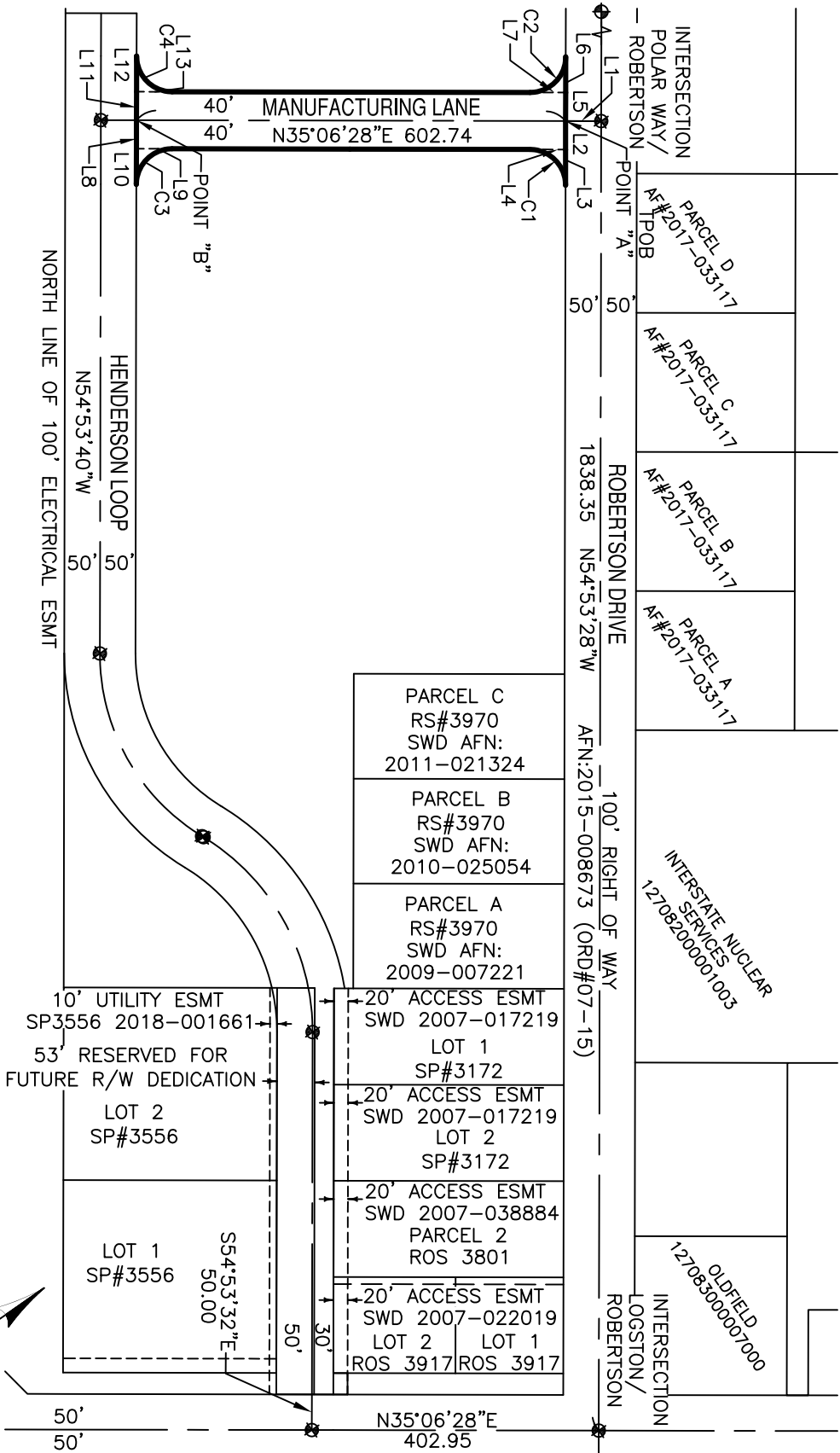
THENCE CONTINUING SOUTH 54°53'40" EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID HENDERSON LOOP FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE HAVING A RADIAL BEARING OF NORTH 35°06'20" EAST FOR A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 78.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'08" TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID MANUFACTURING LANE; THENCE SOUTH 35°06'28" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY THEREOF FOR A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING

TOGETHER WITH: BEGINNING AT SAID **POINT "B"**; THENCE NORTH 54°53'40" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY OF SAID HENDERSON LOOP FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY MARGIN OF MANUFACTURING LANE AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 54°53'40" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID HENDERSON LOOP FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE HAVING A RADIAL BEARING OF NORTH 35°06'20" WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTHEASTERLY A DISTANCE OF 78.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'52" TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID MANUFACTURING LANE; THENCE SOUTH 35°06'28" WEST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY FOR A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

18-132EC

MANUFACTURING LANE EXHIBIT D



PERMIT SURVEYING INC.
 2245 Robertson Drive
 Richland, Washington 99354
 OFFICE 509-375-4123
 FAX 509-371-0999

CITY OF RICHLAND
 MAP TO ACCOMPANY LEGAL DESCRIPTION
 RICHLAND 01/08/19 WASHINGTON

N.T.S.

MANUFACTURING LANE EXHIBIT E

Line Table		
Line #	Length	Direction
L1	50.00	S35°06'28"W
L2	40.00	S54°53'28"E
L3	50.00	S54°53'28"E
L4	50.00	S35°06'28"W
L5	40.00	S54°53'28"E
L6	50.00	S54°53'28"E
L7	50.00	S35°06'28"W
L8	40.01	N54°53'40"W
L9	50.00	N35°06'28"E
L10	50.00	S54°53'40"E
L11	40.00	N54°53'40"W
L12	50.00	N54°53'40"W
L13	50.00	S35°06'28"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	78.54	50.00	90°00'04"	S80°06'30"W	70.71
C2	78.54	50.00	89°59'56"	N09°53'30"W	70.71
C3	78.54	50.00	90°00'08"	S09°53'36"E	70.71
C4	78.54	50.00	89°59'52"	N80°06'24"E	70.71



JOB#17159

(2 OF 2)

2245 Robertson Drive
Richland, Washington
99354
OFFICE 509-375-4123
FAX 509-371-0999

CITY OF RICHLAND
MAP TO ACCOMPANY LEGAL DESCRIPTION
RICHLAND 01/09/2019 WASHINGTON



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 06-19, Amending the Richland Municipal Code to Create a new Chapter 28.14 entitled Small Cell Deployment - Franchise and Small Cell Permits

Department:
City Attorney

Ordinance/Resolution Number:
06-19

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 06-19, amending the Richland Municipal Code to add a new Chapter 27.14 entitled Small Cell Deployment - Franchise and Small Cell Permits.

Summary:

Over the past two years, the telecommunications industry has made a significant push in the Washington State Legislature to achieve state preemption of small cell regulations. While not yet successful, this outcome is considered a potential eventuality unless the cities demonstrate amenability to small cell deployment by developing reasonable regulations.

Two years ago, the City joined a number of other cities in a small cell consortium hosted by Ogden Murphy Wallace. Kennewick was also a member of the consortium. Through membership, the City worked diligently with telecommunications attorney Elana Zana to prepare franchise/permit regulations (Title 28) and zoning regulations (Title 23) tailored to the City's unique status as owner of most of the infrastructure in the City's right-of-way.

Ordinance No. 06-19 creates a new section in Title 28 to govern franchises and permits related to small cell deployment. Much like a cable television provider, a franchise and small cell permit will be required before any telecommunication company is allowed to install small cell facilities in the City. Unlike a cable television provider, however, there is no requirement under federal law that the franchisee pay the City franchise fees. The proposed regulations were vetted and approved by Public Works and Energy Services, the departments primarily responsible for using and maintaining the infrastructure in the City's right-of-way.

Companion Ordinance No. 07-19, which amends the City's Zoning code under Title 23, is also on tonight's agenda.

Staff recommends approval of Ordinance No. 06-19 for second reading and passage.

Fiscal Impact: Application and permit fees will be charged per small cell deployment, and annual rent for mounting on City poles under a site-specific lease agreement will also be recovered from applicants. Overall, however, small cell installation will not generate significant revenue.

Attachments:

I. Ordinance No. 06-19

ORDINANCE NO. 06-19

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 28 to add a new Chapter 28.14 entitled Small Cell Deployment - Franchise and Small Cell Facility Permits and establishing federally required review periods.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to bring the code into alignment with state law and to eliminate or clarify ambiguity; and

WHEREAS, in an effort to maintain pace with advancements in technology, the City has need to adopt regulations surrounding deployment of small cell technology in the City's rights-of-way; and

WHEREAS, contemporaneous with the consideration of this ordinance, City Council enacted amendments to its zoning code located in Title 23 of the Richland Municipal Code in order to provide for the deployment of small cell facilities.

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

Section 1. Title 28 of the Richland Municipal Code is hereby amended by the addition of a new Chapter 28.14 titled Small Cell Deployment - Franchise and Small Cell Facility Permits, which shall read as follows:

Chapter 28.14

SMALL CELL DEPLOYMENT - FRANCHISE AND SMALL CELL FACILITY PERMITS

Sections:

28.14.010 Overview.

28.14.015 Definitions.

28.14.020 Franchise and Small Cell Facility Permit Application.

28.14.030 Review Process for Small Cell Facility Permits.

28.14.040 Permit Requirements

28.14.050 Consolidated Permit.

28.14.060 Modifications to Small Cell Facilities.

28.14.070 Additional Review Procedures.

28.14.090 Expedited Review.

28.14.010 Overview.

A. In order to manage its right-of-way in a thoughtful manner, which balances the need to accommodate new and evolving technologies with the preservation of the natural and aesthetic environment of the City while complying with the requirements of state and federal law, the City of Richland has adopted this process for the deployment of small cell technology. Service providers who seek to utilize the public right-of-way for small cell deployment in order to provide wireless communication, data transmission or other

related services to the citizens of the City must have a valid franchise to provide the specific service seeking to utilize the right-of-way, and a small cell facility permit to deploy the technology. Entities with franchises who wish to utilize a small cell deployment to upgrade or expand their existing services shall utilize the processes set forth in this chapter, including use of small cell facility permits to deploy their technology. The small cell facility permit process administers deployment under the franchise.

B. Nothing in this chapter revises or diminishes the rights and obligations of an existing franchise. An “existing franchise” is one that existed as of February 5, 2019.

C. See RMC 23.62.020 for additional definitions.

28.14.015 Definitions.

“Antenna” means an apparatus designed for the purpose of emitting radiofrequency (RF) radiation, to be operated or operating from a fixed location pursuant to FCC authorization, for the provision of personal wireless service and any commingled information services. For purposes of this definition, the term antenna does not include an unintentional radiator, mobile station, or device authorized under 47 CFR Chapter I, Subchapter A, Part 15. Examples of antennas include, but are not limited to:

A. Omnidirectional antenna. An omnidirectional antenna (also known as whip antenna) transmits and receives radio frequency signals in a 360-degree radial pattern. For the purpose of this chapter, an omnidirectional antenna is up to fifteen (15) feet in height and four (4) inches in diameter.

B. Directional antenna. A directional antenna (also known as panel antenna) transmits and receives radio frequency signals in a specific directional pattern of less than 360 degrees.

C. Parabolic antenna. A parabolic antenna (also known as dish antenna) is a bowl-shaped device for the reception and/or transmission of radio frequency communications signals in a specific directional pattern.

D. Antenna Array. An antenna array is two or more devices used for the transmission or reception of radio frequency signals, microwave, or other signals for commercial communications purposes.

“Design Zone” is defined as described in RMC 23.62.030.

“Light Pole” means a pole used primarily for lighting streets, parking areas, parks or pedestrian paths.

“Small cell facility” has the same meaning as a “small wireless facility” defined in 47 CFR 1.6002.

“Structure” means a pole, tower, base station, or other building, whether or not it has an existing antenna facility, that is used or is to be used for the provision of personal wireless

service (whether on its own or comingled with other types of services).

“Traffic Signal Pole” means a pole that supports equipment used for controlling traffic, including but not limited to traffic lights, rapid flashing beacons, speed radar, and school zone flashers.

“Utility Pole” shall mean a pole designated and used primarily for the support of electrical wires, telephone wires, or television cable.

28.14.020 Franchise and Small Cell Facility Permit Applications.

A. Applicants shall apply using the City’s franchise application form and submit a fee deposit commensurate with the estimated administrative costs of processing an application for a franchise. The fee deposit level shall be set by the Director of Public Works (“Director”). At its discretion, the applicant may designate the entire city or any portion thereof as the franchise boundary. Phased development is permitted, and an applicant shall specify at least the initial small cell deployment in its application.

B. Pre-application conference. A pre-application conference is encouraged prior to submitting an application for a franchise or for a small cell facility permit. The purpose of a pre-application meeting is to discuss the nature of the proposed deployment of telecommunications facilities, and to review applicable plans, policies and regulations. Process and schedule will also be addressed. Absent the submission of a small cell facility permit application at the time of the conference, the pre-application conference does not constitute the official start of the review process.

C. Small cell facility permits. The following information shall be provided by all applicants for small cell facility permits. Issuance of a small cell facility permit to install a small cell network shall be contingent upon approval of a franchise or the possession of a valid franchise. An applicant may apply for a small cell facility permit in parallel to obtaining a franchise; however, no small cell facility permit will be effective until a fully-executed franchise becomes effective as determined by Article III, Section 3.05 of the Richland City Charter.

1. The application shall provide specific locational information of all facilities, and specify whether and where small cell facilities are to be located on existing poles, or will utilize replacement poles, new poles, towers, existing buildings, and/or other structures. Conduit and fiber necessary for and intended for use in the deployment shall also be specified regardless of whether the additional facilities are to be constructed by the applicant or leased from a third party. Detailed schematics and visual renderings of the small cell facilities shall be provided by the applicant. If the site location includes a replacement light pole, then the applicant must submit a photometric analysis of the roadway and sidewalk 150 feet upstream and downstream of the existing light. Lighting levels are subject to approval of the City Engineer and must meet current City standards.

2. The applicant must show written approval of the owner of any pole or structure for the installation of its small cell facilities on such pole or structure. Such written approval shall include approval of the specific pole’s engineering, including assurances that the specific

pole can withstand wind and seismic loads. For City-owned poles or structures, the applicant must obtain a master lease agreement from the City, and submit a partially-executed site agreement or addendum specific to each proposed pole location on a form prepared by the City.

3. The applicant may submit multiple sites in one (1) small cell facility permit application for processing at the same time. The applicant is encouraged to batch small cell facilities in a single application within a contiguous service area and with similar pole types and designs.

4. Any element of a deployment which qualifies as an eligible facilities request shall be specifically designated by the applicant.

5. The Public Works Director may approve, deny, or conditionally approve all or any portion of the sites proposed in the small cell facility permit application. Denial of one or more small cell facility locations within a submission described in subsection (3) above shall not be the sole basis for denial of other locations or applicant's entire application for small cell facilities.

6. Any application for a small cell facility permit that contains an element which is not exempt from review under SEPA (Chapter 22.09), Shoreline Management (Title 26), or the Critical Areas Ordinance (Chapter 22.10) shall simultaneously apply under the applicable RMC.

7. The applicant shall submit a sworn affidavit, signed by an appropriately licensed professional with experience in RF emissions and with knowledge of the proposed project, affirming that the small cell deployment will be compliant with all FCC and other governmental regulations related to human exposure to radio frequency emissions for every frequency at which the small cell facility will operate. If facilities necessary to the small cell facility are to be provided by a third party, the small cell facility permit shall be conditioned on an RF Certification showing the cumulative impact of the RF emissions on the entire installation. The applicant may provide one emissions report for the entire small cell deployment if the applicant is using the same small cell facility configuration for all installations within that batch, or may submit one emissions report for each subgroup installation identified in the batch.

8. The applicant shall provide proof of FCC and other regulatory approvals required to provide the service(s) or utilize the technologies sought to be installed.

9. Construction drawings submitted by the applicant shall depict all existing proposed improvements related to the proposed location, including but not limited to poles, driveways, ADA ramps, equipment cabinets, street trees and structures within 250 feet from the proposed site. The construction drawings shall also include the applicant's plan for electric and fiber utilities, all conduits, cables, wires, handholes, junctions, meters, disconnect switches and any other ancillary equipment or construction necessary to construct the small cell facility.

10. The application must contain a copy of the contractor's and all subcontractors' state licensing and bonding compliance and current City of Richland business licenses and insurance requirements as listed in Title 12.08 RMC.

11. Such other information as the Director deems appropriate, so long as the required information is identified and published in advance by the City.

D. Withdrawal. Any applicant may withdraw an application at any time, provided the withdrawal is in writing and signed by all persons who signed the original application or their successors in interest. When a withdrawal is received, the application shall be deemed null and void. If such withdrawal occurs prior to the Director's decision, then reimbursement of fees submitted with said application shall be prorated to withhold the amount of city costs incurred in processing the application prior to the time of withdrawal. If such withdrawal is not accomplished prior to the Director's decision, no portion of the fee will be refunded.

E. Supplemental Information. Failure of an applicant to provide additional information requested by the Director within sixty (60) days of notice by the Director shall be deemed a denial of that application, unless an extension period has been approved by the Director.

28.14.030 Review Process for Small Cell Facility Permits.

A. Review. The following provisions relate to review of applications for a small cell facility permit for small cell deployments.

1. In any zone, upon application for a small cell facility permit, the City will permit small cell deployment on existing or replacement utility or light poles conforming to the City's generally applicable development and design standard adopted pursuant to Chapter 23.62 RMC, except as provided in subsection B below.

2. Vertical clearance shall be demonstrated by means of a design stamped by a Washington-licensed professional engineer attesting to adequate clearances to ensure that the small cell facilities will not pose a hazard to other users of the right-of-ways.

3. Replacement poles, new poles, and ground-mounted equipment shall comply with the Americans with Disabilities Act (ADA), City construction standards, and city, state, and federal regulations in order to provide a clear and safe passage within the right-of-way.

4. No equipment shall be operated so as to produce noise in violation of RMC 23.62.070(B).

5. Small cell facilities may not encroach onto or over private property or property outside of the right-of-way without the property owner's express written consent.

6. If a light pole exists within 150 feet of a wooden pole, the applicant shall utilize the light pole unless the applicant can demonstrate, to the satisfaction of the Director, that the light pole has been evaluated and is not possible for either technical feasibility or aesthetic reasons; provided, however, that this requirement shall not apply if the light pole is located in a Design Zone, as designated in Chapter 23.62 RMC, and the wooden pole is located

outside of the Design Zone.

B. Development Services Department. Small cell deployment in Design Zones, as well as new non-City-owned poles or replacement poles deviating from the pole design standards adopted pursuant to Chapter 23.62 RMC, are subject to review pursuant to RMC 23.62.030.

C. Eligible Facilities Requests. The design approved in a small cell facility permit shall be considered concealment elements and such facilities may only be expanded upon an Eligible Facilities Request described in RMC 23.62.110 when the modification does not defeat the concealment elements of the small cell facility.

D. Review of Facilities. Review of the site locations proposed by the applicant shall be governed by the provisions of 47 USC 253 and 47 USC 332 and other applicable statutes, regulations and case law. Applicants for franchises and small cell facility permits shall be treated in a competitively neutral and non-discriminatory manner with other service providers utilizing supporting infrastructure which is functionally equivalent; that is, service providers whose facilities are similarly situated in terms of structure, placement, or cumulative impacts. Small cell facility permit review under this chapter shall neither prohibit, nor have the effect of prohibiting, the ability of an applicant to provide telecommunications services.

E. Any decision by the Director shall be final and not subject to administrative appeal.

28.14.040. Permit Requirements

A. Post-Construction As-Built. Within thirty (30) days after construction of the small cell facility, the permittee shall provide the City with as-builts and site photographs of the small cell facility demonstrating compliance with the permit.

B. Permit Time Limit. Construction of the small cell facility must be completed within six (6) months after the approval date by the City. The permittee may request one (1) extension to be limited to three (3) months, if the applicant cannot construct the small cell facility within the original six (6) month period. Failure to complete construction as required by this section shall result in expiration of the permit.

C. Site Safety and Maintenance. The permittee must maintain the small cell facilities in a safe and working condition. The permittee shall be responsible for removal of any graffiti or other vandalism, and shall keep the site neat and orderly at all times, including but not limited to the time period immediately following maintenance or modifications on the site.

D. Interference - WSDOT. If the small cell facility is located near Interstate 182, State Route 240 or State Route 224 corridors, then the permittee must complete cooperative testing with the Washington State Department of Transportation (WSDOT) to determine if there are interference problems with WSDOT equipment. If such interference problems exist, permittee must remediate such interference problems. If such remediation methods require modification to the small cell facility design, location, or RF emissions, permittee must apply with the City for an amendment to its small cell facility permit.

E. Interference with City Infrastructure. The small cell facility shall not physically or technically interfere with City-owned or operated traffic signals or telemetry. If such interference problems exist, permittee must remediate such interference problems. If such remediation methods require modification to the small cell facility design, location, or RF emissions, permittee must apply for an amendment to its small cell facility permit.

F. Additional Permit Requirements. The permittee must comply with such additional permit requirements as directed by the Director which are of general applicability for usage of the right-of-way.

28.14.050 Consolidated Permit

A. The issuance of a small cell facility permit grants authority to construct small cell facilities in the public right-of-way in a consolidated manner to allow the applicant, in most situations, to avoid the need to seek duplicative approval by both Public Works and Development Services. As an exercise of police powers pursuant to RCW 35.99.040(2), the small cell facility permit is not a right-of-way construction permit, but instead a consolidated public works and land use permit. Issuance of a small cell facility permit shall be governed by the time limits established by federal law for wireless communications facilities.

B. The small cell facility permit shall include those elements that are typically contained in the right-of-way construction permit to allow the applicant to proceed with build-out of its small cell deployment.

C. The general standards applicable to the use of the right-of-way described in Chapter 12.08 RMC and within this Title 28 RMC shall apply to all small cell facility permits.

28.14.060 Modifications to Small Cell Facilities

A. If an applicant desires to make modifications to small cell facilities, including but not limited to expanding or changing the antenna type, increasing the equipment enclosure size, placing additional pole-mounted or ground-mounted equipment, or modifying the concealment elements, then the applicant shall apply for a small cell facility permit.

B. A small cell facility permit shall not be required for routine maintenance and repair of a small cell facility within the right-of-way, or the replacement of an antenna or equipment of similar size, weight, and height, provided that such replacement does not defeat the concealment elements used in the original deployment of the small cell facility and does not impact the structural integrity of the pole. Further, a small cell facility permit shall not be required for replacing equipment within the equipment enclosure or reconfiguration of fiber or power to the small cell facilities. A right-of-way construction permit may be required for such routine maintenance, repair, or replacement.

28.14.070 Additional Review Procedures.

Small cell facilities in Shoreline Management Zones or Critical Areas are subject to review as provided in Chapter 22.10 RMC (Critical Areas Ordinance) and Title 26 RMC, Shoreline Management.

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 5th day of February, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 10, 2019



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 07-19, Amending Chapter 23.62 of the Richland Municipal Code related to Wireless Communications Facilities

Department:

Community Development Services

Ordinance/Resolution Number:

07-19

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 07-19, amending Richland Municipal Code Title 23: Zoning Regulations, related to wireless communications facilities.

Summary:

Over the past two years, the telecommunications industry has made a significant push in the Washington State Legislature to achieve state preemption of small cell regulations. While not yet successful, this outcome is considered a potential eventuality unless the cities demonstrate amenability to small cell deployment by developing reasonable regulations.

Two years ago, the City joined a number of other cities in a small cell consortium hosted by Ogden Murphy Wallace. Kennewick was also a member of the consortium. Through membership, the City worked diligently with telecommunications attorney Elana Zana to prepare franchise/permit regulations (Title 28) and zoning regulations (Title 23) tailored to the City's unique status as owner of most of the infrastructure in the City's right-of-way.

Ordinance No. 07-19 provides edits to the City's zoning code to support small cell deployment. The regulations were written to allow maximum control for aesthetic concerns while still honoring the limitations found in federal law regarding small cell facilities. The proposed edits were reviewed at length by the Planning Commission, who offered a favorable recommendation after holding a public hearing.

Companion Ordinance No. 06-19, which amends the City's Telecommunications code under Title 28, is also on tonight's agenda.

Staff recommends approval of Ordinance No. 07-19 for second reading and passage.

Fiscal Impact:

Application and permit fees will be charged per small cell deployment, and annual rent for mounting on City poles under a site-specific lease agreement will also be recovered from applicants. Overall, however, small cell installation will not generate significant revenue.

Attachments:

- I. Ordinance No. 07-19

ORDINANCE NO. 07-19

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 23: Zoning Regulations, related to wireless communications facilities.

WHEREAS, Chapter 23 RMC provides for bulk and review procedures applicable to the installation of wireless communications facilities in the various zones of the City; and

WHEREAS, contemporaneous with the consideration of this ordinance, City Council enacted amendments to its franchise provisions located in Title 28 of the Richland Municipal Code in order to provide for the deployment of small cell facilities; and

WHEREAS, City Council acknowledges that the growing use of smart phones and other personal wireless devices creates a substantial need for wireless data transmission, and therefore deems it in the public interest to adopt the federal guidelines by integrating such provisions into the zoning code in order to ensure for the speedy review of applications; and

WHEREAS, general design standards are necessary to maintain the aesthetic environment of the City's streetscape and accommodate evolving technology; and

WHEREAS, adoption of the contemporaneous franchise revisions requires integration with the City's zoning code in order to provide for design guidelines and processes to be used when considering applications for eligible facilities requests and small cell deployment; and

WHEREAS, the Planning Commission held a public hearing on the proposed changes to Chapter 23.62 RMC on November 28, 2018; and

WHEREAS, after consideration from testimony taken at the public hearing, the Planning Commission recommends approval of the proposed changes to Chapter 23.62 RMC.

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

Section 1. Richland Municipal Code Section 23.06.590, titled Macrofacility, as enacted by Ordinance No. 28-05, is hereby repealed and replaced as follows:

23.06.590 Macrofacility.

"Macrofacility" is a large wireless communication facility that provides radio frequency coverage for a cellular telephone network. Generally, macro cell antennas are mounted on ground-based towers, rooftops and other existing structures at a height that provides a clear view over the surrounding buildings and terrain. Macro cell facilities typically contain antennas that are greater than three (3) cubic feet per antenna, and typically

cover large geographic areas with relatively high capacity and may be capable of hosting multiple wireless service providers. ~~“Macrofacility” is an attached commercial wireless communications facility, which consists of antennas equal to or less than 15 feet in height or a parabolic antenna over one meter in height.~~

Section 2. Richland Municipal Code Section 23.06.650, titled Microfacility, as enacted by Ordinance No. 28-05, is hereby repealed:

~~23.06.650 Microfacility.~~

~~“Microfacility” is an attached commercial wireless communications facility which consists of antennas equal to or less than four feet in height and with an area of not more than 480 square inches in the aggregate (e.g., one foot diameter parabola or two feet by one and one-half feet) as viewed from any one point. The permitted antenna height includes the wireless communications facility support structure.~~

Section 3. Richland Municipal Code Chapter 23.62, titled Wireless Communications Facilities, as first enacted by Ordinance No. 28-05, and last amended by Ordinance No. 44-15, is hereby amended as follows:

**Chapter 23.62
WIRELESS COMMUNICATIONS FACILITIES**

Sections:

- 23.62.010 Purpose.**
- 23.62.020 Definitions.**
- 23.62.030 Development standards for small cell facilities. ~~microfacilities.~~**
- 23.62.035 Design standards for small cell facilities.**
- 23.62.040 Development standards for macrofacilities.**
- 23.62.050 Development standards for monopoles and lattice towers.**
- 23.62.060 Permitted zones for monopoles and lattice towers.**
- 23.62.070 Special use permit criteria for monopoles and lattice towers.**
- 23.62.080 Prohibited support structures.**
- 23.62.090 Exemption.**
- 23.62.100 Obsolescence.**
- 23.62.110 Application review and approval of eligible facilities ~~modification~~ requests.**

23.62.010 Purpose.

The wireless communications facilities chapter is to minimize the unsightly characteristics associated with wireless communications facilities and to provide for a wide range of locations and options for wireless communications providers and to encourage creative approaches in locating wireless communications facilities, which will blend in with the surroundings of such facilities.

Review of wireless communication facilities proposed by applicants shall be governed by the provisions of 47 USC 253 and 47 USC 332 and other applicable statutes, regulations and case law. Applicants for wireless communication facilities shall be treated in a competitively neutral and non-discriminatory manner with other service providers, utilizing supporting infrastructure which is functionally equivalent, that is, service providers whose facilities are similarly situated in terms of structure, placement, or cumulative impacts. Wireless communication facility review under this chapter shall neither prohibit nor have the effect of prohibiting the ability of an applicant to provide telecommunications services.

23.62.020 Definitions.

For the purpose of this chapter, certain terms and words are defined as follows:

~~“Accessory antenna device” is an antenna including, but not limited to, test mobile antennas and global positioning (GPS) antennas, which are less than 12 inches in height or width, excluding the support structure.~~

“Antenna” means an apparatus designed for the purpose of emitting radiofrequency (RF) radiation, to be operated or operating from a fixed location pursuant to FCC authorization, for the provision of personal wireless service and any commingled information services. For purposes of this definition, the term antenna does not include an unintentional radiator, mobile station, or device authorized under 47 CFR Chapter I, Subchapter A, Part 15. Examples of antenna include, but are not limited to: ~~is any system of poles, panels, rods, reflecting discs or similar devices used for the transmission or reception of radio frequency signals.~~

A. Omnidirectional antenna. An omnidirectional antenna (also known as whip antenna) transmits and receives radio frequency signals in a 360-degree radial pattern. For the purpose of this chapter, an omnidirectional antenna is up to 15 feet in height and four inches in diameter.

B. Directional antenna. A directional antenna (also known as panel antenna) transmits and receives radio frequency signals in a specific directional pattern of less than 360 degrees.

C. Parabolic antenna. A parabolic antenna (also known as dish antenna) is a bowl-shaped device for the reception and/or transmission of radio frequency communications signals in a specific directional pattern.

D. Antenna Array. An antenna array is two or more devices used for the transmission or reception of radio frequency signals, microwave, or other signals for commercial communications purposes.

“Antenna equipment” or “equipment” means equipment, switches, wiring, cabling, power sources, shelters or cabinets associated with an antenna, located at the same fixed location as the antenna, and, when collocated on a structure, is mounted or installed at the same time as such antenna.

“Antenna mount” means any mounting device or bracket that is used to attach an antenna or antenna array to a monopole, lattice tower, building, or other structure.

“Attached wireless communications facility” is a wireless communications facility that is affixed to an existing structure.

“Base station” shall mean and refer to the structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this chapter or any equipment associated with a tower. Base station includes, without limitation:

A. Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

B. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems and small-cell networks).

C. Any structure, other than a tower, that, at the time an eligible facilities ~~modification~~ request application is filed with the development services department under this chapter, supports or houses equipment described in subsections (A) and (B) of this definition, that has been reviewed and approved under the applicable zoning or siting process, or under another state, county or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

D. The term does not include any structure that, at the time a completed eligible facilities ~~modification~~ request application is filed with the development services department under this chapter, does not support or house equipment described in subsections (A), (B), and (C) of this definition.

“Co-location” ~~shall mean and refer to means~~ (1) mounting or installing an antenna facility on a pre-existing structure, and/or (2) modifying a structure for the purpose of mounting or installing an antenna facility on that structure. Provided that, for purposes of Eligible Facilities Requests, “co-location” means the mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

~~“Co-location” exists when more than one wireless communications provider mounts equipment on a single support structure. Co-location can also exist when more than one carrier constructs more than one support structure on a single, relatively small parcel of land.~~

“Disrepair” as used in this chapter refers to a facility or structure which has become so damaged or deteriorated on account of age, the elements, wear and tear, or other cause,

that it has become a threat to public safety or would constitute a public nuisance as defined in the RMC.

“Eligible facilities request” shall mean any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

A. Co-location or new transmission equipment;

B. Removal of transmission equipment; or

C. Replacement of transmission equipment.

“Eligible support structure” shall mean and refer to a tower or base station as defined in this chapter, ~~provided,~~ that it is existing at the time the eligible facilities ~~modification request~~ application is filed with the development services department under ~~this chapter~~ Section 23.62.110.

“Equipment shelter or cabinet” is a room, cabinet, or building used to house equipment for utility or service providers.

“Existing” shall mean a constructed tower or base station that has been reviewed and approved under applicable city zoning or permitting processes, or reviewed and approved under other state, county or local regulatory review processes, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this section.

“FCC” means Federal Communications Commission.

“Guyed tower” is a wireless communications support structure, which consists ~~consisting~~ of metal crossed strips or bars and is steadied by wire guys in a radial pattern around the tower.

“Lattice tower” is a wireless communications support structure, which consists ~~consisting~~ of metal crossed strips or bars to support antennas and related equipment.

“Light Pole” means a pole used primarily for lighting streets, parking areas, parks or pedestrian paths.

~~“Macrofacility” is an attached commercial wireless communications facility, which consists consisting of antennas equal to or less than 15 feet in height or a parabolic antenna over one meter in height.~~

“Macrofacility” is a large wireless communication facility that provides radio frequency coverage for a cellular telephone network. Generally, macro cell antennas are mounted on ground-based towers, rooftops and other existing structures at a height that provides

a clear view over the surrounding buildings and terrain. Macro cell facilities typically contain antennas that are greater than three (3) cubic feet per antenna, and typically cover large geographic areas with relatively high capacity and may be capable of hosting multiple wireless service providers.

~~“Microfacility” is an attached commercial wireless communications facility which consists of antennas equal to or less than four feet in height and with an area of not more than 480 square inches in the aggregate (e.g., one-foot diameter parabola or two-foot by one-and-one-half-foot) as viewed from any one point. The permitted antenna height includes the wireless communications facility support structure.~~

“Monopole” means a vertical support structure consisting of a single vertical metal, concrete or wooden pole, typically round or square and driven into the ground or attached to a foundation.

“Related equipment” is all equipment ancillary to the transmission and reception of voice and data via radio frequencies. Such reception may include, but is not limited to, cable, conduit, and connectors.

“RF” means radio frequency.

“Small cell facility” has the same meaning as a “small wireless facility” defined in 47 CFR 1.6002.

“Site” shall mean for towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower, and any access or utility easements currently related to the site; and for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground, ~~other than for towers in the public rights-of-way:~~

~~A. The current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site;~~

~~B. The area for other eligible support structures further restricted to that area in proximity to the structure; and~~

~~C. Other transmission equipment already deployed on the ground.~~

“Substantial change” shall mean a modification that substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

A. For towers ~~not~~ other than towers in the public rights-of-way, it increases the height of the tower by more than 10 percent or by the height of one (1) additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater; for other eligible support structures, it increases the height of the

structure by more than 10% or more than ten (10) feet, whichever is greater; or by more than 20 feet, whichever is greater;

B. For towers ~~not~~ other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than ~~20~~ twenty (20) feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six (6) feet;

~~C. For towers located within the public rights-of-way, it increases the height of the tower by more than 10 percent or by more than 10 feet, whichever is greater;~~

~~D. For towers located within the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than six feet;~~

CE. For any eligible support structure, it involves ~~the~~ installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four (4) cabinets; or, for towers in the public rights-of-way and base stations, it involves ~~the~~ installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10 ~~percent~~% larger in height or overall volume than any other ground cabinetss associated with the structure;

DE. It entails any excavation or deployment outside ~~of~~ the current site;

EG. It would defeat the concealment elements of the eligible support structure; or

FH. It does not comply with ~~the~~ conditions associated with the ~~permitting~~ siting approval of the construction or modification of the eligible support structure or base station equipment; provided, however, that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in ~~subsections (A) through (GD)~~ paragraphs A-D of this definition.

GI. A determination of whether a proposed modification to an eligible support structure qualifies as a substantial change shall be based on the height and configuration of the eligible support structure at the time of the adoption of the ordinance codified in this chapter, which is August 18, 2015, regardless of any modifications that may have taken place to the eligible support structure after August 18, 2015.

“Structure” means a pole, tower, base station, or other building, whether or not it has an existing antenna facility, that is used or to be used for the provision of personal wireless service (whether on its own or comingled with other types of services).

“Tower” means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that

are constructed for wireless communications services including, but not limited to, private, broadcast and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul and the associated site. The term includes “guyed tower,” “lattice tower,” and “monopole” as defined in this section.

“Traffic Signal Poles” means a pole that supports equipment used for controlling traffic, including but not limited to traffic lights, rapid flashing beacons, speed radar, and school zone flashers.

“Transmission equipment” means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated wireless communication services including, but not limited to, private, broadcast and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

~~“Transmission tower” is a freestanding structure, other than a building, on which communications devices are mounted. A Transmission tower may serve either as a major or minor communications facility. Examples include, but are not limited to:, monopolies and lattice towers.~~

~~A. Monopoles.~~

~~B. Lattice towers.~~

~~C. Guyed towers.~~

“Utility Pole” shall mean a pole designated and used primarily for the support of electrical wires, telephone wires, or television cable.

“Wireless communications facility” is an unstaffed facility for the transmission and reception of low-power (under 500 watts) radio signals typically consisting of an equipment shelter or cabinet, a support structure, antennas (e.g., omnidirectional, panel/directional or parabolic), and related equipment.

“Wireless communications support structure” is the structure erected to support wireless communications antennas and connecting appurtenances. Support structure types include, but are not limited to, stanchions, monopoles, lattice towers, wood poles or guyed towers.

23.62.030 Development standards for small cell facilities. ~~microfacilities.~~

A. ~~Microfacilities~~ Small cell facilities are permitted within the right-of-way in all zones provided they meet the requirements of this chapter and Chapter 28.14 RMC, and receive a small cell permit.

B. Small cell facilities are permitted outside of the right-of-way in all zones provided they meet the requirements of this chapter and receive a building permit. ~~The microfacility shall be located on existing buildings, poles or other existing support structures. They shall not be allowed on buildings which are designated as solely residential. The microfacility may locate on buildings and structures which contain mixed uses (e.g., residential and commercial or other uses located with residential uses); provided, that the interior wall or ceiling immediately adjacent to the facility is not designated residential space.~~

C. Any application for a small cell permit that contains an element which is not exempt from review under SEPA (Chapter 22.09), Shoreline Management (Title 26), or the Critical Areas Ordinance (Chapter 22.10) shall simultaneously apply under the applicable RMC. ~~Antennas equal to or less than four feet in height and with an area of not more than 480 square inches in the aggregate (e.g., one-foot diameter parabola or two-foot by one-and-one-half-foot panel as viewed from any one point) are exempt from the height limitation of the zone in which they are located. Structures which are nonconforming with respect to height may be used for omnidirectional antennas, providing they do not extend more than four feet above the existing structure. Placement of an antenna on a nonconforming structure shall not be considered to be an expansion of the nonconforming structure.~~

D. The Director or the Public Works Director may promulgate through a director's rule additional design standards and requirements for use of city-owned poles within the right-of-way. ~~The shelter or cabinet, if necessary, used to house radio electronic equipment shall be contained wholly within a building or structure, otherwise appropriately concealed, camouflaged or located underground.~~

E. The following zones are designated as Design Zones for the purpose of the application of the provisions of Chapter 28.14 RMC and Chapter 23.62 RMC.

1. CBD – Medical District
2. CBD – Uptown District
3. CBD – Parkway District

~~In the suburban agricultural (SAG), single-family residential — 12,000 (R-1-12), single-family residential — 10,000 (R-1-10), medium-density residential (R-2) and medium-density residential small lot (R-2S) zones, microfacilities shall be separated from each other by a distance equal to or greater than 1,200 linear feet.~~

F. Any applicant who desires to place a small cell facility in a Design Zone must first establish that the applicant cannot locate the small cell facility on an existing pole located within 500 feet from the proposed site and outside of the Design Zone. Applications for small cell facilities in a Design Zone may be approved if the applicant demonstrates that, due to technical infeasibility, the applicant cannot locate the proposed small cell facility on an existing or replacement pole within 500 feet of the proposed site and outside of the Design Zone.

G. Small cell facilities on (i) non-City-owned replacement poles that deviate from the design standards adopted in this chapter; or (ii) on new poles, are only permitted upon receipt of a Type I permit and if they comply with the following requirements.

1. The applicant must establish that:

a. If proposing a new pole, the proposed small cell facility cannot be located on an existing utility pole, light pole, electrical transmission tower, or on a site outside of the public right-of-way such as a public park, public property, building, transmission tower, or in or on a non-residential use in a residential zone whether by roof or panel-mount or separate structure;

b. The proposed small cell facility receives approval for a concealment element plan as described in Section G.2 herein;

c. The proposed small cell facility complies with all other applicable regulatory criteria, including but not limited to shoreline management, critical areas requirements and SEPA; and

d. The location of the small cell facility is physically possible, complies with applicable traffic warrants, the ADA and City construction and sidewalk clearance standards, all applicable city, state and federal laws and regulations, and does not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices) or adversely affect public health, safety or welfare.

2. The concealment element plan shall include the design of the screening, fencing or other concealment technology for a tower, pole or equipment structure, and all related transmission equipment or facilities associated with the proposed small cell facility, including but not limited to fiber and power connections.

a. The concealment element plan should seek to minimize the visual obtrusiveness of small cell facility installations. The proposed pole or structure should have similar designs to existing neighboring poles in the rights-of-way, including similar height to the extent technically feasible. If the proposed small cell facility is placed on a replacement pole in a Design Zone, then the replacement pole shall be of the same general design as the pole it is replacing, unless the City otherwise approves a variation due to aesthetic or safety concerns. Any concealment element plan for a small wireless facility on a decorative pole should attempt to mimic the design of such pole and integrate the small cell facility into the design of the decorative pole. Other concealment methods include, but are not limited to, integrating the installation with architectural features or building design components, utilization of coverings or concealment devices of similar material, color, and texture — or the appearance thereof — as the surface against which the installation will be seen or on which it will be installed, landscape design, or other camouflage strategies appropriate for the type of installation. Applicants are required to utilize designs in which all conduit and wirelines are installed internally in the structure.

Further, applicant designs should, to the extent technically feasible, comply with the generally applicable design standards adopted in this chapter.

b. If the development services department has already approved a concealment element plan either for the applicant or another small cell facility along the same public right-of-way or for the same pole type, then the applicant shall utilize a substantially similar concealment element plan, unless it can show that such concealment element plan is not physically or technologically feasible, or that such deployment would overwhelm the pole design.

3. If a new pole is permitted by the City, then the applicant must dedicate the new pole to the City.

H. Prior to the issuance of a permit to construct a new pole or ground-mounted equipment in the right-of-way, the applicant must obtain a site-specific agreement from the City to locate such new pole or ground-mounted equipment. This requirement also applies to replacement poles that are taller than the replaced pole, when the overall height of the replacement pole and the proposed small cell facility is more than sixty (60) feet, unless the replacement pole is owned by the City and the applicant has a lease agreement with the City for usage of that pole.

I. Any decision by the Director shall be final and not subject to administrative appeal.

23.62.035 Design standards for small cell facilities.

A. Small Cell Facilities Attached to Wooden Poles. Small cell facilities located on wooden utility poles shall conform to the following design criteria:

1. The utility pole at the proposed location may be replaced with a taller pole for the purpose of accommodating a small cell facility; provided that the replacement pole shall not exceed a height that is a maximum of ten (10) feet taller than the existing pole, unless a further height increase is required and confirmed in writing by the pole owner, and such height extension is the minimum extension necessary to provide sufficient separation and/or clearance from electrical and wireline facilities. Replacement wooden utility poles may either match the approximate color and materials of the replaced pole, or shall be the standard new wooden utility pole used by the pole owner in the City.

2. A pole extender may be used instead of replacing an existing pole, but may not increase the height of the existing pole by more than ten (10) feet, unless a further height increase is required and confirmed in writing by the pole owner, and such height extension is the minimum extension necessary to provide sufficient separation and/or clearance from electrical and wireline facilities. The pole extender shall be painted to approximately match the color of the pole and shall substantially match the diameter of the pole measured at the top of the pole. A "pole extender" means an object affixed between the utility pole and the antenna for the purpose of increasing the height of the antenna above the pole.

3. Antennas, equipment enclosures, and all ancillary equipment, boxes, and conduit shall be colored or painted to match the approximate color of the surface of the utility pole on which they are attached.

4. Panel antennas shall not be mounted more than twelve (12) inches from the surface of the utility pole, unless an additional distance is required by the pole owner, and shall not exceed three (3) cubic feet in volume.

5. A canister antenna may be mounted on top of an existing or replacement utility pole, which must not exceed the height requirements described in subsection A.1 above. A canister antenna mounted on the top of a utility pole shall not exceed the diameter of the pole by more than twelve (12) inches or be sixteen (16) inches in diameter, whichever is greater, and shall be colored or painted to match the pole. The canister antenna must be placed to look as if it is an extension of the pole. In the alternative, the applicant may propose a side-mounted canister antenna, so long as the inside edge of the antenna is no more than twelve (12) inches from the surface of the utility pole. All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the utility pole.

6. An omni-directional antenna may be mounted on the top of an existing or replacement utility pole, which may not exceed the height requirements described in subsection A.1 above, provided such antenna is no more than three (3) cubic feet in volume and is mounted directly on the top of a pole or attached to a sleeve made to look like the exterior of the pole as close to the top of the pole as technically feasible. All cables shall be concealed within the sleeve between the bottom of the antenna and the mounting bracket.

7. All related equipment, including but not limited to ancillary equipment, radios, cables, associated shrouding, disconnect boxes, meters, microwaves, and conduit which are mounted on utility poles shall not be mounted more than six (6) inches from the surface of the pole, unless a further distance is required and confirmed in writing by the pole owner.

8. Equipment for small cell facilities must be attached to the utility pole, unless otherwise permitted to be ground-mounted pursuant to subsection D.1. The equipment must be placed in the smallest enclosure possible for the intended purpose. The equipment enclosure and all other wireless equipment associated with the utility pole, including wireless equipment associated with the antenna and any pre-existing associated equipment on the pole, may not exceed twenty-eight (28) cubic feet. Multiple equipment enclosures may be acceptable if designed to more closely integrate with the pole design, provided that said multiple enclosures must not cumulatively exceed twenty-eight (28) cubic feet. The applicant is encouraged to place the equipment enclosure behind any banners or road signs that may be on the pole.

9. An applicant who desires to enclose both its antennas and equipment within one enclosure may do so, provided that such enclosure is the minimum size necessary for its intended purpose, and the enclosure and all other wireless equipment associated with

the pole, including wireless equipment associated with the antenna and any pre-existing associated equipment on the pole does not exceed twenty-eight (28) cubic feet. To the extent possible, the unified enclosure shall be placed so as to appear as an integrated part of the pole or behind banners or signs. The unified enclosure may not be placed more than six (6) inches from the surface of the pole, unless a further distance is required and confirmed in writing by the pole owner. The applicant is encouraged to place the unified enclosure behind any banners or road signs that may be on the pole.

10. The visual effect of the small cell facility on all other aspects of the appearance of the utility pole shall be minimized to the greatest extent possible.

11. The use of the utility pole for the site of a small cell facility shall be considered secondary to the primary function of the utility pole. If the primary function of a utility pole serving as the host site for a small cell facility becomes unnecessary, the utility pole shall not be retained for the sole purpose of accommodating the small cell facility, and the small cell facility and all associated equipment shall be removed at the applicant's expense.

12. All cables and conduit shall be routed through conduit along the outside of the pole. The outside conduit shall be colored or painted to match the pole. The number of conduit shall be minimized to the number technically necessary to accommodate the small cell.

13. The diameter of a replacement pole shall comply with the City's setback and sidewalk clearance requirements and shall not be more than a 25% increase of the existing utility pole measured at the base of the pole. Glulam poles are specifically prohibited.

B. Small Cell Facilities Attached to Non-Wooden Light Poles and Non-Wooden Utility Poles. Small cell facilities attached to existing or replacement light poles and non-wooden utility poles, or poles within parking lots shall conform to the following design criteria:

1. Antennas and the associated equipment enclosures (including disconnect switches and other appurtenant devices), conduit and fiber shall be fully concealed within the pole, unless such concealment is otherwise technically infeasible, or is incompatible with the pole design, then the antennas and associated equipment enclosures must be camouflaged to appear as an integral part of the pole or flush-mounted to the pole, meaning no more than six (6) inches off of the pole, and must be the minimum size necessary for the intended purpose, not to exceed the volumetric requirements described in subsection A above. If the equipment enclosure is permitted on the exterior of the pole, the applicant is required to place the equipment enclosure behind any banners or road signs that may be on the pole.

2. Any replacement pole shall substantially conform to the existing neighboring pole design standards utilized within the contiguous right-of-way.

3. The height of any replacement pole may not extend more than ten (10) feet above the height of the existing pole, unless such further height increase is required and confirmed in writing by the pole owner.

4. The diameter of a replacement pole shall comply with the City's setback and sidewalk clearance requirements and shall, to the extent technically feasible, not be more than a 25% increase of the existing non-wooden pole measured at the base of the pole, unless additional diameter is needed in order to conceal equipment within the base of the pole, and shall comply with the requirements in subsection D.1 below.

5. A canister antenna on top of an existing or replacement pole may not extend more than six (6) feet above the height of the existing pole and the diameter may not exceed the diameter of the pole by more than twelve (12) inches or be sixteen (16) inches in diameter, whichever is greater, unless the applicant can demonstrate that more space is technically or aesthetically needed.

6. The use of a non-wooden pole for the siting of a small cell facility shall be considered secondary to the primary function of the non-wooden pole. If the primary function of a non-wooden pole serving as the host site for a small cell facility becomes unnecessary, the non-wooden pole shall not be retained for the sole purpose of accommodating the small cell facility, and the small cell facility and all associated equipment shall be removed at the applicant's expense.

C. Small Cell Facilities Attached to Existing Buildings. Small cell facilities attached to existing buildings shall conform to the following design criteria:

1. Small cell facilities may be mounted to the sides of a building if the antennas do not interrupt the building's architectural theme.

2. The interruption of architectural lines or horizontal or vertical reveals is discouraged.

3. New architectural features such as columns, pilasters, corbels, or other ornamentation that conceal antennas may be used if they complement the architecture of the existing building.

4. Small cells shall utilize the smallest mounting brackets necessary, in order to provide the smallest offset from the building.

5. Skirts or shrouds shall be utilized on the sides and bottoms of antennas in order to conceal mounting hardware, create a cleaner appearance, and minimize the visual impact of the antennas. Exposed cabling/wiring is prohibited.

6. Small cell facilities shall be painted and textured to match the adjacent building surfaces.

7. The applicant must provide approval from the building owner, including consent that the small cell design meets the building owner's design requirements.

D. General Requirements.

1. Ground-mounted equipment in the right-of-way are prohibited, unless such facilities are placed underground, or the applicant can demonstrate that pole-mounted equipment and undergrounding are technically infeasible. If ground-mounted equipment is necessary, then the applicant shall submit a concealment element design as described in RMC 23.62.030. Generators located in the right-of-way are prohibited.
2. Replacement poles and new poles shall comply with the Americans with Disabilities Act (ADA), City construction and sidewalk clearance standards, and city, state and federal laws and regulations in order to provide a clear and safe passage within the right-of-way. Further, the location of any replacement or new pole must be physically possible, comply with applicable traffic warrants, not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices), and not adversely affect public health, safety or welfare.
3. Replacement poles shall be located as near as possible to the existing pole with the requirement to remove the abandoned pole.
4. Any replacement pole shall substantially conform to the design of the pole it is replacing or the neighboring pole design standards utilized in the contiguous right-of-way.
5. No signage, message, or identification other than the manufacturer's identification is allowed to be portrayed on any antenna, and any such signage on equipment enclosures shall be of the minimum amount possible to achieve the intended purpose; provided that signs are permitted as concealment techniques where appropriate.
6. Antennas and related equipment shall not be illuminated except as required by a federal or state authority, or unless approved as part of a light standard or consistent with RMC 23.62.030.
7. Side arm mounts for antennas or equipment must be the minimum extension necessary, but in any case no more than twelve (12) inches off the pole for wooden poles, and no more than six (6) inches off the pole for non-wooden poles.
8. Any small cell facility shall be removed by the facility owner or authorized agent within ninety (90) days of the date it ceases to be operational or if the facility falls into disrepair.
9. Upon replacement of a pole upon which a small cell facility exists, the small cell facility owner must transfer its infrastructure to such new pole within ninety (90) days of notice from the pole owner to transfer the small cell facility, or such extended period of time as approved by the pole owner.
10. The preferred location of a small cell facility on a pole is the location with the least visible impact.
11. Antennas, equipment enclosures, and ancillary equipment, conduit and cable shall not dominate the structure or pole upon which it is attached.

12. The City may consider the cumulative visual effects of small cells mounted on poles within the right-of-way in determining whether additional permits may be granted so as to not adversely affect the visual character of the City.

13. Except for locations in the right-of-way, small cell facilities are not permitted on any property containing a residential use in the residential zones.

14. Designs for small cell facilities located on existing or replacement City-owned poles may deviate from the design standards in this section, provided such deviations are approved as part of a lease agreement between the applicant and the City.

15. Small cell facilities may not be placed on traffic signal poles.

23.62.040 Development standards for macrofacilities.

A. Macrofacilities are permitted in all zones, ~~except suburban agricultural (SAG), single-family residential—12,000 (R-1-12), single-family residential—10,000 (R-1-10), medium-density residential (R-2) and medium-density residential small lot (R-2S) zones.~~

B. Macrofacilities shall not be allowed on buildings which are designated as solely residential, except for those structures that contain an excess of four (4) dwelling units. Macrofacilities may ~~locate~~ be located on buildings and structures which contain mixed uses (e.g., residential and commercial or other uses located with residential uses); provided, that the interior wall or ceiling immediately adjacent to the facility is not designated residential space.

C. The shelter or cabinet, if necessary, used to house radio electronics equipment shall be concealed, camouflaged, or underground.

D. Macrofacilities shall comply with the height limitations specified for all zones except as follows: ~~Omnidirectional antennas~~ Antennas may exceed the height limitation by 15 feet; ~~panel antennas may exceed the height limitation if so long as they are~~ panel antennas may exceed the height limitation if so long as they are affixed to the side of an existing building or mounted on the rooftop of the building and architecturally ~~blends in blend~~ blends with the building. Structures which are nonconforming with respect to height may be used, ~~for omnidirectional antennas, providing~~ provided they do not exceed 15 feet above the existing structure. Placement of an antenna on a nonconforming structure shall not be considered to be an expansion of the nonconforming structure.

23.62.050 Development standards for monopoles and lattice towers.

A. All monopoles and lattice towers exceeding 60 feet in height shall be designed to accommodate two or more wireless communications facilities.

B. Macrofacilities are the largest wireless communications facilities allowed on a monopole or lattice tower. Antennas not exceeding 15 feet in height which extend above the wireless communications support structure shall not be calculated as part of the height of the wireless communications support structure.

C. On monopoles, antennas and antenna arrays together with any associated antenna mount shall be designed utilizing the narrowest dimensions possible, and in no instance shall they extend further, as measured horizontally, from the centerline of the monopole than a distance of 15 feet.

D. On lattice towers, antennas and antenna arrays together with any associated mounts shall extend no further, as measured horizontally, than 15 feet from the portion of the lattice tower to which the antennas are mounted.

E. Co-location on an existing support structure shall be permitted.

F. The shelter or cabinet, if necessary, used to house radio electronics equipment and the associated cabling connecting the equipment or cabinet to the monopole or lattice tower shall be concealed, camouflaged or underground.

G. When a monopole or lattice tower is adjacent to a suburban agricultural (SAG), single-family residential – 12,000 (R-1-12), single-family residential – 10,000 (R-1-10), medium-density residential (R-2), medium-density residential small lot (R-2S) or multiple-family residential (R-3) zoning district, the wireless communications support structure must be set back a distance equal to ~~twice~~ the height of the wireless communications support structure from the nearest residential lot line.

H. All monopoles and lattice towers shall be lighted and painted, if necessary, in accordance with Federal Aviation Administration regulations.

23.62.060 Permitted zones for monopoles and lattice towers.

A. Monopoles up to 80 feet in height are considered a permitted use in the general business (C-3), business research park (B-RP), medium industrial (I-M), and heavy manufacturing (M-2) zoning districts. Monopoles up to 80 feet in height may be permitted in the parks and public facilities (PPF), business commerce (B-C), central business district (CBD) and retail business (C-2) zoning district subject to issuance of a special use permit as set forth in RMC 23.62.070.

B. Monopoles between 80 feet and 150 feet in height are considered a permitted use in the business research park (B-RP), medium industrial (I-M), and heavy manufacturing (M-2) zoning districts. Monopoles between 80 feet and 150 feet in height may be permitted in the parks and public facilities (PPF), general business (C-3) and business commerce (B-C) zoning districts subject to issuance of a special use permit as set forth in RMC 23.62.070.

C. Monopoles over 150 feet in height may be permitted in the business research park (B-RP), medium industrial (I-M) and heavy manufacturing (M-2) zoning districts subject to issuance of a special use permit as set forth in RMC 23.62.070.

D. Lattice towers up to 150 feet in height are considered a permitted use in the medium industrial (I-M) and heavy manufacturing (M-2) zoning districts.

E. Lattice towers over 150 feet in height may be permitted in the medium industrial (I-M) and heavy manufacturing (M-2) zoning districts subject to issuance of a special use permit as set forth in RMC 23.62.070.

23.62.070 Special use permit criteria for monopoles and lattice towers.

Requests for special use permits shall be considered in accordance with the provisions of Chapter 23.46 RMC. In addition to the provisions of Chapter 23.46 RMC, the following specific criteria shall be met before a special use permit can be granted:

A. Visual Impact.

1. Antennas may not extend more than 15 feet above their supporting structure, monopole, lattice tower, building or other structure.

2. Site location and development shall preserve the pre-existing character of the surrounding buildings, and land uses, and zone district to the extent consistent with the function of the communications equipment. Wireless communications towers shall be integrated through location and design to blend in with the existing characteristics of the site to the extent practical. Existing on-site vegetation shall be preserved or improved, and disturbance of the existing topography shall be minimized, unless such disturbance would result in less visual impact of the site to the surrounding area.

3. Accessory equipment facilities used to house or contain wireless communications equipment should be located within buildings when possible. When they cannot be located in buildings, equipment shelters, or cabinets, they shall be screened and landscaped.

4. All monopoles and lattice type facilities shall be screened with trees, shrubs and landscaping planted in sufficient depth to form an effective and actual sight barrier within five years. Said landscaping shall have a minimum mature height of eight feet.

B. Noise. No equipment shall be operated so as to produce noise in levels above 45 dBa as measured from the nearest property line on which the attached wireless communications facility is located.

C. Availability of Suitable Existing Towers or Other Structures. Applications for a special use permit shall reasonably demonstrate that alternatives such as lower structures that are permitted without a special use permit or other existing support structures are not capable of accommodating the applicant's needs. Evidence and information shall be submitted to establish the following:

1. Permitted shorter support structures are not of sufficient height to meet the applicant's engineering requirements.

2. No existing support structures are located within the geographic area required to meet the applicant's engineering requirements.
3. Existing support structures do not have sufficient structural strength to support the proposed antenna and related equipment.
4. The applicant's antenna would cause electromagnetic interference with antennas on the existing support structures, or the antenna on the existing support structures would cause interference with the applicant's proposed antenna.
5. The fees, costs, or contractual provisions required in order to share or adapt an existing support structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
6. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

23.62.080 Prohibited support structures.

Guyed towers are prohibited for use as a wireless communications facility support structure.

23.62.090 Exemption.

The following is exempt from the requirement of a special use permit, and shall be considered a permitted use in all zones where wireless and attached wireless communications facilities are permitted: modifications of existing wireless communications and attached wireless communications facilities in conformance with the requirements of an eligible facilities ~~modification~~ request as required in RMC 23.62.110.

23.62.100 Obsolescence.

A wireless communications facility or attached wireless communications facility shall be removed by the facility owner within six months of the date it ceased to be operational or if the facility falls into disrepair.

23.62.110 Application review and approval of eligible facilities ~~modification~~ requests.

A. Application. The development services department shall prepare and make publicly available an application form which shall be limited to the information necessary for the development services department to consider whether an application is an eligible facilities ~~modification~~ request. The application may not require the applicant to demonstrate a need or business case for the proposed modification.

B. Type of Review. Upon receipt of an application for an eligible facilities ~~modification~~ request pursuant to this ~~chapter~~ [section](#), the development services department shall review such application to determine whether the application so qualifies.

C. Time Frame for Review. Within 60 days of the date on which an applicant submits ~~application~~ an eligible facilities request seeking approval under this ~~chapter~~ section, the development services department shall approve the application unless it determines that the application is not covered by this ~~chapter~~ section.

D. Tolling of the Time Frame for Review. The 60-day review period begins to run when the application is filed with the development services department, and may be tolled only by mutual agreement by the development services department and the applicant, or in cases where the development services department ~~manager~~ determines that the application is incomplete. The time frame for review is not tolled by a moratorium on the review of applications.

1. To toll the time frame for incompleteness, the city must provide a written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.

2. The time frame for review begins running again when the applicant makes a supplemental submission in response to the city's notice of incompleteness.

3. Following a supplemental submission, the city will notify the applicant within 10 days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The time frame is tolled in the case of a second or subsequent notices pursuant to the procedures identified in this subsection (D). Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

E. Determination that an Application is not an Eligible Facilities Request. If the development services department determines the applicant's request does not qualify as an eligible facilities request, the development services department shall deny the application. To the extent additional information is necessary, the development services department may request additional information from the applicant to evaluate the application under other provisions of this chapter and applicable law. ~~Interaction with Section 332(c)(7). If the city determines that the applicant's request is not covered by Section 6409(a) as delineated under this chapter, the presumptively reasonable time frame under Section 332(c)(7), as prescribed by the FCC's Shot Clock order, will begin to run from the issuance of the city's decision that the application is not a covered request. To the extent such information is necessary, the city may request additional information from the limitations applicable to other Section 332(c)(7) reviews.~~

F. Failure to Act. In the event the city fails to approve or deny a request for an eligible facilities request ~~seeking approval under this chapter~~ within the time frame for review (accounting for any tolling), the request shall be deemed granted. ~~approved~~. The ~~deemed approval~~ eligible facilities request does not become effective until the applicant notifies the development services department in writing after the review period has expired (accounting for any tolling) ~~and~~ that the application has been deemed granted. ~~approved~~.

G. Remedies. Applicants and the city may bring claims related to Section 6409(a) [of the Spectrum Act](#) to any court of competent jurisdiction.

Section 4. Richland Municipal Code Section 23.14.030, titled Agricultural use districts permitted land uses, as enacted by Ordinance No. 28-05, and last amended during the 2011 recodification, is hereby amended as follows:

Land Use	AG	SAG
Agriculture		
Agricultural Use	P	P
Business and Personal Services		
Animal Shelter	S ¹	
Commercial Kennel	S ¹	
Hospital Clinic – Large Animal	S ¹	
Hospital Clinic – Small Animal	S ¹	
Industrial Uses		
Excavating, Processing, Removal of Topsoils, Sand, Gravel, Rock or Similar Natural Deposits	S ²	
Public Uses		
Churches	P ³	P ³
Clubs or Fraternal Societies	P ³	P ³
Cultural Institutions	P ³	P ³
General Park Maintenance and Operations	P	P
Golf Courses	P	P
Passive Open Space Uses	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ⁴	P ⁴
Public Agency Buildings	P ⁴	P ⁴
Public Agency Facilities	P ⁴	P ⁴
Public Parks	P	P
Schools	P ⁵	P ⁵
Special Events Including Concerts, Tournaments, and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P
Trail Head Facilities	P	P
Trail for Equestrian, Pedestrian or Nonmotorized Vehicle Use	P	P
Recreational Uses		
Commercial Recreation, Outdoor	S ⁶	
Recreational Vehicle Campgrounds	S ⁷	

Land Use	AG	SAG
Stable, Public	S ⁸	
Retail Uses		
Landscaping Material Sales	S ⁹	
Nursery, Plant	S ⁹	
Parking Lot	A	A
Residential Uses		
Accessory Apartments	A ¹⁰	A ¹⁰
Adult Family Home	P	P
Bed and Breakfast	S ¹¹	S ¹¹
Day Care Center	S ¹²	S ¹²
Designated Manufactured Home	P ¹³	P ¹³
Dwelling, One-Family Detached	P ¹³	P ¹³
Family Day Care Home	A ¹²	A ¹²
Home Occupations	A ¹⁴	A ¹⁴
Private Swimming Pools	A ¹⁵	A ¹⁵
Recreational Club	P ¹⁶	P ¹⁶
Rental of Rooms to Not More Than Four Persons Other Than the Family Occupying the Single-Family Dwelling	A	A
Miscellaneous Uses		
Cemetery	P	
Micro -and Macro-Antennas	P	P
Raising Crops, Trees or Vineyards	P	P

Section 5. Richland Municipal Code Section 23.18.030, titled Residential use districts permitted land uses, as enacted by Ordinance No. 28-05, and last amended by Ordinance No. 04-19, is hereby amended as follows:

Land Use	R-1-12	R-1-10	R-2	R-2S	R-3
Residential Uses					
Accessory Apartments	A ¹	A ¹	A ¹	A ¹	A ¹
Accessory Buildings ¹⁴	A	A	A	A	A
Adult Family Home	P	P	P	P	P
Apartment/Condominium (3 or More Units)					P
Assisted Living Facility					P
Bed and Breakfast	S ²	S ²	S ²	S ²	P
Day Care Center	S ³	S ³	S ³	S ³	P ³

Land Use	R-1-12	R-1-10	R-2	R-2S	R-3
Designated Manufactured Home	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴
Dormitories, Fraternities and Sororities					P
Dwelling, One-Family Attached			P ⁴	P ⁴	P ⁴
Dwelling, One-Family Detached	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴
Dwelling, Two-Family Detached			P	P	P
Home Occupations	A ⁵	A ⁵	A ⁵	A ⁵	A ⁵
Family Day Care Home	A ³	A ³	A ³	A ³	A ³
Manufactured Home Park			S ⁶	S ⁶	S ⁶
Playground Developed in Conjunction with School, Park or Community Clubhouse	P	P	P	P	P
Nursing or Rest Home					P
Rental of Rooms to Not More Than Four Persons Other Than the Family Occupying the Single-Family Dwelling	A	A	A	A	A
Private Swimming Pools	A ⁷	A ⁷	A ⁷	A ⁷	A ⁷
Recreational Club	P ⁸	P ⁸	P ⁸	P ⁸	P ⁸
Senior Housing					P
Public/Quasi-Public Uses					
Churches	P ⁹	P ⁹	P ⁹	P ⁹	P ⁹
Clubs or Fraternal Societies	P ⁹	P ⁹	P ⁹	P ⁹	P ⁹
Cultural Institutions	P ⁹	P ⁹	P ⁹	P ⁹	P ⁹
General Park Operations and Maintenance Activities	P	P	P	P	P
Golf Courses	P	P	P	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰
Public Agency Buildings	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰
Public Agency Facilities	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰
Public Parks	P	P	P	P	P
Schools	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P	P	P	P
Trail Head Facilities	P	P	P	P	P
Miscellaneous Uses					
Micro -and Macro-Antennas	P	P	P	P	P
Parking Lots	P	P	P	P	P
Raising Crops, Trees, Vineyards	P	P	P	P	P
Recreational Vehicle Parks					S ^{12,13}

Section 6. Richland Municipal Code Section 23.22.030, titled Commercial use districts permitted land uses, as enacted by Ordinance No. 28-05, and last amended by Ordinance No. 48-17, is hereby amended as follows:

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Agricultural Uses								
Raising Crops, Trees, Vineyards								P
Automotive, Marine and Heavy Equipment								
Automotive Repair – Major				P				
Automotive Repair – Minor		P	P	P	S			
Automotive Repair – Specialty Shop		S	P	P	S			
Automobile Service Station		P1	P1	P1	S1			
Auto Part Sales		P	P	P	S			
Boat Building				P				
Bottling Plants				P				P28
Car Wash – Automatic or Self-Service		P2	P2	P2	S2			
Equipment Rentals			P	P				
Farm Equipment and Supplies Sales				P				
Fuel Station/Mini Mart		P	P	P	P			
Heavy Equipment Sales and Repair				P				
Manufactured Home Sales Lot				P				
Marinas						P	P	
Marine Equipment Rentals				P		P	P	
Marine Gas Sales						A	A	
Marine Repair				P		P	P	
Towing, Vehicle Impound Lots				S3				
Truck Rentals			P	P				
Truck Stop – Diesel Fuel Sales			S	P				
Truck Terminal				P				
Vehicle Leasing/Renting			P4	P	S4			
Vehicle Sales			P4	P	S4			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Warehousing, Wholesale Use				P				
Business and Personal Services								
Animal Shelter				S5				
Automatic Teller Machines	P	P	P	P	P	P		P
Commercial Kennel				P5				
Contractors' Offices		P	P	P	P			
Funeral Establishments			P	P				
General Service Businesses	A	P	P	P	P	P		
Health/Fitness Facility	A	P	P	P	P	A	P	
Health/Fitness Center			P	P	P		P	
Health Spa		P	P	P	P	P		P
Hospital/Clinic – Large Animal				S5				
Hospital/Clinic – Small Animal			S5	P5	P			
Laundry/Dry Cleaning, Com.				P	P29			
Laundry/Dry Cleaning, Neighborhood		P	P	P	P			
Laundry/Dry Cleaning, Retail	P	P	P	P	P	P		
Laundry – Self-Service		P	P	P	P			
Mini-Warehouse				P6				
Mailing Service	P	P	P	P	P	P		
Personal Loan Business	P	P	P	P	P			
Personal Services Businesses	A	P	P	P	P	P		
Photo Processing, Copying and Printing Services	P	P	P	P	P			
Telemarketing Services	P		P	P	P			
Video Rental Store		P	P	P	P			P
Food Service								
Cafeterias	A		A	A	A	A	A	
Delicatessen	P	P	P	P	P	P	P	P
Drinking Establishments		P7	P	P	P	P	P	P
Micro-Brewery			P	P	P	P	P	P
Portable Food Vendors ²⁶	A27	A27	A27	A27	A27	A27	A27	A28

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Restaurants/Drive-Through		S8	P8	P8	S8, 9	S8, 9		
Restaurants/Lounge		P7	P	P	P	P	P	P
Restaurants/Sit Down	A	P	P	P	P	P	P	P
Restaurants/Take Out		P	P	P	P	P		P
Restaurants with Entertainment/Dancing Facilities		P7	P	P	P	P	P	P
Vehicle-Based Food Service		P30	P30	P30	P30	P30		
Wineries – Tasting Room		P7	P	P	P	P	P	P
Industrial/Manufacturing Uses								
Laundry and Cleaning Plants				P				P28
Light Manufacturing Uses				P				P28
Warehousing and Distribution Facilities				P				P28
Wholesale Facilities and Operations				P				P28
Wineries – Production				P				P
Office Uses								
Financial Institutions	P	P/S22	P	P	P/S22	P		
Medical, Dental and Other Clinics	P	P	P	P	P	P		
Newspaper Offices and Printing Works			P	P	P			
Office – Consulting Services	P	P	P	P	P	P		P28
Office – Corporate	P		P	P	P	P		P28
Office – General	P	P	P	P	P	P		P28
Office – Research and Development	P		P	P	P			P28
Radio and Television Studios			P	P	P			
Schools, Commercial	P		P	P	P	P		
Schools, Trade			P	P	P			P28
Travel Agencies	P	P	P	P	P	P		
Public/Quasi-Public Uses								
Churches	P10	P10	P10	P10	P	P10		
Clubs or Fraternal Societies	P10	P10	P10	P10	P10	P10		
Cultural Institutions	P10	P10	P10		P10	P10		P10

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
General Park O&M Activities	P	P	P	P	P	P	P	P
Hospitals	P		P	P	P			
Homeless Shelter				P				
Passive Open Space Use	P	P	P	P	P	P	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P11	P11	P11	P11	P11	P11	P11	P11
Public Agency Buildings	P	P	P	P	P	P	P	
Public Agency Facilities	P11	P11	P11	P11	P11	P11	P11	P11
Public Campgrounds				S			S	
Public Parks	P	P	P	P	P		P	P
Schools	P12	P12	P12	P12	P12	P12		
Schools, Alternative	P13	P13	P13	P13	P13			
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P	P	P	P	P	P	P
Trail Head Facilities	P	P	P	P	P	P	P	P
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P	P	P	P	P	P	P
Recreational Uses								
Art Galleries			P	P	P	P	P	P
Arcades		P	P	P	P	P	P	
Boat Mooring Facilities						P	P	
Cinema, Indoor			P	P	P	P	P	
Cinema, Drive-In			P	P				
Commercial Recreation, Indoor		S7	P	P	P	P	P	
Commercial Recreation, Outdoor			P	P		P	P	
House Banked Card Rooms				P14	P14	P14	P14	
Recreational Vehicle Campgrounds				S15			S15	
Recreational Vehicle Parks				S16			S16	
Stable, Public				S17				
Theater		P7	P	P	P	P	P	P

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Residential Uses								
Accessory Dwelling Unit		A	A	A	A	A		A
Apartment, Condominium (3 or more units)	P		P18		P	P		
Assisted Living Facility	P		P		P18	P		
Bed and Breakfast	P	P	P	P	P	P	P	P
Day Care Center	P19	P19	P19	P19	P19	P19		
Dormitories, Fraternities, and Sororities	P				P	P		
Dwelling, One-Family Attached						P25		
Dwelling, Two-Family Detached						P		
Dwelling Units for a Resident Watchman or Custodian				A				P28
Family Day Care Home	P19					P19		
Houseboats						P	P	
Hotels or Motels	P		P	P	P	P	P	P
Nursing or Rest Home	P		P		P18	P		
Recreational Club	A				A	A		
Senior Housing	P				P18	P		
Temporary Residence	P20	P20	P20	P20	P20	P20		P
Retail Uses								
Adult Use Establishments				P21				
Apparel and Accessory Stores		P	P	P	P	P		P
Auto Parts Supply Store		P	P	P	P			
Books, Stationery and Art Supply Stores	A	P	P	P	P	P		P
Building, Hardware, Garden Supply Stores		P	P	P	P			
Department Store			P	P	P			
Drug Store/Pharmacy	A	P/S22	P	P	P	P		
Electronic Equipment Stores		P	P	P	P	P		
Food Stores		P	P	P	P	P		
Florist		P	P	P	P	P		P
Furniture, Home Furnishings and Appliance Stores		P	P	P	P			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Landscaping Material Sales			A	P				
Lumberyards				P				
Nursery, Plant				P				P
Office Supply Store	A	P	P	P	P	P		
Outdoor Sales				P				
Parking Lot or Structure	P	P	P	P	A	P		P
Pawn Shop				P				
Pet Shop and Pet Supply Stores		P	P	P	P			
Retail Hay, Grain and Feed Stores				P				
Secondhand Store			P	P	P	P		
Specialty Retail Stores		P	P	P	P	P		P
Miscellaneous Uses								
Bus Station				P	P			
Bus Terminal				P	P			
Bus Transfer Station	P		P	P	P		P	
Cemetery	P		P	P				
Community Festivals and Street Fairs	P	P	P	P	P	P	P	P
Convention Center	P		P	P	P	P	P	
Micro -and Macro-Antennas	P	P	P	P	P	P	P	P
Monopole			S23	P/S23	S23			
On-Site Hazardous Waste Treatment and Storage	A	A	A	A	A	A	A	A
Outdoor Storage		A24	A24	P24				
Storage in an Enclosed Building	A	A	A	A	A	A	A	A28

Section 7. Richland Municipal Code Section 23.26.030, titled Industrial use districts permitted land uses, as enacted by Ordinance No. 28-05, and last amended by Ordinance No. 32-11, is hereby amended as follows:

Land Use	I-M	M-2
Automotive, Marine and Heavy Equipment Uses		
Automotive Repair – Major	P	
Automotive Repair – Minor	P	
Automotive Repair – Specialty Shop	P	

Land Use	I-M	M-2
Automobile Service Station	P	
Automobile Wrecking		S ¹
Boat Building	P	P
Bottling Plants	P	P
Car Wash – Automatic or Self-Service	P ²	
Equipment Rentals	P	
Farm Equipment and Supplies Sales	P	
Gas/Fuel Station	P	
Heavy Equipment Sales and Repair	P	
Marine Repair	P	P
Towing, Vehicle Impound Lots	P ³	
Truck Rentals	P	
Truck Stop – Diesel Fuel Sales	P	P
Truck Terminal	P	P
Vehicle Sales	P	
Warehousing, Wholesale Use	P	P
Business and Personal Services		
Animal Shelter	S ⁴	
Contractors' Offices and Shops	P	
General Service Businesses	P	P
Health/Fitness Facility	P	A
Health/Fitness Center	P	
Laundry/Dry Cleaning, Commercial	P	
Laundry/Dry Cleaning, Retail	P	
Mini-Warehouse	P ⁵	
Mailing Service	P	
Personal Loan Business	P	
Personal Services Businesses	P	
Photo Processing, Copying and Printing Services	P	
Telemarketing Services	P	
Food Service		
Cafeterias	A	A
Delicatessen	A	A
Drinking Establishments	P	P
Restaurants/Sit Down	P	
Restaurants/Drive-Through	P ⁶	A ⁶

Land Use	I-M	M-2
Restaurants/Lounge	P	
Restaurants/Take Out	P	
Restaurants with Entertainment/Dancing Facilities	P	
Wineries	P	
Industrial/Manufacturing Uses		
Airport, Industrial	P	
Excavating, Processing, Removal of Topsoil, Sand, Gravel, Rock or Similar Natural Deposits	S ⁷	S ⁷
Junkyard		S
Laundry and Cleaning Plants	P	P
General Manufacturing Uses	P	P
Heavy Manufacturing Uses		P
Light Manufacturing Uses	P	P
Research, Development and Testing Facilities	P	P
Warehousing, Storage and Distribution	P	P
Wholesale Facilities and Operations	P	P
Office Uses		
Financial Institutions	P	
Medical, Dental and Other Clinics	P	
Office – Consulting Services	P	
Office – Corporate	P	
Office – General	P	
Office – Research and Development	P	P
Public/Quasi-Public Uses		
General Park Operations and Maintenance Activities	P	P
Passive Open Space Use	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ⁸	P ⁸
Public Agency Buildings	P ⁸	P ⁸
Public Agency Facilities	P ⁸	P ⁸
Public Parks	P	
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P
Trail Head Facilities	P	P
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P
Recreational Uses		
Commercial Recreation, Outdoor	S ⁹	
Residential Uses		

Land Use	I-M	M-2
Accessory Dwelling Unit	A	
Day Care Center	S ¹⁰	
Dwelling Units for a Resident Watchman or Custodian	A	A
Hotels or Motels		P
Temporary Residence	P ¹¹	P ¹¹
Retail Uses		
Adult Use Establishments	P ¹²	
Airport, Commercial	P	
Parking Lot or Structure	P	P
Miscellaneous Uses		
Bus Station	P	
Bus Terminal	P	
Bus Transfer Station	P	P
Community Festivals and Street Fairs	P	P
Farming of Land	P	P
Micro -and Macro-Antennas	P	P
Monopole	P ¹³	P ¹³
On-Site Hazardous Waste Treatment and Storage	P	P
Outdoor Storage	P ¹⁴	P ¹⁴
Storage in an Enclosed Building	P	P

Section 8. Richland Municipal Code Section 23.28.030, titled Business use districts permitted land uses, as enacted by Ordinance No. 28-05, and last amended by Ordinance No. 48-17, is hereby amended as follows:

Land Use	B-RP	B-C
Automotive, Marine and Heavy Equipment Uses		
Automotive Repair – Major		P
Automotive Repair – Minor		P
Automotive Repair – Specialty Shop		P
Automobile Service Station	P	P ¹⁴
Bottling Plants	P	P
Car Wash – Automatic or Self-Service		P ¹
Fuel Station/Mini Mart	P	P ¹⁴
Business and Personal Services		
Automatic Teller Machines	P	P
General Service Businesses	P	P

Land Use	B-RP	B-C
Health/Fitness Facility	P	P
Health/Fitness Center	P	P
Laundry/Dry Cleaning, Retail	P	P
Mini-Warehouse		P ²
Mailing Service	P	P
Personal Loan Business	P	P
Personal Services Businesses	P	P
Photo Processing, Copying and Printing Services	P	P
Telemarketing Services	S	P
Video Rental Store	P	P
Food Service		
Cafeterias	A	A
Delicatessen	A	A
Drinking Establishments	P	P
Portable Food Vendors	P ³	P ³
Restaurants/Drive-Through	A ⁴	A ⁴
Restaurants/Lounge	P	P
Restaurants/Sit Down	P	P
Restaurants/Take Out	P	P
Restaurants with Entertainment/Dancing Facilities	P	P
Vehicle-Based Food Service	P ¹⁵	P ¹⁵
Industrial/Manufacturing Uses		
Light Manufacturing Uses	P	P
Research, Development and Testing Facilities	P	P
Warehousing, Storage and Distribution		A
Wholesale Facilities and Operations		P
Office Uses		
Financial Institutions	P	P
Medical, Dental and Other Clinics	P	P
Newspaper Offices and Printing Works		P
Office – Consulting Services	P	P
Office – Corporate	P	P
Office – General	P	P
Office – Research and Development	P	P

Land Use	B-RP	B-C
Radio and Television Studios		P
Schools, Commercial	P	P
Schools, Trade	P	P
Travel Agencies	P	P
Public/Quasi-Public Uses		
Alternative Schools		P ⁵
Churches		P ⁶
Clubs or Fraternal Societies		P ⁶
Cultural Institutions		P ⁶
General Park Operations and Maintenance Activities	P	P
Passive Open Space Use	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ⁷	P ⁷
Public Agency Buildings	P ⁷	P ⁷
Public Agency Facilities	P ⁷	P ⁷
Public Parks	P	P
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P
Trail Head Facilities	P	P
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P
Residential Uses		
Accessory Dwelling Unit	A	A
Apartment, Condominium (3 or More Units)	S ⁸	
Day Care Center	S ^{8,9}	A ⁹
Designated Manufactured Home	S ^{8,10, 11}	
Dormitories, Fraternities, and Sororities	S ⁸	
Dwelling, One-Family Attached	S ^{8,10,11}	
Dwelling, One-Family Detached	S ^{8,10,11}	
Dwelling, Duplex	S ⁶	
Dwelling Units for a Resident Watchman or Custodian	A	A
Hotels or Motels	S ⁸	P
Nursing or Rest Home		P
Temporary Residence	P ^{8,10}	P ¹⁰
Retail Uses		
Parking Lot or Structure	P	P
Department Stores		P

Land Use	B-RP	B-C
Specialty Retail Stores	P	P
Miscellaneous Uses		
Bus Terminal	P	P
Bus Transfer Station	P	P
Community Festivals and Street Fairs	P	P
Convention Center	P	P
Farming of Land	P	P
Micro and Macro-Antennas	P	P
Monopole	P ¹²	S ¹²
Outdoor Storage	P ¹³	P ¹³
Storage in an Enclosed Building	P	P

Section 9. Richland Municipal Code Section 23.30.020, titled Public use districts permitted land uses, as enacted by Ordinance No. 28-05, and last amended by Ordinance No. 04-09, is hereby amended as follows:

Land Use	PPF	NOS
Public/Quasi-Public Uses		
Alternative School	P ¹	
Churches	P ²	
Clubs or Fraternal Societies	P ²	
Cultural Institutions	P ²	
General Park Maintenance and Operations	P	P
Golf Courses	P	
Passive Open Space Uses	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ³	P ³
Public Agency Buildings	P ³	P ³
Public Agency Facilities	P ³	P ³
Public Campgrounds	P	
Public Parks	P	P
Schools	P ⁴	
Special Events Including Concerts, Tournaments, and Competitions, Fairs, Festivals and Similar Public Gatherings	P	
Trail Head Facilities	P	P
Trail for Equestrian, Pedestrian or Nonmotorized Vehicle Use	P	P
Recreational Uses		
Art Galleries	P	

Land Use	PPF	NOS
Boat Mooring Facilities	P	
Retail Uses		
Concessionaire	P ⁶	P ⁶
Parking Lot	P	S ⁵
Miscellaneous Uses		
Micro and Macro-Antennas	P	
On-Site Hazardous Waste Treatment and Storage	A	A
Cemetery	P	

Section 10. Richland Municipal Code Section 26.30.011, titled Use table, as enacted by Ordinance No. 25-14, and last amended by Ordinance No. 12-18, is hereby amended as follows:

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

Land Use	Natural	Recreation Conservancy	Recreation	Rural	Residential	Waterfront	Industrial Conservancy
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
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

Land Use	Natural	Recreation Conservancy	Recreation	Rural	Residential	Waterfront	Industrial Conservancy
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
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
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							

Land Use	Natural	Recreation Conservancy	Recreation	Rural	Residential	Waterfront	Industrial Conservancy
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
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

Section 11. 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 5th day of February, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 10, 2019



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 08-19, Amending Title 27 of the Richland Municipal Code related to Signs

Department:

Community Development Services

Ordinance/Resolution Number:

08-19

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 08-19, amending Title 27 of the Richland Municipal Code related to signs.

Summary:

The City has need to update Title 27 of the Richland Municipal Code (RMC) to come into compliance with *Reed v. Town of Gilbert*. The case represents a significant legal development affecting speech protected by the First Amendment.

In 2015, the United States Supreme Court clarified when and how municipalities may impose certain types of content-based restrictions on signage in *Reed v. Town of Gilbert*. The Supreme Court requires that content-based regulation of noncommercial signs meet strict scrutiny. A regulation is content-based if the rule applies to a particular sign because of the topics discussed or the idea or message expressed on the sign. The proposed amendments to Title 27 are intended to bring the City of Richland sign code into compliance with the Supreme Court decision.

Council reviewed the proposed amendments at a workshop in October, 2018. Issues raised by Council during the workshop were addressed, and the draft ordinance then routed through the Planning Commission, who held a public hearing and provided a favorable recommendation in December, 2018.

Staff recommends approval of Ordinance No. 08-19 for second reading and passage.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 08-19

ORDINANCE NO. 08-19

AN ORDINANCE of the City of Richland amending
Richland Municipal Code Chapter 27.02 related to signs.

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

WHEREAS, Title 27 of the Richland Municipal Code addresses Richland's sign code; and

WHEREAS, in response to legal developments affecting speech protected by the First Amendment, the City has need to update Title 27 of the RMC to come into compliance with *Reed v. Town of Gilbert* and its progeny.

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

Section 1. Richland Municipal Code Chapter 27.02, entitled Purpose, as enacted by Ordinance No. 3-89 and last amended by Ordinance No. 40-10, is hereby amended to read as follows:

Chapter 27.02

PURPOSE

Sections:

27.02.010 ~~General intent and purpose~~ Legislative statement.

27.02.020 Legislative findings.

27.02.020 ~~030~~ Master planned communities.

27.02.040 Severability.

27.02.010 ~~General intent and purpose~~ Legislative statement.

Richland's sign code provides standards specifying the type, number, size, location, and lighting of signs in the various zones of the city. The intent of the standards in this title is:

A. To encourage the design of signs that attract and invite rather than demand the public's attention, and to curb the proliferation of signs;

B. To encourage the use of signs that enhance the visual environment of the city;

C. To promote the enhancement of business and residential properties and neighborhoods by fostering the erection of signs complementary to the buildings and uses to which they relate and which are harmonious with their surroundings;

D. To protect the public interest and safety;

E. To protect the right of a business to identify its premises and advertise its projects through the use of signs without undue hindrance or obstruction; ~~and~~

F. To encourage streetscapes that are more pleasant and interesting; and ~~through the use of banners that promote community festivals, events and holidays and are not intended for the advertising of commercial goods, services or businesses.~~

G. To reduce the distractions, obstructions and hazards to pedestrians and automobile traffic caused by an excessive number, excessive size or height, inappropriate means of illumination or movement, indiscriminate placement, overconcentration, or unsafe construction of signs.

27.02.020 Legislative findings.

In conjunction with the adoption of the purposes set forth above and the regulations of this title, the city council makes the following findings:

A. Unlike oral speech, signs may cause harm by taking up space, obstructing views, distracting motorists, displacing alternative uses of land, and endangering the safety of persons or property. The city has a substantial and compelling interest in all of the purposes set forth above and has a substantial and compelling interest in regulating signs in such a way that harms caused by signs might be reduced or mitigated.

B. Regulation of the size, height, number and spacing of signs throughout the city is necessary to protect the public safety, to ensure compatibility of signs with surrounding land uses, to enhance the business and economy of the city, to protect public investment in streets and highways, to maintain a tranquil environment in residential areas, to promote industry and commerce, to eliminate visual clutter and blight, to provide an aesthetically appealing environment, to provide ample, meaningful opportunities for person who desire to display information by means of a sign to have their information seen and understood, and to provide for the orderly and reasonable display of advertising and other messages for the benefit of all persons in the city.

C. These regulations do not apply to every form and instance of visual speech that may be displayed anywhere within the jurisdictional limits of the city. Rather, they are intended to regulate those forms and instances that are most likely to meaningfully affect one of more of the purposes set forth above.

D. These regulations do not entirely eliminate harms that may be created by the installation and display of signs. Rather, they attempt to strike an appropriate balance that preserves ample channels of communication by means of visual display while reducing and mitigating the extent of the harms caused by signs.

E. Some signs have aspects that make identifying such signs by description impossible without referring to other functional characteristics. For instance, an off-premise sign is

one that contains a message related to a facility, service, or business located on premises other than the site of the sign itself. Off-premise signs are commonly large freestanding structures that are designed to stand out and apart from their surroundings. If they are allowed to proliferate, they can cause confusion and implicate greater impacts on safety and aesthetics compared to signs located on the site of the referred-to facility, service or business. It is essential to public safety and the public welfare to regulate off-premises signs. Wherever a sign is described, in part, by referring to the function it serves, the provisions of this title that regulate such signs are designed to be content neutral with respect to the content of the speech appearing on said sign.

F. These regulations are neither intended nor designed to restrict or control signs for the purpose of promoting or stifling any message that might appear on them.

27.02.020 030 Master planned communities.

A development agreement entered by the city under the authority of RCW 36.70B.170 through 36.70B.210, governing development of a master planned community, may provide that the procedures, standards and other provisions of the agreement shall supersede or otherwise modify the provisions of this title. For purposes of this section, “master planned community” shall mean an integrated development over 1,000 acres in size, developed under unified control according to a master plan, that provides for a mix of residential, commercial, civic, and recreational uses.

27.02.040 Severability.

If any clause, sentence, paragraph, section or part of this title shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remaining portions hereof, but shall be confined to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 2. Richland Municipal Code Chapter 27.04, entitled Application for Sign Permit, as enacted by Ordinance No. 3-89, is hereby amended to read as follows:

Chapter 27.04 APPLICATION FOR SIGN PERMIT

Sections:

27.04.010 Application process.

27.04.020 Application – Required information.

27.04.030 Permits required – ~~Exceptions~~ Exemptions.

27.04.010 Application process.

A. Permits. No sign governed by the provisions of this code shall be erected, altered, or relocated by any person, firm, or corporation without a permit issued by the city.

1. Application for a sign permit shall be made in writing to the sign code administrator on

forms furnished by that office. The sign code administrator and the city building inspector shall determine the conformity of the sign design to the ordinances and codes of the city of Richland, and if found in conformance, shall issue the sign permit.

2. A sign permit shall become null and void if the work for which the permit was issued has not commenced within 180 days of its issuance.

3. No new permit shall be required for normal maintenance or repair of a sign or sign structure for which a permit has been previously issued.

4. The sign code administrator may revoke the permit for any sign which is erected or altered in violation of the terms, conditions, and requirements of this code or of the terms and conditions specified in such permit. Appeal from denial or revocation of a sign permit or from failure of the sign code administrator to act on a permit application may be taken to the city council.

B. Special Sign Permits. Application for a special sign permit shall be made in writing to the sign code administrator on forms provided by that office. Special sign permits may be granted upon demonstration of meeting the following criteria:

1. Literal interpretation and application of the provisions of this code will not allow reasonable ~~identification and/~~ opportunity for a sign or ~~advertising signs~~;

2. Granting of a special sign permit will not result in more signs being constructed than would normally be allowed under the provisions of this code;

3. Granting of a special sign permit will not affect the ability of adjacent users to comply with the provisions of this code;

4. The special sign permit requested will not result in a sign which exceeds the dimensional provisions of this code by more than 35 percent; and

5. Documentation is made, to the satisfaction of the city, that the special sign permit requested is the minimum exception to the provisions of this code necessary ~~to reasonably identify/advertise~~ for the ~~subject~~ intended use, and the permit will not result in a prohibited sign.

Upon a finding by the city that the above criteria have been met, a special sign permit will be issued. Where the special permit will result in a sign which does not exceed the dimensional provisions of this code by more than 15 percent, the permit shall be processed by the sign code administrator.

Where the special sign permit will result in a sign which exceeds the dimensional provisions of this code by more than 15 percent, the permit application shall be forwarded

to the ~~physical~~ planning commission for consideration. The commission shall make a finding based on the above criteria and may approve, deny, or modify the permit as the commission deems appropriate.

In cases where the sign code administrator or the ~~physical~~ planning commission has denied a special sign permit, the applicant may appeal such decision to the city council.

C. Temporary Sign Permits. Application for a temporary sign permit shall be made in writing to the sign code administrator on forms furnished by that office. If a need for a temporary sign permit exists, the sign code administrator shall determine conformity of the temporary sign design with applicable codes/ordinances of the city of Richland and then request the building inspector to issue the temporary permit. Temporary sign permits shall be valid for 60 days unless specified otherwise in this title.
~~Temporary sign permits shall be valid for 30 days unless specified otherwise in this title.~~

D. Sign Permit Fees. Fees for sign permits shall accompany the permit application and are based upon size of the sign as follows:

SIZE	FEE
Less than 25 sq. ft. in surface area	\$20.00
25 sq. ft. and larger surface area	\$40.00
Freeway interchange sign greater than 25 feet in height	\$100.00
Fees associated with special sign permits are as follows:	
Administrative permit application	\$25.00
Permit requiring physical planning commission approval	\$50.00
Appeal to city council	\$25.00
Temporary sign permit	\$5.00

27.04.020 Application – Required information.

A. General Requirements. Applications for permit shall be made on the application for sign permit form(s) furnished by the sign code administrator. In addition to the information presented on the application form(s), the applicant shall provide such other pertinent information as the sign code administrator may require to ensure compliance with applicable ordinances and codes. For example, the sign code administrator may require supporting calculations prepared by a civil or structural engineer licensed in the state of Washington verifying safe stress levels or the stability of the sign. All costs associated with obtaining the required information shall be paid by the applicant.

27.04.030 Permits required – ~~Exceptions~~Exemptions.

Sign permits are required for most permanent and temporary signs. Permit requirements and ~~exceptions~~ exemptions are specified below:

A. Permanent Signs. A separate permit shall be required for a sign or signs for each business entity and/or a separate permit for each group of signs on a single supporting structure installed simultaneously. Thereafter, each additional sign erected on the structure must have a separate permit. ~~Exception~~ A sign permit is not required for the following ~~signs or displays~~:

~~1. Traffic or pedestrian control signs or signals or signs indicating scenic or historic points of interest, which are erected by or on the order of a public officer in performance of his public duty.~~

2. Signs required by law.

~~3. The flag of a government or the flag of a noncommercial institution such as a school.~~

4. Exterior signs or displays not visible from streets or ways open to the public.

5. Signs in the interior of a building which are not visible from any public property or rights-of-way.

6. Plaques, tablets, or inscriptions ~~indicating the name of a building, its date of erection, or other commemorative information~~ which are an integral part of the building structure or are attached flat to the face of the building, which are not illuminated and do not exceed 10 square feet in surface area.

~~7. Sculptures, foundations, mosaics, and design features which do not incorporate advertising or identification.~~

8. ~~Incidental s~~Signs less than two square feet in surface area.

~~9. Private traffic control signs less than six square feet in surface area.~~

10. Signs which are painted or mounted on delivery vehicles or other operable commercial vehicles which are generally and primarily used for transportation of commerce.

B. Temporary Signs. The erection, construction, posting, or placement of temporary signs shall require a temporary sign permit. ~~Exception~~: The following temporary signs shall not require a permit:

~~1. Official public or legal notices.~~ Signs required by law.

~~2. Seasonal decorations during the appropriate holiday season.~~

~~3. The flag of a commercial institution, provided no more than one flag is flown per~~

~~business premises, the flag does not exceed 20 square feet in surface, and the flag is left loose to fly in the breeze.~~

24. Sandwich board signs worn by a person while walking the public ways of the city.

~~5. Political campaign signs, provided such signs are erected or placed in accordance with the provisions of this code.~~

36. Changing of the advertising copy or message on a theater marquee or similar sign.

~~7. A sign advertising sale, rental, or lease of the premises upon which the sign is located, provided only one sign per street frontage is erected on any parcel of real estate and they do not exceed six square feet in surface area.~~

4. Temporary window signs.

5. Signs displayed on a lot with property for sale or rent, provided:

a. That only one such sign is permitted for each public street upon which the property for sale or rent fronts;

b. That in the event a sign qualifies for this exemption, a second temporary sign is also exempt if located within 1,000 feet, measured as the shortest straight line between the property line of the property for sale or rent and the site of the second exempt sign; and

c. That such signs shall not exceed the measurement limitations specified in RMC 27.08.030.

6. Signs displayed on a lot where construction is taking place, provided:

a. That they are removed prior to occupancy approval of the building;

b. That only one such sign is permitted for each public street upon which the construction project fronts; and

c. That such signs shall not exceed the measurement limitations specified in RMC 27.08.020.

7. Noncommercial signs that are made of paper, vinyl, plastic or other non-durable material and which are designed and intended to be displayed for a short period of time, provided that they conform with the sight obstruction requirements of Chapter 12.11 RMC, do not interfere with or obstruct any traffic control device or in any other manner interfere with the control of traffic on the streets of the city, and are not larger than thirty-two (32) square feet in area.

~~8. A sign not exceeding 32 square feet in surface and identifying the architects, engineers, and contractors of any work actually under construction.~~

~~9. Window signs which are temporary in nature.~~

~~10. Community service signs.~~

C. Number of Signs. ~~Signs~~ Except as provided at RMC 27.08.020, signs not requiring a permit and temporary signs shall not be included as part of the maximum number of signs permitted by this code.

D. Attachments to Signs. Ancillary devices, displays, and attachments not originally a part of the sign for which a permit was issued shall not be added to an existing sign except as provided in this code and pursuant to another sign permit issued by the building inspector.

Section 3. Richland Municipal Code Chapter 27.06, entitled Definitions, as enacted by Ordinance No. 3-89, and last amended by Ordinance No. 15-11, is hereby amended to read as follows:

Chapter 27.06 DEFINITIONS

Sections:

- 27.06.020 Architectural blade.**
- 27.06.025 Awning.**
- 27.06.027 Banner ~~—Community.~~**
- ~~27.06.028 Banner —Sponsored.~~**
- 27.06.030 Billboard.**
- 27.06.035 Building facade.**
- 27.06.040 Building line.**
- 27.06.045 Bulletin board.**
- 27.06.047 Business center.**
- 27.06.050 Canopy.**
- 27.06.052 Channel letters.**
- 27.06.055 Curb line.**
- 27.06.060 Freeway.**
- 27.06.065 Grade.**
- 27.06.070 Height.**
- 27.06.075 Marquee.**
- ~~27.06.080 Multiple business center.~~**
- 27.06.085 Projection.**
- 27.06.090 Property line.**
- 27.06.095 Readerboard.**
- 27.06.100 Sign.**
- 27.06.102 Sign, abandoned.**
- 27.06.105 Sign, awning.**
- ~~27.06.110 Sign, business district identification.~~**
- 27.06.112 Sign, can.**

27.06.115 Sign, canopy.
 27.06.120 Sign, changing image.
 27.06.125 Sign, chasing.
 27.06.130 Sign, combination.
 27.06.135 Sign, commercial ~~construction.~~
~~27.06.140 Sign, directional.~~
 27.06.145 Sign, double-faced.
 27.06.150 Sign, electric.
 27.06.155 Sign, externally illuminated.
 27.06.160 Sign, fabric.
 27.06.165 Sign, flashing.
 27.06.170 Sign, freestanding.
 27.06.175 Sign, freeway interchange.
~~27.06.180 Sign, identification.~~
~~27.06.185 Sign, incidental.~~
~~27.06.190 Sign, industrial.~~
 27.06.195 Sign, marquee.
 27.06.200 Sign, message board.
~~27.06.205 Sign, noncommercial and public service.~~
 27.06.210 Sign, nonconforming.
 27.06.215 Sign, off-premises.
~~27.06.220 Sign, off-premises directional.~~
 27.06.225 Sign, on-premises.
~~27.06.230 Sign, political.~~
 27.06.235 Sign, portable.
 27.06.240 Sign, primary.
 27.06.245 Sign, projecting.
~~27.06.250 Sign, residential district identification.~~
 27.06.255 Sign, roof.
 27.06.260 Sign, rotating.
~~27.06.265 Sign, subdivision.~~
 27.06.270 Sign, temporary.
~~27.06.275 Sign, temporary merchandising.~~
 27.06.280 Sign, under marquee.
 27.06.285 Sign, wall.
 27.06.290 Sign, window.
27.06.292 Sign, window – permanent.
27.06.293 Sign, window – temporary.
 27.06.295 Sign structure.
 27.06.300 Single business.
 27.06.305 Special sign permit.
 27.06.310 Structure.
 27.06.315 Surface area.
 27.06.320 ~~Uniform~~International Building Code.

27.06.325 Uniform Sign Code.

27.06.330 Visible.

27.06.020 Architectural blade.

“Architectural blade” means a roof or projecting sign with no legs or braces, and designed to look as if a part of the building structure.

27.06.025 Awning.

“Awning” means a protective covering of non-collapsible, rigid construction attached to a structure, the surface of which has a pitch sloping away from the structure.

27.06.027 Banner —Community.

“Banner, community” means a single- or double-faced sign, made of non-durable material and attached to a utility pole located within or adjacent to a public right-of-way. Community banners are used to promote specific districts or areas within the city or community festivals, events or holidays. Community banners do not contain any advertising material or identify any specific business.

27.06.028 Banner —Sponsored.

“Banner, sponsored” means a single- or double-faced sign, made of nondurable material and attached to a utility pole located within or adjacent to a public right-of-way. Sponsored banners include information relating to specific districts or areas within the city or community festivals, events, or holidays and which also include the name and/or logo of a sponsoring business operating within the city of Richland. No more than one-quarter of the banner face can be devoted to the name and/or logo of a sponsoring business.

27.06.030 Billboard.

“Billboard” means a ground, wall, or roof sign erected, constructed, or maintained for the purpose of displaying outdoor advertising by means of pictorial or reading matter attached thereto or posted thereon and available by means of rental to persons other than the owner or lessee of the sign.

27.06.035 Building facade.

“Building facade” means that portion of any exterior elevation of a building extending from the grade of the building to the top of the parapet wall or eaves for the entire width of the building elevation.

27.06.040 Building line.

“Building line” means a line established by ordinance beyond which no building may extend.

27.06.045 Bulletin board.

“Bulletin board” means a board for messages for uses of the premises on which the board is erected and not intended for view from the dedicated street right-of-way. A bulletin board is not a sign.

27.06.047 Business center.

“Business center” means a grouping of multiple business establishments having defined boundaries or shared facilities, including but not limited to: shared common parking, shared access drives, buildings that are physically attached or connected to each other, common ownership, or businesses that are part of the same master plan, binding site plan or commercial site plan. For the purposes of determining sign regulation, properties included within a business center shall be considered as a single premises.

27.06.050 Canopy.

“Canopy” means a non-rigid, retractable or non-retractable, protective covering located at the entrance to a structure.

27.06.052 Channel letters.

“Channel letters” means three-dimensional individually cut letters or figures, typically made from metal or plastic and affixed to a structure.

27.06.055 Curb line.

“Curb line” means the line at the face of the curb nearest to the street or roadway. In the absence of a curb, the curb line shall be established by the city engineer.

27.06.060 Freeway.

“Freeway” means an expressway with full control of access.

27.06.065 Grade.

“Grade” means elevation or level of the street closest to the sign to which reference is made, as measured at the street’s centerline, or the relative ground level in the immediate vicinity of the sign.

27.06.070 Height.

“Height” means the vertical distance from the grade to the highest point of a sign.

27.06.075 Marquee.

“Marquee” means a permanent roofed structure attached to and supported by a building and projecting over property thereunder.

~~27.06.080 Multiple business center.~~

~~“Multiple business center” means a grouping of two or more business establishments which either share common parking on the lot where they are located, and/or which occupy a single structure or separate structure which are physically attached. Shopping centers are considered to be multiple business centers.~~

27.06.085 Projection.

“Projection” means the distance by which a sign extends beyond the building wall.

27.06.090 Property line.

“Property line” means the line denoting the limits of legal ownership of property.

27.06.095 Readerboard.

“Readerboard” means a sign or part of a sign on which the letters are readily replaceable such that the copy can be changed from time to time at will.

27.06.100 Sign.

“Sign” means any medium, including structure and component parts, which is used or intended to be used to attract attention to the subject matter for advertising, identification, or informative purposes.

27.06.102 Sign, abandoned.

“Sign, abandoned” means any sign located on property that is vacant and unoccupied for a period of six (6) months or more.

27.06.105 Sign, awning.

“Sign, awning” means graphics on a fixed awning used or intended to be used to attract attention to the subject matter for advertising, identification, or information purposes. An awning sign shall not be considered a fabric sign.

~~27.06.110 Sign, business district identification.~~

~~“Sign, business district identification” means an off-premises sign which gives the name of a business district or industrial park and which may list the names of individual businesses within the district or park.~~

27.06.112 Sign, can.

“Sign, can” means a sign that contains all text and/or logo symbols within a single enclosed cabinet that may or may not be illuminated.

27.06.115 Sign, canopy.

“Sign, canopy” means graphics on a canopy used or intended to be used to attract attention to the subject matter for advertising, identification, or information purposes. A canopy sign shall not be considered a fabric sign.

27.06.120 Sign, changing image.

“Sign, changing image” means a sign which changes its message or background by means of electrical, kinetic, solar or mechanical energy, not including message board signs.

27.06.125 Sign, chasing.

“Sign, chasing” means a sign which includes one or more rows of lights which light up in sequence.

27.06.130 Sign, combination.

“Sign, combination” means any sign incorporating any combination of the features of freestanding, projecting and roof signs. The individual requirements of roof, projecting and pole signs shall be applied for combination signs incorporating any or all of the requirements specified in the code.

27.06.135 Sign, Commercial.

A sign, display, or device designed, intended or used to encourage or promote purchase or use of goods or services.

~~27.06.135 Sign, construction.~~

~~“Sign, construction” means an information sign which identifies the architect, engineers, contractors and other individuals or firms involved with the construction of a building, or announcing the character of the building or enterprise, which is erected during the building construction period.~~

~~27.06.140 Sign, directional.~~

~~“Sign, directional” means a single or double-faced sign not exceeding six square feet in surface area designed to guide or direct pedestrian or vehicular traffic to an area, place, or convenience.~~

27.06.145 Sign, double-faced.

“Sign, double-faced” means a sign which has two display surfaces in approximately parallel planes backed against each other or against the same background, one face of which is designed to be seen from one direction and the other from the opposite direction.

27.06.150 Sign, electric.

“Sign, electric” means any sign containing electrical wiring, but not including signs illuminated by an exterior light source.

27.06.155 Sign, externally illuminated.

“Sign, externally illuminated” means a sign illuminated by an exterior light source.

27.06.160 Sign, fabric.

“Sign, fabric” means a sign made of canvas, cloth, or similar non-rigid material.

27.06.165 Sign, flashing.

“Sign, flashing” means an electrical sign or portion of an electrical sign which changes light intensity in sudden transitory blasts. Flashing signs do not include changing image or chasing signs.

27.06.170 Sign, freestanding.

“Sign, freestanding” means a sign that is supported by one or more poles, columns, or supports anchored in the ground.

27.06.175 Sign, freeway interchange.

“Sign, freeway interchange” means an on-premises freestanding sign ~~which identifies or advertises a use~~ located within the prescribed distance from the right-of-way boundary of a grade separated interchange that is designed and placed to attract the attention of freeway and interchange traffic.

~~27.06.180 Sign, identification.~~

~~“Sign, identification” means any ground or wall sign which only displays the name,~~

~~address, and/or use of the premises.~~

~~27.06.185 Sign, incidental.~~

~~“Sign, incidental” means a sign less than two (2) square feet in surface area of a noncommercial nature, intended primarily for the convenience of the public. Included are signs designating restrooms, address numbers, hours of operation, entrances to buildings, directions, help wanted, public telephone, etc. Also included in this group of signs are those designed to guide or direct pedestrians or vehicular traffic to an area or place on the premises of a business building or development by means of a directory designating names and addresses only.~~

~~27.06.190 Sign, industrial.~~

~~“Sign, industrial” means an off-premises sign which identifies an industrial land development or gives the name of the group of industrial structures.~~

27.06.195 Sign, marquee.

“Sign, marquee” means a sign placed on, constructed in or attached to a marquee.

27.06.200 Sign, message board.

“Sign, message board” means an electric sign which has a readerboard for the display of information, ~~such as time, temperature, or public service or commercial messages~~, which can be changed through the turning on or off of different combinations of light bulbs within the display area.

~~27.06.205 Sign, noncommercial and public service.~~

~~“Sign, noncommercial and public service” means any sign devoted to religious, charitable, cultural, governmental or educational messages, including but not limited to the advertising of events sponsored by a governmental agency, school, church, civic or fraternal organization, or other organizations not engaged in activities for profit. [Ord. 3-89].~~

27.06.210 Sign, nonconforming.

“Sign, nonconforming” means a sign which is not in conformance with the provisions of this code.

27.06.215 Sign, off-premises.

“Sign, off-premises” means a sign relating, ~~through its message and content~~, to a business activity, use, product, or service not available on the premises upon which the sign is erected.

~~27.06.220 Sign, off-premises directional.~~

~~“Sign, off-premises directional” means an off-premises sign used to direct pedestrian or vehicular traffic to a facility, service, or business located on other premises. The message of such sign shall not include any reference to brand names of products or services, whether or not available on such other premises; provided, that the name of the facility, service or business may be used.~~

27.06.225 Sign, on-premises.

“Sign, on-premises” means a sign ~~which displays messages which are strictly applicable only relating to a lawful business activity, use, of product, or service available on~~ the premises ~~upon which it is located, including signs or the~~ sign ~~devices indicating the business transacted, principal services rendered, goods sold or produced on the premises, name of business, and name of the person, firm or corporation occupying the premises is erected~~. Such definition shall not include signs located within a business establishment except signs oriented so as to be visible through a window.

~~27.06.230 Sign, political.~~

~~“Sign, political” means signs advertising a candidate for public, elective office or a political party, or signs urging a particular vote or action on a public issue decided by ballot, whether partisan or nonpartisan.~~

27.06.235 Sign, portable.

“Sign, portable” means a sign which is not permanently affixed and is designed for or capable of being moved, and is constructed of wood, metal, or plastic durable materials containing a hinge mechanism for folding (commonly referred to as sandwich board or a-frame signs). Portable signs to do not include ~~except~~ those signs explicitly designed for people to carry on their persons or which are permanently affixed to motor vehicles.

27.06.240 Sign, primary.

“Sign, primary” means any sign which is not exempt from provisions of this title. ~~This term includes virtually all signs of a business nature.~~

27.06.245 Sign, projecting.

“Sign, projecting” means a sign other than a wall sign which projects from and is supported by a wall of a structure.

~~27.06.250 Sign, residential district identification.~~

~~“Sign, residential district identification” means an off-premises sign which gives the name of a group of residential structures, such as a subdivision or cluster development.~~

27.06.255 Sign, roof.

“Sign, roof” means a sign erected upon or above a roof or parapet of a building or structure.

27.06.260 Sign, rotating.

“Sign, rotating” means any sign that revolves on a fixed axis.

~~27.06.265 Sign, subdivision.~~

~~“Sign, subdivision” means a sign used to identify a land development which is to be or was accomplished at essentially one time.~~

27.06.270 Sign, temporary.

“Sign, temporary” means any sign which is to be displayed for a limited period of time

only, including but not limited to banners, pendants, streamers, fabric signs, wind animated objects, clusters of flags, festoons of lights and search lights. A temporary sign may be of rigid or non-rigid construction.

~~27.06.275 Sign, temporary merchandising.~~

~~“Sign, temporary merchandising” means a temporary sign attached to a storefront window and used to advertise a particular event, product or service.~~

27.06.280 Sign, under marquee.

“Sign, under marquee” means a sign attached to the underside of a marquee.

27.06.285 Sign, wall.

“Sign, wall” means any sign painted, attached or erected against the wall of a building or structure, with the exposed face of the sign on a plane parallel to the plane of the wall to which it is attached. The sign shall not extend above any adjacent parapet or roof of the supporting building, nor project more than 18 inches from the wall.

27.06.290 Sign, window.

“Sign, window” means any sign located inside and affixed to or inside and within three feet of windows of a building, which may be visible from the exterior of the building.

27.06.292 Sign, window – permanent.

“Sign, window – permanent” means any window sign designed to withstand fading, chipping or peeling over time that is not constructed of cloth, canvas, vinyl, paper, plywood, fabric, or other lightweight material.

27.06.293 Sign, window – temporary.

“Sign, window – temporary” means any window sign that is composed of ink, paint or other applied product which is not designed to withstand fading, chipping or peeling over time or that is constructed of cloth, canvas, vinyl, paper, plywood, fabric, or other lightweight material not well suited to provided a durable substrate.

27.06.295 Sign structure.

“Sign structure” means any structure which supports or is designed to support any sign as defined in this chapter. A sign structure may be a single pole or may be an integral part of the building.

27.06.300 Single business.

“Single business” means a building with one enterprise on a separate parcel of land.

27.06.305 Special sign permit.

“Special sign permit” means a permit which allows a sign to exceed dimensional standards and which is issued only after special review and finding that it meets criteria allowing for such exception.

27.06.310 Structure.

“Structure” means anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

27.06.315 Surface area.

“Surface area” means the greatest area of a sign visible from any one viewpoint, excluding sign support structure which does not form part of the sign proper or of the display.

“Surface area” includes only one face of a multiple-faced sign.

27.06.320 ~~Uniform~~International Building Code.

“~~Uniform~~International Building Code” means the ~~Uniform~~International Building Code (UBC), promulgated by the International Conference of Building Officials, as adopted by the city.

27.06.325 Uniform Sign Code.

“Uniform Sign Code” means the Uniform Sign Code, promulgated by the International Conference of Building Officials, adopted by the city.

27.06.330 Visible.

“Visible” means capable of being seen (whether or not legible) without visual aid by persons of normal visual acuity.

Section 4. Richland Municipal Code Chapter 27.08, entitled Code Provisions, as enacted by Ordinance No. 3-89, and last amended by Ordinance No. 15-11, is hereby amended to read as follows:

**Chapter 27.08
CODE PROVISIONS**

Sections:

27.08.010 General standards for signs.

27.08.020 Standards specific to temporary signs.

~~27.08.020-030~~ Standards specific to ~~zones~~ permanent signs.

~~27.08.030 040~~ Special provisions.

~~27.08.040 Temporary political signs.~~

27.08.050 Substitution of message.

27.08.010 General standards for signs.

Signs shall be constructed and maintained in compliance with this chapter, the city building code, and all other applicable ordinances. The allowable type of signs, their placement, and other limitations shall be according to the standards established in this section. Provisions for the various use districts under the city comprehensive zoning ordinance may establish standards in addition to, or more restrictive than, the standards in this section.

A. General Provisions.

1. Structural. The structure and erection of signs within the city of Richland shall be governed by the current edition of the Uniform Sign Code as adopted by the city of Richland and by the currently applicable ~~Uniform~~International Building Code as adopted by the city of Richland. Compliance with these adopted codes shall be prerequisite to issuance of a sign permit.

2. Electrical. Electrical requirements for signs within the city of Richland shall be governed by the requirements, standards, rules, and regulations established by the state of Washington and adopted by the city of Richland (Chapter 296-46 WAC). Compliance therewith shall be required by every sign utilizing electrical energy as a prerequisite to issuance of a sign permit.

3. Light and Glare from Signs. Illumination from or upon any sign shall be shaded, shielded, directed, or reduced so as to avoid brightness, glare, or reflection of light in excess of that recommended by the Illumination Society of America to avoid unreasonable distraction by pedestrians or motorists. Illumination shall not exceed that necessary to make the sign visible to the average person on the street adjacent to the sign.

4. Maintenance. All signs shall be constantly maintained in a state of security, safety, and repair. If any sign is found not to be so maintained or is insecurely fastened or otherwise dangerous, it shall be the duty of the owner and/or occupant of the premises on which the sign is fastened to repair or remove the sign within five days after receiving written notice from the sign code administrator.

5. Obstruction. No sign shall be located so as to physically obstruct any door, window, or exit from a building. No sign shall be located so as to be hazardous to a motorist's ingress and egress from parking areas or any way open to the public. No sign shall be located so as to be hazardous to a pedestrian's access to any way open to the public.

6. Inspection. All sign users shall permit periodic inspection of their sign(s) by the city upon request.

7. Conflicting Provisions. Whenever any provisions of this title overlap or conflict with regard to size or placement of a sign, the more restrictive provision shall apply.

B. Specific Provisions.

1. Freestanding Signs. A freestanding sign may be located at the property or building line, provided it complies with Chapter 12.11 RMC (Intersection Sight Distance) and the sign is located entirely behind the property or building line.

2. Building Mounted Signs. Wall signs shall not extend above the point of intersection of the building wall to which the sign is attached and the building roof except that wall signs may extend to the top of a parapet wall. Wall signs and projecting signs may project over public property within the limits established in Chapter 27.10 RMC (Measurements). The

structural support for projecting signs shall be an integral part of the sign design or shall be concealed from view. All structural support for projecting signs shall be entirely from the building wall or parapet from which the sign projects.

3. Marquee Awnings or Canopy Signs. Marquee awnings or canopy signs shall be mounted flat against the face of the marquee or canopy and shall not extend below the bottom face to which attached. One ~~identification~~ sign per user is permitted on the underside of a marquee or canopy. Such ~~identification~~ signs shall be mounted perpendicular to the building face and located at the main entrance of use. No other projecting signs relating to the user shall be visible from beneath the marquee or canopy.

~~4. Gasoline Price Signs. Gasoline price signs shall be located entirely within the property boundaries of the station use and shall be permanently mounted. Gasoline price signs shall not be included in determining the permissible number of freestanding signs.~~

~~45.~~ Window Signs. Window signs shall not be included in determining the number of primary signs nor in determining the permissible sign area for each facade.

~~56.~~ Roof Signs. All roof signs shall be constructed in such a way that they appear as an architectural blade or penthouse and are finished in such a manner that the visual appearance from all sides is such that they appear to be a part of the building itself. Roof signs shall be erected in such a manner that there is no visible support structure.

C. Signs Prohibited in All Zones. Except where otherwise provided in this chapter, the following signs or displays are prohibited:

1. Signs which are an imitation of or resemble an official traffic sign or signal.

~~2. A sign that moves or gives the appearance of moving and any sign which flutters, undulates, swings, rotates, oscillates or otherwise moves by natural or artificial means, including any pennant but excluding banners displayed in compliance with the provisions of this title.~~

~~32.~~ Signs which, by reason of their size, location, movement, ~~content~~, coloring, or manner of illumination, may be confused with or construed as a traffic control sign, signal, or device, or the light of an emergency vehicle, or which obstruct the visibility of any traffic or street sign or signal device.

~~43.~~ Signs or displays consisting of strings of lights, spinners, twirlers or propellers, flashing, rotating, or blinking lights, flares, balloons, bubble machines, and similar devices of a carnival nature, or containing elements creating sound or smell.

~~4. Signs identifying activities, products, businesses, or services which have been discontinued for more than 60 days on the premises upon which the signs are located.~~

~~5. Private signs on utility poles.~~ Abandoned signs, except as authorized by RMC 27.08.030(I).

6. Signs on utility poles.

~~7~~6. Search lights, banners, clusters of flags, posters, pennants, and streamers.

~~8~~7. Billboards.

~~8. Directional signs nonofficial in nature.~~

9. Signs for which a permit is required and which are erected, altered, or relocated without, or in violation of, the terms and conditions of a current and valid permit issued by the city of Richland.

~~10. Window signs containing material unrelated to the merchandise for sale or service performed by the person or business on whose premises or property the sign is located~~
Except as otherwise permitted herein, off-premises commercial signs.

~~11. Off-premises signs.~~ Except as otherwise permitted herein, portable signs.

~~12. Portable signs.~~

Prohibited signs and displays are subject to removal and abatement by the city at the expense of the persons owning or maintaining such sign or display as provided in Chapter 27.12 RMC.

D. Signs Projecting Over Public Right-of-Way.

1. Projecting signs extending over public right-of-way shall be erected with clearance and projection limitations as set forth in Chapter 27.10 RMC (Measurements); provided, that in no case shall any sign be permitted to extend beyond the curb line.

2. If a public need arises, any sign permitted to extend over public right-of-way shall be removed or altered within 10 days of receiving written notice from the sign code administrator.

E. Signs Near Intersections. All signs located at street or driveway/street intersections shall be placed so as not to constitute a safety hazard and shall be constructed to comply with the requirements of Chapter 12.11 RMC (Intersection Sight Distance). Freestanding signs located at street intersections may be placed at the property line or building line subject to the limitations above.

~~F. Temporary Signs Permitted. Permissible temporary signs and their applicable limitations are as follows:~~

27.08.020 Standards specific to temporary signs.

A. Purpose. The city finds that the proliferation of temporary signs is a distraction to the traveling public and creates aesthetic blight and litter that threatens the public's health, safety, and welfare. The purpose of these regulations is to limit distractions to the traveling

public and minimize aesthetic blight and litter caused by temporary signs by allowing temporary signs only in the time, place and manner specified in this section.

B. General Requirements of Temporary Signs. Temporary signs are allowed only in compliance with the provisions of this section.

1. Except as otherwise permitted herein, a temporary sign may be displayed for no more than 180 days per calendar year; temporary signs related to an event may be displayed for no longer than 180 consecutive days per calendar year and must be removed no later than fourteen (14) days after the event.

~~Construction Signs. These may be erected after a building permit has been obtained and may remain displayed on the construction site for the duration of construction. Only one such sign (which may be double faced) is permitted per construction project for each public street upon which the project fronts. Measurement limitations shall be in accordance with Table 27.10.020(D). General construction signs shall be removed upon completion of construction. Construction signs in single family residential zones shall be removed by the date of first occupancy.~~

~~2. Grand Opening and Special Event Displays. Signs, posters, banners, strings of lights or flags, balloons and search lights are permitted for a period of 30 days only to announce the opening of a completely new enterprise or the opening of an enterprise under new management. In addition, every business is permitted to utilize these displays for one other special event each year. Such displays are not exempt from permit requirements and are permitted only in districts where the enterprise so advertised is allowed under district zoning regulations.~~

~~3. Real Estate Signs. All exterior real estate signs shall be of durable material. The permitted signs and their limits are:~~

2. The following elements are prohibited on temporary signs:

a. Any form of illumination, including flashing, blinking, or rotating lights;

b. Animation;

c. Reflective materials; and

d. Attachments, including, but not limited to, balloons, ribbons, speakers, etc.

3. Temporary signs may be placed in the right-of-way if they meet all of the following standards:

a. The sign must be placed entirely outside of the roadway;

b. The sign must not be placed in medians, traffic islands, roundabouts, or other areas within the roadway;

- c. The sign must not obstruct pedestrian or wheelchair access to the sidewalk;
- d. The sign must not be placed in parking spaces, pedestrian pathways, or bicycle paths;
- e. The sign must remain portable and may not be attached or anchored in any way to trees or to public property including, but not limited to, utility or light poles, parking meters, fences, or pavement.

4. Public Spaces. Temporary signs shall not be placed in any public park, trail, open space, or other public space, except for those signs placed by the City.

5. Chapter 27.12 RMC notwithstanding, the city may promptly remove or cause to be removed any temporary signs that do not comply with any requirement of this title.

C. Residential Zoning Districts and Uses. Temporary signs on property or on the exterior of a structure located within a residential zoning district or dedicated to a residential use are allowed in compliance with the following:

1. Single Family and Medium Density Zoning Districts. Temporary signs are allowed in single family (R-1-12, R-1-10) and medium density (R-2, R-2S) zoning districts in compliance with the following:

- a. The sign is for a non-commercial purpose;
- b. The sign is constructed of durable material;
- c. The sign must be a freestanding sign;
- d. Only one sign is allowed per street frontage; and
- e. A sign may not exceed six (6) square feet in size. If the sign is post-mounted on the ground, it shall not exceed five (5) feet in height. If the sign is stake-mounted or portable, it shall not exceed three (3) feet in height.

2. Temporary Signs in Multi-family Residential Zoning Districts and Approved Manufactured Home Parks. Temporary signs on property or on the exterior of a structure located within a multi-family residential (R-3) zoning district and manufactured home parks are allowed in compliance with the following:

- a. The sign is for a non-commercial purpose;
- b. The sign is constructed of durable material;
- c. The sign must be a freestanding sign;
- d. Only one sign is allowed per street frontage; and
- e. A sign may not exceed six (6) square feet in size. If the sign is post-mounted on the

ground, it shall not exceed five (5) feet in height. If the sign is stake-mounted or portable, it shall not exceed three (3) feet in height.

3. Notwithstanding anything in this title to the contrary, the standards of this subsection apply to residential uses located in non-residential zoning districts.

D. Temporary Signs in Non-residential Zoning Districts.

1. Temporary Signs on property or on the exterior of a structure located within a non-residential zoning district or dedicated to a non-residential use are allowed in compliance with the following:

a. One wall sign is allowed per building, not to exceed sixteen (16) square feet in size.

b. The sign is constructed of durable material;

c. The sign is not illuminated;

d. One freestanding sign is allowed per street frontage;

e. A freestanding sign may not exceed sixteen (16) square feet in size. If the sign is post-mounted on the ground, it shall not exceed five (5) feet in height. If the sign is stake-mounted or portable, it shall not exceed three (3) feet in height.

2. Notwithstanding anything in this title to the contrary, the standards of this subsection apply to non-residential uses located in residential zoning districts.

~~Residential For Sale and Sold Signs. Limited to one sign per street frontage and in conformance with measurements required by Table 27.10.020(D).~~

~~b. Residential Directional Open House Signs. The number of open house signs permitted, both on-premises and off-premises, shall be a prerogative of the sign code administrator. Open house signs are permitted only during open house hours.~~

~~c. Commercial and Industrial Property for Sale or Rent Signs. One sign per street frontage shall be permitted while the building or part thereof is actually for sale or rent. Dimensioning shall conform to Table 27.10.020(D).~~

~~d. Residential Land Subdivision Sale Signs. Limited to one double-faced sign placed at right angle to the street or two signs parallel to the street dimensioned per Table 27.10.020(D). Such signs shall be removed after 12 months or when 90 percent of the houses in the subdivision are sold or occupied, whichever is shorter.~~

~~e. Subdivision Directional Signs. Limited to four signs and placed only by the developer or residents of the subdivision at locations designated by the sign code administrator. The signs shall bear only the name of the subdivision and a directional arrow. Signs shall be maintained by the developer and removed at the end of one year or when 90 percent of the subdivision is occupied, whichever first occurs.~~

~~f. Undeveloped Residential Property or Acreage for Sale Signs. For sale signs for undeveloped multiple-family zoned property or for undeveloped, unsubdivided single-family acreage, which may be legally divided into four or more single lots, shall meet the same limitations as those for undeveloped commercial and industrial property for sale signs as set forth in subsection (F)(3)(c) of this section.~~

~~4. Political Campaign Signs. Refer to RMC 27.08.040.~~

~~a. Off-Premises Signs. Off-premises signs shall be placed only after securing the consent of the owner or tenant of the property upon which the sign is placed. Placement locations of off-premises signs shall be approved by the sign code administrator. Off-premises signs, when located off the public right-of-way, shall observe setback requirements and shall be located to conform with sight obstruction requirements of Chapter 12.11 RMC. Signs identifying a group of businesses in a defined area, such as a shopping center or mall, may be located in the public right-of-way. Such signs shall include space for at least four businesses and the name of the business area. No business name shall be listed more than once on a business area sign. [Ord. 3-89].~~

27.08.020030 Standards specific to ~~zones~~ permanent signs.

A. Floodplain, Agricultural, Public Reserve, Single-Family, and Duplex Residential Zones. This subsection shall apply to all areas zoned floodplain (FP), agricultural (AG), public reserve (PR), suburban agriculture (SAG), and all areas zoned suburban residential (R-1) through high-density residential (R-2).

~~1. Residential Uses. Residential uses are permitted identification signs, indicating only the name of the occupant and/or street address of the unit. One (1) permanent sign may be displayed at a premises for which a home occupation permit has been issued pursuant to Chapter 23.42 of this code. The sign must comply with the size limitations set forth in Table 27.10.020(A).~~

~~2. Signs for Other Permitted Uses. Signs for nonresidential uses permitted in the district shall be limited to identification signs, except that home occupations shall be limited to the size limitations set forth for residential identification signs in Table 27.10.020(A).~~

~~23. Permanent Subdivision of Neighborhood Designation Signs. Signs shall One (1) permanent sign may be displayed at each entrance to a subdivision or recognized neighborhood, up to a maximum of four signs. The sign must be unobtrusive, in keeping with the character of the neighborhood, and constructed of quality materials, as approved in advance by the sign code administrator. The signs must comply with the size and location limitations of Chapter 27.10 RMC, Measurements.~~

~~34. All signs shall be in accordance with Chapter 27.10 RMC, Measurements.~~

B. Apartments and Manufactured Home Parks. This subsection shall apply to all areas zoned multiple-family residential (R-3) and all approved manufactured home parks.

1. ~~Sign Regulations.~~ Apartment buildings and manufactured home parks are permitted one ~~identification~~ (1) building-mounted sign and one (1) freestanding sign per street frontage. For the purpose of determining the limit on number of signs for apartments, a single apartment complex, regardless of the number of buildings, shall be considered one "building."

2. One permanent sign may be displayed at each entrance to a subdivision or recognized neighborhood, up to a maximum of four (4) signs. The sign(s) must be unobtrusive, in keeping with the character of the neighborhood, and constructed of quality materials, as approved in advance by the sign code administrator. The signs must comply with the size and location limitations of Chapter 27.10 RMC, Measurements.

32. All signs shall be in accordance with Chapter 27.10 RMC, Measurements.

C. Neighborhood Business Districts. This subsection shall apply to all areas zoned neighborhood business (C-1).

1. Except as provided in subsection (C)(2) of this section, permitted signs and their regulation shall be the same as those zoned limited business (C-LB).

2. Where signs for permitted uses are not visible to residential uses, or are located more than 200 feet from residential uses, the size limitations of the C-2 and C-3 zoning districts shall apply.

3. All signs shall be in accordance with Chapter 27.10 RMC, Measurements.

D. Limited Business District. This subsection shall apply to all areas zoned limited business (C-LB) with the exception that apartment buildings in the limited business district shall be regulated by subsection (B) of this section.

1. Permitted signs are as follows: No more than one freestanding ~~business-identification~~ sign is permitted unless the property faces on more than one street or unless the property contains multiple buildings that house multiple businesses. In such cases, each street frontage shall be permitted one freestanding ~~business-identification~~ sign or each building shall be permitted one freestanding ~~business-identification~~ sign, whichever is greater. One building mounted ~~business-identification~~ sign is permitted per street frontage on each building.

2. Buildings Facing on More Than One Street. Buildings or building complexes on street corner locations are permitted a maximum of one freestanding sign per street frontage; provided, that each freestanding sign must be located on a different street and must be more than 100 feet apart, measured in straight line between signs. Buildings or building complexes which extend through a block to face on two parallel streets are permitted one freestanding sign per street frontage.

3. All signs shall be in accordance with Chapter 27.10 RMC, Measurements.

E. General Business Districts. This subsection shall apply to all areas zoned commercial recreation (C-R), retail business (C-2), or general business (C-3).

1. Permitted Signs. Permitted signs and their regulations in the retail business, commercial recreation, commercial winery and general business districts shall be the same as those in the limited business district (subsection (D) of this section) with the following additions:

a. Freeway interchange signs are permitted, provided such signs are located on the freeway side of a line 350 feet from and parallel to the interchange right-of-way. The interchange right-of-way shall begin at a point along the freeway 1,500 feet from the center of the street passing over and under the freeway.

~~b. Freestanding signs which incorporate the features of an automatic changing sign or an electronic changing sign may, when assuring 25 percent of the message will be devoted to public service time temperature, exceed the maximum size allowed by 15 percent.~~

~~b~~b. Where freeway interchange signs are permitted or where more than one freestanding sign is permitted, the total allowable surface area may be increased by a multiplier of two; provided, that no individual freestanding sign shall exceed 240 square feet in surface area.

~~d~~c. All signs shall be in accordance with Chapter 27.10 RMC, Measurements.

F. Central Business District. This subsection shall apply to all areas zoned central business district (CBD).

1. Permitted Signs. Permitted signs and their regulations in the central business district shall be the same as those in the limited business district (subsection (D) of this section) with the following additions:

~~a. Freestanding signs which incorporate the features of an automatic changing sign or an electronic changing sign may, when assuring 25 percent of the message will be devoted to public service time temperature, exceed the maximum size allowed by 15 percent.~~

~~b~~a. Where more than one freestanding sign is permitted, the total allowable surface area may be increased by a multiplier of two; provided, that no individual freestanding sign shall exceed 240 square feet in surface area.

~~e~~b. All signs shall be in accordance with Chapter 27.10 RMC, Measurements.

2. Supplemental Sign Standards for the Uptown District – Purpose. These supplemental sign standards are put in place to encourage the installation and maintenance of signs that complement and enhance the ~~Googie/Populuxe~~ style of architecture that is prevalent in the Uptown Shopping Center. Signs located within the uptown district as defined in RMC 23.22.040, Plate 2, shall comply with the following standards and with all sign standards applicable in the central business district. Wherever there is conflict between

general sign standards applicable to the central business district and the following specific sign standards, the following specific sign standards shall control:

a. All signs shall be constructed of durable, weather resistant and easily maintainable materials. No exposed or painted construction grade plywood is permitted on any sign;

b. Whenever signs are placed on an awning or a roof, the applicant shall demonstrate that the awning or roof is able to support the imposed loads of the proposed sign, or that the design of the roof or awning supporting the sign incorporates adequate structural elements to support the sign;

c. Any channel letters included on any sign shall not exceed a maximum size of 16 inches in width and 24 inches in height;

~~d. Any corporate or business logo/symbol included on any sign shall not exceed a maximum size of 12 square feet and a maximum width or height of four feet;~~

~~ed~~. Structural supporting elements shall be incorporated in such a fashion so that they appear to be an integral architectural and aesthetic element of the sign;

~~fe~~. Roof signs shall meet the following criteria:

i. Roof signs may extend up to a maximum of five feet above the intersection of the sign and the building wall or parapet wall. Roof signs may be attached to or placed above a mansard type roof;

ii. Signs attached to a mansard shall be placed in a structure or box extending from the perimeter of the sign face back to the building wall or parapet or mansard roof. Said box shall be either perpendicular to the plane of the sign face or perpendicular to the main building wall.

iii. The base of any channel letters shall extend a minimum of 18 inches above the top of the parapet or building wall supporting the mansard.

iv. No backlit or internally illuminated or “can” type signs shall be permitted on the roof of any building.

~~gf~~. When constructed in conjunction with an awning, “architectural blade” type signs mounted on a building wall may project horizontally a maximum of six feet over the public sidewalk. Where there is no awning present, “blade” type signs may project horizontally a maximum of four feet over the public sidewalk. In all cases the lowest portion of any blade sign shall be placed at least eight feet in height above the public sidewalk.

~~hg~~. Signs may be located on the face of an awning subject to the following criteria:

i. If the sign is a “can” type then the sign box should be constructed to extend from the perimeter of the sign face back to the edge of the fascia a maximum distance of 12 inches.

- ii. The sign must be installed so that the base is flush with the bottom of the awning.
- iii. The height of the sign face shall not be more than 150 percent of the height of the awning fascia.

G. Industrial and Manufacturing Districts. This subsection shall apply to all areas zoned limited manufacturing (I-1), medium industrial (I-M), and heavy manufacturing (M-2).

1. Permitted Signs. Permitted signs and their regulations shall be the same as those in the central business, commercial recreation, and general business districts (see subsections (E) and (F) of this section) ~~except for permanent industrial park or subdivision designation signs. For the purpose of this subsection, "industrial park or subdivision" shall mean a tract of land which is subdivided and developed according to a comprehensive plan and for use by a community of industries, with streets and utilities installed before sites are sold or leased to prospective occupants.~~

2. All signs shall be in accordance with Chapter 27.10 RMC, Measurements

H. Permanent Signs at Fuel Stations and Fuel Stations/Mini-Marts. In addition to signage otherwise permitted herein, a lawfully established automobile service station or fuel station/mini-mart may have one (1) additional sign that meets the requirements of Chapter 27.10 RMC, Measurements, per street frontage. The sign must be permanently mounted.

I. Permanent on-premises sign(s) on property that is vacant and unoccupied for a period of six (6) months or more shall be removed or maintained in lieu of removal. When the property owner elects to maintain in lieu of removal, the sign(s) and supporting structure shall be maintained in accordance with the following:

a. Signs shall be kept free of rust, dirt and chipped, cracked or peeling paint.

b. All hanging, dangling, torn or frayed parts of signs shall be promptly repaired and graffiti and unauthorized attachments shall be removed.

c. Burned-out illumination shall be replaced immediately.

d. Sign areas shall be kept free and clear of all noxious substances, rubbish, and weeds.

e. If a sign is removed from its supporting structure for longer than sixty (60) days, the supporting structure shall be removed.

f. Any sign deemed unsafe by a Building Official shall be removed or fixed within three (3) days of written notice.

27.08.030040 Special provisions.

The following special provisions are provided to address situations posing unique signage requirements:

A. Signs Subject to Approval by the Planning Commission. The following signs may be

approved by the planning commission, provided they meet the criteria listed, unless waived by the commission:

1. Freestanding, off-premises signs located at the entrance ~~of to~~ a business center area ~~and identifying a group of businesses by name~~ will be allowed if the following criteria exist:

a. When the businesses do not have adequate ability to allow their patrons to see their business location by using allowable signage in this chapter.

b. Permission to locate the sign has been given, in writing, by the property owner where the sign is to be located.

c. The sign meets the structural requirements of the Uniform Sign Code.

d. The sign may be lighted.

e. Letters ~~in the business listing~~ may not be greater than eight inches in height.

f. The sign must be made of a durable material.

g. The sign must not exceed 15 feet in height.

h. The sign may not exceed 45 square feet.

~~i. The sign must allow all businesses to be listed.~~

~~j.~~ i. The sign may be double faced.

~~k.~~ j. The sign must not be located in a residential zone.

~~2. Locator map signs located near entrances to the city may be allowed subject to the following criteria:~~

~~a. The map is designed to show different types of land usage in the city.~~

~~b. The map should also list location of all emergency facilities located in the city.~~

~~c. The sign must not exceed 60 square feet in total size.~~

~~d. The sign may not exceed 10 feet in total height.~~

~~e. Permission to locate the sign must be given, in writing, by the property owner.~~

~~f. A pullout area must be located by the sign to allow people to pull off the roadway to read the sign.~~

~~g. The sign must meet the structural criteria of the Uniform Sign Code.~~

~~h. The sign must be of durable material.~~

~~i. The sign must be lighted.~~

~~j. The sign must not be located in a residential zone.~~

~~3. Business location directory signs may be allowed subject to the following criteria:~~

~~a. All businesses located in the area for which the directory pertains are allowed to be listed.~~

~~b. The sign must conform to the structural criteria of the Uniform Sign Code.~~

~~c. The sign does not exceed 48 square feet.~~

~~d. The sign can be multifaced.~~

~~e. The sign does not exceed five feet in height.~~

~~f. The sign is not located in such a place that it will obstruct either pedestrian or automobile traffic.~~

~~g. The sign must be placed at least three feet to the right or left of the entrance into any building, or eight feet from the building face.~~

~~h. The sign must not be located in a residential zone.~~

42. Freestanding signs on high school or college campuses may be allowed in addition to those signs permitted under Table 27.10.020(A), subject to the following criteria:

a. Only one sign, not exceeding 64 square feet in area, may be permitted.

b. The sign shall not exceed 20 feet in height.

c. The sign shall meet minimum building setback requirements so that it will not obstruct either pedestrian or automobile traffic.

d. The sign shall be oriented so that it does not directly face adjacent residential properties.

e. If the sign contains an electronic reader board or is otherwise illuminated, all lighting shall be turned off between the hours of 10:00 p.m. and 7:00 a.m.

f. Notice of the public meeting held to review an application for a freestanding sign shall be provided through posting of the site at the proposed sign location.

B. Signs Subject to Approval by the City Manager or ~~His~~ Designee. Signs may be approved by the city manager or ~~his~~ designee subject to the criteria set forth herein:

1. ~~Business center on-premises and off-premises signs will~~ One (1) freestanding sign within 500 feet of an entrance to a business center may be allowed, subject to ~~if~~ the

following criteria ~~are met~~:

- a. ~~The S~~sign shall be located within 500 feet of an entrance into the business center or shall be located on a property that is included within the business center.
- b. The sign is located within a C-2, C-3, or B-C zoning district.
- c. Permission to locate the sign has been given to the sign permit applicant, in writing, from the property owner where the sign is to be located.
- d. If the business center is five acres in area, or less, or contains less than 100,000 square feet of gross floor area of retail business uses the maximum sign size permitted under this section is 150 square feet and the maximum sign height is 25 feet. If the business center totals more than five acres, and contains more than 100,000 square feet of gross floor area of retail business uses, the maximum sign size is 240 square feet and the maximum sign height is 40 feet. If the business center totals 40 acres or more, and contains more than 200,000 square feet of gross floor area of retail business uses, the maximum sign size is 350 square feet and the maximum sign height is 50 feet.
- e. ~~Business-center signs~~ The sign may double ~~their~~ its otherwise allowable size in square feet when ~~they are~~ located on the freeway side of a line 350 feet from and parallel to the interchange right-of-way. The interchange right-of-way shall begin at a point along the freeway 1,500 feet from the center of the street passing over and under the freeway. Signs constructed pursuant to the provisions of this subsection may be constructed to 80 feet in height; provided, that any ~~business-center~~ sign must be located more than 300 feet from a single-family residential zoning district (R-1 or R-2); and further provided, that any ~~business-center~~ sign increased in size as provided by this section shall not be eligible for further sign size increases as provided for in RMC 27.08.~~020030~~(E)(1)(ab).
- f. ~~Business-center signs~~ The sign shall be non-illuminated or internally illuminated only and shall not include any electronic reader boards or flashing signs.
- g. The maximum size of a ~~business-center~~ sign issued under this section shall be determined as follows:
 - i. Fifty square feet shall be allotted for each business ~~represented on in~~ the ~~sign~~ business center plus 50 square feet ~~for the business-center name~~, but in no case shall a ~~business center~~ sign exceed the size limitations identified in subsection (B)(1)(d) of this section. ~~Business-center signs~~ Signs issued under this section that may double in size by virtue of their proximity to a grade separated interchange as specified in subsection (B)(1)(e) of this section may allot 100 square feet for each business ~~represented on the sign plus 100 square feet for in~~ the business center ~~name~~ plus 100 square feet.
 - h. No portion of a ~~business-center sign devoted to a single-business~~ sign shall exceed 100 square feet in area or 200 square feet in area if the sign meets the criteria contained in subsection (B)(1)(e) of this section. No portion of a ~~business-center sign devoted to a~~

~~single-business~~ sign shall be less than 10 percent of the total sign area as determined in subsection (B)(1)(g) of this section.

i. A business center that totals less than five acres in area shall be permitted a maximum of one sign, either on- or off-premises. Business centers five acres and larger but less than 40 acres shall be permitted a maximum of two ~~business-center~~ signs, but only one such sign shall be off-premises. Business centers 40 acres or larger shall be permitted a maximum of three ~~business-center~~ signs, but only one such sign shall be off-premises.

j. ~~Businesses~~ A business located in a business center that ~~are named on a business center~~ has erected a sign under this section shall not be allowed additional freestanding ~~business-identification~~ signs on the same street or highway frontage that the ~~business center~~ sign is located on.

k. Freestanding ~~business-center~~ signs issued under this section must be separated from other freestanding signs on the same frontage by a horizontal distance of at least twice the total height of the two signs.

~~l. All business-center signs shall include the name of the business center. At least 10 percent of the total sign area shall be devoted to the name of the business center.~~

~~m.~~ Applicants for a business center sign shall submit an application that identifies all of the properties that are to be included within a proposed business center and shall identify the size, location and number of all proposed ~~business-center~~ signs. Additionally, an agreement signed by all property owners included within the proposed business center shall accompany said application for a proposed ~~business-center~~ sign. The agreement shall specify that the property owners:

i. Agree to be included within the proposed business center;

ii. Agree to the boundaries of the proposed business center. Business centers shall consist of properties that are adjacent to or abutting each other. (Properties that are separated only by a public right-of-way are considered to be adjacent to each other for the purposes of this section.);

iii. Agree to the proposed name of the business center;

iv. Agree to the number and locations of all proposed ~~business-center~~ signs; and

v. Provide for an entity which shall be responsible for determining ~~which businesses within the business center are included on the business center signs and~~ how maintenance of the signs will be provided.

Said agreement shall be signed and recorded and shall be binding upon the current and future owners of the property within the proposed business center.

~~2. Freestanding off-premises directional signs for an individual business or organization~~

~~will be allowed when a freestanding off-premises business area sign is not allowable and the following criteria are met:~~

- ~~a. Locating the entrance to the business can only be determined with the use of such sign.~~
- ~~b. Permission to locate such sign must be given in writing by the property owner where the sign is to be located and must be approved by the sign code administrator.~~
- ~~c. The sign may be lighted.~~
- ~~d. The sign does not exceed 20 square feet.~~
- ~~e. Only one sign per entrance will be allowed, with a maximum of two for each business.~~
- ~~f. The letters for the name of the business shall be not less than four or more than eight inches in height.~~
- ~~g. The sign does not carry any other type of advertising except as to the name and location of the business.~~
- ~~h. The height of the sign does not exceed eight feet.~~
- ~~i. The sign must meet the structural criteria of the Uniform Sign Code.~~
- ~~j. The sign may be double faced.~~

32. Portable signs located immediately in front of a business will be allowed when the following criteria are met:

- a. No such sign will be allowed on city right-of-way or real property; provided, however, that such signs are allowed in the Parkway and Uptown Overlay Districts.
- b. The sign is up only during business hours.
- c. The sign is placed in such a manner that it is at least four feet from the building and two feet from the curb.
- d. The sign is placed at least three feet to the right or the left of the entrance to the building or eight feet from the building face.
- e. No portion of any portable sign shall be closer than 10 feet to another portable sign.
- f. The sign will be placed in the same location each time and anchored in such a manner as it meets the criteria set forth in the Uniform Sign Code.
- g. The sign will meet the structural criteria set forth in the Uniform Sign Code.
- h. The sign must not exceed five feet in height.

i. The sign must not exceed 12 square feet.

~~j. The sign must not be the primary sign of the business.~~

~~kj.~~ Only one such sign will be allowed per business.

~~lk.~~ The sign must be made of a durable material and be maintained according to this code.

~~43.~~ Community ~~b~~Banners may be erected over city streets ~~will be allowed~~ when the following criteria are met:

a. Community ~~b~~Banners shall generally be made of non-durable material ~~and used for a relatively short period of time.~~

b. Community ~~b~~Banners will be allowed over city streets ~~are allowed~~ only in preselected locations approved by the city manager or ~~his~~ designee.

c. Community ~~b~~Banners must meet a general physical condition approval of the administrator.

~~d. Street banners are for the announcing of public or charitable events.~~

~~ed.~~ Duration of exhibiting a ~~community~~ banner is limited to one (1) week ~~prior to a specific event, and must be removed promptly after the event's conclusion.~~

~~f. Community banners for long-term events may stay in place for the duration of the event so long as the event does not exceed four months and the banner remains unweathered.~~

~~ge.~~ Any banner over a city street must be a minimum of 16 feet from the street surface.

f. Any banner must be for a non-commercial use or purpose.

~~54.~~ Streetside ~~community~~ banners will be allowed when the following criteria are met:

a. Generally pole mounted banners shall be made of nondurable material such as woven fabric or approved plastic material.

~~b. Streetside banners either designate business area within the city, announce a public or charitable event, promote economic development, or are seasonal decoration.~~

~~eb.~~ Streetside banners shall only be displayed for as long as the banners remain in good condition. Banners that are weathered beyond their intended use, as determined by the city manager or ~~his~~ designee, shall be removed or replaced.

c. Duration of exhibiting a streetside banner is limited to one (1) week.

~~d. Special event banners will follow the same time criteria as in subsection (B)(5)(c) of this section.~~

ed. Any banner on a pedestrian right-of-way must be a minimum of eight (8) feet from the sidewalk surface.

fe. These banners must meet all safety standards and codes for both pedestrian and vehicular traffic.

gf. The decision as to the appropriateness, size, location, and physical conditions of streetside banners will be that of the city manager or his designee.

hg. Streetside community banners shall be located only on the following designated street sections:

- i. Columbia Center Boulevard from Columbia Park Trail south to city limits;
- ii. Columbia Park Trail from east city limits to SR 240 Overpass and from Queensgate Drive to Malibu Private Road;
- iii. Columbia Point Drive;
- iv. Duportail Street from Queensgate Drive to Keene Road;
- v. Fowler Street from east city limits to Georgia Avenue;
- vi. Gage Boulevard from east city limits to Keene Road;
- vii. George Washington Way from I-182 to McMurray Street;
- viii. Jadwin Avenue from George Washington Way to Stevens Drive;
- ix. Keene Road, from approximately 1,200 feet east of Queensgate Boulevard to approximately 600 feet west of Queensgate Boulevard;
- x. Kennedy Road between Duportail Street and west city limits;
- xi. Lee Boulevard from Howard Amon Park to Thayer Drive;
- xii. Leslie Road from Gage Boulevard to the abandoned railroad right-of-way;
- xiii. Queensgate Drive from Keene Road to Truman Avenue;
- xiv. Spaulding Avenue from Columbia Park Trail to Fowler Street;
- xv. Sprout Street;
- xvi. Stevens Drive between Lee Boulevard and Williams Boulevard and between the bypass highway and Horn Rapids Road;
- xvii. Swift Boulevard from George Washington Way to Long Avenue;
- xviii. Symons Street from George Washington Way to Jadwin Avenue;

- xix. Tapteal Drive from Steptoe Street to Columbia Center Boulevard;
- xx. Torbett Street from George Washington Way to Jadwin Avenue;
- xxi. Truman Avenue;
- xxii. Van Giesen Street from George Washington Way to Jadwin Avenue; and between Alder Avenue and Wright Avenue;
- xxiii. Wellsian Way from Aaron Drive to Lee Boulevard; and
- xxiv. Williams Boulevard from George Washington Way to Jadwin Avenue;
- xxv. Streetside banners may also be permitted on street sections in addition to those included in the above list, if such street section(s) is the determination of the city manager or ~~his~~ designee that the street section is primarily located in an area that abuts commercial land uses.

~~6. Sponsored banners shall be subject to the criteria set forward in subsection (B)(4) of this section and shall be subject to approval by the Richland city council or their designee.~~

~~7~~5. Streetside signs will be allowed when the following criteria are met:

a. Signs shall be of durable construction.

b. ~~Announce public or charitable event, or are seasonal decorations~~ Duration of exhibiting a streetside sign is limited to one (1) week.

~~c. The allowable duration of exhibiting will be the same time criteria as in subsection (B)(5)(c) of this section, with the exception of designation of business area signs. Business area designation signs may remain in place as long as they are accurate.~~

~~d~~c. Any streetside sign extending over a pedestrian right-of-way must be a minimum of eight feet from the sidewalk surface.

~~e~~d. Any sign of this nature which extends over a vehicular right-of-way must be a minimum of 16 feet above the roadway surface.

~~f~~e. All signs must meet public safety standards and codes.

~~g~~f. The decision as to the ~~appropriateness~~, size, location and physical conditions of streetside signs will be that of the sign code administrator.

27.08.040050 Temporary political signs Substitution of message.

A non-commercial message may be substituted, in whole or in part, for any other message displayed on any sign which conforms to this title without consideration of message content. Such substitution of message may be made without any additional approval, permitting, registration or notice. Any on-site commercial message may be

substituted for any other on-site commercial message.

~~A. Purpose.~~

~~1. The purpose of this section is to protect the city from visual pollution or litter resulting from the posting of election signs beyond election campaign periods, while at the same time protecting the citizens' right to express political ideology and support of particular candidates or public issues freely.~~

~~2. Any political sign which is erected within the city of Richland shall be the sole responsibility of the individual or group erecting such sign. Such sign or signs shall comply with all laws of the state of Washington with regard to the information that must be contained thereon, and in the event that there appears thereon no name for the group or individual sponsoring such sign, the individual or organization on whose behalf the sign is erected as determined by the message inscribed thereon shall be responsible for the sign.~~

~~3. Public Notice Unaffected. Nothing in this section shall be construed to prohibit the placement of public notices required by law.~~

~~B. Political Headquarters Signs.~~

~~1. Party Headquarters. On premises political signs are permitted on the premises of political headquarters located in the business districts and in commercial and manufacturing districts, so long as the signs meet the requirements of those districts.~~

~~2. Headquarters for Candidate or Ballot Issue. On premises political signs are permitted on the premises of the headquarters of a candidate for elective public office or on the headquarters of persons supporting or opposing a public issue decided by ballot, when such headquarters are located in the business districts and in commercial and manufacturing districts.~~

~~C. Placement of Temporary Political Signs.~~

~~1. It is unlawful for any person to place, paste, paint, affix, or fasten on any utility pole, or on or immediately adjacent to the sidewalk, roadway, or on any public building or structure, or in any dedicated public park, any such sign, poster, or bill, or other advertising device when such facilities are located on public property or within public easement.~~

~~2. Signs, posters, or bills promoting or publicizing candidates for public office or issues that are to be voted upon in a general or special election may be displayed on private property with the expressed permission of the owner or person entitled to possession thereof.~~

~~3. No temporary political sign placed on private property shall exceed 32 square feet in area.~~

~~4. All temporary political signs shall observe the following minimum setbacks along public streets:~~

~~a. Where sidewalks are provided, signs shall be located so that no portion thereof shall be closer than one foot from the sidewalk, on either side.~~

~~b. Where no sidewalk exists, signs shall be located a minimum of five feet from the curb, or where no curb exists, from the roadway or parking area edge.~~

~~c. At street intersections, signs exceeding 30 inches in height shall be located a minimum of 20 feet from the intersection, as measured along the street.~~

~~5. No political sign shall in any way interfere with or obstruct any traffic control device or in any other manner interfere with the control of traffic on the streets of the city of Richland.~~

~~D. Duty to Remove Temporary Political Signs.~~

~~1. It is the duty of a political candidate to remove those temporary political signs authorized by his/her committee within 24 hours of being notified by the sign code administrator to do so.~~

~~2. It is the duty of the responsible officer of a political committee proposing or opposing a ballot issue to remove its temporary political signs within 24 hours of being notified by the sign code administrator to do so.~~

~~3. Removal of Signs Following Election. Any such sign, poster, or bill shall be removed within 10 days following an election. It shall be the responsibility of the above campaign officer or responsible official to have the signs, posters, or bills removed.~~

~~E. Abatement.~~

~~1. The display of any political sign in violation of this section shall be presumed to have been done at the direction and request of the campaign officer or responsible official.~~

~~2. If any political candidate or committee fails to remove his/her/its temporary political signs within 24 hours of being informed by the sign code administrator to do so, the administrator may, with the consent of the rightful occupier of the land upon which the temporary political sign is posted, or pursuant to a lawfully issued warrant, enter upon such land and remove such sign.~~

~~3. No person, after proper demand is made pursuant to a lawful warrant, shall fail to permit the sign code administrator to enter promptly and to remove such sign. The cost of such entry and abatement shall be paid by the candidate or political committee whose sign is removed; provided, the rightful occupier of the land rather than a candidate or political committee shall be liable for such costs if the candidate or political committee is denied access to a sign to effect its removal.~~

~~4. The sign code administrator may request the assistance of the city attorney in procuring search warrants or recovering costs enforcing this section. [Ord. 3-89; Ord. 23-94].~~

Section 5. Richland Municipal Code Chapter 27.10, entitled Measurements, as enacted by Ordinance No. 3-89, and last amended by Ordinance No. 04-09, is hereby amended to read as follows:

Chapter 27.10 MEASUREMENTS

Sections:

27.10.010 General provisions.

27.10.020 Tables.

27.10.010 General provisions.

Measurement of signs regulated by this code shall be in accordance with the definitions set forth in Chapter 27.06 RMC (Definitions) and with Tables 27.10.020(A), (B), [and](#) (C); ~~and (D).~~

27.10.020 Tables.

The following tables are hereby incorporated in this code:

A. Table 27.10.020(A) – General Provisions;

B. Table 27.10.020(B) – Specific Provisions; [and](#)

C. Table 27.10.020(C) – Maximum Number of Signs. ~~and~~

~~D. Table 27.10.020(D) – Temporary Signs.~~

MEASUREMENTS

**TABLE 27.10.020(A)
– GENERAL PROVISIONS**

ZONING DISTRICT	TYPE OF SIGN	MAXIMUM NO. OF SIGNS ALLOWED	MAXIMUM HEIGHT OF SIGN	MAXIMUM SIZE OF SIGN	FORMULA FOR COMPUTING MAX. SIGN AREA (SIZE)	MINIMUM SETBACKS
B-C , C-2, C-3, CBD, CR, I-1, I-M, M-2	Bldg. Mounted	Varies – See Table 27.10.020(C)	Height of bldg.	300 sq. ft.	20% of largest facade	
	Freestanding	1 per street frontage ^(b)	30 ft.	240 sq. ft.	12 x square root of F (F = longest building wall)	Center 2/3 of frontage or 15 feet from side property lines
C-1, C-LB, CW and WF CW	Bldg. Mounted	1 per street frontage or user	Height of bldg.	100 sq. ft.	10% of building facade.	
	Freestanding	1 per street frontage ^(b)	20 ft.	40 sq. ft.	1 sq. ft. per foot of building frontage	Center 2/3 of frontage or 15 feet from side property lines
R-3	Bldg. Mounted	1 per street frontage	15 ft.	32 sq. ft.	2 sq. ft. per dwelling	
	Freestanding	1 per street frontage ^(b)	8 ft.	32 sq. ft.	2 sq. ft. per dwelling	Building setback
	Res. ID Sign			2 sq. ft.		

ZONING DISTRICT	TYPE OF SIGN	MAXIMUM NO. OF SIGNS ALLOWED	MAXIMUM HEIGHT OF SIGN	MAXIMUM SIZE OF SIGN	FORMULA FOR COMPUTING MAX. SIGN AREA (SIZE)	MINIMUM SETBACKS
R-2, R-1M, R-1L, R-1, SAG, AG, FP, PR and PUD	Signs for Nonresidential Uses (Bldg. Mounted)	1	25 ft.	50 sq. ft.		
	<u>Bldg. Mounted</u> Signs for Nonresidential Uses (Freestanding) (<u>Wall signs</u>)	1	16 ft.	32 sq. ft.		Building setback or 0 if 150 ft. away from any residence
	Subdivision or Neighborhood Designation Signs <u>located near entrance to subdivision or neighborhood</u>	1 per entrance, maximum of 4 per subdivision/neighborhood	4 ft.	32 sq. ft.		Between building line and property or within right-of-way if okayed by city engineer.

- (a) In multiple-business centers, the facade area for each tenant or user is derived by measuring only the surface of the exterior of the premises actually used by the tenant or user.
- (b) Where more than one sign is permitted, there shall be a minimum distance of 100 feet between signs.

MEASUREMENTS

**TABLE 27.10.020(B)
– SPECIFIC PROVISIONS**

TYPE OF SIGN	MAXIMUM SIZE/AREA	FORMULA	MAXIMUM HEIGHT	MAXIMUM PROJECTION ALLOWED	MINIMUM SETBACK	MINIMUM CLEARANCE	OTHER
Wall Signs	Varies per zone	Varies per zone	Top of bldg. wall	18 inches	N/A	8' if sign projects more than 6 inches	May project over public property
Projecting Signs	Varies per zone	Varies per zone	1' above bldg. wall	– 8' from bldg. face – 30" over public sidewalks	N/A	10'	
Marquee and Canopy Signs	Varies per zone	Varies per zone	1' above face attached to	1' from face attached to	N/A	10'	
Identification Signs under Marquees and Canopies	6 sq. ft.	N/A	N/A	N/A	N/A	8'	Maximum of 2' below canopy or marquee
Gasoline Price Signs authorized by RMC 27.08.030(H)	12 sq. ft.	N/A	N/A	N/A	Behind Property Line	N/A	1 per street frontage

TYPE OF SIGN	MAXIMUM SIZE/AREA	FORMULA	MAXIMUM HEIGHT	MAXIMUM PROJECTION ALLOWED	MINIMUM SETBACK	MINIMUM CLEARANCE	OTHER
Window Signs	15 sq. ft. or 10% of window area, whichever is less	N/A	N/A	N/A	N/A	N/A	
Freeway Interchange Signs	240 sq. ft.	12 x square root of F (F = longest building wall)	80'	N/A	Behind Property Line	N/A	
Industrial Park/Subdivision Signs	100-sq-ft./entrance	N/A	30'	N/A	Behind Property Line	N/A	May be within right-of-way with approval of city engineer

MEASUREMENTS

**TABLE 27.10.020(C)
– MAXIMUM NUMBER OF SIGNS**

(C-2, C-3, CBD, CR, CW, I-1, I-M, and M-2 ZONES)

SURFACE AREA OF LARGEST BUILDING FACADE	MAXIMUM NUMBER OF SIGNS
Less than 500 square feet	3
500 square feet – 1,499 square feet	4
1,500 square feet – 2,999 square feet	5
Over 3,000 square feet	6
ADDITIONAL PROVISIONS: – Building located at intersection – add one sign. – Buildings with more than 3,000 sq. ft. on one facade are permitted one sign for each clearly differentiated business use with a separate exterior entrance, in addition to the six allotted above. – Where the maximum number of signs allowed above is not sufficient to allow at least one sign for each tenant or user of a building, the maximum number shall be increased to ensure that all tenants or users are allowed on building-mounted signs.	

**MEASUREMENTS
TABLE 27.10.020(D)
—TEMPORARY SIGNS**

TYPE OF SIGN	MAXIMUM AREA	MAXIMUM HEIGHT	MINIMUM SETBACK	MAXIMUM PROJECTION ALLOWED	OTHER
Construction Signs—General	64-sq. ft.	10-sq. ft.	10 ft. from property line	N/A	
Construction Signs—Single-Family Residential	8-sq. ft.	N/A	10 ft. from property line	N/A	
Residential—For Sale or Sold	6-sq. ft.	N/A	Wholly on property	N/A	
Residential Directional—Open House	6-sq. ft.	N/A	Wholly on property for one (1)	N/A	Directional may be placed along property of public right-of-way
Commercial and Industrial Property for Sale or Rent	32-sq. ft.	8-sq. ft.	15 ft. from property line	N/A	
Residential Land Subdivision	32-sq. ft.	8-sq. ft.	30 ft. from abutting owner's property line	Not beyond building line	
Residential Land Subdivision Directional	4-sq. ft.	N/A	N/A	N/A	Placement maximum 1 mile distance from entrance
Political	32-sq. ft.		Totally behind sidewalk or 5 feet from curb		

Section 6. Richland Municipal Code Section 27.12.010, entitled Administration and inspection, as enacted by Ordinance No. 3-89, and last amended by Ordinance No. 31-03, is hereby amended to read as follows:

27.12.010 Administration and inspection.

A. Administration. The sign code administrator shall be the community development director ~~deputy city manager for community and development services~~ or ~~his~~ designee. The sign code administrator is authorized and directed to enforce and carry out all provisions of this code, and for that purpose is authorized to formulate, adopt, and enforce rules, regulations, and procedures consistent with the purposes and requirements of this code.

B. Inspection. The sign code administrator may, with the consent of the occupant or owner, or pursuant to a lawfully issued warrant, enter or inspect any building, structure, or premises in the city, upon which, or in connection with which a sign, as defined by this code, is located for the purpose of inspection of the sign, its structural integrity, and to ensure compliance with the provisions of this code.

Section 7. 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 5th day of February, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: February 10, 2019



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Resolutions – Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 03-19, Authorizing After-Tax Contributions on 401(a) Plan No. 107162, Governmental Money Purchase Plan & Trust

Department:

Administrative Services

Ordinance/Resolution Number:

03-19

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 03-19, authorizing the City Manager to sign and execute an agreement with ICMA-RC to add the after-tax contribution feature to the City of Richland's 401(a) Plan No. 107162, Governmental Money Purchase Plan & Trust.

Summary:

The City of Richland's 401(a) Plan No. 107162, Governmental Money Purchase Plan & Trust with ICMA Retirement Corporation ("Plan") was established for the purpose of providing reasonable retirement security for employees as well as assisting in the attraction and retention of personnel.

The City is committed to providing its qualified plan participants (employees) with increased flexibility to contribute additional voluntary funds (after-tax) into the Plan outside of their initial irrevocable election. This flexibility is offered in an effort to allow employees to fund their accounts to the maximum allowable by law. On April 19, 2016, adoption of Resolution No. 94-16 restated and amended the City of Richland 401(a) Plan No. 107162, which in part included the section that disallowed qualified participant after-tax contributions into the Plan.

The City's plan participants may desire to contribute additional after-tax funds into the Plan, in addition to their irrevocable pre-tax election, to increase their retirement savings. The City will not incur any additional fees by implementing the after-tax contribution feature in the Plan. The only impact to the City will be the minimal staff time required for the initial payroll setup, and processing after-tax contribution requests through payroll deductions.

Resolution No. 03-19 authorizes an after-tax contribution feature in the City's 401(a) Plan allowing qualified participants to contribute into the Plan outside of the loans from their own vested assets. The after-tax contribution feature will be implemented in accordance with the requirements as set forth in the resolution.

Staff recommends adoption of Resolution No. 03-19.

Fiscal Impact:

None.

Attachments:

- I. Resolution No. 03-19

RESOLUTION NO. 03-19

A RESOLUTION of the City of Richland amending the Adoption Agreement of City of Richland 401(a) Plan No. 107162, Governmental Money Purchase Plan & Trust, Authorizing After-tax Contributions.

WHEREAS, the City of Richland ("Employer") has employees rendering valuable services that adhere to the benefit of the City; and

WHEREAS, Employer has established a 401(a) Governmental Money Purchase Plan & Trust ("the Plan") for such employees that serves the interest of Employer by enabling it to: 1) provide reasonable retirement security for its employees; 2) exercise increased flexibility in its personnel management system; and 3) attract and retain competent employees; and

WHEREAS, Resolution No. 93-16 affirmed prior actions taken related to the Plan administered by International City/County Management Association Retirement Corporation (ICMA-RC) and, in part, disallowed participant after-tax contributions to the Plan; and

WHEREAS, Employer has determined that amending the Plan Adoption Agreement allowing participants to contribute after-tax dollars into their own vested assets provides an additional benefit to those participating in the Plan without added cost to Employer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the qualified City of Richland 401(a) Plan No. 107162, Money Purchase Plan & Trust is hereby amended to authorize participant after-tax contributions as follows:

1. After-tax contributions may be elected by an eligible participant as determined by Employer for administrative purposes and not inconsistent with the amended Plan Adoption Agreement ("**Attachment A**"); and
2. An eligible participant may discontinue such contributions at any time subject to administrative requirements designated by the City; and
3. Ongoing participant voluntary and revocable after-tax contributions of wages may be elected on a bi-weekly basis; and
4. One-time participant voluntary and revocable after-tax contributions of wages may be elected during a tax year; and
5. Participant and Employer pre-tax contributions and participant voluntary after-tax contributions combined shall not exceed the Internal Revenue Service ("IRS") contribution limits for the tax year; and
6. When contribution reductions are necessary to ensure the IRS contribution limit is not exceeded in a given tax year, contributions shall be reduced in the following order: first, participant voluntary after-tax contributions; second, participant pre-tax contributions; third, Employer match pre-tax contributions; fourth, Employer non-match pre-tax contributions; and

7. When Employer-match pre-tax contributions and/or Employer non-match pre-tax contributions are reduced to comply with IRS limits for the tax year, the reduced Employer contributions are forfeited and normal Employer match and non-match pre-tax contributions shall resume beginning the new tax year.

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 5th day of February, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number 107162

The Employer hereby establishes a Money Purchase Plan and Trust to be known as CITY OF RICHLAND - Savings Plan #3 (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☒ Yes ☐ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

CITY OF RICHLAND - Savings Plan #3

I. Employer: CITY OF RICHLAND

II. Effective Dates

- ☒ 1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: January 1, 2016

(Note: An alternate effective date can be no earlier than January 1, 2007.)

- ☐ 2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

- ☐ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)
- ☒ The twelve (12) consecutive month period commencing on 01/01 and each anniversary thereof.

IV. Normal Retirement Age shall be age 55.0 (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Attachment A

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☒ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☒ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) All Regular Part Time unless excluded by CBA

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

- ☒ A. Employer Contributions. The Employer shall contribute on behalf of each Participant App. A % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).
Mandatory Participant Contributions

☐ are required ☒ are not required

to be eligible for this Employer Contribution.

- ☒ B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes ☒ No

Attachment A

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☒ Yes ☐ No

Contribution Schedule.

- (i) App. A % of Earnings,
- (ii) \$ _____, or
- (iii) a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

☒ Yes ☐ No ("**Yes**" is the default provision under the Plan if no selection is made.)

- ☒ C. **Election Window** (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of 60 days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- ☐ A. **Fixed Employer Match of Voluntary After-Tax Participant Contributions.** The Employer shall contribute on behalf of each Participant ____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed ____% of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.
- ☐ B. **Variable Employer Match of Voluntary After-Tax Participant Contributions.** The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):
____% of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding ____% of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

Attachment A

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☒ Yes ☐ No (***"No" is the default provision under the Plan if no selection is made.***)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY for pre-tax contributions; After-tax contributions see Appendix B

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☒ Yes ☐ No (***"Yes" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes ☒ No (***"No" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

Attachment A

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime
☐ Yes ☒ No
2. Bonuses
☐ Yes ☒ No
3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:
☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)
2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

☒ Effective Date is 1/1/2007.

(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: 1/1 through 12/31
3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. 1/1/2007

(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

Attachment A

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	100 %
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- ☐ Normal Retirement Age
☒ Age 70½ (***“70½” is the default provision under the Plan if no selection is made.***)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- ☒ Yes ☐ No (***“Yes” is the default provision under the plan if no selection is made.***)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- ☐ Yes ☒ No (***“No” is the default provision under the Plan if no selection is made.***)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- ☒ Yes ☐ No (***“No” is the default provision under the Plan if no selection is made.***)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- ☐ Yes ☒ No (***“No” is the default provision under the Plan if no selection is made.***)

Attachment A

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (***"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.***)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- ☐ All Eligible Employees
- ☐ Other: _____

Final Pay shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- ☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- ☐ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to _____ % (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

Attachment A

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- ☐ All Eligible Employees
- ☐ Other: _____

Accrued Leave shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

- ☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- ☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- ☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____ % of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

- ☐ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____ % (insert fixed percentage of accrued unpaid leave to be contributed) or up to _____ % (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

Attachment A

- XVIII.** The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.
- XIX.** An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this 5 day of February, 2019.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

By: _____

Print Name: Cynthia D Reents

Print Name: Erica McFarquhar

Title: City Manager

Title: Vice President, Benefits Counsel

Attest: Cathleen Koch

Attest: _____



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303

ICMA Retirement Corporation Governmental Money Purchase Plan & Trust
Plan #107162 Employee 401(a) Adoption Agreement
Appendix A, Page 1 – 4/19/2016

Section VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows:

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

- A. (x) Employer Contributions. The Employer shall contribute on behalf of each Participant: Amount identified in the current (or future amended) Compensation Plan for Unaffiliated Employees and/or the Collective Bargaining Agreement (as applicable) % of Earnings or Mandatory Participant Contributions.

Mandatory Participant Contributions

(x) are required () are not required

to be eligible for this Employer Contribution.

- B. (x) Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations or Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

(x) Yes

() No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

(x) Yes

() No

Contribution Schedule.

- C. (i): Amount identified in the current (or future amended) Compensation Plan for Unaffiliated Employees and/or the Collective Bargaining Agreement (as applicable) % of Earnings,
(ii) \$ _____, or
(iii) a whole percentage of Earnings between the range of _____ (insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage

and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up. The Employer hereby elects to "pick up" the Mandatory Participant Contributions (pick up is required if Option A is not selected).

☒ (x) Yes ☐ () No ("Yes" is the default provision under the Plan if no selection is made.)

ICMA Retirement Corporation Governmental Money Purchase Plan & Trust
Plan #107162 Employee 401(a) Adoption Agreement
Appendix B, Page 1 – 12/18/2018

VI. CONTRIBUTION PROVISIONS

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY for pre-tax contributions; by March 31 of the year following the prior calendar year for after-tax contributions

ICMA Retirement Corporation Governmental Money Purchase Plan & Trust
Plan #107162 Employee 401(a) Adoption Agreement
Appendix A, Page 1 – 4/19/2016

Section VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows:

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

- A. (x) Employer Contributions. The Employer shall contribute on behalf of each Participant: Amount identified in the current (or future amended) Compensation Plan for Unaffiliated Employees and/or the Collective Bargaining Agreement (as applicable) % of Earnings or Mandatory Participant Contributions.

Mandatory Participant Contributions

(x) are required () are not required

to be eligible for this Employer Contribution.

- B. (x) Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations or Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

(x) Yes () No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

(x) Yes () No

Contribution Schedule.

- C. (i): Amount identified in the current (or future amended) Compensation Plan for Unaffiliated Employees and/or the Collective Bargaining Agreement (as applicable) % of Earnings,
(ii) \$ _____, or
(iii) a whole percentage of Earnings between the range of _____ (insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage

Attachment A

CONTRACT NO. 111-16

APPENDIX A – 4/19/2016

Page 2

and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up. The Employer hereby elects to "pick up" the Mandatory Participant Contributions (pick up is required if Option A is not selected).

☒ (x) Yes ☐ () No ("Yes" is the default provision under the Plan if no selection is made.)

ICMA Retirement Corporation Governmental Money Purchase Plan & Trust
Plan #107162 Employee 401(a) Adoption Agreement
Appendix B, Page 1 – 02/05/19

VI. CONTRIBUTION PROVISIONS

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY for pre-tax contributions; **by March 31 of the year following the prior calendar year for after-tax contributions**



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 10-19, Authorizing an Interlocal Agreement with Kennewick Irrigation District for Conversion of the Lorayne J Water System

Department:
Public Works

Ordinance/Resolution Number:
10-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 10-19, authorizing the City Manager to sign and execute an interlocal agreement with Kennewick Irrigation District for absorption of the Lorayne J subdivision into the City's water system.

Summary:

In 2015, the Kennewick Irrigation District (KID) and the Washington State Department of Health (DOH) approached City staff regarding their concerns about the Lorayne J subdivision's water system. That system, operated by KID, was failing to meet state and federal standards for drinking water quality. KID and DOH proposed absorption of the subdivision into the City's drinking water system as the solution to the water quality issues.

City Council provided direction regarding the City's participation in this matter. City Council's direction required that: 1) the subdivision annex into the City; 2) the subdivision comply with water service standards provided in the municipal code; and 3) absorption into the City not impose a cost burden on Richland residents.

The parties have negotiated a proposed interlocal agreement to finalize absorption of the Lorayne J subdivision. Annexation was complete in November, 2018. DOH has provided a funding agreement in support of new infrastructure to serve the subdivision (also on tonight's agenda). These agreements complete the infrastructure funding package and ensure that KID irrigation service will remain available in the neighborhood.

If the interlocal agreement is approved, Council will be presented later in 2019 with a construction contract award to perform the construction. Once construction is complete, either in late 2019 or early 2020, Lorayne J residents will begin receiving Richland water service.

Staff recommends adoption of Resolution 10-19, authorizing execution of the proposed interlocal agreement with KID.

Fiscal Impact:

Council amended the 2019 budget via Ordinance No. 03-19 to support this project. The City will utilize a Washington State Department of Health loan to fund the conversion construction expenses. Construction and staff costs will be reimbursed by the loan. KID is responsible for repaying the loan. This funding structure will result in the City having no unpaid expenses related to conversion construction.

Attachments:

1. Resolution No. 10-19
2. COR KID Lorayne J interlocal - 1-29-2018

RESOLUTION NO. 10-19

A RESOLUTION of the City of Richland authorizing an interlocal agreement with the Kennewick Irrigation District regarding absorption of the Lorayne J subdivision water system into the City's water distribution system.

WHEREAS, the Lorayne J subdivision was annexed into the City of Richland in November, 2018; and

WHEREAS, the Lorayne J subdivision was originally developed in the 1970s using an on-site well for its water supply; and

WHEREAS, for the past several decades, Kennewick Irrigation District (KID) has operated the Lorayne J water system; and

WHEREAS, in 2015, KID and the Washington State Department of Health (DOH) determined that the Lorayne J water wells were delivering water out of compliance with state and federal drinking water standards; and

WHEREAS, in response to the water quality compliance issues, KID asked the City to supply water to the Lorayne J subdivision through the emergency intertie between the City's drinking water system and the Lorayne J system; and

WHEREAS, in late 2015, KID and DOH sought the City's participation in a solution to the Lorayne J water system issues; and

WHEREAS, in May of 2016, DOH funded a feasibility study performed by City staff regarding absorbing the Lorayne J subdivision into the City's water service area; and

WHEREAS, in 2016, the City entered into an agreement with KID setting the terms for KID's long-term use of the emergency intertie; and

WHEREAS, in 2017, the City amended the emergency intertie use agreement to extend the term of use; and

WHEREAS, in 2018, DOH extended a loan funding offer to the City for the infrastructure improvements identified in the 2016 feasibility study; and

WHEREAS, the loan offer includes a provision to forgive fifty percent (50%) of the loan principal; and

WHEREAS, the City has negotiated an interlocal agreement with KID whereby KID will provide funding for project expenses in excess of the amount covered by the forgiven loan principal; and

WHEREAS, upon execution of the interlocal and funding agreements, staff will proceed with engineering design, which will require future Council action to award a construction contract for the infrastructure project; and

WHEREAS, this interlocal agreement will further the goal of improving the quality of water served to Richland residents within the Lorayne J subdivision.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the Kennewick Irrigation District for the Lorayne J water system transition.

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 5th day of February, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

INTERLOCAL COOPERATION AGREEMENT
FOR TRANSFER OF THE LORAYNE J WATER SYSTEM AND SERVICE AREA
TO THE CITY OF RICHLAND

This Interlocal Cooperation Agreement for the Transfer of the Lorayne J Water System to the City of Richland is entered into this _____ day of _____, 2019, by and between the KENNEWICK IRRIGATION DISTRICT (“KID”), a Washington special purpose district, and the CITY OF RICHLAND (“City”), a Washington municipal corporation. KID and the City are referred to collectively as the “Parties.”

RECITALS

WHEREAS, KID owns, manages and operates that certain water system (“System”) known as Lorayne J, PWD ID # 532204, which System is located within the City of Richland in Benton County, Washington; and

WHEREAS, the System includes deep wells as its water sources; and

WHEREAS, the City has historically cooperated with KID regarding the operation of said System through an emergency intertie, which supplemented the System’s water sources during equipment failures or planned maintenance; and

WHEREAS, since 2016, the System’s wells have been out of service due to the presence of contaminants that result in non-compliance with state and federal drinking water standards; and

WHEREAS, since taking the wells out of service, the emergency intertie has been in continuous service; and

WHEREAS, KID, in consultation with the Washington State Department of Health, has determined that consolidation of the System with the City’s potable water system is the preferred solution to the System’s water source contamination; and

WHEREAS, KID desires to transfer the System to the City, and acknowledges the infrastructure for the System is at or near the end of its useful life and will require significant repair or replacement to bring the System up to City standards in order to complete transfer of the System to the City; and

WHEREAS, the City has acquired loan financing from the Washington State Department of Health to support upgrading the System’s infrastructure to City standards; and

WHEREAS, Richland Municipal Code Section 18.16.080 prohibits the use of the City’s potable water system for automated landscape irrigation uses in most areas of Richland south of the Yakima River; and

WHEREAS, the City requires new customers located south of the Yakima River to use a separate non-potable source for automated landscape irrigation use, and intends to apply this requirement to the Lorayne J customers; and

WHEREAS, KID's System is capable of providing landscape irrigation service to the Lorayne J customers, and KID intends to continue this service; and

WHEREAS, the City is willing to take ownership of the System's service area and customer accounts in order to resolve the water quality concerns of Richland residents, subject to the System infrastructure being improved to meet City standards and the KID maintaining non-potable landscape irrigation service to the customers; and

WHEREAS, KID and the City recognize their mutual interests will be served through the completion of these transactions, and recognize the need to work collaboratively toward that end.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

I. PURPOSE

This agreement is entered into pursuant to RCW 39.34 as an Interlocal Cooperative Agreement between the Parties. The purpose of this Agreement is to provide a framework for the transfer of the Lorayne J Water System and service area from the KID to the City for the purposes of potable water service and for the termination of the System as a potable water system subject to Washington State Department of Health regulation.

II. ADMINISTRATION

The individuals identified herein are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing. The City's representative shall be the Public Works Director or authorized designee. KID's representative shall be the District Manager or authorized designee.

III. TERM

This Agreement shall be effective upon executed by the last signing party after approval is granted by each party's legislative body. The Agreement shall continue in effect until final payment by KID of the financial obligations identified herein. A copy of this Interlocal Agreement shall be filed with the Benton County Auditor as provided by Chapter 39.34 RCW.

IV. LORAYNE J WATER SYSTEM TRANSFER

1. Transfer of the Lorayne J Water System. The System being transferred by KID to the City includes the following:

- a. The City acknowledges that real property transferred from KID to the City is subject to easements, reservations, covenants, restrictions and other encumbrances of record;
 - b. Appurtenances associated with Lorayne J PWS # to include customer service components incorporated into the City's potable water delivery system such as meter boxes and valves;
 - c. 118 customer accounts being served.
2. Property and Obligations Excluded from Transfer of Lorayne J. The following assets, property, lien rights and obligations are excluded from the transfer:
 - a. LORAYNE J RANCH #1 DECLARATION OF COVENANT A#90-16271 9/27/90. BLOCK 2, LOT 10. And associated Lorayne J wells, storage reservoir and pump house and appurtenant infrastructure;
 - b. All assets/personal property associated with the Lorayne J Irrigation System including pipelines, valves and customer service connections.
3. Infrastructure Improvements. The City intends to construct a new potable water distribution system to enable potable water service to each platted lot within the Lorayne J service area. The new distribution system will consist of water distribution pipelines, valves, fire hydrants, service lines, meter boxes and meters. All of these elements will become the property and responsibility of the City. The City's construction contract will modify the water service connection to each served lot such that the potable service provided by the City will be physically separate from the non-potable service connection to be served by KID. The newly established service connections between the KID's Lorayne J Irrigation System and each customer's landscape irrigation system shall become the property and responsibility of the KID, once any contractual warranty period included in the City's construction contract expires. The City's construction contract will also modify KID's System to remove fire hydrants from the KID's Lorayne J Irrigation System and establish such new flushing capabilities as required by the KID. The modified Lorayne J Irrigation System will be owned and maintained by the KID. The City's construction contract is not intended to make improvements to the remaining KID System, but only to effectively separate the System from the City's new water distribution system. Should the City's design require replacement of KID System components, replacement components shall conform to KID specifications. The City will provide KID with a reasonable opportunity to review and comment on the City's engineering plans. KID will provide written comments to the City no later than thirty (30) calendar days after receipt of plans from the City, or KID's right to comment will be deemed waived.
4. Infrastructure Financing. The City has secured a loan from the Washington State Department of Health (DOH) to fund the infrastructure improvements. The total eligible

cost covered by the loan is \$1,842,130. The loan terms include a 50% principle forgiveness.

- a. Utilizing DOH loan proceeds, the City will design, bid and award a construction contract for the improvements to the Lorayne J Water System and modifications to the Lorayne J Irrigation System.
 - b. The Parties estimate that the total project costs to improve the water system will be approximately \$1,842,130 as stated in the DOH loan awarded to the City. The Parties acknowledge that the final loan amount may be more or less than the actual project costs. Project costs in excess of those covered by the DOH loan are the responsibility of the Lorayne J water users, and reimbursement for those costs shall be collected by KID and remitted to the City.
 - c. In the event construction pricing is higher than the estimated amount, the City will consult with KID to select the path forward to complete the consolidation. The path forward may include: 1) rejecting all bids and rebidding the project; or 2) assembling additional funding from the Washington State Department of Health and/or the Lorayne J water users.
 - d. KID shall be responsible for funding all project costs, including Department of Health loan costs and project cost overruns not eligible for coverage under the loan. No City funds will be expended to cover any project costs.
 - i. KID will pay the City \$921,065 to retire 50% of the DOH loan. KID agrees to release these funds in a lump sum to the City of Richland within 90 days of the City's execution of a construction contract or thirty (30) calendar days before the City's first required debt service payment, whichever occurs first. KID agrees to release the funds noted herein within ten (10) calendar days of receiving notice from the City that payment is due.
 - ii. Within thirty (30) calendar days after closeout of the City's construction contract, the City will provide KID with an accounting of the project costs. If the total project costs are less than the full amount of the DOH loan, the City will refund the amount of KID's funds left unused, after accounting for the 50% loan forgiveness and any project costs deemed necessary but ineligible for DOH loan coverage. If the total project costs are more than the full amount available through the DOH loan, the City will invoice KID for the full amount of the project costs not covered by the DOH loan.
5. Closing. The Parties agree the closing for the transfer of the Lorayne J Water System and service area to the City will take place no later than thirty (30) calendar days after completion of the required infrastructure improvements to upgrade the System to City standards. Closing will be considered complete when the City notifies KID in writing that the new potable water distribution system has been accepted by the City. The KID shall be responsible for any modifications to, or termination of, DOH operating permits and

regulatory reporting for the Lorayne J Water System. This obligation on the KID shall survive termination of this Agreement.

6. Non-Potable Landscape Irrigation Service to Lorayne J properties. KID agrees to provide non-potable landscape irrigation water to the 118 served properties after the new drinking water system is constructed and in operation. KID shall preserve this service indefinitely at service levels equivalent to or greater than that available to other KID irrigation customers. This Section 6 shall survive termination of this Agreement.
7. Interim Operation of Lorayne J System Pending Closing. The Parties agree that during the interim period, until transfer under this Interlocal Agreement is completed, KID will continue its management and operation of the Lorayne J Water System, and the City agrees to extend its existing Water Delivery Agreement during that interim period.
8. Customer Communication and Billing.
 - a. The City and KID will work cooperatively to inform and educate the Lorayne J customers on the construction schedule timing.
 - b. The City and KID will work together to transition the billing of customers to the City of Richland.

V. INDEMNIFICATION

1. City Indemnification. The City agrees to and shall defend, indemnify, and hold harmless the KID, its appointed and elective officials, officers, agents, and employees, from and against all loss or expense, including, but not limited to: judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the KID, its elected or appointed officials, officers, agents, or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the City, its elected officials, officers, employees, or their agents, except when such injury or damage shall have been occasioned by the sole negligence of the KID, its appointed or elected officials, officers, agents, or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.
2. KID Indemnification. The KID agrees to and shall defend, indemnify, and hold harmless the City, its appointed and elective officials, officers, agents, and employees, from and against all loss or expense, including, but not limited to: judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the City, its elected or appointed officials, officers, agents, or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the KID, its elected officials, officers, employees, or their agents, except when such injury or damage shall have been occasioned by the sole negligence of the City, its appointed or elected officials, officers, agents, or employees. It is further provided that no

liability shall attach to the KID by reason of entering into this Agreement, except as expressly provided herein.

VI. DISPUTES

1. Governing Law and Venue. This Agreement shall be governed exclusively by the laws of the State of Washington with venue being placed in Benton County, Washington.
2. Dispute Resolution. In the event of a dispute regarding enforcement, breach or interpretation of this Agreement, the City Manager and District Manager shall first meet in a good faith attempt to resolve such dispute. If after ten (10) business days the Parties are unable to reach a resolution, then the arbitration provisions herein shall apply. In the event of any claims or disputes over this Interlocal Agreement, and as a condition precedent to the commencing of any legal action on said Agreement, the Parties do hereby agree that they will first submit said dispute to arbitration in one of the Tri-Cities, Washington. A single arbitrator shall be selected by agreement of the Parties or, in the alternative, by the presiding judge of Benton County Superior Court. Each party shall be responsible for one-half (1/2) of the fees and expenses of the arbitrator. The mandatory arbitration rules of the Benton/Franklin County Superior Courts shall be binding as to procedure, except as to the unique right of appeal which is not applicable herein. Within fifteen (15) business days of notice of arbitration by a party, an arbitrator shall be designated and the hearing held within sixty (60) days thereof, and a decision made within fifteen (15) business days of such hearing. The right of appeal under the general arbitration laws of the State of Washington shall apply.

VII. TERMINATION

1. Termination. Until such time as the City executes a construction contract for the System improvements, this Interlocal Agreement may be terminated by either party upon 10 calendar days' written notice. After execution of the City's construction contract, this Agreement shall remain in effect until the transactions contemplated herein have been completed.

VIII. GENERAL PROVISIONS

1. Changes, Modifications, Amendments and Waivers. This Agreement may be changed, modified, amended, or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution of each party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence, or omission, and shall not constitute a waiver as to any other term or condition, or future act, occurrence, or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
2. Assignment. Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, subcontract, or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

3. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
4. Scrutiny. This Agreement has been submitted to the scrutiny of the Parties and their respective legal counsel, and shall be given a fair and reasonable interpretation in accordance with the words hereof without consideration or weight being given to its being drafted by or for one of the Parties.
5. Cooperation. The Parties hereto agree to fully cooperate in all matters related to or arising out of this Agreement.
6. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference will be attached. 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 hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of _____, 2019.

APPROVED:

CITY OF RICHLAND

Cynthia D. Reents, City Manager

Attest:

Marcia Hopkins, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

APPROVED:

KENNEWICK IRRIGATION DISTRICT

Dean Dennis, President

Charles Freeman, District Manager

Approved as to Form:

_____, Attorney for KID



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 11-19, Authorizing a Loan Agreement with the Washington State Department of Health for the Lorayne J Water System Consolidation Project

Department:
Public Works

Ordinance/Resolution Number:
11-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 11-19, authorizing the City Manager to sign and execute an agreement with the Washington State Department of Health to provide funding in support of the Lorayne J water conversion.

Summary:

In 2015, the Kennewick Irrigation District (KID) and the Washington State Department of Health (DOH) approached City staff regarding their concerns about the Lorayne J subdivision's water system. That system, operated by KID, was failing to meet state and federal standards for drinking water quality. KID and DOH proposed absorption of the subdivision into the City's drinking water system as the solution to the water quality issues.

City Council provided direction regarding the City's participation in this matter. City Council's direction required that: 1) the subdivision annex into the City; 2) the subdivision comply with water service standards provided in the municipal code; and 3) absorption into the City not impose a cost burden on Richland residents.

DOH has offered a loan agreement to support absorption of the Lorayne J subdivision. Annexation was complete in November, 2018. KID and City staff have negotiated an interlocal agreement (also on tonight's agenda). These agreements complete the infrastructure funding package and ensure that KID irrigation service will remain available in the neighborhood.

Assuming approval, Council will be presented later in 2019 with a construction contract award to perform the construction. Once construction is complete, either in late 2019 or early 2020, Lorayne J residents will begin receiving Richland water service.

Staff recommends adoption of Resolution 11-19, authorizing execution of the proposed funding agreement with the Washington State Department of Health.

Fiscal Impact:

Council amended the 2019 budget via Ordinance No. 03-19 to support this project. This proposed loan agreement will fund the project design, construction, and new customer facility fees. The Kennewick Irrigation District agreement will ensure repayment of the DOH loan so that the project is completed at no cost to the City. Staff time will be utilized to ensure construction meets City standards. Staff costs will be reimbursed by the loan.

Attachments:

1. Resolution No. 11-19
2. Department of Health Loan Agreement DWL23484 - City of Richland

RESOLUTION NO. 11-19

A RESOLUTION of the City of Richland authorizing a loan agreement with the Washington State Department of Health for consolidation of the Lorayne J water system.

WHEREAS, the Lorayne J subdivision was annexed into the City of Richland in November, 2018; and

WHEREAS, the Lorayne J subdivision was originally developed in the 1970s using an on-site well for its water supply; and

WHEREAS, for the past several decades, Kennewick Irrigation District (KID) has operated the Lorayne J water system; and

WHEREAS, in 2015, KID and the Washington State Department of Health (DOH) determined that the Lorayne J water wells were delivering water out of compliance with state and federal drinking water standards; and

WHEREAS, in response to the water quality compliance issues, KID asked the City to supply water to the Lorayne J subdivision through the emergency intertie between the City's drinking water system and the Lorayne J system; and

WHEREAS, in late 2015, KID and DOH sought the City's participation in a solution to the Lorayne J water system issues; and

WHEREAS, in May of 2016, DOH funded a feasibility study performed by City staff regarding absorbing the Lorayne J subdivision into the City's water service area; and

WHEREAS, in 2016, the City entered into an agreement with KID setting the terms for KID's long-term use of the emergency intertie; and

WHEREAS, in 2017, the City amended the emergency intertie use agreement to extend the term of use; and

WHEREAS, in 2018, DOH extended a loan funding offer to the City for the infrastructure improvements identified in the 2016 feasibility study; and

WHEREAS, the loan offer includes a provision to forgive fifty percent (50%) of the loan principal; and

WHEREAS, the City has negotiated an interlocal agreement with KID whereby KID will provide funding for project expenses in excess of the amount covered by the forgiven loan principal; and

WHEREAS, upon execution of the interlocal and funding agreements, staff will proceed with engineering design, which will require future Council action to award a construction contract for the infrastructure project; and

WHEREAS, this funding agreement will further the goal of improving the quality of water served to Richland residents within the Lorayne J subdivision.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a loan agreement with the Washington State Department of Health for funding in support of consolidating the Lorayne J water system.

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 5th day of February, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

July 17, 2018



City of Richland
Sheldon Williamson, Project Manager
PO BOX 190
Richland, WA 99352
Swillamson@ci.richland.wa.us

RE: Loan Contract Number: DWL23484

Dear Sheldon Williamson;

Enclosed are two originals of the Drinking Water State Revolving Fund Loan Contract Number identified above. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work and an Attorney's Certification as formal attachments.

When you have obtained the appropriate signatures, please return both original contracts and all the attachments to the DOH within 60 calendar days of the date of this letter. Failure to return the contracts within this timeline may result in your loan offer being withdrawn.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

A non-refundable one-percent loan administration fee will be collected at contract execution (If applicable), including any subsequent amendments where funds are added. The loan amount may be modified to include an amount sufficient to cover the one-percent loan administration fee. In most cases, the fee will be collected in full at contract execution. Please review the terms and conditions of the Loan Contract and all attachments carefully for details.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Department or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred within the contract period of performance, and which have supporting documentation such as receipts or bills.

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,

Mike Copeland
DOH Contract Manager
509-942-7492
Mike.Copeland@doh.wa.us

Enclosures:

ATTACHMENT I: SCOPE OF WORK (PROJECT)
ATTACHMENT II: ATTORNEY'S CERTIFICATION
ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS
ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Washington State Department of Health

DWSRF Municipal Loan Boilerplate

May 2018

Version History		
Date	Revision(s)	Version
05-15-2018	Original - developed via a team of the DWSRF Grant and Loan Unit Supervisor, the DOH Office of Drinking Water Finance Director, the DOH Office of Contracts and Procurement Technical and Policy Advisor, and DOH's Financial Services Assistant Attorney General.	1

1. CONTRACT FACE SHEET

2017 Loan Number: DWL23484
Washington State Department of Health (DOH)
Drinking Water State Revolving Fund (DWSRF)
Municipal

1. Borrower City of Richland		2. Borrower Doing Business As (optional)	
3. Borrower Type Construction Loan		4. Borrower's Statutory Authority	
5. Borrower Contract Manager Information Sheldon Williamson, Program Manager PO BOX 190 Richland, WA 99352 509-942-7492 Swilliamson@ci.richland.wa.us		6. DOH Contract Manager Mike Copeland, DOH Contract Manager PO BOX 47822, Olympia, WA 98504-7822 360-236-3083 Mike.Copeland@doh.wa.us	
7. Project Name KID Lorayne J. Water System Consolidation (Program # 2017-1967)			
8. Loan Amount \$1,842,130.00	9. Funding Source Federal: ☒ State: ☒ Other: ☐	10. Start Date Date of Last Signature	11. End Date October 1, 2042
12. Federal Funding Agency Environmental Protection Agency Catalogue of Federal Assistance (CFDA) Number 66.468			
13. Borrower Tax ID # 036001852	14. Borrower Statewide Vendor # 0000350	15. Borrower UBI # 036001852	16. Borrower DUNS # 07-1850283
17. Contract Purpose DOH and the party identified above as Borrower, hereafter referred to as BORROWER, have entered into this contract to fund the project identified above that furthers the goals and objectives of the DOH DWSRF Program. The project will be done by the BORROWER as described in the scope of work and this contract. The rights and obligations of the parties are governed by this contract and the following documents incorporated by reference: General Terms and Conditions including Declarations; Attachment I: Scope of Work (Project); Attachment II Attorney's Certification; Attachment III: Federal and State Requirements; Attachment IV: Disadvantaged Business Enterprise Requirements; Attachment V: Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Attachment VI: DWSRF Eligible Project Costs; and Attachment VII: Labor Standard Provisions for Subrecipients that are Governmental Entities. By the signature below, the parties acknowledge and accept the terms of this contract.			
AUTHORIZED REPRESENTATIVE OF BORROWER _____ Signature _____ Date _____ Print Name _____ Title		AUTHORIZED REPRESENTATIVE OF DOH _____ Department of Health _____ Date _____ Print Name _____ Title APPROVED AS TO FORM ONLY <u>Mark Calkins, AAG Signature on File</u>	

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3. DECLARATIONS

3.1. BORROWER INFORMATION

Legal Name:	City of Richland
Loan Number:	DWL23484
Award Year:	2017
State Wide Vendor Number:	0000350

3.2. PROJECT INFORMATION (PROJECT)

Project Title:	KID Lorayne J. Water System Consolidation
Project Location (City or County):	Benton County
Project State:	Washington
Project Zip Code:	99352

Project Scope of Work (PROJECT): Attachment I, attached hereto and incorporated by reference.

3.3. CONTRACT COMMUNICATION

Communications regarding Contract performance is delegated by each party to its Contract Manager. Either party may change its Contract Manager by express notice to the other party. Either party may identify on an as needed basis an alternate Contract Manager to serve during the stated temporary absence of its primary Contract Manager. Notices between the parties regarding Contract performance must be provided by written communication to the other party's Contract Manager. Written communication includes email but not voice mail. Notices are presumed received by the other party's Contract Manager upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

3.4. LOAN INFORMATION

Loan Amount:	\$1,842,130.00
Loan Fee (Included in loan amount if applicable):	\$0.00
Principal Loan Forgiveness %:	50%
Loan Term:	24 years
Interest Rate:	1%
Payment Month(s):	October 1st Annually
Earliest Date for Construction Reimbursement:	One year prior to contract execution
Time of Performance:	48 months from Contract start date (date of last signature) to Project Completion date.

Notice to Proceed:	18 months from Contract start date (date of last signature)
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3.5. FUNDING INFORMATION

Total Funds from BORROWER:	To be determined
Source(s) of Funds from Borrower, with assigned amounts per source:	To be determined
Total State Funds:	To be determined
Total Amount of Federal Award (as applicable):	To be determined
Total Amount of Loan:	\$1,842,130.00
Federal Award Date:	To be determined
Federal Award ID # (FAIN):	To be determined
Amount of Federal Funds Obligated by this Action:	To be determined

3.6. SPECIAL TERMS AND CONDITIONS

N/A

4. GENERAL TERMS AND CONDITIONS

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

4.1. AUTHORITY

Acting under the authority of Section 1452 of the Safe Drinking Water Act (SDWA) Section 130, RCW 39.34, RCW 43.70.040, and RCW 70.119A.170 the Washington State Department of Health (DOH) has awarded BORROWER a Drinking Water State Revolving Fund Loan (LOAN) for the project identified in the Declarations (PROJECT). Under this CONTRACT, BORROWER is a sub-recipient of funds provided by the United States Environmental Protection Agency (EPA), CFDA Number 66.468, Safe Drinking Water State Revolving Fund.

In some CONTRACT attachments, DOH is referred to as “Lender” and BORROWER is referred to as “Contractor.”

4.2. FULL AGREEMENT

This CONTRACT contains the full agreement of the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT exists.

4.3. ORDER OF PRECEDENCE

In the event of an inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: The order of precedence for terms and conditions under categories B and C is subject to the proviso that when a contract term or condition appears in more than one contract document, the more specific contract term or condition shall control if the different contract provisions cannot be harmonized.

- A. Applicable local, state, and federal statutes and regulations
- B. Contract amendments
- C. The Contract (in this order)
 - Declarations and Special Terms and Conditions
 - General Terms and Conditions
 - Attachments I – VII

4.4. LOAN AMOUNT

DOH, using funds from the Drinking Water Assistance Account, will loan BORROWER a sum not to exceed the amount shown as LOAN AMOUNT in the Declarations. The LOAN AMOUNT shall not exceed one hundred percent (100%) of the actual eligible PROJECT costs.

4.5. LOAN FEE

If DOH assessed a LOAN FEE, it is shown in the Declarations as LOAN FEE and included in the total LOAN AMOUNT. The fee (if applicable) is one percent (1%) of the loan request and will not be reduced, regardless of the final LOAN AMOUNT at PROJECT completion. If the LOAN FEE applies and the total LOAN AMOUNT is increased by amendment, DOH will assess an additional LOAN FEE equal to one percent (1%) of the additional LOAN AMOUNT. LOAN FEES are non-refundable.

4.6. LOAN TERM

Unless changed by an amendment, the LOAN TERM will not exceed the period of time shown in the Declarations. The repayment period for DOH subsidized loans is twenty-four (24) years from this CONTRACT's start date. The repayment period for non-DOH subsidized loans is twenty (20) years from this CONTRACT's start date.

4.7. INTEREST RATE

The interest rate is stated in the Declarations. Interest is per annum on the outstanding principal balance and starts to accrue from the date DOH releases LOAN FUNDS to BORROWER. If BORROWER completes the PROJECT within twenty-four (24) months of the CONTRACT start date, DOH will reduce the LOAN INTEREST to one percent

(1%) at PROJECT completion. The reduced interest rate will apply to the remaining payments beginning from the date DOH approves the BORROWER's Project Completion Report.

4.8. LOAN FORGIVENESS

If the LOAN qualifies for LOAN Forgiveness, the percent of the LOAN balance that DOH will forgive at PROJECT completion is stated in the Declarations. DOH calculates the amount forgiven when DOH approves the BORROWER's Project Completion Report. The amount forgiven will be based on either the LOAN AMOUNT or BORROWER's ELIGIBLE PROJECT COSTS, whichever is less, and accrued interest.

4.9. RELEASE OF LOAN FUNDS AND REQUIRED DOCUMENTATION

DOH will release LOAN funds to BORROWER to reimburse BORROWER for eligible PROJECT costs. To request reimbursement, BORROWER must submit a signed and completed invoice using a form provided by DOH. The invoice must reference the PROJECT activity performed, and include supporting documentation such as bills, invoices, receipts, and documentation of compliance with CONTRACT requirements as requested by DOH. The invoice must be signed by an official of BORROWER with authority to bind BORROWER.

Invoices must also include a report of the progress made since the last invoice, and the PROJECT status to date. DOH will not release funds until the PROJECT status report and documentation are approved by DOH. Approval will not be unreasonably withheld or delayed. After approving the invoice, documentation, and PROJECT status report, DOH will release funds to BORROWER within thirty (30) days, if BORROWER is not in alleged or actual breach of CONTRACT.

DOH will withhold ten percent (10%) of LOAN funds until DOH confirms that BORROWER has successfully completed all steps for PROJECT COMPLETION. The 10% holdback will be available to BORROWER as part of the last LOAN disbursement.

4.10. TIME OF PERFORMANCE

BORROWER will begin the activities in the PROJECT within thirty (30) calendar days of the CONTRACT start date. BORROWER will issue a 'Notice to Proceed', after the formal award of a construction contract, within eighteen (18) months of the CONTRACT start date.

BORROWER must reach PROJECT COMPLETION within the TIME OF PERFORMANCE. If there are extenuating circumstances, BORROWER may request, in writing, at least ninety (90) calendar days prior to the PROJECT COMPLETION that DOH extend the deadline for PROJECT COMPLETION. At its discretion, DOH may issue an extension. DOH's decision is final and not subject to the dispute clause.

If BORROWER does not meet the requirements of this section, it is a breach of CONTRACT, and DOH may terminate or suspend this CONTRACT.

4.11. PROJECT COMPLETION AMENDMENT AND THE PROJECT COMPLETION REPORT

The PROJECT Completion Amendment determines the final LOAN AMOUNT and LOAN TERM. When activities in the PROJECT are complete, BORROWER will start the process for the PROJECT Completion Amendment by sending DOH the PROJECT Completion Report. In the PROJECT Completion Report, BORROWER will provide the following information to DOH:

- A. A statement of the actual dollar amount spent, from all fund sources, to complete the PROJECT.
- B. A statement that all ELIGIBLE PROJECT COSTS have been incurred. Costs are incurred when goods and services are received and/or contracted work is performed.
- C. Evidence showing BORROWER'S compliance with financial the audit requirements of this CONTRACT.
- D. An invoice for the remaining ELIGIBLE PROJECT COSTS.
- E. Documentation of BORROWER's compliance with National Historic Preservation Act, 54 USC Subtitle III.

4.12. LOAN PAYMENTS

BORROWER must begin repaying the LOAN no later than one (1) year after the CONTRACT start date. Payments are due on the first day of the month(s) shown as the PAYMENT MONTH(S) in the Declarations. The first payment is only the interest accrued at that time. All other payments are principal and interest accrued up to the PAYMENT MONTH(S).

BORROWER can repay in full the LOAN balance, including fees and repayment of LOAN FUNDS for ineligible project costs (if any), at any time or make accelerated payments without penalty. The final payment must be on or before the end of the LOAN TERM.

4.13. LOAN DEFAULT

DOH must receive BORROWER'S payment within thirty (30) calendar days of the due date. Late payments are delinquent and assessed a monthly penalty on the first (1st) day past the due date. The penalty is one percent (1%) of the late payment amount per month. Penalty and fees accrue interest at the rate stated as LOAN INTEREST in the Declarations.

DOH may notify any other entity, creditors, or potential creditors of BORROWER's delinquency. BORROWER is responsible for all attorney fees and costs incurred by DOH in any action taken to enforce its rights under this section, including in any alternative dispute resolution proceeding.

4.14. LOAN SECURITY

LOAN Security is only required if identified in the Declarations. In its sole discretion and if allowed under the EPA regulations relevant to this Contract, DOH may subordinate its LOAN security to Borrower's obligations under existing or future bonds and notes. Nothing in this section releases BORROWER from the obligation to make LOAN PAYMENTS when due, and to adjust rates, fees, or surcharges as necessary to meet its obligations under this CONTRACT.

4.15. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Amendments, modifications, assignments, and waivers to any of the terms of this CONTRACT supersede, if applicable, those terms as found in the original CONTRACT, and are not binding unless they are in writing and signed by representatives authorized to bind each of the parties. Only the authorized representative or their designee has the express, implied, or apparent authority to alter, amend, assign, modify, or waive any terms of this CONTRACT.

Neither this CONTRACT nor any claim arising under it may be transferred or assigned by BORROWER without DOH's prior written consent. During the LOAN TERM, DOH must approve in advance, any change in ownership of the water system(s) improved with LOAN FUNDS. DOH may require the LOAN, including fees and ineligible project costs (if any), be paid in full as a condition of approval.

Nothing in this CONTRACT may be waived unless approved by DOH in writing. No waiver of any default or breach is implied from any failure to take action upon such default or breach if the default of breach persists or repeats. Waiver of any default or breach is not a waiver of any subsequent default or breach.

4.16. AMERICAN IRON AND STEEL

None of the LOAN funds can be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used are produced in the United States. "Iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

DOH may waive this requirement if:

- A. Compliance would be inconsistent with the public interest; or
- B. The particular iron and steel products are not produced in the United States in sufficient and reasonably available quantities and are not of a satisfactory quality; or

- C. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than twenty-five (25) percent; and
- D. The waiver is approved by the Environmental Protection Agency (EPA).

BORROWER must submit the waiver request to DOH, which will submit it to EPA. The full text of the American Iron and Steel requirements can be found in H.R. 3547, Consolidated Appropriations Act, 2014, P.L. 113-76, SEC. 436.

4.17. ATTORNEYS' FEES

Unless expressly stated under another section of the CONTRACT, each party agrees to bear its own attorneys' fees and costs for litigation or other action brought to enforce the contract terms.

4.18. BONUS AND COMMISSION PAYMENTS NOT ALLOWED

Funds provided under this CONTRACT cannot be used to pay any bonus or commission to gain approval of the loan application or any other approval under this CONTRACT. This section does not prohibit paying for bona fide technical consultants, managerial, or other such services, if payment is for ELIGIBLE PROJECT COSTS.

4.19. COMPLIANCE

BORROWER will comply with all applicable federal, state and local laws, requirements, and ordinances for the design, implementation, and administration of the PROJECT and this CONTRACT, including but not limited to those stated in the CONTRACT attachments. BORROWER will provide DOH with documentation of compliance, if requested.

In the event of BORROWER's alleged or actual noncompliance with any part of this CONTRACT, DOH may suspend all or part of the CONTRACT, withhold payments, or prohibit BORROWER from incurring additional obligations of LOAN FUNDS during the investigation and pending corrective action by BORROWER, or a decision by DOH to terminate the CONTRACT.

4.20. DISPUTES

Except as otherwise provided in this CONTRACT, when a dispute arises between the parties that cannot be solved by direct negotiation, either party may request a dispute hearing with the Director of the Office of Drinking Water (the Director), who may designate a neutral person to decide the dispute. The parties will be equally responsible for any reasonable costs and fees incurred by the neutral.

The party requesting a dispute hearing must:

- A. Be in writing;
- B. State the disputed issues;
- C. State the relative positions of the parties;
- D. State BORROWER's name, address, and the CONTRACT number;
- E. Provide contact information for the requester's representative, and,
- F. Be mailed to the other party's (respondent's) Contract Manager within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent must send a written answer within five (5) working days.

In the alternative, the parties can agree to submit a mutual request to the Director, which should include each party's response to the other party's characterization of the dispute.

The Director or designee will review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties. The decision on the dispute is non-binding and is not admissible in any succeeding judicial or quasi-judicial proceeding.

This non-binding dispute process must precede any action in a judicial or quasi-judicial tribunal. Nothing in this CONTRACT limits the parties from using any mutually acceptable alternate dispute resolution (ADR) method in addition to or instead of the dispute hearing procedure outlined above.

4.21. ELIGIBLE PROJECT COSTS

BORROWER will comply with Attachment VI: DWSRF Eligible Project Costs and is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

The purchase of any land necessary for the PROJECT must be included in the PROJECT and be documented with an appraisal or equivalent market evaluation, if approved by DOH, and a valid purchase and sale agreement.

Construction expenses incurred after the date shown as earliest date for construction reimbursement in the Declarations are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until BORROWER has met the following conditions:

- A. Completed the State Environmental Review Process (SEPA Review under RCW 43.21C);
- B. Complied with all provisions of the National Historic Preservation Act, 54 USC Subtitle III;
- C. Complied with Prevailing Wage requirements;
- D. Received approval from DOH of the project report and related construction documents for all applicable activities described in the PROJECT; and
- E. Complied with any other LOAN conditions required by DOH.

BORROWER cannot use LOAN FUNDS for any expenses charged by BORROWER against any other contract, subcontract, or source of funds.

If DOH reimburses BORROWER for costs that are later determined by DOH to be ineligible, BORROWER must repay these funds to DOH no later than when the BORROWER returns the PROJECT Completion Amendment to DOH. Prior to final completion, DOH may withhold payment for such costs as allowed under Section 4.36 RECAPTURE. Repayment is subject to interest retroactive to the date of the applicable disbursement by DOH.

4.22. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

BORROWER warrants that they have not and will not submit to DOH any information that is materially false, incorrect, or incomplete. Providing false, fictitious, or misleading information with respect to the receipt and disbursements of LOAN funds is a basis for criminal, civil, or administrative fines and/or penalties. DOH may also pursue applicable remedies for violations by BORROWER of this section.

4.23. FINANCIAL AUDIT

DOH may require BORROWER to obtain an audit of this PROJECT conforming to Generally Accepted Accounting Principles (GAAP). BORROWER will maintain its records and accounts to facilitate the audit. BORROWER is responsible for correcting any audit findings. BORROWER is responsible for any audit findings incurred by its own organization and/or its subcontractors. DOH reserves the right to recover from BORROWER all disallowed costs and INELIGIBLE PROJECT COSTS resulting from the audit.

The audit must include a report on compliance, including an opinion (or disclaimer of opinion) about whether the BORROWER is in compliance with laws, regulations and requirements of this CONTRACT that could have a direct and material effect on DOH.

BORROWER must send a copy of any required audit per 2 CFR §200.512 to the DOH Contract Manager, no later than nine (9) months after the end of BORROWER's fiscal year(s). BORROWER must send any audit corrective action plan for audit findings and a copy of the management letter, within three (3) months of the audit report.

4.24. GOVERNING LAW AND VENUE

This CONTRACT shall be construed and interpreted according to the laws of the state of Washington, and the venue of any action brought under the CONTRACT will be in the Superior Court for Thurston County.

4.25. HISTORICAL AND CULTURAL REQUIREMENTS

BORROWER will not conduct or authorize destructive PROJECT planning activities before completing the requirements of the National Historic Preservation Act, 54 USC Subtitle III. BORROWER will not begin construction

activities, ground disturbance, or excavation of any sort, until BORROWER has complied with all requirements of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during the PROJECT, BORROWER will immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), DOH Contract Manager, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, BORROWER will report the presence and location of the remains to the local coroner and law enforcement immediately, then contact the concerned tribe's cultural staff or committee, DOH Contract Manager, and DAHP.

BORROWER is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural sites and artifacts and will hold harmless the state of Washington and DOH in relation to any claim related to historical or cultural sites discovered, disturbed, or damaged as a result of BORROWER'S and BORROWER's subcontractors activities.

BORROWER will include the requirements of this section in all contracts for work or services related to the PROJECT. BORROWER will require that bid documents include an inadvertent discovery plan that meets the requirements of this section.

4.26. INDEMNIFICATION

BORROWER agrees to defend, indemnify, and hold harmless DOH and the state of Washington for claims arising out of or incident to BORROWER'S or any BORROWER'S subcontractor's performance or failure to perform the CONTRACT. BORROWER'S obligation to indemnify, defend, and hold harmless DOH and the state of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of DOH or its agents, agencies, employees and officials. BORROWER'S obligation to indemnify, defend and hold harmless DOH and the state of Washington includes any claim by BORROWER'S agents, employees, officers, subcontractors or subcontractor employees.

BORROWER waives immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

4.27. INDUSTRIAL INSURANCE COVERAGE

BORROWER will comply with the applicable parts of Title 51 RCW, Industrial Insurance. If BORROWER fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as required by law, DOH may collect from BORROWER the full amount payable to the Industrial Insurance Accident Fund. DOH may deduct the amount owed by BORROWER to the accident fund from the amount payable to BORROWER by DOH under this CONTRACT, and transmit the deducted amount to the Washington State Department of Labor and Industries (L&I).

4.28. LITIGATION

BORROWER warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined against BORROWER, would have a materially adverse effect on BORROWER's ability to repay the LOAN. BORROWER agrees to promptly notify DOH if any above-referenced actions become known to BORROWER during the pendency of the Contract.

4.29. NONDISCRIMINATION

BORROWER will not discriminate on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability in the performance of this CONTRACT. BORROWER will comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination and 42 USC 12101 et seq., the Americans with Disabilities Act (ADA), and 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in US EPA Programs . Failure by BORROWER to carry out these requirements is a material breach of this CONTRACT. BORROWER is required to include these non-discriminatory provisions in any contract with a subcontractor.

4.30. PREVAILING WAGE

BORROWER will assure that all contractors and subcontractors performing work funded through this CONTRACT comply with prevailing wage laws by paying the higher of state or federal prevailing wages. BORROWER is legally and financially responsible for compliance with the prevailing wage requirements. BORROWER should consult the United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid.

4.31. PROCUREMENT

BORROWER will comply with all procurement requirements for subcontracting for the PROJECT and for obtaining PROJECT-related goods and services. BORROWER must maintain records to verify compliance with procurement requirements.

BORROWER must ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT will insert in full, in any contract, the labor standards provisions in Attachment VIII: Labor Standard Provisions for Subrecipients That Are Governmental Entities.

4.32. PROHIBITION STATEMENT

Per Section 106 of the federal Trafficking Victims Protection Act, BORROWER's contractors, subcontractors, engineers, vendors, and any other entity performing work funded by this CONTRACT must comply with and include the following terms and conditions in all contracts for work or services for the PROJECT.

"All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients' employees."

4.33. PROJECT SIGNS

If BORROWER displays, during the TIME OF PERFORMANCE, any signs or markers identifying parties that are providing funds for the PROJECT, BORROWER must include the Washington State Department of Health Drinking Water State Revolving Fund and the Washington State Department of Health as participants in the PROJECT.

4.34. PUBLICITY

BORROWER agrees to get prior written consent from DOH's Contract Manager before publishing or using any advertising or publicity materials that include Washington State or DOH's name, or includes language that may reasonably infer or imply a connection with either one.

4.35. RATES AND RESERVES

BORROWER will maintain reserves at a minimum as required by the Water System Plan or Small Water System Management Plan. BORROWER will timely adopt rate increases and/or capital assessments for the system's services to provide sufficient funds, along with other revenues of the system, to pay all operating expenses and debt repayments during the LOAN TERM.

4.36. RECAPTURE

DOH reserves the right to recapture from BORROWER sufficient funds to compensate DOH for BORROWER's noncompliance with any part of this CONTRACT, in addition to any other remedies available under the CONTRACT, at law, or in equity. DOH may withhold LOAN FUNDS from BORROWER to recapture such funds.

4.37. RECORDKEEPING AND ACCESS TO RECORDS

DOH, its agents, and authorized officials of the state and federal governments will have full access and the right to examine, copy, excerpt, or transcribe, at no additional cost and at all reasonable times, any pertinent documents, papers, records, and books of BORROWER and of persons, firms, or organizations with which BORROWER may contract, involving transactions related to this CONTRACT. BORROWER agrees to keep complete records of its compliance with this CONTRACT for a period of six (6) years from the date that the debt to DOH is paid in full. This includes but is not limited to financial reports. If any litigation, claim or audit is started before the expiration of the six (6) year period, BORROWER must keep the records until all litigation, claims or audit findings involving the records have been resolved. These records retention requirements are in addition to the local government records

retention schedules applicable to the BORROWER.

4.38. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

BORROWER must comply with 48 CFR 52.204-7 to register with the System for Awards Management (SAM.gov). BORROWER is responsible for the accuracy and completeness of its data in the SAM database and any liability resulting from the Government or DOH reliance on inaccurate or incomplete data in it. BORROWER must remain registered in the SAM database. BORROWER should annually review its information in SAM to ensure it is accurate and complete.

4.39. SEVERABILITY

If any part of this CONTRACT or part of any document incorporated by reference is found to be invalid, it will not affect the other parts of this CONTRACT that can be given effect without the invalid part.

4.40. SUBCONTRACTING

Prior to awarding contracts and/or subcontracts, BORROWER must verify that the complete names of both the selected contractor and the owner or president are not in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must provide the DOH Contract Manager with a screen printout documenting that neither the firm, the owner or the president are excluded.

BORROWER will ensure that every contract and subcontract awarded for the PROJECT after the CONTRACT start date will bind the parties to follow all applicable terms of this CONTRACT. BORROWER is responsible to DOH for noncompliance by its contractors and/or subcontractors. BORROWER's contracts or subcontracts do not release or reduce the BORROWER's liability to DOH for any breach in the performance of BORROWER's duties. BORROWER's contracts and subcontracts must include a term that the state of Washington and DOH are not liable for claims or damages arising from a contractor and/or subcontractor's performance or lack thereof.

4.41. SURVIVAL

The CONTRACT's terms, conditions, and warranties that by its sense and context are intended to survive the completion of the performance, cancellation or termination of this CONTRACT, shall so survive.

4.42. TERMINATION FOR CAUSE

If DOH concludes that BORROWER has failed to comply with the CONTRACT requirements or has otherwise breached one or more parts of the CONTRACT, DOH may, at its discretion, upon notice to BORROWER, terminate or suspend the CONTRACT and/or its attached agreements in whole or in part.

The notice will be in writing and state the reason(s) for termination or suspension, and the effective date. The effective date will be determined by DOH. The notice will allow BORROWER at least thirty (30) business days to cure the breach, if curable. If the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the LOAN, with any interest accrued and other costs as authorized by the CONTRACT shall be due and payable to DOH.

If DOH terminates this CONTRACT under this section, DOH is liable only for payment required under the terms of this CONTRACT for ELIGIBLE PROJECT COSTS incurred prior to the effective date of termination.

At DOH's discretion, the termination for cause may be deemed a termination for convenience if DOH determines that the default or failure to perform was outside BORROWER's control, fault or negligence. The rights and remedies of DOH provided in this CONTRACT are not exclusive and are in addition to any other rights and remedies provided by law. Nothing in this section affects BORROWER's obligations to immediately repay the unpaid balance of the LOAN as prescribed in the Washington Administrative Code (WAC) 246-296-150.

4.43. TERMINATION OR SUSPENSION FOR CONVENIENCE

If funding or appropriation from state, federal, or other sources is withdrawn, reduced, or limited in any way during the TIME OF PERFORMANCE, DOH may:

- A. Delay or suspend releasing LOAN FUNDS until funding or appropriation are available to DOH; or
- B. Amend the CONTRACT to reflect the new funding limitations and conditions; or
- C. Terminate the CONTRACT and/or its attached agreements, in whole or in part; or
- D. Suspend the CONTRACT and/or its attached agreements, in whole or in part.

If DOH terminates the CONTRACT and/or its attached agreements in whole or in part, under this section, DOH will notify BORROWER's representative in writing of the reason(s) for termination, and the effective date. The effective date will be determined by DOH.

DOH may choose to suspend this CONTRACT and/or its attached agreements in whole or in part, if DOH determines that the funding insufficiency will likely be resolved in time for BORROWER to resume activities prior to the end of the TIME OF PERFORMANCE. DOH will notify BORROWER's representative by facsimile or email of the reason(s) for suspension, and the effective date. DOH will determine the effective date. BORROWER must suspend performance on the effective date of the suspension. During the period of suspension each party must notify the other party's representative of any conditions that may reasonably affect its ability to resume performance.

During the suspension, when DOH determines that the funding insufficiency is resolved, DOH may notify BORROWER's representative of the proposed date to resume performance. BORROWER must respond to DOH's representative in writing, within five (5) business days of DOH sending notice, as to whether it can resume performance on that date or offer an alternative date to resume performance. If BORROWER cannot resume performance or the alternative date is not acceptable to DOH, the parties agree the CONTRACT will be deemed terminated for convenience, retroactive to the original date of suspension.

If DOH terminates or suspends this CONTRACT, DOH is liable only for payment required under the terms of this CONTRACT for eligible project costs incurred prior to the effective date of suspension or termination. Nothing in this section shall affect Contractor's obligations to repay the unpaid balance of the LOAN. Nothing in this section affects BORROWER's obligation to repay the LOAN, including fees and other expenses as allowed by the CONTRACT.

4.44. TERMINATION PROCEDURES

When BORROWER receives Notice of Termination or on the date a suspension is converted to a termination, except as otherwise directed by DOH, BORROWER will:

- A. Stop work under the CONTRACT on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the CONTRACT;
- C. If expressly requested by DOH, assign to DOH any or all of the rights, title, and interest of BORROWER under the orders and subcontracts so terminated, in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by BORROWER to settle such claims must have the prior written approval of DOH; and
- D. Preserve and transfer any materials, CONTRACT deliverables and/or DOH property in BORROWER's possession as directed by DOH.

Upon termination of this CONTRACT, DOH will pay BORROWER for amounts due under the CONTRACT prior to the date of termination unless such payment is precluded under any other provision of this CONTRACT. DOH may withhold any amount due as DOH reasonably determines is necessary to protect DOH against potential loss or liability resulting from the termination. DOH will pay any withheld amount to BORROWER if DOH later determines that loss or liability will not occur.

4.45. WORK HOURS AND SAFETY STANDARDS

If this CONTRACT exceeds \$100,000, BORROWER must comply with the applicable Contract Work Hours and Safety Standards Act (40 USC Chapter 37). These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ATTACHMENT I: SCOPE OF WORK (PROJECT)

Project Description:

Construction of a new water system for consolidation of Lorayne J water system with the City of Richland water system. This project will allow Lorayne J to abandon its high nitrate well. New system to include approximately 9,200 LF of 8" PVC water main, 118 water service connections, fire hydrants, valves, fittings, and other appurtenances in accordance with current City of Richland water system standards. Project includes patching and other site restoration along with some upgrades to the existing system to convert it into an irrigation only system.

Scope of Work:

Project to include:

1. Installation of approximately 9,200 feet of 8-inch water main to connect KID Lorayne J water system (#532204) with the City of Richland water system. Water main costs to include: pipe, valves, backfill, bedding, surface restoration, hydrants, and other appurtenances.
2. Installation of approximately 120 water service connections. Service line costs to include: pipe, valves, backfill, bedding, surface restoration, connection fees, water meters, and other appurtenances.
3. Consolidation of KID Lorayne J water system (ID #532204). At the end of this project, the KID Lorayne J water system will be owned by and connected to City of Richland water system (ID #72250).
4. Work associated with separating the existing irrigation system from the potable water system. Work includes removal of existing meters and split of the irrigation service and domestic service at each lot and isolating the irrigation system from connections with City of Richland. Costs to include: service pipe, various fittings, excavation, and site restoration.
5. All work to be done in accordance with City of Richland's construction standards.

In addition to costs of construction, costs may include (but are not limited to): engineering, design, construction inspection, cultural and environmental review, public involvement, permits, bid documents, fees, taxes, administrative, audit, and project management.

COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering):	\$
Environmental Review:	\$7,500.00
Historical Review/Cultural Review:	\$5,000.00
Land/ROW Acquisition:	\$
Permits:	\$
Public Involvement/Information:	\$2,500.00
Bid Documents (Design Engineering):	\$150,000.00
Construction: Estimated Cost. Provide details on following pages.	\$1,050,000.00
DOH Review/Approval Fees:	\$
Contingency: (10% min, 20% max)	\$105,000.00
Other: (Sales or Use Taxes)	\$99,330.00
Construction Engineering/Inspection:	\$
Insurance:	\$
Audit:	\$5,000.00
Legal:	\$
Service Meters (Purchase and Installation):	\$60,000.00
Other: Project Management	\$110,000.00
Other: City of Richland connection Fee at \$2100 per service	\$247,800.00
TOTAL ESTIMATED PROJECT COSTS (before Loan Fee)	\$1,842,130.00
Loan Fee (1% of the DWSRF Loan Request)	\$0.00

ATTACHMENT II: ATTORNEY'S CERTIFICATION

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

I, _____, hereby certify:

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of BORROWER identified in the Declarations of the Contract identified above; and

I have also examined any and all documents and records, which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. BORROWER is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in its application.
2. BORROWER is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin BORROWER from repaying the Drinking Water State Revolving Fund loan extended by DOH with respect to such project. BORROWER is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to BORROWER.

Signature of Attorney

Date

Name and BAR Number (WSBA No.)

Address

ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS (NOT ALL INCLUSIVE)

1) Environmental and Cultural Authorities

- a) Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended
- b) Clean Air Act, Public Law 84-159 as amended
- c) Coastal Zone Management Act, Public Law 92-583 as amended
- d) Endangered Species Act, Public Law 93-205 as amended
- e) Environmental Justice, Executive Order 12898
- f) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
- g) Protection of Wetlands, Executive Order 11990
- h) Farmland Protection Policy Act, Public Law 97-98
- i) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
- j) National Historic Preservation Act, 54 USC Subtitle III
- k) Safe Drinking Water Act, Public Law 93-523 as amended
- l) Wild and Scenic Rivers Act, Public Law 90-542 as amended
- m) Washington State Environmental Policy Act, Chapter 43.21C RCW
- n) Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

2) Economic and Miscellaneous Authorities

- a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
- b) Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
- d) Debarment and Suspension, Executive Order 12549
- e) H.R. 3547, Consolidated Appropriations Act, 2014.

3) Social Policy Authorities

- a) Age Discrimination Act of 1975, Public Law 94-135
- b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
- c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
- e) Equal Employment Opportunity, Executive Order 11246
- f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
- g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
- h) Chapter 49.60 RCW, Washington's Law against Discrimination, and 42 USC 12101 et seq. the Americans with Disabilities Act (ADA).
- i) The Contract Work Hours and Safety Standards Act (40 USC 327-333)-Where applicable.
- j) The Genetic Information Nondiscrimination Act of 2008 (GINA), 42 USC s. 2000ff et seq.

4) State Laws

- a) Chapter 36.70A RCW, Growth Management Act
- b) Chapter 39.80 RCW, Contracts for Architectural and Engineering Services
- c) Chapter 39.12 RCW, Washington State Public Works Act
- d) Chapter 43.20 RCW, State Department of Health of Health
- e) Chapter 43.70 RCW, Department of Health
- f) Chapter 43.155 RCW, Public Works Project
- g) Chapter 70.116 RCW, Public Water Systems Coordination Act of 1977
- h) Chapter 70.119 RCW, Public Water Supply Systems Certification and Regulation of Operations
- i) Chapter 70.119A RCW, Public Water Systems, Penalties & Compliances
- j) Chapter 246-290 WAC, Group A Public Water Systems

- k) Chapter 246-291 WAC, Group B Public Water Systems
- l) Chapter 246-292 WAC, Waterworks Operator Certification Regulations
- m) Chapter 246-293 WAC, Water Systems Coordination Act
- n) Chapter 246-294 WAC, Drinking Water Operating Permits
- o) Chapter 246-295 WAC, Satellite System Management Agencies
- p) Chapter 246-296 WAC Drinking Water State Revolving Fund Loan Program
- q) Chapter 173-160 WAC, Minimum Standards for Construction & Maintenance of Wells
- r) Title 173 WAC, Department of Ecology Rules
- s) Title 40 Part 141 Code of Federal Regulations, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)

ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

BORROWER must comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33. BORROWER will use the directory of certified firms available through the Washington State Office of Minority and Women's Business Enterprises to meet the requirements.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of \$250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
 - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

BORROWER must accept the fair share objectives/goals stated above and purchase the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, BORROWER will make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

- A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Health.
- F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

BORROWER is required to submit MBE/WBE participation reports to DOH, on a quarterly basis, beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

BORROWER agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BORROWER agrees to require all general contractors to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT. These two (2) forms may be obtained from the EPA Office of Small Business Program's website on the internet at <http://www.epa.gov/osbp/grants.htm>.

BORROWER agrees to require all general contractors to complete and submit to BORROWER and Environmental Protection Agency EPA Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

BORROWER is also required to create and maintain a bidders list if BORROWER of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

- (1) Entity's name with point of contact;
- (2) Entity's mailing address, telephone number, and e-mail address;
- (3) The procurement on which the entity bid or quoted, and when; and
- (4) Entity's status as a MBE/WBE¹ or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of \$250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of \$250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of \$250,000 or less, or to an entity receiving more than one identified loan with a combined total of \$250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this section bidders list requirements of this subpart.

¹ Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS



United States Environmental Protection Agency
Washington, DC 20460

EPA Project Control Number

The terms, "covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded", as used in this attachment, are defined in the rules implementing Executive Order 12549, including 13 CFR § 400.109. You may contact DOH for help getting a copy of these regulations.

BORROWER, defined as the primary participant and its principals, certifies by signing below that to the best of its knowledge and belief they:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year (3) period preceding this CONTRACT, been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses described in this attachment; and,
- D. Have not within a three-year period (3) preceding the signing of this CONTRACT had one or more public transactions (federal, state, or local) terminated for cause or default.

Prior to awarding contracts for the PROJECT, BORROWER must verify that neither the contractor's business name(s) nor the names of its principals are in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must keep documentation in the PROJECT files and provide a copy to the DOH Contract Manager.

BORROWER will include the language below without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

The lower tier contractor certifies, by signing this CONTRACT that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine or imprisonment for up to 5 years, or both.

Typed or Printed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐

I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
 - a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
 - b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
 - F.I.C.A. (Social Security) –employer's share.
 - Retirement benefits.
 - Hospital, health, dental, and other welfare insurance.
 - Life insurance.
 - Industrial and medical insurance.
 - Vacation.
 - Holiday.
 - Sick leave.
 - Military leave and jury duty.Employee benefits must be calculated as a percentage of direct labor dollars. The

computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.

- c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Department of Health reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
 - a. Telephone charges.
 - b. Reproduction and photogrammetry costs.
 - c. Video and photography for project documentation.
 - d. Computer usage.
 - e. Printing and advertising.
15. Other project related costs include:
 - Competitive Bidding.
 - Audit.
 - Insurance.
 - Prevailing wages.
 - Attorney fees.
 - Environmental Review.
 - Archaeological Survey.

Water system plan costs are not eligible for reimbursement. Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each state which in turn provides subgrants or loans to eligible entities within the state. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Health. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c) (3) (iv). The subrecipient shall monitor www.wdol.gov on a weekly

basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Borrower and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually

registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Borrower must comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Borrower and/or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes will be resolved according to the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, Borrower certifies that neither it (nor he or she) nor any person or firm who has an interest in the Borrower's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the

contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Health and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 14-19, Authorizing a Consulting Agreement with RGW Enterprises, PC for Engineering Services

Department:

Community Development Services

Ordinance/Resolution Number:

14-19

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 14-19, authorizing the City Manager to sign and execute a consulting agreement with RGW Enterprises, PC for engineering services.

Summary:

Development in the Horn Rapids area continues to be strong with the addition of new roads and available land. The City's Economic Development Office has determined that RGW Enterprises, PC is the most qualified vendor to provide engineering services needed to support the continued growth.

Staff recommends adoption of Resolution No. 14-19.

Fiscal Impact:

The 2019 Industrial Development Fund budget includes costs for engineering consultant work.

Attachments:

1. Resolution No. 14-19
2. Consultant Agreement - RGW Enterprises, PC

RESOLUTION NO. 14-19

A RESOLUTION of the City of Richland authorizing a consulting agreement with RGW Enterprises, PC to provide engineering services to the City of Richland.

WHEREAS, the City of Richland is actively involved with the development and sale of industrial and commercial properties, and requires consultant support to execute these activities; and

WHEREAS, based on extensive knowledge and history with the City of Richland, RGW Enterprises, PC is the most qualified to perform the necessary work to further the development of the Horn Rapids Commercial, Residential, and Industrial Park areas; and

WHEREAS, RGW Enterprises, PC has been granted a waiver of the competitive solicitation requirement based on exceptions existing under RMC 3.04.130; and

WHEREAS, the funding necessary for payment of this contract has been budgeted in the 2019 Industrial Development Fund for Expert Services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with RGW Enterprises, PC to provide engineering services to the City of Richland.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of February, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

RGW Enterprises, PC
Engineering Services

This Agreement is entered into this _____ day of February, 2019 ("Effective Date") by and between the **City of Richland ("City")**, a Washington municipal corporation located at 505 Swift Blvd. Richland, WA 99352, and **RGW Enterprises, PC ("Consultant")**, a Washington for-profit corporation with service at 3250 Port of Benton Blvd. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. 14-19
 2. ☒ Exhibit A: Scope of Work
 3. ☐ City Richland Solicitation No. n/a
 4. ☐ Exhibit B: Solicitation No. n/a proposal response submitted by Consultant dated n/a.
 5. ☐ Additional Documents – n/a.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2019.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2019.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Ninety Thousand Eight Hundred Ten Dollars and No Cents (\$90,810.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when Consultant travels at least 150 miles per one-way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

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

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and

absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute “work made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not “work made for hire” within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter “public records”) may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City’s request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City’s decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant

may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.

- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

www.sam.gov and

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

13. INSURANCE

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

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

- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and

given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
505 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Roger Wright
Name of Firm: RGW Enterprises, PC
Address: 3250 Port of Benton Blvd.
Richland, WA 99354
Email: roger@rgwenterprises.com
Phone Number: 509-375-3565
Fax Number: 509-375-3566

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

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

21. CHANGE IN LAW

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

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

Cynthia D. Reents, City Manager

Signature

ATTEST:

Printed Name

Marcia Hopkins, City Clerk

Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

Task 1 – Engineering Services

Chill Build – Preferred Freezer 2019 Expansion

- 80 Hours – Engineering
 - Engineering related to relocation of utilities to the site.

Central Washington Corn Processors (CWCP)

- 100 Hours – Engineering
 - Continued development of rail loop and adjacent property including Scale House Loop expansion, trans-load facility, and mini loop operations move.

DOE Land Transfer Planning

- 24 Hours – Engineering
 - Engineering related to expansion of the 1,341 acres north of Horn Rapids Road.
 - Coordination of Master Planning of City parcel and coordination with the Port of Benton on this work.
 - Possible Signage

Former City Shops

- 8 Hours – Engineering
 - Groundwater monitoring of the former City Maintenance Shop
 - Review of Groundwater reporting

Henderson Loop West

- 75 Hours – Engineering
 - Complete 2018 work for extension of Henderson Loop - west of Logston Blvd. including Phase I Right of Way and creation of Phase I lots.
 - Design of Phase II and creation of Lots. Preparation of lots for sale.

Horn Rapids Business Center

- 100 Hours – Engineering
 - Lot development and creation within the Business Center.

Horn Rapids Commercial

- 50 Hours – Engineering
 - Design extension of Clubhouse Lane east of Kingsgate.
 - Create commercial lots at entrance of Horn Rapids Golf Course.

Horn Rapids Residential

- 20 Hours – Engineering
 - Ongoing development of residential lots
 - Creation and sale of lots
 - Assistance with future sales to residential developer

- Assistance with further development of irrigation, utilities and roads.

Logston Wetland

- 20 Hours – Engineering
 - Ongoing wetland repair and monitoring Coordination, restoration and repair and monitoring of wetlands associated with creation of the wetlands at the end of Logston Blvd

NW Seaports - Possible Inland Port Container Yard

- 24 Hours – Engineering
 - Respond to questions for future planning. No planned development in 2019.

Packaging Corporation of America

- 60 Hours – Engineering
 - Engineering related to the extension of utilities and rail to site.
 - BLA with WHECO on adjacent parcel.
 - Relocation of irrigation and construction of Battelle Blvd from Kingsgate to railroad track.

SI Steel – Shadow Mountain Industrial

- 12 Hours – Engineering
 - Assist with completion of Road ROW and further development of site

Utility of Washington

- 60 Hours – Engineering
 - Engineering related to the creation and development of lots, including creating 2.5-acre rail right of way.
 - Engineering related to the extension of railroad track.

Misc. Economic Development Projects

- 80 Hours – Engineering
 - Provide assistance with site development, creation of parcels, sale of parcels, and development of sites as directed.

40 Hours – Project Management

Task 2 – Drafting Services

- Chill Build - 10 hours
- CWCP - 10 hours
- DOE Land Transfer - 20 hours
- Henderson Loop – 10 hours
- Horn Rapids Business Center - 30 hours
- Horn Rapids Commercial – 10 hours
- Horn Rapids Residential – 10 hours
- Packaging Corporation of America – 20 hours
- Utility of Washington – 10 hours
- Misc. Economic Development Projects – 24 hours



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 15-19, Authorizing a Funding Agreement with Benton County for the Swift Boulevard Improvements Project

Department:
Public Works

Ordinance/Resolution Number:
15-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 15-19, authorizing execution of a Benton County Rural County Capital Funds Disbursement Agreement for the Swift Boulevard Improvements.

Summary:

The City's Swift Corridor strategy is well underway with both the City Hall and Swift Boulevard improvements being constructed. These projects will facilitate potential redevelopment of the current City Hall site and other opportunity sites along Swift Boulevard.

The 2019 - 2024 Capital Improvement Plan (CIP) included a funding strategy for the Swift Boulevard Improvements that included a second infusion of Benton County Rural County Capital Fund dollars into the project budget. The proposed agreement activates that plan.

Staff recommends adoption of Resolution No. 15-19, authorizing the funding agreement with Benton County for rural county capital funds.

Fiscal Impact:

The proposed agreement provides \$350,000 to reimburse Swift Boulevard project costs. The 2019 - 2024 Capital Improvement Plan projected \$300,000 from this funding source, so the agreement provides more capacity than planned.

Attachments:

1. Resolution No. 15-19
2. RCCF - Swift Corridor - Disbursement Agreement #2

RESOLUTION NO. 15-19

A RESOLUTION of the City of Richland authorizing a Disbursement Agreement with Benton County for Rural County Capital Funds to construct the Swift Boulevard Improvements project.

WHEREAS, the 2019 – 2024 Capital Improvement Plan (CIP) includes a project titled Swift Boulevard Improvements; and

WHEREAS, the CIP identifies the Benton County Rural Development Fund as a funding source for the project; and

WHEREAS, in July 2018, the City of Richland and Benton County executed an agreement providing \$500,000 to the City from Benton County's Rural County Capital Fund; and

WHEREAS, the parties have negotiated a second agreement to provide an additional \$350,000 to the City from the Benton County Rural County Capital Fund for the Swift Boulevard Improvements; and

WHEREAS, the proposed second agreement implements the funding plan adopted by City Council in the 2019 – 2024 CIP.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute a Disbursement Agreement with Benton County for Rural County Capital Funds for the Swift Boulevard Improvements project.

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 5th day of February, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

DISBURSEMENT AGREEMENT FOR USE OF RURAL COUNTY CAPITAL FUNDS

This Agreement, between Benton County (hereinafter "County"), and the City of Richland (hereinafter "City"), shall be effective upon execution by both parties.

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter "Fund") after April 1, 2016 for the financing of certain "public facilities [projects] serving economic development purposes" as contemplated by State statute (RCW 82.14.370) and in conformance with County policy (Resolution 2017-103, adopted January 31, 2017); and,

WHEREAS, the County and the City are authorized, including under Chapter 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and,

WHEREAS, the City intends to:

- 1) reconstruct the asphalt surface of Swift Boulevard between Stevens Drive and Jadwin Avenue;
- 2) add on-street bicycle lanes on Swift Boulevard between Stevens Drive and Jadwin Avenue;
- 3) add on-street parking to segments of Swift Boulevard between Stevens Drive and Jadwin Avenue;
- 4) widen sidewalks and improve pedestrian accessibility on Swift Boulevard between Stevens Drive and Jadwin Avenue;
- 5) install enhanced pedestrian crossing features across Swift Boulevard between Stevens Drive and Jadwin Avenue;
- 6) upgrade traffic signals along Swift Boulevard;
- 7) replace street lighting along Swift Boulevard;
- 8) install on street landscaping features along Swift Boulevard; and

WHEREAS, the above described improvements and all construction, inspection and construction contract administration associated with them constitute the "Project"; and,

WHEREAS, the Project's purpose is to facilitate business and commercial growth in the area of the Project through added multi-modal travel facilities that establish downtown Richland as a location ready for residential, commercial and recreational activity; and,

WHEREAS, the Project will assist in the recruitment of new businesses to approximately 4 acres of commercially zoned properties along Swift Boulevard. Development of these sites is anticipated to draw private investment of between \$25 and \$60 million, is expected to result in up to 200 permanent professional/retail/commercial jobs in the area at full build-out, and would positively impact sales, business and occupation, and property tax revenues within Benton County; and,

WHEREAS, the County and City previously executed a separate Disbursement Agreement in the amount of \$500,000.00 for use toward an earlier phase of capital improvements within the Swift Boulevard corridor (Resolution 2018-463, adopted July 10, 2018; hereinafter "Swift 2018"); and the City wishes to

now capture additional Fund dollars that have accumulated in the City's allocation (\$350,000.00) to be applied toward later phases of improvements within the Swift Boulevard corridor that constitute this Project, and is limited to receiving that amount under this Agreement, with such funds being in addition to the contribution of the City's own funds designated for completion of the Project and the original \$500,000.00 contributed by the County under the aforementioned Agreement for Swift 2018.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the County and the City mutually agree to the following:

1. Based on the City's request for reimbursement from the Fund, the County agrees to reimburse the City for up to \$350,000.00 of qualified direct costs incurred by the City for the Project *after* the execution of this Agreement; contingent upon (i) such funds being less than the amount of the Fund allocated to the City, and (ii) that each reimbursement is consistent with the County's Rural County Capital Fund Disbursement Policy.
2. The City represents that the use of revenues from the Fund for the Project is consistent with RCW 82.14.370.
3. The City agrees to use all funds allocated by this Agreement solely for the purpose of financing the Project and warrants that all expenditures by the City for which it seeks reimbursement will comply with RCW 82.14.370.
4. The parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the City in connection with the Project.
5. The City shall invoice the County every ninety (90) days after the effective date of this Agreement, identifying all Project costs incurred by the City during the prior quarter that are eligible for and for which reimbursement is sought. All invoices shall be mailed to the County at the following address:

Benton County Commissioners Office
ATTN: Sustainable Development Manager
7122 West Okanogan Place
Kennewick, Washington 99336

6. All approved reimbursement payments will be made via check mailed directly to the City at Post Office Box 190 – MS-26, Richland, Washington 99352.
7. The City shall not hold the County liable for any delay in disbursements, but the County agrees to use its best efforts to make appropriate disbursement payments to the City in a reasonably timely fashion.
8. The City shall be responsible for establishing policies for implementing this Agreement, monitoring progress of the Project, and monitoring the fulfillment of the Parties' responsibilities under the Agreement. In addition to other responsibilities set forth in this Agreement, the City is responsible for following applicable bid and prevailing wage law policies and procedures when awarding bids for the Project contemplated by this Agreement.
9. The City agrees to provide the County with a quarterly report along with each invoice outlining the status of the Project, including a spreadsheet detailing all costs being reimbursed by the County.

10. If Rural County Capital Funds are applied by the City toward non-eligible expenditures, the County may cease all disbursements and the City shall repay to the County all monies inappropriately expended.
11. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed by the City with the Benton County Auditor.
12. It is not the intention that a separate legal entity be established with respect to the Project, nor is the joint acquisition, holding, or disposing of real or personal property anticipated.
13. The City agrees to indemnify the County from and against any claims, actions, losses, costs, penalties, damages, attorneys' fees, and all other liabilities and costs of defense of any nature arising out of the County's agreement to disburse funds under this Agreement.
14. The City shall not have the right to assign the rights under this Agreement nor to terminate its obligations hereunder without first securing the written consent of the County.
15. The term of this Agreement shall begin when executed by both parties, and shall expire on September 30, 2019. The City shall complete and request reimbursement for all Project work eligible for reimbursement by the County under the terms and conditions of this Agreement no later than the expiration date.
16. This Agreement contains the entire, complete, and integrated statement of each and every term agreed-to by and between the City and the County, and this Agreement supersedes any and all prior written and unwritten agreements and understandings pertaining to the Project, *except* for the aforementioned Swift 2018 disbursement agreement, which remains in-force.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed below.

BENTON COUNTY

Shon Small, Commission Chairman

Date: _____

ATTEST:

Cami McKenzie, Clerk to the Board

APPROVED AS TO FORM:



Deputy Prosecuting Attorney

CITY OF RICHLAND

Cindy Reents, City Manager

Date: _____

ATTEST:

Marcia Hopkins, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

EXHIBIT A

ESTIMATED PROJECT COMPLETION AND FUND DISBURSEMENT SCHEDULE

Projected schedule and expenses, in dollars. Disbursement schedule is depicted quarterly through the end of 2019.

PROJECT PHASES	DISBURSEMENT			
	2019			TOTAL
	02/12 - 03/31	04/01 - 06/30	07/01 - 09/30	
Construction	\$100,000	\$200,000	\$30,000	\$ 330,000
Construction Management	\$10,000	\$10,000		\$ 20,000
RCCF Contribution	\$110,000	\$210,000	\$30,000	\$350,000



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 16-19, Authorizing a Consultant Agreement with Carollo Engineers, Inc. for the Water Treatment Plant Solids Handling Improvements Project

Department:
Public Works

Ordinance/Resolution Number:
16-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 16-19, authorizing the City Manager to sign and execute an agreement with Carollo Engineers, Inc. for the Water Treatment Plant Solids Handling Improvements project.

Summary:

The City's Columbia River Water Treatment Plant (WTP) uses filtration as a key element of its treatment process. The City's eight filter basins require regular backwashing to remove accumulated solids and ensure adequate performance. The plant includes a backwash water handling facility to manage the wastewater generated by filter backwashing.

The current backwash water treatment facility is more than 40 years old and in need of refurbishment/replacement in order to continue to meet the City's commitment of producing high-quality water to the public. An element of the current backwash water treatment facility is a solids drying facility located on the west side of George Washington Way north of Spengler Street. In October 2011, CH2M Hill prepared an initial alternatives analysis with each of the proposed solutions involving treatment technologies meant to consolidate the processes and potentially allow surplus of the George Washington Way facility.

The 2019-2024 Capital Improvement Plan (CIP) includes a project titled Water Treatment Plant Renewal and Replacement, and current budget appropriations cover analysis and pre-design for solids handling improvements.

City engineering staff do not have specific expertise in water treatment solids handling. Consultant services have been sought to supplement staff expertise. Following the City's purchasing guidelines, staff completed a Request for Qualification (RFQ) process. Carollo Engineers, Inc. was determined to be the best qualified firm of the three (3) firms that responded to the RFQ. The parties have negotiated scope and budget, to include required solids testing, analysis and preliminary design.

Staff recommends adoption of Resolution No. 16-19. The outcome of this work will be a fully vetted concept for future modification of the backwash handling facility at the Water Treatment Plant.

Fiscal Impact:

The 2019 Capital Improvement Plan has budgeted \$375,000 in the Water Treatment Plant Renewal & Replacement project. This consultant work will cost \$78,078 and will be funded from this budget.

Attachments:

1. Resolution No. 16-19
2. Consulting Agreement - Carollo Engineering, Inc. - WTP Solids Handling

RESOLUTION NO. 16-19

A RESOLUTION of the City of Richland authorizing a consultant agreement with Carollo Engineers, Inc. for services related to the Water Treatment Plant Solids Handling Improvements Project.

WHEREAS, the City's Water Treatment Plant is subject to state and federal regulations designed to ensure high quality drinking water for the public, and protect the Columbia River from potential pollutants generated by treatment processes; and

WHEREAS, the primary source of pollutants from the City's Water Treatment Plant is the filter backwash process, which generates solids comprised of particles in the untreated river water, and treatment chemicals used to assist in filter performance; and

WHEREAS, the City's Water Treatment Plant's solids handling facilities are more than 40 years old and have reached the end of their useful life; and

WHEREAS, the City will benefit from professional engineering support to evaluate and determine the best available technology to replace the current, obsolete facilities; and

WHEREAS, a competitive Request for Qualifications (RFQ) process has been conducted in compliance with City purchasing policies; and

WHEREAS, the City received three (3) responses to the RFQ; and

WHEREAS, Carollo Engineers, Inc. was selected as the most qualified vendor to complete the alternatives analysis and design basis for the Solids Handling Improvements; and

WHEREAS, a scope of work and budget with Carollo Engineers, Inc. has been negotiated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Carollo Engineers, Inc. to complete analysis and design services for the Water Treatment Plant Solids Handling Improvements Project.

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 5th day of February, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

WTP Solids Handling Improvements

This Agreement is entered into this _____ day of February, 2019 ("Effective Date") by and between the **City of Richland ("City")**, a Washington municipal corporation located at 505 Swift Blvd. Richland, WA 99352, and **Carollo Engineers, inc. ("Consultant")**, a Washington for-profit corporation with service at 1218 Third Avenue, Suite 1600, Seattle, WA. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. 45-19
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. 18-0124
 4. ☒ Exhibit B: Solicitation No. 18-0124 proposal response submitted by Consultant dated October 18, 2018.
 5. ☐ Additional Documents – .

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by August 31, 2019.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on August 31, 2019.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Seventy-Eight Thousand Seventy-Eight Dollars (\$78,078)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when Consultant travels at least 150 miles per one-way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

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

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment

due to Consultant of the fees set forth in this Agreement. Such property shall constitute “work made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not “work made for hire” within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter “public records”) may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City

shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.

- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

www.sam.gov and

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

13. INSURANCE

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

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

- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return

receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
505 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Alan Straub
Name of Firm: Carollo Engineers, inc
Address: 1218 Third Avenue, Suite 1600
Seattle, WA 98101
Email: AStraud@carollo.com
Phone Number: 206-684-6532
Fax Number:

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

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

21. CHANGE IN LAW

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

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

Cynthia D. Reents, City Manager

Signature

ATTEST:

Printed Name

Marcia Hopkins, City Clerk

Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

**SCOPE OF WORK
CITY OF RICHLAND (COR)
AND
CAROLLO ENGINEERS, INC (ENGINEER)**

WTP SOLIDS HANDLING IMPROVEMENTS PROJECT

INTRODUCTION

The City of Richland (COR) operates and maintains the water system for the City. This includes the City's Columbia River Water Treatment Plant (WTP), which currently utilizes off-site evaporation ponds for solids handling. These existing evaporation ponds are located on a high value parcel of land in a growing area of the City. The key objective of this project is to upgrade the WTP's solids handling system and provide long term solids handling capacity as well as potentially removing the reliance on the off-site ponds to allow the off-site land to be sold or repurposed. Specific project objectives include the following:

- Confirm the existing WTP's expected residuals/solids production and forecast future solids production due to increased future plant flow rates, and possible changes in source water quality.
- Analyze the existing solids handling processes to identify existing bottlenecks and areas for additional improvement.
- Develop up to three alternatives for upgrading the solids handling processes at the WTP.
- Develop a basis of design for the recommended solids handling system that can accommodate the expected residuals/solids production and achieve COR's capital and operational goals.

SCOPE OF WORK

The following Scope of Work has been developed to assist COR in achieving the objectives listed above.

General Assumptions

- This scope assumes evaluation will be performed on the following alternatives:
 1. Refurbishment of the existing solids handling system to improve system operability.
 2. A hybrid solids handling approach involving modifications to the existing sedimentation basins, intermediate sludge homogenization, chemical polymer addition, and dewatering via a geotextile bag system.
 3. A full mechanical dewatering solids handling system utilizing a screw press.
- **DELIVERABLES:** All ENGINEER submittals will be provided digitally, through email or secure file transfer. Finalized documents will be digitally stamped. Hard copies will not be provided unless specifically noted otherwise.
- **COR PROVIDED INFORMATION AND SERVICES:** COR shall furnish the ENGINEER available studies, reports and other data pertinent to the ENGINEER's services; obtain or authorize the ENGINEER to obtain or provide additional reports and data as required; furnish to the ENGINEER services of others required for the performance of ENGINEER's services hereunder, and the ENGINEER shall be entitled to use and rely upon all such information and services provided by COR or others in performing the ENGINEER's services under this Agreement.
- **ESTIMATES AND PROJECTIONS:** The ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or

over the way the COR's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on the ENGINEER's opinion based on experience and judgment. The ENGINEER cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the ENGINEER and the ENGINEER does not and will be not liable to and/or indemnify the COR and/or any third party related to any inconsistencies between the ENGINEER's data projections and estimates and actual costs and/or quantities realized by the COR and/or any third party in the future.

- **THIRD PARTIES:** The services to be performed by the ENGINEER are intended solely for the benefit of the COR. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

TASK 1 - PROJECT MANAGEMENT

The purpose of this task is to provide the administrative and financial management activities associated with performing and completing the work for this project. This task consists of maintaining clear and continuous communication with the COR to reduce re-work, produce deliverables on schedule and within the budget established herein, and address issues in an appropriate manner.

PROJECT SCHEDULE: The project schedule will be a comprehensive plan with an appropriate level of detail to establish the sequence of tasks and activities necessary to complete the project. The schedule logic will represent how design will progress, identify important features of the work, and show interrelationships between various workgroups or disciplines.

INVOICING AND PROJECT STATUS REPORTS: ENGINEER will provide regular status reports to the COR. Reports will be submitted on a monthly basis. In addition, updates will be submitted as needed for significant changes in project scope.

Project status updates will be submitted in accordance with the ENGINEER's standard reporting templates with the relevant information for each reporting interval. The reports will contain information related to deliverables, schedule, scope, budget, risks, and potential changes.

Task 1 Assumptions:

1. Project duration is 6 months.

Task 1 Deliverables - ENGINEER

1. Project schedule.
2. Monthly invoices.
3. Regular project status reports.

TASK 2 – PRELIMINARY DESIGN

Task 2.1 Existing Data and Alternatives Development

ENGINEER will conduct an analysis of the operating and process parameters that affect the performance and selection of future solids handling processes. Utilizing information provided by the COR, ENGINEER will define the solids handling requirements for current and future facilities. Interviews with plant staff, historic plant operating data, and future plant operation/production expectations will be used to

confirm residuals handling requirements and predict future residuals handling needs. This data analysis will be presented at the Kick-Off and Alternatives Development Workshop and will provide the basis for the alternatives development.

Engineer will conduct a Kick-off and Alternatives Development Workshop. Key goals and outcomes of the workshop are:

- Present project approach, schedule, team and communications protocols.
- Summarize data analysis.
- Present an overview of applicable solids handling technologies for COR WTP given projected solids loading, existing treatment process, and available space.
- Confirm the solids handling alternatives to be evaluated further.
- Obtain plant staff input on current operational protocols affecting solids treatment process.
- Finalized evaluation criteria for alternatives analysis.
- Confirm regulatory requirements and approach to Washington Department of Health (DOH) coordination/permitting.

Task 2.1 Workshops

1. Kick-off and Alternatives Development Workshop.

Task 2.1 COR Deliverables

1. Three to five years' worth of operating records, daily water quality data, chemical dosing information, and related information for developing solids production estimates.
2. Most recent Water Master Plan.

Task 2.1 Deliverables - ENGINEER

1. Information Request.
2. Workshop presentation materials.
3. Draft and Final Workshop agenda and meeting notes.

Task 2.1 Assumptions

1. Data provided by the City will be organized into spreadsheet (Excel) format by the City.
2. Workshop will be 3 hours in length and held at COR WTP.
3. Plant walkthrough will be held prior to workshop and led by WTP Plant Manager.

Task 2.2A Bench Scale Analysis

Under this task, ENGINEER will analyze the existing WTP solids, to determine key characteristics such as the settleability and dose/response to chemical addition. Optimizing the selected alternative through bench and/or pilot scale analysis will confirm effectiveness of selected system, help avoid oversizing or undersizing system components, improve operational flexibility, and expedite full scale system startup. Results and procedures of bench scale analysis will be documented in Technical Memorandum 1: Bench Scale Analysis Results.

The bench scale analysis will provide the following key benefits:

- Confirm applicability and performance of the selected solids handling system.
- Determine chemical selection and doses to be used to inform design criteria.
- Identify potential areas for optimization which could minimize capital expenditure.

Bench scale analysis will include coagulation and time to filter testing on current "raw" sludge (well mixed) and pre-thickened sludge (sludge that has been allowed additional settling time and decanted). Multiple polymer and dose combinations will be used to assess coagulation requirements for the sludge

and determine settleability and filterability. This testing will provide a relevant analog for geotextile bag or screw press type dewatering processes, where sludge pre-conditioning operations are critical.

Task 2.2A Deliverables - COR

1. Samples of current sludge in 5-gallon buckets (number to be determined).

Task 2.2A Deliverables - ENGINEER

1. Technical Memorandum 1 with pilot scale analysis, results, and subsequent design recommendations.

Task 2.2A Assumptions:

1. Scope includes running tests on one representative sludge sample.

Task 2.2B Pilot Scale Analysis – Geotextile Bags

Under this task, ENGINEER will assist in arranging for pilot scale testing of solids handling with geotextile bags from two reputable vendors. The goal of this testing will be to confirm the required conditioning of the influent solids (solids mixing/homogenization, concentration of solids, and dose of polymer) required to achieve the desired geotextile bag performance. This in turn will inform the design requirements and modifications to existing components necessary for this alternative. This task will build on the bench scale analysis performed in Task 1.2A, confirming the settleability and dose/response data developed at the bench scale translates appropriately to pilot scale implementation with geotextile bags.

Data from pilot scale testing will assist in development of criteria for this alternative. Results and procedures of the pilot scale analysis will be documented in Technical Memorandum 2: Geotextile Bag Pilot Scale Analysis Results.

In summary, pilot scale analysis using geotextile bags will achieve the following goals:

- Confirm minimum percent solids that can directed to the geotextile to produce desired thickened solids.
- Confirm chemical selection and doses to be used to inform design criteria.

Task 2.2B Deliverables - COR

1. Space on site and power for pilot equipment setup (details to be determined).
2. Available sludge to feed the pilot equipment.
3. Operations staff to support pilot setup and operations (as needed).

Task 2.2B Deliverables - ENGINEER

1. Technical Memorandum 2 with pilot scale analysis, results, and subsequent design recommendations.

Task 2.2B Assumptions:

1. The cost of pilot equipment rental, chemicals, and vendor supplied pilot operators are not included and will be negotiated separately, directly with the equipment vendors.

Task 2.3 Solids Handling Alternatives Evaluation and Selection

Engineer will develop the alternatives listed in the general assumptions, utilizing information gained from Task 2.1 and 2.2 to further highlight differences in cost and non-cost items, and present the results in the Alternatives Evaluation and Selection Workshop. For each alternative the following information will be compiled:

1. Equipment and footprint sizing.
2. Conceptual operational protocols.
3. Estimated order of magnitude construction and O&M Costs.
4. Implementation constraints.
5. Typical operational and performance limitations and advantages.

Key outcomes from the Alternatives Evaluation and Selection workshop will be:

- Selection of a preferred alternative.
- Design approach for long term solids treatment at the COR WTP.

Task 2.3 Workshops:

1. Alternatives Evaluation and Selection Workshop.

Task 2.3 Deliverables - COR

1. None.

Task 2.3 Deliverables - ENGINEER

1. Finalized evaluation criteria in advance of Workshop.
2. Workshop Draft and Final Agenda and Meeting Notes.
3. Workshop Presentation Materials.

Task 2.3 Assumptions

1. A maximum of three (3) solids handling system options will be evaluated in this task.
2. Workshop will be three (3) hours in duration and held at COR WTP.

Task 2.4 Preliminary Design Memo

The results of the preceding tasks will be documented into a Preliminary Design Memo (PDM). The PDM will provide an overview of the alternatives development, screening, and selection processes, as well as any bench or pilot testing that was performed. The memo will lay the foundation for the design phase. Collaborative review of the PDM will be conducted during the PDM Review Meeting.

The PDM shall provide the following information for the selected alternative:

- General layout of the selected facilities on the site including major yard piping.
- Hydraulic profile.
- Process Flow Diagrams.
- Equipment sizing and design criteria tables.
- Electrical one-line diagrams.
- Preliminary control philosophies.

The PDM will address the following project needs:

- Document results of the alternatives evaluation process developed in Tasks 2.1 through 2.3.
- Provide the basis of design, allowing the design team to quickly and efficiently develop the next phase of design.
- Satisfy Washington Department of Health Requirements.

Task 2.4 Meetings

1. PDM Review Meeting.

Task 2.4 Deliverables - COR

1. Draft PDM review comments.

Task 2.4 Deliverables - ENGINEER

1. PDM, draft and final.

Task 2.4 Assumptions:

1. The PDM review meeting will be held via online conference call / screen share.
2. Previous workshop materials, meeting notes, and Technical Memorandum 1 & 2 will provide the basis for PDM development.

Final Design Fee for City of Richland Water Treatment Plant Solids Handling Improvements Project

		CAROLLO - ENGINEER							Other Direct Costs		Subconsultants			TOTAL PROJECT COSTS	
		Project Manager	Design Manager	Project Engineer 1	Project Engineer 3	CAD Tech 1	Clerical	Total Labor Hours	Total Labor Cost	Carollo Other Direct Costs	ODC Subtotal	Damon - Benchtop/Piloting	JUB - Civil/Survey/CM		Subtotal
Task	Task and Sub-Task Description														
		\$ 215	\$ 200	\$ 190	\$ 170	\$ 155	\$ 100								
1 PROJECT MANAGEMENT															
	Project Management Coordination	6	2				2	10	\$ 1,890		\$ -	\$ -	\$ -	\$ -	\$ 1,890
	Monthly Invoicing	6	2				6	14	\$ 2,290	\$ 200	\$ 200	\$ 800	\$ 900	\$ 1,700	\$ 4,190
	PM Check-ins	6	2					8	\$ 1,690	\$ 400	\$ 400	\$ -	\$ -	\$ -	\$ 2,090
TOTAL TASK 1: PROJECT MANAGEMENT															
	Hours	18	6	0	0	0	8	32							
	Cost	\$ 3,870	\$ 1,200	\$ -	\$ -	\$ -	\$ 800		\$ 5,870	\$ 600	\$ 600	\$ 800	\$ 900	\$ 1,700	\$ 8,170
2 PRELIMINARY DESIGN															
	2.1 Existing Data and Alternatives Development	6.5	19	42	8	0	3	78.5	\$ 14,838	\$ 1,500	\$ 1,500	\$ 1,200	\$ 900	\$ 2,100	\$ 18,438
	Data Collection Coordination	0.5	2	2	4			8.5	\$ 1,568		\$ -	\$ -	\$ 300	\$ 300	\$ 1,868
	Data Analysis and Summary Table Prep		2	16	4		1	23	\$ 4,220		\$ -	\$ 400	\$ -	\$ 400	\$ 4,620
	Kickoff Meeting & Alternatives Development Workshop	6	12	24				42	\$ 8,250	\$ 1,500	\$ 1,500	\$ 800	\$ 600	\$ 1,400	\$ 11,150
	Meeting Minutes		3				2	5	\$ 800		\$ -	\$ -	\$ -	\$ -	\$ 800
	2.2 Bench and Pilot Scale Analysis	0	2	5	0	0	8	15	\$ 2,150	\$ -	\$ -	\$ 4,800	\$ -	\$ 4,800	\$ 6,950
	A. Bench Scale Analysis		1	1			4	6	\$ 790		\$ -	\$ 3,200	\$ -	\$ 3,200	\$ 3,990
	B. Pilot Scale Analysis - Geotextile Bags		1	4			4	9	\$ 1,360		\$ -	\$ 1,600	\$ -	\$ 1,600	\$ 2,960
	2.3 Solids Handling Alternatives Evaluation and Selection	8	26	42	22	0	2	100	\$ 18,840	\$ 1,500	\$ 1,500	\$ 1,600	\$ 1,800	\$ 3,400	\$ 23,740
	Alternatives Evaluation	2	14	22	22			60	\$ 11,150		\$ -	\$ 800	\$ 1,200	\$ 2,000	\$ 13,150
	Alternatives Evaluation Workshop	6	10	20				36	\$ 7,090	\$ 1,500	\$ 1,500	\$ 800	\$ 600	\$ 1,400	\$ 9,990
	Meeting Minutes		2				2	4	\$ 600		\$ -	\$ -	\$ -	\$ -	\$ 600
	2.4 Preliminary Design Report	4	12	28	36	16	16	112	\$ 18,780	\$ -	\$ -	\$ 800	\$ 1,200	\$ 2,000	\$ 20,780
	Draft Report	2	8	24	32	16	12	94	\$ 15,710		\$ -	\$ 800	\$ 900	\$ 1,700	\$ 17,410
	Finalize Report	2	4	4	4		4	18	\$ 3,070		\$ -	\$ -	\$ 300	\$ 300	\$ 3,370
TOTAL TASK 2: PRELIMINARY DESIGN															
	Hours	18.5	59	117	66	16	29	305.5							
	Cost	\$ 3,978	\$ 11,800	\$ 22,230	\$ 11,220	\$ 2,480	\$ 2,900		\$ 54,608	\$ 3,000	\$ 3,000	\$ 8,400	\$ 3,900	\$ 12,300	\$ 69,908
TOTAL PROJECT															
	Hours	36.5	65	117	66	16	37	337.5							
	Costs	\$ 7,848	\$ 13,000	\$ 22,230	\$ 11,220	\$ 2,480	\$ 3,700		\$ 60,478	\$ 3,600	\$ 3,600	\$ 9,200	\$ 4,800	\$ 14,000	\$ 78,078



REQUEST FOR QUALIFICATIONS (RFQ)

City of Richland, Washington

RFQ NUMBER	18-0124	
RFQ TITLE	Water Treatment Plant Solids Handling Improvements	
DATE ISSUED	September 27, 2018	
PURPOSE	The City of Richland is soliciting statements of qualifications for the modification of the Water Treatment Plant solids removal and transportation system.	
DEADLINE FOR SUBMISSIONS	3:00 P.M. Pacific Local Time October 18, 2018 Late submittals will not be accepted.	
PRE-SUBMITTAL CONFERENCE	A pre-submittal tour of the Water Treatment Plant will be given on October 10, 2018, starting at 10:00 a.m. at <u>101 Saint Street</u> , Richland, WA	
LAST DATE TO SUBMIT QUESTIONS	The last date to submit questions regarding this RFQ is October 15, 2018, at 3:00 p.m. Pacific Local Time.	
DIRECT ALL INQUIRIES TO	BUYER	Barbara Raney
	BUYER	Jana Duncan
	EMAIL	purchasing@ci.richland.wa.us
	PHONE NO.	(509) 942-7710
REQUIRED NO. OF COPIES	Submit (1) one original electronic submission	
ELECTRONIC SUBMITTAL	All required documentation shall be submitted online at www.publicpurchase.com . See section 4.2 Electronic Submittal for detailed instructions.	
RESULTS OF SUBMITTALS RECEIVED	A list of submittals received will be posted to Public Purchase shortly after the due date and time. Submittals will remain confidential until the City makes a decision on an award.	

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SECTION	TITLE	PAGE NUMBER
	RFQ Cover Page	i
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2	Scope of Work	3
3	Evaluation and Selection Process	4
4	Submittal Requirements	6
5	Standard Terms and Conditions	8
6	Additional Terms and Conditions	11
ATTACHMENTS	TITLE	NUMBER OF PAGES
A	RFQ Signature Form and Addendum Acknowledgement	1
B	City of Richland Sample Contract	10
C	2011 WTP Solids Handling Improvements Technical Memorandum	9

CITY OF RICHLAND
REQUEST FOR QUALIFICATIONS
RFQ No.18-0124, Water Treatment Plant Solids Handling Improvements
SUBMITTALS DUE: October 18, 2018, 3:00 p.m., EXACTLY, Pacific Local Time

Public notice is hereby given that the City of Richland, Washington has issued the above solicitation for statements of qualifications for the modification of the Water Treatment Plant solids removal and transporting system. Detailed information and submittal documents are available at www.publicpurchase.com, under City of Richland, Washington designated webpage.

Contact Public Purchase directly if unable to access documents online at support@publicpurchase.com. Online Chat is available from 7:00 a.m. to 4:00 p.m. MT at www.publicpurchase.com top left corner. If unable to reach Public Purchase, contact the City Purchasing Division at 509-942-7710.

The City of Richland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color national origin, or sex in consideration for an award.

Published:
Wednesday, September 26, 2018 Tri-City Herald

Cathy Robinson, CPPO, CPPB
Purchasing Manager

SECTION 1 PROJECT OVERVIEW

1.1 Intent

The purpose of this Request for Statement of Qualifications is to solicit responses from interested consultants for the design and implementation of modifications to the Water Treatment Plant solids removal and transporting system to collect and handle the solids on-site.

1.2 Background

- A. The City of Richland (City) is a rapidly growing City located in Benton County at the confluence of the Columbia and Yakima rivers in Southeastern Washington. Richland and its sister cities of Kennewick, Pasco and West Richland make up the Tri-Cities Metropolitan Statistical Area (MSA) (population 283,830). Richland is the third largest City with 54,150 residents. The City has a City Manager-Council form of government, was incorporated in 1958, and operates as a first class City under the Revised Code of Washington Title 35 (RCW 35).
- B. Richland is a full-service city composed of ten departments, with a budget of \$282 million, of which roughly, \$58 million is General Fund. The City provides citizens with general government, public safety, public works, planning and community development, housing programs, as well as parks and recreational programs. The City operates an electric distribution utility, water and waste water utilities, solid waste landfill-collection system, public library, and administers the consolidated regional emergency management (911) dispatch center.
- C. The City has a staff of approximately 517 full/part-time employees with an additional seasonal flux of up to 50. More than 75% of the employees report to Public Works, Electrical Utility (Energy Services), Public Safety (Fire and Police) as well as the Parks Department.
- D. The Water Treatment Plant (WTP) is a 36-mgpd plant built in 1963 and presently serves the population of Richland. Water is delivered to the WTP by intakes from the Columbia River. The water distribution system and WTP are maintained and operated by a staff of approximately 22 people under the direction of the Water Manager.
- E. The City is looking to hire a consultant that can evaluate alternatives, make a recommendation and prepare design/construction documents for replacement of the solids removal and transportation system. The existing solids handling system at the Richland WTP includes backwash equalization, sedimentation basins, and off-site evaporation ponds. The intent is to process all solids at the water treatment plant site and re-purpose the off-site evaporation ponds. Desirable solutions will consider other technologies that will result in minimal impact on the surrounding neighborhood and a minimal long-term fiscal impact for the City. The City completed a study of various plant improvements in 2011, including solids handling, which will be the starting point for evaluating and recommending potential technologies.

1.3 Consultant Experience

- A. The City is seeking a consultant or consultant team with experience in:
 - 1. Evaluation of WTP equipment and processes.
 - 2. Solids dewatering and handling concepts and implementation.
 - 3. Engineering design for the inclusion of equipment into existing facilities
 - 4. Development and modification of O & M procedures

5. Washington State Department of Ecology regulatory requirements for a WTP.

1.4 RFQ Solicitation Schedule

Tentative Schedule	
Task	Date
RFQ Issued	September 27th, 2018
RFQ Pre-Submittal Meeting (if applicable)	October 10th, 2018 – Non Mandatory Plant Tour
Deadline for Questions by Interested Parties	October 15 th , 2018, 3:00 PM Pacific Location Time
RFQ Due Date	October 18th, 2018, 3:00 PM Pacific Local Time
*Evaluation and Selection	November 2018
*Interviews / Presentations, if required	Late November/early December 2018
*Estimated Date of Intent to Award	January, 2019
*Estimated Date of Council Award	January, 2019
*Estimated Date of Notice to Proceed	February 2019
*Target Date for Completion of all Work	Current through 2019

NOTE: Dates preceded by an asterisk (*) are estimated dates. Estimated dates are for information only.

END OF SECTION

SECTION 2 SCOPE OF WORK

2.1 Project Description

The scope of work for this project includes, but is not limited to, the following:

- A. Review and evaluate current processes that impact solids handling.
- B. Identify alternatives and develop a recommendation based on the City's goals of :
 - 1. Handling all solids processing at existing treatment facilities, allowing the existing evaporation pond site to be re-purposed or sold
 - 2. Minimizing the impacts to the existing neighborhood around the water treatment plant.
 - 3. Minimal long term fiscal impacts to maintenance and operations
- C. Design and prepare technical specifications and bid documents for construction
- D. Optional – construction contract administration support. The City may, by contract amendment, add this additional item.
- E. Updated O&M / process control manuals for processes that are changed / updated / or rehabilitated.

2.2 City Provided Services / Resources

For this project, the City will provide the following:

- A. Record drawings and current operation & maintenance manuals for the WTP and its unit processes
- B. Access to facility, operators, and maintenance staff
- C. Flow rates, dosing rates, Raw Turbidity and other process unit data
- D. Existing Water Comprehensive Plan (current updated completed in 2016)
- E. Existing General Water Distribution System Plans

2.3 Suggested Improvements

When preparing the submittal, responders are encouraged to suggest improvements to the scope of work that would provide the City with a more successful plant operation and consultant relationship.

2.4 Funding and Cost

It is anticipated that the contract compensation will be on a time and materials basis with a not to exceed maximum amount.

END OF SECTION

SECTION 3 EVALUATION AND SELECTION PROCESS

3.1 Evaluation Criteria

Submittals will be evaluated using the following criteria:

Evaluation Criteria	
Category	Maximum Points
Organization and Completeness of Submittal Response	10
Project Approach and Schedule a. Methodology b. Work Plan	30
Firm's Experience a. Firm's Relevant Experience b. Assigned Project Team c. Technical Skills	40
Similar Projects/References a. Past Performance	20
Maximum Written Points	100
Interview / Presentations, if needed	50
Total Maximum Points	150

3.2 Determining Selection

- A. Qualifications will be the basis from which interested individuals or firms will be selected for interviews. The City will evaluate submittals using the criteria set forth in this RFQ.
- B. The City reserves the right to request any additional information needed for clarification from any responder for evaluation purposes.
- C. Following the City staff evaluation of the submittals received, selected individuals or firms may be invited to make oral presentations before the City's Evaluation Team. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each individual, firm or team invited to participate.
- D. The City reserves the right to make a contract award without written and/or oral presentations.
- E. After completion of the evaluations, the City's Evaluation Team will determine the most qualified individual or firm based on all materials and information presented. The City will then begin negotiations for an agreement with the selected individual or firm.
- F. If the City is unable to reach an agreement with the most qualified individual or firm, the City may terminate negotiations and enter into negotiations with the next most qualified individual or firm, or the City may refrain from contracting with any respondent.
- G. Once the City reaches an agreement that the City finds acceptable, the City will issue an intent to award notification.
- H. The City shall have no obligation until a contract is executed between a Responder and the City. The City reserves the right to not award a contract if doing so is in the best interest of the City.

I. No cost chargeable to the proposed contract may be incurred before a fully executed contract.

3.3 Responsible Consultant Criteria

The City shall consider only responsible Consultants. Responsible Consultants are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and integrity necessary to perform the requirements of the contract. The City may also consider references, financial stability, and any other information available to the City. Firms with an owner convicted within the past ten years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

3.4 Agreement/Contract

The City intends to use and issue an agreement for the services requested herein. Typically, the Scope of Services outlined in this RFQ solicitation, the successful responder's submittal to same and the end result of negotiations will become Exhibit "A", Scope of Services in the agreement. A sample copy of the City's agreement is attached to this RFQ as Attachment A.

END OF SECTION

SECTION 4 SUBMITTAL REQUIREMENTS

4.1 Organization of Submittal

The following list details the appropriate submittal format. Responders should organize their submittal into the following sections:

A. *Preface*

1. Attachment A – RFQ Signature Form and Addendum Acknowledgement
2. November 2017 Internal Revenue Service Form W-9

B. *Executive Summary* (Limit 4 pages)

1. Introduction of your organization
2. Include the key elements of the Responder's expertise, products/services offered and an overview of the consultant team. All information should tie back to the knowledge and experience of the consultant firm.
3. Indicate the address and telephone number of the respondent's office located nearest to Richland, Washington, and the office from which the Project will be managed.

C. *Project Approach and Schedule* (Limit 10 pages, excluding resumes)

1. Work Plan: Describe the proposed sequence of specific tasks to accomplish this Project. Indicate all key deliverables and their contents. Include a list of information required or tasks to be completed by City staff. Identify any pitfalls or hurdles that may be foreseen with each task.
2. Methodology: This section should clearly describe the methodology or methodologies planned to provide the specific tasks described in the Work Plan. Include project management tracking tools and communication plans.
3. Team Organization: Provide an organizational chart showing all proposed team member roles and responsibilities and estimated hours associated with each task, including any subcontractors/sub-consultants. Identify the Responder's Project Lead Consultant/Project Manager. Include a resume (two (2) pages maximum) for each Project Team member. The City is seeking a well-balanced team featuring:
 - i. Breadth of expertise sufficient to accommodate Project needs.
 - ii. Appropriate mix of senior, mid-level, and junior staff to maximize value.
 - iii. Organizational capacity to take on workload necessary for Project success.
 - iv. List the percent each person will be assigned to this project and identify the percent they will be assigned to other projects at the same time.
4. Project Schedule: Provide a schedule for completing each task in the Scope of Work and proposed Work Plan. The schedule should demonstrate the proposed team's ability to perform the work requested within an established budget and schedule. Project schedule should include deadlines and milestones meeting project deliverables and identify potential risks that may impact the schedule with recommendations for the mitigation and/or elimination of such risks.
5. List any other information which may be helpful in determining your knowledge and experience for this service.

D. *Related Project Experience / References* (Limit 5 pages)

1. Describe recent, within the last five (5) years, directly related experience with water treatment plants. Past experience with WTP processes is highly desired. Include the following:
 - i. Name of the client, address, email, telephone number and name of the project manager.
 - ii. Date(s) of the service, description of the work performed.
 - iii. Original time schedule and completed time schedule.
 - iv. Discuss if the project stayed within agreed upon budget.
2. Provide at least three (3) references. For each of the references provide the following:
 - i. Company Name
 - ii. Contact name and title, address, email and phone number
 - iii. Description of services provided
 - iv. Timeframe of services provided
3. The City reserves the right to contact any organization or individuals provided by the Responder or obtained by the City.

4.2 Electronic Submittal

- A. Submittals shall be submitted electronically through the Public Purchase website. Submittals delivered by hand, fax, telephone or email or any postal carrier will not be accepted.
 1. Responders must be registered with PublicPurchase.com. Visit the City of Richland website at: [Richland, WA - Public Purchase Website](#) for instructions to register.
 2. *Register as early as possible and do not wait until the due date as the registration process may take up to 24 hours to complete.*
 3. If you have any questions on how to respond to electronic submittals, contact vendor support at [www.publicpurchase.com](#) through Live Chat in the upper left corner of the webpage or email [support@publicpurchase.com](#). Public Purchase staff is available Monday – Friday, 8 am to 5 pm Central Time.
- B. Electronic submittals shall be limited to the documents specified in the RFQ document and shall not include additional brochures, booklets or other sales material that are not specifically requested in the RFQ.
 1. The City of Richland cannot guarantee internet access. It is strongly recommended that you respond 24 hours prior to the bid closing date and time for submittal.
 2. **The City is unable to verify if a submittal has been successfully uploaded in Public Purchase.** The Public Purchase system places all submissions into a virtual lock box where they cannot be viewed by the City until after the due date and time.
 3. Responders can check their submission by returning to the home page of Public Purchase. The submittal will be shown in the “Bids Responding To” section. **DO NOT EMAIL A COPY OF YOUR BID TO THE CITY.**

4. The Public Purchase website will not allow submittals to be uploaded after the due date and time established. Responders accept all risks for uploading their submission by the established due date and time.
- C. If a Responder uploads a file to Public Purchase, it is the Responder's responsibility to ensure the file is not corrupt or damaged. If the City is unable to open an attachment because it is damaged, corrupt, infected, etc., the City may disqualify the Responder's submission.

END OF SECTION

SECTION 5 STANDARD TERMS AND CONDITIONS

1. **BID / QUOTE / PROPOSAL / GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **ACCEPTANCE:** This order expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Contractor are objected to and hereby rejected, unless otherwise provided in writing by the City.
3. **LICENSES:** If applicable, successful contractor shall have a valid and current State of Washington and City of Richland business license. Licenses shall be obtained prior to award of any PO/contract.
4. **ADD-ON:** By mutual agreement, the quantity of items purchased may be increased within 12 months of the date of award, provided the original purchase price, terms, conditions, and specifications remain the same.
5. **TAXES:** Unless otherwise definitely specified, the City agrees to pay all State of Washington sales or use tax. The City is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
6. **CHANGES WITHOUT NOTICE PROHIBITED:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the City prior to shipment.
7. **ADDITIONAL CHARGES NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, etc., except as specified in the Notice of Award. Freight collect shipments (COD) will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
8. **MSDS:** Material Safety Data Sheets to be included with shipments of any material requiring this documentation, per OSHA and WSHA regulations.
9. **IDENTIFICATION:** All invoices, packing slips, shipping notices, bill of landings, and all other written documents affecting this order shall contain the applicable PO/Contract number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
10. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, it will be up to the Contractor to make delivery to that location at no additional charge. Where specific authorization is granted to ship FOB shipping point, Contractor agrees to prepay all shipping charges and route as instructed.
11. **TITLE/RISK OF LOSS:** Regardless of FOB Point, Contractor agrees to bear all risks of loss, injury, destruction of goods and materials ordered herein which occur prior to delivery. Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by Contractor to City shall pass to the City upon City's inspection and acceptance of such items at the specified City location. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
12. **DELIVERY:** With respect to delivery under this order, time is of the essence, and the order is subject to termination for failure to delivery as specified. For any exception to the delivery date as specified on this order, Contractor shall give prior notification and obtain written approval thereto from the City. The acceptance by the City of later performance with or without objection or reservation shall not waive this right to claim damages for such breach nor constitute a waiver of the requirement for the timely performance of any obligation remaining to be performed by Contractor.
13. **REJECTION:** All goods or materials purchased herein are subject to approval by the City. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the City or returned will be at Contractor's risk and expense.
14. **PAYMENT TERMS:** Unless otherwise negotiated, the terms of payment shall be net 30 days from receipt of proper invoice. PO numbers must be noted on all invoices.
15. **CASH DISCOUNTS:** In the event that the City is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract. For the purpose of earning the discount, payment is deemed to be made on the date of mailing or transmittal of the City

warrant, check or EFT.

16. **INVOICING:** Itemized invoices are required. Invoices will not be processed for payment until items invoiced are received. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the contractor and approved by the City.
17. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, local laws and regulations. Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.
18. **INFRINGEMENTS:** Contractor agrees to protect and save harmless, the City against all claims, suites, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchases, installation, or use of goods and materials ordered and to assume all expenses and damages arising from such claims, suits or proceedings.
19. **WARRANTIES:** Contractor represents and warrants that the goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the specifications and be free from defects in labor, material and manufacturer. All UCC implied and expressed warranties are incorporated in this Purchase Order/Contract. Contractor shall transfer all warranties to the City.
20. **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
21. **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Purchase Order/Contract, except for injuries and damages caused by the sole negligence of the City
22. **FORCE MAJEURE:** Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes epidemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due the reason for delay.
23. **TERMINATION:** (i) The parties may terminate this Purchase Order/Contract by mutual agreement. (ii) The City may terminate this Purchase Order/Contract at any time with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and City shall pay Contractor for goods delivered and accepted. (iii) The City may terminate this Purchase Order/Contract at any time if City fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any Purchase Order/Contract provision or is declared insolvent, the City may terminate this Purchase Order/Contract for cause with written notice to the Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC
24. **DEFAULT:** The Contractor covenants and agrees that in the event suit is instituted by the City for any default on the part of the Contractor and the Contractor is adjudged by court of competent jurisdiction to be in default, Contractor shall pay to the City all costs, expenses expended or incurred by the City in connection therewith, and reasonable attorneys' fees.
25. **SEVERABILITY:** If a court of competent jurisdiction declares any provision of the Purchase Order/Contract to be invalid, the other provisions and the rights and obligations of the parties remain in effect.
26. **NONDISCRIMINATION:** During the performance of this Purchase Order/Contract, the Contractor agrees as follows: The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the American with Disabilities Act (42 USC 12101 et. seq.).

27. **ANTI-TRUST:** Contractor and the City recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the City, therefore, Contractor hereby assigns to the City any and all claims for such overcharges.
28. **PUBLIC DISCLOSURE:** Purchase Order/Contract and all contents and attachments shall be deemed a public record as defined in RCW 42.56 "Public Records".
29. **ASSIGNMENT:** (i) This award is not assignable by Contractor either in whole or in part, without the prior written approval of the City.
30. **RIGHT TO AUDIT:** The City reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the Purchase Order/Contract.
31. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by the contractor in the performance of services under this agreement, other than those owned or provided by the City, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to the City under this Purchase Order/Contract.
32. **NONDISCRIMINATION - TITLE VI COMPLIANCE:** The City of Richland assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City sponsored program or activity. Richland City further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

END OF SECTION

SECTION 6 ADDITIONAL TERMS AND CONDITIONS

This section is a supplement to the Standard Terms and Conditions. If there is a conflict between the Standard Terms and Conditions and the Additional Terms and Conditions, the Additional Terms and Conditions shall prevail.

6.1 Cooperative Purchasing

Cooperative Purchasing is not applicable to this procurement.

6.2 Insurance

Insurance is required as stated in Attachment B – Sample City of Richland Contract.

6.3 Prohibition on Advanced Payments

The City does not accept requests for early payment, down payment or partial payment prior to services being delivered.

6.4 Administration

This Contract is between the City and the Consultant who shall be responsible for providing the services described herein. The City is not party to defining the division of work between the Consultant and its Subcontractors. The Consultant represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to provide the services hereunder.

6.5 Contract Amendments

- A. No oral order or conduct by the City shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the City.
- B. The City reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to approval of replacements for discontinued items, add items of like function, or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in City needs; extend the contract to include optional terms.
- C. Cost or Price Analysis may be required by the City for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the City.

6.6 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Both parties agree to use their best efforts to minimize the effects of such failures or delays. In the event the Consultant ceases to be excused pursuant to this provision, then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination. Whenever a force majeure event causes the Consultant to allocate limited resources between or among the Consultant's customers, the City shall receive no less priority in respect to such allocation than any of the Consultant's other customers.

6.7 Conflicts of Interest and Non-Competitive Practices

- A. By entering into this contract, the Consultant represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the services required under this contract.

- B. The Consultant shall not employ any person or agent having any conflict of interest. In the event that the Consultant or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the City. The City shall require that the Consultant take immediate action to eliminate the conflict up to and including termination.
- C. By entering into this contract, the Consultant represents that no persons except as designated by Consultant shall be employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Consultant or any of its agents; employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

6.8 Non-Waiver of Breach

No action or failure to act by the City shall constitute a waiver of any right or duty afforded to the City under the Contract; nor shall any such action or failure to act by the City constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the City in writing.

END OF SECTION

	City of Richland	Solicitation Number: RFQ 18-0124
	Attachment A RFQ Signature Form and Addendum Acknowledgement	

Water Treatment Plant Solids Handling Improvements

ALL RESPONDERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

1. By submitting a response, the Responder certifies that the Responder has fully read and understands this RFQ document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
2. The Responder certifies that he or she has read and understands all terms and conditions of this solicitation.
3. By signing this document, the Responder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among the Responders, none of the submittals from the participants of such collusion will be considered. The City's determination will be final.
4. The Responder acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed and to fully bind the firm to all conditions and provisions thereof.
5. The Responder acknowledges receipt of the following addenda: _____ through _____.

Respectfully submitted this _____ day of _____, 20_____.

Name of Firm: _____

Address: _____

Signature: _____

Name (Print): _____

Title: _____

Email: _____ Phone: _____



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this day # day of Month, 20Year by and between the City of Richland, 505 Swift Blvd., Richland, Washington, (hereinafter referred to as the "City"), and Consultant Name, Business Address, (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide Enter short description of services services for the Enter title of project/short description.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: See Exhibit A instructions.
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. Enter #
 - (ii) Exhibit A: Scope of Work
 - (iii) City Richland RFP Enter #
 - (iv) Exhibit B: RFP Enter # proposal response submitted by Consultant dated Date

Revise or add to above as necessary for agreement precedence

2) GENERAL REQUIREMENTS

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

3) TIME FOR BEGINNING AND COMPLETION

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

4) PAYMENT

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

5) INDEPENDENT CONTRACTOR

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

6) OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to the Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation.

Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by the Consultant and is not "work made for hire" within the terms of this Agreement.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

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

8) AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a) As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b) Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within 30 days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within 20 days of receipt.

- c) All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at its sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d) Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9) DISPUTE RESOLUTION

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

10) DEBARMENT CERTIFICATION

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

www.sam.gov and

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

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12) ATTORNEY'S FEES

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

13) INSURANCE

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

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- i) Public Entity Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

14) INDEMNIFICATION / HOLD HARMLESS

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

15) STANDARD OF CARE

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

16) SUCCESSORS OR ASSIGNS

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

17) NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
505 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name:	Click here to enter text.
Name of Firm:	Click here to enter text.
Address:	Click here to enter text.
Address:	Click here to enter text.
Email:	Click here to enter text.
Phone Number:	Click here to enter text.
Fax Number:	Click here to enter text.

18) EQUAL OPPORTUNITY AGREEMENT

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

19) PARTIAL INVALIDITY

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

20) AMENDMENTS

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

21) CHANGE IN LAW

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

22) CONFIDENTIALITY

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

23) CHANGES OF WORK

a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and

other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.

- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

24) EXTRA WORK

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

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

CYNTHIA D. REENTS
City Manager

Signature

ATTEST:

Printed Name

Title

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER D. KINTZLEY
City Attorney

EXHIBIT A: Detailed Scope of Work

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

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

Use additional Exhibits as required

Capital Improvement Project WTP Solids Handling Improvements

PREPARED FOR: Jay Marlow, P.E. – City of Richland

PREPARED BY: Kim Ervin, P.E. – CH2M HILL

COPIES: **CITY OF RICHLAND:**
John Bykonen
John Finch
Pete Rogalsky, P.E.

CH2M HILL:
Tom Helgeson, P.E.
Mark Carlson, P.E.

DATE: October 26, 2011

PROJECT NUMBER: 425264

Background

The existing solids handling system at the Richland WTP includes backwash equalization, sedimentation basins, and off-site evaporation ponds. The decant from the sedimentation basins is returned to the Columbia River. The solids are pumped off the bottom of the basins to the evaporation ponds. However, the sedimentation basins are not operating as originally designed and are producing a very low solids concentration sent to the ponds. The sedimentation ponds do not effectively remove solids from the bottom of the pond and must be cleaned out on a regular basis, requiring a significant amount of labor. Additionally, the City is interested in discontinuing use of the off-site ponds and instead handling the solids at the existing facility. Photos of the three solids handling components are shown in Figure 1. A process flow schematic is included in Figure 2.



FIGURE 1
Richland WTP Solids Handling: Equalizing Basin, Sedimentation Basin, and Evaporation Pond

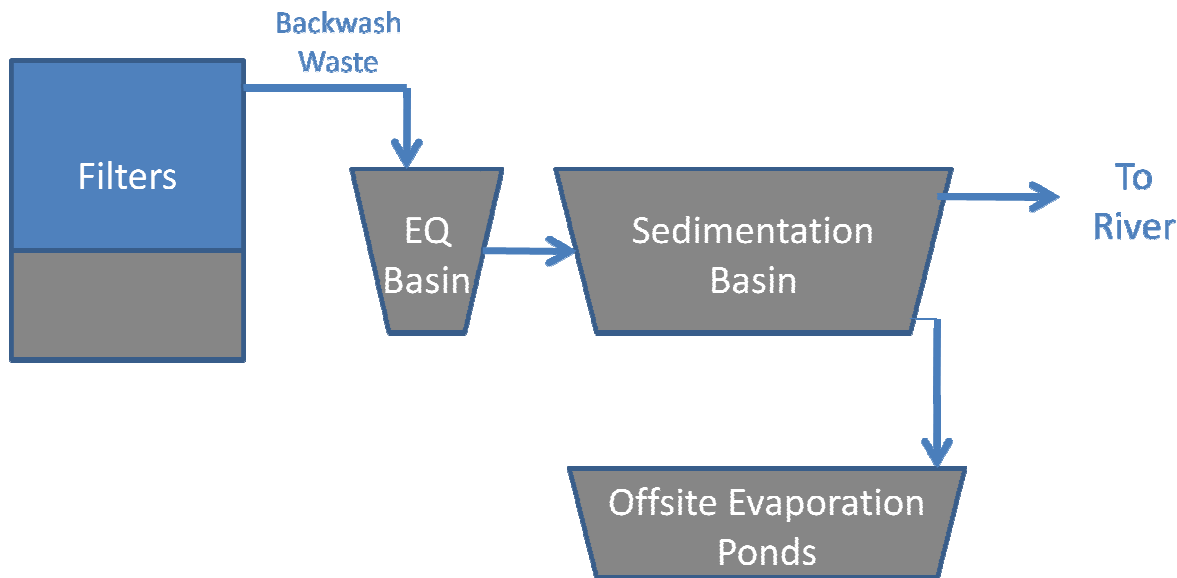


FIGURE 2

Process Schematic of Existing Solids Handling
Richland WTP

The goals and objectives for the solids handling alternatives include:

1. Handle all solids processing at existing treatment facilities, allowing the existing evaporation pond site to be re-purposed or sold.
2. Use mechanically-light process technology, i.e. no mechanical dewatering.
3. Minimize the impacts to the existing neighborhood around the water treatment plant.

System Configuration and Alternatives

The following alternatives are considered.

- Convey WTP solids to the wastewater treatment plant (WWTP) via the existing sewer system.
- Deskins solids filter system at the WTP site
- Geotextile tube system at the WTP site

These alternatives are described in more detail below.

Alternative 1: Treatment at WWTP

Alternative 1 would take advantage of existing excess solids handling capacity at the WWTP. The alternative includes new conveyance of the solids discharge from the sedimentation ponds to the 18-inch trunk sewer which runs through the northwest corner of the site. The alternative also includes a new dechlorination facility for the decant from the basins back to the river. An optional additional project component could include improvements to the solids collection system in the sedimentation basins. This is not included in this estimate. Refer to Appendix A, Alt 1 for the site layout.

Table 1 summarizes the data that were used to evaluate the effects of treating the WTP sludge at the WWTP.

TABLE 1

City of Richland WWTF —WTP Solids Receiving Evaluation Criteria

Parameter	Design Criterion/Description
Average Flow of Backwash Water	1 MGD (5% of 20 mgd average production)
Average Flow to WWTP	0.25 mgd
Solids	119 mg/L
Average Dry Solids Production	1000 lb/day
Arsenic in WTP solids	70 mg/kg of dry solids
Dechlorination Chemical	Sodium Bisulfite

Preliminary findings of the effect of sending the WTP sludge to the WWTP are noted below:

- Adding the WTP sludge to the sewer will result in a WWTP arsenic influent concentration of approximately 0.85 µg/L. This concentration won't affect the biological process since the concentration threshold of inhibitory effect is 50 µg /L (Crites and Tchobanoglous, 1998).
- CH2M HILL's proprietary whole-plant simulator, Pro2D™, was used to estimate the amount of sludge that will be produced at the WWTP when the sludge from the WTP is discharged to the sewer. The Pro2D simulation indicates that there will be an increase in solids from the WWTP to the compost facility of approximately 10%. The simulation also shows that the PACI in the WTP sludge won't result in any negative impact for the WWTP processes.
- The concentration of arsenic in the sludge that will be composted will be about 9.2 mg/Kg. This concentration is well below the limit of 41 mg/Kg that is required by the National Sewage Sludge Rule 40 CFR part 503 for land application.

The advantage of this approach is the reliance on existing facilities and available solids handling capacity at the WWTP and centralizing solids handling for maximum efficiency.

Alternative 2: Deskins Filters

The second alternative includes construction of deskins filter systems for solids dewatering. For this approach, the filter backwash would continue to be sent to the equalization basin. The flow would then be fed at a constant rate on to the deskins filters. Deskins filters are similar to slow sand filters, constructed of a sand layer over an underdrain system. The discharge from the underdrain would be directed to the Columbia River. The Deskins system includes a polymer feed system to optimize the filtration process. Once the depth of solids reaches the limiting depth, usually about 7 days, the filter is allowed to dry and the solids are scraped off the top using a dedicated tractor system. The solids are then loaded into a truck for disposal off-site. A schematic of the Deskins filter system is shown in Figure 3 and photos of a Deskins filter components are shown in Figures 4 and 5 below. These systems provide much faster dewatering in a smaller footprint than conventional drying beds.

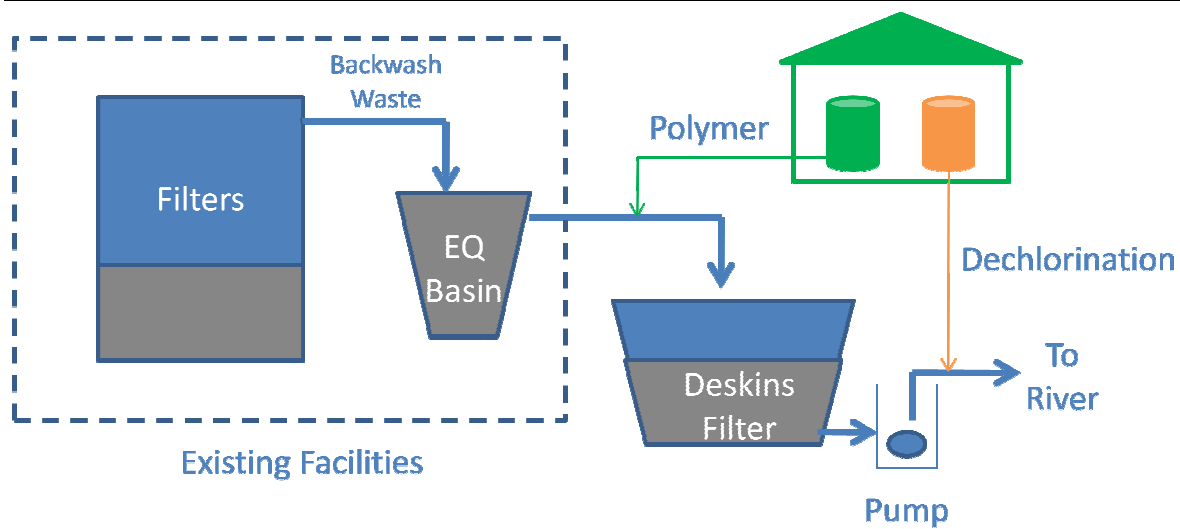


FIGURE 3
Conceptual Process Schematic for Deskins Filter System at Richland WTP



FIGURE 4
Typical Deskins Filter



FIGURE 5
Typical Deskins Filter Solids Collection Tractor System

The design criteria for the Deskins filter system are listed in Table 2. Refer to Appednix A, Alt 2 for the site layout.

TABLE 2
Deskins Filter Design Criteria
Richland WTP

Design Criteria	Design Value
Average Flow	20 mgd
Peak Flow	30 mgd
% of Flow for Filter Backwash	5%
Design Flow to Deskins Filter System	885 gpm
Dry Residuals	1064 lbs/day
Deskins Filter Area (excluding ramps)	40 ft x 40 ft each
Number of Deskins Filters	4
Days for Loading and Drying (2 filters loading/2 filters drying)	9 days
Polymer dose	8 lbs active polymer per ton of dry solids
Filtered water pump system	2 pumps (one duty/one standby)
Dechlorination chemical	Sodium bisulfite

Alternative 3: Geotextile Tubes

Geotextile tubes, also known by the brand name Geotubes[®] use a geotextile fabric to separate water from the WTP solids. The backwash flow is pumped from the equalization basin at a constant rate to the tubes. The water is allowed to seep through the fabric to a collection system and can be returned to the river. Once the tube is full, it is left to further dewater and consolidate the solids. The solids concentration from this process can vary depending on drying time from 10 to 30 percent. The tubes can then be opened on site and the solids loaded into a truck for removal or the tube itself can be hauled off to the disposal site. The concept developed for this alternative uses the TenCate Mobile Dewatering System which places an appropriately sized geotube into a 30 cy roll-off dumpster with a water outlet. Once the tube is fully loaded, the roll off dumpster can be picked up and dumped at the disposal site. The final sizing and selection of the tubes prior to design should be based on testing

by the textile manufacturer. The optimum configuration may be the mobile units described here or larger bags laid directly on the concrete pad as shown in the Figure 6 below.

A polymer feed system is also provided to aid in the solids removal process. Dechlorination is included for the water returned to the river. A schematic of the Geotube process is shown in Figure 6 below. The process schematic for the Richland WTP is shown in Figure 7 and design criteria are presented in Table 3. Refer to Appednix A, Alt 3 for the site layout.

Containment Dewatering Consolidation



FIGURE 6
Typical Geotube Operation

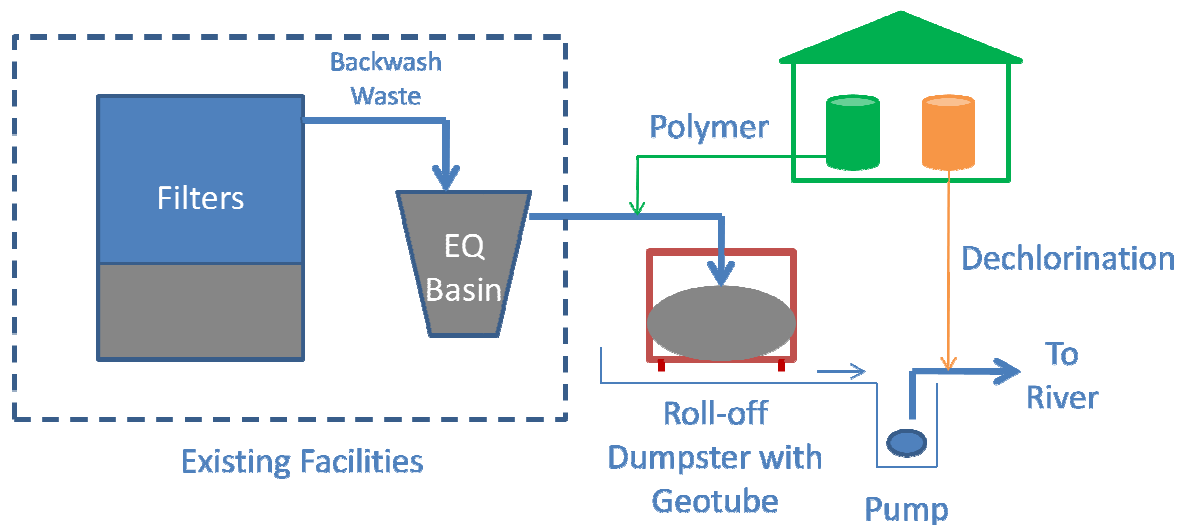


FIGURE 7

Conceptual Process Schematic for Geotube System at Richland WTP

TABLE 3
Geotube Design Criteria
Richland WTP

Design Criteria	Design Value
Average Flow	20 mgd
Peak Flow	30 mgd
% of Flow for Filter Backwash	5%
Design Flow to Geotube System	885 gpm
Dry Residuals	1064 lbs/day
Volume of Wet Residuals (10%)	975 cy/year
Geotube System	Mobile Dewatering System (geotubes in 30 cy roll-off containers)
Capacity of geotubes	25 cy
Number of Geotubes Onsite	4
Geotubes per year	40
Polymer dose	8 lbs active polymer per ton of dry solids
Filtered water pump system	2 pumps (one duty/one standby)
Dechlorination chemical	Sodium bisulfite

Cost Comparison

Order-of-magnitude cost estimates for the disinfection alternatives were prepared using CH2M HILL's Parametric Cost Estimating System (CPES). These order-of-magnitude cost estimates are approximate estimates made when there is limited site-specific engineering data. The estimates are based on cost curves and scale-up factors that were developed from a combination of the actual construction costs of different sized disinfection systems and cost estimates based on conceptual designs. It is normally expected that an estimate of this type would be accurate within +50 percent or -30 percent.

The final costs of the systems will depend upon project design details to be developed later, actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. However, the costs presented offer a reasonable, *relative* comparison of the alternative costs that allows the cost differences to be compared to the alternative's non-monetary benefits.

Cost estimates are also provided for annual operating costs and 25-year life cycle costs. The assumptions for cost estimates are listed in Table 4. The costs for the facilities are presented in Table 5.

TABLE 4
Cost Estimate Assumptions
City of Richland

Estimate date	January 2011
Contractor Overhead	10%
Profit	5%
Mob/Bond/Insurance	5%
Construction Contingency	30%
Tax	0%
Permitting	0%
Engineering (plus survey and geotechnical)	15%
Services During Construction	10%
Commissioning and Startup	10%
Legal/Administration	0%
Property	\$0
Power Cost (average)	\$0.028/kWh
Liquid Polymer	\$3,182/dry ton
Sodium Bisulfite	\$933/dry ton
Commercial Sewer Rate	\$61.50/first 1000cf +\$2.15/add'l 100cf
Solids Hauling and Disposal Cost (assumed)	\$108/cy
Annual Inflation Rate	3.0%
Life Cycle	25 years
Annual Discount Rate	5.0%

TABLE 5
Comparison of Solids Handling System Costs
Richland WTP

	Capital Cost	Annual O&M	25-year Life Cycle Cost
Conveyance to WWTP (Commercial Rate Sewer Charge, \$2.15/100cf)	\$190,000	\$260,000	\$3,800,000
Conveyance to WWTP (Optimized Sewer Charge of \$1.50/100cf)	\$190,000	\$170,000	\$2,500,000
Deskins Filter System	\$1,600,000	\$100,000	\$2,600,000
Geotube System	\$890,000	\$130,000	\$2,500,000

Conclusions

The initial cost of treating the solids at the wastewater treatment plant is based on applying the City's current commercial sewer charges. This equates to a significant expense which results in the cost of that alternative being greater than the others. A sensitivity analysis was performed to determine the "break even" point from the perspective of life cycle cost and a rate of about \$1.50/additional 100 cf compared to the commercial rate of \$2.15. The construction costs for connection to the sewer could be implemented for an estimated \$10,000 to \$20,000 separate from the dechlorination system improvements. This would allow trial operation of the alternative for treatment of the solids at the WWTP with minimal investment.

The three alternatives result in similar life cycle costs based on the assumptions used in this evaluation. Other non-monetary criteria may come into play in the final selection of the preferred approach. The sewer connection has the lowest initial cost and eliminates the need for disposal of the WTP solids at a hazardous materials facility. The geotubes result in the lowest initial cost for onsite solids handling but may be the least concentrated process, resulting in more loads for disposal than the dewatered filters. The final selection should be made with these kinds of evaluation criteria in mind. There may also be some cost advantages of pairing the solids project with the chlorine system replacement project.

References

Crites, R., and G. Tchobanoglous. 1998. *Small and Decentralized Wastewater Management Systems*. New York: McGraw-Hill



Engineering Services for

Water Treatment Plant Solids Handling Improvements

QUALIFICATIONS | RFQ No. 18-0124 | OCTOBER 2018



October 18, 2018

City of Richland
555 Lacy Road
Richland, WA 99352

Submitted Electronically

Subject: Statement of Qualifications for the Water Treatment Plant Solids Handling Improvements,
RFQ No. 18-0124

Dear Members of the Selection Committee:

The City of Richland provides high quality water from the City's Columbia River Water Treatment Plant (WTP) which currently utilizes offsite evaporation ponds for solids handling. These existing evaporation ponds are located on a high value parcel of land in a growing area of the City. The key objective of this project is to upgrade the WTP's solids handling system to allow all solids to be processed within the existing WTP site, allowing for the off-site ponds to be sold or repurposed. To achieve this, the City is seeking a consultant to collaborate with them and work through alternatives analysis, final design, and implementation of the new system which can efficiently serve the City for many years to come. To that end, we have formed a team that provides you nationally-proven technical knowledge, local project management expertise, and cost-effective project delivery.

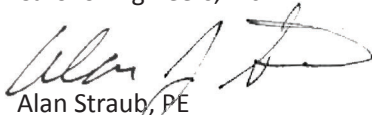
Our team provides the City:

- **Experienced Leadership and a Local Presence.** Our team is led by Alan Straub, a project manager dedicated to guiding the project to completion on time and within budget. As a project manager, Alan will keep his eyes on the larger project goals directing our team efforts in a way that best serves the City. Alex Fazzari, leading the civil design effort, knows the City and is just up the road, providing local familiarity and support.
- **Unsurpassed Technical Knowledge.** Ali Leeds and Austin Peters have spent their careers in the field of water treatment helping clients throughout the Northwest address their most critical treatment and solids handling challenges. Supported by Carollo's national experts, this team brings broad and deep experience to the project, allowing us to identify process opportunities and manage project risks.
- **A Team that Can Deliver.** We recognize that budgets are tight; our team is committed to maximizing the value of the City's investment. This includes delivering a biddable project efficiently and cost effectively. We know how to produce high quality solids handling designs and have proven so on several projects just like yours. Our experience on large and small solids handling projects means there is no learning curve, we have a tried and true design approach that works. We are ready to apply this approach at your WTP to develop a high value, cost conscious solids handling solution that meets the City's unique needs.

We look forward to working with the City to develop and implement your next solids handling system at the Columbia WTP. Please contact us if you have any questions about our proposal or require additional information.

Sincerely,

Carollo Engineers, Inc.


Alan Straub, PE
Project Manager



Preface

	City of Richland	Solicitation Number: RFQ 18-0124
	Attachment A RFQ Signature Form and Addendum Acknowledgement	

Water Treatment Plant Solids Handling Improvements

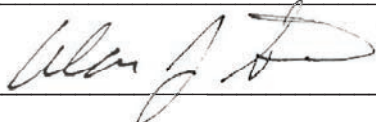
ALL RESPONDERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

1. By submitting a response, the Responder certifies that the Responder has fully read and understands this RFQ document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
2. The Responder certifies that he or she has read and understands all terms and conditions of this solicitation.
3. By signing this document, the Responder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among the Responders, none of the submittals from the participants of such collusion will be considered. The City's determination will be final.
4. The Responder acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed and to fully bind the firm to all conditions and provisions thereof.
5. The Responder acknowledges receipt of the following addenda: 1 through _____.

Respectfully submitted this 18th day of October, 2018.

Name of Firm: Carollo Engineers, Inc.

Address: 1218 Third Avenue, Suite 1600, Seattle, WA 98101

Signature: 

Name (Print): Alan Straub, PE

Title: Project Manager

Email: AStraub@carollo.com Phone: (206) 684-6532

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Carollo Engineers, Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 2700 Ygnacio Valley Rd, Suite 300	Requester's name and address (optional) Carollo Engineers, Inc 4600 E Washington St, Ste 500 Phoenix, AZ 85034
6 City, state, and ZIP code Walnut Creek, CA 94598	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
[] [] []	-	[] [] []	-	[] [] [] [] [] []					
or									
Employer identification number									
8	6	-	0	8	9	9	2	2	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 3/1/18
------------------	--	---------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Executive Summary

To best serve the City, we have put together an unrivaled team, leveraging Carollo's regionally located and nationally recognized water treatment expertise, partnered with J-U-B's local presence.

EXPERIENCED AND FAMILIAR LEADERSHIP

Carollo Engineers, Inc. delivers cost effective Water Treatment Projects ranging from straightforward applications of well tested designs to large complex award winning projects. On each of those projects we develop a project team and project plan to leverage our depth of experience and technical expertise to deliver a product suited to each client's needs and values. For the City of Richland's Solids Handling Improvements we believe our combination of experience and familiarity assures the City gets the value of both a national leader in Water Treatment and the familiarity of well-developed working relationships.

Carollo has maintained a 20-year relationship with J-U-B ENGINEERS, Inc. (J-U-B), a company we have delivered successful projects with in Idaho (Sandpoint and Coeur d'Alene) and Washington (Kennewick and West Richland). This project would be the Carollo/J-U-B team's seventh project, again combining national expertise with familiarity of a local tri-cities firm.

Carollo's Alan Straub and J-U-B's Alex Fazzari have developed a well-oiled machine for cooperative project development and delivery, which optimizes the strengths of each firm. Alex's knowledge of City procedures and processes, and the infrastructure they affect, will be woven into our delivery. Alex will attend all meetings to keep up to date on project progress and to assure the Carollo Team project delivery meets or exceeds what the City expects.

OVERVIEW OF CAROLLO

Carollo is one of the nation's largest environmental engineering firms in the United States, specializing exclusively in planning, design, and construction services for water and wastewater utilities. Since 1933, we have successfully completed more than 25,000 projects for clients in the public sector clients and now maintain 45 offices in 18 states, with more than 1,100 water-focused engineers, technicians, construction professionals, and support staff.

Regional Technical Horsepower with a Team that Delivers

For over ten years, Carollo's Ali Leeds and Austin Peters have successfully delivered multiple projects to more than two dozen municipal clients, taking on everything from large-scale projects like the City of Tacoma's \$180M new Green River Filtration Facility to smaller projects like the City of Camas' \$50K pH and Corrosion Control Study. Austin's project experience has emphasized alternatives analysis, conceptualization, and pre-design, while Ali's background is in developing detailed process and mechanical design and working with our structural/architectural lead (Raj Gedhada) and electrical and I&C lead (Brett Lee). Both engineers work hard to produce high-quality bid documents and timely engineering support during construction to keep the project on budget and on schedule. Their combined capabilities for efficient and effective technical project delivery represent the best that Carollo has to offer, both regionally and nationally.

To round out our exceptional team, we have also brought in **Cornwell Engineering Group** (Cornwell) for their superior piloting services. Cornwell is a national leader in the field of water treatment solids management and has a long history of integrating research and science to develop practical solutions for their projects. Damon Roth, Cornwell's Director of Water, is conveniently located in Ritzville, Washington, which gives the City local access to their support.

If a geotechnical investigation is required, which will depend on the solids handling solution selected, Carollo has also secured **GeoProfessional Innovation Corp** (GPI)'s Andy Abrahams and Travis Wambeke to provide their specialized services. Both are located in Pullman, Washington.

Core Project Team



Alan Straub, PE
PROJECT MANAGER

Ali Leeds, PE
DESIGN MANAGER

Austin Peters, PE
PROCESS / ALTERNATIVES ANALYSIS

Alex Fazzari, PE¹
Ben Haws, PE¹
CLIENT SERVICE/CIVIL/CM

Damon Roth, PE²
PILOTING, TECHNICAL PROCESS REVIEW

Our team consists of proven project delivery and technical experts to deliver your solids handling project, combined with cost effective local resources you know and trust. A complete organizational chart is provided in Section C.

1. J-U-B Engineers
2. Cornwell Engineering Group

KNOWLEDGE OF THE CITY AND A LOCAL PRESENCE

J-U-B began in 1954 as small office in Nampa, Idaho, and has grown into the largest civil engineering firm headquartered in the entire state of Idaho. Today, it maintains 18 offices with over 370 employees located throughout Washington, Oregon, Idaho, Utah, Wyoming, and Colorado. One of these offices is the Kennewick office, a local branch in operation since 1977.

Over the years, J-U-B has helped municipalities, airports, irrigation and utility districts, agricultural, institutional, industrial, residential, and commercial interests throughout the northwest address their infrastructure needs. Their success is based on one underlying philosophy: give clients the personal service of a local firm with the depth and expertise of a large firm. By carefully learning about issues unique to each client and using their corporate expertise to develop customized solutions for each project, J-U-B sets itself apart from the rest and fulfills its commitment to improve communities.

SERVING THE CITY OF RICHLAND

While our strategic team is geographically spread over several locations, the project will be centrally managed to best serve the City and will be delivered from Carollo's Seattle office. This office was established in 2000 and currently supports a staff of 30 registered engineers, CAD designers, and administrators. Additional support, expertise, and enhanced responsiveness will be provided through our Portland office and J-U-B's Kennewick office.

Contact information for your Seattle-based project manager Alan Straub is provided below. Feel free to contact him as necessary to discuss any aspect of our firm's expertise or approach to this project.

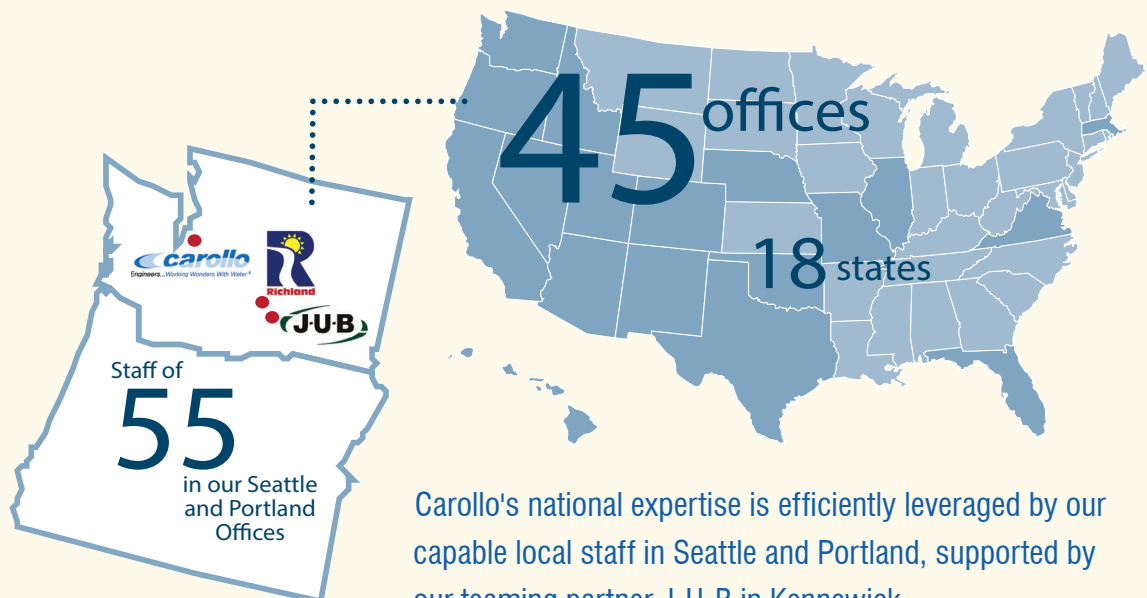
Alan Straub, P.E.
1218 Third Avenue, Suite 1600
Seattle, WA 98101
Ph: (206) 684-6532
E-mail: astraub@carollo.com

Carollo serves clients throughout the Pacific Northwest to meet their water treatment quality and water distribution equipment needs.



Contact information for the nearest project team member office (J-U-B) as requested, is provided below.

Alex Fazzari, P.E.
2810 West Clearwater, Ave., Suite 201
Kennewick, WA 99336
Ph: (509) 783-2144
E-mail: afazzari@jub.com



WATER TREATMENT AND SOLIDS HANDLING EXPERIENCE

When it comes to water treatment our technical team is unsurpassed in the region. In addition to being involved in many of the major local predesign and design efforts in the last 5 years, team members have built their experience in biologically active filtration, ozone, disinfection, and solids handling at other plants across the nation. Our local team brings national experience with specific knowledge of conditions that typically present challenges for our clients in the Northwest — flashy river water, diminishing available land, freezing winter temperatures, shorter sludge drying seasons, and ultimately, the need for low cost, low maintenance, but highly effective solids handling solutions.

Our firm experience in solids handling projects spans nearly every method and technology, from simple lagoons and drying beds to complex mechanical systems. On many of these projects, Carollo's services have included preliminary design, pilot testing, preparation of plans and specifications, resident engineering, shop drawing review, preparation of an operation and maintenance (O&M) manual, and startup assistance.

Carollo Team Selected Solids Handling and Dewatering Experience

Client	Project Elements							
	Backwash Handling	Thickeners	Centrifuge	Belt Filter Press	Sand Beds/Lagoons	Screw Press	Conveyance/Solids Storage	Recycle
City of Fresno, CA	●				●			●
Tacoma Water, WA (GRFF Optimization)*	●	●				●	●	●
Fontana Water Company, CA	●	●	●		●		●	●
City of Edmond, OK	●	●		●	●		●	●
City of Aurora, CO (Wemlinger WTP)	●				●		●	●
City of Phoenix, AZ (Union Hills WTP)	●	●	●				●	●
City of Phoenix/Mesa, AZ (Val Vista WTP)	●	●	●		●		●	●
City of Phoenix, AZ (Deer Valley WTP)	●	●	●				●	
City of Lake Oswego, OR (Lake Oswego-Tigard WTP)*	●	●				●		●
City of Yuma, AZ (Main Street WTP)	●	●		●			●	
City of Sacramento, CA (E.A. Fairbairn WTP)	●	●	●		●			●
City of Santa Barbara, CA (Cater WTP)	●			●			●	●
City of Aurora, CO (Wemlinger WTP)	●	●		●	●		●	●
City of Boulder, CO	●				●			
Central Utah Water Conservancy District, UT (Utah Valley WTP)	●	●		●	●		●	●
Irvine Ranch Water District, CA (Baker WTP)	●	●	●				●	●
City of Sacramento, CA (Sacrament River WTP)	●	●	●		●		●	●
* Design work completed by Ali Leeds and Austin Peters while with another firm.								

Project Approach and Schedule

Our project proven approach leverages national experience and local knowledge to deliver a robust and cost effective long-term solids handling solution for the City of Richland.

Managing treatment residuals in an efficient and cost-effective manner is critical to any water treatment facility, yet it can be one of the most operationally challenging processes at a plant. Without careful consideration, residuals handling becomes the tail that wags the dog, acting as a bottleneck for plant capacity or requiring more operator attention than the primary stream treatment processes.

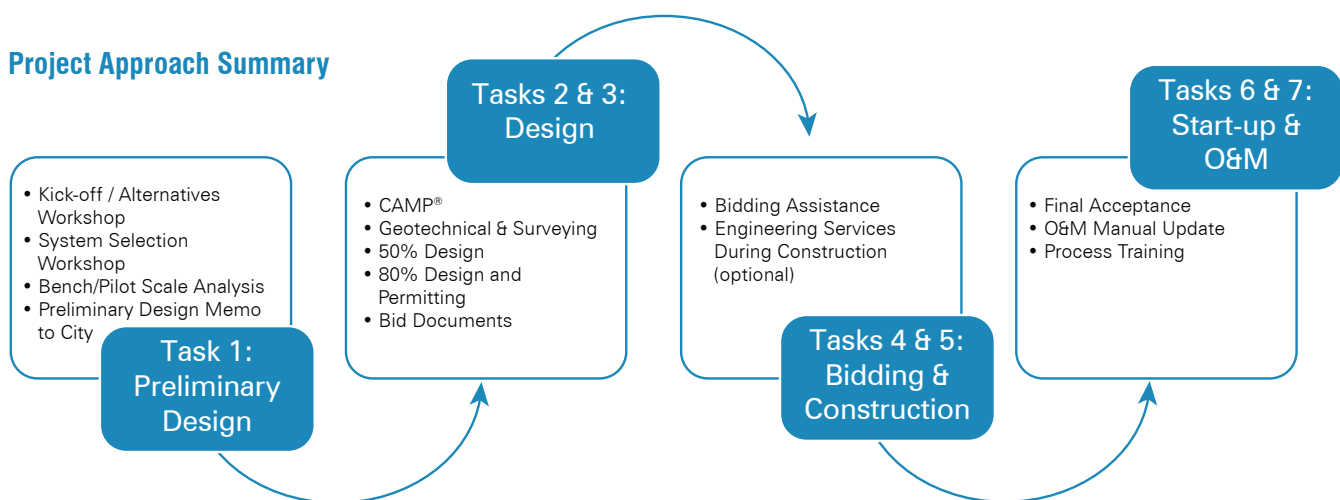
While the existing sedimentation basin and evaporation ponds have historically been the norm for the Richland WTP, modern technologies can provide many advantages including minimizing/reducing footprint, improved dewatering performance, decreased reliance on climate/weather, and decreased operational and maintenance costs. Ultimately, this project will design and implement a cost effective long-term solids handling strategy for the City within the existing WTP site.

KEY ELEMENTS OF CAROLLO'S APPROACH

The Carollo team will assist City of Richland staff in achieving a successful outcome to this project by addressing the following key elements:

- ✓ Collaboratively developing a low-cost (both capital and O&M) solution that meets operational needs.
- ✓ Reducing labor intensive processes and removing the WTP's reliance on the off-site evaporation ponds.
- ✓ Minimizing the impacts to the neighborhood surrounding the WTP.
- ✓ Keeping solids handling operations simple and robust.
- ✓ Integrating the new solids handling processes and upgrades without disrupting current and ongoing plant operation.
- ✓ Produce a high quality design that minimizes risk and the potential for construction change orders.

Project Approach Summary



Our streamlined project approach builds consensus while driving decisions towards a long-term solids handling solution that meets both operations and affordability goals.

Task 1: Preliminary Design

The goal of preliminary design is to efficiently arrive on a robust and reliable residuals handling solution at the Richland WTP. To meet this goal, we will partner with the City in several targeted workshops, to develop, evaluate, and select the appropriate solids handling approach. As shown in the work plan (at the end of this section), the workshop will be supported by background information and materials, provided ahead of time for review, and the results of the workshop will be documented in meeting minutes, decision logs, a risk register and, ultimately, a preliminary design memo.

Maximizing the value of experience: We understand and embrace the fact that the right solution at one plant may not be the right approach at another plant. However, the City will benefit from our experience, as we apply the lessons learned from a long list of similar solids handling improvements projects, to assist the City in avoiding pitfalls, and developing the right solution for the Richland WTP.

Task 1.1 Existing Data and Alternatives Development Workshop

To maximize value to the City we recommend combining the Kickoff meeting with an Overview and Alternatives Development Workshop. Prior to this meeting and workshop, Carollo will conduct an overall analysis of the existing WTP solids handling processes. While this effort will focus on the existing solids handling processes, it will also review raw water quality, chemical systems usage (dose/response practices), and filter backwashing operations, to understand their impacts to the overall solids handling system.

At the workshop we will present the range of options available, brainstorm other alternatives with City staff, and help the City to understand the impacts of the options, to be later evaluated in detail, as part of Task 1.2.

The first goal of this workshop is to apply broad screening criteria to the wide range of options, selecting three options to be carried forward for full evaluation.

The second goal for the project will be to confirm project goals and define project success with City staff. Our primary job is to listen to you — to understand and identify your specific conditions, concerns, and requirements. We will help you use this information to establish formal evaluation criteria which will be applied to the selected alternatives.

Task 1.2 Solids Handling Alternatives Evaluation and Selection

Selected alternatives from the Overview and Alternatives Development Workshop will be developed into solids handling system solutions. We will provide conceptual level capital and Operations & Maintenance (O&M) cost estimates for each screened alternative, as well as a preliminary list of advantages and disadvantages based on the evaluation criteria established in the previous workshop. These complete solids handling systems will be discussed and evaluated collaboratively as part of the System Selection Workshop. The goal of this workshop is to provide the City with sufficient information to select an alternative to move forward to design.

See it applied and talk to the operators: City staff site visits to other regional treatment plants utilizing various technologies of interest may be desirable before the alternatives selection workshop and can be organized by your design team.

Task 1.3 Bench and Pilot Scale Analysis (Optional)

To confirm the applicability and performance of the selected new solids handling system, bench and/or pilot scale analysis may be warranted. This could be as simple as sending sludge samples to equipment suppliers for bench scale analysis or more sophisticated on-site pilot testing of the selected alternative. We can analyze the existing WTP solids, to determine key characteristics such as the settleability and thickening requirements of the backwash waste washwater solids, the performance of the existing sedimentation basins, the impacts of polymer or other chemical addition, and the benefits of enhanced settling of the waste washwater on the overall treatment plant operations.

Data from bench and/or pilot scale testing will help refine and confirm the design requirements and criteria for the selected system to prevent spending unnecessary capital that comes with oversizing components or spending additional operational costs on a system that doesn't perform as expected.

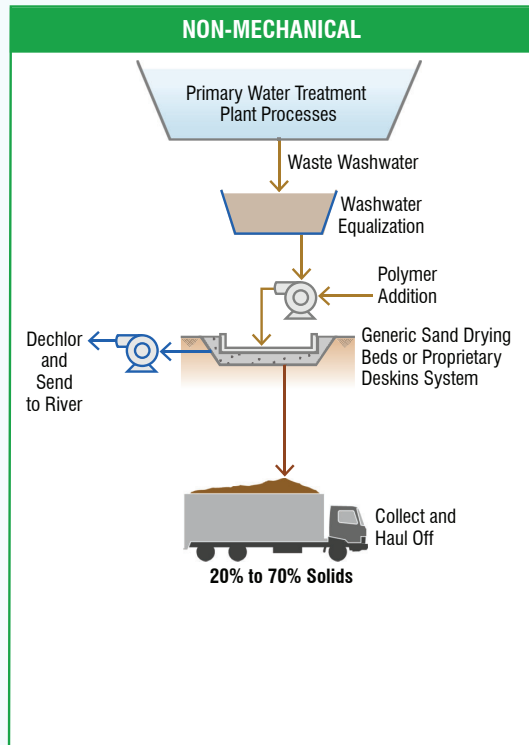
Task 1.4 Preliminary Design Memo

The results of the preceding tasks will be documented into a Preliminary Design Memo (PDM). The PDM will provide an overview of the alternatives development, screening, and selection processes, as well as laying the foundation for the design phase.



EXAMPLES OF ALTERNATIVES

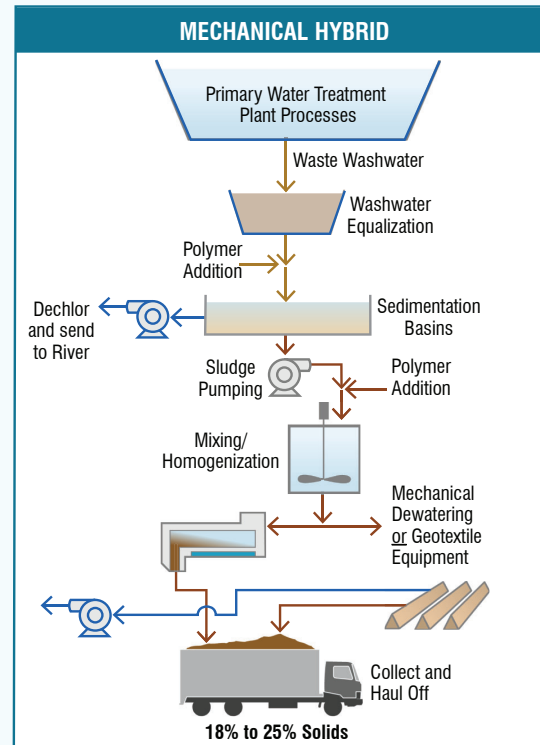
Several solids handling alternatives have been considered previously, but the previous evaluation explicitly excluded mechanical dewatering. For this high-level development of alternatives, we will build on the previous work, highlighting additional consideration that were not included and include additional alternatives.



Preliminary Analysis:

Sand drying beds (SDB's) and the related proprietary Deskins filter system can offer footprint savings and improved drying in arid climates like Richland. Carollo recently completed an SDB project for Aurora Water (Aurora, Colorado) which allowed them to increase the solids loading rate three times higher than their previous clay-lined lagoons. Utilizing generic SDB's and avoiding the proprietary Deskins system may offer significant cost savings without compromising process performance.

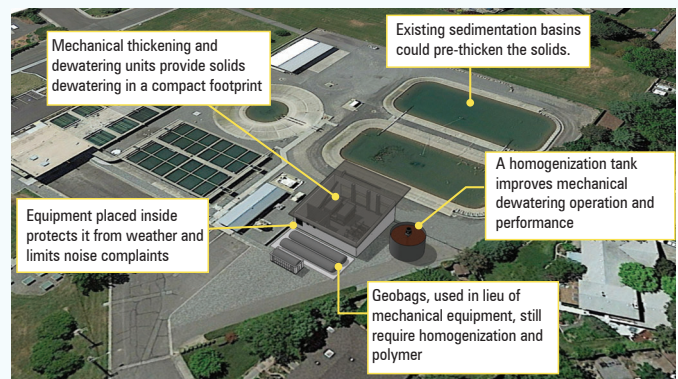
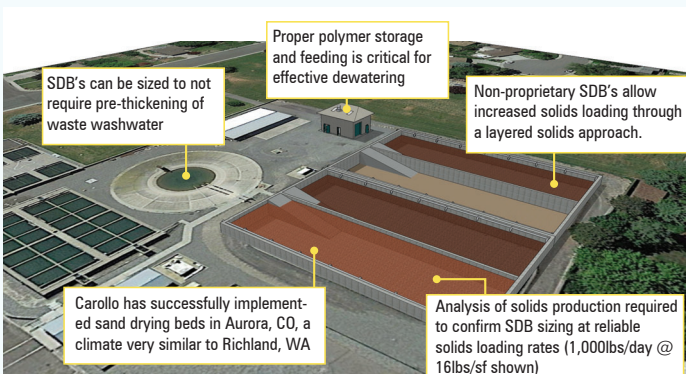
While utilizing SDB's for solids dewatering will require additional operations and maintenance labor, this solids handling method may be desirable as it is more similar to the current method. Non-mechanical systems tend to be less 'hands-on' than mechanical systems, requiring minimal operator attention during loading. Periodic solids removal from SDB's would still require dedicated staff to load solids for transport.



Preliminary Analysis:

It may be possible to reuse the existing sedimentation basins and enhance them for solids thickening. Although the previous evaluation considered pumping low concentration sludge directly from the EQ basin; this practice is likely to adversely impact solids capture performance. Thickened solids will be pumped to a homogenizing tank before being fed to either mechanical dewatering (screw press or belt press) or geotextile dewatering equipment (geotubes, dumpster bags, etc).

Geotubes are being used effectively by the Everett Water Filtration Plant, a direct filtration facility outside of Everett, Washington. Their tubes are used with solids that have been dredged from their five-acre settling pond. The Grants Pass WTP in Grants Pass, Oregon also uses geotubes; their tubes are used with solids that are washed down from settling basins periodically, as their basins do not have automated solids removal.



Optimized filter operation can reduce the loading on solids handling systems: Operations staff have likely produced backwash turbidity graphs and reviewed filter run data as part of the ongoing Performance Based Testing (PBT) with the Department of Health (DOH). We recommend review of this information with operations staff, as part of the data analysis performed in Task 1.1, to look for opportunities to reduce the volume of water directed to the solids handling process. Austin, our proposed process lead, has recently performed similar optimization studies for the City of Tacoma's GRFF and the City of Corvallis' Taylor WTP.

Task 2: Design

The goal of the design phase is to produce high quality construction documents that effectively communicate the design intent. During this phase, we will continue our partnership with City staff, to efficiently refine design requirements and details through Carollo's CAMP® program and the use of rapid collaborative 3D modeling, where applicable. Our CAMP® process will allow us to efficiently proceed to 50% level drawings with City input on significant decisions.

The decision log and project risk register developed initially in predesign will continue to be used to clearly identify and document decisions and their rationale.

Task 3: Geotechnical, Surveying, and Other Support Services

Surveying and geotechnical work are anticipated to be needed for many of the possible alternatives. If needed, this work will be performed prior to CAMP® to provide background and help in overall site layout.

Task 4: Bid Assistance

High quality construction documents minimize questions and confusion during bidding. However, questions may still arise. We will provide clear, responsive answers in a timely manner to keep the bidding period intact and the project on schedule.

Task 5: Engineering Services During Construction (optional)

Our team is prepared to tailor our construction services efforts to meet the City's needs, with J-U-B available to provide onsite CM efforts. We will provide continuity from design to construction, having the same engineers that completed the design available to support construction – available to provide reviews of submittals and RFI's, attend progress meetings, advise on field changes, and perform site visits – similar to support we are currently providing on the Duportail Bridge project. If desired, we can also provide one of our fulltime construction observers to be a project representative for you – observing all elements of construction, tracking contract bid quantities, and developing

CAMP® RESULTS IN EFFICIENT, EFFECTIVE DECISIONS:

CAMP® is a multi-day, intensive design workshop developed by Carollo to accelerate design to deliver high quality submittals that are underwritten by decisions that have broad-based support. The keys to a successful camp are:

- **Comprehensive CAMP® working material:** we will provide preliminary design information and alternative evaluations one week prior to the CAMP®.
- **Clear objectives and tasks:** we will have a detailed agenda for each day of the workshop with action items, decision expectations, and outcomes clearly identified.
- **An experienced facilitator:** As he did for the Kennewick UV Design, Alan Straub will facilitate your CAMP®.

At the CAMP®, our team of engineers and designers will work interactively with City staff to make design decisions and develop the final design.

- **Day 1:** Introduction and objectives, summary of project elements, outline operational and process constraints, site tour, and conceptual design development.
- **Day 2:** Design leads present conceptual design considerations, discipline working groups, and further conceptual design refinement.
- **Day 3:** Cost and constructability review, review and discuss City comments, develop list of future information needs. Wrap up and next steps.



“We should be doing all projects this way!”

— Perry Sunderland, Project Manager
Clean Water Services, Portland, OR

daily construction observation reports. In-office Contract Administration staff can be available to handle all elements of construction contract administration.

Task 6: O&M Manual Update (Optional - Electronic Manual)

Many plants are shifting from paper O&M manuals to electronic versions. Electronic Operations Manuals (EOMs) provide a manual that is accessible from multiple locations, easily editable, and easily expandable to include future processes or be populated with processes that are currently only available in paper copies. Following the creation of this EOM, City personnel will be trained in its use so they can provide updates and adjustments as needed in the future.

Knowing your plant: Ali and Austin are currently working with PUD No. 1 of Skagit County to create an Electronic O&M Manual for their existing facility. The process is not only capturing institutional knowledge, but also prompting operations staff to consider ways to optimize their current operations.

Task 7: Process Training (Optional)

As with any new element, operations staff will require training for the new solids handling process. While we will specify vendor specific training to be provided for major equipment, we propose to provide process training.

To maximize the value of the investment in this training, we will apply for Washington Water Treatment Operator continuing education credits (CEUs). A three hour training session can be worth up to 0.3 CEUs.

During the extensive training she organized for the GRFF, Ali applied for and received approval for more than 6 CEUs.



Training Agenda:

1. Solids Handling Overview
2. Richland WTP Solids Handling
3. SCADA controls for the system
4. Maintenance of the system
5. Process troubleshooting
6. Field walk

Process training is led by the process engineer and typically involves a split of time between classroom training and field training.

Task 8: Project Management

Carollo's project management approach doesn't sit back and wait to be reactive. Through clear and predictive project controls, a client-tailored communication protocol and hands-on project management, Carollo, time and time again, makes it happen delivering projects on time and budget.

Project Controls, Monthly Invoicing and Status Reporting

Carollo utilizes earned value management analytical methods to accurately assess project budget and schedule status, as well as monitor progress and take appropriate corrective action. We develop and monitor a planned percent complete curve ("S" curve) on a monthly basis over the duration of the project.

With the transmission of timely and accurate monthly progress and effective maintenance of action items and decision logs to track the project, we provide transparency to the City in our formal monthly updates.

Each monthly report includes:

- Scope Report.
- Budget Report.
- Schedule Report.

These efforts are scaled to match task, project size and complexity.

Client Tailored Communication Plan

We recognize the City wants to play an active, collaborative role on this Project. Communication methods that work for one stakeholder may not work for the other. We take responsibility for effectively communicating in ways that give all City stakeholders a voice, keeping them sufficiently informed to garner their invaluable input necessary for project progress and success.

At a minimum on all projects, we believe the following structures are necessary:

- **Management Check-ins.** Short meetings will be organized around a standard working agenda, identify project challenges and opportunities, and will result in a list of actionable items
- **Efficient and Effective Meetings.** We know your time, our time, and the time of any project stakeholder is valuable and impacts the budget.

To maximize the value of this time, we:

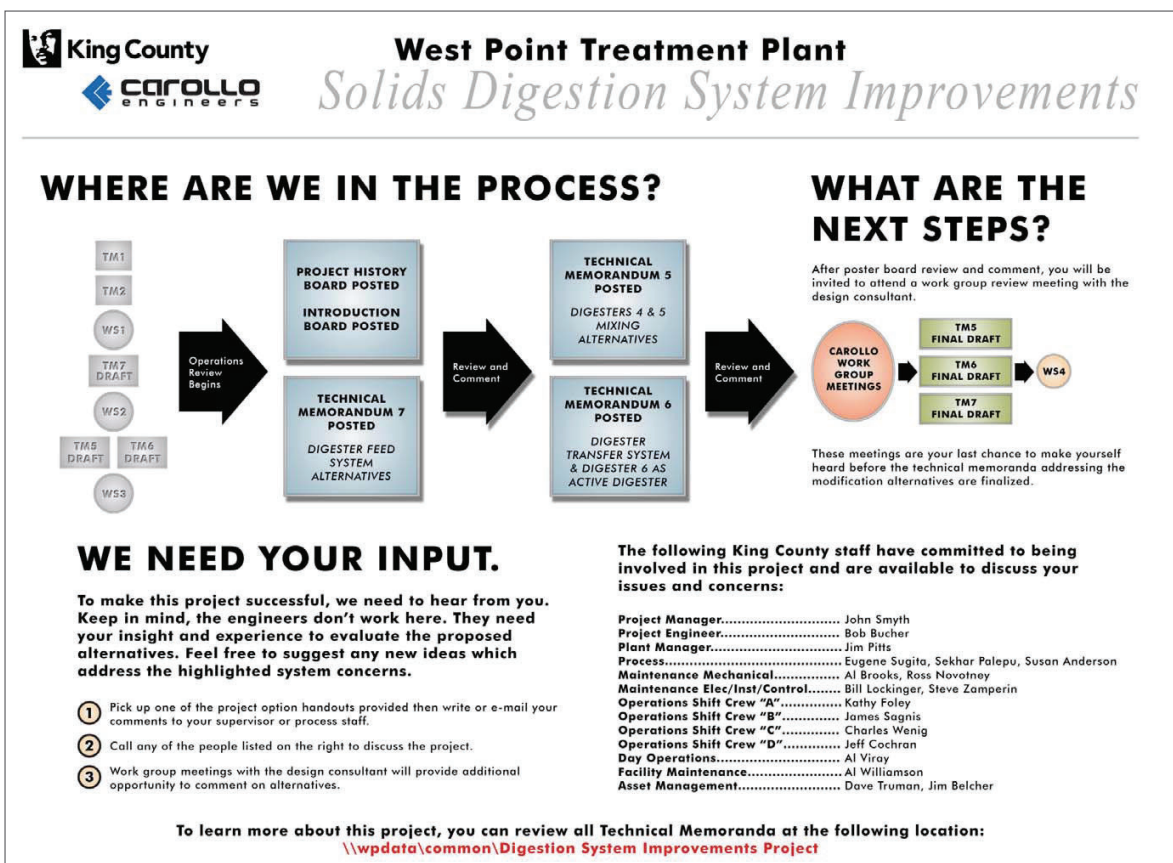
- Plan each of our meetings with you including suggesting the necessary attendees, key objectives, and information needed to empower decisions and meet objectives.
- Facilitate the discussion to reach decisions of the meeting. Instead of asking you “what do you think” we will detail “here is what you might consider” or “here’s what other municipalities have done.”

project manager and project engineer, assure staff are up to date on project process and issues, avoiding spinning wheels, and keeping staff focused on the key outcomes. Finally, our project manager actively works with the City to assure key project objectives are being cost effectively met and we are investing our resources in those activities most important to the City.

Our project managers can be hands on because they have been the hands doing the heavy lifting on previous projects.

Hands-on Project Management

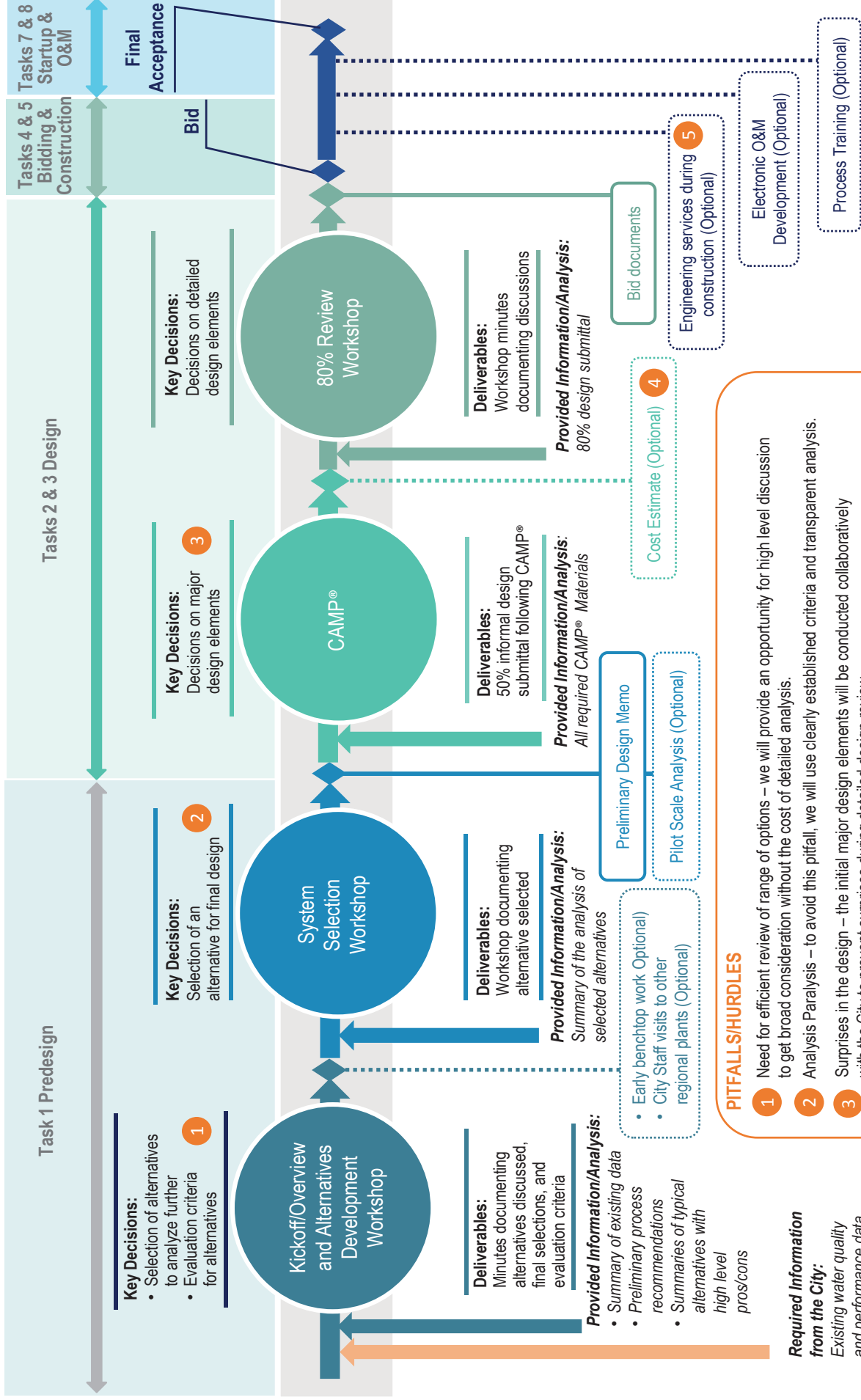
Our hands-on approach starts with our Project Management Plan where the project manager and technical leads refine and document the project roles and responsibilities, key issues, and preliminary resolution approaches, quality and resource management, and project delivery to assure at NTP we are ready to work with you effectively. Next, internal meetings run by the



For a recent King County project, this management team developed posters and met with plant staff in the evenings at shift change to garner staff input.

WORK PLAN

Our proposed sequence of tasks is intended to provide efficient collaboration with the City, produce high quality design documents, provide timely support through construction, and minimize the potential for pitfalls during the completion of this project.



TEAM ORGANIZATION

Carollo has assembled a team of project delivery experts and technical specialists to address the City's needs. Our team consists of the best Carollo has to offer to deliver your solids handling project, combined with local resources you know and trust.

Why These People?

- **Experienced and Familiar Leadership.** Alan has eight years of successfully managing the planning, design, and construction of water and wastewater projects — all delivered within original scoping budgets — and has familiarity with City values and processes.
- **Regional Technical Horsepower.** Ali and Austin know water treatment plant design. Ali will focus on the technical delivery of your project, having produced WTP process designs throughout the country. Austin will focus on the solids handling process alternatives, bringing his significant solids handling experience, including the novel use of screw presses for dewatering water treatment sludges.
- **National Expertise.** Our technical reviewers bring an unmatched depth of knowledge around all aspects of solids handling, with experience ranging from robust and complex mechanical dewatering systems to simple sludge lagoons.
- **Knowledge of the City and a Local Presence.** Alex and his team at J-U-B know the City and are just up the road. They will leverage their local knowledge for the civil design, interconnections with the wastewater collection system, and construction support.
- **A Team that Delivers.** Among the many resources available in our companies, we have selected an “A” team that can efficiently and effectively deliver this design.



1. J-U-B Engineers

2. GeoProfessional Innovation

3. Cornwell Engineering Group

4. The Langdon Group (a J-U-B Company)

Project Team



Alan Straub, PE
Project Manager
Seattle, WA

Alan Straub brings 15 years of experience in project management, process, and design engineering for water and wastewater facilities, including project management for Richland's ConAgra Capacity and Treatment Cost Analysis project and project engineering for Richland's General Sewer Plan. In addition to his significant project management experience, he has technical experience in solids thickening, dewatering, and resource recovery. He has performed alternatives analysis focused on operational costs, energy usage, carbon footprint, and planning.



Ali Leeds, PE
Design Manager
Seattle, WA

Ali Leeds is an experienced water treatment engineer and design lead, having worked on a variety of treatment facility design projects over the course of her 10 year engineering career. Coming from a technical project delivery based background, she has lead design for a number of treatment plant processes, directing and motivating discipline engineers and other staff to produce coordinated, constructible designs that meets client needs. In addition, she is committed to keeping the operator in mind — recognizing that in the end she is designing a tool that operations staff need.



Austin Peters, PE
Process Engineer
Portland, OR

Austin Peter's 10 years of technical design experience has included a number of water and wastewater treatment projects, with a particular emphasis on water treatment processes and several solids handling specific projects. Austin recently lead the solids handling alternatives evaluation for the Sandhill WTP, in Fontana, CA and is currently serving as the technical advisor for a similar evaluation in Goleta, CA. Additionally, Austin has designed or provided engineering support for solids handling systems at the Lebanon WTP (lagoons), Lake Oswego WTP (screw presses, temporary geotubes), Tacoma GRFF, Big Hole WTP (screw presses), and South Fork WTP (centrifuges).



Alex Fazzari, PE
Civil/CM
Kennewick, WA

Over his 17-year career, **Alex Fazzari** has worked on 16 projects with the City of Richland. Most recently, Alex provided technical expertise on the Duportail Bridge project and provided Project Management on the 2015 General Sewer Plan Update. Alex will coordinate J-U-B efforts regarding surveying, site civil design, and construction phase services.



Ben Haws, PE
Civil/CM
Kennewick, WA

Ben Haws is a Project Engineer with 11 years of experience, specializing in water and wastewater planning, modeling, design, and construction. Ben will perform the site civil design for the selected alternative and will perform hydraulic modeling of the sewer collection system – if necessary.



Damon Roth, PE
Pilot Testing
Ritzville, WA

Damon Roth has been involved in numerous WTP solids handling analysis and alternatives evaluation projects and is also a past chair of the AWWA Residuals Management Research Committee. Damon will leverage his considerable technical and scientific background to confirm the appropriateness of each residuals management alternative at the Richland WTP.



Raj Gedhada, PE, SE
Structural/
Architectural
Orange County, CA

Raj Gedhada has 17 years of experience in the structural and architectural design of water treatment facilities. Raj and Ali are approaching startup of the Oak Harbor Clean Water Facility, having effectively coordinated on numerous process elements through design and construction support.



Brett Lee, PE
Electrical and I&C
Littleton, CO

Brett Lee has 23 years of experience focused almost solely on water and wastewater treatment plants. His experience includes the design of power systems and control components and emergency power generation and distribution. This year, Brett and Ali completed the design of treatment plant upgrades for Wes Brown WTP for the City of Thornton, CO. Brett comes from a background of industrial project support, bringing cost consciousness and efficiency to his designs.



Bryant Kuechle
Public Outreach
Boise, ID

Bryant Kuechle is a recognized senior level facilitator with the Oregon Consensus Institute and the US Institute for Environmental Conflict Resolution. He has worked with diverse groups of stakeholders on a range of issue to resolve conflict and develop collaboratively supported decisions. He is an experienced project manager and public facilitator with the ability to reach people at varying levels of interest and involvement, resulting in balanced participation among stakeholders. He is a Tri-Cities native, born in Richland.

Team Availability and Estimated Hours

As a highly-ranked national firm that specializes in water and wastewater projects, Carollo continuously executes a high volume of work across a wide range of disciplines. Our firm-wide workload committed to active and on-going projects generally ranges between 65 and 70 percent. As a result, we have more than ample capacity to respond to our client's needs regardless of the size and nature of the work we undertake.

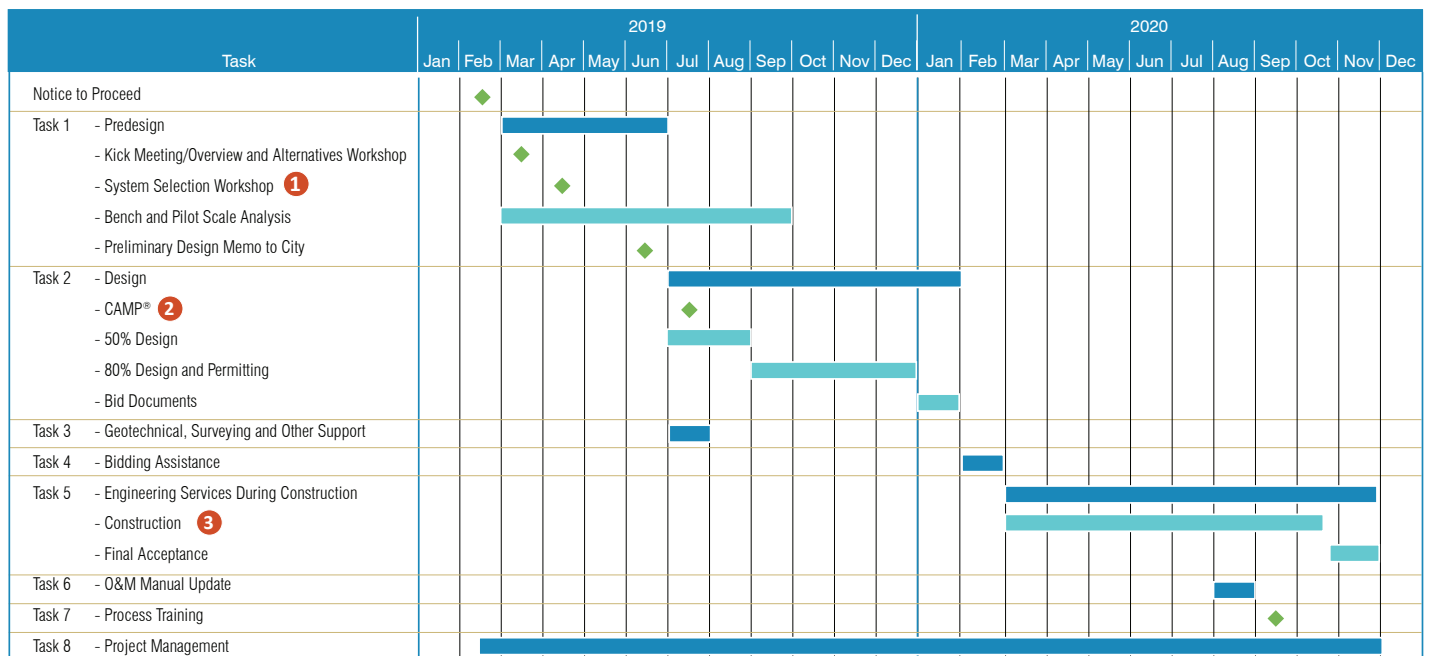
In addition to our overall workload, we track and monitor the availability of individual staff for our clients. At the projected time of contract start, we anticipate the following staffing requirements and availability. Carollo is committed to providing Richland with the necessary staff to meet your project needs. The availability of each staff member to participate in this project is also included in the key team member summary table below.

		Availability of the Team	Estimated Hours for Each Team Member, by Task							
Team Member	Role	% Time (This Project/ Other Projects)	Task 1*	Task 2**	Task 3	Task 4	Task 5 (Optional)	Task 6 (Optional)	Task 7 (Optional)	Task 8
Alan Straub	Project Manager	30 / 70	40	20-60	4	40	28	4		22
Ali Leeds	Design Manager	40 / 60	66	80-120		60	117.5	8	44	8
Austin Peters	Process Lead	40 / 60	132	30-150		44	32	80	36	4
Staff Engineer	Process Support	-	48	60-300				16		
Vinnie Hart / Mark Gross	QA/QC	-	12	60-200						
Damon Roth	Bench Study/Piloting	50 / 50	36							6
Alex Fazzari / Ben Haws	Civil/CM	50 / 50	30	60-300	100	24	100-600			12
Raj Gedhada	Strutural	50 / 50	12	40-200		16	40-200			
Staff Engineer	Structural Support	-		30-100						
Brett Lee	EIC	50 / 50	12	40-250	4	16	40-100			
Staff Engineer	EIC Support	-		20-70						
GPI	Geotech	10 / 90			100					4
David Enriquez	CAD	60 / 40		20-300	4	20	85			
Staff Engineer	CAD Support	-		20-200						
Staff	Clerical	30 / 70	16	40-150		20	24		8	8

* Optional efforts for this task have not been included in hours summary

** Level of effort for design will depend on alternative selected for design.

SCHEDULE



① Timely selection of a solids handling alternative is important for maintaining schedule - we will provide a complete analysis of the alternatives based upon selected criteria to facilitate this decision by the City.

② Schedules are impacted by rework. We will collaboratively establish the high level design early, allowing us to move into detailed design without the risk of rework.

③ Maintaining the construction schedule is critical to meeting the overall project schedule. We will provide timely engineering support and can provide on site CM support to help the design get constructed correctly the first time.



Related Project Experience/ References

At Carollo, we are committed to leading the industry, both in recognizing and implementing new and innovative technologies, and in maintaining and applying the fundamental concepts of water treatment processes to meet our client's needs.

Sandhill WTP Water Quality Modifications and Solids Handling Preliminary Design

Fontana Water Company, Fontana, CA

Relevance to Richland

- ✓ Included evaluation of solids handling alternatives for use at a space constrained WTP.
- ✓ Maximized use of existing lagoons to improve overall project affordability.
- ✓ Utilized a collaborative approach for alternative selection.

SERVICES PROVIDED: Due to changes in source water quality at the Sandhill WTP, Fontana Water Company (FWC) asked Carollo to explore design alternatives, conduct an evaluation, and develop a preliminary design for selected plant improvements to address several water quality and treatment issues, including treatment for disinfection byproducts and solids handling improvements. The Sandhill WTP is constrained by its solids handling systems as the existing lagoons/drying beds are unable to keep up with solids production at the plant. The preliminary design evaluated multiple design concept alternatives, including third party contract dewatering and mechanical dewatering methods, utilizing estimated capital cost, O&M costs, as well as non-cost factors. Through a collaborative evaluation process, which included FWC staff site tours at two other regional plants, mechanical dewatering with centrifuges was selected as the most appropriate solids handling technology.

Austin Peters, our proposed process engineer, made use of 3D models to help visualize the footprint and operations impacts of each alternative, improving engagement at both the management and operations levels. Carollo also developed a dynamic cost model, which showed the long-term benefits of improved dewatering performance (despite higher capital costs) to help FWC make informed capital investment decisions. The selected alternative will be further developed in detailed design, expected to begin in 2019.

CLIENT CONTACT: Chris Hamilton, Water Treatment Superintendent
P: 909-822-2201 | E: cphamilton@fontanawater.com

DATES OF SERVICE: 2017-2018

SCHEDULE PERFORMANCE: Completed on schedule

BUDGET PERFORMANCE: Completed within budget

Wemlinger WPF Improvements Project

City of Aurora, CO

Relevance to Richland

- ✓ Waste washwater and solids handling for a direction filtration plant.
- ✓ Improved solids drying from 20% solids in 6 months to 73% in 2 months.
- ✓ Close coordination with Colorado Department of Public Health and Environment (CDPHE) and City of Aurora permitting departments.
- ✓ Reuse of existing infrastructure.
- ✓ SCADA programming for automated operation and solids tracking.

SERVICES PROVIDED: This design-bid-build project included \$21.3M of improvements to the existing 80-mgd Wemlinger Water Purification Facility (WPF) including four sand drying beds. The project included reuse of existing infrastructure to convey waste washwater (WW) across East Quincy Avenue, which required some infrastructure rehabilitation. At the time of project kick-off, the existing residuals dewatering system was nearly 30 years old and was only achieving 20% solids after 6 months. Improvements to address these operational issues included design of four new concrete sand drying basins and a Backwash Return Pump Station to return clarified water back to the front of the WPF. All design elements were in conformance with CDPHE Section 9 exemption requirements. WW flows by gravity to the new concrete sand drying basins, which were configured with a sloped bottom and an underdrain system that allows for dewatering of the WW solids. The basins are configured to operate either in series, or in parallel for operational flexibility and improved clarified water quality. The project team repurposed an existing polymer system to add polymer to the backwash WW. For the year 2016, the Wemlinger WPF has hauled away 100 tons of solids at a cost of \$10,300.

CLIENT CONTACT: Elizabeth Carter, Principal Engineer-Treatments
P: 720-859-4338 | E: ecarter@auroragov.org

DATES OF SERVICE: 2012-2017

SCHEDULE PERFORMANCE: Completed on schedule

BUDGET PERFORMANCE: Completed within budget

Southern Delivery System WTP (Bailey WTP)

Colorado Springs Utilities, CO

Relevance to Richland

- ✓ Included analyses of different solids handling methods.
- ✓ Project included sloped solids and backwash recovery lagoons.
- ✓ Basins were concrete bottom due to the large amount of available area (sand was not required).
- ✓ Controlled decant rate to minimize solids carryover.

SERVICES PROVIDED: Carollo was selected by Colorado Springs Utilities to design the 50-mgd Southern Delivery System Water Treatment Plant (WTP). The design included an enhanced conventional treatment plant design, including coagulation, flocculation, sedimentation, ozone, and high rate biologically active filtration. With enhanced coagulation, the process will generate as much as 2.6 million pounds of dry solids on a yearly basis. The design included four solids lagoons with a drying area of 269,000 ft² and two backwash recovery lagoons with a drying area of 135,000 ft². The amount of ferric sulfate required for meeting coagulation treatment goals was reduced by acid addition.

The design also included a detailed SCADA procedure which shows each backwash step and associated valve position confirmation on the screen. This allows for easy troubleshooting and modifications to the backwash protocol. In addition, the SCADA system calculated solids loading of the solids lagoons so operators would know when to cycle lagoons at the correct basin solids loading rate, which is critical to good dewatering.



CLIENT CONTACT: Chad Sell, Plant Manager
P: 719-668-6504 | E: sell@csu.org

DATES OF SERVICE: 2012 - 2016

SCHEDULE PERFORMANCE: Completed on schedule

BUDGET PERFORMANCE: Completed within budget

San Juan Chama WTP Chemical Solids Facilities Improvements

Albuquerque Bernalillo County Water Utility Authority, NMA

Relevance to Richland

- ✓ Included solids loading projections and analysis of improvements to existing lagoons.
- ✓ Provided design concepts and costs for short- and long-term alternatives.

SERVICES PROVIDED: Carollo was brought on by the Albuquerque Bernalillo County Water Utility Authority after the original project was completed and operational (designed by others). The 80-mgd San Juan Chama WTP uses contract dewatering during the summer months to process residuals that the existing drying beds cannot properly dry due to design issues. Issues with the existing drying beds included bottoms not sloped to the decant mechanisms, decant mechanisms not capable of complete decanting the full depth of the drying bed, plugged drying bed underdrain filtrate collection systems, and undersized gravity thickeners that were unable to process plant solids under a range of conditions. Carollo developed a cost-savings recommendation to equip the existing drying beds with an automated dredge for peak solids thickening and storage.

Due to the current configuration of the solids handling facilities, the current dewatering costs range from \$500,000 to \$750,000 per year.



CONTACT: David Price, Engineering Division Manager
P: 505-506-8773 | E: dprice@abcwua.org

DATES OF SERVICE: 2013

SCHEDULE PERFORMANCE: Completed on schedule

BUDGET PERFORMANCE: Completed within budget

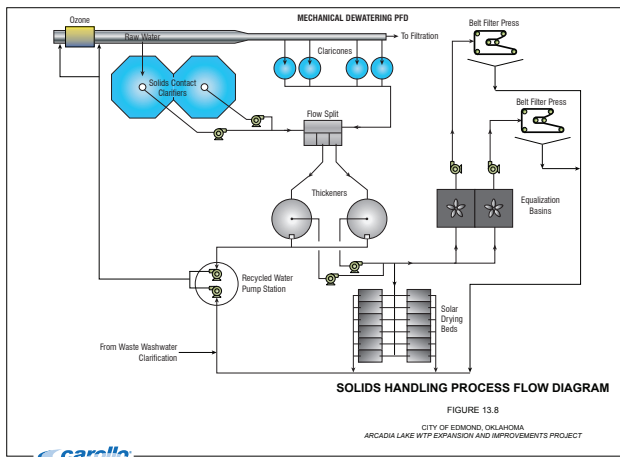
Judy Reservoir Water Treatment Plant O&M Manual

PUD No. 1 of Skagit County, WA

Relevance to Richland

- ✓ Direct filtration plant with washwater equalization and lagoons for residuals handling.
- ✓ Development of Electronic O&M manual.
- ✓ Depth of knowledge about water treatment plant operations.

SERVICES PROVIDED: Carollo is assisting the District to develop an Electronic Operations Manual (EOM) for the Judy Reservoir Water Treatment Plant (WTP). Ali and Austin have been working closely with WTP staff to develop an accurate and effective EOM system, which not only captures current operational practices, but is editable and expandable to adapt to changes in plant processes and operations. Through this effort, Ali and Austin have developed a deep understanding of the WTP layout, process functionality, and historical operations, by systematically walking through nearly every pipe, valve, instrument, pushbutton, and SCADA screen at the WTP. The EOM will provide an online, centralized reference to document the WTP configuration, collect the wide variety of previously assembled equipment and technical literature, as well as compile the combined knowledge and experience of the exceptional WTP operations staff.



CONTACT: Jamie LeBlanc, WTP Superintendent
P: 360-848-2132 | E: LeBlanc@skagitpud.org

DATES OF SERVICE: 2018

SCHEDULE PERFORMANCE: Completed on schedule

BUDGET PERFORMANCE: Completed within budget

Arcadia Lake WTP Expansion

City of Edmond, OK

Relevance to Richland

- ✓ New solids handling system design, including mechanical dewatering to coordinate with existing lagoons.
- ✓ Existing plant to remain in operation during construction of new facilities.

SERVICES PROVIDED: The City of Edmond, OK is currently undertaking a comprehensive program to increase the capacity of its surface water treatment facilities at the Arcadia Lake WTP from 10 to 30 mgd in order to satisfy increasing water demands. Plant expansion will result in additional solids production that will overwhelm an already overburdened process. As a result, new facilities will need to be constructed to handle more solids. Two alternatives for solids handling are available to the plant: solar drying and mechanical dewatering.

The design team is employed numerous Envision™ and LEED® sustainability strategies in the design of all new structures and site improvements throughout the complex. Belt filter presses were selected as the preferred technology for mechanical dewatering. Ali has been the process lead for design of the mechanical dewatering facilities, as well as providing general design coordination for the treatment plant. Brett has provided instrumentation and controls support.



CLIENT CONTACT: Steve Lawrence, Public Works Director
P: 405-359-4798 | E: steve.lawrence@edmondok.com

DATES OF SERVICE: 2011 - Ongoing

SCHEDULE PERFORMANCE: Currently on schedule

BUDGET PERFORMANCE: Currently within budget

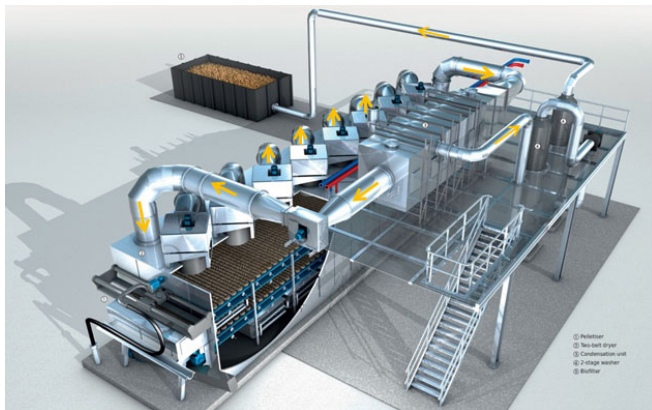
Oak Harbor Clean Water Facility Design

City of Oak Harbor, WA

Relevance to Richland

- ✓ Design and construction.
- ✓ Included operator training.
- ✓ Coordination and efficient design delivery efforts between Ali, Raj, and David.

SERVICES PROVIDED: The City of Oak Harbor is constructing a new wastewater treatment plant to meet initial demands (3.2 mgd) and provide expansion capacity to meet long-term demand projections (6 mgd). The City's goal is to produce the highest level of water quality practical to protect Puget Sound while recognizing the limitations of the rate payers. Carollo developed a Facility Plan, and prepared the preliminary and final design of the facility in 2016. Carollo continues to be involved throughout construction, providing engineering services during construction, programming services, and O&M training. The \$90 million project is the first to be delivered under Washington State's Heavy Civil GC/CM statute.



CLIENT CONTACT: Cathy Rosen, Public Works Director
P: 360-279-4750 | E: crosen@oakharbor.org

DATES OF SERVICE: 2010 - 2016

SCHEDULE PERFORMANCE: Completed on schedule

BUDGET PERFORMANCE: Completed within budget

Algal Toxin Treatment, Aquifer Storage and Recovery (ASR) Treatment Facility Conceptual Design, and WLWPCF Improvements

City of Salem, OR

Relevance to Richland

- ✓ Predesign alternatives evaluation.
- ✓ Effective use of CAMP®.
- ✓ Efficient design process and production of bid documents.

SERVICES PROVIDED: Carollo is working for the City of Salem on several of the City's significant water supply projects, including:

ASR - Salem maintains an ASR wellfield, where treated surface water is injected and stored in a confined aquifer to be recovered and used during periods of higher demand. To meet Lead and Copper Rule requirements, as well as mitigate disinfection by-product issues in recovered water, Carollo developed a conceptual design for a chemical storage and feeding treatment facility.



Algal Toxin Treatment – High levels of cyanotoxins in the raw water at Salem's Geren Island Water Treatment Facility (GIWTF) led to the exceedance of health advisory levels, during the early summer of 2018. As a long-time trusted advisor of the City, Carollo was immediately retained to assist in development of near-term mitigation strategies for the cyanotoxins in the GIWTF finished water. The near-term approach involved developing, vetting, and deploying a cyanotoxin mitigation strategy at which included bench-scale, pilot-scale, demonstration-scale (10 mgd), and ultimately the full-scale (50 mgd), and was implemented in under 3 weeks.

WLWPCF Improvements - Over the past eight years, Alan Straub has managed 11 planning, predesign, design and construction projects at the Willow Lake Water Pollution Control Facility (WLWPCF) optimizing existing assets and deliver reliable cost effective projects. The most recent solids handling project evaluated multiple solids handling technologies including screw presses, centrifuges and belt presses to minimize hauling costs and optimize performance. This \$9 million project was designed in less than 10 months after a CAMP® that took the project from 10% to 50% design in two weeks.

CLIENT CONTACT: Keith Kuenzie, City Engineer
P: 503-588-6211 | E: khkuenzi@cityofsalem.net

DATES OF SERVICE: 2000 - Ongoing

SCHEDULE PERFORMANCE: Completed on schedule

BUDGET PERFORMANCE: Completed within budget

Green River FF WTP Optimization 2017

City of Tacoma, WA

Relevance to Richland

- ✓ Predesign, design, construction, startup, an EOM, and process training provided.
- ✓ Process support and depth of knowledge about WTP operation and impacts on solids handling.

SERVICES PROVIDED:

The Green River Filtration Facility (GRFF) is a hybrid direct/conventional filtration WTP. Plant capacity is 150 MGD when operating in direct filtration mode. The plant includes full mechanical dewatering facilities, including the use of screw presses for mechanical dewatering.



Ali was a process lead (while at a different consulting firm) for the flash mix, pretreatment, and chemical systems at the GRFF. She was involved in through the entire life of the project, from predesign through commissioning and operator training. Her involvement with GRFF has continued at Carollo as she and Austin have provided targeted optimization efforts, focusing on filter operations, settled water turbidity, and manganese management. Additionally, she and Austin provide ongoing support, addressing operational questions and reviewing issues that arise.

CLIENT CONTACT: Gary Fox, Project Manager | P: 253-502-8384 | E: gary.fox@ci.tacoma.wa.us

DATES OF SERVICE: 2017 - Ongoing

SCHEDULE PERFORMANCE: Currently on schedule

BUDGET PERFORMANCE: Currently within budget

Multiple Projects for the City

City of Richland, WA

Relevance to Richland

- ✓ Local, trusted advisors that can provide immediate responsiveness.
- ✓ Established relationships with City staff.
- ✓ Demonstrated experience with local contractors.
- ✓ Established relationships with regulators.

SERVICES PROVIDED: J-U-B has been providing planning, design, and construction services for infrastructure projects for the City of Richland since the opening of the Kennewick Office in 1977. Most recently, J-U-B has been serving as a sub-consultant to Berger-Abam on the Duportail Bridge Project where J-U-B provided design for roadways, storm drainage system, water transmission mains, bridge crossing, and the relocation of the Duportail Sewer Lift Station.

J-U-B also developed the 2015 General Sewer Plan Update which included a hydraulic analysis of the City's sewer collection system. This hydraulic model may come in handy when evaluating the impact of discharging backwash from the WTP to the sewer collection system. The General Sewer Plan is also an example of the teaming relationship that has formed between Carollo and J-U-B – as Carollo provided evaluation of the WWTP as part of that study.

J-U-B has been involved in over a dozen other projects for the City of Richland including the I-82/Keene Road Waterline Bridge Crossing, Comp Plan Update, WWTP O&M Manual Update, South Richland Sewer Planning, On-Call Sewer Modeling, Lift Station Analysis, Badger Mountain South Sewer Plan Review, Horn Rapids Reservoir, Bellerive Lift Station, and Lourdes Lift Station.

REFERENCES

Carollo is proud of our relationship and long-standing history providing water and wastewater services throughout the Northwest for more than 27 years. We invite you to contact our references who will attest to our strong history of on-time and on-budget performance.

Jamie LeBlanc WTP Superintendent

Address: Public Utility District No. 1 of Skagit County. PO Box 2436, Mount Vernon, WA 98273

Email: LeBlanc@skagitpud.org

Phone: (360) 856-5045

Project: Creation of Electronic O&M Manual (Jan 2018 - present)

Gary Fox Green River Facility Manager

Address: Tacoma Water, 36932 SE Green River Headworks Rd, Ravensdale WA 98051

Email: Gary.Fox@ci.tacoma.wa.us

Phone: (253) 377-1138

Project: WTP Optimization and Operations Support (Jan 2017-present)

Keith Kuenzie City Engineer

Address: City of Salem, 555 Liberty Street SE, Salem OR 97301

Email: KHKuenzi@cityofsalem.net

Phone: (503) 588-6211

Project: Water Quality Support, Predesign and Design (2000-present)



Alan J. Straub, P.E.

Alan Straub joined Carollo in 2005 and has 15 years of experience in the planning, design and construction of water and wastewater facilities. His technical areas of expertise are solids processing and secondary treatment where he has acted as project engineer or technical advisor on over 15 projects throughout the Western US.

Education

MS Environmental Engineering, University of Washington, 2005

BA Linguistics, University of Oregon, 1994

BS Mechanical Engineering, University of Notre Dame, 1984

Licenses

Professional Engineer, Washington

Professional Affiliations

International Water Association

Water Environment Federation

Pacific Northwest Clean Water Association

Relevant Experience

→ Project Manager for the General Sewer Plan for the City of Richland, Washington. In conjunction with JUB, developed an updated General Sewer Plan for the planning period through 2034. Carollo led the Wastewater Treatment Plant Analysis, Chapter 6, of the General Sewer Plan.

→ Project manager for the ConAgra Capacity and Treatment Cost Analysis Project for the City of Richland, Washington. The City's current Sewer Plan identified capacities to the existing unit processes under current and projected loads. This analysis estimated the impacts on unit process capacity and associated treatment cost for several scenarios for proposed additional flow and loads from ConAgra.

→ Project manager for the Wastewater Treatment Plant UV Disinfection System Upgrade for the City of Kennewick, Washington. In conjunction with JUB, led the design of the Trojan's UV3000Plus system. The new UV system increased the Plant's disinfection capacity from 5.0 mgd average day flow to 8.0 mgd. In addition, the greater control capabilities of the new UV system are saving the City money and energy by automatically adjusting UV dose to match flow rate.

→ Project Manager for the Wastewater Treatment Plant Facility Plan for the City of Kennewick, Washington. In conjunction with JUB, Carollo led the UV alternatives evaluation and Secondary Aeration Analysis and provided guidance on solids improvements. Developed specific plant flow targets and operations/performance goals. Considered potential future drivers.

→ Project Manager for the City of Salem Cogeneration and Solids Improvements Final Design a \$20 Million dollar upgrade to existing facilities. Solids project included installation of two centrifuges and two RDTs in existing facilities to optimize use of

existing assets and reduce construction costs by nearly \$2 M. Although issued as different RFPs the Cogeneration and Solids Project were combined to reduce Contractor costs by up to \$1M. This required completing a 400 sheet design in less than 6 months.

→ Project manager for the Willow Lake Water Pollution Control Facility (WLWPCF) Process Review Study for the City of Salem. This study will assist the City with improving operational reliability and capacity at the WLWPCF. Specific process for optimization include the River Road HRC Wet Weather Treatment (RR HRC), South Secondary Treatment, and as a contingency, the North and South Primary and Secondary Digesters.

→ Project manager for the Solids Handling Improvements Conceptual Evaluation for the City of Salem, Oregon's Willow Lake Water Pollution Control Facility. The evaluation included a review and refinement of the alternatives for thickening and dewatering to reduce costs while still allowing for adequate O&M. A one day CAMP workshop was conducted to compare two final solids handling alternatives.

→ Project manager for the Capital Improvement Program, City of Salem, Oregon. CIP improvements at the WLWPCF to repair or replace aging facilities, reduce operation and maintenance (O&M) costs, increase energy efficiency, and enhance process flexibility, include: Aeration Basins and Aeration System, Grit Separation and Gravity Thickening, and Boilers and Digester Electrical Systems.

→ Project manager City of Tacoma Digester Visioning Study. Worked with City management team and operations staff to balance the cost benefit of short term improvements to digestion system while developing a longer term vision for

Alan J. Straub, P.E.

optimization of the biogas reuse system. Developed a vision for evaluation and implementation of short term O&M related improvements that meshed with City long term goals

→ Assistant Project Manager for the predesign, final design and services during construction of the Solids Digestion System Improvements at West Point Treatment Plant for King County Department of Natural Resources and Parks, Washington. Optimized the use of existing facilities and conveyance systems to modify sludge and scum treatment and conveyance, digester mixing and process monitoring. Developed workshops and presentations to assure contribution and involvement of plant engineering, process and operations staff. Evaluated the impact of project improvements on energy usage.

→ Project manager for the City of Salem Cogeneration Predesign at the Willow Lake Water Pollution Facility. Project evaluated multiple technologies to optimize use of biogas from existing anaerobic digesters to replace out of date system. A 1,137 kW engine was selected at the preferred technology and sizing. Project will receive nearly \$ 6 million dollars in ETO funding related to increase in energy production of new facility.

→ Design manager for the WASSTRIP Improvements at Clean Water Services Rock Creek Facilities. Project optimized existing thickening, conveyance, and tankage to implement WASSTRIP, which forces the resolubilization of phosphorous from PAOs. The solubilized phosphorous is then removed from the thickening filtrate by OSTARA nutrient recovery. Included the repurposing of thickening equipment, a centrate tank, and 2,000 feet of conveyance piping.

→ Project manager for the City of Salem GT and Degritting Improvements. Worked closely with plant staff to upgrade ageing degritting, gravity thickener and thickened sludge pump facility to replace all mechanical and electrical at each facility, while upgraded structural to meet current codes. Used workshops with Plant staff to

assure improvements addressed existing deficiencies and optimized operational flexibility and reliability.

→ Project Manager for the 36-inch Water Transmission Lines Alternatives Analysis project for the City of Salem, Oregon. Evaluated repair and replacement options to meet future reliability and transmission needs for the City of Salem with attention to operational flexibility. The viability of each alternative was evaluated using several factors to best meet the City's short and long term needs including available replacement or lining technologies, project permitting, and the feasibility of acquiring private agricultural easements. The project resulted in recommendations to conduct Smartball™ testing for condition assessments, lining sections of pipe under vulnerable areas within the City of Stayton, and providing interties between the transmission lines to optimize operability.

→ Project Manager and technical advisor for improvements to the thickening and digestion process at the City of Ellensburg, Washington Wastewater Treatment Facility. Project focus was solids stream process improvements to increase system reliability and optimize the use of biogas. Upgrades to digester feeding and heating systems saved over \$32,000 a year in natural gas usage by over 80%. Project elements included new thickening equipment, digester mixing, and boiler and heat exchangers. Upgrades required optimizing use of existing facilities and extensive coordination efforts to ensure constructability.

→ Project engineer for the Plant Process Master Plan and Process Improvements for the Encina Water Authority (EWA), California. The Plan evaluated several process upgrades from aeration to thickening to digestion. Mr Straub managed the digester optimization and gas use alternatives and identified increases in capacity by employing different digestion approaches that will allow EWA to increase the digester gas production to meet the heating needs of the plant plus provide enough digester gas to run the engines and the dryer on 100% biogas.



Alicia R. Leeds, P.E.

Ali Leeds is a water treatment engineer with ten years of experience. Coming from a technical background as a process mechanical engineer, she has been involved in predesign, design, construction and startup across a number of treatment plant processes. Ali has worked closely with operation staff throughout her designs, leading her to see the details that will serve or be cursed by operations staff.

Education

MS Civil and Environmental Engineering, University of California, Berkeley, 2007

BS Physics, Georgetown University, 2002

Licenses

Professional Engineer, Washington

Civil Engineer, California

Professional Affiliations

American Water Works Association (AWWA)

Sub-section Engineering Committee:
Vice-chair, Present
Secretary, 2017-2017
Member, 2012-Present

Sub-section Water Treatment Committee:
Member, 2012-Present

Water Treatment Facility and Design Committee, 2017-Present

AWWA M37 - Operational Control of Coagulation and Filtration Process, working group member

Relevant Experience

→ Project manager/project for the Strategy and Implementation Plan for a Corrosion Control Facility at the Slow Sand Water Filtration Plant for the City of Camas, Washington. The plan includes an evaluation of the optimal pH and alkalinity for compliance with the Lead and Copper Rule (LCR) mandated by the State of Washington Department of Health (DOH). In addition, the Carollo team is also providing guidance on equipment selection.

→ Process lead for the Arcadia WTP Improvements for City of Edmond, Oklahoma. Project included design of mostly new facilities on the same site as the existing treatment plant for construction while plant remained under operation. Updated and confirmed design criteria, including sizing and layout for plant construction and development of process flow and plant control scheme. Performed detailed design of ozone generation and contact facilities, chemical facilities, solids dewatering facilities and modifications to existing clearwells.

→ Project manager and process design lead for the Green River Filtration Facility WTP Optimization 2017 for the City of Tacoma, Washington. Providing support for optimizing pretreatment process and reducing manganese cycling within the WTP. Also providing support for ongoing filter surveillance efforts.

→ Project manager for the Aquifer Storage and Recovery Treatment Facility Conceptual Design Report for City of Salem. Project included evaluation of water quality for recovered water in ASR wells to assess alternatives for pH adjustment to meet Lead and Copper Rule compliance criteria, addressing the formation of disinfection by-products in injected water, and providing a centralized facility for chlorination of recovered water.

→ Project manager for the Judy Reservoir Water Treatment Plant Operation Manual for Public Utility District Number 1 of Skagit County, Mount Vernon, WA. Project included research and compilation of an electronic operations and maintenance manual to describe the operations of existing facilities that had not been updated since construction of the plant.

→ Engineer, Draper Water Treatment Plant, City of Oklahoma City, OK. Author of the predesign report providing analysis of disinfection and finished water storage to provide sufficient disinfection time to achieve CT while minimizing formation of disinfection by-products.

→ Project engineer for the Wes Brown Water Treatment Plant, City of Thornton, CO. On this fast track project, Ali designed modifications to the flash mix system, the membrane reject pumps, and provided a new disinfection strategy to reduce membrane fouling and achieve CT while limiting the potential for disinfection by product formation.

→ Project engineer for the electronic O&M for Whatcom Fall Water Treatment Plant, City of Bellingham, WA. Water treatment process expert, interviewing operations staff and reviewing documentation created from site visits and interviews.

→ Process lead, Green River Filtration Facility (GRFF), Tacoma Water Public Utilities, Tacoma, WA 2010-2015. Predesign Phase: Analyzed water quality data and wrote the water quality and goals technical memoranda (TM). Performed calculations to determine chemical dosing and storage requirements; researched existing chemical systems; and wrote the Chemical Systems TM. Provided corresponding sections in the Basis of Design Report. Design Phase: Area process lead for the rapid mix system, pretreatment, and the chemical systems,

Alicia R. Leeds, P.E.

coordinating design disciplines and specifying major mechanical components. Construction Phase: Reviewed contractor submittals, performed site visits, assisted in chemical system startup.

→ Staff engineer for the Tigard Water Partnership, Lake Oswego, OR. Lead for demolition and temporary construction requirements for the Lake Oswego WTP. Coordinated with all design disciplines to identify their requirements at each phase and to determine how to meet these requirements while maintaining the operability of the existing WTP. Assisted in the development of drawings and specification to communicate these requirements to bidders. Provided input to contractor information requests and alternative sequencing scenarios.

→ Design engineer, Lebanon Water Treatment Plant Project, City of Lebanon, Lebanon, OR. Confirmed chemical system design criteria developed during the preliminary design. Designed chemical systems, including chemical storage tanks, metering pumps, and a soda ash system.

→ Process lead for the Secondary Supply WTP Predesign for the Eugene Water and Electric Board, Oregon. This project includes the preliminary design of the new water treatment plant with an initial capacity of 10 mgd with provisions to expand to 20 mgd.

→ Design engineer, Overholser Water Treatment Plant Improvements, City of Oklahoma City, OK. Under this project, retrofits and improvements were made to increase the reliability and operability of this 28 MGD conventional filtration plant, originally built in 1906. Designed retrofits to remove cross connections in existing filter piping while still providing for filter to waste and the ability to completely drain the filters, replacements for existing aging clarifier mechanisms, and lagoon decant structure layout. Developed hydraulic profiles for filter-to-waste, backwash flow, and residuals handling.

→ Design engineer, Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir Addition, San Francisco Public Utilities Commission (SFPUC), San

Francisco, CA 2007-2011. This project brought the SVWTP plant's firm capacity to 160 MGD. Ali wrote filters section of the Design Criteria Report; Modified existing hydraulic profile of treatment plant in reflect new pretreatment train; designed modification to the existing flash mix system; designed major components for a filter retrofit, including components of the air scour system, filter underdrains, and filter media; completed chemical dosing calculations; and specified major chemical components. Reviewed corresponding submittals during construction.

→ Design engineer, Terminal Reservoir Chlorine Booster Facility and Jordan Valley Water Treatment Plant Chemical Feed Systems, Jordan Valley Water Conservancy District, Jordan Valley, UT. Under this project, a chlorine booster facility was added to an existing reservoir, and modifications were done to the existing plant to replace polymer systems and modify the carbon slurry system. Developed mechanical layouts and created specifications. Coordinated with subcontractors performing HVAC and Electrical design to produce submittals and ensure that all QC comments were addressed.

→ Process lead, Oak Harbor Clean Water Facility, City of Oak Harbor, Oak Harbor, WA. The Oak Harbor CWF will be a state-of-the-art treatment facility using a membrane bioreactor and UV disinfection. Incorporated pre-procured membrane system and UV system into the final design of the facility, reviewing shop drawings and coordinating with other disciplines. Completed mechanical design of utility water and chemical systems.

→ Engineer, Grants Pass Water Treatment Plant Improvements, City of Grants Pass, OR. This project included development of a predesign report to improve performance and reliability of the treatment plant. Developed sections of a predesign report for mechanical improvements to achieve better performance of the flash mix system, automated removed of solids from the existing settling basins and retrofit of flocculation to the existing settling basins.



Vincent S. Hart, P.E.

Vincent Hart, an executive vice president with Carollo, has 25 years of experience in planning, design, and expansion of water supply, water treatment, and water distribution facilities. He has managed over \$200 million in construction costs over the past 10 years. He has been involved with multiple projects which included the design of high rate filtration, dewatering, and solids handling.

Education

MS Environmental Engineering, Virginia Polytechnic Institute and State University, 1994

BS Environmental Engineering, Syracuse University, New York, 1992

Licenses

Professional Engineer, Colorado, Missouri, Minnesota, Kansas, New Jersey, North Carolina, Tennessee

Certification

LEED Accredited Professional, Green Building Certification Institute, 04/18/2009

Professional Affiliations

American Water Works Association

Water Environment Federation

American Society of Civil Engineers

National Association of Corrosion Engineers

→ Water Purification Facility (WPF) Solids Study and Predesign, Aurora, Colorado. The existing wastewater recovery lagoons at the Griswold WPF are near capacity and have challenges adequately drying solids before disposal. Additionally, the existing backwash supply, filter-to-waste, and backwash recycle systems limit the plant's treatment capacity. This study evaluated filter backwash and solids handling alternatives to address these issues, including rehabilitation of the existing lagoons, new passive lagoons and sand drying bed alternatives, and mechanical dewatering alternatives.

→ Project manager for the Solids Dewatering Alternatives Analysis and Preliminary Design for the City of Aurora, Colorado's Wemlinger WPF. This included evaluation of both direct filtration and future conventional treatment schemes. Options examined included concrete lined lagoons, sand drying beds, and separation of waste wastewater recovery and drying beds.

→ Project manager for the improvements to the City of Aurora, Colorado's existing 80 mgd Wemlinger WPF. The \$21.3 million project included the design and construction oversight of the four backwash recovery sand drying beds for the 80 mgd direct filtration plant. The project utilized innovative approaches such as the ability to run basins in series or parallel to make sure that excellent water quality was recycled back to the front of the plant. The solids drying process increased the percent solids from 10% to 73% in 61 days in the fall of 2015. The drying system was highly automated which allows plant staff to maximize the dewatering process without much operator attention.

→ Design manager for the Colorado Springs Utilities, Colorado, Southern Delivery Water Treatment Plant (50 mgd). The project included four concrete solids

drying basins (268,800 square feet of drying area) and two concrete backwash recovery basins (135,200 square feet of drying area). The project included the design of a backwash recovery and a decant pump station. The project also included a detailed backwash sequence which allowed a significant amount of operational flexibility to modify the backwash sequence as necessary and simplified troubleshooting backwash challenges.

→ Project manager/engineer for City of Olathe, Kansas' WTP2 Improvements Projects (two separate projects). The first project included the design of a backwash recovery basin and pump station. The second project included an additional (4th) earthen lagoon for solids handling. Changes to the plant process allowed the utility to generate 33% less solids. In addition, Mr. Hart assisted the City with monofill calculations and permitting.

→ Project engineer for City of Manhattan, Kansas, WTP Master Plan and Design Projects, which entailed process changes that allowed the City to reduce the solids generated by 20%. The project also included an evaluation of their existing earthen lagoons.

→ Project engineer for the Board of Public Utilities, Kansas City, Kansas, Quindaro WTP Study. This project was a study to evaluate the changes of switching to enhanced coagulation, specifically solids generation and dewatering. The study included dewatering testing of both belt press and filter press simulations to understand the dewatering potential of the solids.

→ Project manager for City of Thornton, Colorado, Wes Brown WTP, Alternate coagulant study. This study looked at the impacts of using an alternate coagulant to reduce and minimize membrane fouling potential. As a part of this analysis, the

Vincent S. Hart, P.E.

impacts of switching coagulants on dewatering was examined. The City currently has 3 earthen lagoons that handle both backwash waste washwater and solids from the existing sedimentation processes.

→ Technical Advisor for the City of Oklahoma City, Oklahoma, Draper Water Treatment Plant. This study examined the impacts of enhanced coagulation (including powdered activated carbon) on the existing earthen dewatering lagoons. The project included evaluation of onsite mechanical dewatering and the use of geotubes for short-term dewatering.

→ Technical Advisor and QA/QC reviewer for the City of Concord, North Carolina Coddle Creek Water Treatment Plant Sludge Handling Facility. The project required fast-paced planning and design to complete bid documents in four months. The project included gravity thickener, centrifuge dewatering, and sludge pumping systems for a 12-mgd water treatment plant.

→ Project engineer for design of a new 5-mgd lime softening plant for the Village of Park Forest, Illinois. The project included evaluating dewatering alternatives. Mr. Hart was responsible for designing solids handling systems. The project also included designing lime residuals storage and a filter press for dewatering. The filter press system included an acid cleaning system.

→ Project engineer for a filter-to-waste study at the 50-mgd water treatment plant for Knoxville Utilities Board, Tennessee, evaluating water quality and determining if filter-to-water was necessary. The State of Tennessee granted an extension with future testing required. After further testing, the State granted a variance for the Knoxville Utilities Board and rewrote the filter-to-waste rule based on the results of this study.

→ Project manager for the City of Olathe, Kansas Water Treatment Plant 1 Filter Improvements project. This project included adding an air scour system to the six dual media filters (4 mgd), backwash automation, and backwash pump improvements. The project also included removing the existing washwater troughs and raising them to prevent filter media loss.

→ Project engineer on the City of Fort Smith, Arkansas, Lee Creek Water Treatment Plant Improvements. The project included the design of two backwash recovery lagoons with plastic liners. The project also included NPDES permitting for the decant from the lagoons.

→ Project engineer for design of the City of Lander, Wyoming's water treatment plant project. Designed two earthen lagoons for the plant which was being converted from a direct filtration plant to a conventional plant. The lagoons handled both solids from the settling process as well as backwash waste washwater.

→ Project engineer for a water plant renovation for the City of Rock Island, Illinois Water Plant Improvements, which included design of a pulsating clarifier (Superpulsatory) along with associated chemical feed systems for solids thickening, and a residuals pump station and force main.

→ Technical advisor for Palm Beach County, Florida's WTP2 project. The project included new dual media filters designed to handle 20 mgd of flow. These filters were highly automated and utilized a sequenced filter approach to the two celled filters. The project also included two concrete backwash recovery basins.

→ Project manager for Willmar Minnesota's Water Treatment Plant Master Plan. This project included the conversion of manganese greensand to a biological direct filtration facility. The utility currently discharges all backwash waste washwater to the sewer. This project evaluated the potential for the installation of backwash recovery basins and elimination of sewer discharges.

→ Technical advisor for the City of Austin's WTP4 Design project. This project included a new 50 mgd water treatment plant. The project included backwash waste washwater recovery basins, thickeners, and mechanical dewatering utilizing centrifuges.



Mark J. Gross, P.E.

Mark J. Gross, a vice president with Carollo, has 25 years of experience including the design and construction of municipal water treatment facilities, remediation systems, and environmental engineering systems. His experience also includes treatment plant master planning, construction management, solids handling systems, operations and maintenance (O&M) manual development, plant start-up, and operations assistance. In addition, Mark is one of Carollo's national experts in the field of water treatment plant residuals management. His credentials in water treatment residuals management include author and co-authorship of residuals related articles, including Chapter 18 on Process Residuals in the 5th Edition of ASCE/American Water Works Association (AWWA) Water Treatment Plant Design Handbook. Mark is past chair of the Water Treatment Plant Residuals Research Management Committee, and he maintains an active membership role in AWWA committees.

Education

MS Environmental Engineering, University of Arizona, 1993

BS Chemical Engineering, University of Arizona, 1992

Licenses

Environmental Engineer, Arizona

Professional Engineer, New Mexico, Nevada

Water Distribution System Operator, Grade 4, Arizona

Water Treatment Plant Operator, Grade 4, Arizona

Wastewater Collection System Operator, Grade 3, Arizona

Wastewater Treatment Plant Operator, Grade 3, Arizona

Professional Affiliations

American Water Works Association

AZ Water Association

- Water Treatment Committee Member
- Annual Conference Task Force Committee, Past Chair
- Membership Services Committee Chair

American Water Works Association

- WTP Residuals Research Mgmt Committee, Past Chair
- Committee Member

Water Environment Federation

→ Principal-in-charge for the Albuquerque Bernalillo Water Utility Authority, New Mexico – San Juan Chama Water Treatment Plant (SJCWTP) Chemical Solids Handling Improvements Study. This project involved an evaluation of alternative approaches to increase/optimize the capacity of the existing four solids drying beds at the plant, as well as supplementing the chemical solids facility capacity. This evaluation addressed supplemental capacity to allow sustained operation of the SJCWTP at a finished water production rate of 92-mgd and the ultimate finished water flow rate of 120-mgd, as determined by the selected influent solids concentrations. Given the variability and amount of solids that can come from the Rio Grande, the Water Authority considered a high turbidity limit when fully operating the plant based on factors such as treatability costs, cost of additional solids handling facilities, and other factors.

→ Project manager for the City of Phoenix, Arizona – Union Hills Water Treatment Plant Solids Handling Improvements. This project involved design and construction services for installing a new gravity thickener, upgrading the existing Pretreatment Facilities, and installing a new Dewatering Building equipped with new centrifuges and a shaftless screw conveyor system. The project also included coordinating with the CMAR to develop design alternatives to meet project budget requirements, and a pre-selection process for the centrifuges to provide a competitive pricing environment for major equipment acquisition.

→ Project engineer for the City of Phoenix, Arizona – Val Vista Water Treatment Plant Solids Handling Facility Construction Project. This \$35M, 26-month-long CMAR project included the construction of new facilities for the treatment of "used" water and residuals generated from the treatment processes. The project included the construction of new gravity thickeners, backwash clarifiers, and centrifuges for dewatering water treatment plant residuals, and a truck loading facility for off-site disposal of the cake. Responsibilities included construction administration as an assistant resident engineer, planning and managing the implementation of the plant computer control system, preparing miscellaneous permits, and O&M manual development. Responsibilities also included planning and coordinating the projects phased commissioning program, including equipment performance testing and controls verification, training plant staff, and transitioning the new facilities to plant staff operations. Full-scale plant tests were conducted to provide recommendations to the plant staff for polymer dosages, centrifuge operating parameter ranges, and other process parameters. This project was awarded the 2001 Engineering Excellence Merit Award by the Arizona Consulting Engineers Association.

→ Project engineer for the City of Phoenix, Arizona – Western Canal Water Treatment Plant Master Plan project. This 18-month, \$800k project included developing a water treatment plant master plan in collaborative conjunction with Owner's staff. Tasks included project management, coordination

Mark J. Gross, P.E.

of work with historical and ongoing master plans, a review of source water alternatives and water qualities (both surface and groundwater), recommendations for appropriate water treatment processes and process trains including residuals handling, total life cycle costs including capital and O&M costs, regulatory review of required permits for building and operating the plant, site configuration layouts, and an implementation schedule. Due to potentially high total dissolved solids (TDS) concerns, the master plan also included a RO membrane component. Concentrate disposal strategies were reviewed and recommended.

→ Project manager for the Lake Havasu City, Arizona – Water Treatment Plant Evaluation. This project included the evaluation of design and operating issues at an existing 26-mgd water treatment plant. Treatment processes at the plant included biological filters for manganese removal, UV for disinfection, and a solids handling facility with a belt filter press. A field investigation was used to collect data and historical information from the plant and City personnel. The data was then organized and summarized in a report that described options and recommendations for improvements, along with costs.

→ Project manager for the Apache Junction Water District (AJWD), Arizona – Superstition Area Water Plant Design and Construction. The purpose of this project was to design and construct a 1.5-mgd water treatment plant with an ultimate capacity of 5.0-mgd. Used existing historic CAP water quality data to develop process recommendations and assist AJWD select the SWTP treatment processes. Final design included engineering services for civil, architectural, structural, geotechnical, mechanical, electrical, and instrumentation and control disciplines. The project will consisted of a raw water pump station at the CAP canal with a raw water pipeline to the plant site; pretreatment; treatment building; finished water storage reservoir and pump station; finished water transmission main that connects to an existing line in the system; backwash EQ

tank and solids handling; new electrical service; process control system with SCADA; and site utilities. This project was awarded the 2016 Drinking Water Project of the Year by the Water Infrastructure Finance Authority; the 2017 Small Treatment Plant Project of the Year and the 2017 Water Treatment Project of the Year by the AZ Water Association

→ Project engineer for the City of Phoenix, Arizona – Union Hills Water Treatment Plant 160-mgd Improvements Design. This \$37M, four-phased project included the rebuild of 32 existing filters, installation of 4 new filters equipped with air scour backwash, pretreatment facilities with sludge collection, treatment chemical storage and feed equipment, and solids handling facilities. The solids handling facilities included a new centrifuge dewatering building and trunk loading system, and off-site injection of residuals at a tree farm. The initial phase of the project included preparing 11 predesign information memorandums to gain consensus from client staff, subconsultants, and regulatory agencies for the proposed design parameters. Several different and sometimes unique design concepts were explored to make the project goal of increasing plant reliability during raw water quality excursions fit the project budget. Responsibilities included coordination of the predesign and detailed design effort by the engineering disciplines, subconsultants and CADD staff, and incorporating constructability/value engineering comments. Served as the primary designer for elements of the project and coordinated the in-house checks and quality management / quality control process for contract documents review with regulatory agencies including Maricopa County Environmental Services Department and the City of Phoenix Development Services Department. This project received Southwest Contractor Magazine's Best of Engineering Projects Award in 2004.



Education

MS Civil and Environmental Engineering, Portland State University, 2009

BS Mathematics, University of Puget Sound, 2003

Licenses

Professional Engineer, Oregon, Washington

Publications/Presentations

→ Peters, R., "Screw Presses Offer New Twist on WTP Residuals Handling", Paper presented at American Water Works Association Annual Conference and Exhibition, Denver, CO, June 2013.

Austin Peters, P.E.

Austin Peters has ten years of experience and is an expert in developing projects from early conceptual design ideas to high quality project drawings and specifications. He enjoys providing the data and visualization tools required to develop unique and creative solutions that meet or exceed client expectations. He has worked on a number of water treatment projects with a particular emphasis on water treatment processes including flocculation, sedimentation, filtration, and solids handling, and chemical systems. He has been involved in all aspects of treatment plant design, from facility planning lead, to detailed design manager for new treatment plants, to technical process lead for individual treatment processes. These experiences have given Austin a deep technical knowledge of water facilities design, construction, and planning.

Relevant Experience

→ Project engineer for the Sandhill WTP Water Quality Modifications Preliminary Design, Fontana Water Company, California. Changes in source water quality required upgrades at the Sandhill WTP. Austin led all aspects of this predesign effort which included an evaluation of multiple alternatives and developing the selected alternative to a preliminary design level. Selected plant improvements include treatment for disinfection byproducts utilizing GAC contactors and solids handling improvements. The solids handling preliminary design utilized a collaborative evaluation of multiple design concept alternatives and ultimately selected mechanical dewatering, including gravity thickening, sludge storage and pumping, and centrifuge dewatering. For the preliminary design Austin developed 3D models to help visualize the footprint and operations impacts of each alternative, improving engagement at both the management and operations levels.

→ Project engineer and design manager for the DERWA Recycled Water Plant Expansion, Dublin San Ramon Sanitary District, California. This project expanded the DERWA Recycled Water Facility to meet growing recycled water demand in the bay area, by installing a new tertiary pre-treatment system, upgrading the influent and effluent pump stations and UV disinfection process, and upgrading the existing filters. The expansion will take the tertiary facility from its existing 9.7 mgd capacity to a new capacity of 19.4 mgd. The new tertiary pre-treatment system utilized ballasted flocculation to provide the

increased capacity as well as improved settled water quality to the filters in a very compact footprint which minimized disruption to the site.

→ Project engineer for the Judy Reservoir WTP Operation Manual for Public Utility District Number 1 of Skagit County, Mount Vernon, WA. Assisted in the development of an electronic operations and maintenance manual to describe the operations of existing facilities that had not been updated since construction of the plant.

→ Project engineer for the Aquifer Storage and Recovery Treatment Facility Conceptual Design Report for City of Salem. Project included evaluation of water quality for recovered water in ASR wells to assess alternatives for pH adjustment to meet Lead and Copper Rule compliance criteria. Specific tasks included developing the 3D designs of the ASR treatment alternatives for a centralized treatment facility to facilitate process and layout selection and then expanding on these concepts to produce the conceptual design drawing set.

→ Project engineer for the Secondary Supply WTP Predesign for the Eugene Water and Electric Board, Oregon. This project developed the preliminary design for a new resilient water supply for the City of Eugene. The new plant was designed for an initial capacity of 10 MGD, expandable to 30 MGD in the future and included conventional treatment with intermediate ozone and lagoon based solids handling. The preliminary design focused on developing the baseline design criteria for the new treatment plant as well as defining

Austin Peters, P.E.

the compact plant layout on a very constrained site.

→ Project engineer for the Willamette Water Supply Program Treatment Plant for the Tualatin Valley Water District, Oregon. This \$1B project will represent one of the largest wet infrastructure undertakings in the Pacific Northwest's history and will include a 60-mgd expansion to the existing Willamette River Water Treatment Plant, 30+ miles of 66-inch transmission piping, two 20-MG terminal storage reservoirs, and associated ancillary facilities. Austin has led the conceptual design of the initial 60 MGD treatment plant, providing the basis of design for the treatment processes and facility layout. The new treatment plant will include high rate ballasted flocculation and sedimentation basins, intermediate ozone, and deep bed dual media filters, as well as supporting residuals handling (including mechanical dewatering) and chemical facilities. Development of the conceptual design relied on the use of rapid collaborative 3D modeling to quickly capture ideas and caveats from the various stakeholders and develop them into a feasible system.

→ Project engineer and design manager for the Lake Oswego – Tigard Water Treatment Plant, Lake Oswego-Tigard Water Partnership, Oregon. Led the design team for this 40-mgd water treatment plant expansion as well as provided the detailed process and mechanical design of several key water treatment processes at the plant. The expanded plant includes a new rapid mix system, flocculation and sedimentation process (high rate ballasted flocculation), intermediate ozone, high rate filtration, and a new CT Basin/Clearwell and finished water pump station. On the residuals side, the plant includes gravity thickeners, sludge storage and mixing, and dewatering with screw presses. Responsibilities during design included developing pre-design criteria for most of the main plant treatment processes, detailed design of the pre-treatment, pumping, solids handling, and chemical systems, and overall interdisciplinary coordination - leading the development of over 2,500 pages of specifications and 1,500

drawings. He managed the engineering team for the engineering services during construction task, including responding to submittals and RFI's as well as providing plant start-up assistance and development of an operations and maintenance manual.

→ Design engineer for the City of Lebanon, Oregon Water Treatment Plant Project. Austin provided design oversight and review for the new WTP. His work focused on the supporting systems for this membrane based water treatment plant, including chemical systems and solids handling systems design work. The solids handling system included sludge thickening/clarifying lagoons and reject water infiltration basins.

→ Design engineer for the Big Hole WTP Improvements Project, City of Butte, Montana. Austin was the design lead for the retrofit of the new flocculation and sedimentation basins and a complete mechanical dewatering solids handling system at the Big Hole WTP. The basins were designed to handle high chemical solids loading caused by the removal of high concentrations of dissolved and particulate matter during spring water conditions, using enhanced coagulation. The new flocculation and sedimentation basins were to utilize vertical turbine flocculators, plate settlers, and hoseless sludge removal systems. The solids handling system was chosen based on pilot testing and consisted of gravity thickening, sludge homogenization and dewatering with screw presses.

→ Project engineer and process technical lead for the South Fork Water Treatment Plant, City of Nanaimo, British Columbia. Austin was project engineer and process technical lead for the design of centrifuges for mechanical dewatering of solids produced at this new membrane water treatment facility. The process design included the development of project specific process diagrams, equipment selection based on expected solids loading, and overall design support for the mechanical dewatering facilities.



Education

MS Civil and Environmental Engineering, University of Washington, 2005

BS Civil and Environmental Engineering, University of Washington, 2001

Licenses

Professional Engineer, Washington, Ohio, Virginia

Civil Engineer, California

Professional Affiliations

American Water Works Association (AWWA)

Residuals Management Research Committee
Past chair, 2012-2105
Member, 2008-Present

Sub-section Research Committee:
Chair, Present
Member, 2011-Present

Sub-section Water Treatment Committee:
Member, 2011-Present

Other

Accomplishments

Co-authored "Water Treatment Plant Residuals Management", Chapter 22 in Water Quality & Treatment, 6th ed. (2011)

Co-authored "Standard Units for Water Industry", Chapter 3 in International Standard Units for Water and Wastewater Processes (2011).

Damon K. Roth, P.E., BCEE

Damon Roth is Cornwell Engineering Group's Director of Water. For the past 15 years, 12 of which have been with the Cornwell Engineering Group, Mr. Roth has managed or served as project engineer on treatment studies, designs, and construction projects for drinking water, wastewater, and stormwater treatment projects through the United States. In addition to engineering design services, he specializes in water treatment optimization evaluations and treatment feasibility studies. Mr. Roth also specializes in the evaluation and design of treatment systems to process water treatment plant residuals.

Relevant Experience

→ Project manager, Water Facilities Master Plan, City of Lorain, OH. This project consists of a comprehensive facility audit and alternatives evaluation for rehabilitation and/or replacement of the City of Lorain's Water Treatment plant. As part of this work, the City's current residuals management method of Geotube® dewatering is being evaluated and conceptual design of a mechanical dewatering facility is being developed.

→ Project manager, Settling Reservoir Solids Study, Greater Cincinnati Water Works, OH. Led development of a multi-stage evaluation of discharge of settling reservoir solids from the Richard Miller Treatment Plant to the Ohio River. This work included a toxicity evaluation of solids collected from the reservoir, physical and chemical characterization of the solids, a feasibility study of solids removal alternatives from the reservoirs, and a study of potential impacts from discharging WTP solids to the Ohio River.

→ Project manager. Residuals Management Evaluation, Passaic Valley Water Commission, NJ. The goal of this project was to analyze, evaluate, and plan improvements to the WTPs residuals treatment systems. This comprehensive effort led to the development of a three-stage plan involving 13 initiatives for improvement residuals management at the plant. Mr. Roth worked with PVWC to implement the initiatives that were developed, including improvements to the plant's spent filter backwash water, gravity thickeners, and solids storage systems.

→ Project manager, Joint Recalcination Facility Feasibility Study, Greater Cincinnati Water Works, OH. Led the development of

a feasibility study for the construction of a new recalcination facility at the Bolton Treatment Plant. This work included evaluation of both a treatment system sized specifically for the Bolton Treatment Plant, as well as an evaluation of the feasibility of a larger, regional facility that would receive, thicken, dewater, and recalcinate solids from three nearby lime softening plants. This project also included a full-scale demonstration study of flue gas desulfurization using Bolton solids.

→ Process lead, Sacramento City and Fairbairn Water Treatment Plant upgrades, City of Sacramento, CA. As a subcontractor a project team led by Carollo, Mr. Roth led preliminary design efforts for residuals treatment upgrades at the City of Sacramento's two water treatment plants, which have a combined treatment capacity of 360 mgd. During preliminary design, developed an innovative "hybrid" approach to residuals management that utilized existing on-site lagoons to store sludge during peak production periods, significantly reducing the required design capacity of the residuals treatment processes. This reduced capital costs more than 80 percent compared to a traditional residuals treatment design. Led detailed process design of the new thickening, dewatering, and SFBW-sludge collection efforts at the Fairbairn WTP.

→ Co-principal investigator, Water Research Foundation Project 4338, "Altering Environmental Conditions to Enhance Non-Mechanical Dewatering of Residuals." This project pilot-tested an innovative forced-ventilation process to increase the drying rate of water treatment plant residuals in non-mechanical drying beds. This work



Damon K. Roth P.E., BCEE

.demonstrated that enhanced non-mechanical dewatering could reduce capital costs for dewatering by 15 percent or more over other conventional processes at one participating utility.

→ Project manager, Water Treatment Discharge Studies, Metropolitan Utility District, Omaha, NE. Led several NPDES studies to assess the impacts from two of the District's treatment plants on the Missouri River. These studies include assessment of the discharges on the river's pH, suspended solids concentrations, and benthic communities. This project also includes the development of technological alternatives for reducing or eliminating the discharges.

→ Co-principal investigator, Water Research Foundation Project 4086, "Minimizing Water Treatment Residual Discharges to Surface Water." This project involved more than a dozen water utilities, and analyzed and developed various methods for utilities to reduce residuals production and reduce existing discharges of residuals. This work involved development of a Residuals Costing Model that allowed utilities to quickly develop conceptual-level process sizing and cost estimates for residuals treatment technologies.

→ Project engineer, Residuals Treatment Alternatives Evaluation, Cleveland Division of Water, OH. Led on-site piloting of gravity thickening and non-mechanical dewatering of residuals generated at the Garret Morgan WTP. This work included bench-scale analysis of alum and alum/polymer sludge generated on-site under controlled conditions. Led development of the feasibility analysis and associated cost estimates.

→ Project manager, Regulatory Analysis of Proposed Effluent Guidelines, AWWA, DC. As part of AWWA's negotiations with USEPA concerning proposed effluent guidelines for drinking water treatment plant discharges, Mr. Roth led the development of a cost analysis to inform AWWA's position. This effort involved coordination with AWWA, USEPA, and three

consulting firms, including Carollo. Developed conceptual designs and cost estimates for implementing residuals treatment processes at 36 water treatment plants of various sizes. The project culminated in the development of a Residuals Costing Model that can be used to quickly and accurately develop conceptual-level cost estimates for construction of residuals treatment processes at drinking water treatment facilities.

→ Project engineer, Baldwin Residuals-Fairmont Reservoir Project, Cleveland Division of Water, OH. Led preliminary design for upgrades to existing spent filter backwash treatment and sludge storage systems at the Baldwin WTP.

→ Project engineer, Corrosion Control Treatment Evaluation, Portland Water Bureau, OR. As part of a team led by Confluence Engineering Group, Cornwell performed a bench-scale corrosion treatment evaluation using lead, brass, and copper with lead solder coupons. This evaluation compared orthophosphate treatment to pH/alkalinity control, and evaluated the impact of blending different source waters on lead and copper corrosion. Mr. Roth led data analysis and was primary author of the final study report.

→ Project engineer, Distribution System Optimization Evaluation, City of Flint, MI. As part of a project team led by Arcadis, Cornwell evaluated historical lead and copper corrosion data collected in the City of Flint's distribution system both during and following the switch from the Flint River to Great Lakes Water Authority source water. Mr. Roth led the effort to combine multiple data sets to perform a comprehensive study of lead release patterns throughout 2016 and 2017. Mr. Roth is currently involved in data analysis from on-going pipe loop studies being conducted by Cornwell at the City of Flint Water Treatment Plant to evaluate optimal orthophosphate dosing strategies and to assess potential of lead release from lead service lines, galvanized steel pipes, and in areas subject to blending with Karegnondi Water Authority Water.



Education

MS Civil Engineering,
University of California
Irvine, 2000

BT Civil Engineering,
Indian Institute of
Technology, Bombay,
1999

Licenses

Civil Engineer, California
Structural Engineer,
California

Certification

LEED Accredited
Professional, Green
Building Certification
Institute, 2009

Raj Gedhada, P.E., S.E.

Raj Gedhada is experienced in the structural design of wastewater treatment facilities and water reservoirs, seismic evaluation and retrofit of existing facilities, and condition assessment of existing infrastructure for water districts. Prior to joining Carollo, Raj was assistant division manager and senior project director at Englekirk Structural Engineers, where he was responsible for managing its Santa Ana office, training and overseeing engineering and drafting staff, and marketing in Orange County and San Diego. He has extensive structural design experience for various commercial and institutional facilities. He is an expert in designing structures using concrete, steel, wood, post-tensioning, deep foundations, and metal studs (load bearing and non-load bearing).

Relevant Experience

→ Structural engineer for the Aquifer Storage and Recovery Corrosion Control/DBP Mitigation/ Disinfection Facility Conceptual Design Report for the City of Salem, Oregon. The ASR well field is used as a secondary/redundant supply for the City, storing excess surface water produced by the Geren Island WTP during winter/low demands, and supplementing surface water production via withdrawal during summer/peak demands. Carollo's report made recommendations on how to upgrade the disinfection system, manage disinfection by-products, and augment the power distribution and control system to support installation of a larger well pump. Raj developed structural design criteria for inclusion in conceptual design report.

→ Structural engineer for the 250-mgd San Francisco Public Utilities Commission, California, Southeast Plant Headworks. Responsible for the new headworks building with influent junction area, mechanical and electrical rooms, fine screen and screenings handling areas, and grit splitter channels. The structure is an above-grade concrete structure two to three stories tall. Some of the structural challenges include irregular shear wall distribution, multiple transfer girder conditions, poor soil conditions, soil structure interaction analysis, and corrosion potential of soil.

→ Structural engineer for the Metro Wastewater Reclamation District, Colorado, PAR 1225 South Primary Grit Facilities. The project consists of new grit handling building and new grit basin building. The concrete masonry grit handling building has a one-story basement and two stories

above grade. The floor structures include concrete slabs and beams. The roof structure consists of open web steel joists. The grit basin building is an underground facility with concrete grit basins and grit pump stations. The grit handling and grit basin buildings are connected by an underground concrete utility tunnel. These facilities are designed to connect to the existing influent and effluent channels. Some of the structural challenges include high water table, buoyancy forces on structures, and deep foundation design.

→ Structural engineer for the City of Oak Harbor, Washington, Clean Water Facility, which includes headworks building, aeration basins, waste activated sludge storage, secondary treatment building, emergency generator area, electrical building, aeration blower building, solids building, and primary and secondary treatment odor control building. The structural challenges include liquefiable soils, deep foundation, high water table, and buoyancy forces on structure. Due to the proximity to the city beach and the desire to provide a facility that compliments the existing park, various architectural design features are being incorporated into the structural design.

→ Seismic evaluation of the Pasadena Water and Power (PWP), California, 5.6-MG Sunset Reservoir No. 1. A thorough structural evaluation was performed to identify structural deficiencies and propose retrofit options for this reservoir. The reservoir was originally built in 1888 and expanded in 1934. The existing roof structure consists of preservative treated wood supported on redwood posts and perimeter concrete retaining wall with

Raj Gedhada, P.E., S.E.

corrugated roof metal deck. A comprehensive evaluation report was provided to PWP with conceptual retrofit details and replacement options. Budgetary cost estimates were also provided for all of the retrofit alternates to help PWP maintain a reliable source of water storage. Seismic analysis was performed to include the effects of hydrodynamic forces and sloshing wave height.

→ Structural evaluation and condition assessment of East Orange County Water District, California, Peters Canyon Reservoir. The 6-MG reservoir was built in 1963 and has a hopper bottom with perimeter CMU retaining walls. The roof structure consists of preservative treated glulam beams and sawn lumber purlins. Seismic evaluation included calculation of hydrodynamic forces and sloshing wave height. The evaluation provided various alternatives for this existing reservoir. The alternatives included a new replacement post-tensioned concrete tank, new floating cover replacing the existing roof, and retrofit of the existing roof structure. Tasks also included peer review of the findings of previous structural evaluations in regards to the concerns raised about the steel connections at existing glulam beams. A detailed evaluation report along with budgetary cost estimates were provided to the client.

→ Seismic evaluations of East Orange County Water District, California, Vista Panorama Reservoir. The existing elevated concrete reservoir was built in the 1930s and has a capacity of 150,000 gallons. The evaluation involved calculating the hydrodynamic seismic forces and sloshing wave height, as well as providing potential retrofit and replacement options along with budgetary cost estimates.

→ Structural engineering for Skechers office buildings, The California Endowment, Hyundai Headquarters, Broadcom office buildings, and Malamut auto dealership.

→ Structural engineering for residential buildings, including Dogtown Station Condominiums, Noho Art Walk West Apartments, Belmont Cardiff Senior Housing, Glencoe Element Condominiums,

The Californian on Wilshire (high rise), 10,000 Santa Monica (high rise), Tbilisi Plaza in Georgia (international), Next Century (high rise), Selma and Vine Apartments, 8th and Grand Apartments, Lex and Orange Apartments, Movietown Apartments, Colorado St. Apartments, Burton Way, Southwestern Student Housing, Sage Park Student Housing, and The Lakes Apartments (West Covina).

→ Structural engineering for parking structures, including 12th Street parking structure, San Pedro corner building (two parking structures), and Diamond Jamboree parking structure.

→ Structural engineering for retail/entertainment, including Diamond Jamboree, Sunset Millennium West Parcel, Vallarta-Porterville Market Expansion, and Tanforan Mall.

→ Structural engineering for special projects, including Hollywood Highland Oakley Sign; Spring Structure in Seoul, South Korea; Rio Hondo Pedestrian Bridge; 800 Nimes Road landslide stability; Louis Vuitton Tenant Improvement; San Diego Fashion Mall multiple tenant improvements; Citadel Mall Skechers sign; and Menlo Atherton High School Performing Arts Center.

→ Structural engineering for institutional facilities, including California Science Center Phase II, Chaffey Community College Main Instructional Building, West Adams Preparatory High School, Whittier College New Student Union and Student Services Building, Los Angeles Unified School District Central Learning Center # 1, Heritage High School, Viewpoint School Classrooms, Sage Hill High School, Arcadia Pool Building, and Belvedere Pool replacement building.

→ Structural engineering for facility retrofits, including Tanforan Mall retrofit, Santa Monica Medical Plaza parking retrofit, Westside Pavilion retrofit, Whittier College Campus Center, Fox Riverside Theater Performing Arts Center and office spaces, and Herald Examiner Building retrofit.



Education

B.S., Biology, Gonzaga University, 1999

B.S., Biological Systems Engineering, Washington State University, 2001

Licenses

Professional Civil Engineer, Washington

Professional Affiliations

American Water Works Association (AWWA)

Water Environment Federation/Pacific Northwest Clean Water Association

Alex J. Fazzari, P.E.

Alex Fazzari has over 17 years of planning, design, and construction experience in a variety of private and public works projects. His experience includes water, wastewater, irrigation, storm water, and environmental restoration projects. Since joining J-U-B in 2001, Alex has gained experience with sewer flow monitoring, sewer modeling, sewer collection system design, lift station design, wastewater treatment plant design, water distribution design, water tank design, booster station design, hydraulic modeling, storm collection design, wetland enhancement, and environmental restoration.

Relevant Experience

- Project Manager | City of West Richland – New 1,600 gpm Well 11 Wellhouse and 10,000 LF of 16-inch diameter Water Transmission Main | West Richland, WA (In Design)
- Project Manager | City of Kennewick – 4,000 LF of 24-inch diameter Sewer Interceptor Rehabilitation and Replacement | Kennewick, WA (In Design)
- Project Manager | City of Kennewick – 1,100 gpm 23rd/Gum Lift Station Upgrades | Kennewick, WA (In Design)
- Project Manager | City of College Place – 1 MGD WWTP Facility Plan Update | College Place, WA (In Progress)
- Project Manager | City of College Place – Southwest Sewer Master Plan | College Place, WA (In Progress)
- Project Manager | City of Walla Walla – 2018 WWTP Improvements – Replacement of Influent Screens, Thickened Sludge Pumps, and Digester Recirculation Pump | Walla Walla, WA (Under Construction)
- Project Manager | City of West Richland – New 1 MG Brotherhood Potable Water Reservoir and 6,000 LF 12-in diameter Water Transmission Main | West Richland, WA (Under Construction)
- Project Manager | City of Kennewick – New Winery Wastewater Pretreatment Facility | Kennewick, WA (Under Construction)
- Project Manager | City of Kennewick – 10 MGD WWTP Phase 1 Upgrades – UV Replacement, Pumping, Piping, and Metering Upgrades | Kennewick, WA (Under Construction)
- Project Manager | City of West Richland – Water System Plan Update | West Richland, WA (2017)
- Project Manager | North Santiam Paving Company – New 18-inch diameter Horn Rapids Sewer Interceptor | Richland, WA (2017)
- Project Manager | Schwyn Environmental – Sudbury Landfill Area 5 Closure | Walla Walla, WA (2016)
- Project Manager | City of Richland – General Sewer Plan Update | Richland, WA (2016)
- Project Manager | City of West Richland – New 1.5 MGD WWTP Biosolids Dewatering Facility | West Richland, WA (2016)
- Project Manager | City of Kennewick – General Sewer Plan Update | Kennewick, WA (2015)
- Project Manager | City of Walla Walla – General Sewer Plan | Walla Walla, WA (2015)
- Project Manager | City of Kennewick – 10 MGD WWTP Facility Plan Update | Kennewick, WA (2015)
- Project Manager | City of West Richland – New Street Waste Handling Facility | West Richland, WA (2015)
- Project Manager | Kennewick Irrigation District – New 3 MG Cherry Creek Irrigation Pond and 200 hp Pump Station | Kennewick, WA (2015)
- Project Manager | City of Kennewick – New 75 hp Thompson Hill Booster Station | Kennewick, WA (2014)
- Project Manager | City of Kennewick – New 1 MG Zone 5 Reservoir | Kennewick, WA (2013)

Accomplishments

Excellent 17-year track record of successfully delivering City projects

Positive relationships with City

Project manager on recent City projects: General Sewer Plan Update and Duportail Bridge

Alex J. Fazzari, P.E.

- Project Manager | City of Walla Walla – Sudbury Landfill Area 6 Closure | Walla Walla, WA (2013)
- Project Manager | City of West Richland – New 175 hp Intertie Booster Station | West Richland, WA (2012)
- Project Manager | City of Richland – Lift Station Upgrades Study | Richland, WA (2011)
- Project Manager | City of Kennewick – New 24-inch diameter Beech Street Sewer Interceptor | Kennewick, WA (2011)
- Project Manager | City of Walla Walla – Whitman Street Infrastructure Replacement Project – Three City Blocks of Complete Roadway and Utility Replacement | Walla Walla, WA (2011)
- Project Manager | City of Kennewick – New West 10th Avenue 24-inch diameter Transmission Main | Kennewick, WA (2010)
- Project Manager | City of West Richland – New 24-inch diameter Intertie Transmission Main | West Richland, WA (2009)



Ben B. Haws, P.E.

Ben is a Project Engineer with eleven years of experience, specializing in water and wastewater planning, modeling, design, and construction. His background includes various municipal engineering efforts including capital facility plans, comprehensive sewer system plans, and comprehensive water system plans. His wastewater experience includes collection system modeling, master planning, lift station analysis, sewer trunk design, WWTP upgrades and construction engineering.

Education

M.S., Water Resources
Emphasis - Civil
Engineering, Brigham
Young University, 2008

B.S., Civil Engineering,
Brigham Young
University, 2005

Licenses

Professional Civil
Engineer, Washington
2011, # 47661

Professional Affiliations

Pacific Northwest Clean
Water Association
(PNCWA)

Yakima Valley Section
President, 2013 - 2015

Relevant Experience

→ Project engineer, General Sewer Plan
Update | City of Richland, WA

→ Project engineer, Sewer System
Modeling | City of Richland, WA

→ Project engineer, Duportail Bridge
Construction | Richland, WA

→ Project engineer, WWTP Phase 1
Improvements | Kennewick, WA

→ Project engineer, 24-inch Sewer
Interceptor Rehabilitation | Kennewick, WA

→ Project engineer, Winery Wastewater
Pretreatment Facility | Kennewick, WA

→ Project engineer, Biosolids Facility | West
Richland, WA

→ Project engineer, General Sewer Plan |
Walla Walla, WA

→ Project engineer, Lift Station for Data
Center | Umatilla, OR

→ Project engineer, Septic Receiving
Station Alternatives | Kennewick, WA

→ Project engineer, Columbia Colstor, Inc.
Wastewater Improvements | Woodland, WA

→ Project engineer, Industrial Process
Water Facility Sewer, Water, and Storm
Design | West Richland, WA

→ Project engineer, Evaporation Pond for
Joseph Christy Vineyards | Plymouth, WA

→ Project engineer, Cherry Creek Pond
and Pump Station | Kennewick, WA

→ Project engineer, Hanford High Irrigation
Well and Pump Station | Richland, WA

→ Project engineer, Pond Design and Dam
Safety Analysis for Private Fruit Company |
Selah, WA

→ Brotherhood Reservoir and Transmission
Main | West Richland, WA

→ Project engineer, Water System Plan
Update | West Richland, WA

→ Project engineer, Water System
Modeling | Kennewick, WA

→ Project engineer, Intertie Booster
Station | West Richland, WA

→ Project engineer, Shaw Vineyards Well
Improvements | West Richland, WA

→ Project engineer, Paradise Way Sewer,
Water, and Storm Design | West Richland,
WA

→ Project engineer, Well # 9
Improvements | West Richland, WA



Andrew J. Abrams, P.E.

Education

MS Civil Engineering,
University of Idaho, 2003

BS Geological
Engineering, University of
Idaho, 2001

Licenses

Professional Engineer,
Washington, Idaho,
Oregon, Montana,
Colorado

Professional Affiliations

Western Alliance of
Quality Transportation
Construction (WAQTC)

Aggregate Testing
Technician (AgTT)

Asphalt Testing
Technical (AsTT)

Asphalt Testing
Technician II (AsTT II)

Geoprofessional Business
Association (GBA)

Fundamentals of
Professional Practice
(FOPP), 2008

Andy Abrams brings 16 years' experience of providing sound, innovative solutions to the geotechnical engineering field. Andy's areas of specialization include evaluating slope instability, embankment construction and performance, geotechnical instrumentation for embankment monitoring, and various slope stabilization mechanisms. Andy's design experience includes anchored reeve mattresses, soil nail walls, soldier pile walls, deep drainage systems, and various other soil improvement and stabilization approaches. Andy has used his expertise and geologic knowledge to support agencies, owners, and project teams throughout rapid emergency slope repair projects as well as methodical design-bid-build approaches. Andy's ability to represent project stakeholders while finding innovative solutions to aid designers and contractors adds value to each project he engineers.

Relevant Experience

→ Project manager/project engineer for the Lamb Weston Facility Expansion in Richland, Washington. Andy managed GPI's geotechnical engineering consultation and construction material testing and inspection services for this food processing facility expansion, including site development for 2 large structures and a process wastewater treatment facility. The project includes over 200,000 square feet of new building floor space along with associated infrastructure. Andy served as geotechnical consultant for the design build contractor and also worked in close coordination with owner's representatives to provide geotechnical and earthwork recommendations commensurate with the owner's performance requirements and design build contractor's dynamic schedule.

→ Project manager/project engineer for the Wastewater Treatment Plant project for the City of Clarkston, Washington. Andy performed subsurface exploration, laboratory testing and engineering analysis, culminating in a deliverable summarizing our geotechnical recommendations. Exploration required careful coordination to avoid damaging numerous existing utilities at the WWTP site. GPI's recommendations aided the City and the design team in developing construction documents for bidding, specifically regarding concerns over groundwater entering excavations, removing uncontrolled fill, preparing subgrades for subsurface foundation construction and seismic design considerations.

→ Project manager/project engineer for the Wastewater Treatment Plant improvements project for the City of Pullman, Washington. GPI has performed geotechnical engineering and construction inspection services for various improvements at the Pullman WWTP over the past several years, including geotechnical exploration for a new aeration basin, digester, associated utilities and other improvements. Andy performed geotechnical exploration and analysis to help the City and their design teams evaluate design and construction schemes for these improvements. Andy also provided shoring design for contractors to help accomplish safe excavations to construct the improvements near existing facilities. Andy transitioned the project to our construction services team, who performed testing and special inspection for the City to help document the project specifications were incorporated into construction.

→ Project manager/project engineer for the Wastewater Treatment System Improvements in Potlatch, Idaho. Andy provided geotechnical consultation to aid the City of Potlatch, Idaho and their consultant team with designing a large scale soil absorption system (LSAS) to improve their existing wastewater treatment facility. Andy accomplished subsurface exploration and laboratory testing to identify soil conditions with respect to Health District requirements and designations. Andy also performed in-situ soil infiltration testing referencing the Double Ring Infiltrometer method (ASTM D3385) to estimate the near surface soil's infiltration rate. Throughout the project,

Client Commitment

"I am committed to serving my clients by exceeding their expectations and providing accurate and thorough recommendations that add project value."

Andrew J. Abrams, P.E.

Andy worked closely with the City and their project team to help communicate our geotechnical findings and assist with achieving successful design and construction.

→ Project manager/project engineer for upgrades to the existing Wastewater Treatment Plant in the City of Lewiston, Idaho. Andy worked with City representatives and their consultant team to provide geotechnical recommendations for excavation characteristics, subsurface tank mat foundation design, and seismic liquefaction risk. Loose sand encountered beneath the planned expansion presented increased risk of settlement due to liquefaction under seismic loading. Andy summarized these risks and provided descriptions of potential remediation alternatives for design team consideration.

→ Project manager/project engineer for Lightweight Deflectometer Testing (LWD) performed near Richland, Washington. Andy performed LWD testing as part of a subconsultant team, serving the U.S. Department of Energy's subcontractor, Washington River Protection Solutions (WRPS). LWD data was used to identify risks to subsurface utilities associated with surface construction activity within various "tank farms" at the Hanford Site. Andy worked closely with WRPS and Hanford site personnel to navigate complex site access and safety requirements prior to performing work.

→ Project manager/project engineer for the Riverside Water and Sewer District, Phase III Improvements in Orofino, Idaho. Andy accomplished exploration, lab testing, and geotechnical evaluation for this project including approximately 18,300 linear feet of water utility upgrades along existing roadways. Utility upgrades included 12-inch transmission lines and 6- to 8-inch water mains. Associated with the utility improvements, the City of Orofino and Riverside Water and Sewer District worked in conjunction to accomplish some improvements to existing roadways along the utility alignments. GPI provided geotechnical exploration, laboratory testing, and engineering recommendations for site preparation, excavation characteristics of the site soil, re-use of site soil as structural trench backfill,

and roadway pavement reconstruction considerations.

→ Project manager/project engineer for the South Lift Station for the City of Moscow, Idaho. Andy performed subsurface drilling exploration in the vicinity of the lift station to aid the City with their development of structural design and earthwork documents. He also managed construction material testing services for the project including observation and testing during structural fill placement and concrete construction.

→ Project manager/project engineer for Sewer Improvements for the City of Walla Walla, Washington. The City accomplished substantial sewer utility upgrades in 2014 along various streets including Rose, Sumach, N. Main, Penrose, Myrtle, Locust and Chestnut. Andy performed subsurface exploration to help characterize soil conditions along these alignments and provide designers with recommendations intended to help protect existing utilities and residences during the excavation and backfilling process.

→ Project manager/project engineer for the Infrastructure Repair and Replacement Program (IRRP) for the City of Walla Walla, Washington. Andy assisted the City of Walla Walla to develop geotechnical recommendations for stormwater and pavement systems for this IRRP just south of downtown. Reusing site soil, recycling asphalt and incorporating landscape features which functionally facilitate stormwater disposal, while aesthetically adhering to the surrounding themes, were a few of the value-added services we provided the City.

→ Project manager/project engineer for Well House #8 for the City of Pullman, Washington. The project constructed a building to house pumping equipment and controls to support a newly constructed well for the City's water supply. Andy provided geotechnical engineering exploration and evaluation, as well as construction observation services during foundation preparation.



Education

MBA, University of Idaho, 2010

MS Geological Engineering, University of Idaho, 1997

BS Geological Engineering, University of Idaho, 19963

Licenses

Professional Engineer, Washington, Idaho, Wyoming

Professional Geologist, Washington

Professional Affiliations

Washington Association of Building Officials (WABO)

Technical Director

International Code Council (ICC)

Special Inspector:
Reinforced Concrete

Idaho Society of Professional Engineers (ISPE)

President, 2000-2002
Vice President, 1999

Geoprofessional Business Association (GBA)

Fundamentals of Professional Practice (FOPP), 1997

University of Idaho College of Business Advisory Board

American Society of Civil Engineers (ASCE)

Ethics Committee, 2012-2014

Travis J. Wambeke, P.E., P.G.

Travis Wambeke is GPI's Chief Executive Officer and Principal. He has 25 years' experience with geotechnical engineering projects throughout Washington, Idaho, Oregon, Montana, and Wyoming, and provides overall corporate vision and leadership for GPI's diverse staff. Specialization areas include contract evaluation and client relations. Technical areas include geologic characterization, landslides and slope stability geotechnical analysis, intermediate and deep foundations, unpaved road sections, developing practical solutions to soil-related earthwork and foundation construction challenges, environmental assessments, site monitoring, and construction material testing.

Relevant Experience

→ Principal engineer for multiple Wastewater Treatment Plant projects in Washington and Idaho. Travis has provided geotechnical engineering consultation, project management, and principal oversight on WWTP facilities, including new construction, expansions, and improvements. He has provided these services for the City of Grangeville, Lapwai, Lewiston, Moscow, Potlatch, Clarkston, Pullman, and Walla Walla. Travis has overseen our subsurface exploration, soil infiltration/laboratory testing, and design consultation for these projects, including design-build, large-scale soil absorption system (LSAS), and shoring design project concepts. Geotechnical recommendations to the project team address excavation characteristics, subsurface tank mat foundation design, seismic liquefaction risk/potential remediation alternatives, foundation pavement thickness design, culvert foundation bearing capacity/settlement evaluation, slope stability, and lateral earth pressure evaluation for below-grade walls. Throughout the geotechnical project lifecycle, Travis mentors our geotechnical engineering staff and performs senior technical review on our deliverables.

→ Project manager/principal engineer for Lewis Street Reconstruction in Pasco, Washington. Travis led our team and worked closely with the design team on this landmark City of Pasco project to outline the project geotechnical requirements and scope. He performed the role of overall project manager and principal design review for the project. Travis reviewed railroad over-

pass bridge requirements, LRFD design, and pavement design analyses. In addition, he worked closely with the design team on methods to design a backfill approach for the existing tunnel underpass using recycled materials from construction. The backfill, to be economical, required using site demolition materials with cement stabilization up to the final 10 feet. To maintain settlement criteria on the adjacent abutments that supported 4 primary BNSF tracks, geofoam was selected for the final 6 to 10 feet of underpass (tunnel backfill). Travis maintained constant communication with the design and ownership team as well as the railroad stakeholders during exploration, laboratory testing, analyses and final design services.

→ Principal engineer for Low Impact Development (LID) projects throughout eastern and central Washington. Travis has performed geotechnical investigation and field testing to provide design information for LID improvements. Travis has overseen soil infiltration testing and laboratory analysis to assist rain garden and bio-infiltration swale design as well as infiltration gallery design on both public and private projects throughout Walla Walla, College Place, City of Pullman and the Tri-Cities area in Washington. Our team performed these field testing and consultation services with reference to Washington State Department of Ecology Eastern Washington Stormwater Management Procedure (Ecology) as well as municipality-specific procedures when they exceed Ecology's requirements. For many of these projects, GPI has also provided physical and chemical laboratory testing to evaluate the soil's treatment capacity and

Client Commitment

"I strive to provide continuous client communication to incorporate design efficiencies and develop cost-effective solutions to soil engineering problems."

Travis J. Wambeke, P.E., P.G.

growth environment for various plantings. These tests include grain size distribution with hydrometer range, natural moisture content, organic content, cation exchange capacity (CEC), total metals content, soluble sulfates, pH, resistivity, and various nutrient components.

→ Project manager/principal engineer for the City of Walla Walla's Infrastructure Repair and Replacement Program (IRRP). Travis managed our team's geotechnical exploration and design services for this project, and worked closely with the City of Walla Walla to provide recommendations for earthwork, utility, and pavement construction. The project alignment comprised fine-grained subgrade soil and relatively shallow groundwater, requiring careful geotechnical evaluation for subgrade preparations, geotextile applications, and groundwater mitigation as it related to constructing pavements, utilities, and stormwater facilities.

→ Expert witness for the City of Lewiston following a water main failure. Travis consulted with the City to verify flood-based damage to residential foundations and walls after one of their water mains failed in an area with collapsible silt. His observations were reported to the City's insurance and ultimately used to help define repair limitations and budgets.

→ Principal engineer for the Pullman-Moscow Regional Airport Runway Realignment project in Pullman, Washington. Travis led the business development effort to acquire teaming opportunities on the largest earthwork project on the Palouse in decades, if not ever. The PMRA airport will move 5.5 million yards of soil to reconstruct the runway, thereby aiding improvements for aircraft landing, additional service providers to the area, and safety. A flagship project, led by a nationwide civil firm, GPI was the project GeoProfessional consultant. Travis supported GPI's team during design with contract negotiations, senior technical review, concept vetting, and driving final deliverable communication to the client and stakeholders.

→ Principal engineer for Schweitzer Engineering Laboratories Office and Manufacturing Facility in Lewiston, Idaho. The 85,000-square-foot Phase I element of the manufacturing and office building, Schweitzer's first in Lewiston, required substantial earthwork to level a pad on the sloping site. The fine-grained site soil would realize unacceptable settlement across the building profile without significant amendments. Further, importing soil would have a net \$500,000 project cost. GPI worked with the general contractor and SEL to mine aspects of Phase II where bedrock was encountered and to utilize ripped bedrock as soil improvements in a stepwise fashion to control settlement at the foundation lines while capitalizing on site soil reuse in remaining fill areas. This allowed conventional foundation and slab floor systems to be utilized. Earthwork occurred during winter months to achieve construction deadlines. Our team provided design continuity with all earthwork and performed special inspection. The net result was a successful project where an estimated \$325,000 was saved by SEL in the earthwork contract alone.

→ Principal engineer for WSU's Veterinary Medical Research Building in Pullman, Washington. As the geotechnical engineer-of-record, Travis managed geotechnical, inspection and construction material testing services for this 128,000 square foot, state-of-the-art biomedical research facility. Travis accomplished geotechnical exploration, laboratory testing and design analysis for various foundation systems. Construction installation combined with cost analyses selected 4- to 8-foot diameter drilled shafts (caissons) socketed into bedrock with 60 kip per square foot applied bearing pressures. These foundations were efficient, convenient to install adjacent operating research laboratories, and facilitated the necessary rigidity to support the concrete-framed laboratory space. Travis oversaw geotechnical observations during foundation construction, shoring installation, and site preparation aspects of this project.



Education

BSEE Electrical Engineering, Florida Atlantic University, 1994

AA Engineering, Palm Beach Community College, 1990

Licenses

Electrical Engineer, Idaho, New Mexico, Nevada, Oregon

Professional Engineer, Florida, Colorado, Hawaii, Texas

Brett A. Lee, P.E.

Brett Lee has 24 years of experience focused almost solely on water and wastewater treatment plants. His experience includes the design of power systems and control components and emergency power generation and distribution for raw water pumping stations, microfiltration plants, and high-service pump stations. Brett has extensive design experience on supervisory control and data acquisition (SCADA) systems using hardwired connections and radio telemetry and has several years of experience in on-site electrical inspection and construction management. He is well-versed in distributed process control systems design using a variety of programmable logical controllers (PLCs), including Allen-Bradley ControlLogix, CompactLogix, SLC 5/05 platforms, Siemens S7-300 and S7-400 platforms, General Electric PACSystems RX3i, and RX7i platforms. Brett also has extensive experience designing medium voltage switchgear and power distribution systems.

Relevant Experience

→ Supervising I&C and Electrical engineer for the Aquifer Storage and Recovery Corrosion Control/DBP Mitigation/Disinfection Facility Conceptual Design Report for the City of Salem, Oregon. Brett aided the team that evaluated chemical system and power system upgrades to the Aquifer Storage and Recovery well. The ASR well field is used as a secondary/redundant supply for the City, storing excess surface water produced by the Geren Island WTP during winter/low demands, and supplementing surface water production via withdrawal during summer/peak demands. Carollo's report made recommendations on how to upgrade the disinfection system, manage disinfection by-products, and augment the power distribution and control system to support installation of a larger well pump.

→ Supervising I&C Engineer for the City of Thornton, Colorado Wes Brown WTP Treatment Process Optimization. Improvements to convert the front of the existing clearwell to a chlorine contact basin including the installation of a mixing system for the addition of ammonia for conversion from free chlorine to chloramine. Improvements to the coagulant mixing system which include a pump mix system. The pump mix system will be at one location with an operating pump and an on the shelf pump located in the existing raw water vault. Improvements to the CIP waste neutralization process. The addition of a third reject pump and repiping of chemicals to allow for neutralization of CIP

waste outside the membrane tanks while in route to the reject tank. Improvements to the Electrical system per the Coordination/Arc Flash Study. Improvements noted as 'High' criticality and included replacement of MCC-CWTP, MCC-SPR, MCC-LCCD and MCC-3 as well as new breakers for generators.

→ Supervising I&C engineer for the City of Aurora's Wemlinger WPF CT Chamber Design, Aurora, Colorado. Brett led the team that was responsible for implementing new SCADA communications between the TC Chamber, Sodium Thiosulfate dosing system, Sodium Hydroxide system expansion, and Aqueous Ammonia system expansion, with the existing plant SCADA system. The New system is based upon the Rockwell ControlLogix platform and featured multiple wireless access points to facilitate O&M staff's ability to communicate with the SCADA system via tablet computers.

→ Supervising I&C engineer for the City of North Las Vegas' West Cheyenne Well Rehabilitation Project, Las Vegas, Nevada. The original West Cheyenne Well was constructed in 1964 and was removed from service in 1976, but was available for service until 2013 when it failed. Continuing to be proactive with its waters supply the City of North Las Vegas contracted Carollo Engineers, Inc. to rehabilitate the existing well. Brett led the effort to establish new SCADA control and communications to the well via hard-wired and cellular communications to a local PLC.

Brett A. Lee, P.E.

→ Supervising I&C engineer for the City of Edmond's Arcadia Lake WTP Expansion, Edmond, Oklahoma. Project includes expansion of several facilities at the existing water treatment plant. Brett aided in the SCADA network design for the Ozone Generation Facility, LOX Storage area, Filter Building and GAC Contactor Building.

→ Supervising I&C and electrical engineer for the Olivenhain Municipal Water District 4S Ranch WRF UV Disinfection System Upgrade Project. The 4S Ranch WRF has a Trojan Technologies UV3000 low-pressure, low-output ultraviolet (UV) disinfection system that was commissioned in 2002. Early in 2015, OMWD received a letter from Trojan Technologies notifying the District that the UV lamp presently used in their UV system was being discontinued by the lamp manufacturer (Philips). Based on the age of the existing UV system and the discontinuation of lamps and support for this system by Trojan, the District has decided to replace the existing Trojan UV3000 with a newer system. Brett led the team designing the power distribution and SCADA communication for the new UV disinfection equipment.

→ Supervising I&C engineer for the City of Atlanta's Chattahoochee and Hemphill WTPs Electrical and I&C Condition Assessment, Atlanta, Georgia. Project included condition assessment of the existing control systems at the Chattahoochee Water Treatment Plant and the Hemphill Generator Facility. The main goal was to assess the existing systems and provide recommendations for improvements to increase reliability of these systems. A secondary goal was to provide design improvements for critical infrastructure that supports plant operations and ensures meeting water quality requirements. The project provided the City with a descriptive list of Instrumentation and Control upgrades based on field investigation and interviews with operations and management staff. A control system design team visited the City's Water Treatment Plants and collected information about the SCADA system using a custom-made data collection application loaded

onto field tablets. After the field assessment, the design team reviewed all photographs and drawings collected, compiled recommendations based on priority, and delivered a comprehensive report to the City suggesting automation upgrades, a cost estimate, and clear rationale for the recommendations.

→ Lead controls systems engineer for the City of Boulder's Boulder Reservoir Water Treatment Plant Mid-term Improvements, Boulder, Colorado. Project expanded the client's dissolved air flotation (DAF)/flocculation facilities, expanded the carbon dioxide pH adjustment system, added VFD control to the raw water pumping station, and added a sodium hypochlorite disinfection system; control and integration of the expanded system capacity made use of Allen-Bradley ControlLogix and SLC 5/05 PLCs in order to match existing components.

→ Resident electrical construction manager for Beaver Water District's Treatment Facilities Expansion phases 2, 4, 5, and 6, Lowell, Arkansas. Served as the resident electrical construction and control system inspector responsible for multiple contracts, which included a new 60 mgd water treatment plant expansion to the adjacent existing 60 mgd and 40 mgd plants, a new 160 mgd (at build-out) raw water intake expansion facility, and a 40 mgd solids handling facility expansion; The new 60 mgd plant uses torpedo sand, anthracite, and garnet filters. The chemical building portion of the expansion distributes gaseous chlorine, caustic soda, alum, cationic polymer, and nonionic polymer. Used Distributed Control Units (DCU) network relays control and monitoring signals from the existing operation building to the filters, flocculation & sedimentation basins, chemical building expansion, raw water intake pump station, solids handling facilities, electrical building, and the treated water pumping station. Site offered unique challenges to coordinate the 13.2kV/2400 V Open-Delta configured electrical system.



David Enriquez

David Enriquez has more than 17 years of design/drafting experience for water and wastewater facilities. David is a proficient 3D designer/drafter using AutoCAD, Revit, and MicroStation platforms in multiple disciplines, such as structural, building mechanical, and process mechanical. David has been involved with the CAD design of more than 200 water and wastewater projects.

Recent Experience

- Draper Hefner Treatment Storage Improvements Design, Oklahoma City Water Trust, Oklahoma.
- Post Point Wastewater Treatment Plant RAS Pipe Failure Emergency Design, City of Bellingham, Washington.
- Santa Cruz Water Production Facility, City of Tucson, Arizona.
- Ullrich Water Treatment Plant Lime Feed Loop, City of Austin, Texas.
- Advanced Water Purification Facility Preliminary Design, El Paso Water-Public Service Board, Texas.
- Miami Dade County Wastewater Treatment Plant Ocean Outfall Registration Projects, Miami Dade County, Florida.
- Water System Master Plan Update, City of Scappoose, Oregon.
- North City Pure Water Facility Final Design, City of San Diego, California.
- Fargo Wastewater Treatment Facility UV Final Design, City of Fargo, North Dakota.
- Spring Street Sewage Treatment Plant Design-Build, City of Klamath Falls, Oregon.
- Pump Station 33B Design, Lakehaven Water and Sewer District, Washington.
- Willow Lake Water Pollution Control Facility Cogeneration Upgrade Final Design, City of Salem, Oregon.
- Drake Water Reclamation Facility Dewatering and Strain Press Final Design, City of Fort Collins, Colorado.
- Regional Treatment Plant AWT No 2 Filter Upgrade Final Design, South Orange County Wastewater Authority, California.
- Deep Well 5 Surface Facilities Design, City of Scappoose, Oregon.
- City Creek Water Treatment Plant Coagulation Building, Salt Lake City Department of Public Utilities, Utah.
- Central Treatment Plant Grit Tank Biofilter Improvements Final Design, City of Tacoma, Washington.
- Wilson Creek Regional Wastewater Treatment Plant Expansion Design, North Texas Municipal Water District, Wylie, Texas.
- Riverbend Wastewater Treatment Plant Expansion Design Upper Trinity Regional Water District, Texas.
- Hayes Street Regulator & CSO Controls, City of Everett, Washington.
- Wastewater Treatment Facility No 2 Disinfection System Improvements Design, San Jacinto River Authority, Texas.
- Rotary Drum Thickener Facility Design, Albuquerque Bernalillo County Water Utility, New Mexico.
- Water System Plan Update, City of Camas, Washington.
- Tarrant County Water Supply Treatment Plant Improvements Projects, Trinity River Authority, Arlington, Texas.
- Tom Harpool Water Treatment Plant Improvements Design, Upper Trinity River Regional Water District, Texas.
- Marana Water Recycling Facility Expansion Design, Town of Marana, Arizona.
- Evaluation of Advanced and Emerging Technology for Water Quality, Los Angeles Department of Water & Power, California.
- 2018 Combined Sewer Overflow Plan Update, King County, Washington.
- Sherwood Water Treatment Plant Conceptual Design, Willamette Water Supply Program Management, Oregon.

David Enriquez

- LaSalle Lift Station Force Main Design, City of Waco, Texas.
- Wastewater Treatment Plant No 2 Filter Rehabilitation, San Jacinto River Authority, Texas.
- Outfall Relocation Design, City of Conroe, Texas.
- Water Treatment Plant Expansion Design, North Texas Municipal Water District, Wylie, Texas.
- Solids Dewatering Facility Replacement Phase 2, Albuquerque Bernalillo County Water Utility, New Mexico.
- P1-105 Headworks Rehabilitation, Orange County Sanitation District, California.
- 3rd Avenue West Tunnel Waterline Replacement Design, Seattle Public Utilities, Washington.
- Alameda Sims Wastewater Treatment Plant Improvements, City of Houston, Texas.
- Wastewater Treatment Plant Facility Plan, City of Caldwell, Idaho.
- Willamette River Water Treatment Plant 2015 Master Plan, Tualatin Valley Water, District, Oregon.
- Central Treatment Plant Odor Control Support, City of Tacoma, Washington.
- Gilbert Greenfield Water Recycling Plant Phase III Expansion Design, City of Mesa, Arizona.
- Engineering Reports INT-01 Water Treatment Plant-01 Reservoir-01M, MAIN-03, and TANK-02, Edmond Public Works Authority, Oklahoma.
- Water Treatment Plant I Rapid Mix and Sedimentation Improvements, North Texas Municipal Water District, Texas.
- New 250 MGD Headworks Facility Design, San Francisco Public Utilities Commission, California.
- Santa Ynez Long-Term Chemical Facility Design, Los Angeles Department of Water & Power, California.
- Reservoir Bid Package 4 Civil Works Design, South Florida Water Management District, Florida.
- Pump Station Design, South Florida Water Management District, Florida.
- Deer Valley ASR Well Program, City of Phoenix, Arizona.
- Coffee Creek WRRF Expansion Design and Bid Phase, City of Edmond, Oklahoma.
- Chloramine Optimization at Lake Pump Stations, Tarrant Regional Water District, Texas.
- 2015 Comprehensive Water System Plan, Highline Water District, Washington.
- Florin Reservoir Pump Station Improvements, City of Sacramento, California.
- PAR1225 South Headworks & Grease Processing Improvements, Metro Wastewater Reclamation District, Colorado.
- Port Isabel Wastewater Treatment Facility Upgrade, Laguna Madre Water District, Texas.
- River Trunk Realignment, City of Modesto, California.
- Wylie Water Treatment Plants Chemical System Evaluation and Design, City of Wylie, Texas.
- Regional Treatment Plant Cogeneration and Switchgear Upgrade, South Orange County Wastewater Authority, California.
- York Hollywood Pump Stations Reclaimed Water Irrigation Systems, King County Department of Natural Resources, Washington.
- South Austin Regional WWTP Trains A & B Blower Replacement Project, City of Austin, Texas.
- Water Comprehensive Plan, City of Auburn, Washington.
- Water System Plan Updates, City of Bellevue, Washington.
- Carson City WRP Improvements, City of Carson City, Nevada.



Education

M.A., Communication
Washington State
University, 2002

B.S., Journalism and Mass
Communication, University
of Idaho, 1998

Professional Registrations

Roster Specialist, US
Institute for Environmental
Conflict Resolution

Roster Specialist, EPA
Conflict Prevention and
Resolution Services

Senior Level Affiliated
Private Practitioner,
Oregon Consensus

Professional Certifications and Affiliations

The Mediation Process,
CDR Associates, 2007

Public Participation
Certification, IAP2, 2004

Systematic Mediation
Strategies, Pepperdine
University, 2005

NCI Charrette Systems,
National Charrette
Institute, 2015

APT Steering Committee,
Oregon Consensus (2015-
2016)

Leadership Council, ACR
Environment and Public
Policy Section, 2006-2008

Bryant J. Kuechle

Bryant Kuechle is a recognized senior level facilitator with the Oregon Consensus Institute and the US Institute for Environmental Conflict Resolution. In 2015, he was selected as an Accomplished under 40 recipient by the Idaho Business Review, recognizing the top 40 young professionals in the state. He has worked with diverse groups of stakeholders on a range of issue to resolve conflict and develop collaboratively supported decisions. He is an experienced project manager and public facilitator with the ability to reach people at varying levels of interest and involvement, resulting in balanced participation among stakeholders.

Bryant specializes in NEPA processes and dynamic facilitation among divergent interest to helps create healthy, constructive dialogue and collaboration. He has been successful in leading stakeholder groups, often with opposing viewpoints, through difficult decision making processes and ultimately consensus. Bryant is a contributing author to the book *Environmental Conflict Management*, Sage Publications, October 2014. He is a Tri-Cities native, born in Richland.

Relevant Experience

→ Project manager /project for Rachel Road Alignment Study | Richland, Washington (2016-2017). TLG was selected through a competitive process to lead a roadway alignment study through an environmentally sensitive nature preserve in the Tri-Cities. As Project Manager, Bryant conducted a situational assessment of stakeholders, organized and facilitating regular Community Advisory Committee (CAC) meetings, organized and facilitated public meetings at key project milestones and worked with the CAC to reach consensus on a publicly supported preferred alignment for recommendation to the Richland City Council. The recommendation was unanimously approved. This project involves a history of controversy surrounding the potential connection of two roadways with a heightened level of interest from area conservation and neighborhood organizations. TLG helped answer the question: How does the community maintain and potentially enhance the natural benefits of a nature preserve while providing roadway connectivity and sufficient emergency access to a new school and surrounding neighborhoods? Kennewick School District Superintendent, Dave Bond said the following about the process: "Thanks again for your leadership in working with the CAC and developing a process that reached a recommendation for the Richland City Council. You did a great job of bringing varied interests together to achieve the goal of finding a road alignment that most could

support. You had a tough task, and you did it extremely well. Well done!

→ Public Involvement Manager/ project for Wastewater Treatment Facility Improvement Bond Elections | Cities of Buhl, Wendell & Filer, Idaho (2005-2006)

Faced with serious environmental and public health threats, potential regulatory fines and sanctions, these communities enlisted The Langdon Group to lead public education and awareness campaigns. The Langdon team coordinated regulatory agency cooperation, conducted informational presentations and question/answer sessions with civic groups, a media outreach campaign, distributed print materials to the voting public, and facilitated public open house meetings. All three campaigns resulted in voter passage of revenue bonds – despite the fact that passage would significantly raise monthly user rates.

→ Group leader/project for Southeast Boise Bike/Ped Plan | Ada County Highway District (2013). ACHD hired J-U-B ENGINEERS, Inc. (JUB) and its subsidiary companies, Gateway Mapping, Inc. (GMI), and The Langdon Group (TLG), led by Bryant, to develop a Walking and Biking Plan for the Southeast Boise Neighborhood. The J-U-B team worked with ACHD and the City of Boise to develop an innovative public participation process that would allow citizens to participate in an interactive way. This process circulated around the use of JUB's



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Awards

In 2015 Bryant was selected as an **Accomplished under 40** recipient by the *Idaho Business Review*, recognizing the top 40 young professionals in the state

Other Accomplishments

Contributing author to the book *Environmental Conflict Management*, Sage Publications, October 2014

Bryant J. Kuechle

online innovative, customized public involvement tool: 3P Visual, an interactive web-based map tool, 3P Visual, which enables the public to simply double click on a web-based map and type their concerns. Based on the public's feedback through the use of the 3P Visual web map tool, the Southeast Boise Walking and Biking Plan identified policies and projects that will be implemented by ACHD and the City of Boise to improve pedestrian and bicycle usage within the area. 3P Visual greatly enhanced the public involvement process by providing an effective and efficient format for the public to voice their concerns and report critical issues at their leisure. The results of this powerful tool made it possible for ACHD to analyze over 500 comments and focus on trends that the public was most concerned about. <http://www.3pvisual.com/Projects/SeBoiseBikePedPlan/Comments.aspx>

→ Lead facilitator/ project for the National Park Overflight Advisory Group| National Park Service/Federal Aviation Administration (2018). Bryant is lead facilitator for the National Park Overflight Advisory Group (NPOAG) and is overseeing a 15-year review assessment of the group's accomplishments and recommendations for their advancement. The NPOAG includes commercial air tour operators, environmental and tribal representatives. They provide continuing advice and counsel with respect to commercial air tour operations over and near national parks.

→ Facilitator /project for On-Call Contract Facilitator | Idaho Department of Health and Welfare (2016-2018). The Langdon Group was selected through a competitive process as the on-call facilitator for the Idaho Department of Health and Welfare. Bryant facilitates a variety of public health policy advisory committees, task forces, conferences and workshops on topics including diabetes prevention, community health workers, non-emergency transportation, weatherization and advanced care planning.

→ Developed and conducted public outreach campaign / project for Columbia River Crossing Study | Benton-Franklin Council of

Governments (2010-2011). Bryant developed and conducted a public outreach campaign that maximized online media technology. The purpose was to help narrow a range of alternatives from 10 to three for the location of a new bridge over the Columbia River in the Tri-Cities area. In addition to traditional outreach techniques, the project received tremendous public response through online surveys, e-newsletters and social media. Bryant's strategy was to utilize the local media and existing stakeholder email databases as a means to drive the public to the website. The plan worked— In response to exceptional media coverage, the website generated over 1,800 survey responses and 300 written comments were received. At the final facilitated Steering Committee meeting, this input helped refine the initial 10 crossing alternatives to four.

→ Public Involvement Manager/ project for Foothills Growth Study | City of Wenatchee, Washington (2008). With limited space between the Cascade Mountain foothills and the Columbia River, the team developed a planning analysis to determine feasible development alternatives on remaining open land within these scenic canyons and steep slope areas. Bryant facilitated regular steering committee meetings made up of agency representatives and interested parties to help steer the decision making process. The public involvement portion of this project enabled the project team to gain a working knowledge of City issues regarding growth and development and understand firsthand the issues this community is facing. The project team also demonstrated the ability to meet critical project schedules by the grant agency that required certain milestones be met in a very short timeframe.

→ Led NEPA driven public involvement/project for Fleshman Way Interchange Redesign/Reconstruction | Asotin County, Washington (2007-2017). Bryant led the NEPA driven public/agency involvement and built consensus for what safety improvements to make on this intersection that connects over the Idaho-Washington border in the Lewiston/Clarkston area.



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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Resolutions – Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 18-19, Providing Notice of City Council's Intent to Determine Lodging Tax Funding Awards and Establishing a 45-Day Comment Period

Department:

Assistant City Manager

Ordinance/Resolution Number:

18-19

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 18-19, approving certain LTAC funding recommendations, providing notice of City Council's intent to determine lodging tax funding awards, and establishing a 45-day comment period.

Summary:

On November 7, 2018, the Lodging Tax Advisory Committee (LTAC) met to consider applications for 2019 hotel/motel grant funding. City Council approved certain recommendations for funding on January 2, 2019. At the same meeting, Council acknowledged a differing opinion regarding the funding recommendations on seven (7) projects. Council remanded the seven projects back to the LTAC for reconsideration of its funding recommendations.

The LTAC met on January 22, 2019 to review the project applications. From that meeting, new funding recommendations were proposed by the LTAC, three (3) of which are believed by staff to still deviate from Council's expectations relative to funding.

Under State law, Council makes the final hotel/motel grant funding determination. However, in order to deviate from the recommendations proffered by the LTAC, Council must first give notice of its intent to deviate and establish a 45-day comment period during which the LTAC may provide a response to Council's intended action.

Resolution No. 18-19 provides notice of Council's intent to deviate from three (3) of the LTAC's recommendations, establishes a 45-day period for the LTAC to review and provide comment to Council on the intended funding for those three projects, and approves the remainder of funding recommendations advanced by the LTAC after its January 22, 2019 meeting.

Fiscal Impact:

The fiscal impact will be determined by Council action on April 2, 2019.

Attachments:

- I. Resolution No. 18-19

RESOLUTION NO. 18-19

A RESOLUTION of the City of Richland providing notice of City Council's intent to deviate from the Lodging Tax Advisory Committee's 2019 funding recommendations and establishing a 45-day comment period.

WHEREAS, RCW 67.28.180 allows for the collection of lodging tax; and

WHEREAS, pursuant to RCW 67.28.1817, the Lodging Tax Advisory Committee (LTAC) accepts applications and makes recommendations to City Council for funding amounts; and

WHEREAS, City Council is responsible for determining the final lodging tax funding awards, and is authorized to deviate from the LTAC's funding recommendations using an established process under RCW 67.28.1817(2) that requires notice and an opportunity for the LTAC to provide comment; and

WHEREAS, City Council is in agreement with the recommendations of the LTAC contained in **Exhibit A**, attached hereto, that are not highlighted in yellow; and

WHEREAS, Council is not in agreement with the LTAC's funding allocations for the projects highlighted in yellow in **Exhibit A**, and has identified proposed funding amounts (also highlighted in yellow) that constitute a deviation from the LTAC's 2019 funding recommendations; and

WHEREAS, City Council hereby gives notice of its intent to adopt the funding allocations highlighted in yellow in **Exhibit A** at its April 2, 2019 council meeting; and

WHEREAS, at its option, the LTAC has 45 days from adoption of this Resolution to conduct an analysis and submit comment regarding City Council's proposed funding awards; and

WHEREAS, in providing such comment, the LTAC is to analyze and comment on how the proposed funding awards will accommodate activities for tourists or increase tourism, and the extent to which the proposal will affect the long-term stability of the fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the recommendations of the LTAC contained in **Exhibit A** that are not highlighted in yellow are approved.

BE IT FURTHER RESOLVED that notice is hereby given of City Council's intent to deviate from the Lodging Tax Advisory Committee's 2019 funding recommendations specific to the projects and amounts highlighted in yellow in **Exhibit A**.

BE IT FURTHER RESOLVED that a 45-day comment period is established, commencing on February 6, 2019, during which the Lodging Tax Advisory Committee may submit comment as described herein to the City Council on City Council's intended funding awards.

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 5th day of February, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

2019 HOTEL/MOTEL FUND
January 22, 2019

Exhibit A to Resolution No. 18-19

Option 1

First 2% Available Funds = \$649,266 as of 11/7/18

ORGANIZATION	PROPOSED USE OF MONEY	2019 REQUEST	LTAC FUNDING RECOMMENDATION 01/22/19	NOT APPROVED FOR FUNDING	COUNCIL'S INTENDED FUNDING AWARD
CITY OF RICHLAND	MANHATTAN PROJECT SECRET CITY EVENT	\$3,200.00	\$3,200.00		\$3,200.00
REACH MUSEUM AND INTERPRETIVE CENTER	MARKETING FOR CULTURAL TOURISM	\$15,000.00	\$15,000.00		\$15,000.00
		\$232,700.00	\$132,700.00		
		<i>Available</i>	\$649,266.00		
		<i>Remaining</i>	\$516,566.00		
		<i>Transfer to 2nd 2%</i>	(\$300,000.00)		
		<i>Remaining</i>	\$216,566.00		
		<i>Estimated 2019 revenue</i>	\$612,280.00		
		<i>Total Available</i>	<u>\$828,846.00</u>		

Second 2% Available Funds = \$523,020 as of 11/7/18

ORGANIZATION	PROPOSED USE OF MONEY	2019 REQUEST	LTAC FUNDING RECOMMENDATION 01/22/19	NOT RECOMMENDED FOR FUNDING BY LTAC	COUNCIL'S INTENDED FUNDING AWARD
FRIENDS OF BADGER	LITTLE BADGER TRAIL EXPANSION	\$200,000.00	\$200,000.00		\$200,000.00
CITY OF RICHLAND	BADGER MOUNTAIN PARKING LOT	\$240,000.00	\$140,000.00	\$100,000.00	\$240,000.00
CITY OF RICHLAND	JOHN DAM SHADE STRUCTURE	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00
CITY OF RICHLAND	CITY HALL READERBOARD	\$120,000.00	\$85,000.00	\$35,000.00	\$85,000.00
CITY OF RICHLAND	COLUMBIA POINT MARINA PARK	\$350,000.00	\$175,000.00	\$175,000.00	\$350,000.00
		\$1,372,500	\$1,037,500.00		\$1,337,500.00
		<i>Available</i>	\$523,020.00		\$523,020.00
		<i>Remaining</i>	-\$514,480.00		-\$814,480.00
		<i>Transfer from 1st 2%</i>	\$300,000.00		\$300,000.00
		<i>Remaining</i>	-\$214,480.00		-\$514,480.00
		<i>Estimated 2019 Revenue</i>	\$612,280.00		\$612,280.00
		<i>Remaining</i>	<u>\$397,800.00</u>		<u>\$97,800.00</u>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 19-19, Approving 2019 Business License Reserve Fund Awards

Department:

Community Development Services

Ordinance/Resolution Number:

19-19

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 19-19, approving 2019 Business License Reserve Fund Awards and authorizing the City Manager to sign and execute agreements with recipients.

Summary:

Each year, applications are solicited for the Business License Reserve Fund (BLRF) and are presented to the Economic Development Committee (EDC) for review and recommendation. Staff estimates that \$158,500 is available in the Business License Reserve Fund for 2019.

Fifteen presentations from five applicants requesting a total of \$213,600 were considered at the EDC's January 7 and January 28, 2019 meetings. The EDC made the following recommendations:

Facade Improvement Program: \$55,000

Public Works - Pedestrian Improvements: \$25,000

Public Works - GWay Streetscape: \$20,000

DBID (Parkway) Bench refinishing: \$5,000

UBID (Uptown) Chalk Art: \$5,000

Econ Dev- Business Development/Retention: \$8,000

UBID (Uptown) Mural Program: \$12,500

UBID (Uptown) Trash lid replacements: \$5,000

Chamber - Economic Gardening: \$14,000

DBID (Parkway) Events and Promotions: \$3,000

Chamber - Live @ 5: \$6,000

TOTAL RECOMMENDATION: \$158,500

Staff recommends adoption of Resolution No 19-19, approving the funding recommendations advanced by the Economic Development Committee.

Fiscal Impact:

Estimated 2019 business license reserve fund revenue is \$158,000. Approval of the Economic Development Committee's recommendation will result in the expenditure of all available funds for this year.

Attachments:

I. Resolution No. 19-19

RESOLUTION NO. 19-19

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 \$158,500 is available for eligible projects in 2019; and

WHEREAS, City staff solicited applications for projects to be considered by the Economic Development Committee and Richland City Council for funding in 2019; and

WHEREAS, at its January 28, 2019 meeting, the Economic Development Committee (EDC) provided a positive recommendation to allocate \$158,500 toward projects determined eligible under RMC 5.04.385 and RMC 5.04.387 as further described in EDC 2019 BLRF Recommendation 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 funding agreements in the amounts identified with the applicants listed on **Exhibit A**.

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 5th day of February, 2019.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

EDC 2019 BLRF Recommendation

Application Number	Applicant	Funding Recommendation
2018-001	Façade Improvement	\$55,000
2018-012	ADA Ramps ~ pedestrian beacons	\$25,000
2018-014	GWay Streetscape	\$20,000
2018-003	DBID Bench / Lid	\$5,000
2018-005	UBID Chalk Art	\$5,000
2018-010	Business Dev. Econ Dev	\$8,000
2018-006	UBID Murals	\$12,500
2018-007	UBID Garbage Lids	\$5,000
2018-008	Economic Gardening	\$14,000
2018-002	DBID events and promo	\$3,000
2018-009	Live at 5	\$6,000
	Total Recommendations	\$158,500
	Initial Fund Total	\$158,500
	 Remaining Fund	 \$0



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/05/2019

Agenda Category: Expenditures - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Expenditures from January 7, 2019 - January 25, 2019 for \$12,928,197.16 including Check Nos. 264491-265170, Wire Nos. 7302-7341, Payroll Check Nos. 143091-146839, and Payroll Wire/ACH Nos. 10804-10840

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from January 7, 2019, to January 25, 2019 in the amount of \$12,928,197.16.

Summary:

Breakdown of Expenditures:

Check Nos.	264491-265170	3,863,767.67
Wire Nos.	7302-7341	3,805,412.58
Payroll Check Nos.	143091-146839	56,447.78
Payroll Wires/ACH	10804-10840	5,202,569.13
TOTAL		\$12,928,197.16

Fiscal Impact:

Yes Total Disbursements: \$12,928,197.16.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
JANUARY 7, 2018 - JANUARY 25, 2019

Payee	Wire Description	Amount
Claim Wires - Wire No. 7302 to 7341		
Apollo, Inc.	Duportail Bridge - Pay Estimate 10	1,116,701.53
AW Rehn Insurance	Fire Health Reimbursement Account	315.00
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	689,591.93
Department of Licensing	Firearms Online Pmt for Concealed Licenses	2,857.00
Discovery Benefits	Section 125	20,466.51
F&AO, USAED, Walla Walla	COE Appraisal	10,000.00
Leone & Keeble	Contract C16-292 - Pay Estimate	654,338.60
Richland Golf Management Corporation	Col. Pt. Operating Reimb	37,308.01
Washington Cities Insurance Agency	2019 Insurance Premiums	1,273,834.00
	Total Claim Wire Transfers	\$ 3,805,412.58
Payroll Wires & Direct Deposits (ACH) - Wire No. 10804 to 10840		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 5,202,569.13
Total Claim & Payroll Wires/ACH		\$ 9,007,981.71

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



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BENTON COUNTY TREASURER		1218BC	264499	CRIME VICTIMS COMP BCDC-DEC 18	\$588.71
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE		DEC 2018	264967	HELPING HANDS 4TH QTR 2018	\$3,596.02
CITY OF RICHLAND		011619	265090	CSR SHORTAGE-B.LIPSCEY	\$8.09
		011819		CSR SHORTAGE-A.MARLEY	\$20.04
GALLS, LLC	P059791	BC0734088	264519	ADJUST TAX	\$0.02
GRANITE CONSTRUCTION COMPANY		C93-18/RETAINAGE	264525	RETAINAGE ON 93-18	\$3,639.75
MATHENY, RODNEY C		18-316 MATHENY	264536	18-316 D7 HANDGUN PERFORMAN	\$608.78
OROZCO, ADRIANA		18-475 OROZCO	264547	18-475 ACESS LEVEL II	\$152.16
PONTIN, CHENEA		18-481 PONTIN	264664	18-481 ACCESS CERTIFICATION	\$302.69
RECWARE REFUND		011419	265093	DEPOSIT REF FAC UNAVAILABLE	\$240.00
		011619 331	265097	REFUND PARKS & REC	\$150.00
		011619 340	265134	REFUND PARKS & REC	\$150.00
		011619 953	265122	REFUND PARKS & REC	\$250.00
		012119	265168	REFUND PARKS & REC	\$500.00
		4940-DEPOSIT	264714	DEPOSIT COMPANY PICNIC 4940	\$425.00
		5977-DEPOSIT BAL	264784	WEDDING DEP RENTAL 5977	\$200.00
		6865-DEPOSIT	264781	DEPOSIT ODD FELLOWS MTG 6865	\$150.00
		7713-DEPOSIT	264803	DEPOSIT 7713-ANNIVERSARY	\$150.00
		7922-DEPOSIT	264748	DEPOSIT 7922-RECEPTION	\$371.50
		8048-DEPOSIT	264790	DEPOSIT 8048-GRAD PARTY	\$150.00
VERIZON WIRELESS	P059897	9821214469	264688	RECYCLE CREDITS GENERAL FUND	(\$2,517.75)
WASHINGTON STATE PATROL		I19004292	264805	BACKGROUND CHECKS-DEC 2018	\$960.00
WASHINGTON STATE TREASURER		1218WS	264580	FINES & FORFEITURES BC-DEC 18	\$2,352.00
				FINES & FORFEITURES BC-DEC 18	\$29,307.09
WEBCHECK INC		6195	264806	WEBCHECK SRVC DEC 18	\$861.20
WHITNEY, CLINT		19-005 WHITNEY	264904	19-005 PPC MEETINGS	\$487.86
UNASSIGNED TOTAL ****					\$43,103.16
Division: 001 CITY COUNCIL					
BANK OF AMERICA		TXN00042496	264930	AMAZON - CLOCK	\$152.03
		TXN00042729		FRED-MEYER - COFFEE	\$47.97
PARADISE BOTTLED WATER CO		CITY ATTORNEY	264552	BOTTLED WATER-DECEMBER	\$20.57
VERIZON WIRELESS	P059896	9821214472	264688	Wireless charges COUNCIL Dec 2	\$180.14
CITY COUNCIL TOTAL ****					\$400.71
Division: 100 CITY MANAGER					
BANK OF AMERICA		TXN00042655	264930	TAPROOM SEATTLE - BREAKFAST TR	\$19.47
		TXN00042696		ALASKA AIR - TRIP # 18-483	\$50.00
		TXN00042766		FEDEX - SHIPPING EXPENSE	\$6.86



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042859	264930	FIESTA MEXICAN RESTAURANT - DE	\$144.72
		TXN00042882		ARLENE'S FLOWERS	\$38.00
				ARLENE'S FLOWERS	\$17.34
		TXN00042947		TRI-CITY REGIONAL CHAMBER - WO	\$645.00
		TXN00042983		FEDEX - SHIPPING EXPENSE	\$7.99
		TXN00042984		TRI-CITY HERALD	\$220.00
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$0.68
TRIDEC		3745	264798	SHRLINE RECONV LEGAL ANALYSIS	\$7,200.00
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$38.68
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$52.32
CITY MANAGER TOTAL ****					\$8,441.06

Division: 101 CITY CLERK

BANK OF AMERICA		TXN00042728	264930	BENTON COUNTY AUDITOR/RECORD O	\$105.58
BENTON COUNTY AUDITOR		2018 PETITION	264498	SIGNATURE VALIDATN PETITION	\$2,504.87
CODE PUBLISHING INC		62172	264721	WEB UPDATE 12/224/18	\$387.19
HOPKINS, MARCIA		062018	264625	REIMB WIRELESS MOUSEX2	\$43.42
PARADISE BOTTLED WATER CO		CITY ATTORNEY	264552	BOTTLED WATER-DECEMBER	\$6.17
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$194.74
SOUTH CENTRAL WA MUNICIPAL CLERK'S ASSN		2019 DUES	264677	2019 SCWMCA DUES	\$50.00
TRI CITY HERALD		ACCT450543	264796	ORD 65-18 PW/003986934	\$27.19
				ORD67-18 CNCL/004006986	\$19.77
				ORD68-18 CD/004006979	\$19.77
				ORD69-18 CD/004006974	\$19.77
				ORD 63-18 PW/004006965	\$22.25
				ORD 64-18 AS/003986955	\$24.72
				MTG 010219 CNCL/003989370	\$29.66
				MTG 121818 POLICE/003989402	\$32.13
				PREMNG CNCL 121818/003997478	\$34.61
				ORD 66-18 AS/003987016	\$56.85
				PHN010219 CNCL/004003721	\$64.27
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$34.00
CITY CLERK TOTAL ****					\$3,676.96

Division: 102 CITY ATTORNEY

BANK OF AMERICA		TXN00042642	264930	BARNARD GRIFFIN INC - RETREAT	\$85.02
		TXN00042841		TECHSMITH CORPORATION,SNAGIT	\$29.01
		TXN00042850		OFFICE DEPOT #2766 - Supplies	\$34.71
		TXN00042862		OFFICE DEPOT #2766 - SHARED VA	\$50.00
		TXN00042904		STAPLES - SUPPLIES	\$90.91
BENTON COUNTY DISTRICT COURT		CO5130486CULVERHS	265074	FILING FEE - DDD APPEAL	\$83.00
CALFO EAKES & OSTROVSKY PLLC		1712	264598	PETERSON V COR	\$10,190.00



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COLUMBIA SAFETY LLC		2018NK-159	264506	WALL AED CABINETS FOR CITY HAL	\$3,668.51
MENKE JACKSON BEYER LLP		11/2018-077-	264539	TRI-CITY RAILROAD	\$9,414.25
PARADISE BOTTLED WATER CO		CITY ATTORNEY	264552	BOTTLED WATER-DECEMBER	\$4.12
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$38.97
THOMSON REUTERS-WEST		839523846	264683	INFORMATION CHARGES-DEC 2018	\$2,259.63
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$38.68
XEROX CORPORATION		095659512	264809	MX4-344681 BASE/PRINTS- DEC	\$79.29
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$54.11
CITY ATTORNEY TOTAL ****					\$26,120.21
Division:	110	ASSISTANT CITY MANAGER			
BANK OF AMERICA		TXN00042594	264930	AMAZON.COM - MANAGING TRANSITI	\$12.54
		TXN00042706		FIESTA MEXICAN RESTAURANT - DE	\$50.00
		TXN00042817		STERLINGS RESTAURANT - IT LUNC	\$311.06
		TXN00042859		FIESTA MEXICAN RESTAURANT - DE	\$39.23
		TXN00042882		ARLENE'S FLOWERS	\$38.00
		TXN00042984		TRI-CITY HERALD	\$8.80
PARADISE BOTTLED WATER CO		CITY ATTORNEY	264552	BOTTLED WATER-DECEMBER	\$6.17
US LINEN & UNIFORM		S2257790	264802	TABLECLOTHS RENT LEAD TRAINING	\$9.77
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$38.68
	P059897			Wireless charges primary Dec 2	\$38.68
XEROX CORPORATION		095659512	264809	MX4-344681 BASE/PRINTS- DEC	\$78.11
				MX4-344681 BASE/PRINTS- DEC	\$236.69
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$35.43
ASSISTANT CITY MANAGER TOTAL ****					\$903.16
Division:	111	COMMUNICATIONS & MARKETING			
ABADAN INC		AR46149	264491	PROSECUTION FORMS	\$434.40
BANK OF AMERICA		TXN00042478	264930	SMARTSHEET	\$82.54
		TXN00042497		OFFICE DEPOT - ENVELOPES, TAPE	\$76.31
		TXN00042516		OFFICE DEPOT - MOUNTING STRIPS	\$6.29
		TXN00042550		ADOBE INC	\$32.57
		TXN00042568		FACEBOOK AD - SMALL BUSINESS	\$8.27
		TXN00042654		STK Shutterstock	\$29.00
		TXN00042775		MAILCHIMP MONTHLY - EMPLOYEE	\$16.29
		TXN00042835		BALSAM HILL US - CHRISTMAS TRE	\$1,953.72
		TXN00042852		ADOBE INC.	\$10.85
		TXN00042864		UNITED - AIRFARE - EVERETT - P	\$9.00
		TXN00042867		UNITED - AIRFARE - EVERETT	\$621.60
		TXN00042879		UNITED - AIRFARE - EVERETT - P	\$9.00
		TXN00042899		FRED-MEYER - GIFT CARDS - SHAR	\$30.00
		TXN00042932		CDW GOVT - XEROX TONER	\$519.11



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042978	264930	SMARTSHEET	\$82.54
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$76.17
XEROX CORPORATION		095659532	264809	BG2-946472 BASE/PRINTS-DEC	\$217.51
				BG2-946472 BASE/PRINTS-DEC	\$384.40
		095659533		B35-458536 BASE-DECEMBER	\$140.31
		095659534		XU6-476287 BASE/PRINTS-DEC	\$425.01
				XU6-476287 BASE/PRINTS-DEC	\$1,225.57
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$0.27
				TELEPHONE CHARGES 1/01-1/31/19	\$13.08
				TELEPHONE CHARGES 1/01-1/31/19	\$13.21
COMMUNICATIONS & MARKETING TOTAL ****					\$6,417.02
Division:	112	CABLE COMMUNICATIONS			
BANK OF AMERICA		TXN00042789	264930	SHI INTERNATIONAL CORP,ADOBE V	\$333.29
		TXN00042825		DELTA AIR - LOGAN ACM CONFEREN	\$487.60
		TXN00042832		EB 2019 ACM WEST REGIONAL - CO	\$175.00
		TXN00042989		JIMMY JOHNS - LUNCH MEETING	\$30.69
VECTOR BROADCAST LLC	S018189	4562	264899	AUDIO SYSTEM QUARTERLY MAINTEN	\$2,063.40
WASHINGTON ASN OF TELECOMMUNICATIONS OFFICERS	P059954	2019 WATOA DUES	264900	WATOA MEMBERSHIP FEE FOR 2019	\$100.00
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$14.43
CABLE COMMUNICATIONS TOTAL ****					\$3,204.41
Division:	113	HANFORD COMMUNITIES			
BANK OF AMERICA		TXN00042699	264930	W M SYMPOSIA INC - REGISTRATIO	\$1,225.00
		TXN00042761		AGENT FEE - BROWN-LARSEN AIRFA	\$35.00
		TXN00042782		ALASKA AIR - BROWN-LARSEN AIRF	\$377.60
		TXN00042787		STAPLES - FILE FOLDERS, PENS	\$59.62
		TXN00042955		OFFICE DEPOT - FILE FOLDERS, N	\$58.61
		TXN00042963		OFFICE DEPOT - BANKER BOXES -	\$67.27
LUNDGREN, REGINA E		RCH-HCN-639	264753	WINTER NEWSLETTER	\$1,700.00
PARADISE BOTTLED WATER CO		CITY ATTORNEY	264552	BOTTLED WATER-DECEMBER	\$4.12
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$67.21
				POSTAGE 10/1-12/31/18	\$2.57
XEROX CORPORATION		095659512	264809	MX4-344681 BASE/PRINTS- DEC	\$79.29
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$9.30
HANFORD COMMUNITIES TOTAL ****					\$3,685.59
Division:	120	FIRE			
BANK OF AMERICA		TXN00042532	264930	AMAZON - PURELL, LYSOL	\$94.44
				AMAZON - MISC BATTERIES	\$59.60
		TXN00042553		AMAZON - WALL CLOCK, DRY ERASE	\$30.34
		TXN00042555		THE FIRE STORE - TEMPEST CHAIN	\$1,511.99



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042561	264930	AMAZON - WEATHER METER	\$161.81
		TXN00042571		AMAZON - WET ERASE PENS	\$5.69
		TXN00042582		THE FIRE STORE - HYD VALVES	\$1,020.52
		TXN00042583		ZORO - RACING FUEL	\$1,163.24
		TXN00042624		ELEVATOR KEYS - KEY SETS	\$738.35
		TXN00042627		AMAZON - WHITE BRD, BINDERS	\$155.38
		TXN00042637		BRUTZMAN'S - FILE STORAGE	\$437.88
		TXN00042651		BRUTZMAN'S - OFFICE SUITE (HMP	\$1,762.58
		TXN00042662		AMAZON - TURTLE WAX	\$24.40
				AMAZON - LYSOL, BODY WASH	\$102.12
		TXN00042670		BATTERY MART - ICOM BATT'S	\$135.85
		TXN00042674		AMAZON - BODY WASH	\$24.77
		TXN00042702		AMAZON - SCOTCH BRITE	\$16.26
		TXN00042777		AMAZON - LYSOL, DIAL	\$112.04
		TXN00042943		AMAZON - MEETING TABLE	\$387.69
		TXN00042951		AMAZON - KEYBOARD, 10-KEY	\$46.68
		TXN00042961		STAPLES - PAPER, PENS, CALEND	\$136.20
		TXN00042969		AMAZON - STA 71 VACUUM	\$166.18
		TXN00042981		FRED MEYER - STA 71 KITCHEN SU	\$26.35
		TXN00042985		STAPLES - STENO PADS	\$13.46
		TXN00042988		IAFC - CRR REG (DEROUSIE)	\$425.00
BENTON RURAL ELECTRIC ASSOCIATION		12/18-74170526	264969	COLLINS RD RADIO TOWER-ELECTRI	\$108.28
CALLBACK STAFFING SOLUTIONS LLC		0010479	264978	ADDITION OF (3) USERS	\$9.60
CHAPLAIN SERVICES NETWORK		RFD01012019	264602	CHAPLAIN SVCS - ANNUAL 2019	\$1,245.00
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$4,249.52
D&D TELECOMMUNICATION PROPERTIES LLC		545	264612	PERRY MONUMENT RD RENT 1/19	\$782.87
EMERGENCY REPORTING		2018-8655	264616	ERS SUBSCRIPTION (JAN)	\$268.97
FRONTIER		12/18-2061880334	264740	VHF PHONE LINE 12/19-1/18/19	\$423.06
INTERNATIONAL CODE COUNCIL INC		1811320173236	265029	2015 IRC FIRE&LIFE SAFETY	\$350.00
ON SCENE MEDICAL SERVICES, P.C.		1181	264762	ANNUAL HAZMAT PHYSICALS	\$3,676.00
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$11.76
PUBLIC SAFETY TESTING INC		2018-8927	264771	4TH QTR 2018 SUBSCRIPTION FEES	\$291.51
REGION 8 FIRE COUNCIL		06-680	264775	IFSAC FF2 TEST (MCCABE)	\$200.00
RICHLAND ACE HARDWARE		216340/2	264779	4 CYCLE TRUFUEL	\$52.06
		65841/1	265140	55GAL BAG	\$10.85
		423400	265034	D EARTH ABSORBANT (ST72)	\$39.14
RICHLAND NAPA		427069	265141	D EARTH ABSORBANT (ST71)	\$31.57
		122118	264786	ITAC BASIC AND ADVANCED COURSE	\$4,976.00
SEC CONSULTING LLC	P059836	1366	265152	SHIRT PATCHES (2)	\$10.86
SEW FABULOUS		110618	264675	REIMB BOOTS	\$324.47
SMITH, JOSHUA		561	264792	360 ASSESSMENT CHIEF OFFICER	\$1,700.00
STEWART LEADERSHIP					



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UPTOWN CLEANERS		89505	264799	LINEN/UNIFORM LAUNDRY SRVCS	\$244.99
		89577		LINEN/UNIFORM LAUNDRY SRVCS	\$326.61
		89644		LINEN/UNIFORM LAUNDRY SRVCS	\$241.20
		89692		LINEN/UNIFORM LAUNDRY SRVCS	\$223.61
US BANK		TXN39583390732278	264800	SERVICE FEE FOR DALE MULFORD	\$35.00
		TXN39583390939113		SERVICE FEE FOR RYAN NIELSEN	\$35.00
		TXN39583390939204		SERVICE FEE FOR DAMON BRYAN	\$35.00
		TXN39873393535616		RYAN NIELSEN PLANT TICKETS TO	\$848.60
		TXN39873393535673		DAMON BRYAN PLANE TICKETS TO M	\$925.60
		TXN47583470461152		DALE MULFORD PLANT TICKETS TO	\$428.00
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$769.62
	P059897			Wireless charges primary Dec 2	\$527.87
WA STATE ASSN OF FIRE CHIEFS		R2019-276	264690	2019 WFC MEMBERSHIP	\$1,375.00
XEROX CORPORATION		095056120	264808	MX4-348804 BASE/PRINTS OCT	\$349.48
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$192.15
FIRE TOTAL ****					\$34,078.07
Division:	130	POLICE			
BANK OF AMERICA		TXN00042475	264930	BTI TACTICAL - 9MM MARKER ROUN	\$549.15
		TXN00042477		TACTICALGEAR.COM - UNIFORM PAN	\$288.00
		TXN00042481		AMZN Mktp US M04O63GW0 - UNIFO	\$66.23
		TXN00042482		AMZN Mktp US M041X7G00 - TOURN	\$173.20
		TXN00042483		NEW BW FEDERAL WAY - SHEPPARD	\$102.27
		TXN00042488		FORCE SCIENCE INSTITUT - REGIS	\$1,500.00
		TXN00042491		UNDER ARMOUR - UNIFORM SHIRTS	\$716.50
		TXN00042499		GALLS - TRAINING GUNS	\$298.60
		TXN00042500		AMZN Mktp US M02PC91J2 - TAC G	\$61.94
		TXN00042501		DELTA AIR - 18-479 FLORENCE	\$439.60
		TXN00042510		GALLS - BELT	\$18.24
		TXN00042512		NEW BW FEDERAL WAY - MATHENY 1	\$102.27
		TXN00042520		GRAPHICS TICKETS SYSTEMS - THE	\$175.48
		TXN00042524		UPS 0000002654EE488	\$82.54
		TXN00042525		AMZN Mktp US M015B7M82 - CDR/C	\$337.40
		TXN00042535		Amazon.com M02VA6BD2 - OTTERBO	\$27.88
		TXN00042539		Dick'sSportingGoods.com - HEAV	\$263.34
		TXN00042541		NORCAN - 2019 MEMBERSHIP GROW	\$30.00
		TXN00042542		Dick'sSportingGoods.com - HEAV	\$263.34
		TXN00042554		SQ TRI-CITIES PHON - SCREEN R	\$130.31
		TXN00042556		AMZN Mktp US M08YY2H02 - TOMAH	\$200.65
		TXN00042557		STAPLES - PAPER/MEMO PADS/KEYB	\$492.36
		TXN00042559		GOTPRINT.COM - BUSINESS CARDS	\$17.74
		TXN00042567		AMZN Mktp US M08SI5HT2 - IBUPR	\$15.56



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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042576	264930	AMZN Mktp US M043J9D81 - FLASH	\$544.85
		TXN00042577		HOTELS.COM153927482248 - SMITH	\$256.90
		TXN00042586		JIMMY JOHNS - STRATEGIC PLANNI	\$62.71
		TXN00042607		TELEVISION EQUIPMNT ASOC - HEA	\$695.73
		TXN00042609		BED BATH & BEYOND #314 - FLOOR	\$130.31
		TXN00042618		GALLS - POLO UNIFORM SHIRT	\$34.71
		TXN00042628		TRI-CITY REGIONAL CHAMBER - GR	\$149.00
		TXN00042633		TALOS TACTICAL - UNIFORM PANTS	\$102.61
		TXN00042634		GALLS - KNIT HAT	\$16.26
		TXN00042665		LARSEN FIREARMS - NIGHT SIGHTS	\$675.49
		TXN00042667		BIG 5 SPORTING GOODS 293 - KNI	\$5.42
		TXN00042679		MOOSEJAW - BOOTS	\$212.88
		TXN00042689		UPS 0000002654EE498	\$116.89
		TXN00042710		U.S. ELITE - BOOTS	\$158.95
		TXN00042716		AMZN Mktp US M05482IV0 - STABI	\$230.20
		TXN00042721		STAPLES - CUPS	\$69.56
		TXN00042725		IACP - SMITH MEMBERSHIP RENEWA	\$150.00
		TXN00042726		MOOSEJAW - STABIL ICERS	\$95.70
		TXN00042737		IACP - TAYLOR MEMBERSHIP 2019	\$150.00
		TXN00042755		AMZN Mktp US M285P9OH0 - LITHI	\$9.76
		TXN00042758		IACP - COBB MEMBERSHIP 2019	\$150.00
		TXN00042770		GRIGGS ACE RICHLAND - KEYKRAFT	\$3.25
		TXN00042792		AMZN Mktp US M05828IS2 - SHOE	\$23.94
		TXN00042795		STAPLES - TONER CARTRIDGES	\$115.75
		TXN00042796		GALLS - SERGEANT CHEVRONS	\$77.15
		TXN00042807		AMZN Mktp US M25O62F40 - SHOE	\$8.42
		TXN00042810		Amazon.com M22YA8CD2 - PHONE C	\$82.34
		TXN00042830		UPS 0000002654EE508	\$79.59
		TXN00042845		LOWES #02344 - FILTER	\$5.58
		TXN00042849		OXFORD SUITES SULLIVAN PA - OR	\$106.17
		TXN00042858		AMZN Mktp US M210U9422 - DRAWE	\$104.20
		TXN00042866		AMZN Mktp US M24NL85Q0 - UNIFO	\$52.66
		TXN00042872		BELLAS OFFICE - OFFICE CHAIR	\$169.00
		TXN00042876		GALLS - DUTY BELTS	\$273.66
		TXN00042877		AMZN Mktp US M22V71511 - BOOTS	\$260.59
		TXN00042890		WALGREENS #10478 - PHOTO PRINT	\$67.96
		TXN00042901		SANDYS TROPHIES INC - DUBOIS R	\$123.70
		TXN00042910		ID CARD GROUP - BADGE CLIPS	\$64.64
		TXN00042926		EDGEWORKSMA - WEAPON LIGHT	\$94.11
		TXN00042937		TALOS TACTICAL - UNIFORM PANTS	\$357.74
				TALOS TACTICAL - UNIFORM PANTS	\$33.18



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042945	264930	TALOS TACTICAL - MAGAZINES/HOL	\$295.32
				TALOS TACTICAL - MAGAZINES/HOL	\$864.79
				TALOS TACTICAL - MAGAZINES/HOL	\$345.75
		TXN00042949		FASTSIGNS - BANNER	\$327.32
		TXN00042952		SPORTSMANS WAREHOUSE 207 - TRI	\$532.12
		TXN00042957		STAPLES - COPY PAPER/LABELS	\$293.82
		TXN00042962		SPORTSMANS WAREHOUSE 207 - TRI	\$92.27
		TXN00042970		TALOS TACTICAL - MAGAZINES	\$390.76
		TXN00042982		SPORTSMANS WAREHOUSE 207 - SHO	\$141.16
BENTON COUNTY PROSECUTOR'S OFFICE		Q4 2018	264966	KIDS HAVEN 4TH QTR 2018	\$2,681.80
BENTON COUNTY SHERIFF'S OFFICE		11/18-CUSTODY	264588	CUSTODY COSTS-NOV 2018	\$74,793.25
BUSH CAR WASH		5861	264710	RPD VEH WASHES-OCTOBER (71)	\$412.50
		6048	264975	RPD VEH WASHES-DEC (38)	\$237.56
CHARTER COMMUNICATIONS		0309703122018	264715	RPD INTERNET SRVCS 12/29-1/28	\$78.93
CITY OF PASCO		2018-00000041	264981	ANIMAL CONTROL SHELTER DESIGN	\$30,318.13
		208-0039	264717	COP-ANIMAL CONTROL SERV-DEC	\$21,599.25
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$2,326.93
		18-316 MATHENY	264502	18-316 D7 HNDGUN PERF	\$608.78
		18-317 WOODHOUSE		18-316 D7 HNDGUN PERF	\$608.78
		18-462 HEID		18-462 STREET SURVIVAL	\$376.54
		18-475 OROZCO		18-475 ACESS II	\$152.16
		18-485 BICKFORD		18-485 HIS TRAINING	\$818.40
		18-486 JUDGE		18-486 HIS TRAINING	\$818.40
		19-4 KOE	265091	19-4 DEFENSIVE TACTICS	\$938.10
COLUMBIA FITNESS	P059723	9621	264990	INSTALL 4' X 8' WALL MOUNTED	\$651.60
		M948	264989	PREVENTATIVE MAINTENANCE	\$108.60
DAY WIRELESS SYSTEMS		471727	264732	RADIO PROGRAMMING	\$171.05
		474529		EAR PIECES	\$303.21
		475742		SINGLE PIN LISTEN ONLY (6)	\$272.37
		476365	264998	CLEAR ACOUSTIC TUBE W/ELBOW	\$50.23
		478163		RADIO REPAIR	\$255.22
		478954		EAR PIECES	\$111.05
DOMESTIC VIOLENCE SERVICES		25200	265000	DOMESTIC VIOLENCE SRVCS-NOV 18	\$888.50
EAGLE PRINTING & GRAPHIC DESIGN INC		49092	265001	DECALS/PENCILS	\$688.24
GALLS, LLC	P059791	BC0734088	264519	SHIPPING	\$10.86
	P059791			CUSTOMER SPECIFIC EMBLEM	\$2.39
	P059791			TR666 MDNV 35 OB - 5.11 TACTIC	\$58.43
	P059791			CUSTOMER SPECIFIC EMBLEM	\$2.39
	P059791			SH084 DKNV MD REG - ELBECO SHO	\$93.50
	P059791			CUSTOMER SPECIFIC EMBLEM	\$2.39
	P059791			SH086 DKNV 155 33 - ELBECO	\$108.82



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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GALLS, LLC	P059791	BC0734088	264519	TR666 MDNV 34 OB - 5.11 TACTIC	\$116.85
	P059791			CUSTOMER SPECIFIC EMBLEM	\$2.39
IRON MOUNTAIN INC		AJZJ099	264746	SHREDDING SRVCS-DECEMBER	\$146.20
KADLEC REGIONAL MEDICAL CENTER		H10182750002401	265011	MED CLRNCE MCCOY 18-22956	\$113.94
		H10183240134501		MED CLRNCE EAGLES 18-27069	\$113.94
		H10183350003700		MED CLRNCE CHAVEZ 18-27853	\$1,466.76
		H10183440001000		MED CLRNCE CARTER 18-28534	\$113.94
		H10183450123200		MED CLRNCE HENDRICKS 18-28654	\$113.94
		H10183520002200		MED CLRNCE GOMEZ 18-29155	\$113.94
		H10183640004900		MED CLRNCE BELTON 18-30066	\$113.94
LANGUAGE LINE SERVICES LLC		4473187	265014	SERVICES FOR DECEMBER 2018	\$9.96
LEE, CHRISTOPHER		012119	265119	REIMB1/21/19 BRKFEST	\$60.82
LIBERTY CAR WASH		347	265016	ALPR VEHICLE WASH	\$24.00
MATHENY, RODNEY C		18-316 MATHENY	264536	18-316 D7 HNDGUN FUEL	\$10.01
MISTER CAR WASH		148414	265020	RPD VEHICLE WASHES-DEC 2018	\$5.60
MIWALL CORPORATION	P059919	7450	265131	SHIPPING	\$60.00
	P059919			#80725 HORN 308 WIN 168GR ELDM	\$2,063.40
NETSENTIAL COM INC		37609	264650	SOFTWARE-RICHLANDSHIELD.ORG	\$600.00
NORTHWEST EMERGENCY PHYSICIANS INC		18-22956 MCCOY	265022	MED CLRNCE MCCOY 18-22956	\$318.00
		18-25246 MORRIS		MED CLRNCE MORRIS 18-25246	\$720.00
		18-25248 WOOD		MED CLRNCE WOOD 18-25248	\$318.00
		18-27576DANIELSON		MED CLRNCE DANIELSON 18-27576	\$318.00
OROZCO, ADRIANA		18-475 OROZCO	264547	18-475 ACESS II	\$78.05
OXARC INC		60303352	264763	CYLINDER RENTAL DECEMBER	\$8.34
P & K TOWING/TRI-CITY TOWING		026866	264764	TOWING CHARGE RPD-EVIDENCE	\$205.25
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$1,271.55
RINGOLD EMBROIDERY		809	264782	EMBROIDERY	\$9.23
RIVER CITY TOWING INC		16686	265035	TOW CHARGE	\$48.87
		16687		TOW CHARGE	\$167.24
		16689	265145	TOW CHARGE	\$334.49
		16782	264783	TOW CHARGE	\$48.87
		16785		TOW CHG-PRIORITY CALL IMM RSPN	\$431.69
		16791		TOW CHARGE	\$48.87
		16796		TOW CHARGE	\$48.87
		16797		TOW CHARGE	\$48.87
		16798		TOW CHARGE	\$48.87
		16801		TOW CHARGE	\$48.87
		16806	265035	TOW CHARGE	\$48.87
		16807		TOW CHARGE	\$48.87
		16811	265145	TOW CHARGE	\$48.87
SMITH, CURTIS		18-452 SMITH	265040	18-452 BKGRND INV FOR POL APP	\$126.00



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SOUND UNIFORM GROUP LLC	P059642	201901SU010	265154	ZIPAPKT/I - SIDE ZIPPERS @ 'A'	\$13.03
	P059642			JMP93LTDN/I - JUMPSUIT,	\$407.25
	P059642			SURCHARGE/I - SURCHARGE FOR SI	\$42.90
	P059642			SURCHARGE/I - SURCHARGE FOR SI	\$40.73
	P059642			UAZIPS/I - UNDERARM ZIPPERS @	\$27.15
	P059642			UAZIPS/I - UNDERARM ZIPPERS @	\$27.15
	P059642			EMBTAG/I - EMBROIDERED NAME TA	\$8.69
	P059642			ZIPAPKT/I - SIDE ZIPPERS @ 'A'	\$13.03
	P059642			JMP93DN/I - JUMPSUIT, WINTER,	\$428.97
	P059642			EMBTAG/I - EMBROIDERED NAME TA	\$8.69
	P059642			FREIGHT	\$24.44
	P059642			ADJUST TAX	(\$0.01)
SPRINT		LCI-308614	264789	PHONE TRACE 18-29201	\$100.00
STERICYCLE INC		3004534513	264791	BIO WASTE DISPOSAL FEE	\$10.36
TRANS UNION RISK & ALTERNATIVE DATA		01/19-204527	264795	RPD RECORDS SEARCH-DECEMBER	\$119.46
TREASURE VALLEY COFFEE CO		103504	265048	RPD COFFEE DELIVERY	\$120.94
US BANK		TXN40010177058049	264800	SOG TACTICAL TOMAHAWK AXE	\$843.82
		TXN40527502429333		BLACKHAWK TACTICAL BACKPACK KI	\$435.51
		TXN41900016522869		REMINDER BANDS	\$572.00
		TXN46762215072511		5.11 TACTICAL SABRE JACKET XL	\$271.49
		TXN48000000029378		AERO PEN AND LANYARDS	\$888.43
VERIZON WIRELESS	P059990	9820615304	265164	NASPO CELLULAR CHARGES DEC 201	\$759.00
	P059897	9821214469	264688	Wireless charges primary Dec 2	\$4,736.58
WASHINGTON STATE PATROL		68445	264805	ACCESS USER FEE 10/1-12/31/18	\$600.00
XEROX CORPORATION		095659520	265061	LX5-691308 BASE/PRINTS-DEC	\$228.65
		095659521		LX5-691344 BASE/PRINTS-DEC	\$233.02
		095659522		LX5-694258 BASE/PRINTS-DEC	\$202.41
		095659523		MX4-345491 BASE/PRINTS-DEC	\$468.95
		095659524		MX4-345537 BASE/PRINTS-DEC	\$256.18
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$321.45
				TELEPHONE CHARGES 1/01-1/31/19	\$7.17
POLICE TOTAL ****					\$178,567.44
Division:	210	ADMINISTRATIVE SERVICES			
BANK OF AMERICA		TXN00042704	264930	STERLINGS-ASD LEADERSHP MTG	\$49.97
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$92.48
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$21.03
ADMINISTRATIVE SERVICES TOTAL ****					\$163.48
Division:	211	FINANCE			
ALLIED ENVELOPE	P059798	193370	264698	FREIGHT	\$63.25
	P059798			SALES TAX	\$42.89



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ALLIED ENVELOPE	P059798	193370	264698	UB STATEMENTS-8X11PER QUOTE 19	\$435.50
	P059798	193371		ENVELOPES #10 - PER QUOTE 1933	\$657.50
	P059798			FREIGHT	\$63.25
	P059798			SALES TAX	\$61.98
	P059798	193372		SALES TAX	\$77.96
	P059798			ENVELOPES #9 - PER QUOTE 19337	\$843.30
	P059798			FREIGHT	\$63.25
BANK OF AMERICA		TXN00042474	264930	STAPLES - Purchase	\$293.80
		TXN00042566		THE STONE SOUP CAFE - - Purcha	\$76.87
		TXN00042573		STAPLES - Purchase	\$331.03
		TXN00042682		GOTPRINT.COM - REFUSE HANDBOOK	\$30.00
		TXN00042693		GOTPRINT.COM - REFUSE HANDOUT	\$746.40
		TXN00042886		TARGET 00023143 - Purch	\$52.93
		TXN00042977		STAPLES - Purchase	\$938.59
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE		2018Q4-CR-HH	264967	HHANDS APPLICATIONS Q4-2018	\$495.00
BRIGGS, MYRL		STOP PMT FEE	264818	STOP PMT FEE 190.016477	\$25.00
COLUMBIA INDUSTRIES SUPPORT LLC		0075871	264724	ON SITE SHREDDING WO #01246834	\$35.51
		0075916		ON SITE SHREDDING WO #01246833	\$35.51
FEDERAL EXPRESS CORP		6-407-12945	264739	FED EX SHIPPING CHARGES	\$8.44
GARDA CL NORTHWEST INC		10448703	264842	ARMORED CAR SRVCS JAN 2019	\$516.12
JETPAY PAYMENT SERVICES, FL, LLC		2051	264749	MERCHANT SRVC CHRGS DEC 18	\$35,566.09
PARADISE BOTTLED WATER CO		12/18 FINANCE	264766	BOTTLED WATER SVC 12/18	\$50.79
				BOTTLED WATER SVC 12/18	\$50.80
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$10,968.58
				POSTAGE 10/1-12/31/18	\$3,328.08
				POSTAGE 10/1-12/31/18	\$232.65
POSTMASTER		PERMIT 153-12/28-	264769	POSTAGE 12/01 - 12/31/2018	\$7,510.35
REDSSON LTD		198766	264774	PORTAL SERVICE LOCATES-DEC	\$258.00
RETAIL LOCKBOX INC		18124812	264776	UB PYMT PROCESSING DEC 18	\$2,360.39
US BANK N A		DEC 2018	265054	POOLED INVESTMENT CUSTODY FEES	\$156.00
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$38.68
	P059897			Wireless charges primary Dec 2	\$48.67
XEROX CORPORATION		095659525	264809	MX4-346672 BASE/PRINTS-DEC	\$306.84
		095659526	265061	LX5-692029 BASE/PRINTS-DEC	\$227.74
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$79.78
				TELEPHONE CHARGES 1/01-1/31/19	\$139.58
				TELEPHONE CHARGES 1/01-1/31/19	\$0.22
FINANCE TOTAL ****					\$67,217.32
Division: 212 PURCHASING					
CANON FINANCIAL SERVICES, INC	S018198	19661629	265081	2019 COPIER LEASE & USAGE CHAR	\$48.23



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VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CANON FINANCIAL SERVICES, INC	S018198	19661629	265081	2019 COPIER LEASE & USAGE CHAR	\$192.91
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$818.43
ORKIN EXTERMINATING INC		178172937	264546	PEST CONTROL SERVICES BLDG 200	\$33.56
				PEST CONTROL SERVICES BLDG 200	\$33.57
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$6.33
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$19.34
	P059897			Wireless charges primary Dec 2	\$28.27
XEROX CORPORATION		095659517	264587	MX4-340609 BASE/PRINTS-DEC-IT	\$232.00
		095659527		MX4-354245 BASE/PRINTS-DEC-HR	\$236.70
	S017810	095659528		XEROX 7855 LEASE FOR 2018, S/N	\$38.25
	S017810			XEROX 7855 LEASE FOR 2018, S/N	\$14.44
	S017810			XEROX 7855 LEASE FOR 2018, S/N	\$153.00
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$62.27
				TELEPHONE CHARGES 1/01-1/31/19	\$45.83
PURCHASING TOTAL ****					\$1,963.13
Division:	213	INFORMATION TECHNOLOGY			
AUTODESK INC	P059934	2019DEVR1731	264815	ADN MEMBERSHIP RENEWAL	\$1,520.40
BANK OF AMERICA		TXN00042508	264930	AMAZON,IPHONE 7 CASE, DOCKING	\$229.13
		TXN00042603		AMAZON,PROJECTOR LAMP	\$107.45
		TXN00042650		THE HOME DEPOT #4746,DRILLING	\$9.46
		TXN00042673		DELL,CREDIT THUNDERDOCK	(\$285.06)
		TXN00042744		UDEMY ONLINE COURSES,DATA ANAL	\$10.99
		TXN00042748		UDEMY ONLINE COURSES,DATA ANAL	\$10.99
		TXN00042750		UDEMY ONLINE COURSES,DATA ANAL	\$10.99
		TXN00042759		UDEMY ONLINE COURSES,DATA ANAL	\$10.99
		TXN00042760		UDEMY ONLINE COURSES,DATA ANAL	\$10.99
		TXN00042762		UDEMY ONLINE COURSES,DATA ANAL	\$10.99
		TXN00042764		AMAZON,EXPO LOW ODOR DRY ERASE	\$16.27
		TXN00042765		UDEMY ONLINE COURSES,DATA ANAL	\$10.99
		TXN00042767		SP BLACKBOARD	\$499.00
		TXN00042768		UDEMY ONLINE COURSES,DATA ANAL	\$10.99
		TXN00042769		UDEMY ONLINE COURSES,DATA ANAL	\$10.99
		TXN00042780		UDEMY ONLINE COURSES,DATA ANAL	\$10.99
		TXN00042784		UDEMY ONLINE COURSES,DATA ANAL	\$10.99
		TXN00042786		AMAZON,HANGING FOLDERS, FILE F	\$56.11
		TXN00042806		OFFICE DEPOT,COPIER PAPER IT	\$34.14
		TXN00042843		VARIDESK	\$488.70
		TXN00042861		AMAZON - ANTI FATIGUE MAT	\$50.56
BERRY DUNN MCNEIL & PARKER, LLC	P058605	376830	264971	Estimated Travel for Implement	\$455.10
	P058605			Professional Implementation	\$2,660.00
	P058605	377440		Estimated Travel for Implement	\$597.52



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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BERRY DUNN MCNEIL & PARKER, LLC	P058605	377440	264971	Professional Implementation	\$4,940.00
CASELLE INC	P059949	91877	264820	CONTRACT SUPPORT AND MAINTENAN	\$169.33
	P059949	92547		CONTRACT SUPPORT AND MAINTENAN	\$169.33
CERIUM NETWORKS INC		I073332	264713	ENGINEER REMOTE SYS PROGRAMMIN	\$304.08
		I073334		ENGINEER REMOTE SYS PROG T1-2	\$304.08
	P059737	I074027	264979	FREIGHT	\$20.09
	P059737			WIRELESS HARDWARE FOR NEW CITY	\$22,089.57
CIVICPLUS	P059950	180850	264825	CIVICCLERK ANNUAL FEE RENEWAL,	\$7,788.00
COLLABWARE	P059961	1485	264828	COLLABWARE CLM ENTERPRISE EDIT	\$15,000.00
COLUMBIA BASIN INFORMATION TECHNOLOGY		1679	264988	MONTHLY SERVICE FEE INTERNET	\$800.00
	P059953	1927	264829	100MBPS FULL DUPLEX INTERNET	\$800.00
GOVERNMENTJOBS.COM INC	P059965	INV26398	264844	ONBOARD SOFTWARE LICENSE RENEW	\$10,949.05
	P059963	INV26404		LEARNING MANAGEMENT SYSTEM	\$18,733.50
	P059960	INV26512		INSIGHT ENTERPRISE AND PERFORM	\$20,864.00
HARRIS COMMUNICATIONS	P059959	MN00113297	264848	GEMS FMS,HRMS,SUP APPS,SYS SW,	\$116,606.92
MICROFLEX INC	P059988	00022780	265129	TAXTOOLS ANNUAL ONLINE SERVICE	\$1,303.20
SMARSH, INC.	S017774	INV00446521	265039	WEB ARCHIVE RENEWAL FOR ONE YE	\$245.87
	S017774			WEB ARCHIVE RENEWAL FOR ONE YE	\$323.58
	S017774			ANNUAL RENEWAL MESSAGE ARCHIVI	\$1,322.00
SP MARKETPLACE	P059972	6283	264888	LICENSES RENEWAL ANNUAL	\$1,587.00
TELE WORKS INC	P059964	9812	264894	INFINITY TELECONNECT, ALERTWOR	\$26,781.00
TELEMATE NET SOFTWARE	P059937	29507	264895	MAINTENANCE RENEWAL, TERM: 3/1	\$2,796.00
TYLER TECHNOLOGIES, INC	S017614	045-213065	265050	ESTIMATED TRAVEL	\$963.77
	S017614	045-219513		IMPLEMENTATION COSTS (AS MODUL	\$4,430.62
	S017614			ESTIMATED TRAVEL	\$1,552.63
	S017614	045-221274		ESTIMATED TRAVEL	\$5,334.21
	S017614	045-221413		PLANNING SERVICES	\$6,500.00
	S017614	045-223903		IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614			ESTIMATED TRAVEL	\$1,034.73
	S017614	045-228084		PROJECT MANAGEMENT (\$12,000/MO	\$12,000.00
	S017614	045-228602		IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614			ESTIMATED TRAVEL	\$1,222.98
	S017614	045-233499		ESTIMATED TRAVEL	\$2,025.56
	S017614			IMPLEMENTATION COSTS (AS MODUL	\$6,502.50
	S017614	045-239113		ESTIMATED TRAVEL	\$3,477.24
	S017614			IMPLEMENTATION COSTS (AS MODUL	\$7,586.25
	S017614	045-239448		DEVELOPMENT SERVICES/MODIFICAT	\$3,187.50
	S017614	045-240747		PROJECT MANAGEMENT (\$12,000/MO	\$12,000.00
	S017614	045-242173		IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614			ESTIMATED TRAVEL	\$4,755.12
	S017614	045-242708		ESTIMATED TRAVEL	\$2,929.69



City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TYLER TECHNOLOGIES, INC	S017614	045-242708	265050	IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614	045-242963		DATA CONVERSIONS (BY DATA 50%	\$3,000.00
	S017614	045-243682		PROJECT MANAGEMENT (\$12,000/MO	\$12,000.00
	S017614	045-244390		ESTIMATED TRAVEL	\$2,415.20
	S017614			IMPLEMENTATION COSTS (AS MODUL	\$2,167.50
	S017614	045-246275		IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614			ESTIMATED TRAVEL	\$2,830.24
	S017614	045-246493		PROJECT MANAGEMENT (\$12,000/MO	\$12,000.00
	S017614	045-247020		ESTIMATED TRAVEL	\$2,729.64
	S017614			IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614	045-247083		BUSINESS PROCESS CONSULTING (B	\$20,125.00
	S017614	045-247527		ESTIMATED TRAVEL	\$1,012.33
	S017614			IMPLEMENTATION COSTS (AS MODUL	\$3,251.25
	S017614	045-248656		PLANNING SERVICES	\$6,500.00
VERIZON WIRELESS	P059990	9820615304	265164	NASPO CELLULAR CHARGES DEC 201	\$57.53
	P059897	9821214469	264688	Wireless charges primary Dec 2	\$15.02
	P059897			Wireless charges primary Dec 2	\$283.41
WEBQA, INC	P059962	1131-181201	264902	GOVQA ANNUAL MAINTENANCE AND	\$12,673.62
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$262.95
				TELEPHONE CHARGES 1/01-1/31/19	\$45.74
INFORMATION TECHNOLOGY TOTAL ****					\$436,836.00
Division:	220	HUMAN RESOURCES			
BANK OF AMERICA		TXN00042505	264930	FEDEX-NEO PACKET	\$7.60
		TXN00042531		STAPLES-FRONT DESK TONER	\$153.12
		TXN00042546		ESS-BACKGROUND CHECKS	\$162.50
		TXN00042570		STAPLES-PENS/FOLDERS/FRONT DES	\$358.30
		TXN00042589		AMAZON-BACKGROUND FOLDERS/STAM	\$93.61
		TXN00042615		STAPLES-CONF ENVELOPES/BOOKEND	\$72.26
		TXN00042638		STAPLES-RED INK PENS	\$6.44
		TXN00042663		STAPLES-HEADSET EAR PIECES	\$14.06
		TXN00042677		AMER ASSOC NOTARIES-KC STAMP	\$32.90
		TXN00042756		ESS-BACKGROUND CHECKS	\$108.00
		TXN00042773		STAPLES-CDL GREEN FILES	\$80.04
		TXN00042778		NEPELRA-DUES CREDIT	(\$195.05)
		TXN00042801		ESS-BACKGROUND CHECKS	\$134.00
		TXN00042806		OFFICE DEPOT,COPIER PAPER HUMA	\$1.63
		TXN00042813		ESS-BACKGROUND CHECKS	\$29.00
		TXN00042823		NAGDCA-2019 MEMBERSHIP DUES	\$600.00
		TXN00042824		ESS-BACKGROUND CHECKS	\$98.00
		TXN00042842		STAPLES-PAPER	\$43.05
		TXN00042854		STAPLES-FRNT DSK SHREDDER/PENS	\$50.11



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042940	264930	STAPLES-POSTER GLUE	\$14.65
CANON FINANCIAL SERVICES, INC		19551589	264711	CANON-IRC5550I-XLG04984-DEC	\$28.00
DAVIS, JESSICA		122118	264731	REIMB 2018 MILEAGE	\$45.34
MOON, TAE-IM PHD		12292018	264760	PSYCH EVALUATION-SCHEER	\$800.00
NORTHWEST PUBLIC POWER ASSOCIATION		50716	265023	AD-ELECTRICAL DIST ENG II	\$115.00
PARKER, RACHELL		122118	264554	REIMB 2018 MILEAGE	\$69.22
PAULSEN, LACEY			264556	REIMB 2018 MILEAGE	\$95.92
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$241.96
SUMMIT LAW GROUP PLLC		100622	264892	LABOR/EMPLMNT NEWSLETTER 2019	\$298.64
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$38.94
WASHINGTON STATE TREASURER		2018 DRIVER LIST	264735	2018 ANNUAL DRIVERS ABSTRACT 4	\$52.00
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$75.30
HUMAN RESOURCES TOTAL ****					\$3,724.54
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
ABADAN INC		AR46448	264491	LG FORMAT SCANNER	\$155.24
BANK OF AMERICA		TXN00042518	264930	STAPLES - LABELS, POST-ITS, WI	\$38.29
		TXN00042668		STAPLES - PENS, TACK BOARD, PA	\$96.21
		TXN00042680		STAPLES - BATTERIES	\$13.26
		TXN00042747		STAPLES - FOLDERS, FILES	\$93.48
		TXN00042826		SQ BOMBING RANGE B - EDC TOUR	\$100.53
		TXN00042836		THE VILLAGE BISTRO LLC -MEETIN	\$31.94
		TXN00042878		STAPLES - BROCHURE HOLDER	\$18.99
		TXN00042976		STAPLES - MARKERS, CARD HOLDER	\$61.91
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$1.88
VERIZON WIRELESS	P059990	9820615304	265164	NASPO CELLULAR CHARGES DEC 201	\$78.56
	P059897	9821214469	264688	Wireless charges primary Dec 2	\$128.50
XEROX CORPORATION		095659513	265061	MX4-343179 BASE/PRINTS-DEC	\$475.16
		095659515	264809	LX5-692207 BASE/PRINTS-DEC	\$79.36
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$21.34
				TELEPHONE CHARGES 1/01-1/31/19	\$117.77
				TELEPHONE CHARGES 1/01-1/31/19	\$20.97
				TELEPHONE CHARGES 1/01-1/31/19	\$6.54
				TELEPHONE CHARGES 1/01-1/31/19	\$28.83
				TELEPHONE CHARGES 1/01-1/31/19	\$21.28
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$1,590.04
Division:	301	DEVELOPMENT SERVICES			
AVANTECH INC	S018034	18-3198	264496	TRACEY PELOQUIN - CLERICAL	\$439.53
	S018034	18-3221	264816	TRACEY PELOQUIN - CLERICAL	\$1,223.04
BANK OF AMERICA		TXN00042487	264930	STAPLES - TAB TOP FILES	\$69.71
		TXN00042976		STAPLES - LABELS, HIGHLIGHTERS	\$65.49



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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER		7064073856	264524	WAREHOUSE SUPPLIES 12/16-12/31	\$56.64
MCLEAN LAW OFFICE	P058988	GM-01/18/2019	265128	2018 HEARING EXAMINER SERVICES	\$7,143.75
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$279.78
RGW ENTERPRISES PC	P058953	12/18-PM HOURS	264562	AMD #1 - INCREASE FEE FOR SERV	\$1,605.00
SCHLUTER, SHAUN		010319	264884	REIMB REP FLASHLIGHT	\$10.95
TRI CITY HERALD		ACCT450543	264796	PHN012319PC/004011705	\$79.10
				PHN 011419HD/003987848	\$44.49
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$420.57
WATER SOLUTIONS INC		20300	264901	3 WTR MACHINES - JAN 2019	\$39.63
				3 WTR MACHINES - JAN 2019	\$16.29
DEVELOPMENT SERVICES TOTAL ****					\$11,493.97
Division:	302	REDEVELOPMENT			
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$31.09
SHANNON & WILSON INC		105172	265038	GROUNDWATER MONITORING-SHOPS	\$2,451.90
REDEVELOPMENT TOTAL ****					\$2,482.99
Division:	303	LIBRARY			
ATOZDATABASES		502498	264814	SUBSCRIPTION 12/15/18-12/14/19	\$1,500.00
BANK OF AMERICA		TXN00042484	264930	WAYFAIR Wayfair - Purchase	\$1,715.85
		TXN00042486		INGRAM BOOKS	\$1,668.76
		TXN00042493		STAPLES - Purchase	\$439.63
		TXN00042494		WAYFAIR Wayfair - Purchase	\$156.37
		TXN00042503		WALMART.COM 8009666546 - Purch	\$170.65
		TXN00042506		COSTCO WHSE #0486 - Purchase	\$24.96
		TXN00042511		INGRAM BOOKS	\$76.56
		TXN00042517		STAPLES - Purchase	\$121.62
		TXN00042523		HW WILSON BOOKS	\$598.00
		TXN00042536		INGRAM BOOKS	\$726.16
		TXN00042548		INGRAM BOOKS	\$161.27
		TXN00042551		MIDWEST AV	\$724.37
		TXN00042552		INGRAM BOOKS	\$302.40
		TXN00042562		STAPLES - Purchase	\$27.62
		TXN00042572		INGRAM BOOKS	\$115.74
		TXN00042593		AMZN Mktp US M06HH5BN2 - Purch	\$39.05
		TXN00042599		INGRAM BOOKS	\$266.58
		TXN00042601		Amazon.com M09324DL0 - Purchas	\$33.56
		TXN00042606		INGRAM BOOKS	\$96.34
		TXN00042611		INGRAM BOOKS	\$53.99
		TXN00042616		AMZN Mktp US M04SF06G0 - Purch	\$26.05
		TXN00042619		BLACKSTONE AUDIO	\$45.00
		TXN00042621		RECORDED BOOKS AUDIO	\$289.36



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042622	264930	Amazon.com M03AG68A2 - Purchas	\$15.62
		TXN00042631		INGRAM BOOKS	\$192.08
		TXN00042648		OVERDRIVE DIGITAL	\$2,627.74
		TXN00042656		OVERDRIVE DIGITAL	\$535.65
		TXN00042675		THE HOME DEPOT #4746 - Purchas	\$114.90
		TXN00042684		SQ ETHOS CATERING - Purchase	\$30.41
		TXN00042690		COSTCO WHSE #0486 - Purchase	\$51.34
		TXN00042697		OVERDRIVE DIGITAL	\$1,605.88
		TXN00042700		INGRAM BOOKS	\$1,031.97
		TXN00042705		FRED-MEYER #0286 - Purchase	\$7.58
		TXN00042707		COSTCO WHSE #0486 - Purchase	\$65.14
		TXN00042715		SANDYS TROPHIES INC - Purchase	\$95.24
		TXN00042717		INGRAM BOOKS	\$62.68
		TXN00042727		AMZN Mktp US M038Q0762 - Purch	\$754.77
		TXN00042739		TARGET.COM - Purchase	\$41.26
		TXN00042741		AMAZON BOOKS	\$212.49
		TXN00042743		INGRAM BOOKS	\$605.42
		TXN00042749		COSTCO WHSE #0486 - Purchase	\$83.54
		TXN00042752		STAPLES - Purchase	\$392.88
		TXN00042763		TMOBILE POSTPAID TEL - Purchas	\$247.28
		TXN00042771		STAPLES - Purchase	\$30.36
		TXN00042772		STAPLES - Purchase	\$23.88
		TXN00042783		Amazon.com M21P134F1 - Purchas	\$158.81
		TXN00042794		INGRAM BOOKS	\$193.48
		TXN00042797		FARONICS TECHNOLOGIES USA - Pu	\$513.13
		TXN00042805		INGRAM BOOKS	\$99.10
		TXN00042811		AMZN Mktp US M27DU2JZ1 - Purch	\$423.36
		TXN00042838		INGRAM BOOKS	\$672.51
		TXN00042840		TARGET.COM - Purchase	\$1,628.93
		TXN00042846		INGRAM BOOKS	\$35.44
		TXN00042851		INGRAM BOOKS	\$1,398.25
		TXN00042868		AMAZON BOOKS	\$293.70
		TXN00042869		INGRAM BOOKS	\$33.88
		TXN00042875		AMZN Mktp US M21TB5EA2 - Purch	\$135.87
		TXN00042884		AMZN Mktp US M26JQ7EM2 - Purch	\$19.54
		TXN00042894		AMZN Mktp US M20S62M41 - Purch	\$288.43
		TXN00042905		BLACKSTONE AUDIO	\$446.24
		TXN00042906		AMAZON BOOK	\$25.51
		TXN00042909		AMZN Mktp US M23O65D41 - Purch	\$23.91
		TXN00042916		INGRAM BOOKS	\$269.96
		TXN00042918		GRAINGER - Purchase	\$654.64



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042920	264930	AMAZON BOOK	\$22.78
		TXN00042921		MIDWEST DVD	\$1,725.06
		TXN00042925		Amazon.com M21RT5SC0 - Purchas	\$102.82
		TXN00042929		AMAZON BOOKS	\$107.89
		TXN00042931		FASTSIGNS - Purchase	\$380.10
		TXN00042933		CRAFT WAREHOUSE -05 - Purchase	\$29.32
		TXN00042953		Amazon.com M25X65UE0 - Purchas	\$468.18
		TXN00042954		AMZN Mktp US M22TG5IK1 - Purch	\$215.51
		TXN00042956		RECORDED BOOKS Digital ebooks	\$2,575.24
		TXN00042958		INGRAM BOOKS	\$166.86
		TXN00042967		INGRAM BOOKS	\$55.08
		TXN00042968		Amazon.com - Credit	(\$468.18)
		TXN00042972		RECORDED BOOKS EBOOKS	\$142.81
		TXN00042973		STAPLES - Purchase	\$150.94
		TXN00042974		Amazon.com M25U639F1 - Purchas	\$23.91
		TXN00042975		INGRAM BOOKS	\$3,532.58
		TXN00042979		RECORDED BOOKS eAudiobooks	\$3,996.58
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$3,627.65
COLUMBIA INDUSTRIES SUPPORT LLC		0076349	264991	ON SITE SHREDDING WO #0127381	\$87.98
EBSCO		1000092528-1	265002	NOVELIST	\$6,434.00
				NOVELIST	\$7,263.00
ENVISION WARE INC		INV-US-39050	264617	ANNUAL MNTNC FOR ENVISIONWARE	\$9,524.29
		INV-US-40169	265107	PAYWARE SERVICE RENEWAL 2019	\$977.40
FRONTIER	S018193	01/19 5099433152	264840	TELEPHONE CHARGES 1/4/19-2/3/1	\$383.83
INFOGROUP		10003455691	265010	DATABASES	\$1,877.70
MANGO LANGUAGES		INV004297	265124	MANGO YEARLY SUB	\$3,645.60
MIDWEST TAPE		96799408	264758	DECEMBER 2018 HOOPLA	\$3,514.21
NEWSBANK INC		RN892915	264864	ANNUAL SUBSCRIPTION 2019	\$5,604.00
OCLC INC		0000636052	264545	CATALOGING, METADATA, RES, REF	\$1,099.67
		0000640933	264868	CATALOGING, METADATA, RES, REF	\$1,098.79
OVERDRIVE INC		01452CO18234821	264548	BOOKS 258 TITLES	\$5,259.49
		01452CO18234828		BOOKS 65 TITLES	\$3,790.13
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$796.58
PROQUEST LLC		70539552	264872	ANCESTRY DATABASE RENEWAL	\$976.56
		70539553		ANCESTRY DATABASE RENEWAL	\$2,537.60
RECORDED BOOKS LLC		76163954	264874	SUBSCRIPTION 01/01/19-12/31/19	\$9,623.81
		76166185		SUBSCRIPTION 01/01/19-12/31/19	\$3,740.00
SECRETARY OF STATE		00009412	265150	2019 WDLG CONTRACT #IG-4513	\$24,549.03
TRAVELERS		6769F7144	264684	LIBRARY ART INSURANCE POLICY	\$1,557.00
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$73.13
XEROX CORPORATION		095659440	265169	7HB-469027 BASE CHARGE- JAN	\$10.86



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		095659536	265061	LX5-692917 BASE/PRINTS-DEC	\$336.86
		095659537		LX5-692939 BASE/PRINTS-DEC	\$180.39
		095659538		LX5-692943 BASE/PRINTS-DEC	\$155.21
		095659539		LX5-692946 BASE/PRINTS-DEC	\$297.67
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$159.09
LIBRARY TOTAL ****					\$137,931.70
Division:	330	PARKS & RECREATION ADMIN			
AVANTECH INC		18-3220	264929	DAVE BRYANT, PARK PLANNER/DESI	\$8,711.28
BANK OF AMERICA		TXN00042730	264930	WASHINGTON RECREATION AND - 20	\$190.00
MICHAEL TERRELL-LANDSCAPE ARCHITECTURE, PLLC	P059793	3452	264540	UPDATE PARK MASTER PLAN	\$3,713.72
SCHIESSL, JOE		122018	264785	REIMB SHARED VAL R SECHREST	\$25.00
VERIZON WIRELESS	P059990	9820615304	265164	NASPO CELLULAR CHARGES DEC 201	\$230.12
	P059897	9821214469	264688	Wireless charges primary Dec 2	\$1,230.69
PARKS & RECREATION ADMIN TOTAL ****					\$14,100.81
Division:	331	PARKS & REC - RECREATION			
AMERICAN SOCIETY OF COMPOSERS & AUTHORS &		500579374-2019	264590	2019 ASCAP LICENSE FEE	\$357.00
AVANTECH INC	S018048	18-3224	264929	SHARON VAN HOUTT, INSTRUCTOR	\$83.40
	S018048			JOHN FLEMING, INSTRUCTOR	\$83.40
	S018048	19-3233		DAWN MACDONALD, INSTRUCTOR	\$213.66
BANK OF AMERICA		TXN00042473	264930	WOODS NURSERY - PANSIES - WINT	\$99.11
		TXN00042476		DOLLAR TREE - WINTER WONDERLAN	\$8.69
		TXN00042479		WINTER WONDERLAND	\$13.74
		TXN00042489		HOME DEPOT - WINTER WONDERLAND	\$124.56
		TXN00042490		FRED-MEYER - WINTER WONDERLAND	\$37.63
		TXN00042495		HOME DEPOT - POINSETTIA - WINT	\$112.49
		TXN00042498		OFFICE DEPOT - 4 PORT USB - WI	\$68.41
		TXN00042504		TED BROWN MUSIC RICHLAND - HAP	\$5.92
		TXN00042507		LITTLE CAESARS 208 - WINTER WO	\$86.88
		TXN00042515		HOME DEPOT - WINTER WONDERLAND	\$43.27
		TXN00042580		WAL-MART - WINTER WONDERLAND L	\$21.31
		TXN00042581		HOME DEPOT - TAPE - WINTER WON	\$10.83
		TXN00042585		WW HOT CHOCOLATE	\$120.37
		TXN00042600		Amazon Prime - OFFICE SUPPLIES	\$14.11
		TXN00042604		WAL-MART - WINTER WONDERLAND L	\$21.31
		TXN00042613		HOME BASE - CREDIT	(\$29.95)
		TXN00042623		AMZN Mktp US M00PG7SW1 - OFFIC	\$14.42
		TXN00042626		HOME DEPOT - WINTER WONDERLAND	\$29.13
		TXN00042660		SIGNSIMPL LLC,PERSONAL PLAN	\$16.00
		TXN00042678		AMZN MKTP US M06430S20 AM - WH	\$69.87



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042714	264930	Amazon.com M01J54RA0 - SUPPLIE	\$45.90
		TXN00042719		AMZN Mktp US M08MY09O2 - SUPPL	\$25.32
		TXN00042722		WW - STOCKING HATS	\$491.05
		TXN00042785		CARD PRINTER INK RIBBON	\$78.36
		TXN00042790		MITY LITE - CHAIRS FOR RCC	\$2,667.27
		TXN00042821		WW - HOT CHOCOLATE	\$112.98
		TXN00042874		500 - LABELS, PRINTER TAPE, PA	\$63.11
		TXN00042896		HOME BASE LICENSE	\$29.95
		TXN00042911		TARGET - WW WRAP UP MEETING	\$12.33
		TXN00042912		AMZN MKTP US AMZN.COM/BIL - Cr	(\$0.27)
		TXN00042927		ETSY - GRINCH DECOR - WINTER W	\$159.63
		TXN00042942		COSTCO WHSE #0486 - SAFETY GLO	\$43.42
CITY OF PASCO		2018-00000013-	264717	400 ANTHONY'S KAYAK TRIP	\$108.74
COLUMBIA FITNESS		9067/M389	264505	100 FITNESS MATS/SERVICE CALL	\$417.03
GLOWING SUN		DECEMBER 2018	264523	SHOTOKAN KARATE CLASSES	\$178.85
		NOVEMBER 2018		SHOTOKAN KARATE CLASSES	\$219.80
HEALTHY FEET LLC		DECEMBER 2018	264743	FOOT CARE CLASSES-DECEMBER	\$883.20
HOLIDAY TECHNOLOGIES, LLC	P059711	7371	264528	WINTER WONDERLAND PROGRAMING	\$3,817.00
	P059711			FREIGHT	\$30.00
		7439		DE-C-ASSEMBLED PIXIE 16-12V	\$357.97
		7467		DE-C-ASSEMBLED PIXIE 16-12V	\$378.94
MILESTONES ATHLETIC SUPPLY INC		87225	265130	BB ICE PACKS (100)	\$52.13
MILLER, JO ANN		DECEMBER-	264759	DANCE INSTRUCTOR-DECEMBER	\$497.88
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$23.03
RICHLAND ACE HARDWARE		63087/1	265032	FAN/TAPE MEASURE	\$60.78
		63115/1		500 TAPING KNIFE	\$9.76
		65486/1	264492	SPRAY PAINT	\$37.93
		65708/1	265140	500 STORAGE TOTE	\$11.94
SESAC INC		10262164	264674	MUSIC LICENSE 1/1-12/31/19	\$875.00
TEAM SIDELINE.COM		TS-INV-6206	264680	2019 TEAM SIDELINE MEMBERSHIP	\$898.00
TRI-CITY MODEL RAILROADERS		12.14.2018	264797	HCS RAILROAD DISPLAY 4 WW	\$300.00
URM STORES INC		3-0-295886	265163	500 KITCHEN SOAP & SANITIZER	\$75.95
XEROX CORPORATION		095355996	265061	MX4-322135 BASE/PRINTS-NOV	\$94.89
				MX4-322135 BASE/PRINTS-NOV	\$231.35
		095659511		MX4-322135 BASE/PRINTS-DEC	\$72.81
				MX4-322135 BASE/PRINTS-DEC	\$231.35
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$6.54
				TELEPHONE CHARGES 1/01-1/31/19	\$39.24
				TELEPHONE CHARGES 1/01-1/31/19	\$101.31

PARKS & REC - RECREATION TOTAL ****

\$15,366.03

Division: 335 PARKS & REC - PARKS&FACILITIES



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ABM JANITORIAL NORTHWEST		13355154	264811	JANITORIAL SRVCS-JANUARY	\$3,255.03
				JANITORIAL SRVCS-JANUARY	\$590.30
				JANITORIAL SRVCS-JANUARY	\$2,793.83
				JANITORIAL SRVCS-JANUARY	\$2,406.15
AIREFCO INC		4079162	264493	HVAC BELTS-STOCK	\$1,486.00
AQUATIC SPECIALTY SERVICES INC	S018165	16621	264928	PULSAR CHLORINE BRIQUETTES, 10	\$4,135.49
	S018165			FREIGHT	\$38.01
ARAMARK UNIFORM SERVICES INC		12-934962000	264701	LINEN CHARGE FOR DECEMBER 2018	\$463.50
BANK OF AMERICA		TXN00042480	264930	HOME DEPOT - WOOD, SCREWS, STA	\$146.34
		TXN00042492		AMAZON - HVAC PARTS	\$143.56
		TXN00042502		HOME DEPOT - HINGES	\$14.34
		TXN00042509		AMAZON - HVAC PARTS	\$54.36
		TXN00042543		HOME DEPOT - MACH SCREW	\$1.28
		TXN00042563		WA AGR - PESTICIDE RENEWAL SE	\$7.92
		TXN00042564		HOME DEPOT - AUGUER	\$34.72
		TXN00042584		WSDA-PESTICIDE LICENSE - RENEW	\$264.00
		TXN00042590		HOME DEPOT - PLUMBING PARTS	\$57.13
		TXN00042596		WA AGR - PESTICIDE LICENSE SER	\$0.99
		TXN00042602		SUPPLYHOUSE - ELECTRONIC LWCO	\$550.44
		TXN00042614		HOME DEPOT - LOCK, SCREWS	\$34.65
		TXN00042617		WSDA-PESTICIDE LICENSE - RENEW	\$33.00
		TXN00042620		SUPPLYHOUSE - 3 WAY CONTROL VA	\$230.12
		TXN00042641		SUPPLYHOUSE - HEAT SEQUENCER	\$38.72
		TXN00042652		SUPPLYHOUSE - HEAT SEQUENCER	\$26.50
		TXN00042664		SUPPLYHOUSE - HVAC TOOLS	\$271.23
		TXN00042666		HOME DEPOT - HEAVY DUTY RATCHE	\$29.22
		TXN00042671		AMAZON - PLUMBING PARTS	\$74.94
		TXN00042681		AMAZON - PHONE CASE, CHARGE	\$34.64
		TXN00042701		AMAZON - GREEN FLOOR CLEANING	\$108.55
		TXN00042718		ACE - BATTERY	\$8.68
		TXN00042720		AMAZON - FLOOR FINISH WAX	\$40.15
		TXN00042733		HOME DEPOT - SKATE PARK PLUMBI	\$18.31
		TXN00042745		HOME DEPOT - HORN RAPIDS RENO	\$72.11
		TXN00042806		OFFICE DEPOT, COPIER PAPER PARK	\$38.27
		TXN00042809		HOME DEPOT - HORN RAPIDS RENO	\$8.56
		TXN00042820		DOG WASTE DEPOT - WASTE STATIO	\$1,219.90
		TXN00042822		HOME DEPOT - OIL	\$5.41
		TXN00042829		LOWES - CEILING TILES - RCC	\$440.76
		TXN00042839		ELECDIRECT - HVAC SUPPLIES	\$138.15
		TXN00042847		WILBUR ELLIS - PESTICIDE TRAIN	\$360.00
		TXN00042865		AMAZON - RCC RENO CUE HOLDERS	\$32.66



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042871	264930	AMAZON - ORBITER FLOOR BRUSH	\$86.70
		TXN00042873		HOME DEPOT - HORN RAPIDS RENO	\$18.44
		TXN00042888		ULINE - HVAC STOCK ITEMS	\$633.15
		TXN00042898		HOME DEPOT - HORN RAPIDS RENO	\$103.54
		TXN00042900		ULINE - HVAC STOCK ITEMS	\$48.11
		TXN00042913		HOME DEPOT - RCC RENO PARTS	\$299.48
		TXN00042914		HOME DEPOT - HORN RAPIDS RENO	\$20.00
		TXN00042922		AMAZON - RCC RENO CUE HOLDERS	\$32.66
		TXN00042935		TC INK - SHIRTS	\$464.81
		TXN00042941		ULINE - HVAC STOCK ITEMS	\$269.97
		TXN00042971		FERGUSON - BLDG 300 SINK PARTS	\$3,495.35
		TXN00042987		AMAZON - AIR DUSTER	\$20.08
		TXN00042990		RINGOLD EMBROID - HATS	\$613.59
BOYD'S TREE SERVICE LLC	P059740	6767	265077	2018 RETENTION	\$307.36
CERIUM NETWORKS INC		I073977	264979	WIRELESS HARDWARE FOR CITY SHO	\$359.78
				FREIGHT	\$12.12
CITY OF RICHLAND	P059740	12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$206.85
				CITY UTILITY BILLS/DEC 2018	\$192.75
				CITY UTILITY BILLS/DEC 2018	\$107.16
				CITY UTILITY BILLS/DEC 2018	\$207.05
				CITY UTILITY BILLS/DEC 2018	\$209.53
				CITY UTILITY BILLS/DEC 2018	\$185.18
				CITY UTILITY BILLS/DEC 2018	\$165.46
				CITY UTILITY BILLS/DEC 2018	\$217.40
				CITY UTILITY BILLS/DEC 2018	\$161.99
				CITY UTILITY BILLS/DEC 2018	\$157.03
				CITY UTILITY BILLS/DEC 2018	\$153.66
				CITY UTILITY BILLS/DEC 2018	\$125.67
				CITY UTILITY BILLS/DEC 2018	\$123.16
				CITY UTILITY BILLS/DEC 2018	\$186.71
				CITY UTILITY BILLS/DEC 2018	\$75.26
				CITY UTILITY BILLS/DEC 2018	\$48.03
				CITY UTILITY BILLS/DEC 2018	\$54.12
				CITY UTILITY BILLS/DEC 2018	\$54.21
				CITY UTILITY BILLS/DEC 2018	\$60.80
				CITY UTILITY BILLS/DEC 2018	\$69.33
				CITY UTILITY BILLS/DEC 2018	\$1,114.77
				CITY UTILITY BILLS/DEC 2018	\$113.91
				CITY UTILITY BILLS/DEC 2018	\$74.28
				CITY UTILITY BILLS/DEC 2018	\$122.58
				CITY UTILITY BILLS/DEC 2018	\$95.00



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$95.61
				CITY UTILITY BILLS/DEC 2018	\$97.69
				CITY UTILITY BILLS/DEC 2018	\$97.75
				CITY UTILITY BILLS/DEC 2018	\$227.18
				CITY UTILITY BILLS/DEC 2018	\$113.50
				CITY UTILITY BILLS/DEC 2018	\$71.08
				CITY UTILITY BILLS/DEC 2018	\$749.28
				CITY UTILITY BILLS/DEC 2018	\$554.67
				CITY UTILITY BILLS/DEC 2018	\$579.65
				CITY UTILITY BILLS/DEC 2018	\$695.60
				CITY UTILITY BILLS/DEC 2018	\$1,280.20
				CITY UTILITY BILLS/DEC 2018	\$1,243.72
				CITY UTILITY BILLS/DEC 2018	\$223.06
				CITY UTILITY BILLS/DEC 2018	\$1,181.76
				CITY UTILITY BILLS/DEC 2018	\$439.59
				CITY UTILITY BILLS/DEC 2018	\$828.62
				CITY UTILITY BILLS/DEC 2018	\$871.33
				CITY UTILITY BILLS/DEC 2018	\$906.11
				CITY UTILITY BILLS/DEC 2018	\$911.86
				CITY UTILITY BILLS/DEC 2018	\$944.49
				CITY UTILITY BILLS/DEC 2018	\$947.76
				CITY UTILITY BILLS/DEC 2018	\$1,204.64
				CITY UTILITY BILLS/DEC 2018	\$1,720.71
				CITY UTILITY BILLS/DEC 2018	\$47.58
				CITY UTILITY BILLS/DEC 2018	\$226.80
				CITY UTILITY BILLS/DEC 2018	\$65.01
				CITY UTILITY BILLS/DEC 2018	\$232.15
				CITY UTILITY BILLS/DEC 2018	\$232.75
				CITY UTILITY BILLS/DEC 2018	\$2,734.24
				CITY UTILITY BILLS/DEC 2018	\$485.11
				CITY UTILITY BILLS/DEC 2018	\$1,936.52
				CITY UTILITY BILLS/DEC 2018	\$457.12
				CITY UTILITY BILLS/DEC 2018	\$1,471.26
				CITY UTILITY BILLS/DEC 2018	\$284.12
				CITY UTILITY BILLS/DEC 2018	\$315.67
				CITY UTILITY BILLS/DEC 2018	\$367.34
				CITY UTILITY BILLS/DEC 2018	\$428.25
				CITY UTILITY BILLS/DEC 2018	\$217.85
				CITY UTILITY BILLS/DEC 2018	\$248.86
				CITY UTILITY BILLS/DEC 2018	\$25.69
				CITY UTILITY BILLS/DEC 2018	\$29.41



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$11.86
				CITY UTILITY BILLS/DEC 2018	\$27.51
				CITY UTILITY BILLS/DEC 2018	\$27.25
				CITY UTILITY BILLS/DEC 2018	\$26.63
				CITY UTILITY BILLS/DEC 2018	\$26.43
				CITY UTILITY BILLS/DEC 2018	(\$98.02)
				CITY UTILITY BILLS/DEC 2018	(\$97.17)
				CITY UTILITY BILLS/DEC 2018	\$0.85
				CITY UTILITY BILLS/DEC 2018	\$29.82
				CITY UTILITY BILLS/DEC 2018	\$26.23
				CITY UTILITY BILLS/DEC 2018	\$29.80
				CITY UTILITY BILLS/DEC 2018	\$25.36
				CITY UTILITY BILLS/DEC 2018	\$44.42
				CITY UTILITY BILLS/DEC 2018	\$70.11
				CITY UTILITY BILLS/DEC 2018	\$24.48
				CITY UTILITY BILLS/DEC 2018	\$21.86
				CITY UTILITY BILLS/DEC 2018	\$21.43
				CITY UTILITY BILLS/DEC 2018	\$8.13
				CITY UTILITY BILLS/DEC 2018	\$10.29
				CITY UTILITY BILLS/DEC 2018	\$19.60
				CITY UTILITY BILLS/DEC 2018	\$17.45
				CITY UTILITY BILLS/DEC 2018	\$2.44
				CITY UTILITY BILLS/DEC 2018	\$39.30
				CITY UTILITY BILLS/DEC 2018	\$40.37
				CITY UTILITY BILLS/DEC 2018	\$32.59
				CITY UTILITY BILLS/DEC 2018	\$43.32
				CITY UTILITY BILLS/DEC 2018	\$34.55
				CITY UTILITY BILLS/DEC 2018	\$35.23
				CITY UTILITY BILLS/DEC 2018	\$35.64
				CITY UTILITY BILLS/DEC 2018	\$41.67
				CITY UTILITY BILLS/DEC 2018	\$43.21
				CITY UTILITY BILLS/DEC 2018	\$35.89
				CITY UTILITY BILLS/DEC 2018	\$36.25
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		12/2018-24	264984	#24 LANDFILL FEES	\$1,117.08
		3627-599472	264509	HAPO STAGE LIGHTS	\$1,829.07
		3627-600540		RECYCLE KIT	\$94.43
		3627-602883		RECYCLE KIT	\$188.86
		3627-603014		LED LITES-SHOPS ENTRY	\$488.70
		3627-603055		MCMURRAY PARK LIGHTS	\$64.15
		3627-603199		LIGHTS SIGN SHOP	\$173.54
		3627-603298	265096	RECYCLE KIT	\$208.16



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-603320	264509	LED LITES-SHOPS BLDG 100	\$84.49
		3627-603329		LED LIGHT PARTS-SHOPS 100	\$78.19
		3627-603330	264832	LED LITES-SHOPS BLDG 100	\$651.60
		3627-603703		LED LITES-SHOPS BLDG 100	\$235.12
		3627-603719		GARBAGE TRUCK OUTLETS RETURN	(\$109.85)
		3627-603724	265096	GARBAGE TRUCK RECEIPTALE	\$178.06
		3627-603738	264832	LED LITES-SHOPS BLDG 100	\$235.12
		3627-603764		LED LITES-SHOPS BLDG 100	\$243.57
		3627-603834	265096	LED LIGHTS-SHOPS 100	\$376.19
EWING IRRIGATION PRODUCTS INC		6726440	264835	IRRIGATION PARTS	\$15.38
FARMERS EXCHANGE		57173	264836	CHAINSAWS (2)	\$677.64
FERGUSON ENTERPRISES INC		6841058	264838	MOP SINK PARTS-BLDG 300	\$72.81
		6849062		PLUMBING	\$99.61
FRONTIER FENCE INC		0059040	265110	CLAYBELL,CP,BADGER FENCE	\$3,051.40
G-A-P SUPPLY CORP DBA		20389874-00	264841	HVAC THERMAL CUTOFF DISC	\$36.05
GRAINGER		7064073856	264524	WAREHOUSE SUPPLIES 12/16-12/31	\$5,983.30
				WAREHOUSE SUPPLIES 12/16-12/31	\$7.08
				WAREHOUSE SUPPLIES 12/16-12/31	\$51.09
	S018192	9044423730	264845	TUBE & VALVE ITEM #45PC60	\$112.04
	S018192	9044423748		TUBE & VALVE ITEM #45PC61	\$38.77
	S018192	9044487107		LAUNDRY TUB ITEM #5NFL6	\$85.69
	S018192	9044550169		TUBE & VALVE ITEM #38Y532	\$9.81
	S018192	9045980233		BATTERY ITEM #54HT32	\$57.15
	S018192	9049270948		REPLACEMENT CONTACT KIT ITEM #	\$20.35
	S018192	9049298624		PRESSURE SWITCH ITEM #5B418	\$50.57
	S018192	9050706663		IGNITOR ADVANTAGE PLUS ITEM#45	\$94.10
	S018192	9051521046		IGNITOR ADVANTAGE PLUS ITEM#45	\$94.10
	S018192	9052070951		PRESSURE SWITCH ITEM #2PXM9	\$49.60
	P059942	405774432	264847	BADGER MTN LEASE FOR CITY CELL	\$33.98
	P059942	405774433		BADGER MTN LEASE FOR CITY CELL	\$312.50
HERC RENTALS INC		30500143-001	265111	BOOM RENTAL - WINTER WONDERLAN	\$1,821.93
MCDONALD'S & ASSOCIATES INC		01/07/18	265127	TOPSOIL-HORN RAPIDS	\$358.38
		12/27/18	264860	TOPSOIL-DUPORTAIL BINS	\$157.47
	P059858	1071177	264530	PAWS-ABILITIES PLACE SHELTER	\$2,721.36
MIGHTY JOHNS PORTABLE TOILET & SEPTIC		45058	265019	COLUMBIA POINT MARINA DRIVE	\$100.00
MILLER PAINT COMPANY INC		31218443	264541	RCC RENO PAINT	\$185.27
		31218730		HORN RAPIDS RENO PAINT	\$41.97
		31222419		RCC RENO PAINT	\$35.84
		31228602	264648	SHOPS ROOM 110 PAINT	\$168.60
		31231424	264861	SHOPS ROOM 110 PAINT	\$49.89
		20007	265135	SHOPS 200 DOORS	\$1,530.05



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC		30541100	264549	STARGON/WELDING SUPPLIES	\$67.54
		30541116		WELDING BAND,HAT	\$29.67
		60307419		CYLINDER RENTAL-DECEMBER	\$143.81
		60307422		DEC CYLINDER RENTAL- POOL	\$93.18
PERFECTION GLASS		9993672491	265026	POWER ASSIST DOOR-LIBRARY	\$2,172.00
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$62.78
RICHLAND ACE HARDWARE		216819/2	264492	GRAFFITI REMOVAL SPRAY	\$13.03
		216822/2		KNIFE SHARPENER	\$73.85
		216836/2	264876	DE-ICER, KNIFE	\$12.47
		216893/2	265140	STOCK-TIES, FASTENERS	\$48.97
		65400/1	264492	GLOVES	\$26.04
		65454/1		PLUMBING SUPPLIES	\$51.88
		65458/1		PLUMBING SUPPLIES	\$19.08
		65562/1		AMON GRAFFITI REMOVAL	\$7.99
		65584/1		AMON GRAFFITI REMOVAL	\$3.26
		65598/1		LIBRARY PLUMBING PARTS	\$23.62
		65600/1		CAULK - RCC RENO	\$2.81
		65613/1	264779	TOILET SEATS	\$117.24
		65633/1		SHOPS 300 SNK REPAIR PARTS	\$117.40
		65638/1		SOAP DISH-LIBRARY	\$28.13
		65654/1	264668	FASTENERS	\$3.84
		65691/1		FASTENERS	\$75.91
		65705/1	264876	PHONE CHARGER	\$20.63
				BLDG 300 MOP SINK REPAIR	\$37.53
		65714/1		IRRIGATION PARTS	\$91.00
		65725/1		PLUMBING PARTS	\$10.85
		65728/1		IRRIGATION PARTS	\$6.05
		65732/1		FLUID CLEAN UP MATERIAL	\$9.76
		65733/1		IRRIGATION PARTS	\$26.00
		65752/1	265140	IRRIGATION PARTS	\$49.00
		65756/1	264876	JANITORIAL SUPPLIES	\$17.86
		65759/1		IRRIGATION PARTS	\$5.17
		65765/1		IRRIGATION PARTS	\$6.47
		65773/1		JANITORIAL SUPPLIES	\$16.31
		65798/1		CHAIN COIL	\$13.00
		65803/1		IRRIGATION PARTS	\$4.32
		65818/1	265140	GLOVES	\$16.27
		65852/1		IRRIGATION PARTS	\$32.69
ROTO ROOTER		5479727	265148	MOP SINK-SHOPS BLDG 300	\$516.39
SPRAGUE PEST SOLUTIONS		3703095	264566	DEC 2018 MONTHLY SERVICE-FS 2	\$103.17
		3703097		DEC 2018 MONTHLY SERVICE-FS 4	\$103.17



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SPRAGUE PEST SOLUTIONS		3703098	264566	DEC 2018 MONTHLY SERVICE-RCC	\$124.89
		3729034	264889	PEST CONTROL-RFD #72	\$103.17
		3729035		PEST CONTROL-RFD #73	\$103.17
		3740154		PEST CONTROL-LIBRARY	\$179.19
STONEWAY ELECTRIC SUPPLY		S102619770.001	264568	BOMB TRUCK OUTLET - RPD	\$25.63
		S102622771.001	265044	STATION 73 FLAG LIGHT	\$151.48
		S102627175.001	264891	LED BALLAST-SHOPS 100	\$60.22
		S102635165.001	265156	OUTSIDE LIGHT-703 BLDG	\$64.14
THE DRAIN SURGEON		39708	264571	SNAKE LINE SHOPS BLDG 300	\$157.47
		39709		SNAKE LINE MAIN FS71	\$248.15
		39765		SNAKE LINE SHOPS BLDG 300	\$157.47
		39798	265045	SHOPS 300 BLDG	\$157.47
THE SHERWIN WILLIAMS CO		0708-2	264565	RCC RENO PAINT SUPPLIES	\$27.27
		0964-1	264681	ROOM 110 PAINT SUPPLIES	\$99.20
		0966-6		ROOM 110 PAINT SUPPLIES	\$10.26
		8441-1	264565	RCC RENO PAINT	\$67.43
US BANK		TXN53004033216507	264800	HAND SANITIZER,DISPENSERS	\$87.44
WA STATE DEPT OF RETIREMENT SYSTEMS		01316147	265165	EXCESS COMP-JOHNIE SAIZ	\$27,569.90
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$102.69
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$115,298.36
Division:	338	PARKS & REC - PROJECT ADMIN			
BANK OF AMERICA		TXN00042855	264930	KAYPARK REC - BIKE RACK	\$749.00
PARKS & REC - PROJECT ADMIN TOTAL ****					\$749.00
Division:	900	NON-DEPARTMENTAL			
ARBAUGH & ASSOCIATES INC		1725	264702	ARBAUGH CONTRACT FEES-DEC 18	\$1,470.00
FROST ME SWEET		CIP2018-0006	264518	COMM IMP PRGM CIP20187-006	\$10,000.00
THE OBSERVER		2443322	265046	THE OBSERVER-TRSM-DEC 18	\$339.15
TRI CITY REGIONAL CHAMBER OF COMMERCE		55702	264574	ECON GARD SPONS 2018	\$14,000.00
UPTOWN BUSINESS IMPROVEMENT DISTRICT		BLRF2018-005(2)	264576	BLRF2018-005 INV 2 (I#00046)	\$3,500.00
NON-DEPARTMENTAL TOTAL ****					\$29,309.15
GENERAL FUND Total ***					\$1,146,824.31
FUND	101	CITY STREETS			
Division:	000				
VERIZON WIRELESS		P059897	9821214469	264688	RECYCLE CREDITS STREETS FUND
					(\$137.11)
UNASSIGNED TOTAL ****					(\$137.11)
Division:	401	STREETS MAINTENANCE			
BANK OF AMERICA		TXN00042527	264930	MOUNTS LOCK AND KEY - Purchase	\$27.10
		TXN00042640		DMI DELL K-12/GOVT,LATITUDE 5	\$2,092.13
		TXN00042703		THE HOME DEPOT #4746 - Purchas	\$33.56



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042723	264930	HARBOR FREIGHT TOOLS 49 - Purc	\$65.15
		TXN00042732		STAPLES - Purchase	\$41.20
		TXN00042806		OFFICE DEPOT,COPIER PAPER STRE	\$5.75
		TXN00042885		SIDRA SOLUTIONS - intersection	\$2,216.90
		TXN00042892		INTERNATIONAL TRANSACTION -int	\$22.17
		TXN00042923		EAGLE PRINTING - Purchase	\$320.21
		TXN00042924		GRAINGER - Purchase	\$443.97
		TXN00042938		THE HOME DEPOT 4739 - Purchase	\$797.09
		TXN00042948		SEARS ROEBUCK 2329 - Purchas	\$58.63
CERIUM NETWORKS INC	P059740	I073977	264979	FREIGHT	\$12.12
	P059740			WIRELESS HARDWARE FOR CITY SHO	\$359.78
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$88.66
				CITY UTILITY BILLS/DEC 2018	\$980.95
FASTENAL COMPANY		WARIC80532	264515	5-3X9/16HCSSB-VISION CAMERA	\$18.66
		WARIC80534		SCREWS/WASHERS	\$71.97
GTP INVESTMENTS LLC	P059942	405774432	264847	BADGER MTN LEASE FOR CITY CELL	\$21.74
	P059942	405774433		BADGER MTN LEASE FOR CITY CELL	\$200.00
HERC RENTALS INC		30472274-001	264527	LIQUID PROPANE	\$40.30
		30484550-001		LIQUID PROPANE	\$79.73
METROPOLITAN TRANSPORTATION COMMISSION		4926-AR11039	264646	STREETSAVER ANNUAL SUBSCRIPTIO	\$2,500.00
TITAN TRUCK EQUIPMENT	S018131	1221415	264572	ADJUST FOR TAX	\$0.01
	S018131			DE-ICER SPRAYER INCLUDES:	\$7,416.30
	S018131			MICRO-TRAC PARTS:	\$3,609.35
TOTAL COLLISION AND INJURY CARE LLC		1197	265047	TOTAL CARE - DOT PHYSICALS	\$100.00
UNITED PARCEL SERVICE	S018175	000986641019	264686	GROUND PKG TO ECONOLITE FOR RA	\$9.05
	S018190	000986641029	264898	WEIGHT CORRECTION FOR PKG TO	\$0.50
US BANK		TXN55286954600095	264800	STEEL TUBE,GRATE,FLOOR PLATE	\$3,565.99
VERIZON WIRELESS	P059990	9820615304	265164	NASPO CELLULAR CHARGES DEC 201	\$57.53
	P059897	9821214469	264688	Wireless charges primary Dec 2	\$309.86
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$26.16
STREETS MAINTENANCE TOTAL ****					\$25,592.52
CITY STREETS Total ***					\$25,455.41

FUND 112 INDUSTRIAL DEVELOPMENT FUND

Division: 305 ECONOMIC DEVELOPMENT

ARBAUGH & ASSOCIATES INC		1725	264702	ARBAUGH CONTRACT FEES-DEC 18	\$150.00
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$239.57
DAILY JOURNAL OF COMMERCE	S018195	3343618	265101	RFQ FOR PURCHASE AND REDEVELOP	\$141.60
DEPARTMENT OF COMMERCE		CERB-1039	264834	CERB LOAN C2003-148 FERGUSON	\$51,951.98
				CERB LOAN C2003-148 FERGUSON	\$4,304.57
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$54.26



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RGW ENTERPRISES PC	P058952	12/18-ENG/DRF	264562	AMD #1 - ADDITIONAL SERVICES	\$6,245.00
	P058952	12/18-LRF ENG/DRF		AMD #1 - ADDITIONAL SERVICES	\$595.93
	P058953	12/18-PM HOURS		AMD #2 - INCREASE FEE FOR SERV	\$775.00
VISIT TRI CITIES		156835-	264689	19 TRICITIES OFFIC VISIT GDE	\$3,900.00
ECONOMIC DEVELOPMENT TOTAL ****					\$68,357.91
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
BOYD'S TREE SERVICE LLC		6767	265077	2018 RETENTION	\$332.28
CHICAGO TITLE INSURANCE COMPANY		62241900009-1	264822	SUB GUARANTEE - KINGSGATE	\$380.10
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$95.43
		2019-000056	264824	SHORT PLAT APPLICATION	\$420.00
PERMIT SURVEYING INC		17159-8.INV	264558	LOGSTON RELINQUISHMENT	\$8,055.00
		18119-3.INV		POLAR WAY TOPO	\$450.00
		18148-1.INV		WHECO - BLA	\$1,665.00
RGW ENTERPRISES PC	P058952	12/18-LRF ENG/DRF	264562	ENGINEERING RELATED TO LAND SA	\$629.07
VALBRIDGE PROPERTY ADVISORS		WA03-18-0496-000a	264578	SSR REP-SHILO AJG 18724-S38a	\$550.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$12,576.88
INDUSTRIAL DEVELOPMENT FUND Total ***					\$80,934.79
FUND	117	PUBLIC SAFETY SALES TAX			
Division:	131	PSST POLICE ACTIVITY			
BANK OF AMERICA		TXN00042520	264930	GRAPHICS TICKETS SYSTEMS - THE	\$209.00
		TXN00042528		BIG 5 SPORTING GOODS 293 - ACA	\$158.51
		TXN00042530		FS TechSmith - SNAGIT MAINTEN	\$59.36
		TXN00042547		Amazon.com M08YV9BY0 - STORAGE	\$16.38
		TXN00042549		AMZN Mktp US M02TD9B42 - WIREL	\$491.76
		TXN00042558		BEST BUY 00005900 - CAMER	\$358.37
		TXN00042574		COSTCO WHSE #0486 - CAMERA	\$542.99
		TXN00042575		COSTCO WHSE #0486 - PRINTER	\$325.79
		TXN00042588		AMZN Mktp US M05FU4DZ1 - UNIFO	\$60.88
		TXN00042608		BEST BUY - LAPTOPS SRO	\$1,096.82
		TXN00042625		Amazon.com - CHAIRS	\$457.66
		TXN00042644		AMZN Mktp US M05193S10 - EARPH	\$27.14
		TXN00042659		AMZN Mktp US M09082D92 - PRIVA	\$1,312.41
		TXN00042688		Amazon.com M08L55UW0 - STORAGE	\$8.56
		TXN00042691		Amazon.com M09MY52R2 - CAMERA	\$340.79
		TXN00042695		BESTBUYCOM805595185738 - CAMER	\$184.61
		TXN00042698		Amazon.com M08ZQ2U70 - BENCH S	\$596.43
		TXN00042735		COSTCO WHSE #0486 - IPADS	\$1,455.22
		TXN00042736		AMZN Mktp US M25KD9OH1 - STABI	\$351.78
		TXN00042814		ZAGG INC - IPAD CASE	\$390.93



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042891	264930	AMZN Mktp US M22163H81 - FOAM	\$111.86
		TXN00042908		WALMART.COM 8009666546 - URINE	\$33.68
		TXN00042915		B&H PHOTO - BINOCULARS / FLASH	\$369.23
		TXN00042962		SPORTSMANS WAREHOUSE 207 - TRI	\$325.80
CITY OF KENNEWICK		013768	265088	BIPIN COMP SUPPRT MNT-1ST QTR	\$45,537.26
		013777		METRO CONTRIBUTION FY18-19	\$2,875.00
DOOLEY ENTERPRISES INC	P059929	56053	265105	RA223R2Y 223 64GR RANGER	\$3,266.47
PUBLIC SAFETY TESTING INC		2018-8927	264771	4TH QTR 2018 SUBSCRIPTION FEES	\$424.00
US BANK		TXN47898000519590	264800	IPAD PRO	\$727.61
		TXN50100915550570		THUMB DRIVES	\$308.91
		TXN53100015906315		THUMB DRIVES	\$755.99
		TXN53100089528896		THUMB DRIVES	\$311.77
WA STATE CRIMINAL JUSTICE TRAINING		201131691	264691	BLEA-SHEPPARD	\$3,187.00
PSST POLICE ACTIVITY TOTAL ****					\$66,679.97
PUBLIC SAFETY SALES TAX Total ***					\$66,679.97
FUND 150	HOTEL/MOTEL FUND				
Division:	307	HOTEL/MOTEL TAX			
TRI CITIES VISITOR & CONVENTION BUREAU		156406-	265063	TCVCB MONTHLY DUES-DEC 18	\$19,134.14
HOTEL/MOTEL TAX TOTAL ****					\$19,134.14
HOTEL/MOTEL FUND Total ***					\$19,134.14
FUND 151	SPECIAL LODGING ASSESSMENT				
Division:	339	TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		DECEMBER 2018-	265063	SPECIAL LODGING ACCESS DEC 18	\$51,511.74
TOURISM PROMOTION AREA TOTAL ****					\$51,511.74
SPECIAL LODGING ASSESSMENT Total ***					\$51,511.74
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	308	CDBG PROGRAM			
ELIJAH FAMILY HOMES		916	265004	TRANSITION TO SUCCESS #01-18	\$1,751.59
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$6.83
CDBG PROGRAM TOTAL ****					\$1,758.42
COMMUNITY DEV BLOCK GRANT Total ***					\$1,758.42
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
CITY OF PASCO		18-4	264982	PASCO HOME DPA 10/1-12/30/2018	\$248.46
				PASCO HOME DPA 10/1-12/30/2018	\$1,468.13
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$6.83



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HOME PROGRAM TOTAL ****					\$1,723.42
HOME FUND Total ***					\$1,723.42
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	000				
PREMIER EXCAVATION INC	P057515	C27-17/PMT 11-F	264559	RETAINAGE	(\$6,529.16)
UNASSIGNED TOTAL ****					(\$6,529.16)
Division:	402	ARTERIAL STREETS			
ABADAN INC		AR48901	264810	SWIFT IMPROVEMENTS	\$61.25
ANDERSON HEIGHTS DEVELOPMENT LLC		Q4 2018	264699	TRAFFIC IMPACT FEES Q4 2018	\$617.72
BERGER ABAM ENGINEERS INC	S054546	325422	264970	CO #4 - CONSTRUCTION SUPPORT	\$32,327.79
CITY OF RICHLAND		12/2018-8	264718	#8 HENDERSON LOOP COMPOST	\$4,150.50
CULBERT CONSTRUCTION INC	P059667	1317-18/PMT 1	264997	SWIFT BLVD CORRIDOR IMPROVEMEN	\$93,169.16
	P059082	C109-18/PMT 7	264511	QUEENSGATE/COLUMBIA PARK TRAIL	\$14,630.84
		C109-18/PMT 8	265100	QUEENSGATE/COLUMBIA PARK TRAIL	\$27,126.90
DREAM BUILDERS LLC		Q4 2018	264736	TRAFFIC IMPACT FEES Q4 2018	\$514.77
IMT INC	P059084	10391	264744	DUPORTAIL BRIDGE - 2018 MATERI	\$2,673.00
JUB ENGINEERS INC	P059006	0122142	264529	DUPORTAIL BRIDGE - CNST ENG FO	\$600.97
PAHLISCH HOMES AT WESTCLIFFE HEIGHTS, LLC		Q4 2018	264765	TRAFFIC IMPACT FEES Q4 2018	\$1,153.08
PREMIER EXCAVATION INC	P057515	C27-17/PMT 11-F	264559	CO #4 - EXTRA EXCAVATION FOR W	\$1,336.73
	P057515			CO #5 - CEMENT CONCRETE TRAFFI	\$6,242.23
	P057515			LRF - LOGAN STREET/HAGEN ROAD	\$1,014.95
	P057515			CO #7 - MULCH 3" DEPTH, WEEK	\$46,901.39
	P057515			CO #6 - ADDITIONAL HERBICIDES,	\$75,087.92
RHIZA A+D ARCHITECUTURE + DESIGN	P059102	18-QRPA-05	265031	QUEENSGATE/COLUMBIA PARK TRAIL	\$16,000.00
RICHLAND 132, LLC		C375-18/PMT 1	264778	C375-18/PMT1 PER AGREEMENT	\$40,000.00
				TRAFFIC IMPACT FEES 4TH QTR 18	\$1,508.26
SHANNON & WILSON INC		105168	265038	MITIGATION/OBSERV C248-15	\$2,089.33
		105169		C248-15(3) TASK 8	\$240.00
WA STATE DEPT OF TRANSPORTATION		12374	264804	DUPORTAIL BRIDGE-EEOMBE 11/18	\$795.84
	P058735	RE313ATB81217029	264579	SR 240/KINGSGATE TRAFFIC SIGNA	\$9,101.39
	P058911	RE313ATB81217070		JADWIN APPROACH SLAB REPLACEME	\$5,557.04
	P057759	RE-313-ATB9011401	265057	CO #1 - I-182/QUEENSGATE	\$35,215.19
		RE-313-ATB9011412		DUPORTAIL BRIDGE - EEOMBE 8/18	\$1,725.19
WESTCLIFFE LLC		Q418 LATECOMER	264807	TRAFFIC IMPACT FEES Q4 2018	\$3,858.17
ARTERIAL STREETS TOTAL ****					\$423,699.61
STREETS CAPITAL CONSTRUCTION Total ***					\$417,170.45
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042526	264930	ACE - COL PT IRR VAULT PARTS	\$66.84
		TXN00042781		GRAINGER - AUGER BIT - GOETHAL	\$68.28
BEAVER BARK & ROCK		926431	264497	CONCRETE GOETHALS PARK	\$199.80
BOYD'S TREE SERVICE LLC		6767	265077	2018 RETENTION	\$854.99
HARRINGTON'S TROPHIES		79021	265007	PARK BENCH PLAQUE	\$9.77
HERC RENTALS INC		30489496-001	264527	EXCAVATOR-GOETHALS PARK	\$348.61
		30508580-002	265111	BOOM-GOETHALS PARK	\$380.10
MCDONALD'S & ASSOCIATES INC		12/19/18	264538	TOPSOIL-TREE REMOVAL	\$157.47
PREMIER LANDSCAPING & DESIGN	P059538	CO-1727202/RETAIN	264871	REPLACE DIVE TILES AT GEORGE P	\$482.39
RICHLAND ACE HARDWARE		65751/1	264876	TREE REMOVAL	\$46.82
WILDWOOD PLAYGROUNDS NW		10142	264586	100 CU YDS SURFACE MAX	\$3,877.02
PARKS & REC PROJECTS TOTAL ****					\$6,492.09
PARK PROJECT CONSTRUCTION Total ***					\$6,492.09
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	000				
LEONE & KEEBLE INC		16-292 ESCROW #22	265015	11027513-RICHLAND CITY HALL	\$31,580.04
UNASSIGNED TOTAL ****					\$31,580.04
Division:	900	NON-DEPARTMENTAL			
BANK OF AMERICA		TXN00042537	264930	BEST BUY - NEW CITY HALL TV'S	\$3,952.94
		TXN00042848		STONE SOUP - NEW CITY HALL MEE	\$28.16
		TXN00042856		LOGMEIN GOTOMEETING - NEW CITY	\$31.50
HILL INTERNATIONAL INC	P056666	0000031	265008	DESIGN-BUILD OVERSIGHT SERVICE	\$951.44
ROGERS SURVEYING INC PS		40218-1	265037	PARCEL 1-1598-102-0400-054	\$2,353.07
TRI CITY HERALD		ACCT450543	264796	BID18-0082 FIRE PRF/003997400	\$103.84
NON-DEPARTMENTAL TOTAL ****					\$7,420.95
GENERAL GOVT CONSTRUCTION Total ***					\$39,000.99
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ANIXTER INC	P059500	3995749-00	264700	XFMR,PAD,3-PH 75 KVA, 208Y/120	\$15,492.88
	P059500			XFMR,PAD,3-PH 112 KVA 208Y/120	\$23,851.82
	P059555	4013025-00	264494	XFMR,PAD,1-PH 100 KVA, 240/120	\$3,482.80
	P059555	4013025-04		XFMR,PAD,1-PH 50 KVA, 240/120,	\$26,080.29
	P059555			XFMR,PAD,1-PH 167 KVA, 240/120	\$29,478.38
	P059555	4013025-05		XFMR,PAD,1-PH 50 KVA, 240/120,	\$24,341.60
	P059555	4013025-06		XFMR,PAD,1-PH 50 KVA, 240/120,	\$15,648.17
	P059555	4013025-07		XFMR,PAD,1-PH 50 KVA, 240/120,	\$19,125.55
	P059645	4056151-05	264700	SLEEVE, COPPER 4/0 - 500 MCM,	\$65.03
	P059825	4091702-00	264812	TERMINAL, 1000 2-HOLE PADDLE	\$280.84



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GENERAL PACIFIC INC	P059824	1324319	264843	REDUCER/ADAPTER, UTILCO PTF	\$268.79
	P059824			CONN, CT UTILCO PED 4-350,	\$172.54
	P059824	1324706		TERMINAL, XFMR 8 COND 350-10,	\$349.65
H2 PRE-CAST INC	P059845	141834	264742	VAULT COVER V29, 2 STL LID,	\$2,172.00
VERIZON WIRELESS	P059897	9821214469	264688	RECYCLE CREDITS ELECTRIC FUND	(\$461.17)
TOTAL ****					\$160,349.17
Division:	501	BUSINESS SERVICES			
ARBAUGH & ASSOCIATES INC		1725	264702	ARBAUGH CONTRACT FEES-DEC 18	\$840.00
BANK OF AMERICA		TXN00042522	264930	ELENCO - rplcmnt parts for ebl	\$12.75
		TXN00042592		NEW CITY CLEANERS - DryClean T	\$54.30
		TXN00042686		WM SUPERCENTER-WATER AMI	\$10.82
		TXN00042708		STARBUCKS-COFFEE AMI	\$36.82
		TXN00042709		AMZN - assorted greeting cards	\$36.73
		TXN00042799		PLANNER PADS - 2019 Planner -	\$36.48
		TXN00042819		LOGMEIN GOTOMEETING - Purchase	\$20.64
		TXN00042895		NWPPA - 2019 Learning on Deman	\$750.00
		TXN00042917		SKILLPATH - Admin Conf Reg/BS	\$199.00
		TXN00042934		NWPPA - E&O Conf/Trade Show Re	\$595.00
		TXN00042947		TRI-CITY REGIONAL CHAMBER - WO	\$258.00
CABLE HUSTON BENEDICT HAAGENSEN & LLOYD LLP		83677	264976	CONTRACT NO. 145-15 TASK NO. 6	\$395.40
		83678		CONTRACT NO. 145-15 TASK NO. 6	\$2,740.00
		83679		CONTRACT NO. 145-15 TASK NO. 6	\$1,625.00
		83719		CONTRACT NO. 145-15 TASK NO. 6	\$2,112.50
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$739.31
		19-005 WHITNEY-	264823	19-005 PPC MEETING 1/9-10	\$487.86
NORTHWEST REQUIREMENTS UTILITIES INC		1869	264866	2019 NW RIVER PARTNERS SUPPORT	\$10,550.00
		1916		2019 NRU MEMBERSHIP DUES	\$52,681.00
NW INTERGOVERNMENTAL ENERGY SUPPLY		484	264867	2019 NIES ADM ASSESSMENTS	\$43,678.00
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$3.04
				POSTAGE 10/1-12/31/18	\$57.73
PUBLIC POWER COUNCIL INC		2019-56	264873	PPC 2019 ANNUAL DUES	\$34,794.00
PURYEAR, AMY		123118	264772	REIMB 2018 MILEAGE	\$42.67
UNITED PARCEL SERVICE	S018175	000986641019	264686	GROUND PKG TO ITRON SERVICE CE	\$5.12
	S018190	000986641029	264898	GROUND PKG TO HJ ARNETT FOR PO	\$6.12
	S018197	000986641039	265162	WEIGHT CORRECTION FOR PKG TO I	\$0.30
	S018197			2 GROUND PKGS TO ITRON FOR SYS	\$9.08
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$132.10
WATER SOLUTIONS INC		20300	264901	3 WTR MACHINES - JAN 2019	\$30.97
WHITNEY, CLINT		19-005 WHITNEY	264904	19-005 PPC MEETING 1/9-10	\$15.19
XEROX CORPORATION	P058645	095659518	265061	XEROX LEASES FOR 2018: WORK CE	\$234.53



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION	P058645	095659519	265061	XEROX LEASES FOR 2018: WORK CE	\$318.74
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$108.14
				TELEPHONE CHARGES 1/01-1/31/19	\$132.06
				TELEPHONE CHARGES 1/01-1/31/19	\$126.23
				TELEPHONE CHARGES 1/01-1/31/19	\$56.34
				TELEPHONE CHARGES 1/01-1/31/19	\$57.57
BUSINESS SERVICES TOTAL ****					\$153,989.54
Division:	502	ELECTRICAL ENGINEERING			
AVANTECH INC	P059745	18-3202	264496	GREG O'NEIL, ELECTRICAL DESIGN	\$2,304.00
	P059745	18-3222	264816	GREG O'NEIL, ELECTRICAL DESIGN	\$3,686.40
BANK OF AMERICA		TXN00042646	264930	FRED-MEYER - greeting card	\$4.33
		TXN00042713		STAPLES - Pens/calculator/tape	\$64.25
		TXN00042853		DELL,LG LED MONITORS	\$3,313.65
COMMONWEALTH ASSOCIATES INC	P058238	0055624	264726	TASK 4: FACILITY INSPECTIONS A	\$2,135.00
	P058238	0055625		TASK 4: FACILITY INSPECTIONS A	\$776.50
	P058238	0055763		TASK 4: FACILITY INSPECTIONS A	\$4,680.00
	P058238	0055764		TASK 7: BENCHMARKING UNIT COST	\$3,121.50
	P058238	0055765		TASK 7: BENCHMARKING UNIT COST	\$8,387.00
GEORGIA INSTITUTE OF TECHNOLOGY	P059052	702646	264522	CABLE QUALITY TESTING SERVICE	\$727.68
ISS-WONDERWARE	P059921	SIN003930	264852	SOFTWARE RENEWAL, WONDERWARE	\$8,333.34
RESOURCE ASSOCIATES INTL		2018-11-4	264667	2019 HOSTING FEES AND MAINTENA	\$12,000.00
VERIZON WIRELESS	P059990	9820615304	265164	NASPO CELLULAR CHARGES DEC 201	\$117.80
	P059897	9821214469	264688	Wireless charges primary Dec 2	\$446.66
ELECTRICAL ENGINEERING TOTAL ****					\$50,098.11
Division:	503	POWER OPERATIONS			
AMERICAN ROCK PRODUCTS INC		394909	264926	5/8" MINUS TOP COURSE	\$74.61
BANK OF AMERICA		TXN00042519	264930	Amazon.com-ERG ICE CLEATS	\$34.64
		TXN00042569		FLOWER SHOP-CONDOLANCE FLWRS	\$88.47
		TXN00042579		STERLINGS- CO F161090	\$121.57
		TXN00042610		TST HOPS N DROPS-HO F161012	\$42.95
		TXN00042685		STERLINGS-CO F180031	\$85.68
		TXN00042742		DENNY'S-CO F161090	\$85.81
		TXN00042798		BOBS BURGERS BREW -SHR VLUS	\$600.00
		TXN00042802		OFFICE DEPOT-PENS, NT PDS, WIT	\$116.27
		TXN00042804		WM SUPERCENTER-COFFEE, CUPS	\$23.97
		TXN00042806		OFFICE DEPOT,COPIER PAPER ENER	\$40.22
		TXN00042818		AMZN MktP-SOLR LAMP, BATTERY,	\$125.57
		TXN00042844		STERLINGS-CO F161090	\$143.60
		TXN00042857		SHOGUN TERIYAKI-CO F161090	\$57.94
		TXN00042907		OFFICE DEPOT-DESKTP CALENDARS	\$67.78



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042944	264930	AMZN Mktp- KWIK SAFTY LANYARD	\$97.71
		TXN00042964		OFFICE DEPOT-CREDIT	(\$37.43)
		TXN00042965		FIESTA MEXICAN-CO F161090	\$46.97
		TXN00042986		DENNY'S-CO F180035	\$97.74
BC SALES CO INC		B444367	265072	SAFETY GLASS-STUDDARD	\$60.71
BEAVER BARK & ROCK		923026	264707	SOIL,DIRT FILL	\$1,563.84
BENTON PUD	P059975	2357	265075	SAFETY TRAINING PER CONTRACT	\$2,875.00
	P058658	2360	264817	PRE-NOTIFICATION SERVICES FOR	\$618.17
BOYD'S TREE SERVICE LLC	P058846	6752	264709	TREE PRUNING AND VEGETATION MG	\$617.50
	P058846	6762	264974	TREE PRUNING AND VEGETATION MG	\$17,332.77
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$172.54
				CITY UTILITY BILLS/DEC 2018	\$2,874.66
		12/2018-1901	264718	#1901 DROP BOX DISP/HAULING	\$1,079.74
		12/2018-28		#28 LANDFILL FEES	\$151.26
				#28 LANDFILL FEES	\$51.26
FASTENAL COMPANY		WARIC80974	265108	SAFETY GLASS-COBB	\$95.51
GENERAL PACIFIC INC	S018109	1324530	264520	HENDRIX #HPI-15TVP INSULATOR P	\$836.65
GRAINGER		7064073856	264524	WAREHOUSE SUPPLIES 12/16-12/31	\$95.57
	S018192	9045501161	264845	CORDLESS ROTARY HAMMER ITEM #4	\$396.33
	S018192	9049817084		SDS ROTARY HAMMER ITEM #44YX78	\$629.76
	S018192	9050059782		CLAMP METER ITEM #6FXH7	\$282.35
	S018192	9050059790		CREDIT RETURN ROTARY HAMMER #4	(\$396.33)
	S018192	9054012951		KNEELING PAD ITEM #2HNV9	\$152.02
PARADISE BOTTLED WATER CO		12/18-POWER OPS	264766	BOTTLED WATER-DECEMBER	\$44.51
PARAMOUNT COMMUNICATIONS INC	P059069	34751	265025	LYNNWOOD TERRACE - SCHEDULE C	\$120,288.62
	P059069			CANYON TERRACE PH 1 - SCHEDULE	\$26,444.10
RICHLAND ACE HARDWARE		216854/2	265140	EXT CORD, PROPANE	\$44.06
		216857/2		EXT CORD CREDIT	(\$4.98)
		216858/2		WHT EXT CORD	\$10.41
		216878/2		PPR TWL HOLDER,CLIP	\$20.36
TOTAL COLLISION AND INJURY CARE LLC		1197	265047	TOTAL CARE - DOT PHYSICALS	\$200.00
		1506		TOTAL CARE - DOT PHYSICALS	\$100.00
		1536	265159	TOTAL CARE - DOT PHYSICALS	\$200.00
TYNDALE ENTERPRISES INC		1650568	265052	FIRE RETARDANT CLOTHING-2018	\$1,483.26
UNITED PARCEL SERVICE	S018175	000986641019	264686	3 GROUND PKGS TO HJ ARNETT FOR	\$19.16
US BANK		TXN42034795068607	264800	50 MIL VULKO WRAP	\$435.49
VERIZON WIRELESS	P059990	9820615304	265164	NASPO CELLULAR CHARGES DEC 201	\$172.59
	P059897	9821214469	264688	Wireless charges primary Dec 2	\$303.29

POWER OPERATIONS TOTAL ****

\$181,164.25

Division: 504 SYSTEMS DIVISION

ANIXTER INC	S018137	4087682-00	264700	SURGE ARRESTER, POLYMER HOUSED	\$3,587.06
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City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042538	264930	THE HOME DEPOT-HEATER	\$43.41
		TXN00042658		THE HOME DEPOT-LADRS, TOOLS, T	\$3,369.03
		TXN00042774		WM SUPERCENTER-DISTILLED WTR	\$5.10
		TXN00042788		OFFICE DEPOT-MECH PENCILS	\$52.54
		TXN00042798		BOBS BURGERS BREW -SHR VLUS	\$275.00
		TXN00042860		CABLE WHOLESALE.COM,FIBER OPTI	\$963.50
		TXN00042939		AMZN Mktp-PAPER	\$60.78
BLUEROOM		2931986	264973	2018 POL SERVICE-1032 UNIVERSI	\$82.00
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$1,568.26
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-603584	265096	PVC BELL END	\$6.09
ITRON INC		504841	264627	ITRON Software Mntnc Annual Rn	\$10,121.50
OXARC INC		30547281	264763	CYL NITROGEN	\$41.65
PLATT ELECTRIC SUPPLY		U160997	265138	BREAKER 120/240	\$12.61
		U166057		WIRE CONCTR, NUT	\$21.02
		U180957		LIQUIDTIGHT CONDUIT 50FT	\$66.68
RICHLAND ACE HARDWARE		216852/2	265140	FASTENERS	\$12.38
		216876/2		PLUNGER	\$9.33
SD MYERS LLC		788794	265149	CRITICALPAC #4000	\$210.00
STEEBER'S LOCK SERVICE		099961	264567	5 DUPLICATE KEYS	\$15.48
STONEWAY ELECTRIC SUPPLY		S102625130.001	264793	SCREWS	\$62.67
		S102625477.001	264679	100A BURIAL POST	\$476.84
		S102626184.001		600V CORD SPOOL	\$526.71
		S102626325.001		THERMOSTAT	\$21.18
US BANK		TXN38457900037683	264800	ZUMLINK RADIOS	\$2,967.17
UTILITIES UNDERGROUND LOCATION CENTER		8120220	264577	LOCATE SERVICE - DEC 2018	\$217.69
UTILIWORKS CONSULTING LLC	P056517	5431	265055	SMART GRID PROJECT PHASE 2,	\$2,487.92
	P056517			TRAVEL EXPENSES FOR CONTRACT 3	\$6,486.08
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$268.16
WILBUR ELLIS COMPANY	S018182	12367711	265167	ESPLANADE 2.5 GAL	\$3,198.57
	S018182	12368704		MILESTONE 2.5 GAL	\$752.06
SYSTEMS DIVISION TOTAL ****					\$37,988.47
Division:	505	ENERGY POLICY MGMT			
BANK OF AMERICA		TXN00042816	264930	Benton County Auditor - Lien R	\$1,928.03
BENTON PUD		12/18-30228005	264500	ELEC SVC 11/22/18-12/22/18	\$901.40
BOB RHODES HEATING & A/C INC		098618	264708	4151 COBBLESTONE - REBATE - HP	\$1,000.00
		099293		1109 BIRCH - REBATE - HP	\$1,000.00
CALBOM & SCHWAB LAW GROUP PLLC		ES11540FY20190016	264977	CITY UTILITY BILLS/DEC 2018	\$1,996.00
CITY OF RICHLAND		200920	265092	1108 BIRCH-REBATE-HP	\$1,000.00
		210300		1105 COTTONWOOD-REBATE-HP	\$1,000.00
		210360	264985	1111 COTTONWOOD-REB-INS/WIN/HP	\$1,000.00
DAYCO HEATING & AIR		74837	264733	1321 SANFORD - REBATE - HP	\$1,000.00



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DELTA HEATING & COOLING INC		25823	264734	2713 GLEN - REBATE - HP	\$1,000.00
		25829	264999	921 SANFORD - REBATE-HP	\$1,000.00
		25835	264734	1332 SACRAMENTO - REBATE - HP	\$1,000.00
		25836	264999	906 CHESTNUT - REBATE-HP	\$1,000.00
		25837		323 THAYER-REBATE-HP	\$1,000.00
EFFICIENCY SOLUTIONS LLC	P058718	11-18 58718	264514	COMMERCIAL ENERGY EFFICIENCY	\$4,119.50
	P058402	12-18 58402	265003	LOAD FORECAST AND INTEGRATED	\$1,551.50
	P058718	12-18-58718		COMMERCIAL ENERGY EFFICIENCY	\$4,066.00
ENERGY INCENTIVES INC	P058717	CORDEC2018	265005	RESIDENTIAL ENERGY EFFICIENCY	\$1,950.00
	P058717	CORNOV2018		RESIDENTIAL ENERGY EFFICIENCY	\$2,470.00
GLASS NOOK INC		83377	264741	1317 SANFORD - REBATE - WINDOW	\$337.59
HUMINSKYS HEATING & COOLING	P059842	003126	265112	WEATHERWISE LOAN: PLAGER, 1105	\$9,882.60
LAMB WESTON - RICHLAND		ES11540FY20180058	265013	2013 SAINT ST REBATE-CUST PROJ	\$35,033.74
M CAMPBELL & COMPANY INC		232940	265017	1508 NACHES-REBATE-HP	\$1,000.00
		233479	264754	2631 THOROUGHbred - REBATE-HP	\$1,000.00
		233590	265017	112 FAIRWOOD-REBATE-HP	\$1,000.00
SMITH INSULATION INC		14337-COFR	264788	125 PINIONWOOD-REBATE-INSULATE	\$252.00
TOTAL ENERGY MANAGEMENT INC	P059927	59298LOAN	265160	WEATHERWISE LOAN: RICE, 1108	\$9,339.60
TRANS UNION LLC		12802018	264794	CREDIT REPORTS-DECEMBER	\$48.87
ENERGY POLICY MGMT TOTAL ****					\$87,876.83
Division:	506	TECHNICAL SERVICES			
BANK OF AMERICA		TXN00042798	264930	BOBS BURGERS BREW -SHR VLUS	\$125.00
		TXN00042887		IMSA-RAMSEY RENEWAL FEE	\$100.00
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$1,278.26
FASTENAL COMPANY		WARIC80681	264738	RATCHETS, SOCKETS	\$99.75
GTP INVESTMENTS LLC	P059942	405774432	264847	BADGER MTN LEASE FOR CITY CELL	\$67.94
	P059942	405774433		BADGER MTN LEASE FOR CITY CELL	\$625.00
RICHLAND ACE HARDWARE		216849/2	265140	CLEAN BRUSH,DIST.WATER	\$21.90
RICHLAND NAPA		426954	265141	SILICONE	\$5.83
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$272.04
TECHNICAL SERVICES TOTAL ****					\$2,595.72
ELECTRIC UTILITY FUND Total ***					\$674,062.09
FUND	402	WATER UTILITY FUND			
Division:	000				
CORE & MAIN LP	P059805	J933454	264995	METER, ADAPTER 3/4" X 1" METER	\$4,368.33
	P059794	J966567	264510	TYLER BOX 16" EXTENSION, 6500	\$247.83
	P059794			ADJUST TAX	(\$0.01)
CULBERT CONSTRUCTION		18-00733	264730	HYDRANT METER REFUND	\$750.00
FERGUSON WATERWORKS	P059865	0725885	264517	BRASS BUSHING 1" X 3/4" PIPE	\$41.05



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FERGUSON WATERWORKS	P059865	0725885	264517	BRASS BUSHING 2" X 1" PIPE	\$408.99
	P059865			BRASS BUSHING 1-1/4" X 1" PIPE	\$116.64
INGREDION INCORPORATED		18-02456	264745	WATER USAGE	(\$1.90)
				MONTHLY RENTAL	(\$30.00)
				HYDRANT METER REFUND	\$750.00
NATIONAL METER & AUTOMATION	S018143	S1108545.005	264544	WATER METER BRONZE DISC 1-1/2"	\$5,529.74
	S018143			WATER METER BRONZE DISC, 2",	\$13,985.86
	S018143			ADJUST TAX	(\$0.01)
POW CONTRACTING		C58-17/RETAINAGE	265027	HR IRR INTAKE RESCREEN RETAIN	\$49,017.99
SHOEMAKER EXCAVATION INC		18-02307	264787	HYDRANT METER REFUND	\$750.00
VERIZON WIRELESS	P059897	9821214469	264688	RECYCLE CREDITS WATER FUND	(\$186.96)
UNASSIGNED TOTAL ****					\$75,747.55
Division:	410	WATER CAPITAL PROJECTS			
ARCHITECTS WEST INC	P059615	10050	264703	WTP CURTAIN WALL REPLACEMENT -	\$11,180.00
DAILY JOURNAL OF COMMERCE	S018168	3343203	264512	CALL FOR BID IRRIGATION MATERI	\$140.30
RH2 ENGINEERING INC	P059490	71870	265030	WTP INTAKE SCREEN UPGRADE: 22	\$2,455.60
	P059490	72108		WTP INTAKE SCREEN UPGRADE: 22	\$2,668.10
TRI CITY HERALD		ACCT450543	264796	BID18-0150IRRGMAT HR/004005674	\$113.50
WATER CAPITAL PROJECTS TOTAL ****					\$16,557.50
Division:	411	WATER ADMINISTRATION			
ARBAUGH & ASSOCIATES INC		1725	264702	ARBAUGH CONTRACT FEES-DEC 18	\$540.00
PAHLISCH HOMES AT WESTCLIFFE HEIGHTS, LLC		174-18	264550	WATER OVERSIZING/REIMB AGRMT	\$194,575.86
RH2 ENGINEERING INC		72107	264777	WATER MODELING - DEC 2018	\$1,226.93
WATER ADMINISTRATION TOTAL ****					\$196,342.79
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC		12-934962000	264701	LINEN CHARGE FOR DECEMBER 2018	\$43.44
BANK OF AMERICA		TXN00042661	264930	THE HOME DEPOT 4746 - Purchase	\$799.30
		TXN00042687		SUPPLYHOUSE - WTP HEAT PUMP PA	\$71.95
		TXN00042950		OFFICE DEPOT #5125 - Purchase	\$11.66
		TXN00042959		OFFICE DEPOT #1078 - Purchase	\$12.48
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$39,664.97
COLUMBIA ELECTRIC SUPPLY		5858-419360	264504	TECH CONNECT SOFTWARE-TAX ONLY	\$52.46
CORRECT EQUIPMENT INC	S018154	38538	264996	FREIGHT	\$292.00
	S018154			CHLORINATION TABLETS, 55LB PAI	\$5,755.20
GRAINGER	S018192	9049962997	264845	FLOWMETER ITEM #2KTX1	\$123.59
	S018192	9051036953		FLOWMETER ITEM #2KTX1	\$432.55
	S018192	9051833631		FLOWMETER ITEM #2KTX1	\$61.79
	S018192	9057749898		ABRASIVE ROLL ITEM #3DV32	\$343.98
GTP INVESTMENTS LLC	P059942	405774432	264847	BADGER MTN LEASE FOR CITY CELL	\$57.08
	P059942	405774433		BADGER MTN LEASE FOR CITY CELL	\$525.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ISS-WONDERWARE	P059921	SIN003930	264852	SOFTWARE RENEWAL, WONDERWARE	\$2,801.26
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$76.14
RICHLAND NAPA		426154	264543	CLEANER/AIRFRESH	\$11.27
UNITED PARCEL SERVICE	S018175	000986641019	264686	WEIGHT CORRECTION FOR PKG TO W	\$1.71
	S018197	000986641039	265162	GROUND PKG TO HACH FOR WATER O	\$40.50
	S018197			WEIGHT CORRECTION FOR PKG TO H	\$3.45
US BANK		TXN41018031321096	264800	SEAL KIT, BEARINGS	\$1,715.00
VERIZON WIRELESS	P059990	9820615304	265164	NASPO CELLULAR CHARGES DEC 201	\$57.53
	P059897	9821214469	264688	Wireless charges primary Dec 2	\$190.40
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$66.07
WATER OPERATIONS TOTAL ****					\$53,210.78
Division:	413	WATER MAINTENANCE			
AT&T WIRELESS		12/18 28724328888	264704	287243288881 11/27/18-12/26/18	\$59.51
BANK OF AMERICA		TXN00042485	264930	AWWA.ORG - Purchase	\$86.50
		TXN00042540		THE HOME DEPOT #4746 - Purchas	\$7.78
		TXN00042806		OFFICE DEPOT,COPIER PAPER WATE	\$48.27
		TXN00042930		HARBOR FREIGHT TOOLS 49 - Purc	\$143.76
		TXN00042960		HARBOR FREIGHT TOOLS 49 - Purc	\$54.26
		TXN00042980		BATTERIES PLUS #0250 - Purchas	\$91.06
BEAVER BARK & ROCK		927065	264595	CONCRETE	\$119.44
		927367		CONCRETE	\$36.11
				CONCRETE	\$72.21
				CONCRETE	\$180.53
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$49.78
				CITY UTILITY BILLS/DEC 2018	\$54.63
				CITY UTILITY BILLS/DEC 2018	\$69.10
				CITY UTILITY BILLS/DEC 2018	\$36.25
				CITY UTILITY BILLS/DEC 2018	\$898.24
				CITY UTILITY BILLS/DEC 2018	\$4.47
				CITY UTILITY BILLS/DEC 2018	\$184.73
FASTENAL COMPANY		WARIC80301	264515	HEX CAP SCREWS/BOLTS/NUTS	\$8.41
		WARIC80352		HEX CAP SCREW	\$11.71
IWATER, INC	P059938	8296	264853	INFRAMAP ANNUAL MAINTENANCE, T	\$1,000.00
MOTION INDUSTRIES INC		WA05-396770	264542	SILICON 156	\$17.90
OXARC INC		30498252	265024	CO2	\$31.06
PASCO MACHINE COMPANY INC		93244	264555	MACHINE WRK IMPELLERS	\$1,342.57
US BANK		TXN39014000090043	264800	ICE CLEATS	\$15.45
		TXN40894355795572		RAMMER W/HONDA ENGINE	\$3,088.00
		TXN51018028183969		REBUILD KIT, BEARING	\$954.00
UTILITIES UNDERGROUND LOCATION CENTER		8120220	264577	LOCATE SERVICE - DEC 2018	\$36.28
VERIZON WIRELESS	P059990	9820615304	265164	NASPO CELLULAR CHARGES DEC 201	\$57.53



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$422.84
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$20.74
WATER MAINTENANCE TOTAL ****					\$9,203.12
WATER UTILITY FUND Total ***					\$351,061.74
FUND 403	WASTEWATER UTILITY FUND				
Division:	000				
VERIZON WIRELESS	P059897	9821214469	264688	RECYCLE CREDITS WASTE WATER FU	(\$162.03)
UNASSIGNED TOTAL ****					(\$162.03)
Division:	420	SEWER ADMINISTRATION			
GRAY & OSBORNE INC	P058441	11 17069.00	264526	CO #1 - 2018 BUDGET TO FULFILL	\$1,634.47
SEWER ADMINISTRATION TOTAL ****					\$1,634.47
Division:	421	SEWER CAPITAL PROJECTS			
ABADAN INC		AR47026	264491	WTR FRONT LIFT STATION	\$226.87
CONLEY ENGINEERING INC	P059336	167-18.1118	264508	WATERFRONT LIFT STATION ELECTR	\$1,747.00
	P059336	167-18.1218	264993	WATERFRONT LIFT STATION ELECTR	\$338.00
GRAY & OSBORNE INC	P057512	15	264526	AMD #1 CONSTRUCTION MANAGEMENT	\$8,428.48
	P057512	22		WWTF INFLUENT UPGRADES - DESIG	\$12,425.70
SEWER CAPITAL PROJECTS TOTAL ****					\$23,166.05
Division:	422	SEWER OPERATIONS			
ABM JANITORIAL NORTHWEST		13355154	264811	JANITORIAL SRVCS-JANUARY	\$966.83
ALS ENVIRONMENTAL		51-453668-0	264925	WWTP TEST(1) FRAMATOME DEC	\$215.00
ARAMARK UNIFORM SERVICES INC		12-934962000	264701	LINEN CHARGE FOR DECEMBER 2018	\$87.58
BANK OF AMERICA		TXN00042513	264930	USABB - GLOVES XL EXT CUFF	\$42.79
		TXN00042521		AMZN - BELT HOLSTER IPHN 7 RL	\$21.71
		TXN00042529		TACOMA - GLOVES XL ORNG DIAM	\$114.75
		TXN00042544		USABB - DUAL RNG DIAL THRM LAB	\$96.27
		TXN00042591		AMZN - ELEC ENGRAVER PEN - LAB	\$15.19
		TXN00042598		INTL TRX - CHR CVR PRCH (DELTA	\$0.44
		TXN00042605		AMZN - HYPERIKON 54W LED LGHTS	\$590.80
		TXN00042612		EVOLUTIONCHAIR PPS - COVER	\$54.99
		TXN00042643		SP IND FANS DIR - XPLPRF FAN D	\$1,084.53
		TXN00042657		WOODSEND - SOLVITA KIT - LAB	\$405.81
		TXN00042692		ONLINE LABELS - WEATHERPRF LBL	\$59.62
		TXN00042724		TEQP.NET - FYRITE CO2 FLUID -	\$62.91
		TXN00042738		HMDPO - SS HOSE, RBBR ROLL/LIN	\$53.09
		TXN00042740		HMDPO - LIGHTS FOR ROOF STAR	\$104.25
		TXN00042757		STPLES - PENS, CLNDRS, SCISSRS	\$110.95
		TXN00042779		COR - PERMIT PL1803087 WTRHTR	\$27.00
		TXN00042793		STPLES - GRAY BULLETIN BRD SB	\$69.82



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00042812	264930	USABB - CHEMS, TIPS, SLDE CVRS	\$389.04
		TXN00042815		HACH - LIQ DETECT ASSY SD900	\$149.64
		TXN00042880		HMDPO - ADPTRS, CPLNGS WTR HTR	\$82.31
		TXN00042889		HMDPO - VLVS, PIPE, XTNK - WTR	\$121.30
		TXN00042903		BCSALES - 16-IN CHORE BOOTS -	\$130.27
		TXN00042946		TACOMA - DBL PYMNT CK 263682	(\$114.75)
		TXN00042966		HMDPO - RUBBER DOOR MAT	\$27.12
BENTON CLEAN AIR AUTHORITY		1394	265073	ANNUAL CLASS 1 FEE-WWTP	\$364.00
BENTON FRANKLIN HEALTH DISTRICT		10271	264968	TKN/NITRATE/ITE PHOSPHATE	\$98.00
BLUEROOM		2931985	264973	POL SERVICE-COMPOST-DEC 2018	\$82.00
CH2O INC		276867	264980	BOILER TESTING-DEC 18 BW LABOR	\$64.49
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$23,060.02
		12/2018-25	264984	#25 BIOSOLIDS LANDFILL FEES	\$2,142.93
		12/2018-38		#38 GRIT DISP/HAULING	\$922.55
COLE INDUSTRIAL INC		YA28275	264722	REPL LW GAS PRSS SWT BOILR	\$863.98
COLEMAN OIL COMPANY		0491943-IN	264987	GREASE FOR ARCHIMEDES	\$953.99
COLUMBIA ELECTRIC SUPPLY		5858-419360	264504	TECH CONNECT SOFTWARE-TAX ONLY	\$52.46
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-603297	264994	4FT LAMP KIT WWTP PM	\$188.86
ENERGY INCENTIVES INC	P060020	CORWWTFQ42018	265106	2019 QUARTERLY FUME HOOD TESTI	\$100.00
FEDERAL EXPRESS CORP		6-414-37387	265006	OVERNIGHT SHIPPING-WW SAMPLES	\$50.25
GTP INVESTMENTS LLC	P059942	405774432	264847	BADGER MTN LEASE FOR CITY CELL	\$57.08
	P059942	405774433		BADGER MTN LEASE FOR CITY CELL	\$525.00
ISS-WONDERWARE	P059921	SIN003930	264852	SOFTWARE RENEWAL, WONDERWARE	\$7,826.95
KAMAN INDUSTRIAL TECHNOLOGIES		V 63020	265012	O-RINGS	\$43.16
LOWERY, JOHN		112718	265123	REIMB WW OPERATOR CERT	\$30.00
		18-246 LOWERY		PNCWA 3RD ANNUAL SHORT SCHOOL	\$0.00
MIDWEST LABORATORIES INC		926788	264757	COR LANDFILL COMPOST FACILITY	\$20.00
OXARC INC		60307417	265024	CYLINDER RENTAL-DECEMBER WWTF	\$17.90
PALMER ROOFING COMPANY		18-589	264551	WWTF SOLIDS BLDG ROOF REPAIRS	\$2,497.80
PARADISE BOTTLED WATER CO		12/18 WWTP	264766	BOTTLED WATER-DECEMBER	\$67.35
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$13.63
PUMPTECH INC	P059838	0137474-IN	265028	M16-2.0 X 80MM 8.8 GEOMET PLUS	\$105.89
	P059838			FREIGHT	\$51.94
	P059838			ADJUST TAX	(\$0.01)
	P059838			ORING L PUMPS #4. FKM (M24 X 3	\$23.46
	P059838			O-RING 64 X 4 FRAME #5 FKM -70	\$36.49
	P059838			LOBE M50.HNBR 4 WING RIGHT HEL	\$1,613.80
	P059838			LOBEPRO PARTS FOR PUMPS AT WWT	\$1,613.80
	P059838			O RING #3, 280 X 6 FKM -70 BAC	\$81.23
	P059838			REPLACEMENT KIT FOR M68 NBR LO	\$1,857.01
RICHLAND ACE HARDWARE		216835/2	265032	SPRING SNAP LINK CHLB LIGHTS	\$22.52



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SERV-A-PURE COMPANY		121334	264563	DI TNK(1)C TNK(1) RTN SHPG(2)	\$638.56
SOLENIIS LLC	P059868	131393805	264886	POLYMER, PRAESTOL K260FL, IN 1	\$3,183.28
	P059868			POLYMER, PRAESTOL K295FL, IN 2	\$6,366.57
SPRAGUE PEST SOLUTIONS		3703908	265041	DEC MONTHLY SERVICE-WWTF	\$132.49
STONEWAY ELECTRIC SUPPLY		S102621703.001	264568	WIRE NEW CRCT GRUNDFOS PMPS	\$215.09
		S102622502.001	265044	CONDUIT	\$41.71
		S102624939.001		OZ-GDNY CRDCNCTR CHLB LIGHTS	\$24.70
TACOMA SCREW PRODUCTS INC		22231586	264569	SQUEEGEE & HNDL DGSTR BLDG	\$40.99
UNITED PARCEL SERVICE	S018175	000986641019	264686	2 GROUND PKGS W/INSURANCE TO W	\$34.40
	S018197	000986641039	265162	COLLECT PKG FROM HACH FOR WWTP	\$5.02
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$194.08
XEROX CORPORATION		095659484	265061	MX4-749822 BASE/PRINTS-DEC	\$255.54
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$106.82
SEWER OPERATIONS TOTAL ****					\$61,657.04
Division:	423	SEWER MAINTENANCE			
AT&T WIRELESS		12/18 28724328888	264704	287243288881 11/27/18-12/26/18	\$44.18
HERC RENTALS INC	P059840	30498149-001	264849	TRASH PUMP, 3-INCH GAS WITH	\$2,038.42
NORTHSTAR CLEAN CONEPTS HOTS		IN17633	265021	SEWER HOSE & NOZZLES	\$179.26
STEEBER'S LOCK SERVICE		099970	265042	DUPLICATE KEYS	\$13.03
TACOMA SCREW PRODUCTS INC		22231552	264569	DRIVE & SCKT SETS WW SHOP	\$495.07
TRUE NORTH ENVIRONMENTAL EQUIPMENT		P01412	264575	ROVION CBL CNCTR TV TRK	\$869.85
UTILITIES UNDERGROUND LOCATION CENTER		8120220	264577	LOCATE SERVICE - DEC 2018	\$36.28
VERIZON WIRELESS	P059990	9820615304	265164	NASPO CELLULAR CHARGES DEC 201	\$57.53
	P059897	9821214469	264688	Wireless charges primary Dec 2	\$249.94
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$1.39
SEWER MAINTENANCE TOTAL ****					\$3,984.95
WASTEWATER UTILITY FUND Total ***					\$90,280.48
FUND	404	SOLID WASTE UTILITY FUND			
Division:	000				
VERIZON WIRELESS	P059897	9821214469	264688	RECYCLE CREDITS SOLID WASTE FU	(\$99.71)
WASTEWORCS REFUND		10192WW	264581	OVERPAYMENT ON ACCT #10192	\$540.58
		11832WW-	264582	OVERPAYMENT ON ACCT #11832	\$54.25
		12002WW	264584	MISAPPLIED NSF FEE	\$25.00
		13015WW-	264583	OVERPAYMENT ON ACCT #13015	\$754.83
UNASSIGNED TOTAL ****					\$1,274.95
Division:	430	CAPITAL PROJECTS			
PARAMETRIX INC	P059350	07014	264553	DISPOSAL CAPACITY IMPROVEMENTS	\$17,185.08
CAPITAL PROJECTS TOTAL ****					\$17,185.08
Division:	431	SOLID WASTE ADMINISTRATION			



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PARAMETRIX INC	P058444	07012	264553	LANDFILL MONITORING WORK PLAN	\$2,003.22
PETERSON WAMPOLD ROSATO FELDMAN LUNA P.S.		8324	265137	LANDFILL CONTAM-APPEAL NOV 18	\$3,686.64
		8334	264767	LANDFILL CONTAM-APPEAL DEC 18	\$2,575.41
SOLID WASTE ADMINISTRATION TOTAL ****					\$8,265.27
Division:	432	SOLID WASTE COLLECTION			
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$207.29
CLAYTON WARD COMPANY		1193703	264720	DROP BOX RECYCLING-DEC 2018	\$10,449.47
		1193704		PAPER RECYCLING- DEC 2018	\$307.34
		2587001		CURBSIDE RECYCLING-DECEMBER	\$19,424.68
GTP INVESTMENTS LLC	P059942	405774432	264847	BADGER MTN LEASE FOR CITY CELL	\$33.98
	P059942	405774433		BADGER MTN LEASE FOR CITY CELL	\$312.50
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$315.17
RICHLAND ACE HARDWARE		65937/1	265140	BOOT BUFFALO	\$20.50
ROUTEWARE INC	P059951	99875	264883	Q1 2019 ROUTEWARE OBC SUPPORT	\$3,350.90
	P059951			ADJUST FOR TAX	\$0.03
STEARNS, SHAY		010219	264678	REIMB CDL LIC RENEWAL	\$102.00
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$185.45
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$22.33
SOLID WASTE COLLECTION TOTAL ****					\$34,731.64
Division:	433	SOLID WASTE DISPOSAL			
ABM JANITORIAL NORTHWEST		13355154	264811	JANITORIAL SRVCS-JANUARY	\$835.63
ARAMARK UNIFORM SERVICES INC		12-934962000	264701	LINEN CHARGE FOR DECEMBER 2018	\$131.28
BANK OF AMERICA		TXN00042632	264930	THE HOME DEPOT #4746 -PVC coup	\$75.11
		TXN00042694		DSD CAPITAL-BlueRoom at Landfi	\$83.00
		TXN00042753		THE HOME DEPOT 4746-netting,ut	\$373.20
BENTON CLEAN AIR AUTHORITY		1393	265073	ANNUAL AIR PERMIT-2019	\$364.00
CAROLINA SOFTWARE	P059948	70539	264819	WASTEWORX SOFTWARE SUPPORT	\$500.00
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$2,595.08
CONNELL OIL INC		0244930-IN	265095	LANFILL OILS/HYD OIL,PWRDR OIL	\$548.56
COYOTE RIDGE CORRECTIONS CENTER		CRCC1812.657	265099	WORK CREW DECEMBER 2018	\$276.10
JOHNSON, CARRIE		123118	264751	REIMB 2018 MILEAGE	\$49.60
PARADISE BOTTLED WATER CO		12/18-LANDFILL	264766	BOTTLED WATER-DECEMBER	\$79.97
PARAMETRIX INC	P059068	07013	264553	2018 LANDFILL MONITORING,SAMPL	\$4,764.12
ROACH, ANNIKA		011619	265036	11/18&12/18 MILEAGE	\$72.49
TESTAMERICA LABORATORIES INC	P059114	5800003179	264570	2018 LANDFILL MONITORING - LAB	\$7,361.00
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$77.36
WESTERN STATES EQUIPMENT COMPANY		IN000804084	265058	WATER TRUCK RENTAL 2018	\$4,935.87
XEROX CORPORATION		095659486	265061	LX5-694777 BASE/PRINTS-DEC	\$248.77
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$46.21
SOLID WASTE DISPOSAL TOTAL ****					\$23,417.35



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SOLID WASTE UTILITY FUND Total ***					\$84,874.29
FUND 405	STORMWATER UTILITY FUND				
Division:	000				
VERIZON WIRELESS	P059897	9821214469	264688	RECYCLE CREDITS STORM FUND	(\$12.46)
UNASSIGNED TOTAL ****					(\$12.46)
Division:	441	STORMWATER			
BANK OF AMERICA		TXN00042653	264930	HMDPO - DRILLS, SAWS, GRINDER	\$739.13
CITY OF RICHLAND		11/2018-17	264984	#17 DROP BOX/STREET SWEEPINGS	\$150.00
		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$322.99
		12/2018-17	264984	#17 DROP BOX/STREET SWEEPINGS	\$600.00
CORE & MAIN LP	P059853	J921164	264510	RISER RING FOR MANHOLE COVER,	\$949.60
	P059853			RISER RING FOR MANHOLE COVER,	\$1,352.94
	P059853			RISER RING FOR MANHOLE COVER,	\$1,030.40
	P059853			RISER RING FOR MANHOLE COVER,	\$107.51
	P059853			FREIGHT	\$173.76
	P059853			RISER RING FOR MANHOLE COVER,	\$770.41
PACIFIC OFFICE SOLUTIONS LLC	P059854	20273	264656	HEADSET, 3M PELTOR WS PROTAC X	\$3,040.80
	P059854			SHIPPING	\$42.02
TOTAL COLLISION AND INJURY CARE LLC		1506	265047	TOTAL CARE - DOT PHYSICALS	\$200.00
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$40.24
STORMWATER TOTAL ****					\$9,519.80
STORMWATER UTILITY FUND Total ***					\$9,507.34
FUND 407	MEDICAL SERVICES FUND				
Division:	000				
VERIZON WIRELESS	P059897	9821214469	264688	RECYCLE CREDITS MEDICAL FUND	(\$311.60)
UNASSIGNED TOTAL ****					(\$311.60)
Division:	121	AMBULANCE			
BANK OF AMERICA		TXN00042669	264930	AMAZON - MEDIC MAG LIGHTS	\$417.06
		TXN00042803		NORTHERN TOOL - QUANTUM STRG	\$198.12
CALLBACK STAFFING SOLUTIONS LLC		0010479	264978	ADDITION OF (3) USERS	\$4.37
CARDINAL HEALTH 411 INC		3776640	264712	EPINEPHRINE/GLUCAGEN	\$253.22
		3822703		EPINEPHRINE/GLUCAGON/NITRO	\$582.86
CHAPLAIN SERVICES NETWORK		RFD01012019	264602	CHAPLAIN SVCS - ANNUAL 2019	\$5,355.00
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$749.92
COLUMBIA BASIN COLLEGE		29154	264723	ACLS/PALS/AIRWAY-FALL QTR 18	\$1,142.40
		29263		ACLS/PALS/AIRWAY-FALL QTR 18	\$33.60
COLUMBIA INDUSTRIES SUPPORT LLC		0076017	264991	ON SITE SHREDDING WO #0127066	\$34.98
EMERGENCY REPORTING		2018-8655	264616	ERS SUBSCRIPTION (JAN)	\$448.28



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ENSEMBLE SOLUTIONS GROUP	P059726	1230	264737	FIRE MOBILE HOTSPOTS	\$2,000.00
	P059726			FIRE MOBILE HOTSPOTS	\$1,376.81
LONDON, KEVIN		19-023 LONDON	265118	19-023 TELEFLEX PROCEDURAL	\$315.66
LIFE ASSIST INC		895376	265121	GLUCAGEN/DEXTROSE	\$316.93
		896674		GLUCAGEN/DEXTROSE	\$101.74
MEDLINE INDUSTRIES INC.		1864028481	265018	LARYNGEAL TUBES/PREP PADS	\$1,786.36
		1864344577		SHARPS CONTAINER/SHEARS	\$118.38
		1864344578		ET TUBE W/STYLET	\$24.97
		1864448961		IV SET/EMESIS BAG	\$171.66
		1864670095		EXTRICATION COLLAR	\$172.43
		1864670097		EXTRICATION COLLAR	\$172.43
		1865165784		BLOOD TUBE/IV SET/BVM/GLOVES	\$1,525.74
		1865165785		STETHOSCOPE	\$102.40
		1865274325		BLADE LARYNGASCOPE	\$43.44
		1865643218		NEEDLE 14G-3025"	\$41.40
		1865740280		CUFFED ET TUBE	\$24.97
		1866389249		ELECTRODES/DEFIB PADS/IV SET	\$1,264.88
ON SCENE MEDICAL SERVICES, P.C.		1181	264762	ANNUAL HAZMAT PHYSICALS	\$2,789.00
OXARC INC		30533372	264763	MEDICAL OXYGEN	\$104.23
		30534162		MEDICAL OXYGEN	\$28.27
		30539317		MEDICAL OXYGEN	\$18.82
		30542607		MEDICAL OXYGEN	\$67.09
		30547136		MEDICAL OXYGEN	\$18.82
PEMBERTON, DAVID		121318	264660	REIMB PARAMEDIC PROG	\$225.75
PHYSIO-CONTROL INC		419000129	264661	2019 ANNUAL MAINT LIFEPAK 15	\$8,457.78
PUBLIC SAFETY TESTING INC		2018-8927	264771	4TH QTR 2018 SUBSCRIPTION FEES	\$132.49
SOUND UNIFORM GROUP LLC	P059834	201812SU310	264887	BUSCH BALLISTIC IIIA HELMET, F	\$2,116.83
STERICYCLE INC		3004533467	264791	BIO WASTE DISPOSAL FEE	\$11.12
		3004547532	265043	BIO WASTE DISPOSAL FEE	\$46.27
TRITECH SOFTWARE SYSTEMS		RES0000000914	264685	SUPPORT RENEWAL 02/19-02/20	\$8,477.28
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$351.92
	P059897			Wireless charges primary Dec 2	\$35.10

AMBULANCE TOTAL ****

\$41,660.78

MEDICAL SERVICES FUND Total ***

\$41,349.18

FUND 408

BROADBAND FUND

Division:

460

BROADBAND ADMINISTRATION

BLUE MOUNTAIN TELECOMMUNICATION SERVICES P059612

18005690R

264972

FIBER BUILD - TRI-CITY

\$716.40

CITY OF RICHLAND

12/2018 DEC

264983

CITY UTILITY BILLS/DEC 2018

\$342.31

BROADBAND ADMINISTRATION TOTAL ****

\$1,058.71



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BROADBAND FUND Total ***					\$1,058.71
FUND 501	CENTRAL STORES FUND				
Division:	000				
US BANK		TXN47010189150027	264800	CONCRETE FOR STOCK	\$302.26
UNASSIGNED TOTAL ****					\$302.26
CENTRAL STORES FUND Total ***					\$302.26
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	000				
VERIZON WIRELESS	P059897	9821214469	264688	RECYCLE CREDITS EQUIPMENT FUND	(\$99.71)
UNASSIGNED TOTAL ****					(\$99.71)
Division:	214	EQUIPMENT MAINTENANCE			
ALAMO SALES CORPORATION		6444001	264697	CEC VEH 6581 WO 52894	\$7,667.36
APPLIED INDUSTRIAL TECH INC		7015253902	265070	MARTIN VEH 3342 WO 52889	\$15.68
AUTOZONE		3733413832	264705	SHOP TOOLS	\$16.28
		3733417125	264593	CONNECTOR VEH 3278 WO 52906	\$28.23
		3733419912		HOLDER VEH 3203 WO 52901	\$32.57
		3733419987		TIRE GAUGE VEH 0030 WO 52999	\$108.56
		3733420487		DOOR HINGE VEH 3187 WO 52945	\$15.18
		3733425751	265071	ENG MNT VEH 2382 WO 53113	\$108.58
BANK OF AMERICA		TXN00042534	264930	SONSRAY MACHINE - BOMAG THROTT	\$254.42
		TXN00042711		AMAZON - SHOP VAC FILTERS	\$23.61
		TXN00042731		ROCK-IT RADIO - VEH2399 BU CAM	\$380.10
		TXN00042791		AMAZON - VEH2447 USB PRINTER C	\$78.06
		TXN00042870		HOME DEPOT - RATCHET TOOL SET	\$60.88
		TXN00042902		BAYCOM - VEH2447 PRINTER MOUNT	\$566.00
		TXN00042928		AMAZON - VEH5046 4STREAMLIGHT	\$651.56
BASIN EXPRESS LLC		310163	264706	CYLNDR VEH 6000 WO 52952	\$144.00
		310168		BOX VEH 6000 WO 52952	\$21.00
		310170		PALLET VEH 6000 WO 52952	\$45.00
		310174	264594	BROOMS VEH 7146 WO BROOM FRT	\$100.00
		379870		CYLNDR VEH 3315 W/O 52912	\$75.00
BUSH CAR WASH		6077	264710	VEHICLE WASHES-DECEMBER	\$42.02
CAMPING WORLD RV SALES		Z43090	265080	BODY SHOP VEH 3247 WO 52784	\$3,703.81
CENTRAL HOSE & FITTINGS INC		C023541	264501	SHOP TOOL	\$496.75
		C024007	264821	ADAPTER VEH 3344 WO 52986	\$15.51
		C024012		100R4-12 VEH 6580 WO 53002	\$22.51
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$3,334.43
COAST CRANE COMPANY		900606	264986	ANNUAL INSP VEH 3286 WO 53021	\$4,209.56



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COAST CRANE COMPANY		900620	264986	ANNUAL INSP VEH 3286 WO 53022	\$1,105.42
COEUR D'ALENE SERVICE STATION EQUIPMENT INC		0077896	264826	HOSE VEH 0800 WO 53026	\$360.08
COLEMAN OIL COMPANY		0491881-IN	264607	LANDFILL DIESEL DYED	\$5,096.87
		CL47029	264503	CARD LOCK FUEL 12/24-12/30/18	\$9,877.47
		CL47199		CARD LOCK FUEL 12/31/18	\$1,571.61
		CL51088	264607	CARD LOCK FUEL 01/01-1/06/19	\$9,163.65
		CL51716	264827	CARD LOCK FUEL 01/07-1/13/19	\$13,518.02
COLUMBIA BASIN HOTSYS LLC		IN17685	264608	SHOP SUPPLIES	\$312.00
		IN17686		SHOP SUPPLIES	\$72.22
COMMERCIAL TIRE INC		25204	264992	TIRES VEH 3330 CREDIT	(\$662.99)
		260583		TIRES VEH 2472 WO 53004	\$99.91
		260613		FLAT REPAIR VEH 3320	\$51.59
		260614		FLAT REPAIR VEH 3320 CREDIT	(\$51.59)
		260624		TIRES VEH 3283 WO 53005	\$53.22
		260979		TIRES VEH 7145 WO 53007	\$120.19
		261798	264507	FLAT REPAIR VEH 7146 WO 52877	\$49.96
		261816		TIRES VEH 3279 WO 52878	\$3,196.06
		261820		TIRES VEH 3287 WO 52879	\$299.20
		261821		TIRE CHANGE VEH 7146 WO 52877	\$94.49
		261824		FLAT REPAIR VEH 3333 WO 52880	\$102.62
		261825		FLAT REPAIR VEH 3315 WO 52881	\$52.67
		261826		ROTATION VEH 3336 WO 52882	\$151.50
		261830		TIRES VEH 3337 WO 52883	\$1,315.83
		261979	264830	FLAT REPAIR VEH 7139 WO 53013	\$171.86
		262053		TIRES VEH 3333 WO 53010	\$3,020.86
		262260		FLAT REPAIR VEH 3335 WO 53012	\$52.67
		262261		TIRES VEH 3332 WO 53011	\$823.88
		262307		TIRES VEH 2448 WO 52843	\$724.46
		262310		ROTATE TIRES VEH 3296 WO 53019	\$104.26
		262312		ROTATE TIRES VEH 3312 WO 53018	\$104.26
		262314		FLAT REPAIR VEH 5033 WO 53017	\$125.70
		262317		WHL BALANCE VEH 2426 WO 53015	\$106.21
		262318		TIRES VEH 2425 WO 53014	\$517.47
		262436		SVC CALL VEH 6000 WO 53083	\$200.51
		262578	265094	TIRES VEH 4111 WO 53121	\$316.94
		262579		TIRES VEH 4112 WO 53122	\$282.19
		262580		FLAT VEH 3280 WO 53109	\$211.66
		262582		TIRE ROTATE VEH 3334 WO 53123	\$52.13
		262583		TIRE ROTATE VEH 3301 WO 53124	\$52.13
		262586		TIRES VEH6411 WO 53125	\$679.10



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		29115	264725	TIRES VEH 3328 WO 52898	\$1,139.40
		29190	264992	TIRES VEH 3323	\$331.50
		29191		TIRES VEH 3332	\$662.99
		29205		TIRES VEH 3323 CREDIT	(\$331.50)
CONNELL OIL INC		0241680-IN	264727	SHOP OILS VEH 6000 W/O 52913	\$64.23
		C219728-IN	264831	SHOP OIL/LUBE	\$733.33
		C219948-IN		SHOP CREDIT	(\$461.32)
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-603993	264832	VEH 3347 WO 52921	\$73.22
CORWIN OF PASCO LLC		4300371	264610	PANEL VEH 2441 WO 52946	\$634.25
		430347		SPARK PLUG VEH 2441 WO 52914	\$61.90
		430350		SOR BEZEL VEH 3334 WO 52286	\$11.47
		430513		ROTOR VEH 2420 WO 52971	\$521.01
		430818	264833	VALVE VEH 3317 WO 52847	\$60.20
		430820		STRUT VEH 2419 WO 53035	\$275.28
		430928	265098	COVER VEH 2446 WO 52671	\$8.23
		681557	264729	GLOVE BOX VEH 2432 WO 52938	\$72.26
		09-2742	264611	EGR COOLER VEH 3325 WO 52940	\$1,982.98
		608742	265104	ASSY KIT VEH MULTI WO MULTI	\$2,611.07
FAST SIGNS		139-58598	264618	VEH NUMBERS VEH 3347 WO 52921	\$27.71
		139-58607		VEH NUMBERS VEH 3347 WO 52921	\$27.15
FASTENAL COMPANY		WARIC81071	264837	KITS VEH 3347 WO 52921	\$68.42
FINAL TOUCH UPHOLSTERY		033147	264619	TARP REPAIR VEH 3342 WO 52889	\$130.32
		033148		STEPS VEH 3347 WO 52921	\$250.81
FORCE AMERICA DISTRIBUTING LLC		IN001-1305847	264839	KIT VEH 3248 WO 52939	\$1,935.86
		IN001-1306154		CONN/GASKET VEH 3212 WO 53024	\$164.19
GENUINE AUTO GLASS OF TRI CITIES LLC		634988	264521	WINDSHIELD VEH 3326 WO 52876	\$231.40
GRAINGER	S018192	9050534719	264845	DANGER TAG ITEM #9XVT4	\$146.02
HOTSY OF SPOKANE		24600	264850	475 G CARBON-ATE PLUS SOAP	\$2,177.00
I.T.E.C. INC		70796	265113	DOOR SEAL VEH 3275 WO 53108	\$103.66
IRRIGATION SPECIALISTS INC		1262436-01	264747	SHOP SUPPLIES	\$44.04
		1262511-01		SHOP SUPPLIES	\$7.99
JIM'S PACIFIC GARAGES INC		X100154768:01	264750	THROTTLE VEH 3247 WO 52784	\$2,694.50
		X100155630:01		MIRROR VEH 7152 WO 52893	\$10.32
		X100156130:01	264634	TORQ NUT VEH 3247 WO 52784	\$87.49
		X100156324:01		WASHER VEH 3247 WO 52784	\$34.27
		X100156325:01		TORQ NUT VEH 3247 CREDIT	(\$43.74)
		X100156891:01	265114	TORQ VEH 3247 WO 52784 RETURN	(\$43.74)
		X100156892:01		DRYER RETURN WO CREDIT	(\$306.30)
		X100156894:01		PARTS RETURN VEH 3247 WO 52784	(\$298.83)
		X100157047:01		PLUG PIN VEH 7143 WO 52995	\$8.19
		X100157446:01		HYD TUBE VEH 3286 WO 52983	\$162.81



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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JIM'S PACIFIC GARAGES INC		X100157929:01	265114	STUD WHEEL VEH 3280 WO 53109	\$240.69
		X100158131:01		CONTROL ROD VEH 3286 WO 52983	\$356.15
KAMAN INDUSTRIAL TECHNOLOGIES		M495420	264854	BEARING VEH 3339 WO 52916	\$177.14
KENWORTH SALES COMPANY		PASIN3155123	264531	CONTROL VEH 3311 WO 52888	\$143.71
		PASIN3183466	265116	KIT-ADJUSTER VEH 3284 WO 53118	\$718.43
LES SCHWAB TIRE CENTER		42800299903	264856	DISMNT/MOUNT VEH 1210 WO 52978	\$26.87
LESKOVAR LINCOLN MERCURY INC		19630-	264533	CABLE ASSY WO 52463	\$444.36
		9122	264857	HOSE,HTR VEH 2395 WO 52985	\$36.39
		9125		PUMP ASSY VEH 2395 WO 52985	\$716.20
LIBERTY LAWN & SAW SHOP		4431	264641	FUEL TANK VEH 4000 WO 52845	\$79.53
MCCURLEY CHEVROLET		957278	264537	LATCH/STRU VEH 2384 WO 52790	\$371.66
		957423	264755	CONTROL VEH 2314 WO 52884	\$278.99
		957840	264643	17(S)GLOW VEH 3275 WO 52943	\$224.67
		957892		VALVE VEH 2387 WO 52976	\$55.21
		957910		LAMP VEH 1210 WO 52978	\$114.61
		957933	264859	HOSE VEH 1211 WO 52981	\$23.57
		957937		2TRIM VEH 1211 WO 52981	\$424.82
		957985		HINGE KIT VEH 3187 WO 52945	\$259.24
		958065		HOSE VEH 3297 WO 53037	\$138.75
		958181		CANISTERS VEH 2325 WO 53030	\$341.07
		958315		SOLENOID VEH 2325 WO 53030	\$25.21
		958413	265126	SHIELD VEH 1204 WO 53104	\$271.58
		CM956857	264755	LATCH VEH 2884 WO 52790	(\$171.59)
		01P102230	264649	ABS HUB RET VEH 3351 CREDIT	(\$400.15)
		01P102635		SEAT BELT VEH 3342 WO 52789	\$303.51
MOBILE FLEET SERVICE INC		01P103193		FILTERS VEH 1210 WO 52965	\$200.82
		01S100573		SENSOR VEH 3341 WO 52875	\$67.15
		A199903	264862	BEARING DRVR VEH 3339 WO 52916	\$75.97
		A199960		TUBE VEH 3347 WO 52921	\$57.01
NORTH TECH EQUIPMENT REPAIR, LLC		7764	264865	FLEX PLATE VEH 3203 WO 52901	\$1,080.97
OAK HARBOR FREIGHT LINES INC		19705131	264761	FREIGHT VEH 3284 WO 52972	\$873.22
OXARC INC		30552154	264655	WELDER RENTAL	\$434.40
		60307420	264763	SHOP SUPPLIES	\$158.47
		60307421		SHOP SUPPLIES	\$83.07
PAPE' MATERIAL HANDLING		11281419	264658	CAP VEH 7112 WO 52908	\$138.16
RDO EQUIPMENT CO		P90173	264560	SHOP TOOLS	\$3,781.94
		P90233	264773	LOW VISCOS VEH 6587 WO 52772	\$18.46
RICHLAND NAPA		425662	264780	LAMP VEH 2394 WO 52764	\$12.97
		425664		LAMP VEH 1205 WO 52782	\$67.77
		425670		BALL MOUNT VEH 2434 WO 5279	\$33.70
		425671		FITLERS VEH RETURNED WO CRE	(\$34.38)



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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		425679	264780	RELAY VEH 6587 WO 52772	\$14.86
		425689		AIR FILTER VEH 3296 WO 5265	\$24.02
		426048		FILTERS VEH 6579 WO 52841	\$72.51
		426220	264543	SEALANT VEH 5039 WO 52849	\$30.54
		426222		SILICONE VEH 3247 WO 52784	\$7.11
		426230		BLADES VEH 2429 WO 52856	\$27.19
		426237		DEF VEH 3341 WO 52857	\$23.87
		426248		HEADLT VEH 3315 WO 52864	\$26.25
		426253		FILTERS VEH 9500 WO 52866	\$23.28
		426281		FILTERS VEH 2426 WO 52869	\$30.87
		426284		FILTERS VEH 2425 WO 52871	\$30.87
		426285		FILTERS VEH 3284 WO 52842	\$9.67
		426288		FILTERS VEH 2482 WO 52873	\$17.07
		426289		FILTERS VEH 2474 WO 52872	\$30.87
		426297		BLOWER MOTOR VEH 2349 WO 52	\$52.10
		426391	264780	BLADES VEH 2385 WO 52796	\$38.80
		426394		BLADES VEH 2432 WO 52891	\$12.93
		426441	264669	BATTERY VEH SHOP WO SUPPLI	\$24.37
		426544		BRK CLEANER VEH 3312 WO 529	\$24.44
		426555		BATTERY VEH 6611 WO 52910	\$64.06
		426560		LAMP VEH 1211 WO 52909	\$12.97
		426584		OIL VEH 6564 WO 52925	\$42.74
		426616		RAD SPC VEH 3203 WO 52901	\$18.64
		426622		BUTANE VEH SHOP WO SUPPLIE	\$37.43
		426639		FILTERS VEH 6562 WO 52920	\$21.42
		426735	264877	LAMP VEH 3332 WO 52918	\$12.97
		426736		HOSEADTR VEH SHOP WO SUPPL	\$9.63
		426737		FILTERS VEH 6564 WO 52925	\$59.64
		426738		FILTERS VEH 6580 WO 52915	\$49.91
		426739		LAMP VEH 3336 WO 52919	\$9.44
		426747		FILTERS VEH 9500 WO 52932	\$18.10
		426749		FILTERS VEH 9500 WO 52930	\$13.33
		426750		PIGTAIL VEH 2349 WO 52934	\$34.75
		426752		FILTERS VEH 7136 WO 52936	\$82.69
		426775		LAMP VEH 9500 WO 52930	\$16.07
		426813		FILTERS VEH 2420 WO 52947	\$14.31
		426829		FILTERS VEH 2419 WO 52966	\$14.31
		426830		FILTERS VEH 3299 WO 52949	\$14.98
		426831		FILTERS VEH 2350 WO 52963	\$10.53
		426832		FILTERS VEH 2465 WO 52948	\$27.53
		426833		FILTERS VEH 2455 WO 52964	\$14.98



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		426834	264877	FILTERS VEH 2345 WO 52959	\$15.25
		426835		FILTERS VEH 2395 WO 52960	\$35.94
		426836		FILTERS VEH 2403 WO 52961	\$24.75
		426837		FILTERS VEH 3322 WO 52958	\$14.28
		426839		FILTERS VEH 2376 WO 52954	\$50.15
		426840		FILTERS VEH 2383 WO 52955	\$14.38
		426841		FILTERS VEH 2462 WO 52956	\$14.28
		426842		FILTERS VEH 2464 WO 52957	\$14.38
		426844		FILTERS VEH 2461 WO 52973	\$14.28
		426845		FILTERS VEH 2378 WO 52953	\$14.98
		426846		GLUE VEH 3187 WO 52945	\$4.19
		426852		CLEANER VEH 3275 WO 52943	\$14.70
		426857		FILTERS VEH 6545 WO 52970	\$51.38
		426865		WW BLADES VEH 2412 WO 52975	\$27.19
		426866		BRKR,FUSE BX VEH 2472 WO 52	\$10.16
		426871		SILICONE VEH 3269 WO 52944	\$7.11
		426886		LAMP VEH 2382 WO 52974	\$12.97
		426887		AAA BTRY VEH SHOP WO SUPPL	\$19.55
		426894		WW BLADES VEH 2431 WO 52695	\$27.19
		426906		FILTERS VEH 1211 WO 52982	\$14.78
		426929		SILICONE VEH 1210 WO 52978	\$26.39
		426953		BELTS,IGNTN VEH 2378 WO 529	\$215.34
		426955		FILTERS VEH 3297 WO 52994	\$86.13
		426959		STRING PUMP VEH 2395 WO 529	\$364.11
		426960		LENS VEH 7143 WO 52995	\$24.36
		426974		FITTINGS VEH SHOP WO SUPPL	\$20.79
		426979		ADAPTER VEH SHOP WO SUPPLI	\$9.57
		426980		DICER,BRKCLNR VEH 800 WO 53	\$209.65
		426982		CONNECTOR VEH 3213 WO 52996	\$10.63
		426984		BATTERY VEH 2449 WO 52674	\$115.97
		426987		BATTERY VEH 6545 WO 52970	\$78.55
		427019		BELTS VEH 2376 WO 53003	\$33.38
		427030		OUTLBX VEH 3347 WO 52921	\$27.00
		427040		FREIGHT VEH 2395 WO 52985	\$13.03
		427051		CABLE LOOM VEH 3347 WO 5292	\$21.72
		427070		SLIP PLATE VEH 3342 WO 5302	\$152.31
		427070-		SLIP PLATE VEH 3342 WO 5302	\$0.03
		427147	265141	WIRE VEH 3344 WO 52935	\$51.04
		427149		PRIMER,PAINT VEH 3347 WO 52	\$33.64
		427174		HOSE CLAMP VEH 2395 WO 5298	\$22.26
		427178		BLADES VEH 2378 WO 53027	\$25.87



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		427185	265141	BLADES VEH 3297 WO 52994	\$26.04
		427188		BLADES VEH 2433 WO 52679	\$64.80
		427220		HOSE CLAMP VEH 2395 WO 5298	\$12.16
		427239		WIRE VEH 3347 WO 52921	\$41.27
		427240		WIRE VEH 3321 WO 53070	\$161.81
		427241		WIRE VEH 3213 WO 53036	\$84.71
		427242		WIRE VEH 3212 WO 53024	\$47.78
		427244		WIRE VEH 3279 WO 53069	\$60.82
		427245		FILTERS VEH 1207 WO 53041	\$16.69
		427246		FILTERS VEH 1208 WO 53042	\$16.69
		427247		FILTERS VEH 1204 WO 53040	\$16.69
		427248		FILTERS VEH 1209 WO 53043	\$16.69
		427249		FILTERS VEH 1210 WO 53044	\$14.98
		427250		FILTERS VEH 1214 WO 53045	\$14.98
		427251		FILTERS VEH 1215 WO 53046	\$14.98
		427253		FILTERS VEH 1384 WO 53047	\$14.98
		427254		FILTERS VEH 2450 WO 53052	\$14.98
		427255		FILTERS VEH 2451 WO 53053	\$14.98
		427256		FILTERS VEH SHOP WO SUPPLIE	\$14.98
		427257		FILTERS VEH 2475 WO 53056	\$14.98
		427258		FILTERS VEH 2478 WO 53058	\$14.98
		427259		FILTERS VEH 2477 WO 53057	\$14.98
		427260		FILTERS VEH 2471 WO 53055	\$14.98
		427261		FILTERS VEH 3271 WO 53059	\$99.24
		427262		FILTERS VEH 2411 WO 53048	\$14.78
		427263		FILTERS VEH 2429 WO 53051	\$14.98
		427264		FILTERS VEH 2424 WO 53050	\$14.98
		427266		FILTERS VEH 2413 WO 53049	\$14.98
		427276		CONNECTOR VEH 6545 WO 52970	\$11.94
		427284		CORE,FLTSTAT VEH 2395 WO 52	(\$204.36)
		427320		FILTERS VEH RETURNED WO SUP	(\$14.98)
		427331		BRAKE PAD VEH 2468 WO 53065	\$66.34
		427332		TAIL LIGHT VEH 3339 WO 5308	\$18.02
		427342		FILTERS VEH 2364 WO 53071	\$14.98
		427343		FILTERS VEH 2365 WO 53072	\$14.98
		427344		FILTERS VEH 2382 WO 53073	\$14.87
		427345		FILTERS VEH 2436 WO 53074	\$14.61
		427346		FILTERS VEH 3286 WO 53075	\$72.36
		427347		FILTERS VEH 3306 WO 53076	\$79.00
		427349		FILTERS VEH 3319 WO 53077	\$14.78
		427351		FILTERS VEH 3204 WO 53078	\$100.61



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		427352	265141	FILTERS VEH 3205 WO 53079	\$101.56
		427366		GRSE FTNG VEH SHOP WO SUPPL	\$37.73
		427385		FILTERS VEH 1212 WO 53095	\$11.10
		427386		HD LGHT,LAMP VEH 1211 WO 53	\$22.37
		427395		OIL FILTER VEH 3286 WO 5307	\$22.05
		427410		BRKS,PDS,RTR VEH 1204 WO 53	\$546.72
		427439		BRAKES VEH 2382 WO 53113	\$237.77
		427440		WW BLADES VEH 3319 WO 53077	\$25.87
		427446		CYLINDER VEH 2382 WO 53113	\$43.42
		427447		SOCKET VEH SHOP WO SUPPLIES	\$3.93
		427457		DEF VEH 7146 WO 53116	\$13.56
		427465		WW BLADES VEH 3296 WO 53082	\$124.35
		P02348	264881	HYDRO PUMP VEH 6580 WO 53002	\$2,322.13
		P02374	265147	AIR CLEANER VEH 7145 WO 53111	\$16.21
RMT EQUIPMENT		P02383		AIR CLEANER VEH 7145 WO 53111	\$177.95
		70273	264885	NRE ODM VEH 9500 WO 53020	\$550.44
		0110668-IN	264676	PUMP VEH 3340 WO 52846	\$3,403.06
SERVATRON, INC		651227	264890	IGN REKEY VEH 3317 WO 52847	\$32.58
SOLID WASTE SYSTEMS INC		22233188	265157	PLUG/FLUID VEH 3351 WO 53110	\$34.99
STEEBER'S LOCK SERVICE		22233206		DRILL BIT VEH 3351 WO 53110	\$32.20
TACOMA SCREW PRODUCTS INC		92807232	265158	PUMP VEH 3251 CREDIT	\$1,910.50
TEREX SERVICES		2469240	264682	COUPLER VEH 7136 WO 52810	\$252.50
THERMO KING NORTHWEST, INC DBA		1506	265047	TOTAL CARE - DOT PHYSICALS	\$100.00
TOTAL COLLISION AND INJURY CARE LLC		128951	264573	BATTERY VEH 0071 WO52890	\$145.47
TRI CITIES BATTERY & AUTO REPAIR		06 016725	265161	GASKET VEH 3297 CREDIT	(\$4.24)
TRUCKPRO HOLDING CORPORATION		06 266471	264897	GASKET VEH 3297 WO 53009	\$18.96
		06 266511		WORKLAMP VEH 3344 WO 52935	\$47.88
		06 266636	265161	STUD VEH 3280 WO 53109	\$88.61
US LINEN & UNIFORM		881200-	264802	SHOP SUPPLY	\$333.05
VERIZON WIRELESS	P059897	9821214469	264688	Wireless charges primary Dec 2	\$244.63
	P059897			Wireless charges primary Dec 2	\$38.68
WESTERN PETERBILT INC		028P286025	264695	HITCH VEH 3339 WO 52846	\$221.39
		028P286026		HITCH VEH 3340 WO 52980	\$490.57
		028P286892		VALVE VEH 3315 WO 52912	\$52.73
		028P287134		ULTRA ROD	(\$96.27)
		028P287320		REGULATOR VEH 3335 WO 52917	\$388.38
		028P287466		HITCH VEH 3339 WO 52979	\$221.39
		028P287755	264903	STARTER VEH 3203 WO 52901	\$433.90
		028P287771	265166	SPRING VEH 3285 WO 53068	\$233.60
		028P287772		BOLT VEH 3285 WO 53068	\$120.85
		028P287950		PUMP-WNDSLD VEH 3296 WO 53082	\$45.74



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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN PETERBILT INC		028P287951	265166	FITTING VEH 3296 WO 53082	\$77.54
		028P287977		FILTER VEH3335/3339 WO53132/33	\$127.59
		028P2887407	264695	FREIGHT VEH 3332 WO 52950	\$26.06
WESTERN STATES EQUIPMENT COMPANY		CM00059558	265058	ROLLER/TUBE CREDIT	(\$587.57)
		CM00059562		ALTERNATOR VEH 7090 CREDIT	(\$239.98)
		CM00062670		TANK ASSY VEH 7123 WO 52788	(\$3,865.82)
		IN0007493423		ROLLER VEH 7131 WO 53101	\$452.94
		IN000794760		ALTERNATOR VEH 7090 WO 52154	\$794.37
		IN000795219		ELEVATOR REP VEH 7131 WO 53103	\$2,139.46
		IN000795889		NUT/WASHER VEH 7090 WO 52754	\$22.52
		IN000795896		ROD VEH 7090 WO 52154	\$186.31
		IN000851369		A/C REPAIR VEH 7123 WO 52839	\$480.25
		IN000854549		COUPLING VEH 3351 WO 52824	\$7.53
		IN000858457		REPLINISH-12 HOSE	\$454.17
		IN000859866		SLEEVE-INCH VEH 3315 WO 52886	\$94.07
		IN000859881		PLUG VEH 3247 WO 52784	\$79.66
		in000862013		MOTOR VEH 3203 WO 52901	\$1,256.94
		IN000862022		COUPLING VEH 3312 WO 52907	\$106.69
		IN000863141		SEAL VEH 3203 WO 52901	\$147.02
		IN000863149		GEAR VEH 3203 WO 52901	\$394.01
		IN000863171		BLADE VEH 7138 WO 52933	\$87.05
		IN000866234		CRANKSHAFT VEH 3203 WO 52901	\$250.46
WESTERN SYSTEMS & FABRICATION INC		25364	264585	VALVE VEH 3284 W/O 57842	\$593.13
		25416	264696	BELT ASY GRP VEH 3283 WO 52900	\$163.89
XEROX CORPORATION		095659529	265061	LX5-691298 BASE/PRINTS-DEC	\$213.61
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$74.12
EQUIPMENT MAINTENANCE TOTAL ****					\$124,776.39
EQUIPMENT MAINTENANCE FUND Total ***					\$124,676.68
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division:	215	EQUIPMENT REPLACEMENT			
PNC EQUIPMENT FINANCE, LLC	P059891	303502	264662	INTEREST	\$15,877.46
	P059891			LEASE PAYMENT, PAYMENT PERIOD	\$122,655.31
EQUIPMENT REPLACEMENT TOTAL ****					\$138,532.77
EQUIPMENT REPLACEMENT FUND Total ***					\$138,532.77
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	000				
RICHLAND 132, LLC		2018-002904	264875	DEV DEPOSIT-CLEARWATER CREEK 5	\$6,000.00
VERIZON WIRELESS	P059897	9821214469	264688	RECYCLE CREDITS GENERAL FUND	(\$174.50)



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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNASSIGNED TOTAL ****					\$5,825.50
Division: 450 PW ADMIN & ENGINEERING					
AMERICAN WATER WORKS ASSOCIATION		7001639037	264591	AWWA 3/1/19-2/29/20-MARLOW	\$86.00
		7001640032		AWWA 3/1/19-2/29/20-WEST	\$86.00
AT&T WIRELESS		12/18 28724328888	264704	287243288881 11/27/18-12/26/18	\$64.57
				287243288881 11/27/18-12/26/18	\$94.97
BANK OF AMERICA		TXN00042514	264930	STARBUCKS STORE 08936 - GIS Or	\$55.22
		TXN00042545		COURTYARD BY MARRIOTT-Innovtn	\$161.96
		TXN00042560		EB ITS WASHINGTON 201 - J.Desk	\$141.34
		TXN00042565		SAFEWAY #0333 - cookies-SW lab	\$13.98
		TXN00042578		INLAND NORTHWEST AGC - B.Pope	\$425.00
		TXN00042587		IN GLASS NOOK INC - Picture f	\$13.03
		TXN00042635		STAPLES -plotter ink cart	\$179.18
		TXN00042639		INLAND NORTHWEST AGC - J.Reath	(\$425.00)
		TXN00042647		EB ITS WASHINGTON 201 - J.Desk	(\$141.34)
		TXN00042676		STAPLES -business paper	\$20.33
		TXN00042712		KRISPY KREME #1245 - streets m	\$24.98
		TXN00042751		STAPLES - mouse pad,markers,wi	\$71.23
		TXN00042800		STAPLES - 11X17 notebooks, des	\$66.27
		TXN00042827		BENTON COUNTY AUDITOR - PW rec	\$189.63
		TXN00042881		CROWS NEST BAR & GRILL - Good	\$23.55
		TXN00042919		STAPLES - erasable pens	\$52.42
BENTON COUNTY AUDITOR		0006256-P	264596	BC IMAGES	\$36.00
CITY OF RICHLAND		12/2018 DEC	264983	CITY UTILITY BILLS/DEC 2018	\$1,029.76
GRAINGER		7064073856	264524	WAREHOUSE SUPPLIES 12/16-12/31	\$60.24
				WAREHOUSE SUPPLIES 12/16-12/31	\$122.40
IMT INC	P059100	10392	264744	MATERIALS TESTING-PRIVATE	\$379.50
	P059100	10428		MATERIALS TESTING-PRIVATE	\$379.50
LEH APPRAISAL SERVICES LLC		01072019	264532	TULIP LANE LID BENEFIT ANALYS	\$5,250.00
MATERIALS TESTING & INSPECTION, LLC	P059103	160374	264535	MATERIALS TESTING-PRIVATE	\$447.87
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$27.29
TRANSOFT SOLUTIONS INC	P059936	133966	264896	AUTOTURN MAP RENEWAL SINGLE SI	\$810.00
VERIZON WIRELESS	P059990	9820615304	265164	NASPO CELLULAR CHARGES DEC 201	\$172.59
	P059897	9821214469	264688	Wireless charges primary Dec 2	\$526.20
WATER SOLUTIONS INC		20300	264901	3 WTR MACHINES - JAN 2019	\$76.01
XEROX CORPORATION		095659514	264809	LX5-690835 BASE/PRINTS-DEC	\$153.26
		095659515		LX5-692207 BASE/PRINTS-DEC	\$79.36
		095659516		MX4-343197 BASE/PRINTS-DEC	\$403.09
XO COMMUNICATIONS SERVICES LLC		0317172663	265170	TELEPHONE CHARGES 1/01-1/31/19	\$199.48
PW ADMIN & ENGINEERING TOTAL ****					\$11,355.87



Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$17,181.37
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
BANK OF AMERICA		TXN00042636	264930	TARGET/GIFT CARDS	\$1,250.00
		TXN00042649		TARGET/GIFT CARDS	\$1,250.00
		TXN00042672		TARGET/GIFT CARD	\$1,250.00
		TXN00042683		AMAZON - YOGA MATS, FOAM ROLLE	\$3,879.82
		TXN00042746		TARGET/HEALTH FAIR GIFT CARDS	\$1,250.00
		TXN00042776		TARGET/WELLNESS EVENTS GIFT CA	\$1,250.00
		TXN00042828		PANERA BREAD/HEALTH FAIR GIFT	\$600.00
		TXN00042831		PANERA BREAD/HEALTH FAIR GIFT	\$600.00
		TXN00042833		PANERA BREAD/WELLNESS EVENTS G	\$600.00
		TXN00042834		PANERA BREAD/WELLNESS EVENTS G	\$300.00
		TXN00042837		TARGET/WELLNESS EVENTS GIFT CA	\$1,250.00
		TXN00042883		PANERA BREAD/WELLNESS EVENT GI	\$600.00
		TXN00042893		PANERA BREAD/WELLNESS EVENT GI	\$600.00
		TXN00042897		PANERA BREAD/WELLNESS EVENT GI	\$200.00
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2410387	264716	JANUARY 2019 ASO CHARGES	\$15,416.45
LIFE INSURANCE COMPANY OF NORTH AMERICA		1/2019-FLI051384	264858	FLI051384 PREMIUMS-JANUARY	\$10,289.96
		1/2019-LK030278		LK030278 PREMIUMS-JANUARY	\$11,138.43
		1/2019-OK807703		OK807703 PREMIUMS-JANUARY	\$3,390.80
		12/2018-FL1051384	264534	FLI051384 PREMIUMS-DECEMBER	\$10,269.16
		12/2018-LK030278		LK030278 PREMIUMS-DECEMBER	\$11,183.35
		12/2018-OK807703		OK807703 PREMIUMS - DECEMBER	\$3,270.62
MAGELLAN BEHAVIORAL HEALTH		JAN2019	264642	EAP PREMIUMS-JANUARY	\$719.67
MERCER (US) INC		102210003832	264756	CONSULTING SERVICES-DECEMBER	\$7,083.33
US BANK		TXN46100201806626	264800	WELLNESS EE INCENTIVE	\$3,822.28
WW NORTH AMERICA HOLDINGS, INC		32292936	265064	WW WELLNESS PROG EVENT 2018	\$117.00
		5411386	264589	WW WELLNESS PROG EVENT 2018	\$2,964.00
		5411387		WW WELLNESS PROG EVENT 2018	\$3,588.00
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$98,132.87
HEALTH CARE/BENEFITS PLAN Total ***					\$98,132.87
FUND 522	POST EMP HEALTHCARE PLAN				
Division:	224	POST EMPLOYMENT BENEFITS PRGM			
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2410387	264716	JANUARY 2019 ASO CHARGES	\$975.80
POST EMPLOYMENT BENEFITS PRGM TOTAL ****					\$975.80
POST EMP HEALTHCARE PLAN Total ***					\$975.80



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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 611		FIREMAN'S PENSION			
Division:	216	FIRE PENSION			
BENTON COUNTY FIRE DIST 1		2018-48	264965	FIRE PENSION DEC 2018	\$712.00
CARRICK, HENRY		0101-013119MC	264907	NON COVERED MEMORY CARE	\$5,500.00
ELIASON, GLENDA		122418	264912	DEATH BENEFIT	\$500.00
HEASTON & THOMPSON VISION CLINIC		102918RL-	264914	NON COVERED VISION	\$545.00
HERKERT, GREGORY E DDS		101118JP	264915	NON COVERED DENTAL	\$188.00
LAHTI, ROGER P		122018	264916	NON COVERED MEDICAL	\$128.79
MULROY, JAMES P		JANUARY 2019	264920	MEDICARE PREMIUM/MULROY	\$135.50
PARSONS, BRUCE C OD PC		102218JP	264921	NON COVERED VISION	\$445.00
RODGERS, GARY H		JANUARY 2019	264922	MEDICARE PREMIUM/RODGERS	\$135.50
SIEMENS, DONALD		101318	264923	NON COVERED MEDICAL	\$21.98
FIRE PENSION TOTAL ****					\$8,311.77
FIREMAN'S PENSION Total ***					\$8,311.77
FUND 612		POLICEMEN'S PENSION			
Division:	217	POLICE PENSION			
BOLSTAD, BARRY		JANUARY 2019	264905	MEDICARE PREMIUM/BOLSTAD	\$135.50
BUSH, LEE		JANUARY 2019AL	264906	NON COVERED ASSISTED LIVING	\$7,279.44
CASE, MIKE		121418	264908	NON COVERED RX	\$208.44
		121918		NON COVERED RX	\$160.00
CLEMENTS, JOHN M		010219	264909	NON COVERED MEDICAL	\$430.89
COLUMBIA BASIN ORAL SURGEONS		111418MC	264910	NON COVERED DENTAL	\$678.80
		112718JD		NON COVERED DENTAL	\$57.00
DEMYER, JAMES J		0630-122318	264911	NON COVERED RX	\$11.47
		1221-010219		NON COVERED MEDICAL	\$130.00
GILL, JAMES GREG		121318	264913	NON COVERED MEDICAL	\$2,542.37
LARSON, SCOTT K		122918	264917	NON COVERED RX	\$27.24
LOWE DAN R PHD		021818JC	264918	NON COVERED MEDICAL	\$77.39
MATHESON, HAN & GIESA PLLC		111618LB	264919	NON COVERED DENTAL	\$560.18
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$0.47
THOMAS, GERALD D		123118	264924	NON COVERED RX	\$28.59
POLICE PENSION TOTAL ****					\$12,327.78
POLICEMEN'S PENSION Total ***					\$12,327.78
FUND 632		UPTOWN BUSINESS IMP DISTRICT			
Division:	000				
UPTOWN BUSINESS IMPROVEMENT DISTRICT		UBID Q4 2018	265053	UBID Q4 2018 PAYMENT	\$3,231.90
UNASSIGNED TOTAL ****					\$3,231.90



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UPTOWN BUSINESS IMP DISTRICT Total ***					\$3,231.90
FUND 633	DOWNTOWN BUSINESS IMP DISTRICT				
Division:	000				
RICHLAND DOWNTOWN BUSINESS IMPROVEMNT		DBID Q4-2018	265033	DBID Q4 2018 PAYMENT	\$2,240.35
UNASSIGNED TOTAL ****					\$2,240.35
DOWNTOWN BUSINESS IMP DISTRICT Total ***					\$2,240.35
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
BIDDLE CONSULTING GROUP INC	P059987	59481	265076	2019 CRITICALL RECRUITMENT TES	\$699.50
CENTURYLINK		01/19 5097862112	265085	GENERAL 01/06-02/05/19	\$98.81
CITY OF KENNEWICK		013766	265088	1ST QTR 2019 BI-PIN S/W MAINT	\$430.00
CITY OF RICHLAND		5029109	265089	BCES UTILITY SRVC 12/03-1/2/19	\$2,882.56
COLUMBIAN BASIN PAPER		N05829	264609	AIR FRESHNERS	\$52.78
FRONTIER		01/19 5096281472	265109	GENERAL FOR 1/4-2/3/2019	\$74.84
		01/19 5096282600		TELEPHONE CHARGE 01/10-2/9/19	\$984.87
IDENTITY AUTOMATION, LP	P059895	INV-02695	264626	MULTI-FACTOR AUTHENTICATION PL	\$1,629.00
INTERGRAPH CORPORATION	P059894	1-3812277989	264851	2019 Intergraph Renewal	\$118,308.94
IVANTI, INC.	P059889	90749148	264628	2019 INVANTI MAINTENANCE RENEW	\$574.00
POCKETINET COMMUNICATIONS INC		280440	264663	WIRELESS TRNSPRT/INTERNET-FEB	\$269.50
WASHINGTON CITIES INSURANCE AUTHORITY		14281	264692	2019 BCES INSURANCE ASSESSMENT	\$25,170.51
WATER SOLUTIONS INC		20395	264693	WATER FILTRATION 1/7-2/6/19	\$33.67
SECOMM OPERATIONS GENERAL TOTAL ****					\$151,208.98
Division:	601	E911 OPERATIONS			
BANK OF AMERICA		TXN00042754	264930	DELTA AIR /LETTRICK AIRFARE FO	\$249.40
BIDDLE CONSULTING GROUP INC	P059987	59481	265076	2019 CRITICALL RECRUITMENT TES	\$699.50
CITY OF RICHLAND		18-481 PONTIN	264605	18-481 ACCESS CERT	\$302.69
CORPORATE TRANSLATION SERVICES INC		138312	264728	TRANSLATION SRVCS-DEC 2018	\$437.90
INTERGRAPH CORPORATION	P059894	1-3812277989	264851	2019 Intergraph Renewal	\$118,308.94
LETTRICK, R. KIM		19-017 LETTRICK	265120	19-017 STATE AC & SUBCOM MT	\$282.22
POCKETINET COMMUNICATIONS INC		280440	264663	WIRELESS TRNSPRT/INTERNET-FEB	\$269.50
PONTIN, CHENEA		18-481 PONTIN	264664	18-481 ACCESS CERT	\$37.28
E911 OPERATIONS TOTAL ****					\$120,587.43
Division:	602	SECOMM AGENCY			
APOLLO SHEET METAL INC		940019357	264927	HVAC REPAIR - LABOR	\$1,166.71
CASCADE FIRE PROTECTION		14512	265083	BCES-FIRE SPRINKLER INSPECTION	\$147.50
SECOMM AGENCY TOTAL ****					\$1,314.21
SOUTHEAST COMMUNICATIONS CTR Total ***					\$273,110.62



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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 642		800 MHZ PROJECT			
Division:	610	800 MHZ			
BENTON PUD		12/18 4843174575	264500	UTILITY SRVCS 11/26-12/26/2018	\$578.32
IVANTI, INC.	P059889	90749148	264628	2019 INVANTI MAINTENANCE RENEW	\$574.00
WASHINGTON CITIES INSURANCE AUTHORITY		14281	264692	2019 BCES INSURANCE ASSESSMENT	\$8,341.45
800 MHZ TOTAL ****					\$9,493.77
800 MHZ PROJECT Total ***					\$9,493.77
FUND 643		EMERGENCY MANAGEMENT			
Division:	620	STATE / LOCAL ASSISTANCE			
APOLLO SHEET METAL INC		940019357	264927	HVAC REPAIR - LABOR	\$388.91
AT&T LONG DISTANCE		12/18 03030107210	264495	FAX LINES 11/22-12/21/18	\$8.99
BANK OF AMERICA		TXN00042595	264930	NFPA NATL FIRE PROTECT/FERRIS	\$350.00
		TXN00042645		STAPLES/PENS AND BINDERS	\$7.39
CASCADE FIRE PROTECTION		I4512	265083	BCES-FIRE SPRINKLER INSPECTION	\$36.87
CITY OF RICHLAND		5029109	265089	BCES UTILITY SRVC 12/03-1/2/19	\$480.43
COLUMBIAN BASIN PAPER		N05829	264609	AIR FRESHNERS	\$5.86
FEDERAL EXPRESS CORP		6-415-17946	264516	SHIPPING CHARGES	\$9.92
FORD MOTOR CREDIT COMPANY	P059925	161111999	264620	FINAL LEASE PAYMENT FOR 2016 F	\$1,665.70
FRONTIER		01/19 5096282600	265109	TELEPHONE CHARGE 01/10-2/9/19	\$246.22
IVANTI, INC.	P059889	90749148	264628	2019 INVANTI MAINTENANCE RENEW	\$143.50
ONSOLVE, LLC	P059888	ECN-034142	264654	2019 CODERED RENEWAL & IPAWS	\$5,500.00
POCKETINET COMMUNICATIONS INC		280440	264663	WIRELESS TRNSPRT/INTERNET-FEB	\$57.75
SPRAGUE PEST SOLUTIONS		3691583	264566	DEC 2018 MONTHLY SERVICE-BCES	\$11.05
TRI CITY HERALD		450546/I03971913	264796	BCES AD 1218 03971913	\$110.37
VERIZON WIRELESS		9821679792	265056	CELL PHONES 12/07-1/06/19	\$91.98
WASHINGTON CITIES INSURANCE AUTHORITY		14281	264692	2019 BCES INSURANCE ASSESSMENT	\$2,747.62
XEROX CORPORATION		095659509	264809	MX4-322159 BASE/PRINTS-DEC	\$69.10
STATE / LOCAL ASSISTANCE TOTAL ****					\$11,931.66
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
APOLLO SHEET METAL INC		940019357	264927	HVAC REPAIR - LABOR	\$388.90
AT&T LONG DISTANCE		12/18 03030107210	264495	FAX LINES 11/22-12/21/18	\$8.99
BANK OF AMERICA		TXN00042645	264930	STAPLES/PENS AND BINDERS	\$10.63
		TXN00042936		THE HOME DEPOT #4746/TOOLS	\$25.40
CASCADE FIRE PROTECTION		I4512	265083	BCES-FIRE SPRINKLER INSPECTION	\$36.88
CITY OF RICHLAND		5029109	265089	BCES UTILITY SRVC 12/03-1/2/19	\$480.43
FORD MOTOR CREDIT COMPANY	P059925	161111999	264620	FINAL LEASE PAYMENT FOR 2016 F	\$1,665.70
FRONTIER		01/19 5096282600	265109	TELEPHONE CHARGE 01/10-2/9/19	\$246.22
HP INC		0429653	265009	PRINTER SPRT 5/15-8/15/18	\$31.64



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
IVANTI, INC.	P059889	90749148	264628	2019 INVANTI MAINTENANCE RENEW	\$143.50
POCKETINET COMMUNICATIONS INC		280440	264663	WIRELESS TRNSPRT/INTERNET-FEB	\$57.75
SPRAGUE PEST SOLUTIONS		3691583	264566	DEC 2018 MONTHLY SERVICE-BCES	\$11.05
VERIZON WIRELESS		9821679792	265056	CELL PHONES 12/07-1/06/19	\$86.98
WASHINGTON CITIES INSURANCE AUTHORITY		14281	264692	2019 BCES INSURANCE ASSESSMENT	\$3,107.84
WATER SOLUTIONS INC		20395	264693	WATER FILTRATION 1/7-2/6/19	\$11.22
XEROX CORPORATION		095659509	264809	MX4-322159 BASE/PRINTS-DEC	\$69.10
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$6,382.23
Division:	622	DOE EMERGENCY PREPAREDNESS			
APOLLO SHEET METAL INC		940019357	264927	HVAC REPAIR - LABOR	\$388.90
AT&T LONG DISTANCE		12/18 03030107210	264495	FAX LINES 11/22-12/21/18	\$8.99
BANK OF AMERICA		TXN00042645	264930	STAPLES/PENS AND BINDERS	\$10.63
CASCADE FIRE PROTECTION		14512	265083	BCES-FIRE SPRINKLER INSPECTION	\$36.87
CITY OF RICHLAND		5029109	265089	BCES UTILITY SRVC 12/03-1/2/19	\$480.43
FORD MOTOR CREDIT COMPANY	P059925	161111999	264620	FINAL LEASE PAYMENT FOR 2016 F	\$1,665.70
FRONTIER		01/19 5096282600	265109	TELEPHONE CHARGE 01/10-2/9/19	\$246.22
HP INC		0429653	265009	PRINTER SPRT 5/15-8/15/18	\$31.64
IVANTI, INC.	P059889	90749148	264628	2019 INVANTI MAINTENANCE RENEW	\$143.50
ONSOLVE, LLC	P059888	ECN-034142	264654	2019 CODERED RENEWAL & IPAWS	\$5,500.00
POCKETINET COMMUNICATIONS INC		280440	264663	WIRELESS TRNSPRT/INTERNET-FEB	\$57.75
SPRAGUE PEST SOLUTIONS		3691583	264566	DEC 2018 MONTHLY SERVICE-BCES	\$11.05
VERIZON WIRELESS		9821679792	265056	CELL PHONES 12/07-1/06/19	\$91.98
WASHINGTON CITIES INSURANCE AUTHORITY		14281	264692	2019 BCES INSURANCE ASSESSMENT	\$2,854.35
WATER SOLUTIONS INC		20395	264693	WATER FILTRATION 1/7-2/6/19	\$11.22
XEROX CORPORATION		095659509	264809	MX4-322159 BASE/PRINTS-DEC	\$69.10
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$11,608.33
Division:	623	JURISIDICITION			
AT&T LONG DISTANCE		12/18 03030107210	264495	FAX LINES 11/22-12/21/18	\$8.99
BANK OF AMERICA		TXN00042533	264930	Amazon.com M03ME8QP1/ICE MACHI	\$236.21
		TXN00042597		BATTERIES PLUS #0250/BATTERIES	\$14.58
		TXN00042629		COSTCO WHSE #0486/KITCHEN SUPP	\$49.18
				COSTCO WHSE #0486/JANITORIAL S	\$32.57
		TXN00042630		SMART FOODSERVICE 575/KITCHEN	\$11.18
		TXN00042645		STAPLES/PENS AND BINDERS	\$44.53
		TXN00042808		WWW.NEWEGG.COM - Credit/CABLES	(\$13.57)
		TXN00042936		THE HOME DEPOT #4746/TOOLS	\$25.39
CASCADE FIRE PROTECTION		14512	265083	BCES-FIRE SPRINKLER INSPECTION	\$36.88
CITY OF RICHLAND		5029109	265089	BCES UTILITY SRVC 12/03-1/2/19	\$480.42
FRONTIER		01/19 5096282600	265109	TELEPHONE CHARGE 01/10-2/9/19	\$246.21
HP INC		0429653	265009	PRINTER SPRT 5/15-8/15/18	\$31.64



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
IVANTI, INC.	P059889	90749148	264628	2019 INVANTI MAINTENANCE RENEW	\$143.50
ONSOLVE, LLC	P059888	ECN-034142	264654	2019 CODERED RENEWAL & IPAWS	\$11,000.00
PERFECTION GLASS	P059863	9993672497	264557	REPLACEMENT OF FLOOR SWEEPS AN	\$407.25
PITNEY BOWES PURCHASE POWER		OCT-DEC 1127-9365	264768	POSTAGE 10/1-12/31/18	\$645.44
POCKETINET COMMUNICATIONS INC		280440	264663	WIRELESS TRNSPRT/INTERNET-FEB	\$57.75
SPRAGUE PEST SOLUTIONS		3691583	264566	DEC 2018 MONTHLY SERVICE-BCES	\$11.05
WASHINGTON CITIES INSURANCE AUTHORITY		14281	264692	2019 BCES INSURANCE ASSESSMENT	\$2,691.58
WATER SOLUTIONS INC		20395	264693	WATER FILTRATION 1/7-2/6/19	\$11.22
XEROX CORPORATION		095659509	264809	MX4-322159 BASE/PRINTS-DEC	\$69.10

JURISIDICITION TOTAL ****

\$16,241.10

EMERGENCY MANAGEMENT Total ***

\$46,163.32

FUND 644

MICRO-WAVE

Division:

611

MICROWAVE

WASHINGTON CITIES INSURANCE AUTHORITY	14281	264692	2019 BCES INSURANCE ASSESSMENT	\$1,874.65
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MICROWAVE TOTAL ****

\$1,874.65

MICRO-WAVE Total ***

\$1,874.65

FUND 645

SECOMM CONSOLIDATED

Division:

600

SECOMM OPERATIONS GENERAL

AT&T LONG DISTANCE	12/18 03030107210	264495	FAX LINES 11/22-12/21/18	\$35.97
BANK OF AMERICA	TXN00042533	264930	Amazon.com M03ME8QP1/ICE MACHI	\$236.22
	TXN00042629		COSTCO WHSE #0486/KITCHEN SUPP	\$196.72
			COSTCO WHSE #0486/JANITORIAL S	\$293.08
	TXN00042630		SMART FOODSERVICE 575/KITCHEN	\$44.70
	TXN00042645		STAPLES/PENS AND BINDERS	\$33.89
			STAPLES/SECOMM OFFICE SUPPLIES	\$31.44
	TXN00042734		WAL-MART #3261/DISPATCHER SHIF	\$200.00
	TXN00042808		WWW.NEWEGG.COM - Credit/CABLES	(\$54.26)
	TXN00042936		THE HOME DEPOT #4746/TOOLS	\$50.79
CORPORATE TRANSLATION SERVICES INC	138388	264728	TRANSLATION SRVCS-DEC 2018	\$176.42
HP INC	0429653	265009	PRINTER SPRT 5/15-8/15/18	\$387.55
PROVENCHER, JODY	123118	264770	REIMB 2018 MILEAGE	\$56.08
SPRAGUE PEST SOLUTIONS	3691583	264566	DEC 2018 MONTHLY SERVICE-BCES	\$44.21
VERIZON WIRELESS	9821679792	265056	CELL PHONES 12/07-1/06/19	\$424.60
XEROX CORPORATION	095659509	264809	MX4-322159 BASE/PRINTS-DEC	\$118.46

SECOMM OPERATIONS GENERAL TOTAL ****

\$2,275.87

Division:

601

E911 OPERATIONS

BANK OF AMERICA	TXN00042645	264930	STAPLES/PENS AND BINDERS	\$10.63
			STAPLES/911 RECORDS SUPPLIES	\$152.43



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HP INC		0429653	265009	PRINTER SPRT 5/15-8/15/18	\$387.55
VERIZON WIRELESS		9821679792	265056	CELL PHONES 12/07-1/06/19	\$155.91
E911 OPERATIONS TOTAL ****					\$706.52
Division: 602	SECOMM AGENCY				
BANK OF AMERICA		TXN00042597	264930	BATTERIES PLUS #0250/BATTERIES	\$14.58
PERFECTION GLASS	P059863	9993672497	264557	REPLACEMENT OF FLOOR SWEEPS AN	\$407.25
SECOMM AGENCY TOTAL ****					\$421.83
SECOMM CONSOLIDATED Total ***					\$3,404.22
FUND 803	UTILITY BILL CLEARING FUND				
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY16209	264513	Customer Refund	\$84.21
				Customer Refund	\$4,360.20
			264614	Customer Refund	\$84.21
				Customer Refund	\$4,360.20
		CISPAY16210	264639	Customer Refund	\$106.77
				Customer Refund	\$154.05
		CISPAY16211	264629	Customer Refund	\$185.35
		CISPAY16212	264592	Customer Refund	\$116.55
		CISPAY16213	264647	Customer Refund	\$93.98
		CISPAY16214	264666	Customer Refund	\$31.25
		CISPAY16215	264635	Customer Refund	\$55.97
		CISPAY16216	264621	Customer Refund	\$93.65
		CISPAY16217	264657	Customer Refund	\$2.40
		CISPAY16218	264665	Customer Refund	\$77.71
		CISPAY16219	264694	Customer Refund	\$7.39
		CISPAY16220	264672	Customer Refund	\$96.95
		CISPAY16221	264631	Customer Refund	\$55.38
		CISPAY16222	264652	Customer Refund	\$102.64
		CISPAY16223	264651	Customer Refund	\$80.42
		CISPAY16224	264630	Customer Refund	\$34.21
		CISPAY16225	264601	Customer Refund	\$13.64
		CISPAY16226	264645	Customer Refund	\$7.55
		CISPAY16227	264632	Customer Refund	\$80.12
		CISPAY16228	264671	Customer Refund	\$0.90
		CISPAY16229	264670	Customer Refund	\$150.00
		CISPAY16230	264604	Customer Refund	\$263.60
		CISPAY16231	264597	Customer Refund	\$76.92
		CISPAY16232	264624	Customer Refund	\$42.54
		CISPAY16233	264600	Customer Refund	\$30.52



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VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY16234	264644	Customer Refund	\$51.71
		CISPAY16235	264673	Customer Refund	\$9.67
		CISPAY16236	264638	Customer Refund	\$102.79
		CISPAY16237	264615	Customer Refund	\$78.63
		CISPAY16238	264653	Customer Refund	\$95.26
		CISPAY16239	264687	Customer Refund	\$99.06
		CISPAY16240	264640	Customer Refund	\$71.80
		CISPAY16241	264613	Customer Refund	\$51.23
		CISPAY16242	264606	Customer Refund	\$63.79
		CISPAY16243	264633	Customer Refund	\$24.99
		CISPAY16244	264622	Customer Refund	\$73.57
		CISPAY16245	264623	Customer Refund	\$123.82
		CISPAY16246	264637	Customer Refund	\$80.69
		CISPAY16247	264599	Customer Refund	\$40.93
		CISPAY16248	264659	Customer Refund	\$108.62
		CISPAY16249	264636	Customer Refund	\$77.62
		CISPAY16250	264603	Customer Refund	\$84.00
		CISPAY16251	264863	Customer Refund	\$167.74
		CISPAY16252	264882	Customer Refund	\$107.70
		CISPAY16253	264893	Customer Refund	\$88.82
		CISPAY16254	264869	Customer Refund	\$36.56
		CISPAY16255	264870	Customer Refund	\$39.53
		CISPAY16256	264813	Customer Refund	\$7.09
		CISPAY16257	264855	Customer Refund	\$50.21
		CISPAY16258	265065	Customer Refund	\$194.90
		CISPAY16259	265115	Customer Refund	\$137.83
		CISPAY16260	265103	Customer Refund	\$83.02
		CISPAY16261	265082	Customer Refund	\$181.28
		CISPAY16262	265146	Customer Refund	\$24.19
		CISPAY16263	265086	Customer Refund	\$168.92
		CISPAY16264	265125	Customer Refund	\$158.13
		CISPAY16265	265139	Customer Refund	\$53.87
		CISPAY16266	265079	Customer Refund	\$21.39
		CISPAY16267	265067	Customer Refund	\$88.97
		CISPAY16268	265066	Customer Refund	\$24.28
		CISPAY16269	265087	Customer Refund	\$117.36
		CISPAY16270	265102	Customer Refund	\$64.18
		CISPAY16271	265068	Customer Refund	\$9.89
		CISPAY16272	265084	Customer Refund	\$24.44
		CISPAY16273	265078	Customer Refund	\$58.41



City Of Richland

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From: 1/7/2019 To: 1/25/2019

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY16274	265151	Customer Refund	\$86.59
		CISPAY16275	265069	Customer Refund	\$70.27
		CISPAY16276	265153	Customer Refund	\$76.05
		CISPAY16277	265117	Customer Refund	\$72.90
		CISPAY16278	265132	Customer Refund	\$102.83
		CISPAY16279	265155	Customer Refund	\$41.83
		CISPAY16280	265133	Customer Refund	\$71.17
		CISPAY16281	265136	Customer Refund	\$37.14
WASTEWORCS REFUND		13033WW	264719	MISAPPLIED PMT WW13033	\$373.03
UNASSIGNED TOTAL ****					\$14,927.98
UTILITY BILL CLEARING FUND Total ***					\$14,927.98



City Of Richland

VL-1 Voucher Listing

From: 1/7/2019 To: 1/25/2019

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

\$3,863,767.67

Number of Invoices

Amount

Vouchers In Richland	306	\$300,736.56
Vouchers In Tri Cities	154	\$855,680.52
Vouchers In WA	257	\$617,159.62
Vouchers Outside WA	1554	\$2,090,190.97
Vouchers Final Total.....	2271	\$3,863,767.67

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$682.26	0.02%
2	BENEFITS	\$128,392.95	3.32%
3	SUPPLIES	\$652,158.32	16.88%
4	OTHER SERVICES & CHARGES	\$1,925,964.83	49.85%
5	INTERGOVERNMENTAL SERVICES	\$137,348.81	3.55%
6	CAPITAL PROJECTS	\$491,880.04	12.73%
	MACHINERY & EQUIPMENT	\$1,192.14	0.03%
7	DEBT SERVICE PRINCIPAL	\$174,607.29	4.52%
8	INTEREST	\$20,182.03	0.52%
	REFUNDS	\$14,927.98	0.39%
9	INTERFUND SERVICES	\$28.21	0%
	INVENTORY PURCHASES	\$316,402.81	8.19%
	Total	\$3,863,767.67	