



CITY COUNCIL REGULAR MEETING AGENDA
September 21, 2021 at 6:30 p.m.
City's Website

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded.

The City of Kennewick broadcasts City Council meetings on the City's website at <https://www.go2kennewick.com/CouncilMeetingBroadcasts>. The City will be providing options for citizen comment via Zoom and the City's website (see more information under Visitors on the agenda.)

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Soroptomist International of Pasco-Kennewick Proclamation

2. APPROVAL OF AGENDA

3. CONSENT AGENDA

All matters listed within the Consent Agenda have been distributed to each member of the Kennewick City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussion.

- a. Minutes of Regular Meeting of September 7, 2021.
- b. (1) Motion to approve Claims Roster for August 2021.
(2) Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for July 2021.
- c. Motion to approve Payroll Roster for August 31, 2021.
- d. Motion to authorize the City Manager to sign the agreement with Ferguson Enterprises for the Advanced Metering Infrastructure (AMI) System.
- e. Motion to authorize the City Manager to sign the agreement with Sensus to provide Advanced Metering Infrastructure (AMI) FCC lease agreement for the FlexNet communications network.
- f. Motion to authorize the City Manager to sign the agreement with WaterSmart software platform to provide Advanced Metering Infrastructure (AMI) customer portal services.
- g. Motion to authorize the City Manager to sign a change order not to exceed \$4,176.76 for the Interlocal Agreement with Benton PUD for the Washington Street Corridor Improvements Project.
- h. Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat for Sunrise Ridge #3, contingent upon the completion of outstanding Public Works and Planning requirements.

4. VISITORS

The City asks all members of the public that would like to comment under the Visitors section of the agenda to fill out an online form at <https://www.go2kennewick.com/VisitorsComments> no later than 5:00 p.m. on Monday, September 20th to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 5:00 p.m. on Monday, September 20th to be included in the Council packet.

If you wish to comment under the Visitors section during the meeting, please register at https://us02web.zoom.us/webinar/register/WN_WETdnsM9SuW0qi4YahqPIQ. Registrations must be received by 4:00 p.m. on Tuesday, September 21st.

5. ORDINANCES/RESOLUTIONS

- a. (1) Ordinance 5927: Zoning Ordinance Amendment (ZOA) 21-01 Amending KMC 18.68 Shoreline Management & Appendix A-2.
(2) Ordinance 5928: Amending KMC 18.59 Critical Areas – Wetlands
- b. Ordinance 5929: KMC 3.40 Funds
- c. Ordinance 5930: Repealing KMC 10.01.204 Stopping and Detaining - When Authorized
- d. (1) Ordinance 5931: Amending KMC 10.06.081 – Indecent Exposure
(2) Ordinance 5932: Amending KMC 10.10.090 – Vehicle Prowling
(3) Ordinance 5933: Amending KMC 10.14.020 – Telephone Harassment

6. PUBLIC HEARINGS/MEETINGS

- a. Notice of Intent for Annexation AZ 21-02 (Columbia Basin Development, LLC)

7. NEW BUSINESS

- a. (1) Council Chamber Audio Upgrade Project Proposal
(2) Council Chamber Audio Upgrade Contract Approval

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT



Proclamation

WHEREAS, the Soroptimist International organization, founded on October 3, 1921, has been working for the past 100 years to economically empower women and girls through access to education; and

WHEREAS, the Soroptimist International of Pasco-Kennewick club was formed in 1948, and has been an integral part of the Tri-Cities community for the past 73 years, contributing over \$750,000 and 200,000 hours of community service; and

WHEREAS, they have improved the lives of local women and girls by Providing local awards and scholarships for women through the *Soroptimist Live Your Dream Awards*® who are working to better their lives through higher education and skill training (20 women totaling \$35,000 in 2021); and

WHEREAS, they give girls 14-18 strategies and mentorship through the Soroptimist Dream It, Be It® one day conferences in areas where they need knowledge and skills to pursue their career goals; and

WHEREAS, they created Tri-Cities Soroptimist Against Trafficking (TCSAT) to bring awareness to the Tri-Cities of human trafficking and sexual exploitation of minors and co-founding the Tri-Cities Coalition Against Trafficking (TCCAT); and


WHEREAS, they provide support and assistance to numerous community partners serving women and girls in the Tri-Cities; **NOW, THEREFORE**,

I, DON BRITAIN, Mayor of the City of Kennewick, do hereby proclaim October 3, 2021, as


SOROPTIMIST INTERNATIONAL OF PASCO-KENNEWICK DAY

And congratulate the Soroptimist for its 100th anniversary and encourage everyone to celebrate the Soroptimist International of Pasco-Kennewick club for their many contributions to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be hereunto affixed the 21st day of September 2021.


DON BRITAIN, Mayor

Attest:


TERRI L. WRIGHT, City Clerk



CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
September 7, 2021

1. CALL TO ORDER

Mayor Don Britain called the meeting to order at 6:30 p.m.

Meeting was conducted through an online, virtual meeting platform. Councilmembers and staff joined remotely. City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded.

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Marie Mosley	Emily Estes-Cross	Other Employees
John Trumbo	Anthony Muai	Ken Hohenberg	
Bill McKay	Christina Palmer	Chad Michael	
Chuck Torelli	Lisa Beaton	Bruce Mills	
Jim Millbauer – Via phone	Cary Roe	Krystal Townsend	
Brad Beauchamp	Terri Wright	Chris Guerrero	
Mayor Don Britain	Dan Legard		

Mayor Britain led the Pledge of Allegiance.

HONORS & RECOGNITIONS

- AWC Recognition – Don Britain

Peter King, AWC Chief Executive Officer recognized Mayor Britain for his time serving on the AWC Board.

2. APPROVAL OF AGENDA

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to approve the Agenda as presented. The motion passed unanimously.

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of August 17, 2021.
- b. (1) Motion to approve Claims Roster for June 2021.
(2) Motion to approve Claims Roster for July 2021.
(3) Motion to approve Claims Roster for the Columbia Park Golf Course Account for July 2021.
(4) Motion to approve Claims Roster for the Toyota Center Operations Account for June 2021.
- c. Motion to approve Payroll Roster for August 15, 2021.
- d. Motion to authorize the City Manager to sign the contract with Axon Enterprise, Inc.
- e. Motion to authorize the City Manager to sign the License Agreement with Inspiration Estates Property Owners Association.
- f. Motion to authorize the City Manager to sign the agreement with JUB Engineering for the design of WWTP Non-Potable Water System (P2113).
- g. Motion to accept the recommendation of the Tri-Cities Hotel & Lodging Association to reappoint Jerry Beach to serve a 2-year term as Kennewick's representative on the Tri-City Regional Hotel Motel Commission.
- h. Motion to authorize the City Manager to execute an Interlocal Agreement for a joint stormwater study grant application with the cities of Richland, West Richland and Pasco.
- i. Motion to award Contract P2018-21 Sharron-Rainier Waterline Project to Double J Excavating, in the amount of \$527,796.00, plus a 10% contingency amount of \$52,779.60, for a total amount of \$580,575.60.

- j. Motion to award Contract P1514-21 (23rd & Gum St Lift Station) to Industrial Construction of Washington in the amount of \$507,905.06, plus a 10% construction contingency amount of \$50,790 for a total amount of \$558,695.06.
- k. Motion to authorize the City Manager to sign the agreement with JUB Engineering for the design of 2022 General Sewer Plan update (P2114).
Motion to authorize the City Manager to sign the agreement with HDR Engineering for the design of Water Treatment Plant (WTP) Capacity and Miscellaneous Upgrades (P2117).COPY AND PASTE CONSENT AGENDA

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to approve the Consent Agenda. The motion passed unanimously.

4. VISITORS

Jason Mercier, 2839 W. Kennewick Ave #PMB #535, Kennewick spoke in support of Resolution 21-10 opposing a local income tax on residents and businesses of the city.

5. ORDINANCE/RESOLUTIONS

- a. Resolution 21-10: Opposing a Local Income Tax on the Residents and Businesses of the City. Lisa Beaton, City Attorney reported.

RESOLUTION NO. 21-10

A RESOLUTION OF THE CITY OF KENNEWICK, WASHINGTON, REGARDING OPPOSITION TO A LOCAL INCOME TAX ON THE RESIDENTS AND BUSINESSES OF THE CITY, AND OTHER MATTERS RELATING THERETO

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to adopt Resolution No. 21-10. The motion passed 6 to 1. Mr. Torelli opposed.

6. PUBLIC HEARINGS/MEETINGS

- a. Resolution 21-09: Final Latecomers Reimbursement Agreement for 407, 408, 411 and 412 S. Grant St. Bruce Mills, Deputy Public Works Director reported.

Public hearing was opened and closed at 7:15 p.m. No public testimony was provided.

RESOLUTION NO.21-09

A RESOLUTION APPROVING A FINAL LATECOMER REIMBURSEMENT AGREEMENT FOR A SOUTH GRANT STREET SEWER LINE EXTENSION

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Resolution No. 21-09. The motion passed unanimously.

- b. Ordinance 5926: Hansen Property Annexation (AZ 21-01) Anthony Muai, Interim Planning Director reported.

Public hearing was opened at 7:20 p.m.

Dave Retter, 329 N. Kellogg St, Kennewick spoke in support.
Matt Smith, 15 SW Colorado, Ste 1, Bend, OR briefly spoke in support.

Public hearing was closed at 7:23 p.m.

ORDINANCE NO. 5926

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN TERRITORY LOCATED GENERALLY NORTH OF INTERSTATE 82 AND EAST OF CLODFELTER RD AND PROVIDING FOR ZONING CLASSIFICATION THEREOF OF RESIDENTIAL, LOW (RL) AND RESIDENTIAL, MEDIUM (RM) (AZ 21-01, HFRP, LLC)

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to adopt Ordinance No. 5926. The motion passed unanimously.

7. NEW BUSINESS - None
8. UNFINISHED BUSINESS - None
9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. ADJOURNMENT

Meeting adjourned at 7:44 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.(1)	Council Date	09/21/2021
Agenda Item Type	General Business Item		
Subject	Claims Roster - August		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That Council approve the Claims Roster for August 2021.

Motion for Consideration

I move to approve the Claims Roster for August 2021 in the amount of \$4,714,044.65, comprised of check numbers 301004-301371 and wire transfer numbers 21462 through 21465.

Summary

The payments on this Claims Roster are comprised of the following issuances during the period 8/01/2021-8/31/2021:
Check numbers 301004-301371: \$4,380,439.41 less voids in the amount of \$76,816.92

Wire transfer number 21462 \$245,938.15

Wire transfer number 21463 \$55,663.67

Wire transfer number 21464 \$217.00

Wire transfer number 21465 \$108,603.34

Total \$4,714,044.65

The above total excludes checks written for certain refunds and collected amounts due to other entities.

Alternatives

None.

Fiscal Impact

Total \$4,714,044.65.

Through	Denise Winters Sep 13, 12:10:21 GMT-0700 2021
Dept Head Approval	Dan Legard Sep 14, 11:11:09 GMT-0700 2021
City Mgr Approval	Marie Mosley Sep 16, 20:15:55 GMT-0700 2021

Attachments:

Recording Required?

**City of Kennewick
Claims Roster
08/01/2021 - 08/31/2021**

FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
001 - GENERAL FUND										
000 - NON-EXPENDITURE										
		21465	8/25/2021	General Fund	001000	369101		167 WA STATE DEPT OF REV	B&O, SALES, UTILITY	1.14
		21465	8/25/2021	General Fund	001000	237100		167 WA STATE DEPT OF REV		787.93
		301014	8/6/2021	General Fund	001000	229000		70001 BENTON COUNTY TREASU	CRIME VICTIM'S COMPENSATION AUG 21	1,527.80
		301015	8/6/2021	General Fund	001000	239103		99992 DARLENE LAPIERRE	RECREATION REFUND	46.84
		301016	8/6/2021	General Fund	001000	239103		99992 GESA CREDIT UNION	RECREATION REFUND	270.00
		301018	8/6/2021	General Fund	001000	229000		70000 WASHINGTON STATE TRE	DUE TO OTHER GOV'T'S	50,494.67
		301018	8/6/2021	General Fund	001000	229001		70000 WASHINGTON STATE TRE	BUILDING FEES	1,527.50
000 - NON-EXPENDITURE Total										54,655.88
011 - CITY COUNCIL										
		21463	8/17/2021	City Council	C1511600	543002		999998 EVENT* LAND USE CASE	MRSC REGISTRATION	35.00
		21463	8/17/2021	City Council	C1511600	543002		999998 EVENT* EMERGING LEGA	MRSC REGISTRATION	35.00
		21463	8/17/2021	City Council	C1511600	543002		3699 TRI-CITY AREA CHAMBE	TCRC REGISTRATION	25.00
011 - CITY COUNCIL Total										95.00
012 - CITY MANAGER										
		301358	8/27/2021	City Manager	C2513100	542002		30 VERIZON NORTHWEST	CITY MGR	87.28
012 - CITY MANAGER Total										87.28
023 - RECREATION SERVICES										
		21463	8/17/2021	Recreation Services	K1571210	531002		3223 WALMART SUPERCENTER	EVENT SUPPLIES	51.98
		21463	8/17/2021	Recreation Services	K1571210	531002		3223 WALMART SUPERCENTER	STAFF MEETING FOOD	14.72
		21463	8/17/2021	Recreation Services	K1571210	531002		3223 WALMART SUPERCENTER	HAND TRUCK	233.53
		21463	8/17/2021	Recreation Services	K1571210	531002		3223 WALMART SUPERCENTER	FLOWERS FOR SR	106.84
		21463	8/17/2021	Recreation Services	K1571210	531002		3717 AMAZON.COM	USB EXTENDER FOR CAMERAS	11.94
		21463	8/17/2021	Recreation Services	K1571210	531002		3717 AMAZON.COM	PENCIL SHARPENER	16.27
		21463	8/17/2021	Recreation Services	K1571210	531002		3717 AMAZON.COM	BUG ZAPPER	28.23
		21463	8/17/2021	Recreation Services	K1571210	531002		3883 U R M CASH & CARRY	GATORADE AND ICE FOR THE POOL	25.93
		21463	8/17/2021	Recreation Services	K1571210	531002		7237 GOTPRINT.COM	BUSINESS CARDS FOR B. LANGE, N. CARRASCO, J. RAMOS	18.06
		21463	8/17/2021	Recreation Services	K1571210	531002		6701 RED APPLE MARKET	ICE FOR POOL	6.49
		21463	8/17/2021	Recreation Services	K1571210	531002		70 VICTORIA LYNN'S LLC	MAD VOLLEYBALL T-SHIRTS SESSION 2	803.64
		21463	8/17/2021	Recreation Services	K1571210	531002		70 VICTORIA LYNN'S LLC	MAD INSPIRATION CAMP T-SHIRTS	336.66
		21463	8/17/2021	Recreation Services	K1571210	531002		3323 BIG LOTS #0446000446	UMBRELLAS FOR LIFEGUARD CHAIRS, SUNSCREEN	91.22
		21463	8/17/2021	Recreation Services	K1571210	535001		1258 OPEN SQUARE, WORKSPA	NUMERICA PAVILION LOBBY FURNITURE	2,930.79
		21463	8/17/2021	Recreation Services	K1571210	541008		7217 FACEBOOK	FACEBOOK BOOST POST	90.00
		21463	8/17/2021	Recreation Services	K1571210	549001		7680 PROCARD, PANDORA*INT	PANDORA RADIO FOR PAVILION	29.27
		21463	8/17/2021	Recreation Services	K1571210	520023		8444 ALL ABOUT EMBROIDERY	FRONT DESK STAFF POLOS	175.87
		21463	8/17/2021	Senior Services	K1571250	531001		3717 AMAZON.COM	OFFICE SUPPLIES	55.34
		21463	8/17/2021	Senior Services	K1571250	531002		1211 FRED MEYER	FACE MASKS AND ICE BAGS	20.61
		21463	8/17/2021	Senior Services	K1571250	531002		3717 AMAZON.COM	DOOR HANDLE COVERS	25.96
		21463	8/17/2021	Senior Services	K1571250	531002		3717 AMAZON.COM	FACE MASKS FOR COMMUNITY CENTER	22.12
		21463	8/17/2021	Senior Services	K1571250	531002		10459 PROCARD, PAYFLOW/PAY	ART FOR THE COMMUNITY CENTER	1,669.14
		21465	8/25/2021	Recreation Services	K1571210	544002		167 WA STATE DEPT OF REV		16.31
		301184	8/18/2021	Recreation Services	K1571210	541105		8250 MOSES LAKE MENS SOFT	52 MENS GAMES	2,052.00
		301221	8/27/2021	Recreation Services	K1571210	541005		2481 CI INFORMATION MANAG	ONSITE SHRED SERVICE	45.82
		301246	8/27/2021	Recreation Services	K1571210	541005		97 ELIZABETH KASPER MIL	WATER SAFETY FROM 6/14 - 6/19/21	1,000.00
		301294	8/27/2021	Recreation Services	K1571210	541005		8250 MOSES LAKE MENS SOFT	MENS GAMES	2,052.00
		301358	8/27/2021	Recreation Services	K1571210	542002		30 VERIZON NORTHWEST	PGM COORD	97.66
		301358	8/27/2021	Senior Services	K1571250	542002		30 VERIZON NORTHWEST	PGM COORD	82.28
023 - RECREATION SERVICES Total										12,110.68
024 - FACILITIES MAINTENANCE										
		21463	8/17/2021	General Parks Facilities	K2576810	531012		999998 IR INDUSTRIAL	COMPRESSOR SOUTHRIDGE SHOP	832.77
		21463	8/17/2021	General Parks Facilities	K2576810	531012		999998 COUNTRY HOME ELEVATO	GRANGE LIFT KEYS	50.90
		21463	8/17/2021	General Parks Facilities	K2576810	531012		33 ADVANCED SPECIALTY G	POOL CHLORINE	6,615.71
		301020	8/13/2021	General Parks Facilities	K2576810	541043		8623 ACE SALES & SERVICE	TOILET & DAMAGE RISK GUARD	108.65
		301023	8/13/2021	Other City Facilities	K2576900	531012		10587 ALOHA GARAGE DOOR CO	FURNISH & INSTALLATION AT MAINTENANCE SHOP	1,889.64
		301023	8/13/2021	Other City Facilities	K2576900	531012		10587 ALOHA GARAGE DOOR CO	PUSH BUTTON	194.39
		301024	8/13/2021	General Parks Facilities	K2576810	541007		5911 AMERICAN BUILDING MA	SOUTHRIDGE PAVILLION	3,851.01
		301024	8/13/2021	Other City Facilities	K2576900	541007		5911 AMERICAN BUILDING MA	PURCHASING	9,692.45
		301026	8/13/2021	General Parks Facilities	K2576810	531012		3088 APOLLO MECHANICAL CO	CP GOLF COURSE	1,927.47
		301026	8/13/2021	Other City Facilities	K2576900	541052		3088 APOLLO MECHANICAL CO	FILTER AND FLUSH	5,736.76
		301026	8/13/2021	Other City Facilities	K2576900	541052		3088 APOLLO MECHANICAL CO	HVAC LABOR & CONTACTOR AT FIRE STATION #1	134.57
		301026	8/13/2021	Other City Facilities	K2576900	541052		3088 APOLLO MECHANICAL CO	HVAC ANNEX	207.43
		301026	8/13/2021	Other City Facilities	K2576900	541052		3088 APOLLO MECHANICAL CO	OT	433.31
		301036	8/13/2021	General Parks Facilities	K2576810	520021		9635 BRUNSON, ROGER	JEANS REIMBURSEMENT FOR ROGER BRUNSON	162.74
		301040	8/13/2021	General Parks Facilities	K2576810	531019		5050 CENTRAL HOSE & FITTI	HOSE ASSY	32.99
		301069	8/13/2021	General Parks Facilities	K2576810	531031		5426 EWING IRRIGATION PRO	SPRINKLER REPAIR	1,304.91
		301073	8/13/2021	Other City Facilities	K2576900	531012		86 FERGUSON ENTERPRISES	FIRE HYDRANT & PARTS - 10TH/KELLOGG FH INSTALL	6,236.44

City of Kennebec
Claims Roster
08/01/2021 - 08/31/2021

FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
		301073	8/13/2021	Other City Facilities	K2576900	531046		86 FERGUSON ENTERPRISES	CLEAN OUT	6.79
		301074	8/13/2021	General Parks Facilities	K2576810	531012		9237 FIKES NORTHWEST CORP	AIR FRESHENERS	37.34
		301074	8/13/2021	Other City Facilities	K2576900	531012		9237 FIKES NORTHWEST CORP	AIR FRESHENERS	113.03
		301092	8/13/2021	General Parks Facilities	K2576810	531031		78 KENNEBICK INDUSTRIAL	IRRIGATION REPAIR	554.53
		301118	8/13/2021	Other City Facilities	K2576900	541005		4520 OTIS ELEVATOR	FACILITIES - CONTRACT	13,332.26
		301136	8/13/2021	General Parks Facilities	K2576810	541005		817 SENSKE LAWN & TREE C	TOYOTA CENTER & ARENA	1,830.15
		301153	8/13/2021	General Parks Facilities	K2576810	541005		5945 TK ELEVATOR		52.08
		301164	8/13/2021	General Parks Facilities	K2576810	531012		3564 US LINEN AND UNIFORM	500 S AUBURN - SENIOR CENTER	32.58
		301164	8/13/2021	Other City Facilities	K2576900	531012		3564 US LINEN AND UNIFORM	414 E 10TH - EQUIP RENTAL/WATER SHOP - SLATE MATS	141.88
		301188	8/27/2021	General Parks Facilities	K2576810	541043		8623 ACE SALES & SERVICE	HANDICAP TOILET & DAMAGE RISK GUARD - K4	137.80
		301189	8/27/2021	General Parks Facilities	K2576810	531012		33 ADVANCED SPECIALTY G	CYLINDER RENTAL	102.00
		301193	8/27/2021	General Parks Facilities	K2576810	41052-		3088 APOLLO MECHANICAL CO	SR SPORTS/EVENT	781.92
		301193	8/27/2021	General Parks Facilities	K2576810	41052-		3088 APOLLO MECHANICAL CO	HVAC REPAIR & MAINTENANCE - H. GRANGE - CAPACITOR	217.76
		301193	8/27/2021	Other City Facilities	K2576900	541052		3088 APOLLO MECHANICAL CO	STREET/PAINT STORAGE	2,267.58
		301193	8/27/2021	Other City Facilities	K2576900	541052		3088 APOLLO MECHANICAL CO	HVAC REPAIR & MAINT - CH -CAPACITOR AND CONTACTOR	300.38
		301193	8/27/2021	Other City Facilities	K2576900	541052		3088 APOLLO MECHANICAL CO	HVAC REPAIR & MAINT. - CITY HALL - FILTER DRYER	823.07
		301200	8/27/2021	General Parks Facilities	K2576810	531045		4052 BATTERIES PLUS	ACTIVATION BUTTONS	28.89
		301207	8/27/2021	General Parks Facilities	K2576810	531012		84 BENTON PUD NO. 1	STREET LIGHT AT COL. PARK	429.95
		301207	8/27/2021	General Parks Facilities	K2576810	547001		84 BENTON PUD NO. 1	#105526-602 S COLUMBIA CENTER BLVD	57.56
		301207	8/27/2021	General Parks Facilities	K2576810	547001		84 BENTON PUD NO. 1	#105551-903 W METALINE AVE IRRIGATION TIMER	18.86
		301207	8/27/2021	General Parks Facilities	K2576810	547001		84 BENTON PUD NO. 1	#106068-5914 W 4TH AVE	18.50
		301207	8/27/2021	General Parks Facilities	K2576810	547001		84 BENTON PUD NO. 1	#160356 W RIDGELINE DR	71.01
		301207	8/27/2021	General Parks Facilities	K2576810	547001		84 BENTON PUD NO. 1	#166548 & 231757-COLUMBIA PARK CAMPGROUND	46.08
		301207	8/27/2021	General Parks Facilities	K2576810	547001		84 BENTON PUD NO. 1	#231346-COLUMBIA PARK	70.88
		301207	8/27/2021	General Parks Facilities	K2576810	547001		84 BENTON PUD NO. 1	#270220-1600 S UNION ST	44.40
		301207	8/27/2021	General Parks Facilities	K2576810	547001		84 BENTON PUD NO. 1	#272165-SOUTHBRIDGE BLVD CONCESSION STAND	3,808.41
		301207	8/27/2021	General Parks Facilities	K2576810	547001		84 BENTON PUD NO. 1	#272187-COLUMBIA PARK TRAIL	8,455.11
		301207	8/27/2021	General Parks Facilities	K2576810	547001		84 BENTON PUD NO. 1	5914 W 4TH AVE	197.19
		301207	8/27/2021	General Parks Facilities	K2576810	547001		84 BENTON PUD NO. 1	ALL OTHER METERS	3,759.25
		301207	8/27/2021	General Parks Facilities	K2576810	547001		84 BENTON PUD NO. 1	CITY PARKS	291.44
		301207	8/27/2021	Other City Facilities	K2576900	547001		84 BENTON PUD NO. 1	#167981-8200 W GAGE BLVD	117.16
		301207	8/27/2021	Other City Facilities	K2576900	547001		84 BENTON PUD NO. 1	#250107-414 E 10TH AVE	864.53
		301207	8/27/2021	Other City Facilities	K2576900	547001		84 BENTON PUD NO. 1	SECURITY LIGHTING-210 W 6TH AVE	18,672.31
		301217	8/27/2021	General Parks Facilities	K2576810	547003		83 CASCADE NATURAL GAS	ACCT #330-061-0000-3: 1500 S UNION ST	56.84
		301217	8/27/2021	General Parks Facilities	K2576810	547003		83 CASCADE NATURAL GAS	ACCT #788-561-0000-9: 315 W 6TH AVE	94.29
		301217	8/27/2021	Other City Facilities	K2576900	547003		83 CASCADE NATURAL GAS	ACCT #981-661-0000-2: 600 S AUBURN ST	220.14
		301217	8/27/2021	Other City Facilities	K2576900	547003		83 CASCADE NATURAL GAS	ACCT #352-402-4679-9: 6941 W GRANDRIDGE BLVD	1,290.08
		301226	8/27/2021	General Parks Facilities	K2576810	531002		7849 COLUMBIA BASIN ICE A	ICE - PARKS & FACILITIES	50.76
		301251	8/27/2021	General Parks Facilities	K2576810	531019		166 FARMERS EXCHANGE	EDGER BLADES	980.70
		301251	8/27/2021	General Parks Facilities	K2576810	531019		166 FARMERS EXCHANGE	WEED EATER STRING & CHAIN OIL	81.43
		301251	8/27/2021	General Parks Facilities	K2576810	531019		166 FARMERS EXCHANGE	WEED EATER STRING AND HEAD	107.48
		301251	8/27/2021	General Parks Facilities	K2576810	531019		166 FARMERS EXCHANGE	MOW BALL NYLON - EQUIPMENT REPAIR	40.66
		301251	8/27/2021	General Parks Facilities	K2576810	531019		166 FARMERS EXCHANGE	WEED EATER STRING AND CHAINS FOR POLE SAW	120.75
		301251	8/27/2021	General Parks Facilities	K2576810	531019		166 FARMERS EXCHANGE	LOW PROFILE LOOP CHAIN & GALLON OF OIL	56.63
		301251	8/27/2021	General Parks Facilities	K2576810	531019		166 FARMERS EXCHANGE	CHAINSAW CHAIN SHARPENING	109.47
		301251	8/27/2021	General Parks Facilities	K2576810	531019		166 FARMERS EXCHANGE	CHAINS FOR SAW	31.11
		301251	8/27/2021	General Parks Facilities	K2576810	531019		166 FARMERS EXCHANGE	WEED EATER STRING AND HEADS	195.44
		301251	8/27/2021	General Parks Facilities	K2576810	531019		166 FARMERS EXCHANGE	WEED EATER TAP HEADS	130.29
		301251	8/27/2021	General Parks Facilities	K2576810	531019		166 FARMERS EXCHANGE	WEED EATER REPLACEMENT	43.43
		301251	8/27/2021	General Parks Facilities	K2576810	535001		166 FARMERS EXCHANGE	WEED EATER HEAD	38.00
		301251	8/27/2021	General Parks Facilities	K2576810	535001		166 FARMERS EXCHANGE	WEED EATER REPLACEMENT	608.14
		301251	8/27/2021	General Parks Facilities	K2576810	535001		166 FARMERS EXCHANGE	BLOWER	521.27
		301251	8/27/2021	General Parks Facilities	K2576810	535001		166 FARMERS EXCHANGE	WEED EATER HEADS	58.64
		301251	8/27/2021	General Parks Facilities	K2576810	531035		166 FARMERS EXCHANGE	WEED EATER HEAD	86.86
		301251	8/27/2021	General Parks Facilities	K2576810	531035		166 FARMERS EXCHANGE	DONUT BLACK DIAMOND WEED EATER STRING	43.43
		301251	8/27/2021	General Parks Facilities	K2576810	531035		166 FARMERS EXCHANGE	WEED EATER STRING	150.92
		301251	8/27/2021	General Parks Facilities	K2576810	531035		166 FARMERS EXCHANGE	ECHO POLE SAW BAR	31.07
		301251	8/27/2021	General Parks Facilities	K2576810	531035		166 FARMERS EXCHANGE	SUPER GUARD CHISEL CHAIN	43.16
		301252	8/27/2021	General Parks Facilities	K2576810	531012		8774 FASTENAL COMPANY	SIGN BOLTS	90.27
		301252	8/27/2021	General Parks Facilities	K2576810	531012		8774 FASTENAL COMPANY	LOCK TITE	23.25
		301252	8/27/2021	General Parks Facilities	K2576810	531045		8774 FASTENAL COMPANY	PLAYGROUND HARDWARE	11.13
		301252	8/27/2021	General Parks Facilities	K2576810	531046		8774 FASTENAL COMPANY	MOUNTING HARDWARE	15.52
		301254	8/27/2021	Other City Facilities	K2576900	531012		86 FERGUSON ENTERPRISES	HYDRANT INSTALLATION SUPPLIES/ TRACET WIRE AND PIP	173.92
		301254	8/27/2021	Other City Facilities	K2576900	531046		86 FERGUSON ENTERPRISES	CO PLUG	-6.79
		301257	8/27/2021	General Parks Facilities	K2576810	531021		9431 G & R AG PRODUCTS IN	NOZZLE, SWIVEL, & BRASS STR - SPRAYER REPAIR	103.85
		301270	8/27/2021	Other City Facilities	K2576900	531012		113 INLAND ASPHALT COMPA	ASPHALT FOR FIRE STATION 5 PATCH	506.84
		301277	8/27/2021	General Parks Facilities	K2576810	531012		78 KENNEBICK INDUSTRIAL	SWITCH PLATES	7.44

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FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	SWING JOINT KIT FOR IRRIGATION REPAIR	24.53
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	ELL PVC 90 - IRRIGATION REPAIR	12.47
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	UNION/NIPPLE/BUSH/ELL/TEE PVC'S & HUNTER VALVE	282.07
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	VALVE ELEC GLOBE - IRRIGATION REPAIR	147.20
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	UNION/ADAP MALE/ELL/TEE/BUSH/NIPPLE PVC'S & VALVES	278.74
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	MATCO GATE VALVE & NIPPLE PVC - IRRIGATION REPAIR	43.75
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	COUP PVC & ELL PVC - IRRIGATION REPAIR	25.60
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	PVC'S, COUP DRESSER, SWAB PIPE - IRRIGATION REPAIR	275.70
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	R/B NOZZLE HALF - IRRIGATION REPAIR	39.61
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	COUP PVC COMP, ELL PVC - IRRIGATION REPAIR	17.93
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	HUNTER BATTERY OP CONTROLLER - IRRIGATION REPAIR	104.02
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	SCREEN & PRESSURE SWITCH - IRRIGATION REPAIR	90.11
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	ELEMENT GRAY MESH - IRRIGATION REPAIR	142.66
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	ELEMENT STST - IRRIGATION REPAIR SUPPLIES	-142.66
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	ELL PVC, COUP PVC, TEE PVC - IRRIGATION REPAIR	64.05
		301277	8/27/2021	General Parks Facilities	K2576810	531031		78 KENNEWICK INDUSTRIAL	ROMAC COUPLER, ELL PVC, BUSH PVC - IRRIGATION REP.	165.93
		301277	8/27/2021	General Parks Facilities	K2576810	531045		78 KENNEWICK INDUSTRIAL	AERATOR & REAL-TITE PLUG - SPLASH PAD	58.80
		301277	8/27/2021	General Parks Facilities	K2576810	531045		78 KENNEWICK INDUSTRIAL	REAL-TITE PLUG FOR PIRATE SHIP ACCESS	14.17
		301277	8/27/2021	General Parks Facilities	K2576810	531045		78 KENNEWICK INDUSTRIAL	MAPP GAS - MALLET REPAIR	10.07
		301277	8/27/2021	General Parks Facilities	K2576810	531046		78 KENNEWICK INDUSTRIAL	PROGRESS REPAIR COUPLING	63.92
		301277	8/27/2021	General Parks Facilities	K2576810	531046		78 KENNEWICK INDUSTRIAL	T5 TANK EXPANSION TWO GALLONS	44.92
		301277	8/27/2021	General Parks Facilities	K2576810	531035		78 KENNEWICK INDUSTRIAL	LANDSCAPE FABRIC	92.71
		301277	8/27/2021	Other City Facilities	K2576900	531012		78 KENNEWICK INDUSTRIAL	LIGHTS	188.50
		301277	8/27/2021	Other City Facilities	K2576900	531012		78 KENNEWICK INDUSTRIAL	LED LIGHTS	75.73
		301277	8/27/2021	Other City Facilities	K2576900	531046		78 KENNEWICK INDUSTRIAL	TOILET & FOUNTAIN REPAIR SUPPLIES	330.60
		301280	8/27/2021	General Parks Facilities	K2576810	531046		424 LAYNE OF WASHINGTON,	LIFT PUMP REPAIR	108.60
		301293	8/27/2021	General Parks Facilities	K2576810	541005		5112 MOON SECURITY SERVIC		76.02
		301293	8/27/2021	General Parks Facilities	K2576810	541092		5112 MOON SECURITY SERVIC		75.97
		301293	8/27/2021	Other City Facilities	K2576900	541005		5112 MOON SECURITY SERVIC		355.68
		301309	8/27/2021	General Parks Facilities	K2576810	531012		917 OXARC, INC.	CAUSTIC SODA & CONTAINER DEPOSIT - POOL CHEMICALS	318.79
		301313	8/27/2021	General Parks Facilities	K2576810	531012		329 PLATT ELECTRIC SUPPL	LED LIGHT, MVOLT, BRACKET, TEST LEAD SET -LIGHTING	88.45
		301313	8/27/2021	General Parks Facilities	K2576810	531012		329 PLATT ELECTRIC SUPPL	LED STRIP LIGHTS, JACKCHN, HNGR SCRW, HOOK	149.03
		301313	8/27/2021	Other City Facilities	K2576900	531012		329 PLATT ELECTRIC SUPPL	LED	154.97
		301313	8/27/2021	Other City Facilities	K2576900	531012		329 PLATT ELECTRIC SUPPL	HEAT SHRINK	11.12
		301328	8/27/2021	General Parks Facilities	K2576810	531002		7555 SHERWIN-WILLIAMS COM	5 GAL PAINT FOR GRAFFITI	212.15
		301335	8/27/2021	Other City Facilities	K2576900	531012		2430 STONEWAY ELECTRIC SU	ELEVATOR PADLOCK ATTACHMENT LOCK OUT - ELEVATOR	63.87
		301358	8/27/2021	General Parks Facilities	K2576810	542001		30 VERIZON NORTHWEST	PK/FAC	975.32
		301362	8/27/2021	Other City Facilities	K2576900	541005		104 WA STATE LABOR & IND	OPERATING CERTIFICATE FOR FROST ELEVATOR	134.10
		301363	8/27/2021	General Parks Facilities	K2576810	531012		1035 WASHINGTON HARDWARE	REPLACE CLOCK AND ROPE FOR POOL COVERS	27.13
		301363	8/27/2021	General Parks Facilities	K2576810	531012		1035 WASHINGTON HARDWARE	WHITE BOARD & ERASER	35.79
		301363	8/27/2021	General Parks Facilities	K2576810	531019		1035 WASHINGTON HARDWARE	TRUCK PARTS	15.18
		301363	8/27/2021	General Parks Facilities	K2576810	531045		1035 WASHINGTON HARDWARE	BATTERIES	56.43
		301363	8/27/2021	General Parks Facilities	K2576810	531046		1035 WASHINGTON HARDWARE	FAUCET REPAIR SUPPLIES	24.91
		301363	8/27/2021	General Parks Facilities	K2576810	531035		1035 WASHINGTON HARDWARE	PRUNING SAW	38.00
		301363	8/27/2021	Other City Facilities	K2576900	531012		1035 WASHINGTON HARDWARE	MOSQUITOS AND FLAGS	48.80
		301363	8/27/2021	Other City Facilities	K2576900	531021		1035 WASHINGTON HARDWARE	ANT TRAP	18.43
		301368	8/27/2021	General Parks Facilities	K2576810	531021		1755 WILBUR-ELLIS COMPANY	WEED KILLER	388.03
		024 - FACILITIES MAINTENANCE Total								109,039.14
		026 - ECONOMIC DEVELOPMENT								
		21463	8/17/2021	Economic & Business Developmnt	K7558700	541008		6620 STK*SHUTTERSTOCK.COM	IMAGES FOR MARKETING PURPOSES	31.50
		21463	8/17/2021	Economic & Business Developmnt	K7558700	541008		9708 PROCARD, EIG	EMAIL MANAGEMENT FOR BUSINESS CONTACTS	211.78
		21463	8/17/2021	Economic & Business Developmnt	K7558700	541008		9708 PROCARD, EIG	EMAIL MANAGEMENT FOR BUSINESS CONTACTS-PRORATED FO	3.61
		301358	8/27/2021	Economic & Business Developmnt	K7558700	542002		30 VERIZON NORTHWEST	ECONOMIC DEV - ROHANNA	56.52
		026 - ECONOMIC DEVELOPMENT Total								303.41
		032 - ACCOUNTING								
		21463	8/17/2021	Finance	B1514230	535001		3717 AMAZON.COM	WEBCAM - DENISE WINTERS	95.01
		21463	8/17/2021	Finance	B1514230	543002		350 WFOA CONFERENCE	WFOA CONFERENCE 2021	325.00
		301044	8/13/2021	Finance	B1514230	541005		2481 CI INFORMATION MANAG		23.06
		301167	8/13/2021	Finance	B1514230	541001		976 WA STATE AUDITOR'S O	FINANCIAL AUDIT	26,713.20
		301286	8/27/2021	Finance	B1514230	531001		3842 MARTIN BUSINESS SYST	PAYROLL CHECK STOCK	105.52
		301321	8/27/2021	Finance	B1514230	541005		1314 REHN & ASSOCIATES, I	AEI AUGUST ELECTIONS FOR G. DUFFY & Y. REYNA	3.86
		301321	8/27/2021	Finance	B1514230	541005		1314 REHN & ASSOCIATES, I	COBRA NOTICES FOR END OF JULY - AUG RESIGNATIONS	75.00
		032 - ACCOUNTING Total								27,340.65
		033 - HUMAN RESOURCES								
		21463	8/17/2021	Human Resources	B2518100	541008		2344 PNCWA	JOB POSTING FOR SENIOR ACT SPECIALIST	200.00
		301075	8/13/2021	Human Resources	B2518100	549064		4370 GAFFEY, PAUL	CDL RENEWAL FOR PAUL GAFFEY	102.00
		301117	8/13/2021	Human Resources	B2518100	549064		7831 ON SCENE MEDICAL SER	DOT CDL ANNUAL PHYSICAL FOR W. MARAZZO	110.00

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		301174	8/13/2021	Human Resources	B2518100	541104		7879 WESLEY GROUP, THE, T	LABOR RELATIONS CONSULTATION WITH HR DIRECTOR	150.00
		301213	8/27/2021	Human Resources	B2518100	531047		5827 CALIPER MANAGEMENT I	CANDIDATE FOR FINANCE-OFFICE SPECIALIST A. BOLT	368.00
		301213	8/27/2021	Human Resources	B2518100	531047		5827 CALIPER MANAGEMENT I	CANDIDATE FOR CUSTOMER CARE REP C. EVANS	368.00
		301221	8/27/2021	Human Resources	B2518100	535001		2481 CI INFORMATION MANAG	ADMIN HALLWAY 2 BINS -SHRED SERVICE ON 07/31/21	95.78
		301283	8/27/2021	Human Resources	B2518100	549064		9277 LOURDES OCCUPATIONAL	DOT CDL ANNUAL PHYSICAL FOR D. BUGHER	120.00
		301283	8/27/2021	Human Resources	B2518100	549064		9277 LOURDES OCCUPATIONAL	DOT CDL ANNUAL PHYSICAL FOR J. TUERINA	120.00
		301296	8/27/2021	Human Resources	B2518100	520024		1030 NAVIA BENEFIT SOLUTI		503.10
		301308	8/27/2021	Human Resources	B2518100	549064		7831 ON SCENE MEDICAL SER	DOT CDL PHYSICALS FOR D. GERLACH, T.BRAIN, M.FELLOW	330.00
		301334	8/27/2021	Human Resources	B2518100	531047		8315 STERLING	PRE-EMPLOYMENT BACKGROUND CHECKS	377.93
		033 - HUMAN RESOURCES Total								2,844.81
	034 - CIVIL SERVICE									
		301117	8/13/2021	Civil Service	B3518100	541090		7831 ON SCENE MEDICAL SER	KFD PRE-EMPLOYMENT PHYSICAL FOR R. PEREA	747.00
		301276	8/27/2021	Civil Service	B3518100	541090		10205 KENNETH COLE COUNSEL	KPD PRE-EMPLOYMENT PSYCH EVAL FOR K. CHRISTENSEN	600.00
		301276	8/27/2021	Civil Service	B3518100	541090		10205 KENNETH COLE COUNSEL	KPD PRE-EMPLOYMENT PSYCH EVAL FOR J. HULL	600.00
		301308	8/27/2021	Civil Service	B3518100	541090		7831 ON SCENE MEDICAL SER	KPD PRE-EMPLOYMENT PHYSICALS J.HULL, C.CHRISTENSEN	1,246.00
		301358	8/27/2021	Civil Service	B3518100	542002		30 VERIZON NORTHWEST	CVL	41.14
		034 - CIVIL SERVICE Total								3,234.14
	035 - CUSTOMER SERVICE									
		21463	8/17/2021	Customer Service	B4514230	531001		7237 GOTPRINT.COM	BUSINESS CARDS FOR B. LANGE, N. CARRASCO, J. RAMOS	36.12
		21463	8/17/2021	Customer Service	B4514230	531001		4544 SPARE TIME LANES	WELLNESS PROGRAM	380.10
		301058	8/13/2021	Customer Service	B4514230	542005		3530 DATAPROSE INC	POSTAGE FOR JUNE UTILITY BILLINGS & LATE NOTICES	5,836.95
		301058	8/13/2021	Customer Service	B4514230	541080		3530 DATAPROSE INC	UTILITY BILLINGS, LATE NOTICES, INSERTS & NCOA FEE	2,131.45
		301172	8/13/2021	Customer Service	B4514230	541078		4479 WEBCHECK INC		2,089.46
		035 - CUSTOMER SERVICE Total								10,474.08
	036 - CODE ENFORCEMENT									
		21463	8/17/2021	Code Enforcement	B5524600	541096		14 BENTON COUNTY	RECORDING	213.20
		301024	8/13/2021	Code Enforcement	B5524600	541005		5911 AMERICAN BUILDING MA		350.00
		301028	8/13/2021	Code Enforcement	B5524600	541070		9813 B-F JUVENILE JUSTICE		3,100.83
		301197	8/27/2021	Code Enforcement	B5524600	541070		9813 B-F JUVENILE JUSTICE		3,100.83
		301358	8/27/2021	Code Enforcement	B5524600	542002		30 VERIZON NORTHWEST	CODE ENF	166.82
		036 - CODE ENFORCEMENT Total								6,931.68
	042 - CITY ATTORNEY									
		21463	8/17/2021	Legal Services	A1515300	541004		7458 PROCARD, WASHINGTON	POTENTIALLY DANGEROUS DOG DECLARATION APPEAL; COK	-83.00
		21463	8/17/2021	Legal Services	A1515300	541004		7458 PROCARD, WASHINGTON	YAKIMA COUNTY CLERK; CERTIFIED COPIES; 16-1-01098-	17.50
		21463	8/17/2021	Legal Services	A1515300	541004		7458 PROCARD, WASHINGTON	YAKIMA COUNTY CLERK; CERTIFIED COPIES; 16-1-00077-	17.50
		21463	8/17/2021	Legal Services	A1515300	541004		7047 PROCARD, E-FILING.CO	WALLA WALLA COUNTY; JUDGMENT AND SENTENCE; 16-1-00	16.00
		301044	8/13/2021	Legal Services	A1515300	531001		2481 CI INFORMATION MANAG	ON SITE SHRED - PURGE AND RECURRING SHRED SERVICE	143.68
		301116	8/13/2021	Legal Services	A1515300	541005		8800 OGDEN MURPHY WALLACE		308.00
		301126	8/13/2021	Legal Services	A1515300	531001		3467 PRONTO PROCESS SERVI	JUNE MONTHLY MESSENGER SERVICE	50.00
		301126	8/13/2021	Legal Services	A1515300	531001		3467 PRONTO PROCESS SERVI	JULY MONTHLY MESSENGER SERVICE	50.00
		301175	8/13/2021	Legal Services	A1515300	549015		853 WEST GROUP PAYMENT C		59.48
		301332	8/27/2021	Legal Services	A1515300	531001		2536 STAPLES ADVANTAGE, S	MISC OFFICE SUPPLIES	72.83
		301358	8/27/2021	Legal Services	A1515300	542002		30 VERIZON NORTHWEST	CITY ATTORNEY	160.12
		301367	8/27/2021	Legal Services	A1515300	549015		853 WEST GROUP PAYMENT C		55.59
		042 - CITY ATTORNEY Total								867.70
	051 - CITY CLERK									
		21463	8/17/2021	City Clerk	M1514300	531001		3717 AMAZON.COM	OFFICE SUPPLIES	71.68
		21463	8/17/2021	City Clerk	M1514300	543002		999998 EVENT* PRA DEEP DIVE	WEBINAR - PRA JUVENILE/CHILD RECORDS (HANSEN, TOWN	80.00
		21463	8/17/2021	City Clerk	M1514300	549001		172 THE TRI-CITY HERALD	MONTHLY ELECTRONIC SUBSCRIPTION	9.99
		301004	8/6/2021	City Clerk	M1514300	541008		172 THE TRI-CITY HERALD	5908 ORDINANCE SUMMARY PUBLICATION	48.41
		301149	8/13/2021	City Clerk	M1514300	541008		172 THE TRI-CITY HERALD	ORDINANCE 5909 SUMMARY PUBLICATION	58.04
		301149	8/13/2021	City Clerk	M1514300	541008		172 THE TRI-CITY HERALD	ORDINANCE 5910 SUMMARY PUBLICATION	43.60
		301149	8/13/2021	City Clerk	M1514300	541008		172 THE TRI-CITY HERALD	ORDINANCE 5911 SUMMARY PUBLICATION	62.86
		301149	8/13/2021	City Clerk	M1514300	541008		172 THE TRI-CITY HERALD	ORDINANCE 5913-5916 SUMMARY PUBLICATION	132.69
		301149	8/13/2021	City Clerk	M1514300	541008		172 THE TRI-CITY HERALD	PH NOTICE 6YR TIP	123.00
		301149	8/13/2021	City Clerk	M1514300	541008		172 THE TRI-CITY HERALD	ORDINANCE 5917 & 5918 SUMMARY PUBLICATION	60.45
		301205	8/27/2021	City Clerk	M1514300	549016		34 BENTON COUNTY AUDITO	RECORDING FEE - OUA 1826 S GUM ST	207.50
		051 - CITY CLERK Total								898.28
	053 - PURCHASING									
		21463	8/17/2021	Purchasing	M2518400	535001		999998 FLEXISPOT	STANDING DESK/RISER FOR PAT MENDENHALL	260.63
		301299	8/27/2021	Purchasing	M2518400	531007		4770 NETWORK SERVICES COM	INV 200 PINE SOL	396.39
		301358	8/27/2021	Purchasing	M2518400	542002		30 VERIZON NORTHWEST	PURCH	41.14
		053 - PURCHASING Total								698.16
	054 - INFORMATION TECHNOLOGY									
		21463	8/17/2021	Information Technology	M3518800	536002		3717 AMAZON.COM	BLUETOOTH HEADSET FOR JOHN NOBLE	86.87
		21463	8/17/2021	Information Technology	M3518800	536002		3717 AMAZON.COM	5 DELL LAPTOP CHARGERS	381.40
		21463	8/17/2021	Information Technology	M3518800	536002		3717 AMAZON.COM	MICROPHONE EXT CABLES FOR COUNCIL CHAMBERS	14.48

**City of Kennewick
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FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
		21463	8/17/2021	Information Technology	M3518800	542001	999998	NEXVORTEX INC	PHONE LINE CHARGES - JULY 2021	396.47
		21463	8/17/2021	Information Technology	M3518800	543002	999998	CONSIGAS	PALO ALTO NETWORK TRAINING - JOHN REED	2,395.00
		21463	8/17/2021	Information Technology	M3518800	543002	999998	SHARKFEST / WIRESHAR	WIRESHARK NETWORK CONFERENCE/TRAINING - JOHN REED	1,290.00
		21463	8/17/2021	Information Technology	M3518800	543002	9192	INTERNATIONAL TRANSA	INTERNATIONAL TRANSACTION FEE - JOHN BEALER DESK	35.93
		21463	8/17/2021	Information Technology	M3518800	543002	9572	PROCARD, CBI*KIOWARE	NETWORK TRAINING - JOHN REED	2,000.00
		21463	8/17/2021	Information Technology	M3518800	543002	8457	PROCARD, UBM	ADVANCED DESKTOP SUPPORT TRAINING - JOHN BEALER	1,727.00
		21463	8/17/2021	Information Technology	M3518800	543002	8457	PROCARD, UBM	REFUND FOR ANNUAL EXAM INSURANCE - DESKTOP SUPPORT	-49.00
		21463	8/17/2021	Information Technology	M3518800	549001	3717	AMAZON.COM	AMAZON BUSINESS PRIME ANNUAL RENEWAL	194.39
		21463	8/17/2021	Information Technology	M3518800	549001	10459	PROCARD, PAYFLOW/PAY	MONTHLY CREDIT CARD PROCESSING FEES	509.85
		21463	8/17/2021	Information Technology	M3518800	549001	1964	CISCO SYSTEMS	MONTHLY WEBEX SUBSCRIPTION	81.18
		21463	8/17/2021	Information Technology	M3518800	548061	229	DELL MARKETING L.P.,	REPLACEMENT LAPTOP BATTERY	87.53
		21463	8/17/2021	Information Technology-GIS	M3518890	548011	7621	ENVIRONMENTAL SYSTEM	ARCGIS DESKTOP ANNUAL MAINTENANCE 2021-2022	1,629.00
		301051	8/13/2021	Information Technology	M3518800	548011	6375	COMPUNET INC	CORPORATE F5 RENEWAL 2021-2022	8,149.44
		301105	8/13/2021	Information Technology	M3518800	542002	8210	MOBILEGUARD INC		1,384.50
		301180	8/18/2021	Information Technology	M3518800	542001	8295	CENTURYLINK		7.02
		301231	8/27/2021	Information Technology	M3518800	548061	6375	COMPUNET INC	ADAM ROBERTSON 2.50H @ \$175.00	437.50
		301338	8/27/2021	Information Technology	M3518800	542004	8	TELCO WIRING & REPAI	MONTHLY BILLING FOR CITY CIRCUITS	6,583.00
		301338	8/27/2021	Information Technology	M3518800	542004	8	TELCO WIRING & REPAI	CITY NETWORK CIRCUITS	6,583.00
		301358	8/27/2021	Information Technology	M3518800	542002	30	VERIZON NORTHWEST	I/S	977.11
		301370	8/27/2021	Information Technology	M3518800	542001	5471	ZIPLY FIBER, NORTHWE	TELEPHONE SVC	6,677.47
054 - INFORMATION TECHNOLOGY Total										41,579.14
062 - PLANNING										
		301004	8/6/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - SHORELINE NOPH	209.70
		301004	8/6/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - COZ 21-05 NOPH	128.39
		301004	8/6/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 20-06 NOPH	116.07
		301004	8/6/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-03 NOPH	111.14
		301004	8/6/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - COZ 21-04 NOPH	113.60
		301004	8/6/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - COZ 21-06 NOPH	120.99
		301004	8/6/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - COZ 21-07 NOPH	125.92
		301149	8/13/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-07 NOPH	118.53
		301149	8/13/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-08 NOPH	116.07
		301149	8/13/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-09 NOPH	118.53
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-01 NOPH	118.53
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-02 NOPH	118.53
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-03 NOPH	123.46
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-04 NOPH	118.53
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-05 NOPH	118.53
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-06 NOPH	118.53
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-10 NOPH	118.53
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-11 NOPH	118.53
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-12	128.39
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - COZ 21-09 NOPH	148.10
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - ED 21-25 NOA	158.21
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - PVA 21-02 NOPH	310.98
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - ZOA 21-02 NOPH	128.39
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - COZ 21-08 NOPH	111.14
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - ED 21-27 DNS	200.12
		301182	8/18/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - ZOA 21-03 NOA	116.09
		301341	8/27/2021	Long Range Planning	N1558600	549017	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - PP 21-01 NOPH	261.70
062 - PLANNING Total										3,795.23
070 - POLICE REVENUES										
		301017	8/6/2021	GF-Police	001070	331010	99990	FBI SEATTLE OFFICE	REFUND	7,227.74
070 - POLICE REVENUES Total										7,227.74
071 - KPD-ADMINISTRATION										
		21463	8/17/2021	Police Administration	L1521100	535001	3717	AMAZON.COM	LOGITECH PC SPEAKERS - RYAN KELLY	13.73
		21463	8/17/2021	Police Administration	L1521100	535001	3717	AMAZON.COM	DELL LAPTOP CHARGER - RYAN KELLY	40.18
		21463	8/17/2021	Police Administration	L1521100	535001	10459	PROCARD, PAYFLOW/PAY	OVERNIGHT POSTAGE	20.31
		21463	8/17/2021	Police Administration	L1521100	541005	2432	CHARTER COMMUNICATIO	BASIC CABLE SERVICE	243.98
		21463	8/17/2021	Police Administration	L1521100	543002	4913	RPS - PASCO	PARKING WSCITC COMMISSION MEETING	13.00
		21463	8/17/2021	Police Administration	L1521100	543002	4913	RPS - PASCO	AIRPORT PARKING FOR THE CHIEF'S WORK TRAVEL	23.00
		21463	8/17/2021	Police Administration	L1521100	543002	4913	RPS - PASCO	PARKING - FBINAA ANNUAL CONFERENCE	32.00
		21463	8/17/2021	Police Administration	L1521100	543002	999998	UBER TRIP	TRANSPORTATION - FBINAA ANNUAL CONFERENCE	82.15
		21463	8/17/2021	Police Administration	L1521100	543002	999998	UBER TRIP	TRANSPORTATION - HIDTA CONFERENCE	29.70
		21463	8/17/2021	Police Administration	L1521100	543002	999998	MEARS GLOBAL CH	TRANSPORTATION - FBINAA ANNUAL CONFERENCE	47.00
		21463	8/17/2021	Police Administration	L1521100	543002	999998	ROSEN HOTELS SHNGL C	LODGING - FBINAA ANNUAL CONFERENCE	972.00
		21463	8/17/2021	Police Administration	L1521100	543002	999998	CAPITALMEETINGPLAN	HIDTA CONFERENCE REGISTRATION	325.00
		21463	8/17/2021	Police Facilities	L1521500	548002	3717	AMAZON.COM	SUPPLIES	101.26

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FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT	
		21463	8/17/2021	Police Facilities	L1521500	548002		3717 AMAZON.COM	REPAIR SUPPLIES	60.81	
		301044	8/13/2021	Police Administration	L1521100	541005		2481 CI INFORMATION MANAG	ONSITE SHRED SERVICE	438.27	
		301044	8/13/2021	Police Administration	L1521100	541005		2481 CI INFORMATION MANAG	ON-SITE DOCUMENT SHRED SERVICE	433.68	
		301093	8/13/2021	Police Administration	L1521100	543002		1931 KENNEWICK POLICE DEP	PER DIEM - FBINAA CONFERENCE, ORLANDO FL	96.00	
		301132	8/13/2021	Police Administration	L1521100	549001		11 ROTARY CLUB OF COLUM	QUARTERLY DUES - HOHENBERG	65.00	
		301150	8/13/2021	Police Administration	L1521100	549001		172 THE TRI-CITY HERALD	KPD ANNUAL SUBSCRIPTION	395.20	
		301151	8/13/2021	Police Facilities	L1521500	548002		6357 THREE RIVERS WINDOW	KPD BLINDS AND INSTALLATION	2,970.21	
		301163	8/13/2021	Police Administration	L1521100	542005		4764 UNITED PARCEL SERVIC	SHIPPING - POLICE	47.01	
		301204	8/27/2021	Police Facilities	L1521500	541069		14 BENTON COUNTY	JAG GRANT REIMB - 2020 - GOV'T PASS THRU	6,418.00	
		301353	8/27/2021	Police Administration	L1521100	542005		4764 UNITED PARCEL SERVIC	SHIPPING - POLICE	30.78	
		301370	8/27/2021	Police Administration	L1521100	542008		5471 ZIPLY FIBER, NORTHWE	TELEPHONE SVC	212.54	
		071 - KPD-ADMINISTRATION Total								13,110.81	
		072 - KPD-CRIMINAL INVESTIGATION									
		21463	8/17/2021	Police Investigations	L1521210	531001		3292 BEST BUY	PORTABLE DRIVE	52.12	
		21463	8/17/2021	Police Investigations	L1521210	531002		3717 AMAZON.COM	OFFICE WHITE BOARD FOR SERGEANT REES	47.87	
		21463	8/17/2021	Police Investigations	L1521210	531002		3717 AMAZON.COM	REFUND - DAMAGED WHITE BOARD FOR SERGEANT REES RET	-47.87	
		21463	8/17/2021	Police Investigations	L1521210	531002		999998 BLACKOVIS	CID SURVEILLANCE EQUIPMENT	530.38	
		21463	8/17/2021	Police Investigations	L1521210	531040		5419 COLUMBIA GUN RACK	TEST FIRE AMMO FOR NBIN	18.45	
		21463	8/17/2021	Police Investigations	L1521210	535001		2432 CHARTER COMMUNICATIO	ICAC LAB INTERNET SERVICE	119.99	
		21463	8/17/2021	Police Investigations	L1521210	535001		3717 AMAZON.COM	POLICE RADIO CAR CHARGERS FOR VCTF DETECTIVES	132.48	
		21463	8/17/2021	Police Investigations	L1521210	549018		999998 JIMMY JOHNS - 2881 -	CID FOOD	61.12	
		21463	8/17/2021	Police Investigations	L1521210	549018		6142 PAPA JOHN'S	CID FOOD	103.09	
		301093	8/13/2021	Police Investigations	L1521210	531040		1931 KENNEWICK POLICE DEP	BATTERIES FOR INVESTIGATIVE CAMERAS	23.56	
		301093	8/13/2021	Police Investigations	L1521210	543002		1931 KENNEWICK POLICE DEP	PER DIEM - WASPC MEETING, WENATCHEE	270.00	
		301102	8/13/2021	Police Investigations	L1521210	531002		3284 MEL'S INTER-CITY TOW	TOW SERVICE	109.64	
		301102	8/13/2021	Police Investigations	L1521210	531002		3284 MEL'S INTER-CITY TOW	TOW SERVICE - K14	575.53	
		301108	8/13/2021	Police Investigations	L1521210	549018		4055 NET TRANSCRIPTS INC	INTERVIEW TRANSCRIPTS	191.04	
		301145	8/13/2021	Police Investigations	L1521210	531040		6187 SUN BADGE COMPANY	DETECTIVE BADGE	108.75	
		301156	8/13/2021	Police Investigations	L1521210	549018		7228 TRANSUNION RISK ALTE	PEOPLE SEARCH	439.94	
		301290	8/27/2021	Police Investigations	L1521210	531002		3284 MEL'S INTER-CITY TOW	TOW SERVICE - K65	83.57	
		301290	8/27/2021	Police Investigations	L1521210	531002		3284 MEL'S INTER-CITY TOW	TOW FROM KPD TO CITY SHOPS	54.25	
		301298	8/27/2021	Police Investigations	L1521210	549018		4055 NET TRANSCRIPTS INC	TRANSCRIPTS CASE #21-49869	346.30	
		301298	8/27/2021	Police Investigations	L1521210	549018		4055 NET TRANSCRIPTS INC	TRANSCRIPTS CASE #21-17396	326.36	
		301298	8/27/2021	Police Investigations	L1521210	549018		4055 NET TRANSCRIPTS INC	NET TRANSCRIPTS CASE #21-28975	339.90	
		301332	8/27/2021	Police Investigations	L1521210	531001		2536 STAPLES ADVANTAGE, S	PRINTER CARTRIDGES	68.40	
		301332	8/27/2021	Police Investigations	L1521210	531001		2536 STAPLES ADVANTAGE, S	PRINTER CARTRIDGE	85.16	
		072 - KPD-CRIMINAL INVESTIGATION Total								4,040.03	
		073 - KPD-PATROL									
		21463	8/17/2021	Patrol	L1521710	531010		999998 SERVPRO OF TRI CITIE	PATROL CAR BIO CLEANING	380.10	
		21463	8/17/2021	Patrol	L1521710	531067		999998 IN *MY T PRINT	SWAT SUPPLIES	990.00	
		21463	8/17/2021	Patrol	L1521710	535001		3717 AMAZON.COM	WTSC GRANT- 2 SECTOR PRINTERS	856.98	
		21463	8/17/2021	Patrol	L1521710	535001		999998 DICK'S SPORTING GOOD	AIR TANK REFILLS FOR PEPPERBALL GUN	8.69	
		21463	8/17/2021	Patrol	L1521710	535001		255 BIG 5 SPORTING GOODS	AIR TANKS FOR PEPPER BALL GUN	65.14	
		21463	8/17/2021	Patrol	L1521710	543002		4913 RPS - PASCO	PARKING - FBINAA ANNUAL CONFERENCE	32.00	
		21463	8/17/2021	Patrol	L1521710	543002		999998 UBER TRIP	TRANSPORTATION - FBINAA ANNUAL CONFERENCE	106.68	
		21463	8/17/2021	Patrol	L1521710	543002		999998 UBER TRIP	TRANSPORTATION - ANNUAL FBINAA CONFERENCE	-28.44	
		21463	8/17/2021	Patrol	L1521710	543002		999998 ROSEN HOTELS SHNGL C	LODGING - FBINAA ANNUAL CONFERENCE	810.00	
		21463	8/17/2021	Patrol	L1521710	543002		8894 PROCARD, UBER US M	TRANSPORTATION - FBINAA ANNUAL CONFERENCE	27.68	
		21463	8/17/2021	Patrol	L1521710	543013		999998 IN *SNIPERCRAFT NW,	TUITION FOR SWAT SNIPER TRAINING FOR OFFICER TROY	800.00	
		301059	8/13/2021	Patrol	L1521710	548001		9827 DAY WIRELESS SYSTEMS	REPAIR VEHICLE RADIO FAULT	33.94	
		301102	8/13/2021	Patrol	L1521710	531002		3284 MEL'S INTER-CITY TOW	TOW SERVICE - K47	54.25	
		301143	8/13/2021	Patrol	L1521710	535001		8592 STOP STICK LTD	STOP STICK KITS	2,540.15	
		301242	8/27/2021	Patrol	L1521710	548001		9827 DAY WIRELESS SYSTEMS	REPLACED SIREN SPEAKER VEHICLE #7827	195.48	
		301266	8/27/2021	Patrol	L1521710	535001		9714 HBLE	PEPPERBALL AND FN303 LAUNCHERS	9,179.24	
		301290	8/27/2021	Patrol	L1521710	531002		3284 MEL'S INTER-CITY TOW	TOW SERVICE - K46	54.25	
		301290	8/27/2021	Patrol	L1521710	531002		3284 MEL'S INTER-CITY TOW	PATROL VEHICLE TOWED TO CITY SHOPS	54.25	
		301290	8/27/2021	Patrol	L1521710	531002		3284 MEL'S INTER-CITY TOW	TOW SERVICE - K84	54.25	
		301290	8/27/2021	Patrol	L1521710	531002		3284 MEL'S INTER-CITY TOW	TOW SERVICE - K85	54.25	
		301290	8/27/2021	Patrol	L1521710	531002		3284 MEL'S INTER-CITY TOW	TOW SERVICE - K99	54.25	
		301290	8/27/2021	Patrol	L1521710	531002		3284 MEL'S INTER-CITY TOW	TOW SERVICE - K83	54.25	
		301290	8/27/2021	Patrol	L1521710	531002		3284 MEL'S INTER-CITY TOW	TOW SERVICE - K56	54.25	
		301290	8/27/2021	Patrol	L1521710	531002		3284 MEL'S INTER-CITY TOW	TOW SERVICE - K104	54.25	
		301358	8/27/2021	Patrol	L1521710	542001		30 VERIZON NORTHWEST	KPD	6,805.90	
		073 - KPD-PATROL Total								23,291.79	
		074 - KPD-STAFF SERVICES									
		21463	8/17/2021	Community Resource Unit	L1521300	531002		999998 MYBINDING.COM	LAMINATING POUCHES	43.79	
		21463	8/17/2021	Record Services	L1521150	531001		4396 TCC	OFFICE SUPPLIES	177.61	

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FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
		21463	8/17/2021	Youth Services Unit	L1521230	531002	3717	AMAZON.COM	POWER SUPPLY ADAPTOR	229.49
		21463	8/17/2021	Youth Services Unit	L1521230	531002	3717	AMAZON.COM	MEMORY CARD - REFUND	-141.40
		301005	8/6/2021	Record Services	L1521150	545011	1033	WASHINGTON STATE PAT	JUNE BACKGROUND CHECKS	702.25
		301142	8/13/2021	Record Services	L1521150	531001	2536	STAPLES ADVANTAGE, S	OFFICE SUPPLIES	1,058.97
		301207	8/27/2021	Community Resource Unit	L1521300	547001	84	BENTON PUD NO. 1	ELECTRICITY	33.82
		301292	8/27/2021	Record Services	L1521150	549002	10360	MINUTEMAN PRESS OF K	TRESPASS & PANHANDLING FORMS	1,464.43
		301364	8/27/2021	Record Services	L1521150	545011	1033	WASHINGTON STATE PAT	BACKGROUND CHECKS - JULY	1,033.50
		074 - KPD-STAFF SERVICES Total								
		075 - KPD-INTERGOVERNMENTAL								
		301033	8/13/2021	KPD Admin - Intergovernmental	L1521200	541028	14	BENTON COUNTY	KIDS HAVEN - 2ND QUARTER	4,493.64
		301049	8/13/2021	Care and Custody of Prisoners	L1523600	549019	10141	COLUMBIA VALLEY EMER	PRISONER MEDICAL	4,639.00
		301094	8/13/2021	Care and Custody of Prisoners	L1523600	549019	5291	KENNEWICK RADIOLOGY	PRISONER MEDICAL	1,354.00
		301159	8/13/2021	Care and Custody of Prisoners	L1523600	549019	9790	TRIOS HEALTH, RCCH T	PRISONER MEDICAL	3,448.84
		301202	8/27/2021	Care and Custody of Prisoners	L1523600	541027	14	BENTON COUNTY	JULY JAIL SERVICE	263,527.10
		301370	8/27/2021	Crime Stoppers	L1521310	542001	5471	ZIPLY FIBER, NORTHWE	TELEPHONE SVC	70.29
		075 - KPD-INTERGOVERNMENTAL Total								
		076 - KPD-PROFESSIONAL STANDARDS								
		21463	8/17/2021	Police Training	L1521410	520022	10971	THE BUNKER	QUARTERMASTER SUPPLIES	166.16
		21463	8/17/2021	Police Training	L1521410	520022	10642	PROCARD, 5.11, INC.	QUARTERMASTER SUPPLIES	247.03
		21463	8/17/2021	Police Training	L1521410	520022	10642	PROCARD, 5.11, INC.	NEW HIRE UNIFORM SHIRTS FOR BRADY VOLLAND	130.29
		21463	8/17/2021	Police Training	L1521410	531002	1211	FRED MEYER	ICE	10.00
		21463	8/17/2021	Police Training	L1521410	531002	3717	AMAZON.COM	SD CARD FOR DIGITAL CAMERA	166.76
		21463	8/17/2021	Police Training	L1521410	531002	7217	FACEBOOK	RECRUITING ADS	4.46
		21463	8/17/2021	Police Training	L1521410	531002	999998	MOULTRIE MOBILE	GRAFFITI CAM SERVICE	41.46
		21463	8/17/2021	Police Training	L1521410	531002	999998	STREETPARKING	KPD FITNESS APP	15.00
		21463	8/17/2021	Police Training	L1521410	531002	999998	CHEAPER THAN DIRT	CARRY HANDLES/REAR SIGHTS FOR DEPARTMENT AR155	278.83
		21463	8/17/2021	Police Training	L1521410	531002	999998	SUPERLATIVE ARMS LLC	FIREARM PARTS	245.19
		21463	8/17/2021	Police Training	L1521410	531002	11071	COSTCO	TRAINING SUPPLIES	183.83
		21463	8/17/2021	Police Training	L1521410	531005	3238	ALBERTSONS	CELEBRATION CAKE	51.99
		301020	8/13/2021	Police Training	L1521410	531002	8623	ACE SALES & SERVICE	PORTABLE TOILET - SHOOTING RANGE	68.90
		301076	8/13/2021	Police Training	L1521410	520022	5823	GALLS, LLC	QUARTERMASTER SUPPLIES	22.59
		301148	8/13/2021	Police Training	L1521410	520022	10971	THE BUNKER	QUARTERMASTER SUPPLIES	1,040.13
		301148	8/13/2021	Police Training	L1521410	520022	10971	THE BUNKER	QUARTERMASTER SUPPLIES - LOPEZ	1,349.36
		301148	8/13/2021	Police Training	L1521410	520022	10971	THE BUNKER	QUARTERMASTER SUPPLIES - GARCILAZO	346.43
		301148	8/13/2021	Police Training	L1521410	520022	10971	THE BUNKER	QUARTERMASTER SUPPLIES - ROGERS	1,569.55
		301148	8/13/2021	Police Training	L1521410	520022	10971	THE BUNKER	QUARTERMASTER SUPPLIES - VOLLAND	740.11
		301207	8/27/2021	Police Training	L1521410	531002	84	BENTON PUD NO. 1	#101424-LOCUST GROVE RD SHOOTING RANGE NEW H #3504	32.50
		301278	8/27/2021	Police Training	L1521410	520022	4244	L N CURTIS & SONS	QUARTERMASTER SUPPLIES - HARRISON	525.49
		301340	8/27/2021	Police Training	L1521410	520022	10971	THE BUNKER	QUARTERMASTER SUPPLIES - ROGERS	82.54
		301340	8/27/2021	Police Training	L1521410	520022	10971	THE BUNKER	QUARTERMASTER SUPPLIES - VOLLAND	95.57
		076 - KPD-PROFESSIONAL STANDARDS Total								
		081 - FIRE ADMINISTRATION								
		21463	8/17/2021	Fire Administration	F1522100	531001	3700	OFFICE DEPOT INC	ADMIN OFFICE SUPPLIES	100.52
		21463	8/17/2021	Fire Administration	F1522100	531001	9559	PROCARD, TARGET	ADMIN OFFICE SUPPLIES	9.22
		21463	8/17/2021	Fire Administration	F1522100	531001	9559	PROCARD, TARGET	CHARGES INADVERTENTLY MADE IN ERROR & REIMBURSED T	47.54
		21463	8/17/2021	Fire Administration	F1522100	531001	9559	PROCARD, TARGET	REFUND - BAG FEE	-0.08
		21463	8/17/2021	Fire Administration	F1522100	536002	3717	AMAZON.COM	MICROSOFT ERGO KEYBOARD - AMY MARTIN	60.81
		21463	8/17/2021	Fire Administration	F1522100	541005	9877	PROCARD, WASTE MGMT	MONTHLY RX DISPOSAL	36.77
		21463	8/17/2021	Fire Facilities	F1522500	531002	1099	LOWE'S HARDWARE	STATION OPERATING SUPPLIES	53.86
		21463	8/17/2021	Fire Facilities	F1522500	531002	3325	YOKE'S FRESH MARKET	STATION OPERATING SUPPLIES	66.79
		21463	8/17/2021	Fire Facilities	F1522500	531003	3717	AMAZON.COM	BRITA BASIC REPLACEMENT FILTERS	57.54
		21463	8/17/2021	Fire Facilities	F1522500	531003	3717	AMAZON.COM	BRITA BASIC WATER FILTER	14.39
		21463	8/17/2021	Fire Facilities	F1522500	531003	9559	PROCARD, TARGET	RETURN - BRITA FILTERS FOR FIRE STATIONS	-32.57
		301042	8/13/2021	Fire Administration	F1522100	541005	7496	CHAPLAIN SERVICES NE	ON-CALL CHAPLAINCY SERVICES	1,125.00
		301163	8/13/2021	Fire Administration	F1522100	542005	4764	UNITED PARCEL SERVIC	SHIPPING - FIRE	719.24
		301191	8/27/2021	Fire Facilities	F1522500	532002	5681	AMERIGAS PROPANE LP	FIRE STATION PROPANE & TANK RENTAL	477.94
		301191	8/27/2021	Fire Facilities	F1522500	532002	5681	AMERIGAS PROPANE LP	PROPANE & TANK RENTAL	65.71
		301212	8/27/2021	Fire Administration	F1522100	535001	80	BRUTZMAN'S INC	CUBICLE COAT HANGER	20.91
		301221	8/27/2021	Fire Administration	F1522100	541005	2481	CI INFORMATION MANAG	RECURRING SECURED SHRED SERVICE	92.24
		301226	8/27/2021	Fire Facilities	F1522500	531002	7849	COLUMBIA BASIN ICE A	ICE - STATION 1	25.38
		301226	8/27/2021	Fire Facilities	F1522500	531002	7849	COLUMBIA BASIN ICE A	ICE - ALL STATIONS	148.05
		301243	8/27/2021	Fire Facilities	F1522500	531003	480	DEPENDABLE APPLIANCE	DISHWASHER REPAIR - ST.5	161.81
		301291	8/27/2021	Fire Administration	F1522100	543002	10428	MICHAEL, CHAD	TRAVEL REIMBURSEMENT	224.00
		301332	8/27/2021	Fire Facilities	F1522500	531002	2536	STAPLES ADVANTAGE, S	STATION OPERATING SUPPLIES	742.34
		081 - FIRE ADMINISTRATION Total								
		082 - FIRE SUPPRESSION								
		21463	8/17/2021	Fire Suppression	F1522200	520021	3717	AMAZON.COM	PT CLOTHING FOR ACADEMY CLASS 21-03	19.55

**City of Kennewick
Claims Roster
08/01/2021 - 08/31/2021**

FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT		
		21463	8/17/2021	Fire Suppression	F1522200	535001	11071	COSTCO	TARPS	325.64		
		21463	8/17/2021	Fire Training	F1522450	531002	8038	LIBB.COM	MONTHLY FEE FOR ONLINE LIBRARY SOFTWARE	6.00		
		21463	8/17/2021	Fire Training	F1522450	531002	10608	PROCARD, ZOOM.US	MONTHLY FEE FOR ZOOM SERVICE	16.27		
		301084	8/13/2021	Fire Suppression	F1522200	531074	8711	HUGHES FIRE EQUIPMEN	ENGINEERING REVIEW FEE VEH 2307	271.50		
		301181	8/18/2021	Fire Suppression	F1522200	520021	5823	GALLS, LLC	UNIFORM JACKET	13.78		
		301185	8/27/2021	Fire Suppression	F1522200	520021	552	10TH AVENUE CLEANERS	SEW UNIFORM PATCHES	6.60		
		301185	8/27/2021	Fire Suppression	F1522200	520021	552	10TH AVENUE CLEANERS	UNIFORM ALTERATIONS	14.10		
		301185	8/27/2021	Fire Suppression	F1522200	520021	552	10TH AVENUE CLEANERS	HEM PANTS & SEW PATCHES	6.35		
		301186	8/27/2021	Fire Suppression	F1522200	520021	10964	911 SUPPLY INC	UNIFORM WINTER COATS	157.04		
		301242	8/27/2021	Fire Suppression	F1522200	535008	9827	DAY WIRELESS SYSTEMS	RADIO REPAIR - E1816 FIRECOM SYSTEM	89.59		
		301242	8/27/2021	Fire Suppression	F1522200	535008	9827	DAY WIRELESS SYSTEMS	HEADSET HANGER	16.24		
		301258	8/27/2021	Fire Suppression	F1522200	520021	5823	GALLS, LLC	UNIFORM SHIRTS	122.42		
		301258	8/27/2021	Fire Suppression	F1522200	520021	5823	GALLS, LLC	SOFTSHELL UNIFORM JACKET	13.78		
		301258	8/27/2021	Fire Suppression	F1522200	531049	5823	GALLS, LLC	WILDLAND UNIFORM PANT (SAMPLE)	249.77		
		301262	8/27/2021	Fire Suppression	F1522200	535001	4759	GRIGG ENTERPRISES IN	TARPS	91.20		
		301265	8/27/2021	Fire Suppression	F1522200	531049	7790	HAGLUND'S TROPHIES L	ACCOUNTABILITY TAGS	34.10		
		301278	8/27/2021	Fire Suppression	F1522200	531053	4244	L N CURTIS & SONS	SCBA SUPPLIES	649.71		
		301278	8/27/2021	Fire Suppression	F1522200	531074	4244	L N CURTIS & SONS	SPANNER WRENCH	91.88		
		301295	8/27/2021	Fire Suppression	F1522200	531074	8875	NAPA PASCO AUTO PART	APPARATUS MAINTENANCE SUPPLIES	10.77		
		301317	8/27/2021	Fire Suppression	F1522200	520021	957	RANCH & HOME INC	STATION BOOTS	35.52		
		301317	8/27/2021	Fire Suppression	F1522200	520021	957	RANCH & HOME INC	CREDIT - RETURN WILDLAND BOOTS	-10.75		
		301317	8/27/2021	Fire Suppression	F1522200	531049	957	RANCH & HOME INC	WILDLAND BOOTS	645.02		
		301325	8/27/2021	Fire Suppression	F1522200	531049	7872	SEA WESTERN INC	HOODS & HOSE STRAPS	487.18		
		301354	8/27/2021	Fire Suppression	F1522200	520021	5807	UPTOWN CLEANERS, SAN	UNIFORM CLEANING	15.40		
		301358	8/27/2021	Fire Suppression	F1522200	542002	30	VERIZON NORTHWEST	FIRE/GETAC/MEDSVC	1,052.70		
		082 - FIRE SUPPRESSION Total									4,431.36	
		083 - FIRE PREVENTION/INVESTIGATION										
		21463	8/17/2021	Fire Prevention/Investigation	F1522300	531002	2591	ICC - INTERNATIONAL	CODE BOOKS	45.07		
		083 - FIRE PREVENTION/INVESTIGATION Total									45.07	
		090 - ENGINEERING										
		21463	8/17/2021	Engineering Administration	P1548310	549001	488	APWA	APWA MEMBERSHIP RENEWAL FOR 2021-2022	540.00		
		21463	8/17/2021	Engineering Plans and Services	P1548320	531001	3717	AMAZON.COM	NEW MICROWAVE FOR ENG. LUNCHROOM	139.00		
		21463	8/17/2021	Engineering Plans and Services	P1548320	531001	7237	GOTPRINT.COM	BUSINESS CARDS RYAN MCCLURE	23.06		
		21463	8/17/2021	Engineering Plans and Services	P1548320	531001	7237	GOTPRINT.COM	BUSINESS CARDS FOR MUHAMMAD LALALYAR	23.06		
		21463	8/17/2021	Engineering Plans and Services	P1548320	535001	3700	OFFICE DEPOT INC	OFFICE CHAIRS FOR S.ROUNTREE & M.JALALYAR	238.90		
		21463	8/17/2021	Engineering Plans and Services	P1548320	535001	3717	AMAZON.COM	3 FLOOR FANS FOR ENG. OFFICE	292.07		
		21463	8/17/2021	Engineering Plans and Services	P1548320	536002	3717	AMAZON.COM	DELL LAPTOP CHARGER - STEVEN ROUNTREE	40.18		
		21463	8/17/2021	Engineering Plans and Services	P1548320	531016	3717	AMAZON.COM	PAPER TRIMMER FOR ENG. PLANS & AS-BUILTS	169.41		
		301115	8/13/2021	Engineering Plans and Services	P1548320	535001	3700	OFFICE DEPOT INC	32GB FLASHDRIVES FOR K.GLOVER	33.11		
		301115	8/13/2021	Engineering Plans and Services	P1548320	536002	3700	OFFICE DEPOT INC	WIRELESS MOUSE FOR S.GROSS	65.15		
		301226	8/27/2021	Engineering Plans and Services	P1548320	531066	7849	COLUMBIA BASIN ICE A	ICE - SURVEY	8.46		
		301332	8/27/2021	Engineering Plans and Services	P1548320	531001	2536	STAPLES ADVANTAGE, S	CALENDAR FOR M.JALALYAR	18.45		
		301358	8/27/2021	Engineering Plans and Services	P1548320	542007	30	VERIZON NORTHWEST	ENG	582.95		
		090 - ENGINEERING Total									2,173.80	
		100 - GF-NONDEPARTMENTAL										
		21464	8/17/2021	Other Govtl Services	Z1518910	520004	511	WA STATE DEPT OF RET		217.00		
		301024	8/13/2021	Library	Z1572500	541007	5911	AMERICAN BUILDING MA	MID COL LIBRARY	4,917.85		
		301026	8/13/2021	Library	Z1572500	548011	3088	APOLLO MECHANICAL CO	R-22	6,532.01		
		301026	8/13/2021	Library	Z1572500	548011	3088	APOLLO MECHANICAL CO	FAN MOTOR AND CONTRACTOR	1,541.60		
		301032	8/13/2021	Municipal Court	Z1512500	541026	8297	BENTON CO COMMISSION	PUBLIC DEFENSE	47,429.89		
		301032	8/13/2021	Municipal Court	Z1512500	541026	8297	BENTON CO COMMISSION	PROBATION (LOSS PROBATION REVENUES)	114,356.10		
		301045	8/13/2021	Animal Control	Z1554300	541020	435	CITY OF PASCO	ANIMAL SHERLTRING SERVICE - AUGUST 2021	21,447.55		
		301101	8/13/2021	Lobbying Activities	Z1511700	541079	8208	MCBRIDE PUBLIC AFFAI		4,120.00		
		301144	8/13/2021	Library	Z1572500	548028	3833	STRIPE RITE INC	PARKING LOT RESTRIPE	2,835.55		
		301179	8/18/2021	Municipal Court	Z1512500	541031	8297	BENTON CO COMMISSION	PUBLIC DEFENSE	35,447.98		
		301179	8/18/2021	Municipal Court	Z1512500	541031	8297	BENTON CO COMMISSION	DC SERVICES/PROBATION FEES (LESS PROB REV)1742.85	60,510.79		
		301193	8/27/2021	Library	Z1572500	548011	3088	APOLLO MECHANICAL CO	KENN LIBRARY	247.61		
		301203	8/27/2021	Alcohol Referral Center	Z1566100	541018	14	BENTON COUNTY	LIQUOR PROFITS TAX - JUNE 2021	6,178.05		
		301207	8/27/2021	Library	Z1572500	547001	84	BENTON PUD NO. 1	#251284-1620	4,829.10		
		301217	8/27/2021	Library	Z1572500	547003	83	CASCADE NATURAL GAS	ACCT #630-061-0000-0: 1620 S UNION	40.05		
		301222	8/27/2021	Animal Control	Z1554300	541020	435	CITY OF PASCO	REFUNDS, REIMBURSEMENTS & REBATES	22,015.39		
		301222	8/27/2021	Animal Control	Z1554300	541020	435	CITY OF PASCO	1/3 COST OF NEW ANIMAL SHELTER DESIGN	2,350.67		
		301239	8/27/2021	Other Govtl Services	Z1518910	531002	7711	CULLIGAN WATER CONDI		417.01		
		301293	8/27/2021	Library	Z1572500	541005	5112	MOON SECURITY SERVIC		44.53		
		100 - GF-NONDEPARTMENTAL Total									335,478.73	
		001 - GENERAL FUND Total										958,521.50
		102 - STREET FUND										

City of Kennebec
Claims Roster
08/01/2021 - 08/31/2021

FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
000 - NON-EXPENDITURE										
		21465	8/25/2021	Street Fund	102000	237100		167 WA STATE DEPT OF REV		307.50
000 - NON-EXPENDITURE Total										307.50
010 - GENERAL										
		301085	8/13/2021	Roadway	P2542300	531050		113 INLAND ASPHALT COMPA	7.21 TONS OF HMA	508.95
		301270	8/27/2021	Roadway	P2542300	531050		113 INLAND ASPHALT COMPA	11.92 TONS OF CMA	1,488.69
		301270	8/27/2021	Roadway	P2542300	531050		113 INLAND ASPHALT COMPA	72.94 GALS OF TACK OIL	396.06
		301275	8/27/2021	Street Maintenance Admin	P2542900	548001		5148 KELLEY'S TELE-COMMUN	ANSWERING SERVICE - JULY 2021	64.95
		301328	8/27/2021	Street Maintenance Admin	P2542900	531002		7555 SHERWIN-WILLIAMS COM	PAINT FOR GRAFFITI	154.47
		301358	8/27/2021	Street Maintenance Admin	P2542900	542002		30 VERIZON NORTHWEST	W4003/STORM	123.04
010 - GENERAL Total										2,736.16
110 - TRAFFIC										
		21463	8/17/2021	Traffic Admin & Overhead	P2542901	549001		488 APWA	APWA MEMBERSHIP RENEWAL FOR 2021-2022	360.00
		301031	8/13/2021	Traffic Control Devices	P2542640	531060		8645 BENTLEY SYSTEMS, INC	TAXES DUE TOWARDS '21-'22 SUBSCRIPTION TO SIGNCAD	70.28
		301038	8/13/2021	Traffic Admin & Overhead	P2542901	548001		1817 BUSINESS RADIO INC		55.75
		301157	8/13/2021	Traffic Control Devices	P2542640	531018		4651 TRASTAR INC	10 - 16"X18" COUNTDOWN PED MODULES	1,507.44
		301194	8/27/2021	Traffic Control Devices	P2542640	548057		91 ATHENS TECHNICAL SPE	RE-CERTIFICATION FOR TRAFFIC FIELD EQUIPMENT	1,685.39
		301196	8/27/2021	Traffic Control Devices	P2542640	531060		9445 AVERY DENNISON CORPO	CLEANING WIPES FOR SIGN MAKING PLOTTER	93.50
		301207	8/27/2021	Street Lighting	P2542630	547001		84 BENTON PUD NO. 1	#151486 HILDEBRAND & PLAZA WAY	60.79
		301207	8/27/2021	Street Lighting	P2542630	547001		84 BENTON PUD NO. 1	#159743-S SHERMAN ST	60.80
		301207	8/27/2021	Street Lighting	P2542630	547001		84 BENTON PUD NO. 1	#160314 5800 BLOCK OF RIDGELINE DR	38.43
		301207	8/27/2021	Street Lighting	P2542630	547001		84 BENTON PUD NO. 1	#170595-6256 W 38TH AVE	33.39
		301207	8/27/2021	Street Lighting	P2542630	547001		84 BENTON PUD NO. 1	#220292-2901 SOUTHRIDGE BLVD SIGNAL LIGHTS	590.97
		301207	8/27/2021	Street Lighting	P2542630	547001		84 BENTON PUD NO. 1	#250551-7065 W 23RD CT	454.05
		301207	8/27/2021	Street Lighting	P2542630	547001		84 BENTON PUD NO. 1	#251709-2901 SOUTHRIDGE BLVD	1,086.26
		301207	8/27/2021	Street Lighting	P2542630	547001		84 BENTON PUD NO. 1	S.RIDGE BLVD 82916-0002/-0001/-0003	819.44
		301207	8/27/2021	Street Lighting	P2542630	547001		84 BENTON PUD NO. 1	STREET LIGHTS	17,052.49
		301207	8/27/2021	Traffic Control Devices	P2542640	547011		84 BENTON PUD NO. 1	#169987-9330 W 5TH PL	218.45
		301207	8/27/2021	Traffic Control Devices	P2542640	547011		84 BENTON PUD NO. 1	4303 W 4TH AVE	0.39
		301207	8/27/2021	Traffic Control Devices	P2542640	547011		84 BENTON PUD NO. 1	FLASHERS	234.75
		301207	8/27/2021	Traffic Control Devices	P2542640	547011		84 BENTON PUD NO. 1	SIGNALS	3,544.21
		301226	8/27/2021	Traffic Admin & Overhead	P2542901	531002		7849 COLUMBIA BASIN ICE A	ICE - STREET/STORM	33.84
		301226	8/27/2021	Traffic Admin & Overhead	P2542901	531079		7849 COLUMBIA BASIN ICE A	ICE - TRAFFIC	8.46
		301275	8/27/2021	Traffic Admin & Overhead	P2542901	548052		5148 KELLEY'S TELE-COMMUN	ANSWERING SERVICE - JULY 2021	64.95
		301277	8/27/2021	Street Lighting	P2542630	531062		78 KENNEWICK INDUSTRIAL	KNOCKOUT SEALS	13.61
		301277	8/27/2021	Traffic Control Devices	P2542640	531018		78 KENNEWICK INDUSTRIAL	KNOCKOUT SEALS	22.02
		301358	8/27/2021	Traffic Admin & Overhead	P2542901	542002		30 VERIZON NORTHWEST	TRAFFIC/101.020	250.71
		301358	8/27/2021	Traffic Control Devices	P2542640	542002		30 VERIZON NORTHWEST	W4003/STORM	210.64
110 - TRAFFIC Total										28,571.01
102 - STREET FUND Total										
103 - ARTERIAL STREET FUND										
010 - GENERAL										
		301004	8/6/2021	Preliminary Engineering	P3595110	63150-		172 THE TRI-CITY HERALD	INVITATION TO BID AD FOR P2101-21	349.78
		301219	8/27/2021	Roadway	P3595300	63150-		7002 CENTRAL WASHINGTON A	P2101 PAY EST 1	173,610.25
		301343	8/27/2021	Roadway	P3595300	63150-		10967 TOMMER CONSTRUCTION	P2021 PAY EST 1 - BST	493,961.71
		301346	8/27/2021	Construction Engineering	P3595120	63150-		6270 TRI-CITY SIGN & BARR	MARKING PAINT FOR P2101 (2021 OVERLAY)	74.65
010 - GENERAL Total										667,996.39
103 - ARTERIAL STREET FUND Total										
106 - BI-PIN OPERATIONS FUND										
010 - GENERAL										
		21463	8/17/2021	Bi-Pin Law Enforcement	M4521100	535001		3717 AMAZON.COM	WEBCAM - BRET HELMS	96.10
		21463	8/17/2021	Bi-Pin Law Enforcement	M4521100	548002		999998 ACTIVEDATAS	REPLACEMENT UPS BATTERY CARTRIDGE - BIPIN	438.99
		21463	8/17/2021	Bi-Pin Law Enforcement	M4521100	548011		5677 CITRIX SYSTEMS INC.	CITRIX CSS VIRTUAL APP MAINTENANCE RENEWAL 2021-20	3,459.56
		21463	8/17/2021	Bi-Pin Law Enforcement	M4521100	548011		5677 CITRIX SYSTEMS INC.	CITRIX MAINTENANCE RENEWAL 2021-2022	4,644.34
		301034	8/13/2021	Bi-Pin Law Enforcement	M4521100	531001		34 BENTON COUNTY AUDITO	RECORDING FEES - BIPIN ILA	100.00
		301338	8/27/2021	Bi-Pin Law Enforcement	M4521100	542004		8 TELCO WIRING & REPAI	MONTHLY BILLING FOR BI PIN CIRCUITS	12,114.20
		301338	8/27/2021	Bi-Pin Law Enforcement	M4521100	542004		8 TELCO WIRING & REPAI	MONTHLY BILLING FOR BIPIN CIRCUITS	270.00
		301338	8/27/2021	Bi-Pin Law Enforcement	M4521100	542004		8 TELCO WIRING & REPAI	MONTHLY BILLING FOR BIPIN NETWORK CIRCUITS 08-2021	11,194.20
		301338	8/27/2021	Bi-Pin Law Enforcement	M4521100	542004		8 TELCO WIRING & REPAI	BIPIN NETWORK CIRCUITS	270.00
		301358	8/27/2021	Bi-Pin Law Enforcement	M4521100	542001		30 VERIZON NORTHWEST	BIPIN	87.28
010 - GENERAL Total										32,674.67
106 - BI-PIN OPERATIONS FUND Total										
107 - COMMUNITY DEVELOPMENT FUND										
130 - CDBG										
		301066	8/13/2021	CDBG Culture & Recreation	M5571100	49080-		89 ELIJAH FAMILY HOMES	2021 CDBG YOUTH ACTIVITIES	60.00
130 - CDBG Total										60.00
131 - CARES-CDBG										

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FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
		301103	8/13/2021	CARES Distrib to Local Govts	M5518630	49078-	10649	MERCY CORPS	CDBG CV-3 MIRCOENTERPRISE GRANTS	1,847.29
	131 - CARES-CDBG Total									1,847.29
	140 - HOME									
		301035	8/13/2021	HOME Administration	M5514601	541014		4125 BENTON-FRANKLIN TITL	RECONVEYANCE OF DPA 2K15-16	180.00
		301046	8/13/2021	HUD HOME	107140	333004		100 CITY OF RICHLAND	PAYOFF OF HOME DPA'S	9,000.00
		301046	8/13/2021	HUD HOME	107140	333004		100 CITY OF RICHLAND	PAYOFF HOME DPA	10,000.00
	140 - HOME Total									19,180.00
	107 - COMMUNITY DEVELOPMENT FUND Total									21,087.29
	116 - LODGING TAX FUND									
	010 - GENERAL									
		301158	8/13/2021	Lodging Tax Awards	R4557300	541107		176 TRI-CITIES VISITOR &		22,070.00
		301345	8/27/2021	Lodging Tax Awards	R4557300	541108		73761 TRI-CITIES VISITOR &	JULY-21 TOURISM	88,836.78
	010 - GENERAL Total									110,906.78
	116 - LODGING TAX FUND Total									110,906.78
	117 - CRIMINAL JUSTICE SALES TAX FND									
	042 - CITY ATTORNEY									
		301044	8/13/2021	CJST Legal Services	A2515300	531001		2481 CI INFORMATION MANAG		47.89
		301332	8/27/2021	CJST Legal Services	A2515300	531001		2536 STAPLES ADVANTAGE, S	MISC OFFICE SUPPLIES	24.27
		301358	8/27/2021	CJST Legal Services	A2515300	542002		30 VERIZON NORTHWEST	CITY ATTORNEY	53.37
	042 - CITY ATTORNEY Total									125.53
	072 - KPD-CRIMINAL INVESTIGATION									
		301141	8/13/2021	CJST Investigation	L2521210	549030		7685 SPECIAL CONSULTING S	UNSOLVED HOMICIDE/MISSING PERSON CASES - JULY	1,516.75
	072 - KPD-CRIMINAL INVESTIGATION Total									1,516.75
	073 - KPD-PATROL									
		21463	8/17/2021	CJST Patrol	L2521710	542004		2432 CHARTER COMMUNICATIO	REDUNDANT INTERNET CONNECTION	580.00
		301331	8/27/2021	CJST Patrol	L2521710	542010		7910 SMARTFORCE TECHNOLOG	ANNUAL LICENSE FEE 9/7/21-9/6/22	26,064.00
		301358	8/27/2021	CJST Patrol	L2521710	542002		30 VERIZON NORTHWEST	KPD	856.98
	073 - KPD-PATROL Total									27,500.98
	074 - KPD-STAFF SERVICES									
		21463	8/17/2021	CJST Records Services	L2521150	531002		999998 SQ *BLUE RIBBON VIDE	PDR - AUDIO SOUND EDITING & ENHANCING (L000735-060	58.43
		21463	8/17/2021	CJST Records Services	L2521150	531002		999998 SQ *BLUE RIBBON VIDE	PDR - AUDIO SOUND EDITING & ENHANCING (L000765-061	59.51
		21463	8/17/2021	CJST Records Services	L2521150	543002		999998 EVENT * PRA DEEP DIVE	WEBINAR - PRA JUVENILE/CHILD RECORDS (HANSEN, TOWN	40.00
	074 - KPD-STAFF SERVICES Total									157.94
	117 - CRIMINAL JUSTICE SALES TAX FND Total									29,301.20
	118 - HIDTA FIDUCIARY PROGRAM									
	010 - GENERAL									
		301043	8/13/2021	HIDTA Fiduciary Program	R5521201	41073-		10777 CHRISTINE, JULIE KAT		6,037.72
		301063	8/13/2021	HIDTA Fiduciary Program	R5521201	41073-		10225 DURAN, MATTHEW LAWRE		6,706.07
		301068	8/13/2021	HIDTA Fiduciary Program	R5521201	41073-		10912 EVANS, KEITH A		3,572.30
		301112	8/13/2021	HIDTA Fiduciary Program	R5521201	41073-		492 NORTHWEST GANG INVES	SPEAKER FEE FOR 2021 NWGIA TRAINING SYMPOSIUM	5,000.00
		301124	8/13/2021	HIDTA Fiduciary Program	R5521201	41073-		11026 POWELL, ELIZABETH		2,916.67
		301125	8/13/2021	HIDTA Fiduciary Program	R5521201	41073-		11025 PROGENT CORPORATION	SOW FOR O365 MIGRATION PROJECT	225.00
		301128	8/13/2021	HIDTA Fiduciary Program	R5521201	41073-		10914 RASK, ANDREA ROBIN		4,234.69
		301131	8/13/2021	HIDTA Fiduciary Program	R5521201	41073-		10915 ROSS, BRANDON R		4,860.13
		301173	8/13/2021	HIDTA Fiduciary Program	R5521201	41073-		10001 WEINER, JONATHAN M		7,844.17
		301173	8/13/2021	HIDTA Fiduciary Program	R5521201	41073-		10001 WEINER, JONATHAN M	2021 MID-YEAR HIDTA DIRECTOR MEETING - DALLAS, TX	1,961.37
		301220	8/27/2021	HIDTA Fiduciary Program	R5521201	41073-		10777 CHRISTINE, JULIE KAT		5,075.60
		301244	8/27/2021	HIDTA Fiduciary Program	R5521201	41073-		10225 DURAN, MATTHEW LAWRE		6,706.07
		301244	8/27/2021	HIDTA Fiduciary Program	R5521201	41073-		10225 DURAN, MATTHEW LAWRE	JULY 21 HIDTA DIRECTORS MEETING	1,504.34
		301249	8/27/2021	HIDTA Fiduciary Program	R5521201	41073-		10912 EVANS, KEITH A		3,572.30
		301315	8/27/2021	HIDTA Fiduciary Program	R5521201	41073-		11026 POWELL, ELIZABETH		2,916.67
		301318	8/27/2021	HIDTA Fiduciary Program	R5521201	41073-		10914 RASK, ANDREA ROBIN		4,234.69
		301318	8/27/2021	HIDTA Fiduciary Program	R5521201	41073-		10914 RASK, ANDREA ROBIN	HIDTA TRG COORDINATOR CONFERENCE	1,826.30
		301324	8/27/2021	HIDTA Fiduciary Program	R5521201	41073-		10915 ROSS, BRANDON R		4,860.13
		301360	8/27/2021	HIDTA Fiduciary Program	R5521201	41073-		72 VIDERAY TECHNOLOGIES	HIDTA - NW - X-RAY IMAGER	99,335.25
		301365	8/27/2021	HIDTA Fiduciary Program	R5521201	41073-		10001 WEINER, JONATHAN M		7,844.17
		301365	8/27/2021	HIDTA Fiduciary Program	R5521201	41073-		10001 WEINER, JONATHAN M	WRCTC BOARD MEETING	745.21
	010 - GENERAL Total									181,978.85
	118 - HIDTA FIDUCIARY PROGRAM Total									181,978.85
	300 - CAPITAL IMPROVEMENTS FUND									
	010 - GENERAL									
		301053	8/13/2021	Street Lighting	P4595630	563104		35 CONSOLIDATED ELECTRI	LED LUMINAIRE HEADS	13,298.62
		301215	8/27/2021	Other Improvements Capital	P4595100	563105		8854 CAPITOL ASSET & PAV	P2107 CONSULTANT INV	8,900.00
		301259	8/27/2021	Roadway	P4595300	563070		1413 GOODMAN & MEHLENBACH	21-014 SUNRISE RIDGE INVOICE	7,320.00
		301285	8/27/2021	Street Improvement Capital	P4594760	563078		3083 MACKAY SPOSITO INC	K2104 CONSULTANT INV	123.75
		301320	8/27/2021	Other Improvements Capital	P4595100	563128		3569 RAY POLAND AND SONS	RETAINAGE RELEASE	2,470.50
		301341	8/27/2021	Street Lighting	P4595630	563104		172 THE TRI-CITY HERALD	RFQ FOR P2110 (PHOTOMETRIC STUDY)	570.87

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FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
010 - GENERAL Total										32,683.74
160 - LAND & FACILITIES										
		21463	8/17/2021	Land & Facilities Cap-Community	K3594730	562035		5154 LUKE'S CARPET	KCC BASE MOLDING	98.80
		301136	8/13/2021	Property Management	K3518200	548063		817 SENSKE LAWN & TREE C	VISTA - EXTRA WORK - IRRIGATION	342.09
		301136	8/13/2021	Property Management	K3518200	548063		817 SENSKE LAWN & TREE C	3 RIVERS ENT DIST/VISTA	2,903.20
		301146	8/13/2021	Park Facilities	K3576800	548058		6811 SUPERIOR TREE SERVIC	PIT AREA	9,398.25
		301146	8/13/2021	Park Facilities	K3576800	548058		6811 SUPERIOR TREE SERVIC	FACILITIES - 15 PLUS 20 ACRES	11,315.04
		301146	8/13/2021	Park Facilities	K3576800	548058		6811 SUPERIOR TREE SERVIC	20 ACRES	7,466.80
		301146	8/13/2021	Park Facilities	K3576800	541122		6811 SUPERIOR TREE SERVIC	PIT AREA	843.82
		301154	8/13/2021	Park Facilities	K3576800	548058		9823 TOP TREE SERVICE LLC	PARKS - FIRE DAMAGE	814.50
		301201	8/27/2021	Land & Facilities Cap-Community	K3594730	562035		5693 BENJAMIN'S CARPET ON	RETAINAGE RELEASE PO 210038	2,268.90
		301214	8/27/2021	Land & Facilities Cap-Gen Govt	K3594180	562003		10584 CAMTEK INC	PROGRESS PAYMENT #1	8,158.29
		301214	8/27/2021	Land & Facilities Cap-Gen Govt	K3594180	562003		10584 CAMTEK INC	PROGRESS PAYMENT #2	19,036.02
		301336	8/27/2021	Park Facilities	K3576800	548058		6811 SUPERIOR TREE SERVIC	TREE TRIMMING IN COLUMBIA PARK	4,309.25
		301344	8/27/2021	Park Facilities	K3576800	548058		9823 TOP TREE SERVICE LLC	KELLOGG/METALINE PINE TREES REMOVAL	1,721.31
		301344	8/27/2021	Park Facilities	K3576800	548058		9823 TOP TREE SERVICE LLC	90% PAYMENT CANAL PINE TREE REMOVALS & PRUNING	8,178.87
160 - LAND & FACILITIES Total										76,855.14
170 - CAPITAL PURCHASES										
		301231	8/27/2021	Information Technology Capital	M6594180	564010		6375 COMPUNET INC	BRANDON EDWARDS 1.5H @ 175.00	262.50
		301350	8/27/2021	Information Technology Capital	M6594180	564014		1566 TYLER TECHNOLOGIES I	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	59,073.90
		301350	8/27/2021	Information Technology Capital	M6594180	564014		1566 TYLER TECHNOLOGIES I	EDEN REPLACEMENT PROJECT- CONTRACT 19-013	1,260.00
170 - CAPITAL PURCHASES Total										60,596.40
300 - CAPITAL IMPROVEMENTS FUND Total										170,135.28
303 - URBAN ARTERIAL STREET FUND										
010 - GENERAL										
		301218	8/27/2021	Right of Way	P7595200	563102		5265 CASCADE TITLE CO	ROW REPORTS FOR P2012 (STEPTOE & GAGE)	271.50
		301218	8/27/2021	Right of Way	P7595200	563102		5265 CASCADE TITLE CO	ROW TITLE REPORT UPDATE FOR P2012 (STEPTOE & GAGE)	54.30
		301230	8/27/2021	Right of Way	P7595200	563102		32 COMMONSTREET CONSULT	P2012 CONSULTANT INV	18,608.64
		301241	8/27/2021	Construction Engineering	P7595120	563119		867 DAVID EVANS & ASSOCI	P1402 CONSULTANT INV	842.02
010 - GENERAL Total										19,776.46
303 - URBAN ARTERIAL STREET FUND Total										19,776.46
304 - ADVANCE FUNDED GRANTS										
010 - GENERAL										
		301320	8/27/2021	Special Purpose Paths	P8595620	63107-		3569 RAY POLAND AND SONS	P1918 PAY EST 4	297,413.72
		301343	8/27/2021	Special Purpose Paths	P8595620	63107-		10967 TOMMER CONSTRUCTION	P2021 PAY EST 1 - PD FROM P1918	36,865.32
010 - GENERAL Total										334,279.04
304 - ADVANCE FUNDED GRANTS Total										334,279.04
370 - GO BOND 2020A FUND										
000 - NON-EXPENDITURE										
		21465	8/25/2021	2020A GO Bond Project Fund	370000	37100-		167 WA STATE DEPT OF REV		149.94
000 - NON-EXPENDITURE Total										149.94
010 - GENERAL										
		21463	8/17/2021	2020 GO Bond Capital	F3594220	562014		80 BRUTZMAN'S INC	CORNER TABLE TOP FOR FF WORKROOM (FIRE ST.3)	216.32
		21463	8/17/2021	2020 GO Bond Capital	F3594220	562014		3717 AMAZON.COM	MAGNETIC DRY ERASE BOARDS & MARKER STORAGE (FIRE S	627.65
		21463	8/17/2021	2020 GO Bond Capital	F3594220	562014		3717 AMAZON.COM	SHOWER CURTAINS (FIRE ST.3)	99.72
		21463	8/17/2021	2020 GO Bond Capital	F3594220	562014		7587 FAST SIGNS, SIGNS AN	DEDICATION SIGN (FIRE ST.3)	674.38
		301051	8/13/2021	2020 GO Bond Capital	F3594220	562014		6375 COMPUNET INC	FIRE STATION 3 NETWORK HARDWARE	23,595.37
		301082	8/13/2021	2020 GO Bond Capital	F3594220	562014		8572 HIGH DESERT MAINTENA	STATION 3 WALL MOUNT TABLE	3,114.34
		301086	8/13/2021	2020 GO Bond Capital	F3594220	562014		589 INTERWEST TECHNOLOGY	FIRE STATION #3 LOCUTION INSTALL - PART 1	10,041.54
		301155	8/13/2021	2020 GO Bond Capital	F3594220	562014		8748 TOTAL SITE SERVICES,	PAY APP 012 - FIRE STATION #3 CONSTRUCTION	174,091.27
		301171	8/13/2021	2020 GO Bond Capital	F3594220	562014		29 WAVE DESIGN GROUP LL	FS #3 INTERIOR DESIGN - MILESTONE 1	5,500.00
		301214	8/27/2021	2020 GO Bond Capital	F3594220	562014		10584 CAMTEK INC	FS#3 FIRE ALARM COMMUNICATION SYSTEM	905.14
		301260	8/27/2021	2020 GO Bond Capital	F3594220	562014		1775 GRAINGER	FS#3 HOSE REEL ADAPTER SUPPLIES	89.10
		301260	8/27/2021	2020 GO Bond Capital	F3594220	562014		1775 GRAINGER	FS#3 - AIR COMPRESSOR INSTALLATION PARTS	846.36
		301277	8/27/2021	2020 GO Bond Capital	F3594220	562014		78 KENNEWICK INDUSTRIAL	FS#3 - HOSE REEL ADAPTERS	13.10
		301288	8/27/2021	2020 GO Bond Capital	F3594220	562014		2254 MCMMASTER-CARR SUPPLY	FS#3 NEDERMAN ADAPTER	129.55
		301323	8/27/2021	2020 GO Bond Capital	F3594220	562014		8302 ROGERS SURVEYING, IN	FIRE STATION #3 - ROOSEVELT AVE. WORK	322.50
		301337	8/27/2021	2020 GO Bond Capital	F3594220	562014		7079 TCA ARCHITECTURE PLA	DESIGN SERVICES FOR FIRE STATION 3	10,432.86
		301352	8/27/2021	2020 GO Bond Capital	F3594220	562014		4955 ULINE	FIRE STATION 3 STORAGE SHELVING	6,447.61
010 - GENERAL Total										237,146.81
370 - GO BOND 2020A FUND Total										237,296.75
371 - GO BOND 2021 FUND										
010 - GENERAL										
		21462	8/3/2021	GO Bond 2021 Capital Exp	F4594220	62013-		5265 CASCADE TITLE CO		245,938.15
		301130	8/13/2021	GO Bond 2021 Capital Exp	F4594220	62013-		8302 ROGERS SURVEYING, IN	TOPOGRAPHIC SURVEY - FS#1 LAND	4,500.00
		301147	8/13/2021	GO Bond 2021 Capital Exp	F4594220	62013-		7079 TCA ARCHITECTURE PLA	FS#1 SCHEMATIC DESIGN	11,240.00
010 - GENERAL Total										261,678.15

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FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
371	GO BOND 2021	FUND Total								261,678.15
402	MEDICAL SERVICES FUND									
	000 - NON-EXPENDITURE									
		21465	8/25/2021	Medical Services Fund	402000	237100		167 WA STATE DEPT OF REV		0.84
		301006	8/6/2021	Medical Services Fund	402000	122102		99993 HAZELYN CASSEDAY	AMBULANCE REFUND 280-KFD2101355-1	79.05
		301007	8/6/2021	Medical Services Fund	402000	122102		99993 JEFFERY BOND	AMBULANCE REFUND 280-KFD2008561-1	81.38
		301008	8/6/2021	Medical Services Fund	402000	122102		99993 MUTUAL OF OMAHA	AMBULANCE REFUND 280-KFD2101941-1 STEPHEN WEISS	94.34
		301009	8/6/2021	Medical Services Fund	402000	122102		99993 RICHARD GONZALES	AMBULANCE REFUND 280-KFD2006695-1	34.00
		301010	8/6/2021	Medical Services Fund	402000	122102		99993 SHAWN LAFFERTY	AMBULANCE REFUND 280-KFD2007549-1	1,003.01
		301011	8/6/2021	Medical Services Fund	402000	122102		99993 TAMMY MALONE	AMBULANCE REFUND 280-KFD2008376-1	682.00
		301012	8/6/2021	Medical Services Fund	402000	122102		99993 TRI-CITIES CHAPLAINC	AMBULANCE REFUND 280-KFD2006256-1	492.38
		301013	8/6/2021	Medical Services Fund	402000	122102		99993 TRI-CITIES CHAPLAINC	AMBULANCE REFUND 280-KFD2008383-1	484.00
	000 - NON-EXPENDITURE Total									2,951.00
	010 - GENERAL									
		21463	8/17/2021	Medical Services Admin.	F2522100	541005		9877 PROCARD, WASTE MGMT	MONTHLY RX DISPOSAL	36.77
		21463	8/17/2021	Medical Services Ambulance	F2522700	520021		3717 AMAZON.COM	PT CLOTHING FOR ACADEMY CLASS 21-03	110.77
		21463	8/17/2021	Medical Services Ambulance	F2522700	535001		3717 AMAZON.COM	STRAPS FOR IPADS IN TRIAL	21.16
		21463	8/17/2021	Medical Services Ambulance	F2522700	535001		3717 AMAZON.COM	CASE FOR IPAD FOR TRIAL	39.14
		21463	8/17/2021	Medical Services Ambulance	F2522700	535001		999998 SQ *EZ FIX SMARTPHON	IPAD REPAIR FOR M1823 SCREEN	157.47
		21463	8/17/2021	Medical Services Ambulance	F2522700	531003		4052 BATTERIES PLUS	M1821 SUCTION UNIT REPAIR	31.79
		21463	8/17/2021	Medical Services Facilities	F2522500	531002		1099 LOWE'S HARDWARE	STATION OPERATING SUPPLIES	53.85
		21463	8/17/2021	Medical Services Facilities	F2522500	531002		3325 YOKE'S FRESH MARKET	STATION OPERATING SUPPLIES	66.79
		21463	8/17/2021	Medical Services Facilities	F2522500	531003		3717 AMAZON.COM	BRITA BASIC REPLACEMENT FILTERS	57.54
		21463	8/17/2021	Medical Services Facilities	F2522500	531003		3717 AMAZON.COM	BRITA BASIC WATER FILTER	14.38
		21463	8/17/2021	Medical Services Facilities	F2522500	531003		9559 PROCARD, TARGET	RETURN - BRITA FILTERS FOR FIRE STATIONS	-32.56
		21465	8/25/2021	Medical Services Admin.	F2522100	544002		167 WA STATE DEPT OF REV		22,780.46
		301042	8/13/2021	Medical Services Admin.	F2522100	541005		7496 CHAPLAIN SERVICES NE	ON-CALL CHAPLAINCY SERVICES	1,125.00
		301044	8/13/2021	Medical Services Admin.	F2522100	541005		2481 CI INFORMATION MANAG		23.06
		301181	8/18/2021	Medical Services Ambulance	F2522700	520021		5823 GALLS, LLC	UNIFORM JACKET	78.08
		301185	8/27/2021	Medical Services Ambulance	F2522700	520021		552 10TH AVENUE CLEANERS	SEW UNIFORM PATCHES	37.38
		301185	8/27/2021	Medical Services Ambulance	F2522700	520021		552 10TH AVENUE CLEANERS	UNIFORM ALTERATIONS	79.84
		301185	8/27/2021	Medical Services Ambulance	F2522700	520021		552 10TH AVENUE CLEANERS	HEM PANTS & SEW PATCHES	36.00
		301186	8/27/2021	Medical Services Ambulance	F2522700	520021		10964 911 SUPPLY INC	UNIFORM WINTER COATS	889.87
		301191	8/27/2021	Medical Services Facilities	F2522500	532002		5681 AMERIGAS PROPANE LP	FIRE STATION PROPANE & TANK RENTAL	477.95
		301191	8/27/2021	Medical Services Facilities	F2522500	532002		5681 AMERIGAS PROPANE LP	PROPANE & TANK RENTAL	65.70
		301200	8/27/2021	Medical Services Ambulance	F2522700	531003		4052 BATTERIES PLUS	SUCTION BATTERY FOR M1823	22.43
		301210	8/27/2021	Medical Services Ambulance	F2522700	531002		3495 BOUND TREE MEDICAL L	GENERAL MEDICAL SUPPLIES	283.75
		301211	8/27/2021	Medical Services Ambulance	F2522700	531002		3495 BOUND TREE MEDICAL L	GENERAL MEDICAL SUPPLIES	180.92
		301211	8/27/2021	Medical Services Ambulance	F2522700	531002		3495 BOUND TREE MEDICAL L	IV SUPPLIES	436.70
		301211	8/27/2021	Medical Services Ambulance	F2522700	531002		3495 BOUND TREE MEDICAL L	GENERAL MEDICAL SUPPLIES (TAXABLE)	106.33
		301221	8/27/2021	Medical Services Admin.	F2522100	541005		2481 CI INFORMATION MANAG	RECURRING SECURED SHRED SERVICE	92.23
		301225	8/27/2021	Medical Services Ambulance	F2522700	543002		695 COLUMBIA BASIN COLLE	ALS/OTEP CLASSES - SUMMER 21	286.50
		301226	8/27/2021	Medical Services Facilities	F2522500	531002		7849 COLUMBIA BASIN ICE A	ICE - STATION 1	25.38
		301226	8/27/2021	Medical Services Facilities	F2522500	531002		7849 COLUMBIA BASIN ICE A	ICE - ALL STATIONS	148.05
		301242	8/27/2021	Medical Services Ambulance	F2522700	535009		9827 DAY WIRELESS SYSTEMS	RADIO REPAIR - E1816 FIRECOM SYSTEM	89.60
		301242	8/27/2021	Medical Services Ambulance	F2522700	535009		9827 DAY WIRELESS SYSTEMS	HEADSET HANGER	16.23
		301243	8/27/2021	Medical Services Facilities	F2522500	531003		480 DEPENDABLE APPLIANCE	DISHWASHER REPAIR - ST. 5	161.82
		301258	8/27/2021	Medical Services Ambulance	F2522700	520021		5823 GALLS, LLC	UNIFORM SHIRTS	693.73
		301258	8/27/2021	Medical Services Ambulance	F2522700	520021		5823 GALLS, LLC	SOFTSHELL UNIFORM JACKET	78.08
		301278	8/27/2021	Medical Services Ambulance	F2522700	531049		4244 L N CURTIS & SONS	STRUCTURE FIREFIGHTING BOOTS	2,217.90
		301278	8/27/2021	Medical Services Ambulance	F2522700	531049		4244 L N CURTIS & SONS	STRUCTURAL FIREFIGHTING BOOTS	495.74
		301282	8/27/2021	Medical Services Ambulance	F2522700	531002		8868 LIFE-ASSIST	GENERAL MEDICAL SUPPLIES	1,089.77
		301282	8/27/2021	Medical Services Ambulance	F2522700	531002		8868 LIFE-ASSIST	IV SUPPLIES	4,814.24
		301282	8/27/2021	Medical Services Ambulance	F2522700	531002		8868 LIFE-ASSIST	MEDICATION	106.90
		301289	8/27/2021	Medical Services Ambulance	F2522700	531002		1206 MED-TECH RESOURCE IN	GENERAL MEDICAL SUPPLIES	619.06
		301300	8/27/2021	Medical Services Ambulance	F2522700	531002		5532 NORCO, INC.	CYLINDER RENTAL	24.91
		301300	8/27/2021	Medical Services Ambulance	F2522700	531002		5532 NORCO, INC.	MEDICAL NITROUS OXIDE	362.02
		301309	8/27/2021	Medical Services Ambulance	F2522700	531002		917 OXARC, INC.	OXYGEN	673.10
		301309	8/27/2021	Medical Services Ambulance	F2522700	531002		917 OXARC, INC.	CYLINDER RENTAL	177.72
		301317	8/27/2021	Medical Services Ambulance	F2522700	520021		957 RANCH & HOME INC	STATION BOOTS	201.21
		301317	8/27/2021	Medical Services Ambulance	F2522700	520021		957 RANCH & HOME INC	CREDIT - RETURN WILDLAND BOOTS	-60.92
		301332	8/27/2021	Medical Services Facilities	F2522500	531002		2536 STAPLES ADVANTAGE, S	STATION OPERATING SUPPLIES	742.32
		301339	8/27/2021	Medical Services Ambulance	F2522700	531002		7618 TELEFLEX LLC	IV SUPPLIES	1,189.62
		301354	8/27/2021	Medical Services Ambulance	F2522700	520021		5807 UPTOWN CLEANERS, SAN	UNIFORM CLEANING	87.23
		301358	8/27/2021	Medical Services Ambulance	F2522700	542002		30 VERIZON NORTHWEST	FIRE/GETAC/MEDSVC	778.08
		301371	8/27/2021	Medical Services Ambulance	F2522700	531002		6869 ZOLL MEDICAL CORPORA	GENERAL MEDICAL SUPPLIES	2,213.59
		301371	8/27/2021	Medical Services Ambulance	F2522700	531003		6869 ZOLL MEDICAL CORPORA	ZOLL AUX. POWER SUPPLY	396.28

City of Kennebec
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FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
010 - GENERAL Total										46,894.91
402 - MEDICAL SERVICES FUND Total										49,845.91
403 - BUILDING SAFETY FUND										
010 - GENERAL										
		21463	8/17/2021	Inspections & Permits	N3524200	536002		3717 AMAZON.COM	AMAZON - MICROSOFT ERGONOMIC KEYBOARD - TONY OSTOJ	54.29
		21463	8/17/2021	Inspections & Permits	N3524200	536002	999998	NEWEGG B2B INC	REPLACEMENT MOBILE PRINTER BATTERY - TONY OSTOJA	127.33
		21463	8/17/2021	Inspections & Permits	N3524200	543002		2591 ICC - INTERNATIONAL	ICC STORE - 2-5 RENEWALS - WINSTON MCCULLEY	105.00
		21463	8/17/2021	Inspections & Permits	N3524200	543002		2591 ICC - INTERNATIONAL	ICC STORE - 2015 BUILDING PLANS EXAMINER - B3 STUD	69.00
		301358	8/27/2021	Inspections & Permits	N3524200	542002		30 VERIZON NORTHWEST	BLDG	344.60
010 - GENERAL Total										700.22
403 - BUILDING SAFETY FUND Total										700.22
405 - STORMWATER UTILITY FUND										
010 - GENERAL										
		21463	8/17/2021	Stormwater Utility Admin	S1531500	548001	10389	ONESTEPGPS.COM	RECURRING MONTHLY CHARGE FOR GPS TRACKER UNITS FOR	30.30
		21463	8/17/2021	Stormwater Utility Admin	S1531500	549001		488 APWA	APWA MEMBERSHIP RENEWAL FOR 2021-2022	180.00
		21465	8/25/2021	Stormwater Utility Admin	S1531500	544002		167 WA STATE DEPT OF REV		3,458.80
		301004	8/6/2021	Road and Street Construction	S1595310	563055		172 THE TRI-CITY HERALD	INVITATION TO BID AD FOR P2019-21	358.97
		301038	8/13/2021	Stormwater Utility Admin	S1531500	548001		1817 BUSINESS RADIO INC		55.75
		301061	8/13/2021	Road and Street Construction	S1595310	63160-		20 DOUBLE J EXCAVATING	P2104 PE2 - 18%	19,602.13
		301260	8/27/2021	Stormwater Utility Admin	S1531500	531002		1775 GRAINGER	EAR MUFFS	172.21
		301260	8/27/2021	Stormwater Utility Admin	S1531500	531024		1775 GRAINGER	ARBOR MOUNT FLAP & CUTOFF WHEEL	73.69
		301305	8/27/2021	Stormwater Utility Admin	S1531500	541050		5460 NRC ENVIRONMENTAL SE	REMOVAL AND DISPOSAL OF OIL/WATER FROM DECANAT FAC.	6,165.50
		301326	8/27/2021	Road and Street Construction	S1595310	563049		111 SHARPE & PRESZLER CO	P2029 PAY EST 2	46,474.25
		301358	8/27/2021	Stormwater Utility Admin	S1531500	542002		30 VERIZON NORTHWEST	W4003/STORM	402.08
		301370	8/27/2021	Stormwater Utility Admin	S1531500	542002		5471 ZIPLY FIBER, NORTHWE	TELEPHONE SVC	60.35
010 - GENERAL Total										77,034.03
405 - STORMWATER UTILITY FUND Total										77,034.03
410 - WATER AND SEWER FUND										
000 - NON-EXPENDITURE										
		21465	8/25/2021	Water & Sewer Operations	410000	237100		167 WA STATE DEPT OF REV		399.37
		301029	8/13/2021	Water & Sewer Operations	410000	141100		108 BADGER METER INC	INVENTORY - METERS	6,628.94
		301029	8/13/2021	Water & Sewer Operations	410000	141100		108 BADGER METER INC	METER - BADGER (#103-7236) MODEL 35-	12,119.76
		301029	8/13/2021	Water & Sewer Operations	410000	141100		108 BADGER METER INC	METER - BADGER (#103-7236) MODEL 35	5,028.18
		301073	8/13/2021	Water & Sewer Operations	410000	141100		86 FERGUSON ENTERPRISES	INV 400 METER BOX LIDS	1,547.55
		301073	8/13/2021	Water & Sewer Operations	410000	141100		86 FERGUSON ENTERPRISES	INVENTORY - METER BOX LIDS	4,269.07
		301198	8/27/2021	Water & Sewer Operations	410000	141100		108 BADGER METER INC	3/4" METERS	12,119.76
		301198	8/27/2021	Water & Sewer Operations	410000	141100		108 BADGER METER INC	INV 300 METERS	3,987.79
		301267	8/27/2021	Water & Sewer Operations	410000	141100		865 HD FOWLER COMPANY IN	INV 300 WATER INVENTORY	2,182.99
000 - NON-EXPENDITURE Total										48,283.41
010 - GENERAL										
		21463	8/17/2021	Boosters & Reservoirs Maint	W1534560	548041	999998	GEMS SENSORS INC	SENSOR FOR CHLORINE SYSTEM	164.55
		21463	8/17/2021	Meter Reading	W1534700	535001		3717 AMAZON.COM	OFFICE SUPPLIES	32.56
		21463	8/17/2021	W/S General Administration	W1538100	531001		7237 GOTPRINT.COM	BUSINESS CARDS FOR BOB BEPPL	18.19
		21463	8/17/2021	W/S General Administration	W1538100	543002		1790 EVERGREEN RURAL WATE	INTRO TO THE REPAIR OF BREAKS VIRTUAL TRAINING - B	75.00
		21463	8/17/2021	W/S General Administration	W1538100	543002		1438 PACIFIC NORTHWEST PO	PNCWA ANNUAL CONFERENCE REGISTRATION FOR BOB BEPPL	599.00
		21463	8/17/2021	W/S General Administration	W1538100	543002		1438 PACIFIC NORTHWEST PO	PNCWA ANNUAL CONFERENCE REGISTRATION FOR DUSTIN GE	599.00
		21463	8/17/2021	W/S General Administration	W1538100	549001		754 DEPARTMENT OF LICENS	PROFESSIONAL ENGINEER LICENSE FOR JOHN COWLING	116.00
		21463	8/17/2021	W/S General Administration	W1538100	549001		488 APWA	APWA MEMBERSHIP RENEWAL FOR 2021-2022	790.00
		21463	8/17/2021	W/S General Administration	W1538100	549001		1438 PACIFIC NORTHWEST PO	MEMBERSHIP DUES FOR BOB BEPPL	50.00
		21463	8/17/2021	W/S General Administration	W1538100	549001		1438 PACIFIC NORTHWEST PO	MEMBERSHIP DUES FOR DUSTIN GERLACH	50.00
		21465	8/25/2021	Sewer Utility Other Oper Exps	W1535900	544002		167 WA STATE DEPT OF REV		23,872.95
		21465	8/25/2021	Water Utility Other Oper Exps	W1534900	544002		167 WA STATE DEPT OF REV		55,318.91
		301004	8/6/2021	Sewer Treatment Plant Maint.	W1535540	548012		172 THE TRI-CITY HERALD	INVITATION TO BID AD FOR P2109-21	290.03
		301024	8/13/2021	Water Filter Plant Maintenance	W1534540	548003		5911 AMERICAN BUILDING MA	WWTP	567.96
		301025	8/13/2021	Water Utility Other Oper Exps	W1534900	541035		7400 ANALYTICAL SERVICES	SPORE SAMPLING ANALYSIS	215.00
		301030	8/13/2021	W/S General Administration	W1538100	520021		214 BASIN DEPARTMENT STO	OE UNIFORM-PLUCKER ROBERT	371.40
		301030	8/13/2021	W/S General Administration	W1538100	520021		214 BASIN DEPARTMENT STO	OE UNIFORM-WOODWARD ROSS	349.68
		301038	8/13/2021	W/S General Administration	W1538100	548001		1817 BUSINESS RADIO INC		55.74
		301039	8/13/2021	Water Filter Plant Operations	W1534840	531013		555 CASCADE COLUMBIA DIS	WTP CHEMICALS - PAX XL-8	10,601.41
		301051	8/13/2021	Sewer Treatment Plant Maint.	W1535540	548003		6375 COMPUNET INC	WWTP GATES - QUOTE #: NM162606	2,437.46
		301057	8/13/2021	W/S General Administration	W1538100	545012		8116 D&D TELECOMMUNICATIO		782.87
		301061	8/13/2021	Sewer Utility Capital	W1594350	565037		20 DOUBLE J EXCAVATING	P2104 PE2 - 82%	89,298.61
		301073	8/13/2021	Water Distribution Maintenance	W1534550	531024		86 FERGUSON ENTERPRISES	SHACKLES FOR TRENCH BOX RIGGING	10.38
		301073	8/13/2021	Water Distribution Maintenance	W1534550	548040		86 FERGUSON ENTERPRISES	AP AND BLOW OFF ASSEMBLY FOR OLYMPIA HILL LINE AB	1,463.16
		301087	8/13/2021	Sewer Utility Capital	W1594350	565003		4713 J-U-B ENGINEERS INC	P1514 JUB CONSULTANT INVOICE	33,561.50
		301088	8/13/2021	Water Filter Plant Operations	W1534840	531013		4624 JCI JONES CHEMICALS	RCS SODIUM HYPO CHEMICALS	5,171.95
		301088	8/13/2021	Water Filter Plant Operations	W1534840	531013		4624 JCI JONES CHEMICALS	WTP - SODIUM HYPO	5,131.01

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FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT	
		301293	8/27/2021	Water Filter Plant Maintenance	W1534540	548003		5112 MOON SECURITY SERVIC		72.77	
		301297	8/27/2021	Sewer Treatment Plant Oper	W1535840	531033		1290 NCL OF WISCONSIN, IN	LAB SUPPLIES	464.58	
		301300	8/27/2021	Water Filter Plant Maintenance	W1534540	531051		5532 NORCO, INC.	KN95 RESPIRATOR	26.56	
		301301	8/27/2021	Sewer Treatment Plant Maint.	W1535540	548041		4748 NORTH COAST ELECTRIC	CORD GRIPS FOR LAGOON #1	336.11	
		301307	8/27/2021	W/S General Administration	W1538100	531001		3700 OFFICE DEPOT INC	HAND SOAP	30.40	
		301310	8/27/2021	Boosters & Reservoirs Maint	W1534560	548003		1040 PARAMOUNT SUPPLY COM	AIR FILTERS FOR BOOSTERS	51.61	
		301310	8/27/2021	Wells - Maintenance	W1534530	548037		1040 PARAMOUNT SUPPLY COM	FITTINGS FOR SUMP REPAIR	28.98	
		301314	8/27/2021	W/S General Administration	W1538100	520021		45 PLUCKER, ROBERT	JEANS REIMB FOR ROBERT PLUCKER - 1ST HALF COMPL	206.31	
		301317	8/27/2021	Sewer Treatment Plant Maint.	W1535540	535001		957 RANCH & HOME INC	SHOP TOOLS	23.65	
		301329	8/27/2021	Water Filter Plant Maintenance	W1534540	548003		680 SIERRA ELECTRIC, INC	ASSISTANCE WITH HVAC IN HIGH SERVICE ROOM	8,490.92	
		301341	8/27/2021	Sewer Utility Capital	W1594350	565003		172 THE TRI-CITY HERALD	INVITATION TO BID FOR P1514 (23RD/GUM LS)	257.86	
		301341	8/27/2021	Water Utility Capital	W1594340	565016		172 THE TRI-CITY HERALD	INVITATION TO BID FOR P2018 -SHARRON/RAINIER WATER	308.42	
		301346	8/27/2021	Water Distribution Maintenance	W1534550	531069		6270 TRI-CITY SIGN & BARR	SIGNS FOR TRAFFIC CONTROL PLAN ON 10TH ST.	10.86	
		301347	8/27/2021	Sewer Collection Maintenance	W1535550	531024		74 TRITON HYDROTOOLS	NEW ROOT CUTTER MOTORS	1,086.75	
		301348	8/27/2021	Sewer Treatment Plant Maint.	W1535540	548041		393 TROJAN TECHNOLOGIES	ACTICLEAN WIPER GEL	251.10	
		301351	8/27/2021	Water Filter Plant Maintenance	W1534540	531073		3883 U R M CASH & CARRY	DISTILLED WATER FOR TESTING	22.97	
		301353	8/27/2021	W/S General Administration	W1538100	542005		4764 UNITED PARCEL SERVIC	SHIPPING - WATER/SEWER	6.29	
		301355	8/27/2021	Water Filter Plant Maintenance	W1534540	548041		7925 USA BLUEBOOK, HD SUP	SS ALGAE BRUSH	113.19	
		301356	8/27/2021	W/S General Administration	W1538100	541112		3881 UTILITIES UNDERGROUN	MONTHLY LOCATE FEES	429.57	
		301357	8/27/2021	Sewer Collection Operations	W1535850	548003		59 VAPEX ENVIRONMENTAL	VAPEX REBUILD KIT	1,566.90	
		301358	8/27/2021	Meter Reading	W1534700	542002		30 VERIZON NORTHWEST	CUS SVC	133.42	
		301358	8/27/2021	W/S General Administration	W1538100	542002		30 VERIZON NORTHWEST	W6006/WTPOP	2,245.90	
		301358	8/27/2021	W/S General Administration	W1538100	543002		30 VERIZON NORTHWEST	W6004/WTRPUMP	92.32	
		301358	8/27/2021	W/S General Administration	W1538100	548001		30 VERIZON NORTHWEST	W5004/WWTPOP	41.14	
		301361	8/27/2021	Sewer Utility Capital	W1594350	65080-		63 WA STATE DEPT TRANSP	PROJECT MANAGEMENT SERVICES FOR P1402 (SEWER)	399,902.29	
		301363	8/27/2021	Water Filter Plant Maintenance	W1534540	535001		1035 WASHINGTON HARDWARE	SPRAY PAINT FOR TOOL IDENTIFICATION	15.18	
		301370	8/27/2021	W/S General Administration	W1538100	542002		5471 ZIPLY FIBER, NORTHWE	TELEPHONE SVC	405.43	
		010 - GENERAL Total								871,634.35	
		205 - SEWER AREA CHARGE									
		301273	8/27/2021	Sewer Area Charge Capital	W3594350	565051		4713 J-U-B ENGINEERS INC	P1605 CONSULTANT INVOICE	4,136.80	
		205 - SEWER AREA CHARGE Total								4,136.80	
		410 - WATER AND SEWER FUND Total									924,054.56
		411 - W/S 2019 REVENUE BOND FUND									
		010 - GENERAL									
		301133	8/13/2021	2020 Revenue Bond Capital	W2594340	565002		7084 ROTSCHY INC	P1810 PAY EST 16	361,746.60	
		301268	8/27/2021	2020 Revenue Bond Capital	W2594340	565002		6569 HDR INC	P1810 CONSULTANT INV	4,088.42	
		010 - GENERAL Total								365,835.02	
		411 - W/S 2019 REVENUE BOND FUND Total									365,835.02
		501 - EQUIPMENT RENTAL FUND									
		000 - NON-EXPENDITURE									
		21465	8/25/2021	Equipment Rental	501000	369101		167 WA STATE DEPT OF REV		5.05	
		21465	8/25/2021	Equipment Rental	501000	237100		167 WA STATE DEPT OF REV		16.27	
		301050	8/13/2021	Equipment Rental	501000	141102		8852 COMMERCIAL TIRE	FIRESTONE TIRES	223.88	
		301055	8/13/2021	Equipment Rental	501000	141101		5727 COSTCO ANYWHERE CITI	INV 700 NEW BLADES	52.70	
		301055	8/13/2021	Equipment Rental	501000	141101		5727 COSTCO ANYWHERE CITI	INV 700 MOTORCRAFT FUEL FILTER	109.68	
		301055	8/13/2021	Equipment Rental	501000	141101		5727 COSTCO ANYWHERE CITI	INV 700 AUTO EJECT	38.00	
		301067	8/13/2021	Equipment Rental	501000	141101		10299 ENVIRONMENTAL PRODUC	CLAMP FOR VACTOR	65.23	
		301084	8/13/2021	Equipment Rental	501000	141101		8711 HUGHES FIRE EQUIPMEN	INV 700 PIERCE	73.40	
		301107	8/13/2021	Equipment Rental	501000	141101		8875 NAPA PASCO AUTO PART	700 INVENTORY - FILTERS & WIPERS	161.18	
		301233	8/27/2021	Equipment Rental	501000	141101		4853 CONNELL OIL INC, 76	INV 700 - OIL	2,473.23	
		301236	8/27/2021	Equipment Rental	501000	141101		7868 CORWIN FORD - TRI CI	INV 700 MOTORCRAFT PLUGS	61.90	
		301237	8/27/2021	Equipment Rental	501000	141101		5727 COSTCO ANYWHERE CITI	SPARK PLUGS - MOTORCRAFT	84.58	
		301251	8/27/2021	Equipment Rental	501000	141101		166 FARMERS EXCHANGE	MOWER BLADES RESHARPENED	245.44	
		301269	8/27/2021	Equipment Rental	501000	141101		8711 HUGHES FIRE EQUIPMEN	INV 700 PIERCE DIMMER SWITCH	64.80	
		301295	8/27/2021	Equipment Rental	501000	141101		8875 NAPA PASCO AUTO PART	INV 700 FLEET INVENTORY	306.63	
		301295	8/27/2021	Equipment Rental	501000	141101		8875 NAPA PASCO AUTO PART	INV 700 - FILTERS & LAMPS	96.43	
		301295	8/27/2021	Equipment Rental	501000	141101		8875 NAPA PASCO AUTO PART	INV 700 SPARK PLUG BOOTS	23.33	
		301295	8/27/2021	Equipment Rental	501000	141101		8875 NAPA PASCO AUTO PART	700 FLEET INVENTORY PARTS	120.74	
		301295	8/27/2021	Equipment Rental	501000	141101		8875 NAPA PASCO AUTO PART	INV 700 NAPA	102.29	
		301295	8/27/2021	Equipment Rental	501000	141101		8875 NAPA PASCO AUTO PART	700 INVENTORY	176.91	
		000 - NON-EXPENDITURE Total								4,501.67	
		010 - GENERAL									
		21463	8/17/2021	Equipment Rental Capital	M7594180	564008		754 DEPARTMENT OF LICENS	LICENSING VEHICLE 5102 2021 FORD ESCAPE	64.00	
		21463	8/17/2021	ER General Operations	M7548680	531044		3717 AMAZON.COM	LED HEADLIGHTS FOR VEH 0230	81.34	
		21463	8/17/2021	ER General Operations	M7548680	531044		71 TIGER TOUGH	DRIVER'S SEAT COVER FOR VEH 7826	211.78	
		21463	8/17/2021	ER General Operations	M7548680	531044		71 TIGER TOUGH	DRIVER'S SEAT COVERS FOR VEH 7940	211.78	
		21463	8/17/2021	ER General Operations	M7548680	549001		488 APWA	APWA MEMBERSHIP RENEWAL FOR 2021-2022	180.00	

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		21463	8/17/2021	ER General Operations	M7548680	549038	754	DEPARTMENT OF LICENS	REPORT OF SALE V7233 2011 KAWASAKI PD MOTORCYCLE	13.65
		21463	8/17/2021	ER General Operations	M7548680	549038	754	DEPARTMENT OF LICENS	REPORT OF SALE V7234 2011 KAWASAKI PD MOTORCYCLE	13.65
		21463	8/17/2021	ER General Operations	M7548680	549038	754	DEPARTMENT OF LICENS	REPORT OF SALE V7337 2012 KAWASAKI PD MOTORCYCLE	13.65
		21463	8/17/2021	ER General Operations	M7548680	549038	754	DEPARTMENT OF LICENS	REPORT OF SALE V7336 2012 KAWASAKI PD MOTORCYCLE	13.65
		21463	8/17/2021	ER General Operations	M7548680	549038	754	DEPARTMENT OF LICENS	REPLACEMENT LICENSE PLATES V479 AND V7810	38.75
		301027	8/13/2021	ER General Operations	M7548680	531044	4247	AUTOZONE	BRAKE PARTS VEH 5519	115.74
		301040	8/13/2021	ER General Operations	M7548680	531044	5050	CENTRAL HOSE & FITTI	GAUGE VEH 4612	49.67
		301040	8/13/2021	ER General Operations	M7548680	531044	5050	CENTRAL HOSE & FITTI	HYDRAULIC FITTINGS VEH 5116	111.04
		301041	8/13/2021	ER General Operations	M7548680	531044	1315	CENTRAL MACHINERY SA	HARDWARE VEH 0059	156.62
		301041	8/13/2021	ER General Operations	M7548680	531044	1315	CENTRAL MACHINERY SA	CREDIT HARDWARE VEH 0059	-52.26
		301047	8/13/2021	ER General Operations	M7548680	531044	5777	CLEARWATER NAPA, TAY	CREDIT FILTER VEH 2802	-51.03
		301047	8/13/2021	ER General Operations	M7548680	531044	5777	CLEARWATER NAPA, TAY	MOUNT VEH 0466	84.70
		301047	8/13/2021	ER General Operations	M7548680	531044	5777	CLEARWATER NAPA, TAY	FILTER VEH 2802	74.91
		301048	8/13/2021	ER General Operations	M7548680	532001	1310	COLEMAN OIL COMPANY	FUEL COLUMBIA PARK MOWERS	238.05
		301048	8/13/2021	ER General Operations	M7548680	532001	1310	COLEMAN OIL COMPANY	FUEL FOR CITYWIDE FLEET	25,702.67
		301054	8/13/2021	ER General Operations	M7548680	531044	7868	CORWIN FORD - TRI CI	SUSPENSION PART VEH 4001	118.82
		301054	8/13/2021	ER General Operations	M7548680	531044	7868	CORWIN FORD - TRI CI	PADS VEH 3002	170.38
		301054	8/13/2021	ER General Operations	M7548680	531044	7868	CORWIN FORD - TRI CI	MOTOR VEH 7782	288.60
		301054	8/13/2021	ER General Operations	M7548680	531044	7868	CORWIN FORD - TRI CI	BOOSTER VEH 5314	287.63
		301054	8/13/2021	ER General Operations	M7548680	531044	7868	CORWIN FORD - TRI CI	SEAL VEH 5314	3.08
		301054	8/13/2021	ER General Operations	M7548680	531044	7868	CORWIN FORD - TRI CI	SPARK PLUGS VEH 7676	62.81
		301054	8/13/2021	ER General Operations	M7548680	531044	7868	CORWIN FORD - TRI CI	COVER ASSEMBLIES VEH 3628	358.96
		301054	8/13/2021	ER General Operations	M7548680	531044	7868	CORWIN FORD - TRI CI	TUBE VEH 2716	98.53
		301054	8/13/2021	ER General Operations	M7548680	531044	7868	CORWIN FORD - TRI CI	HOSE VEH 2716	142.47
		301056	8/13/2021	ER General Operations	M7548680	548029	9415	CUMMINS INC	GENERATOR MAINT VEH W006	1,090.56
		301056	8/13/2021	ER General Operations	M7548680	548029	9415	CUMMINS INC	GENERATOR MAINT VEH W010	1,889.52
		301056	8/13/2021	ER General Operations	M7548680	548029	9415	CUMMINS INC	GENERATOR MAINT VEH F006	354.56
		301056	8/13/2021	ER General Operations	M7548680	548029	9415	CUMMINS INC	GENERATOR MAINT VEH G002	892.34
		301056	8/13/2021	ER General Operations	M7548680	548029	9415	CUMMINS INC	GENERATOR MAINT VEH PD01	579.12
		301056	8/13/2021	ER General Operations	M7548680	548029	9415	CUMMINS INC	GENERATOR TEST VEH G002	667.15
		301056	8/13/2021	ER General Operations	M7548680	548029	9415	CUMMINS INC	GENERATOR TEST VEH PD01	698.79
		301056	8/13/2021	ER General Operations	M7548680	548029	9415	CUMMINS INC	GENERATOR TEST VEH W006	667.13
		301056	8/13/2021	ER General Operations	M7548680	548029	9415	CUMMINS INC	GENERATOR MAINT VEH W101	896.71
		301056	8/13/2021	ER General Operations	M7548680	548029	9415	CUMMINS INC	PM FOR GENERATOR W077	559.78
		301056	8/13/2021	ER General Operations	M7548680	548029	9415	CUMMINS INC	LOAD BANK TEST GEN F006	561.73
		301056	8/13/2021	ER General Operations	M7548680	548029	9415	CUMMINS INC	LOAD BANK TEST GEN W077	541.86
		301060	8/13/2021	ER General Operations	M7548680	548029	9442	DIVERSIFIED INSPECTI	INSPECTION VEH 5903	360.00
		301060	8/13/2021	ER General Operations	M7548680	548029	9442	DIVERSIFIED INSPECTI	INSPECTION VEH 6004	385.00
		301060	8/13/2021	ER General Operations	M7548680	548029	9442	DIVERSIFIED INSPECTI	INSPECTION VEH 6615	385.00
		301060	8/13/2021	ER General Operations	M7548680	548029	9442	DIVERSIFIED INSPECTI	INSPECTION VEH 5313	360.00
		301060	8/13/2021	ER General Operations	M7548680	548029	9442	DIVERSIFIED INSPECTI	INSPECTION VEH 1090	360.00
		301060	8/13/2021	ER General Operations	M7548680	548029	9442	DIVERSIFIED INSPECTI	INSPECTION VEH 0401	235.00
		301060	8/13/2021	ER General Operations	M7548680	548029	9442	DIVERSIFIED INSPECTI	INSPECTION VEH 0457	235.00
		301060	8/13/2021	ER General Operations	M7548680	548029	9442	DIVERSIFIED INSPECTI	INSPECTION VEH 2802	1,050.00
		301065	8/13/2021	ER General Operations	M7548680	531044	6264	EH WACHS	PUMP VEH 5312	1,068.85
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	GEARBOX VEH 3630	911.77
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	PLATE HARDWARE VEH W100	64.25
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	CLUTCH VEH 3630	911.14
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	BELT VEH 3524	58.29
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	PULLEY AND BELT VEH 3731	164.12
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	HOSE VEH 3731	105.64
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	BLADES VEH 3818	81.45
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	HANDLES VEH 3818	78.71
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	BELT VEH 3817	51.66
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	CAP VEH 3817	6.22
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	RECOIL ASSY VEH C062	43.43
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	BELT GUARD VEH P089	31.70
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	DRIVESHAFT VEH P101	84.70
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	BELT GUARD VEH P086	31.70
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	BELTS VEH 3524	109.95
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	BELTS VEH 3210	136.75
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	GEARBOX VEH 3524	941.41
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	STARTER VEH C065	49.41
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	GASKETS VEH P105	13.30
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	BUSHING LATCH VEH 3818	7.15
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	LATCH VEH 3818	7.56
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	HOSES VEH 3630	206.94

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FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	COIL VEH C018	79.39
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	BELT GUARD VEH P105	31.70
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	BEARINGS VEH 3210	48.82
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	ROLLER VEH 3210	45.11
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	SWITCH AND KEY VEH 3210	39.10
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	BELT GUARD VEH C042	31.70
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	CLUTCH VEH 3818	965.82
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	RECYCLER BLADES	114.88
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	SCREW VEH 3210	5.76
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	SPRING VEH 3210	36.93
		301070	8/13/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	THERMOSTAT VEH 3630	77.52
		301070	8/13/2021	ER General Operations	M7548680	548029	166	FARMERS EXCHANGE	ALT COVER AND OIL VEH 3523	300.02
		301070	8/13/2021	ER General Operations	M7548680	548029	166	FARMERS EXCHANGE	BELT REPLACEMENT VEH 3731	279.84
		301070	8/13/2021	ER General Operations	M7548680	548029	166	FARMERS EXCHANGE	CLUTCH AND BELT VEH 3817	105.96
		301084	8/13/2021	ER General Operations	M7548680	531044	8711	HUGHES FIRE EQUIPMEN	SWITCHES VEH 2003	51.78
		301084	8/13/2021	ER General Operations	M7548680	548029	8711	HUGHES FIRE EQUIPMEN	DOT INSPECTION VEH 2512	106.91
		301084	8/13/2021	ER General Operations	M7548680	548029	8711	HUGHES FIRE EQUIPMEN	DOT INSPECTION VEH 2716	106.91
		301084	8/13/2021	ER General Operations	M7548680	548029	8711	HUGHES FIRE EQUIPMEN	INSPECTION AND REPAIRS VEH 2003	641.42
		301084	8/13/2021	ER General Operations	M7548680	548029	8711	HUGHES FIRE EQUIPMEN	PUMP TEST VEH 2802	339.38
		301084	8/13/2021	ER General Operations	M7548680	548029	8711	HUGHES FIRE EQUIPMEN	PUMP TEST VEH 2003	407.25
		301084	8/13/2021	ER General Operations	M7548680	548029	8711	HUGHES FIRE EQUIPMEN	PUMP TEST VEH 0230	407.25
		301089	8/13/2021	ER General Operations	M7548680	548029	3363	JIM'S PACIFIC GARAGE	SUSPENSION REPAIR VEH 0229	412.84
		301097	8/13/2021	ER General Operations	M7548680	531044	3154	M & M BOLT COMPANY,	HARDWARE VEH 3904	1.22
		301106	8/13/2021	ER General Operations	M7548680	531044	6624	MOUNT'S LOCK, KEY &	KEY VEH 0137	27.15
		301107	8/13/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	ABS MODULE VEH 0137	484.70
		301107	8/13/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	FILTER VEH 2512	44.05
		301107	8/13/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	RELAY VEH 5801	15.10
		301107	8/13/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	PART VEH 2716	4.04
		301107	8/13/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	AIR FILTER VEH 2002	18.57
		301107	8/13/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	CABIN FILTER VEH 7812	5.80
		301107	8/13/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	BATTERY VEH P129	35.83
		301107	8/13/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	LAMP VEH 3815	10.48
		301107	8/13/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	CABIN FILTER VEH 3815	11.60
		301107	8/13/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	CREDIT CORE VEH 0137	-108.60
		301107	8/13/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	CABIN FILTER VEH 7783	5.80
		301107	8/13/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	AIR FILTER VEH 7938	6.77
		301107	8/13/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	CABIN FILTER VEH 7938	11.60
		301107	8/13/2021	ER General Operations	M7548680	548029	8875	NAPA PASCO AUTO PART	WINDSHIELD WASH FOR SHOP	48.67
		301111	8/13/2021	ER General Operations	M7548680	531044	1677	NORTHSTAR CLEAN CONC	REPAIR VEH CW02	222.33
		301111	8/13/2021	ER General Operations	M7548680	548002	1677	NORTHSTAR CLEAN CONC	PREVENT MAINT FLEET PARTS WASHER	435.52
		301114	8/13/2021	ER General Operations	M7548680	531044	4217	O'REILLY AUTO PARTS	TRANSMISSION FILTER VEH 2716	47.46
		301114	8/13/2021	ER General Operations	M7548680	531044	4217	O'REILLY AUTO PARTS	BOLTS VEH 3006	4.93
		301114	8/13/2021	ER General Operations	M7548680	531044	4217	O'REILLY AUTO PARTS	BATTERY VEH 5312	510.06
		301119	8/13/2021	ER General Operations	M7548680	531044	6603	PAPE MACHINERY INC	AIR CONDITIONING PARTS VEH 0055	113.45
		301119	8/13/2021	ER General Operations	M7548680	531044	6603	PAPE MACHINERY INC	CREDIT - FILTER VEH 0055	-40.17
		301122	8/13/2021	ER General Operations	M7548680	534002	6241	PASCO TIRE FACTORY I	TIRES VEH 3815	265.22
		301152	8/13/2021	Equipment Rental Capital	M7594180	564008	71	TIGER TOUGH	SEAT COVER VEH 7106	211.78
		301152	8/13/2021	Equipment Rental Capital	M7594180	564008	71	TIGER TOUGH	SEAT COVER VEH 7105	211.78
		301152	8/13/2021	Equipment Rental Capital	M7594180	564008	71	TIGER TOUGH	SEAT COVER 7104	211.78
		301152	8/13/2021	Equipment Rental Capital	M7594180	564008	71	TIGER TOUGH	SEAT COVER VEH 7107	211.78
		301161	8/13/2021	ER General Operations	M7548680	531044	4283	TURF STAR - WESTERN	CHUTE ASSY VEH 0381	492.53
		301164	8/13/2021	ER General Operations	M7548680	549003	3564	US LINEN AND UNIFORM	414 E 10TH - EQUIP RENTAL/WATER SHOP	65.51
		301195	8/27/2021	ER General Operations	M7548680	531044	4247	AUTOZONE	BELT AND COMPRESSOR VEH 7814	355.39
		301195	8/27/2021	ER General Operations	M7548680	531044	4247	AUTOZONE	VALVE VEH 3002	136.87
		301195	8/27/2021	ER General Operations	M7548680	531044	4247	AUTOZONE	AXLE VEH 0137	67.61
		301195	8/27/2021	ER General Operations	M7548680	531044	4247	AUTOZONE	FILTER VEH 7820	8.57
		301195	8/27/2021	ER General Operations	M7548680	531044	4247	AUTOZONE	CABIN FILTER VEH 3814	16.39
		301224	8/27/2021	ER General Operations	M7548680	532001	1310	COLEMAN OIL COMPANY	COLUMBIA PARK MOWER FUEL	359.89
		301224	8/27/2021	ER General Operations	M7548680	532001	1310	COLEMAN OIL COMPANY	CITYWIDE FLEET FUEL	25,579.67
		301236	8/27/2021	ER General Operations	M7548680	548029	7868	CORWIN FORD - TRI CI	REPAIR VEH 3815 - JOB B	553.93
		301242	8/27/2021	ER General Operations	M7548680	548029	9827	DAY WIRELESS SYSTEMS	CRUISE LIGHT REPAIR VEH 2803	97.74
		301251	8/27/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	BELT VEH 3524	190.72
		301251	8/27/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	CLUTCH VEH 3731	965.82
		301251	8/27/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	BELTS AND PULLEYS VEH 3817	359.31
		301251	8/27/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	FILTER FOR VMOPK - C062	11.28
		301251	8/27/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	SWITCH OIL FOR VEH 3817	118.08
		301251	8/27/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	SWITCH OIL FOR VEH 3630	118.08

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FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
		301251	8/27/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	PARTS FOR VMOPK - C062	12.85
		301251	8/27/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	MOWER BLADES FOR VEH 3731	65.16
		301251	8/27/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	EXHAUST GASKET VEH C50	6.56
		301251	8/27/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	V BELT VEH 3210	249.37
		301251	8/27/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	GASKETS VEH C050	115.66
		301251	8/27/2021	ER General Operations	M7548680	531044	166	FARMERS EXCHANGE	STARTER AND FILTER VEH C039	54.71
		301256	8/27/2021	ER General Operations	M7548680	541005	7860	FTRS, LLC	FEE - FUEL EXCISE TAX RECOVERY	1,870.17
		301269	8/27/2021	ER General Operations	M7548680	531044	8711	HUGHES FIRE EQUIPMEN	OIL PRESSURE GAUGE FOR VEH 2802	104.41
		301269	8/27/2021	ER General Operations	M7548680	531044	8711	HUGHES FIRE EQUIPMEN	GAUGES INSTALLED FOR VEH 2003	82.68
		301274	8/27/2021	ER General Operations	M7548680	548029	2285	JIFFY CAR WASH, INC.	FLEET CAR WASHES	651.60
		301284	8/27/2021	ER General Operations	M7548680	531044	3154	M & M BOLT COMPANY,	NUTS & BOLTS VEH 2717	11.76
		301287	8/27/2021	ER General Operations	M7548680	531044	2710	MAXIM CRANE WORKS	SWITCHES AND COVERS VEH 1090	489.77
		301288	8/27/2021	ER General Operations	M7548680	531044	2254	MCMMASTER-CARR SUPPLY	VALVES FOR FLEET	21.78
		301288	8/27/2021	ER General Operations	M7548680	531051	2254	MCMMASTER-CARR SUPPLY	LENS CLEANING STATION FOR SHOP	34.80
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	OIL FILTER VEH 5520	24.98
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	OIL FILTER VEH 4206	11.17
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	HOUSING VEH 5708	38.38
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	SPARK PLUGS VEH 3109	3.54
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	CREDIT - CAB FILTER VEH 7938	-11.60
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	OIL FILTER VEH 3903	3.87
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	CREDIT HOUSING VEH 5708	-38.38
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	LIGHTS VEH 0482	41.58
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	FLUSH FOR VEH 3630	7.73
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	BRAKES VEH 7126	130.31
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	FILTER VEH 5708	17.88
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	FILTER KIT VEH 5708	56.86
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	CREDIT - BRAKE PARTS VEH 7126	-130.31
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	OIL FILTER VEH 5904	3.87
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	SPARK PLUG BOOT FOR VEH 7360	23.33
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	RETURN OF OBSOLETE FLEET INVENTORY	-135.91
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	STEERING STABILIZER VEH 5313	48.48
		301295	8/27/2021	ER General Operations	M7548680	531044	8875	NAPA PASCO AUTO PART	OIL FILTER VEH 3731	3.87
		301303	8/27/2021	ER General Operations	M7548680	531044	1677	NORTHSTAR CLEAN CONC	WAND CAR WASH CW02	101.41
		301304	8/27/2021	ER General Operations	M7548680	531044	1677	NORTHSTAR CLEAN CONC	LANCE AND NOZZLES VEH 5312	120.41
		301306	8/27/2021	ER General Operations	M7548680	531044	4217	O'REILLY AUTO PARTS	OIL FILTER VEH 2802	69.78
		301311	8/27/2021	ER General Operations	M7548680	534002	6241	PASCO TIRE FACTORY I	TIRES VEH 2512	2,855.13
		301311	8/27/2021	ER General Operations	M7548680	534002	6241	PASCO TIRE FACTORY I	FLAT REPAIR VEH 4204	180.24
		301317	8/27/2021	ER General Operations	M7548680	548029	957	RANCH & HOME INC	PROPANE VEH 0401	23.94
		301319	8/27/2021	ER General Operations	M7548680	548029	5903	RATTLESNAKE MOUNTAIN	OIL CHANGE VEH 7100	234.95
		301319	8/27/2021	ER General Operations	M7548680	548029	5903	RATTLESNAKE MOUNTAIN	5K SERVICE AND BRAKES VEH 7001	681.35
		301319	8/27/2021	ER General Operations	M7548680	548029	5903	RATTLESNAKE MOUNTAIN	ELECTRICAL DIAGNOSIS VEH 7102	434.40
		301333	8/27/2021	ER General Operations	M7548680	534002	28	STAR RENTALS INC	TIRES VEH 3318	695.04
		301333	8/27/2021	ER General Operations	M7548680	548029	28	STAR RENTALS INC	REPAIRS VEH 3318	640.74
		301333	8/27/2021	ER General Operations	M7548680	548029	28	STAR RENTALS INC	INSPECTION VEH 3318	130.32
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7781	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7782	423.56
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7806	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7807	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7808	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7809	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7810	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7811	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7812	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7813	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7814	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7815	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7816	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7817	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7818	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7819	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7820	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7821	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7823	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7824	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7825	211.78
		301342	8/27/2021	ER General Operations	M7548680	531044	71	TIGER TOUGH	SEAT COVER VEH 7826	423.56
		301349	8/27/2021	ER General Operations	M7548680	531044	4283	TURF STAR - WESTERN	RADIATOR & CAP FOR VEH 3999	1,718.35

**City of Kennewick
Claims Roster
08/01/2021 - 08/31/2021**

FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
		301358	8/27/2021	ER General Operations	M7548680	542001		30 VERIZON NORTHWEST	FLEET	128.42
	010 - GENERAL Total									100,869.50
501 - EQUIPMENT RENTAL FUND Total										105,371.17
502 - CENTRAL STORES FUND										
000 - NON-EXPENDITURE										
		21465	8/25/2021	Central Stores	502000	237100		167 WA STATE DEPT OF REV		49.82
		301055	8/13/2021	Central Stores	502000	141103		5727 COSTCO ANYWHERE CITI	GAITER STYLE FACE COVERINGS	948.52
		301069	8/13/2021	Central Stores	502000	141105		5426 EWING IRRIGATION PRO	INV 500 IRRIGATION	2,356.64
		301069	8/13/2021	Central Stores	502000	141105		5426 EWING IRRIGATION PRO	500 INVENTORY - IRRIGATION SUPPLIES	1,637.21
		301069	8/13/2021	Central Stores	502000	141105		5426 EWING IRRIGATION PRO	INVENTORY - 54C RAINBIRD	215.63
		301069	8/13/2021	Central Stores	502000	141105		5426 EWING IRRIGATION PRO	INVENTORY - TORO BUBBLER	50.32
		301079	8/13/2021	Central Stores	502000	141103		1775 GRAINGER	200 INVENTORY - BATTERIES, CLEANER, PAINT ROLLERS	176.51
		301120	8/13/2021	Central Stores	502000	141103		5162 PARADISE BOTTLED WAT	INV 200 BOTTLED WATER	468.37
		301161	8/13/2021	Central Stores	502000	141105		4283 TURF STAR - WESTERN	INV 500 TORO GOLF HEADS	6,727.06
		301237	8/27/2021	Central Stores	502000	141103		5727 COSTCO ANYWHERE CITI	INV 200 FACE MASKS	169.41
		301237	8/27/2021	Central Stores	502000	141103		5727 COSTCO ANYWHERE CITI	CHARGE AMT ADJUSTMENT - INV 200 SUNSCREEN	-0.03
		301238	8/27/2021	Central Stores	502000	141103		481 CROWN PAPER & JANITO	INV 200 TRASH LINERS	17,788.68
		301250	8/27/2021	Central Stores	502000	141105		5426 EWING IRRIGATION PRO	INV 500 IRRIGATION PARTS	3,041.20
		301250	8/27/2021	Central Stores	502000	141105		5426 EWING IRRIGATION PRO	SPRINKLER HOSE STAND	44.21
		301260	8/27/2021	Central Stores	502000	141103		1775 GRAINGER	200 INVENTORY EQUIPMENT & BAND AIDS	111.00
		301282	8/27/2021	Central Stores	502000	141103		8868 LIFE-ASSIST	200 INV - MED. NITRILE GLOVES	1,520.40
		301282	8/27/2021	Central Stores	502000	141103		8868 LIFE-ASSIST	INVENTORY NITRILE GLOVES - LARGE	1,520.40
		301302	8/27/2021	Central Stores	502000	141103		2904 NORTHERN SAFETY CO.,	INV 200 WORK GLOVES	122.61
	000 - NON-EXPENDITURE Total									36,947.96
010 - GENERAL										
		301096	8/13/2021	Central Stores Services	M8518500	545001		6743 LEAF CAPITAL FUNDING	WATER PLANT	1,214.72
		301096	8/13/2021	Central Stores Services	M8518500	545001		6743 LEAF CAPITAL FUNDING	KPD PATROL	519.11
		301096	8/13/2021	Central Stores Services	M8518500	545001		6743 LEAF CAPITAL FUNDING	FROST ENGINEERING	622.49
		301187	8/27/2021	Central Stores Services	M8518500	548002		1526 ABADAN	FIRE STATION 5 - C3320I	74.02
		301187	8/27/2021	Central Stores Services	M8518500	548002		1526 ABADAN	KPD 654E	289.74
		301187	8/27/2021	Central Stores Services	M8518500	548002		1526 ABADAN	CITY HALL C450I	194.43
		301187	8/27/2021	Central Stores Services	M8518500	548002		1526 ABADAN	WATER PLANT	783.87
		301187	8/27/2021	Central Stores Services	M8518500	548002		1526 ABADAN	FROST PRODUCTION	602.21
		301281	8/27/2021	Central Stores Services	M8518500	545001		6743 LEAF CAPITAL FUNDING	FIRE STATION 5 - C3320I	210.68
		301281	8/27/2021	Central Stores Services	M8518500	545001		6743 LEAF CAPITAL FUNDING	CITY HALL C450I	181.37
		301281	8/27/2021	Central Stores Services	M8518500	545001		6743 LEAF CAPITAL FUNDING	POLICE RECORDS	387.25
	010 - GENERAL Total									5,079.89
502 - CENTRAL STORES FUND Total										42,027.85
503 - RISK MANAGEMENT FUND										
010 - GENERAL										
		301021	8/13/2021	Risk Mgt Services	B6519000	549066		3035 ADEPT TESTING OCCUPA	HEP B VACCINATION FOR R. DOTY	105.00
		301126	8/13/2021	Risk Mgt Services	B6519000	41004-		3467 PRONTO PROCESS SERVI	AFFIDAVIT OF SERVICE: DANIEL 19159	55.00
		301126	8/13/2021	Risk Mgt Services	B6519000	41004-		3467 PRONTO PROCESS SERVI	AFFIDAVIT OF NON-SERVICE: FLORES 19195	45.00
		301229	8/27/2021	Risk Mgt Services	B6519000	546007		8852 COMMERCIAL TIRE	REPLACEMENT OF FOUR TIRES ON KPD VEHICLE #7351	576.65
		301229	8/27/2021	Risk Mgt Services	B6519000	546007		8852 COMMERCIAL TIRE	REPLACEMENT OF FOUR TIRES ON KPD VEHICLE #7814	576.65
		301229	8/27/2021	Risk Mgt Services	B6519000	546007		8852 COMMERCIAL TIRE	REPLACEMENT OF FOUR TIRES ON KPD VEHICLE #7808	576.65
		301234	8/27/2021	Risk Mgt Services	B6519000	546007		35 CONSOLIDATED ELECTRI	DAMAGED LIGHT POLE - 102 E. COLUMBIA DR.	516.49
		301235	8/27/2021	Risk Mgt Services	B6519000	546007		642 CORAL SALES COMPANY		321.50
		301255	8/27/2021	Risk Mgt Services	B6519000	546007		81 FNS COLLISION	KPD #7813	2,226.99
		301278	8/27/2021	Risk Mgt Services	B6519000	546007		4244 L N CURTIS & SONS		740.03
		301308	8/27/2021	Risk Mgt Services	B6519000	541005		7831 ON SCENE MEDICAL SER	RAPID COVID TEST FOR B. HAMBY	150.00
		301329	8/27/2021	Risk Mgt Services	B6519000	546007		680 SIERRA ELECTRIC, INC		3,291.36
		301358	8/27/2021	Risk Mgt Services	B6519000	542002		30 VERIZON NORTHWEST	RSK MGT	41.14
	010 - GENERAL Total									9,222.46
503 - RISK MANAGEMENT FUND Total										9,222.46
611 - FIREMEN'S PENSION FUND										
010 - GENERAL										
		301208	8/27/2021	Firemens Pension	J1517210	529003		4065 RETIREE		329.14
		301232	8/27/2021	Firemens Pension	J1517210	529003		128 RETIREE		962.80
		301245	8/27/2021	Firemens Pension	J1517210	529003		5685 RETIREE		1,468.13
		301261	8/27/2021	Firemens Pension	J1517210	529003		122 RETIREE		2,618.65
		301316	8/27/2021	Firemens Pension	J1517210	529003		6700 RETIREE		937.31
		301322	8/27/2021	Firemens Pension	J1517210	529003		145 RETIREE		975.11
		301327	8/27/2021	Firemens Pension	J1517210	529003		148 RETIREE		721.58
		301330	8/27/2021	Firemens Pension	J1517210	529003		150 RETIREE		1,501.24
		301359	8/27/2021	Firemens Pension	J1517210	529003		152 RETIREE		563.98
		301366	8/27/2021	Firemens Pension	J1517210	529003		10500 RETIREE		945.31

**City of Kennewick
Claims Roster
08/01/2021 - 08/31/2021**

FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
		301369	8/27/2021	Firemens Pension	J1517210	529003		154 RETIREE		799.72
010 - GENERAL Total										799.72
611 - FIREMEN'S PENSION FUND Total										11,822.97
612 - OPEB TRUST FUND										11,822.97
010 - GENERAL										
		301022	8/13/2021	OPEB Trust Fund	J2517210	520012		24 RETIREE		148.50
		301037	8/13/2021	OPEB Trust Fund	J2517210	520012		185 RETIREE		148.50
		301052	8/13/2021	OPEB Trust Fund	J2517210	520012		128 RETIREE		5,167.50
		301062	8/13/2021	OPEB Trust Fund	J2517210	520012		324 RETIREE		148.50
		301064	8/13/2021	OPEB Trust Fund	J2517210	520012		1894 RETIREE		148.50
		301071	8/13/2021	OPEB Trust Fund	J2517210	520012		41 RETIREE		148.50
		301072	8/13/2021	OPEB Trust Fund	J2517210	520012		58 RETIREE		148.50
		301077	8/13/2021	OPEB Trust Fund	J2517210	520012		181 RETIREE		148.50
		301078	8/13/2021	OPEB Trust Fund	J2517210	520012		134 RETIREE		148.50
		301080	8/13/2021	OPEB Trust Fund	J2517210	520012		62 RETIREE		148.50
		301081	8/13/2021	OPEB Trust Fund	J2517210	520012		455 RETIREE		148.50
		301083	8/13/2021	OPEB Trust Fund	J2517210	520012		6744 RETIREE		104.90
		301090	8/13/2021	OPEB Trust Fund	J2517210	520012		3891 RETIREE		148.50
		301091	8/13/2021	OPEB Trust Fund	J2517210	520012		65 RETIREE		148.50
		301095	8/13/2021	OPEB Trust Fund	J2517210	520012		60 RETIREE		148.50
		301098	8/13/2021	OPEB Trust Fund	J2517210	520012		50 RETIREE		148.50
		301099	8/13/2021	OPEB Trust Fund	J2517210	520012		52 RETIREE		148.50
		301113	8/13/2021	OPEB Trust Fund	J2517210	520012		142 RETIREE		148.50
		301123	8/13/2021	OPEB Trust Fund	J2517210	520012		5554 RETIREE		134.00
		301129	8/13/2021	OPEB Trust Fund	J2517210	520012		145 RETIREE		139.50
		301134	8/13/2021	OPEB Trust Fund	J2517210	520012		147 RETIREE		115.60
		301135	8/13/2021	OPEB Trust Fund	J2517210	520012		1821 RETIREE		144.60
		301137	8/13/2021	OPEB Trust Fund	J2517210	520012		148 RETIREE		148.50
		301139	8/13/2021	OPEB Trust Fund	J2517210	520012		150 RETIREE		148.50
		301140	8/13/2021	OPEB Trust Fund	J2517210	520012		66 RETIREE		148.50
		301160	8/13/2021	OPEB Trust Fund	J2517210	520012		1318 RETIREE		148.50
		301166	8/13/2021	OPEB Trust Fund	J2517210	520012		152 RETIREE		148.50
		301169	8/13/2021	OPEB Trust Fund	J2517210	520012		8584 RETIREE		140.50
		301170	8/13/2021	OPEB Trust Fund	J2517210	520012		9944 RETIREE		148.50
		301176	8/13/2021	OPEB Trust Fund	J2517210	520012		154 RETIREE		5,446.86
		301177	8/13/2021	OPEB Trust Fund	J2517210	520012		2997 RETIREE		135.50
		301178	8/13/2021	OPEB Trust Fund	J2517210	520012		1415 RETIREE		135.50
		301183	8/18/2021	OPEB Trust Fund	J2517210	520012		9776 RETIREE	MEDICARE PART B	148.50
010 - GENERAL Total										15,079.96
612 - OPEB TRUST FUND Total										15,079.96
631 - PAYROLL FUND										
000 - NON-EXPENDITURE										
		301019	8/10/2021	Payroll Clearing	631000	231903		77731 TANNER CUNNINGHAM	080521 PAYROLL CORRECTION	280.00
000 - NON-EXPENDITURE Total										280.00
631 - PAYROLL FUND Total										280.00
634 - BI-COUNTY POLICE INFO NETWORK										
010 - GENERAL										
		21463	8/17/2021	BIPIN General Capital	J3594180	564015		3223 WALMART SUPERCENTER	BIPIN PROJECT TRAINING SESSION - COFFEE SUPPLIES/S	32.38
		21463	8/17/2021	BIPIN General Capital	J3594180	564015		3883 U R M CASH & CARRY	BIPIN PROJECT TRAINING SESSION - COFFEE SUPPLIES	12.67
		21463	8/17/2021	BIPIN General Capital	J3594180	564015		8680 PROCARD, SPUDNUT SHO	BIPIN PROJECT TRAINING SESSION	10.64
		301162	8/13/2021	BIPIN General Capital	J3594180	564015		1566 TYLER TECHNOLOGIES I	BARCODE EQUIP BIPIN REP CONTRACT 18-039	43,244.52
		301162	8/13/2021	BIPIN General Capital	J3594180	564015		1566 TYLER TECHNOLOGIES I	BIPIN CONVERSION PROJECT MGT TRAVEL	7,259.28
010 - GENERAL Total										50,559.49
634 - BI-COUNTY POLICE INFO NETWORK Total										50,559.49
642 - METRO DRUG FORFEITURE FUND										
000 - NON-EXPENDITURE										
		21465	8/25/2021	Metro Operations	642000	237100		167 WA STATE DEPT OF REV		1,438.05
		301204	8/27/2021	Metro Operations	642000	229000		14 BENTON COUNTY	METRO OT REIMB - APRIL	371.22
		301204	8/27/2021	Metro Operations	642000	229000		14 BENTON COUNTY	METRO OT REIMB - MAY	222.72
		301222	8/27/2021	Metro Operations	642000	229000		435 CITY OF PASCO	METRO OT REIMB - APRIL	594.81
		301223	8/27/2021	Metro Operations	642000	229000		1516 CITY OF WEST RICHLAN	METRO OT REIMB - APRIL	385.27
000 - NON-EXPENDITURE Total										3,012.07
010 - GENERAL										
		21463	8/17/2021	METRO Drug Forfeiture Admin	J5521230	531001		3700 OFFICE DEPOT INC	OFFICE SUPPLIES	250.89
		21463	8/17/2021	METRO Drug Forfeiture Admin	J5521230	531001		5122 USPS (STAMPS.COM)	MONTHLY SERVICE FEE - JULY 2021	19.54
		21463	8/17/2021	METRO Drug Forfeiture Admin	J5521230	541092		5122 USPS (STAMPS.COM)	STAMPS.COM MONTHLY FEE - JULY 2021	50.00
		21463	8/17/2021	METRO Drug Forfeiture Admin	J5521230	543002		4913 RPS - PASCO	AIRPORT PARKING FOR THE CHIEF'S WORK TRAVEL	8.00

**City of Kennewick
Claims Roster
08/01/2021 - 08/31/2021**

FUND	DIVISION	CHECK NO	CHECK DATE	ORG DESC	ORG	OBJECT	VENDOR	VENDOR NAME	FULL DESC	CHECK AMOUNT
		21463	8/17/2021	METRO Drug Forfeiture Admin	J5521230	543002		3554 DELTA AIRLINES		1,126.40
		301048	8/13/2021	METRO Drug Forfeiture Admin	J5521230	532001		1310 COLEMAN OIL COMPANY	GAS FOR U/C VEH #2	77.51
		301104	8/13/2021	METRO Drug Forfeiture Admin	J5521230	543002		50282 MERKL, ISAAC	PER DIEM REIMBURSEMENT - DEA SEARCH WARRANT TRAINI	201.00
		301247	8/27/2021	METRO Drug Forfeiture Admin	J5521230	541092		1933 EMPLOYMENT SECURITY	EMPLOYMENT HISTORY -- KPD 20-06039	9.50
		301247	8/27/2021	METRO Drug Forfeiture Admin	J5521230	541092		1933 EMPLOYMENT SECURITY	EMPLOYMENT HISTORY	9.50
		301247	8/27/2021	METRO Drug Forfeiture Admin	J5521230	541092		1933 EMPLOYMENT SECURITY	EMPLOYMENT HISTORY -- KPD 21-20881	9.50
		301358	8/27/2021	METRO Drug Forfeiture Admin	J5521230	542001		30 VERIZON NORTHWEST	METRO	31.14
		301370	8/27/2021	METRO Drug Forfeiture Admin	J5521230	542001		5471 ZIPLY FIBER, NORTHWE	TELEPHONE SVC	158.93
010 - GENERAL Total										1,951.91
642 - METRO DRUG FORFEITURE FUND Total										4,963.98
Grand Total										\$ 4,714,044.65

I, Dan Legard, Finance Director, do hereby certify that the merchandise or services hereinbefore specified have been received, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation and that the vouchers listed above are approved for payment this day.



Dan Legard, Finance Director

The payments on this claims roster are comprised of the following:

Claims check numbers 301004-301371	\$	4,380,439.41
Less voided check:s		
Check 301312		(76,816.92)
Electronic transfers		
Wire transfer 21462 - Cascade Title		245,938.15
Wire transfer 21463 - Peard		55,663.67
Wire transfer 21464 - DRS		217.00
Wire transfer 21465 - Excise Tax		108,603.34
Total	\$	4,714,044.65

Exceptions:

**Council Agenda
Coversheet**



Agenda Item Number	3.b.(2)	Council Date	09/21/2021
Agenda Item Type	General Business Item		
Subject	Toyota Center/Arena Accounts		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda

Ordinance/Reso

Public Mtg / Hrg

Other

Quasi-Judicial

Recommendation

Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for July 2021.

Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for July 2021 in the amount of \$77,569.46, comprised of check number 21892-21928 in the amount of \$76,952.56 and electronic transfers in the amount of \$616.90.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$77,569.46.

Through	Denise Winters Sep 07, 16:19:56 GMT-0700 2021
Dept Head Approval	Dan Legard Sep 14, 10:46:47 GMT-0700 2021
City Mgr Approval	Marie Mosley Sep 16, 20:17:52 GMT-0700 2021

Attachments:

Recording Required?

**Toyota Center and Toyota Arena
July 2021**

Num	Date	Name	Memo	Account	Paid Amount
21892	07/06/2021	Adamson, Janine	LTS June 2021	1006.1 · Sterling Operating Account	
June 2021	06/24/2021		LTS June 2021	8065 · Contracted Labor	-140.00
					-140.00
21893	07/06/2021	Advanced Protection Services, Inc.		1006.1 · Sterling Operating Account	
R 128721	06/01/2021		Commerical Fire Monitoring-TA-6/1/21-6/30/21	8039 · Security & Fire Alarm System	-46.64
R 128772	06/01/2021		Ammonia Monitoring and Keypad App-6/1/21-6/30/21	8039 · Security & Fire Alarm System	-68.36
R 128723	06/01/2021		Commerical Fire Monitoring-6/1/21-6/30/21	8039 · Security & Fire Alarm System	-73.79
R 128724	06/01/2021		Temperature Monitoring-6/1/21-6/30/21	8039FB · Sec & Fire Alarm, Food & Bev	-43.39
R 128725	06/01/2021		Vault Security Monitoring-6/1/21-6/30/21	8039 · Security & Fire Alarm System	-43.39
					-275.57
21894	07/06/2021	Apollo Inc	TA 2 inch Seismic Valve Installation	1006.1 · Sterling Operating Account	
940035056	06/21/2021		TA 2 inch Seismic Valve Installation	8041 · Repairs & Maintenance-Building	-2,501.06
					-2,501.06
21895	07/06/2021	Benton PUD		1006.1 · Sterling Operating Account	
LGS 5/8/21-6/8/21	06/11/2021		Large General Service 5/8/21-6/8/21	8036.3 · Electricity	-12,999.63
SIGN 5/8/21-6/8/21	06/11/2021		SGS-Sign 5/8/21-6/8/21	8036.3 · Electricity	-481.92
					-13,481.55
21896	07/06/2021	Berry, Timothy	LTS June 2021	1006.1 · Sterling Operating Account	
June 2021	06/24/2021		LTS June 2021	8065 · Contracted Labor	-105.00
					-105.00
21897	07/06/2021	Bond, Craig	LTS June 2021	1006.1 · Sterling Operating Account	
June 2021	06/24/2021		LTS June 2021	8065 · Contracted Labor	-440.00
					-440.00
21898	07/06/2021	Bond, Jennifer	LTS June 2021	1006.1 · Sterling Operating Account	
LTS June 2021	06/24/2021		LTS June 2021	8065 · Contracted Labor	-400.00
					-400.00
21899	07/06/2021	Cascade Natural Gas - COL	General Commerical Service 5/8/21-6/9/21	1006.1 · Sterling Operating Account	
5/8/21-6/9/21	06/10/2021		General Commerical Service 5/8/21-6/9/21	8036.2 · Natural Gas	-267.14
					-267.14
21900	07/06/2021	Cascade Natural Gas - ICE	General Commerical Service 5/8/21-6/9/21	1006.1 · Sterling Operating Account	
5/8/21-6/9/21	06/10/2021		General Commerical Service 5/8/21-6/9/21	8036.2 · Natural Gas	-821.94
					-821.94
21901	07/06/2021	CI/Shred Columbia Industries	0935	1006.1 · Sterling Operating Account	
0118334	05/31/2021		Shred Services 5/25/21	8094 · Outside Services	-118.95
					-118.95
21902	07/06/2021	City of Kennewick-MISC	2nd Quarter Leasehold Excise Tax Tri-City Americans	1006.1 · Sterling Operating Account	
14786	06/22/2021		2nd Quarter Leasehold Excise Tax Tri-City Americans	2203 · Leasehold Tax Payable-COK	-1,334.94
					-1,334.94
21903	07/06/2021	City of Kennewick-Water	Commerical Sewer Winter Average and 3" Meter	1006.1 · Sterling Operating Account	
4/22/21-6/21/21	06/24/2021		Commerical Sewer Winter Average and 3" Meter	8036.4 · Water	-5,157.06
					-5,157.06
21904	07/06/2021	Culligan	230326	1006.1 · Sterling Operating Account	
111319	06/18/2021		Cooler Rental 6/18/21-7/18/21	8098 · Supplies & Equipment	-10.86
					-10.86

**Toyota Center and Toyota Arena
July 2021**

Num	Date	Name	Memo	Account	Paid Amount
21905	07/06/2021	Grace McNally	LTS June 2021	1006.1 · Sterling Operating Account	
June 2021	06/24/2021		LTS June 2021	8065 · Contracted Labor	-160.00
					-160.00
21906	07/06/2021	Landry, Michael	Adult League Refund	1006.1 · Sterling Operating Account	
Adult League Refund	06/17/2021		Adult League Refund	5148 · Adult Hockey League	-150.00
					-150.00
21907	07/06/2021	Mid Columbia Hockey Officials Association	Games Worked 5/3/21-5/30/21	1006.1 · Sterling Operating Account	
21-006	06/09/2021		Games Worked 5/3/21-5/30/21	8094 · Outside Services	-2,612.00
					-2,612.00
21908	07/06/2021	NAPA Auto Parts	6916	1006.1 · Sterling Operating Account	
147915	06/04/2021		Starter and Oil for Zamboni PO# 3427	8098 · Supplies & Equipment	-117.15
					-117.15
21909	07/06/2021	Spectrum Enterprise	Phone/Internet Service 6/26/21-7/25/21	1006.1 · Sterling Operating Account	
0883924062621	06/26/2021		Internet Service 6/26/21-7/25/21	8034.3 · Internet	-1,719.98
			Phone Service 6/26/21-7/25/21	8034.1 · Telephone	-900.85
					-2,620.83
21910	07/06/2021	Sunbelt Rentals	Manlift Rental 6/15/21-6/16/21	1006.1 · Sterling Operating Account	
114529728-0001	06/17/2021		Manlift Rental 6/15/21-6/16/21	8096 · Rental Equipment	-456.12
					-456.12
21911	07/06/2021	USA Hockey	Adult Hockey Tournament Sanctioning	1006.1 · Sterling Operating Account	
August Tournament	07/06/2021		Adult Hockey Tournament Sanctioning	8094 · Outside Services	-250.00
					-250.00
21912	07/06/2021	VenuWorks, Inc.	June 2021 Management Fee	1006.1 · Sterling Operating Account	
17170	06/01/2021		June 2021 Management Fee	8124 · VenuWorks Management Fee	-9,809.04
					-9,809.04
21913	07/06/2021	Washington State Dept. of L&I, Elevator P	GL Code 312	1006.1 · Sterling Operating Account	
377232	04/19/2021		GL Code 312	8012 · Licenses & Permits	-500.00
					-500.00
21914	07/06/2021	Weaver Exterminating Service, Inc.		1006.1 · Sterling Operating Account	
585105	06/22/2021		Monthly Rodent/Pest Control-TC	8094 · Outside Services	-255.21
585104	06/22/2021		Monthly Rodent/Pest Control-TA	8094 · Outside Services	-127.06
					-382.27
21915	07/27/2021	Advanced Protection Services, Inc.		1006.1 · Sterling Operating Account	
R 129303	07/01/2021		Vault Commerical Security Monitoring 7/1/21-7/31/21	8039 · Security & Fire Alarm System	-43.39
R 129302	07/01/2021		Temperature Commerical Monitoring 7/1/21-7/31/21	8039FB · Sec & Fire Alarm, Food & Bev	-43.39
R 129301	07/01/2021		Toyota Center Commerical Fire Monitoring 7/1/21-7/3/21	8039 · Security & Fire Alarm System	-73.79
R 129300	07/01/2021		Ammonia Monitoring and Virtual Keypad 7/1/21-7/31/21	8039 · Security & Fire Alarm System	-68.36
R 129299	07/01/2021		Toyota Arena Commerical Fire Monitoring 7/1/21-7/31/21	8039 · Security & Fire Alarm System	-46.64
					-275.57
21916	07/27/2021	Apollo Inc		1006.1 · Sterling Operating Account	
940033626	04/19/2021		Fix Motor in Walk-In PO# 3420	8042FB · Repr & Maint Equip, Food & Bev	-1,151.24
940035242	07/06/2021		HVAC Maintenance Contract Billing	8065 · Contracted Labor	-1,902.67
					-3,053.91
21917	07/27/2021	Benton PUD		1006.1 · Sterling Operating Account	
SIGN 6/8/21-7/8/21	07/13/2021		Small Gen Service-Sign-6/8/21-7/8/21	8036.3 · Electricity	-461.18
LGS 6/8/21-7/8/21	07/13/2021		Large General Services-TC&TA-6/8/21-7/8/21	8036.3 · Electricity	-12,139.31
					-12,600.49

**Toyota Center and Toyota Arena
July 2021**

Num	Date	Name	Memo	Account	Paid Amount
21918	07/27/2021	Canon Solutions America (Oce)	BHA806	1006.1 · Sterling Operating Account	
4036766909	07/01/2021		OHM07777 Maintenance	8007 · Printing & Copiers	-30.79
					-30.79
21919	07/27/2021	Cascade Natural Gas - COL	General Commerical Service 6/10/21-7/9/21-TC	1006.1 · Sterling Operating Account	
6/10/21-7/9/21	07/12/2021		General Commerical Service 6/10/21-7/9/21-TC	8036.2 · Natural Gas	-64.95
					-64.95
21920	07/27/2021	Cascade Natural Gas - ICE	General Commerical Service 6/10/21-7/9/21-TA	1006.1 · Sterling Operating Account	
6/10/21-7/9/21	07/12/2021		General Commerical Service 6/10/21-7/9/21-TA	8036.2 · Natural Gas	-521.84
					-521.84
21921	07/27/2021	Chemsearch	Contract Water Treatment Program	1006.1 · Sterling Operating Account	
7417475	06/25/2021		Contract Water Treatment Program	8094 · Outside Services	-3,406.26
					-3,406.26
21922	07/27/2021	Cougar Digital Marketing & Design LLC	Toyota Arena Monthly Website Maintenance	1006.1 · Sterling Operating Account	
8165	07/01/2021		Toyota Arena Monthly Website Maintenance	8003 · Non-Event Advertising	-149.00
					-149.00
21923	07/27/2021	Culligan	230326	1006.1 · Sterling Operating Account	
112046	07/18/2021		Water Cooler Rental	8098 · Supplies & Equipment	-10.86
					-10.86
21924	07/27/2021	Devfuzion	Website Hosting-Monthly Billing for June	1006.1 · Sterling Operating Account	
W-17279	06/30/2021		Website Hosting-Monthly Billing for June	8094 · Outside Services	-30.00
					-30.00
21925	07/27/2021	Mid Columbia Hockey Officials Association	Games Worked 5/31/21-7/4/21	1006.1 · Sterling Operating Account	
21-008	07/20/2021		Games Worked 5/31/21-7/4/21	8094 · Outside Services	-4,372.00
					-4,372.00
21926	07/27/2021	VenuWorks, Inc.	July 2021 Management Fee	1006.1 · Sterling Operating Account	
17205	07/01/2021		July 2021 Management Fee	8124 · VenuWorks Management Fee	-9,809.04
					-9,809.04
21927	07/27/2021	Washington State Dept. of L&I, Elevator P	Renewal for Annual Operating Certificate for Elevator 2: 9/1/21-9/1/22	1006.1 · Sterling Operating Account	
281919	07/16/2021		Renewal for Annual Operating Certificate for Elevator 2: 9/1/21-9/1/22	8012 · Licenses & Permits	-134.10
					-134.10
21928	07/27/2021	Weaver Exterminating Service, Inc.		1006.1 · Sterling Operating Account	
585444	07/20/2021		Monthly Rodent/Pest Control Service-TA	8094 · Outside Services	-127.06
85447	07/20/2021		Monthly Rodent/Pest Control Service-TC	8094 · Outside Services	-255.21
					-382.27
AUTO	07/31/2021	American Payment Solutions	Credit card processing July 2021	1006.1 · Sterling Operating Account	
			Credit card processing July 2021	8109 · Credit Card Fees	-375.70
					-375.70
AUTO	07/31/2021	Ignite Payment Systems	Card processing fees - TOYO June 2021	1006.1 · Sterling Operating Account	
			Card processing fees - TOYO June 2021	8109 · Credit Card Fees	-174.80
			Card processing fees - ARENA June 2021	8109 · Credit Card Fees	-33.45
					-208.25

**Toyota Center and Toyota Arena
July 2021**

Num	Date	Name	Memo	Account	Paid Amount
AUTO	07/31/2021	USAePay	CC processing setup for TOYO - July 2021	1006.1 - Sterling Operating Account	
			CC processing setup for Center - July 2021	8109 - Credit Card Fees	-12.50
			CC processing setup for Arena - July 2021	8109 - Credit Card Fees	-12.50
					<u>-25.00</u>
			Total Paid - Operations Account	\$	77,561.51

Num	Date	Name	Memo	Account	Paid Amount
AUTO	07/31/2021	American Express	AMEX fees	1006.3 - Sterling Box Office Account	
			AMEX Fees - July 2021	8109 - Credit Card Fees	-7.95
					<u>-7.95</u>
			Total Paid - Box Office Account	\$	7.95
			Total Paid	\$	<u><u>77,569.46</u></u>

I, Dan Legard, Finance Director, do hereby certify that the merchandise or services hereinbefore specified have been received, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation and that the vouchers listed above are approved for payment this day.



Dan Legard, Finance Director

The payments on this claims roster are comprised of the following:

Check numbers 21892-21928	\$	76,952.56
Electronic transfers - Operations		608.95
Electronic transfers - Box Office		7.95
Total	\$	<u><u>77,569.46</u></u>

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	09/21/2021
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 8/31/2021		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That council approve the Payroll Roster.

Motion for Consideration

I move to approve the Payroll Roster for 8/31/2021 in the amount of \$1,989,236.16 comprised of check numbers 75216 through 75223 and direct deposit numbers 194861 through 195296.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$1,989,236.16

Through

Dept Head Approval

City Mgr Approval

Dan Legard	
Sep 14, 10:36:53 GMT-0700 2021	
Marie Mosley	
Sep 16, 20:19:38 GMT-0700 2021	

Attachments: payroll roster

Recording
Required?

September 21, 2021

All Departments:

August 31, 2021


ADMINISTRATIVE TEAM	4,777.46
CITY COUNCIL	4,612.50
CITY MANAGER	12,803.09
CIVIL SERVICE	2,175.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	24,371.94
EMPLOYEE & COMMUNITY RELATIONS	41,375.23
ENGINEERING	58,504.43
FACILITIES & GROUNDS	91,934.23
FINANCE	49,181.46
FIRE	102,049.46
LEGAL SERVICES	22,885.43
MANAGEMENT SERVICES	83,340.42
POLICE	501,006.61
	<hr/>
Subtotal General Fund	999,017.26
STREETS	26,472.99
TRAFFIC	20,570.43
	<hr/>
Subtotal Street Fund	47,043.42
BI-PIN	10,248.02
BUILDING SAFETY	42,219.33
COMMUNITY DEVELOPMENT	4,125.98
CRIMINAL JUSTICE	65,795.51
EQUIPMENT RENTAL	13,284.79
MEDICAL SERVICES	359,071.46
RISK MANAGEMENT	3,699.68
STORMWATER UTILITY	23,106.87
WATER & SEWER	151,005.50
	<hr/>
Subtotal Other Funds	672,557.14
Total Salaries and Wages	1,718,617.82
<u>Benefits:</u>	
Industrial Insurance	39,293.37
Medical Retirement Account	3,450.00
Retirement	125,641.79
Social Security (FICA)	99,853.37
WA Family Leave	2,379.81
	<hr/>
	270,618.34
Total Benefits	
Grand Total	\$1,989,236.16

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$1,989,236.16 comprised of check numbers 75216 through 75223 and direct deposit numbers 194861 through 195296.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet	Agenda Item Number	3.d.	Council Date	09/21/2021	Consent Agenda	<input checked="" type="checkbox"/>
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	<input type="checkbox"/>
	Subject	Ferguson AMI Contract - Phase 1			Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>
	Project #	P1822	Permit #		Quasi-Judicial	<input type="checkbox"/>
	Department	Public Works				

Recommendation

That the City Council authorize the City Manager to sign the agreement with Ferguson Enterprises for the Advanced Metering Infrastructure (AMI) System.

Motion for Consideration

I move to authorize the City Manager to sign the agreement with Ferguson Enterprises for the Advanced Metering Infrastructure (AMI) System.

Summary

The agreement with Ferguson Enterprises provides for the installation of the Advanced Metering Infrastructure (AMI) System.

The AMI System is comprised of the following:

- Backbone communications network (aka Base Stations and associated FlexNet system)
- New Badger meter installations, replacing approximately 11,283 old meters
- Meter radio transmitters, approximately 13,728 (sends individual meter info to the network)
- Retrofit existing meter boxes and lids

The total cost is \$5.7 million for Phase 1.

A 2nd Phase is anticipated to occur after the Tyler/ Munis - Utility Billing system has been implemented (~2023). The anticipated cost for Phase 2 is estimated at \$5 million to complete the AMI system.

Alternatives

None recommended

Fiscal Impact

Public Works Trust Fund Loan	Total \$5,726,396.49
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Through	John Cowling Sep 14, 17:15:49 GMT-0700 2021	Attachments: 
Dept Head Approval	Cary Roe Sep 15, 07:16:16 GMT-0700 2021	
City Mgr Approval	Marie Mosley Sep 16, 20:59:49 GMT-0700 2021	
		<input type="checkbox"/> Recording Required?

CITY OF KENNEWICK

PROJECT NO.1822

ADVANCED METERING INFRASTRUCTURE SYSTEM

FERGUSON ENTERPRISES

AMI CONTRACT

September 14, 2021

City of Kennewick

AUTOMATED METER READING SYSTEM EQUIPMENT AND SERVICES CONTRACT

THIS CONTRACT ("Contract") by and between City of Kennewick and Ferguson Enterprises, LLC with its place of business at 210 W 6th Ave Kennewick, WA 99336 ("Ferguson" or "Supplier") (individually a "Party" and collectively the "Parties") is effective upon the later date of execution of this Contract by the City and Supplier ("Effective Date").

WITNESSETH:

WHEREAS, the Supplier has represented to the City it has the specialized expertise and experience necessary to properly provide the Equipment and Implementation Services for a fully functioning Advanced Metering Infrastructure (AMI) System, as further defined, and required by this Contract, in a timely manner and that its proposal includes all of the functions and features required for the Equipment and Implementation Services; and

WHEREAS, the City has accepted the Supplier's offer to provide the Equipment and Implementation Services in accordance with the Contract Documents as defined herein.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. The City shall have the right to purchase the Equipment and Implementation Services, as defined herein, in accordance with the unit prices set forth in this Contract including Attachment B.

The further terms and conditions of this Contract are set forth in the following Contract Documents, each of which is attached hereto and are made part of the Contract by this reference in the following order of precedence:

1. Future Contract Amendments/Change Orders.
2. This Contract including Attachments.
3. The Supplier's AMI Proposal to the City (cover letter dated January 21, 2020).
4. The City's Request for Proposals (RFP; dated December 6, 2019).

This Agreement may be executed in two or more counter parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Agreement for Consultant represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Agreement will become binding on the date of last execution hereon:

EXECUTED THIS _____ day of _____, _____

CITY OF KENNEWICK, WASHINGTON

Ferguson Enterprises, LLC

Marie Mosley
City Manager

James Adams
General Manager
24025 Snohomish-Woodinville RD
Woodinville, WA 98072
(502)794-8977

ATTEST:

Terri L Wright
City Clerk

APPROVED AS TO FORM:

Lisa Beaton
City Attorney

ADVANCED METER READING SYSTEM EQUIPMENT AND SERVICES CONTRACT

TABLE OF CONTENTS

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ATTACHMENTS:

- A. SCOPE OF SERVICES
- B. PRICING MATRIX
- C. INCREASE LETTER
- D. CONTRACT SCHEDULE
- E. EQUIPMENT WARRANTY
- F. ANNUAL MAINTENANCE AGREEMENT
- G. EXTENDED MAINTENANCE AGREEMENT
- H. SOFTWARE MAINTENANCE AGREEMENT
- I. INSURANCE CERTIFICATIONS AND ENDORSEMENTS
- J. CONTRACT BOND
- K. METER BOX KEY

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of the City's determination that the Supplier's work has been completed in accordance with the Contract.

AMI: Advanced Metering Infrastructure Reading System. For the purpose of these Contract Documents, this refers to the AMI system provided by Sensus Metering Systems, consisting of all FlexNet system components, tower gateway basestation, regional network interface, meter transmitters, installation tools and equipment, licensed software (including Sensus' Analytics), and all other related components.

Available Meter: A City meter connected to a fully functioning meter transmitter (also known as an endpoint or SmartPoint), that is used in calculating the read rate during a Billing Window. An available meter satisfies all of the following criteria:

- a. It is installed in compliance with the procedures and specifications approved by and provided to the City in writing by the Supplier.
- b. It functions properly, is not damaged, and does not fail to transmit meter reading information during a Billing Window.
- c. It is serviced by a TGB, FNP, or other network equipment that has not been subjected to a power failure greater than eight (8) continuous hours during a Billing Window.
- d. Neither it, nor the TGB, FNP, or any other network equipment that serves that meter has been affected by a Force Majeure event.
- e. Interference or jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter transmitter, provided the Supplier is diligently working to effect a cure and provides a weekly status report.
- f. It is installed in a mutually agreed upon coverage area of the City, as defined in the Supplier's propagation study.
- g. It has not been reported by the City under the maintenance service agreement with the Supplier, unless the Parties agree that the reason for the report was resolved before the Billing Window opened or that the meter is functioning normally.
- h. Its functioning or performance has not been adversely affected by a failure of the City to perform its obligations or tasks for which it is responsible, or to properly maintain network equipment owned by the City.

Billing Window: A three-to-four-day period beginning one to two days prior to, and ending two days following, the City's preferred billing day for a particular meter.

Change Documentation: A written document agreed upon by the Supplier and the City, which if it creates a

material change to the Contract terms or Specifications shall be executed as a Change Order.

Change Order: A written change to the Contract modifying, deleting or adding to the terms, conditions, or scope of work, signed by the City with or without notice to the sureties.

Commissioning Period: The period beginning with training and concluding with performance testing and final acceptance.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the City and the Supplier for completion of the Work under the Contract.

Contract Price: The total amount payable by the City to the Supplier for performance of the Work in accordance with the Contract.

Contract Schedule: The schedule for the Supplier's provision of the Equipment and Services, and attached as Attachment D.

Contract Time: The total time for the Supplier to perform the Work as set out in the Contract Schedule.

Day: Calendar day.

City: City of Kennewick, a water-sewer City existing pursuant to Title 57 RCW, as the party contracting with the Supplier to receive the Equipment and Services or the Work under this Contract.

Documentation: Technical publications relating to the use of the software or services to be provided by the Supplier under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Supplier to the City.

Equipment and Implementation Services: The furnishing of materials, equipment, custom software, consulting, design, labor, time, and effort by the Supplier during the installation and initial operation of the supplied AMI system during the contract term.

Ferguson or The Supplier: The corporation contracting with the City to provide the Equipment and Services or perform the Work under this Contract.

Final Acceptance: The date as of when the City acknowledges that the Supplier has performed the Work through installation as defined in Section 2.10 herein.

FlexNet: The AMI system provided by Sensus Metering Systems.

FlexNet Network Portal (FNP): Also referred to as a repeater. A pole-mounted unit with simple store and forward capability that communicates directly to a TGB.

Force Majeure: Means an event that is unforeseeable as of the Effective Date and that is beyond the reasonable control of the Supplier and the City and includes but is not limited to:

- Natural disasters declared by the governor of Washington or President of the United States, including but not limited to earthquakes.
- Acts or omissions of any government entity acting within its governmental capacity.
- Fire or other casualty for which the Supplier or its Subcontractors and/or Suppliers are not responsible.
- Quarantine or epidemic
- Strike or defensive lockout
- Unusually Severe Weather Conditions.

Meter Transmitter: Also referred to as a transmitter unit, an endpoint, or a Sensus SmartPoint. The radio transmitter installed at a given meter location to transmit information from the meter register to the FlexNet system.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the City or the Supplier, as applicable, to manage the project on a daily basis and who may represent the City or the Supplier respectively for Contract administration.

Integration Specialist: Individual designated by Ferguson to work with Sensus, Eden, City of Kennewick and in the future Munis to integrate import/export files to facilitate the population of information into Sensus Analytics as well as provide files to facilitate the transfer of reads into Enhance for the purpose of providing water billing.

Proposal: The Supplier's direct proposal (cover letter dated January 21, 2020) to the City and all submissions by the Supplier and Sensus Metering Systems in response to the City's RFP.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Regional Network Interface (RNI): Equipment and Sensus' Analytics software used to gather, store, and report data collected from meter transmitters and TGBs that are part of the FlexNet system. The Analytics software operates on the RNI.

RFP: Request for Proposals - the solicitation documents (dated December 6, 2019) issued by the City to select the Supplier, including any addenda.

Subcontractors: A subcontractor shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Supplier, or with any Subcontractor of any tier for the performance of any part of the Contract. When the City refers to Subcontractor(s) in the Contract Documents, for the purposes of the Contract Documents and unless otherwise stated herein, the term

"Subcontractor(s)" includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materials men. The Supplier shall identify all Subcontractor's that the Supplier proposes to perform any portion of the Work which shall be subject to the City's prior written approval, such approval to be given in the City's sole discretion.

Specifications: A section of the Contract consisting of written descriptions of Services to be performed, or the Equipment to be provided or the technical requirements to be fulfilled under this Contract and the Contract Documents.

Touch Coupler: An inductive coupler connection from a water meter register to the meter transmitter.

Tower Gateway Basestation (TGB): The hardware, firmware, and software installed at a tower site and used to communicate by radio with meter transmitters and the RNI.

Unread Meter: Any available meter that is not read by the FlexNet system during a Billing Window.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all Equipment, software, hardware and services specified under this Contract, including Change Orders, also referred to as "Equipment and Services." The Supplier's Scope of Services is found at Attachment A.

SECTION 1. STANDARD CONTRACTUAL TERMS AND CONDITIONS

1.1. Contract Administration and Contract Assignment

This Contract is between the City and the Supplier who shall be responsible for providing the Work described herein.

The Supplier represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder, including but not limited to that set forth in the Scope of Services, attached as Attachment A.

The Supplier's performance under this Contract shall be monitored and reviewed by a Project Manager appointed by the City. Reports and data required to be provided by the Supplier shall be delivered to the Project Manager. Questions by the Supplier or its Subcontractors regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Project Manager for response.

The City may purchase any supplemental units pursuant to the Pricing Matrix found in Attachment B. Such additional units will be purchased using purchase orders in accordance with Subsection 2.5.

1.2. Contract Changes

At any time before completion and Final Acceptance of the Work, the City shall have the right to order in writing the omission or addition of Work, or order changes or alterations in the Work required to be performed by the Supplier, and reasonable deductions or increases shall be made in Contract Price for such omissions, additions, changes or alterations in the Work, time for completion or Contract Price; but no such omissions, additions, changes or alterations shall be made by the Supplier, or paid for by the City, unless and until authorized by the City in writing by Change Order. If the Supplier objects to or otherwise disagrees with such Changer Order, the Supplier shall so notify the City's Project Manager in writing within seven (7) days of the date of such modification, submitting with such notification a claim of equitable adjustment. If the Supplier fails to so notify the City as provided herein, such modification shall be final and accepted by the Supplier and shall become part of the Contract between the Parties. The City will ordinarily respond to such claim within ten (10) days, but the City's failure to respond shall be deemed a denial and the Supplier may make a claim pursuant to Section 1.4.

1.3. Taxes, Licenses, and Certificate Requirements

The Supplier agrees to comply with all applicable federal, state and local laws, regulations, ordinances, and orders and to promptly pay when due all taxes and contributions to trust funds. The City may require certificates from federal, state, local or private bodies showing that all obligations are current and not delinquent and, in the event the City is held liable to pay any such taxes or contributions, The Supplier agrees to supply the City with all records necessary to compute the same and to fully reimburse the City upon demand for the amount (including penalties and interest) paid by the City, and the City shall have the right to offset any amount so paid against any sums due the Supplier hereunder.

1.4. Termination for Default or Convenience

A. Termination for Default

1. The City may terminate, without prejudice to any right or remedy of the City, the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
 - a. The Supplier fails to prosecute the Work or any portion thereof with sufficient diligence to ensure completion of the Work within applicable Contract milestones as set forth in Attachment C
 - b. The Supplier fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Final Acceptance of the Work in a timely manner.
 - c. The Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency.
 - d. The Supplier fails in a material way to repair, replace, or correct work not in conformance with the contract.
 - e. The Supplier repeatedly fails to supply skilled workers, or proper services, materials or equipment.
 - f. The Supplier repeatedly fails to make prompt payment to its employees or subcontractors.
 - g. The Supplier materially disregards or fails to comply with laws, ordinances, rules, regulations, permits, easements, or orders of any public authority having jurisdiction.
 - h. The Supplier fails to comply with all safety requirements.
 - i. The Supplier is otherwise in material breach of any provision of the Contract.
2. If the City reasonably believes that one of the aforementioned events has occurred, the City will provide the Supplier with written notice of its "Intent to Terminate" the Contract for default, specifying within such notice the ground(s) for such termination. The City, at its option, shall require the Supplier, at the Supplier's sole expense, to either, within five (5) days of the date of notice of default (a) correct the deficiencies noted in the City's "Intent to Terminate"; or (b) provide the City with a corrective action plan as to how such deficiencies will be remedied or cured in a timely fashion. However, if after receipt of the proposed remedy, the City concludes that the Supplier has (a) failed or is unwilling to repair, replace or correct the deficiencies, or (b) failed or is unwilling to provide a reasonable and satisfactory corrective action plan, the City shall thereafter have the right to terminate this Contract for default. The Supplier shall receive written notice of the termination.
3. Upon termination, the City may finish the Work by whatever reasonable method it deems expedient.
4. The Supplier shall be liable for all reasonable, direct, out-of-pocket costs, incurred by the City in completing and/or correcting the Work.

5. In the event of Termination for Default, the City shall only pay the Supplier for the Work successfully completed and accepted by the City prior to the date of termination. The City shall not be responsible for any other the Supplier costs, expenses, or damages including any consequential, special, or incidental damages or lost profits associated with the Contract. In no event shall the City reimburse the Supplier for any costs directly or indirectly related to the cause of this Termination for Default.
6. If, after Termination for Default, it is determined that the Supplier was not in default, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the City.

B. Termination for Convenience

1. Upon written notice the City may terminate the Work, or any part of it, without prejudice to any right or remedy of the City, for the convenience of the City. Notwithstanding the forgoing to the contrary, City may not cancel, change, or modify a special order or nonstock product without the written consent of Supplier and payment by the City of all applicable cancellation or re-stocking fees.
2. If the City terminates the Work or any portion thereof for convenience, the Supplier may make a request for adjustment for:
 - a. Reasonable direct costs for all Work completed prior to the effective date of the termination and not previously paid for by the City; the Supplier shall not be entitled to any other costs or damages; provided, in no event shall the total sum payable upon termination exceed the total Contract Price stated in Subsection 2.1, as reduced by prior payments.

C. The Supplier's Obligations During Termination

Unless the City directs otherwise, after receipt of a written notice of Termination for Default or Termination for Convenience, the Supplier shall promptly:

1. Stop performing Work on the date as specified in the notice of termination.
2. Place no further orders for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work not terminated.
3. Cancel all orders upon terms acceptable to the City, to the extent that they relate to the performance of Work terminated
4. Assign as specifically requested by the City all of the rights, title, and interest of the Supplier in all orders.

1.5. Laws and Venue

In the event that either Party shall bring a lawsuit or action related to or arising out of this Contract, such lawsuit or action shall be brought in the Superior Court, Benton County, Washington. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

1.6. Independent Status of the Supplier

In the performance of this Contract, the Parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The Parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. The Supplier shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW against the City.

1.7. Non-disclosure of Data

Data provided by the City either before or after the Effective Date of the Contract shall only be used for its intended purpose. The Supplier and Subcontractors shall not utilize nor distribute the City data in any form without the prior express written approval of the City.

1.8. Non-disclosure Obligation

While performing the Work under this Contract, the Supplier may encounter personal information, licensed technology, software, documentation, drawings, schematics, manuals, data and other materials described as "Confidential," "Proprietary," or "Business Secret." The Supplier shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Supplier with respect to confidential information which the Supplier can establish that: (i) was in the possession of, or was rightfully known by the Supplier without an obligation to maintain its confidentiality prior to receipt from the City or a third party; (ii) is or becomes generally known to the public without violation of this Contract; (iii) is obtained by the Supplier in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, (iv) is independently developed by the Supplier without the participation of individuals who have had access to the City's or the third party's confidential information. If the Supplier is required by law to disclose confidential information, the Supplier shall notify the City of such requirement at least ten (10) days prior to disclosure.

1.9. Public Disclosure Requests

The Contract Documents shall be considered public documents and, with exceptions provided under public disclosure laws, shall be available for inspection and copying by the public.

If the Supplier considers any portion of the Work, including software, data and related materials, delivered to the City to be protected under the law, the Supplier shall clearly identify each such item with words such as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET." If a request is made for disclosure of

such item, the City shall determine whether the material should be made available under the law. If the material or parts thereof are determined by the City to be exempt from public disclosure, the City shall not release the exempted documents. If the material is not exempt from public disclosure law, or the City is not in the position to make such a determination, the City shall notify the Supplier of the request and allow the Supplier ten (10) days to take whatever action it deems necessary to protect its interests. If the Supplier fails or neglects to take such action within said period, the City shall release the item(s) at issue. By signing this Contract, the Supplier agrees to the procedure outlined in this Subsection and shall have no claim against the City on account of actions taken under such procedure.

1.10. No Prototype Components

All equipment and materials furnished under this Contract shall be in production and be used by customers comparable to the City at the time of the Contract Effective Date. Test or prototype items shall be clearly identified as such and shall be subject to rejection by the City. A sufficient inventory of Equipment shall be available to meet delivery requirements.

1.11. Changed Requirements

New Federal, State and City laws, regulations, ordinances, policies and administrative practices may be established after the Effective Date of this Contract and may apply to this Contract. To achieve compliance with changing requirements, the Supplier agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. If the Supplier believes such changes entitle it to a change in Contract Price or Contract Time, it shall submit a Change Order request to the City in compliance with Subsection 1.2 Contract Changes.

1.12. Assignment

Supplier Non assignment. The Supplier shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the City, the granting of said consent being in the City's sole discretion.

1.13. Indemnification and Hold Harmless

A. Supplier's Obligations

1. The Supplier shall indemnify and hold harmless the City, its elected and appointed officials, officers, employees and agents from and against all third-party claims, damages, losses and expenses, including costs of defense as defined herein, arising out of or resulting from the performance of the Work, and shall, after reasonable notice, defend and pay the expense of defending any suit, and will pay any judgment, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Supplier, any subcontractor, anyone directly or indirectly employed or retained by any of them or anyone for whose acts any of them may be liable.

2. In any and all claims against the City or any of its officers, agents or employees by any employee of the Supplier, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this article shall not be limited in any way by benefits payable by or for the Supplier or any subcontractor under Workmen's compensation acts, disability benefit acts or other employee benefit acts.
3. 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 Supplier and the City, its members, officers, employees and agents, the Supplier's liability hereunder shall be only to the extent of the Supplier's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Supplier'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.

1.14. Disputes, Claims and Appeals

The Supplier shall address questions or claims (other than a request for equitable adjustment) regarding the Contract in writing to the Project Manager, within ten (10) days of the date in which the Supplier knows or should know of the question or claim (including any denial of request for equitable adjustment). No claim by the Supplier shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) days before the Supplier gives written notice, as required in this section. The Project Manager shall ordinarily respond to the Supplier in writing with a decision, but absent such written response, the questions or claim shall be deemed denied upon the tenth (10th) day following receipt by the project Manager. Discussion between the Supplier and City after the time period for notification of claim has expired shall not waive the ten (10) day requirement in this Subsection.

Pending final decision of a dispute hereunder, the Supplier shall proceed diligently with the performance of the Contract and in accordance with the direction of the Project Manager. Complying with the procedures set forth herein are a prerequisite to filing any lawsuit by the Supplier against the City. Failure to comply precisely with the time deadlines under this Subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the City.

1.15. Severability

Should any provision of this Contract now or at any time during the term hereof be in conflict with any federal, state or municipal law, regulation or the like, or any applicable judicial decision, then such provision shall continue in full effect only to the extent permitted. In the event any provision of this Contract is thus held in operative, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

1.16. Nonwaiver of Breach

A waiver by the City of any breach or violation by Supplier of any provision of the Contract shall not constitute a waiver of any further or additional breach of such provision or of any other provision. No provision of this Contract may be waived by Supplier except with written notice to the City. This Contract may only be amended by a Change Order signed by both Parties.

1.17. Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the City under this Contract unless no practicable alternative for the asbestos-containing product exists, and the Supplier obtains the written consent of the City. The Supplier shall notify the City in writing at least sixty (60) days before it plans to supply the City with an asbestos-containing product. The City shall respond to such notification within thirty (30) days of receipt. The Supplier shall comply with applicable state, federal and local labeling the other laws, regulations and ordinances pertaining to asbestos-containing products, including but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

1.18. Patents, Royalties and AMI Supplier's Infringement Indemnity

The Supplier is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, the Supplier shall, if requested by the City, furnish acceptable proof of a proper release from all such fees or claims.

Supplier's Infringement Indemnity. Unless the materials were produced based upon City's specifications, Supplier shall indemnify and hold the City harmless from and against any and all third-party suits, actions, losses, damages, claims or liability of any type of character, type or description, including, but not limited to, all expenses of litigation, court costs and attorneys' fees, based upon any claim of infringement of any patent or other license or intellectual property right (whether by way of trademark or otherwise) resulting directly or indirectly from the manufacture, sale, supply or importation of the parts and components or their use in a waste water treatment plant. Supplier agrees to notify the City as soon as reasonably possible of any material matters with respect to which the foregoing indemnity is likely to apply and of which the Supplier has actual knowledge. If notified in writing of any action or claim for which the Supplier may be liable to provide indemnity, the Supplier shall, without limitation, defend (subject to reasonable consultation with the City) such action or claim at Supplier's expense and pay the cost and damages and attorneys' fees awarded against the City in such action or claim; provided, however, that the Supplier shall have the reasonable right to control the defense and settlement of all such actions or claims, which settlement shall be subject to the consent of the City if applicable, not to be unreasonably withheld. Indemnification pursuant to this provision shall not be predicated on the City having made payment on any such claim. The obligations of this Subsection 1.18 shall survive Contract completion or termination and/or assignment of this Contract.

Supplier grants the City a royalty-free irrevocable non-exclusive license to use the technologies provided and contained in the materials furnished for the relevant Advanced Metering Reading System project.

1.19. Design Defects and Liquidated Damages

- A. The City shall declare a design defect in the event that twenty percent (20%) of the items purchased under this Contract fail for the same failure. The City shall notify the Supplier of the defect in writing; the Supplier shall provide a modification, redesign or a plan to correct the defect within thirty (30) days of receipt of the notification.

The warranty period and terms for corrected items shall be the same as for the initial items purchased under this Contract and shall begin on the correction of the defect as determined by the City.

- B. Notwithstanding any other remedies allowed under this Contract, the Parties agree that time is of the essence on each and every portion of the Contract. In the Contract, fixed milestone dates are established for the performance of the Contract. Should the Supplier fail to meet the milestone dates established in the Contract Schedule, including any extension of time authorized by Change Order, it is mutually understood and agreed by and between the Supplier and the City that the City may assess Liquidated Damages (“LDs”) for such delays to the Contract Schedule, fixed and agreed, but not as a penalty, PROVIDED HOWEVER, LDs shall not be charged when the failure to meet specified milestones is due to a Force Majeure delay or when the City causes the delay. It is further understood and agreed that the LDs set forth below may be offset against progress payments to the Supplier. In the event the remaining balance due to the Supplier is insufficient to cover the full amount of assessed LDs, upon demand the Supplier shall pay the difference to the City:

Condition	Liquidated Damages
Failure to Comply with Phase 1 project completion by end of October 2022 (Munis implementation)	\$250 for each day that expires after October 31, 2022.

1.20. Patents, Copyrights and Rights in Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the City excluding improvements to Supplier’s own previously patented and copyrighted items, which shall and do remain the sole and exclusive property of the Supplier. The City in its sole discretion shall determine whether it is in the public’s interest to release or make available any patent or copyright.

The Supplier agrees that the City shall own any plans, drawing, designs, scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other Work submitted, or which is specified to be delivered under this Contract, whether or not complete (referred to in this Subsection as “Subject Data”).

Notwithstanding the above, nothing in this Contract transfers any right, title or interest in or to any previously patented or copyrighted items of the Supplier to the City or any other party.

All such Subject Data furnished by the Supplier pursuant to this Contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page, (or in such case of maps, in the name block), as may be requested by the City. The Supplier shall also place its endorsement on all Supplier-furnished Subject Data. All such identification details shall be subject to approval by the City prior to printing.

The Supplier shall ensure that the substance of foregoing Subsections is included in each subcontract for the Work under this Contract.

1.21. Bankruptcy

In the event the Supplier shall, at any time when this Contract is in effect, be adjudicated bankrupt, make an assignment for the benefit of creditors, commit any act of insolvency, or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Contract or of insolvency, or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Contract, or required by this Contract to be paid, and/or in the event of Supplier's failure to perform promptly each and every obligation required hereunder, the City, upon mailing a written notice to Supplier, may take over the Work or any separable part thereof, and complete the same, or have same completed at Supplier's expense, and in taking over City shall have the right, for the purpose of completing the Work hereunder, to take possession of all drawings belonging to Supplier, and for such purpose this Contract shall be construed as an assignment by Supplier to City of said drawings. Such taking over shall not constitute or be construed as a waiver by City of any action, claim or demand City may have against Supplier by reason of injury or damage resulting to City because of Supplier's failure of performance hereunder. It is agreed that in the event of such taking over by City, Supplier shall pay to City a sum equal to City's total cost of completing the Work, plus a sum of reasonable attorney's fees in taking over and completing the Work. In no event shall any delay in performance hereunder by Supplier be excused unless (and then to the extent only) such delay is excused by the City in respect to Supplier's obligations under its Contract.

1.22. Contract and Performance Bond

The Supplier shall provide an executed Contract Bond for the amount of the sum of the prices for Items listed in the Pricing Matrix Summary inclusive in Attachment B (Pricing Matrix). The bond shall:

- A. Be on the City-supplied form set forth in Attachment J
- B. Be signed by an approved Surety (or Sureties) that:
 - 1. Is registered with the Washington State Insurance Commissioner, and
 - 2. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner
- C. Be conditioned upon the faithful performance of the Contract by the Supplier within the prescribed time
- D. Guarantee that the Surety shall indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure:
 - 1. Of the Supplier (or any employees, subcontractors, or lower tier subcontractors of the Supplier) to faithfully perform the Contract, or
 - 2. Of the Supplier (or any employees, subcontractors, or lower tier subcontractors of the Supplier) to pay all laborers, mechanics, subcontractors, lower tier subcontractors,

materials person, or any person who provide supplies or provisions for carrying out the Work.

- E. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and,
- F. Be signed by an officer of the Supplier empowered to sign official statements (sole proprietor or partner). If the Supplier is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of individual signing the bond to bind the corporation (i.e., a corporate resolution, power of attorney, or a letter to such effect by the president or vice-president).

1.23 Audits

The Supplier, including its Subcontractors, shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work under the Contract in accordance with generally accepted accounting principles and practices consistently applied. The City or any of its duly authorized representatives, shall, at Supplier's relevant branch location at a mutually agreed upon date and time, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence which are directly related to this Agreement only, for inspection, audit and copying for a period of three (3) years after completion of this Contract or such longer period as required by applicable law. The City shall also have access to such books, records and documents during the performance of this Contract if deemed necessary by the City to verify Supplier Work and invoices, to assist in negotiations for amendments to the Contract, and to resolve claims and disputes.

SECTION 2. ADDITIONAL CONTRACT TERMS AND CONDITIONS

2.1. Execution of the Contract and Total Price

- A. The documents constituting the Contract between the City and the Supplier are intended to be complementary so that what is required by anyone of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence as listed on the Contract Form. The date the Contract Form is countersigned by the City is the Contract Effective Date. No other act of the City shall constitute Contract award. After Contract award, the City shall issue a "Notice to Proceed" detailing the Work to be performed. Purchase of Equipment shall be by Purchase Order per Section 2.5. The Contract Price shall not be adjusted unless authorized by a Change Order in accordance with Subsection 1.2 Contract Changes.
- B. City Equipment and City Services may be purchased at the City's option based on the unit prices set forth in Attachment B.
- C. The Contract may be executed in two counterparts, each of which shall be deemed an original and which shall together constitute one Contract.

- D. Cooperative purchase by other governmental or municipal agencies shall only be allowed in compliance with RCW 39.34 and the execution of an Intergovernmental Cooperative Purchasing Agreement as appropriate.
- E. Wages of Employees. This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workpersons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates which are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Benton County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City located at 210 W. 6th St, Kennewick, WA 99336. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. If requested by the City, the Contractor shall provide certified payroll records for its employees and the employees of its subcontractors. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

2.2. Contract Term and Notice to Proceed

- A. The term of this Contract shall commence on the Effective Date of the Contract and, unless terminated earlier, shall terminate at the City's discretion pursuant to the provisions of Subsection 1.4.
- B. Notice(s) to Proceed shall be issued referencing this Contract. Notices to Proceed shall define and authorize the Work by the Supplier based on the Work contained in Attachment A. The Notice(s) to Proceed issued by the City may confirm duly executed Change Orders to the Contract terms, funding or other matters subject to Subsection 1.2, Contract Changes. The Supplier shall commence the Work upon receipt of the Notice to Proceed and shall diligently prosecute the same in conformity with the Contract Schedule, which the City may change from time to time for any reason.

2.3. Schedule

The attached Contract Schedule (Attachment D) is an estimate. Contractual Schedule will be submitted at time of Notice to Proceed. Notice to Proceed shall be issued at the time of infrastructure equipment delivery to the City.

2.4. Notices

All notices or Documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses first set forth below.

For Project Management related notices or Documentation:

City of Kennewick	Ferguson Enterprises, LLC
Jeremy Lustig, Project Manager 210 W 6 th Ave Kennewick, WA 99336-0108 Phone: (509)585-4413 Email: jeremy.lustig@ci.kennewick.wa.us	Tammy Rogers, Project Manager 9129 N Tyndall Ave Portland, OR 97217 Phone: (503) 209-4902 Email: tammy.rogers@ferguson.com

2.5. Invoices

- A. The Contract Schedule that identifies the major milestones in the Work is attached hereto as Attachment D and incorporated herein by this reference.
- B. Attachment D is the Contract Schedule that identifies the major implementation Services milestones. Within thirty (30) days of the Notice to Proceed for this Contract the Supplier shall submit to the City a more detailed schedule of values that accurately defines the Work (or deliverables) performed for each month and a refined value of such Work. The final schedule of values shall substantially conform to the preliminary schedule attached as Attachment D and shall be subject to the Project Manager's approval prior to implementation. Such approval shall not be unreasonably withheld. The revised and approved Schedule of Values shall include line items, which reflect the values associated with the major components of the AMI system in such detail to allow the Project Manager to monitor and track monthly progress and percentage completion of the Work to ensure timely progress and approval of progress payments.
- C. The Supplier shall pay each Subcontractor according to the terms agreed to between the supplier and each of its subcontractors. The Supplier shall pay any and all bills when due for all charges in connection with the Work. Failure to comply with the provisions of this paragraph shall constitute a default under this Contract. At any time, the City may request as a condition precedent to payment under this Subsection 2.5, lien releases from Supplier in a form acceptable to the City.
- D. Monthly progress payments are subject to and conditioned on the successful, timely completion of the installs as set forth in Attachment D. Monthly progress payments will be made against the allocated funds for each milestone as invoiced and approved by the Project Manager. Pay Apps will be submitted to the City on the first of each month.

Following the request by purchase order for Equipment and the delivery of the same, the Supplier shall invoice the City. The City will make payments according to the contract based on actual equipment purchased and delivered as set forth in Attachment B. The quantities provided for each month are estimated annual requirements. The City will place orders as

needed in lots per month or as determined by the City. The City does not guarantee the quantities estimated for each item; nor does the City limit itself to the estimated quantities.

E. General Condition

Before any payment can be made, the Supplier must submit a completed W-9 form to the City.

2.6. Pricing

Prices for Equipment and Services furnished under this Contract shall remain firm through December 31, 2024.

Prices for future (i.e., beyond December 31, 2024) purchases of Equipment, including new equipment needed to extend AMI system service to new City customers or an expanded City service area, as well as replacement products (including those replacement purchases to which pro-rated warranty coverage applies), will be based on the lesser of the following:

1. Published list price of the equipment in effect for the year of purchase; or,
2. Contract prices shown in this cost proposal, with inflation applied as calculated according to the published Producers Price Index (PPI) as reported by the U.S. Bureau of Labor Statistics based on relevant products.

2.7. Shipping Charges

All prices shall include freight FOB to the delivery point(s) designated by the City. The City shall reject requests for additional compensation for freight charges.

2.8. Direct Costs Related to Additional Work

All direct costs for additional work, if any, performed by the Supplier at the City's request, and included in a Change Order, shall be billed at cost and in accordance with subparagraph 2.6 above.

The Supplier's costs for travel, lodging, meal expenses, equipment, materials and supplies, equipment rental and all other costs related to the Work are included in the Total Price (section 2.1A) and will NOT be billed separately to the City. The Supplier or Sensus Metering Systems' costs for travel, lodging, meal expenses, equipment, materials and supplies, equipment rental and all other costs related to additional work will be billed to City at the applicable GSA travel per diem rates to Richland/Pasco, Washington.

2.9. Acceptance Process

The City may give iterative acceptances as the Work is accomplished either by phase or milestone, as

described in Attachment A. The Supplier shall give the City “notice of completion” of Work related to a specific milestone following the Supplier’s completion of all such Work associated with the Milestone or phase.

A. Acceptance Process

Upon completion of the milestone deliverables the Supplier shall notify the City in writing (e-mail to address identified in section 2.4 preferred) and the Acceptance process will commence. Acceptance shall be based on conformance with the milestone guidelines. After notice by Supplier of completion of the milestone, City will issue a written notice of milestone Acceptance or provide Supplier with a notification of rejection, which will include documentation of the specific grounds for rejection, outlining items not in compliance with the deliverable guidelines. Acceptance shall not be unreasonably withheld.

B. Correction of Deficiencies Process

If a deliverable is rejected, the Supplier will have a commercially practicable time to correct items documented in the City’s notification of rejection. Following the delivery of Suppliers’ notice that the Work has been corrected, the City will issue a written notice of Acceptance or provide Supplier with a notification of rejection, which will include documentation of the specific grounds for the

rejection, outlining Work not in compliance with the milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the milestone after Suppliers’ second attempt to correct the Work and no agreed resolution is reached between the City’s Project Manager and the Supplier’s Project Manager, the City will determine the appropriate corrective actions.

2.10. Final Acceptance Process

The City shall begin the Final Acceptance process in accordance with the Contract as follows:

- A. Final Acceptance shall be based on successful completion of the Scope of Services, as described in Attachment A.
- B. If the City Accepts the Work, the City will send a notice of Final Acceptance to the Supplier indicating the successful completion of the performance testing described in the Scope of Work, Attachment A.
- C. If the City determines that the Work is not acceptable, the City shall notify the Supplier in writing, describing the deficiencies.
- D. The Supplier shall either provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period with no charge to the City. The Parties shall mutually agree on a start date for beginning another Performance

test as described in Attachment A, Scope of Work.

- E. If the City Accepts the Work following a second or subsequent Performance Test the City will send a notice of Final Acceptance to the Supplier.
- F. If the Supplier does not correct or replace the unacceptable Work the City may declare a breach of contract.
- G. Final Acceptance shall not be unreasonably withheld.

2.11. Warranty Provisions

- A. Warranty Applicable to Third Party Suppliers, AMI Manufacturer, Distributors and Subcontractors. The full manufacturer's warranty and service obligations, if any, shall be for the benefit of the City. With respect to the underlying products, the City's sole and exclusive warranty is that provided by the products' manufacturer. The Supplier shall cooperate with the City in facilitating warranty related work by such suppliers, AMI manufacturer, distributors, and Subcontractors. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THE UNDERLYING PRODUCTS PROVIDED.

2.12. Express Warranties for Implementation Services

- A. The Supplier warrants that the Implementation Services shall in all material respects conform to the requirements of this Contract.
- B. The Supplier warrants that qualified, professional personnel with in-depth knowledge shall perform the Implementation Services in a timely and professional manner, and that the Implementation Services shall conform to the standards generally observed in the industry for similar Implementation Services.
- C. The Supplier warrants that the Implementation Services shall be in compliance with all applicable laws, rules and regulations.

2.13. Equipment Warranty

For the specific terms of the Equipment Warranty, see Attachment E incorporated herein as if fully set forth. Sensus AMI System Performance Warranty, see Attachment F incorporated herein as fully set forth

In addition, the Annual Maintenance FlexNet Infrastructure Extended Warranty Agreement between the City

and the Supplier is provided in Attachment G. Software as a Service (SaaS) Agreement in attachment H.

2.14. Defective Work

Prior to Final Acceptance, when and as often as the City determines that the Work furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Supplier. Within seven (7) days of receiving such written notification, the Supplier shall supply the City with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The City may reject or accept this plan at its reasonable discretion. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the City by law or equity, including those available under the Uniform Commercial Code, Title 62A RCW.

SECTION 3. INSURANCE REQUIREMENTS

3.1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Supplier shall file with the City evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the City received notice at least forty-five (45) days prior to the effective date of any cancellation in the policy.
- B. Failure to provide such insurance in a timeframe acceptable to the City shall enable the City to suspend or terminate the Supplier's Work hereunder in accordance with Contract provision regarding "Termination for Convenience/Default." Suspension or termination of this Contract shall not relieve the Supplier from its insurance obligations hereunder.

3.2. Insurance Requirements

Description

The Supplier shall not commence any work until it has obtained, at its own expense, all insurance including the required insurance. Supplier shall include all costs for insurance in the Pricing Matrix (see Attachment B). The Supplier shall take out, pay for and maintain throughout the duration of and specifically for the work the insurance as specified in the following section.

- A. The Supplier shall obtain and keep in force during the term of the contract, Commercial General Liability insurance policies and any and all other insurance, including those required herein, that will fully protect the City from any and all losses, costs and damages caused in whole or in part by the Supplier. Such insurance shall be with insurance companies which have an A.M. Best's rating of "A VII" or better, and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW.
- B. Providing of coverages in the stated amounts shall not be construed to relieve the Supplier from liability in excess of such limits.
- C. Prior to the execution of the Contract, the Supplier shall purchase a Commercial General Liability insurance policy meeting the requirements set forth herein. The Supplier shall file with the City at the time of execution of the Contract Agreement, a Certificate of Insurance evidencing and confirming that all required insurance coverages have been obtained and are in force. The certificate shall be accompanied by such policy endorsements as are necessary to comply with the requirements set forth herein, including but not limited to Additional Insured endorsement forms CG 2010 12 19 and CG 2037 12 19, set forth in Attachment F which are necessary to cover both on-going and completed operations. Failure of the Supplier to fully comply with the requirements regarding insurance will be considered a material breach of Contract and shall be cause for immediate termination of the Contract and of any and all City obligations, regarding same.

- D. The Supplier shall not begin work under the Contract or under any special condition until all insurance required by law and the Contract has been obtained and is in effect. Said insurance shall provide coverage to the Supplier, subcontractors and City. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damages which may be caused in whole or in part by any act or omission of the Supplier, the Supplier's subcontractors, or by anyone directly or indirectly employed or retained by either of them, to do all or any part of the work.
- E. In the event the Supplier is required to make corrections on the premises after the project has been inspected and accepted, it shall obtain at its own expense, and prior to commencement of any corrective work, such insurance coverage as is required herein above for such periods when corrective operations are being performed.
- F. The insurance policies shall specifically name the City, its elected and appointed officers, officials, employees, volunteers, as Insured with regards to damages and defense of claims caused in whole or in part by: (a) activities performed by or on behalf of the Supplier; (b) products and completed operation of the Supplier, and (c) premises owned, leased, or used by the Supplier. The insurance shall be maintained in full force and effect at the Supplier's expense throughout the term of the contract.
- G. The commercial general liability and property damage insurance shall include coverage to protect the Supplier from contingent liability, which may be caused from operations of their subcontractors. Also, the Supplier shall secure certificates of insurance as evidence that each subcontractor carries insurance to provide coverage under this Contract for the same limits as is required by the Supplier. The Supplier shall submit copies of its subcontractor insurance certificates to the City and the Engineer as evidence of insurance coverage.
- H. The City shall be given at least 45 days prior written notice of cancellation of coverage. Such notice to shall be by "certified mail"
- I. The coverages provided by the Supplier's insurance policies shall be primary to any insurance maintained by the City, except as respects losses attributable to the sole negligence of the City. Any insurance that might cover this Contract which are maintained by the City shall be in excess of the Suppliers insurance and shall not contribute with it.
- J. The Supplier's insurance policies shall protect each Insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one Insured shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other insured.
- K. The General Aggregate provision of the Supplier's insurance policies shall be amended to show that the General Aggregate Limit of the policies apply separately to this project.
- L. In addition, the Supplier shall have its Insurance Agent/Representative complete the Insurance Coverage Questionnaire contained in the proposal and attach it to the Certificate of Insurance for City's approval.
- M. The Supplier shall maintain Workers' compensation Insurance and/or Longshore and Harbor Workers Insurance as required by State or Federal statue, for all of their employees to be engaged in work on the Project under this contract and in case any such work is sublet, the

Supplier shall require the subcontractor similarly to provide Workers' Compensation Insurance and/or Longshore and Harbor Workers' Insurance for all of the latter's employees engaged in such work. The Supplier's Labor & Industries account number shall be noted on the Certificate of Insurance.

- N. Workmen's Occupational Disease Insurance shall be taken out covering all persons whom the Supplier may employ in carrying out the work contemplated under this Contract.
- O. In the event any class of employees engaged in the work under this Contract is not covered under Worker's Compensation insurance or Longshore and Harbor Workers' Insurance as required by State and Federal statute, the Supplier shall maintain and cause each subcontractor to maintain Employer's Liability Insurance for limits of at least \$1,000,000 each employee for disease or accident and shall furnish the City with satisfactory evidence of such.
- P. The Supplier shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of the City's or engineer's personnel in conducting construction review of the Supplier's performance is not intended to include review of the adequacy of the Supplier's work methods, equipment, bracing scaffolding, or trenching, or safety measures in, on, or near the construction site. The Supplier shall provide safe access for the City and its inspectors to adequately inspect quality of work and the conformance with project specifications.
- Q. The Supplier shall be solely and completely responsible to perform all work and furnish all material in strict compliance with all applicable State, City, County and Federal laws, regulations, ordinances, orders, and codes. The Supplier's attention is directed to the requirements of the Washington Industrial Safety and Health Act, WISHA, RCW 49.17.

The City will not pay any progress payments until the Supplier has fully complied with this section. This remedy is not exclusive, and the City may take such other action as is available under other provisions of this contract, or otherwise in law.

- R. The Contractual coverage of the Supplier's policy shall be sufficiently broad enough to insure the provisions of the Hold Harmless Agreement of this contract (see Section 1.13).

Types and Limits of Insurance Required

- 1. Commercial General Liability
 - \$2,000,000 each occurrence Bodily Injury and Property Damage
 - \$2,000,000 General Aggregate
 - Employees and Volunteers as Additional Insured for both on-going and completed operations.
 - Premises and operations
 - Broad form property damage including underground, explosion and collapse hazards (XCU)
 - Products completed operations (through guaranty period)
 - Blanket contractual
 - Subcontractors
 - Personal Injury with employee exclusion deleted.
 - Employers' liability (Stop gap)
- 2. Automobile Liability
 - \$2,000,000 per accident Bodily Injury and Property Liability covering:

- o Any owned automobile
 - o Hired automobiles.
 - o Non-owned automobile
3. Umbrella Liability
- \$2,000,000 per occurrence
 - \$2,000,000 aggregate

As an alternative to the above indicated Commercial General Liability and Umbrella Liability insurance policies the Supplier may provide the City with a City and Supplier Protective Policy with a limit of coverage of \$5,000,000.

SECTION 4. SPECIFICATIONS

Information contained within the Supplier's Proposal, taken together with the information contained in the Contract Documents, constitute the specifications.

SECTION 5. ADD/DEDUCT PRICING

At the City's option, it may add or deduct equipment at the prices set forth in Attachment B to this Contract. At the City's sole discretion, it may purchase additional AMI units and/or AMI components at the prices set forth in Attachment B to this Contract.

ATTACHMENT A
SCOPE OF SERVICES

Background

Incorporated into this Contract by reference is the following document, which the Supplier submitted in response to the City's request for proposals (RFP, dated December 6, 2019) and which provides detailed information related to the equipment and services to be furnished by the Supplier under this Contract:

"Proposal for an Advanced Metering Infrastructure System for City of Kennewick (Project No. 1822), cover letter dated January 21, 2020". Throughout this Scope of Services, this document will be referred to as the "Proposal".

Where this Contract Scope of Services differs from information presented in the Proposal and the RFP, this Contract shall take precedence.

This project will be installed in two (2) phases with a 10-month break for the City to implement a new Utility Billing Software.

Phase one is projected to start October 1, 2021, and finish October 1, 2022. Based off of a Meter Box Survey performed by the City, 2445 meters will be retrofitted with a Smartpoint (radio). 9,371 meters ranging from ¾"-2" will be replaced. In addition, 328 full meter boxes will be replaced, 7,481 lids will be replaced, and 5,411 lids will be drilled to accommodate the new Smartpoints.

Phase two is projected to start July 1, 2023, and will include approximately 8,142 meters. Total quantity, installation scope and cost will be determined after the completion of a Meter Box survey.

Summary of Work

This project includes work and equipment required to implement an Advanced Metering Reading (AMI) System, as set forth in detail in the Proposal. This includes the following components:

- 1) Furnish and install FlexNet AMI system, provided by Sensus Metering Systems.
- 2) Furnish and install Tower Gateway BaseStation (TGBs).
- 3) Furnish and install the backhaul communication system capable of transferring data from the TGBs to the RNI.
- 4) Furnish and install data hosting capabilities. See Attachment H- Software Maintenance Program
- 5) Obtain all Federal, State, and local permits required for installation and operation of the system.
- 6) Provide technical and installation support to the City during deployment.
- 7) Provide training sufficient to enable City personnel to operate and maintain the system.
- 8) Enter into an annual maintenance agreement for the ongoing maintenance of the system. See Attachment

The Supplier will provide backup documentation of work products as appropriate to adequately record the Supplier's work, including assumptions made, regulation interpretations, methodology used, calculations, rationale supporting recommendations, and meeting or conversation records. Standards for the design deliverables will be as determined by the City.

General Responsibilities

The Supplier shall

1. Provide a project manager to coordinate all Sensus FlexNet installation activities with the City and be the main contact point between the Supplier and the City during system deployment. The project manager will also coordinate all installation activities with the Sensus field engineers and contract installation crews hired by the Supplier to install equipment that is the responsibility of the Supplier.
2. Conduct a propagation study to confirm the locations best suited for installation of the TGBs, and to ensure proper communications between the meter transmitters and the RNI.
3. Install the TGB equipment and run all data and power cables between the antennae and the TGBs.
4. Provide access to RNI Launch Pad in the cloud. Provide training to operate the software and manage the RNI to identified personnel at the City's location.
5. Furnish the communications link between the RNI and the TGBs.
6. Test the RNI and verify proper network connectivity to access the TGBs.
7. Set up the software application to export billing data from Analytics to a file that can be imported to the City's billing system.

The City shall:

1. Provide a main point of contact and contact information for project management activities to work with the Supplier project manager to help facilitate timely installation of the FlexNet system.
2. Pay monthly fees associated with the network access for all sites where network access is needed.
3. Allow a minimum of thirty (30) to forty-five (45) days from the time the TGBs, RNI, and sufficient meter transmitters have been operational before requiring that data be used for billing purposes.

TGB Site Responsibilities

The TGB configuration for this project is outdoor TGB units at four (4) locations selected through the Propagation Study. Units will be placed at City Hall, Kansas 4Mil tank, Oly Reservoir and 54th, and Thompson Hill Reservoir.

The Supplier shall:

1. Provide the TGBs and antennas sufficient to receive meter data and provide the meter data to the RNI.
2. Provide the following ancillary site work:
 - a. Install TGB cabinets at {SENSUS and CITY to discuss details of where/how units to be installed}.
 - b. Provide electrical power by {TBD}.
 - c. Contract a private locator to locate underground utilities not located by One-Call.
3. Make all data and power terminal, and antenna connections at the TGB cabinets. This includes the connection to the power source, and connection to the data line from the network access point.
4. Provide all bracketing needed to mount the antennas to the top of wood poles and existing tower structures.

5. Mount TGB cabinets per item 1 above.
6. Provide all strapping hardware needed to run the data and power cables from the base of the TGB sites to the antennas.
7. Connect to a ground field to properly ground the TGB and antenna equipment.

The City shall:

1. Provide an area at each TGB site for installation of the TGB cabinet.
2. Provide padlocks at TGB locations for security purposes.
3. Provide a 240 VAC power source at each TGB site from which the Supplier shall convey power to the TGB.
4. Apply for, pay for, and obtain any needed work permits.

Meters, Meter Registers, Meter Transmitters, and Field Installation Responsibilities

The Supplier shall:

1. Purchase replacement meters and meter registers from Badger Meter, at costs to be negotiated between the City and Badger Meter.
2. Furnish meter transmitters as described in the Proposal, and per the purchase orders of the City.
3. Install replacement meters, replacement meter registers, and meter transmitters. Installation services will be provided according to the General Assumptions and Notes listed in the "Installation Bid" (included in Attachment B), as well as the specifications set forth in the RFP (see the Supplemental Scope of Work, Supplement A, Installation, on pages 33-42 of the RFP).
4. Investigate and resolve any meter transmitter installations that have problems connecting to the FlexNet network (i.e., non-reporting meter transmitters).

The City shall:

1. Coordinate with the Supplier to establish the installation schedule, shipment quantities, and overall project timeline.

Miscellaneous Responsibilities

The Supplier shall:

1. Furnish work order software, for use during installation purposes.
2. Provide up to two (2) eight-hour days of training. Charges for additional days are displayed in item Table G.1 under attachment B – Price Matrix
3. Pay all applicable sales taxes to the State of Washington. (When invoicing for Contract items, the Supplier shall list the applicable sales taxes separately from the price of the items on the invoice.)

Acceptance Milestones and Criteria

- **Milestone 1 – Network Deployment**

Network deployment is achieved when: 1) all necessary TGBs have been installed; 2) the RNI has been installed; and, 3) the FlexNet system is providing coverage for the entire water service area as defined in the RFP. Using its propagation study as a guide, the Supplier will install meter transmitters at various locations in the water service area that are estimated to need FNP's in order to communicate with the system. Acceptance of Milestone 1 will occur when the network is performing successfully according to a Supplier-provided testing plan.

- **Milestone 2 – Route-Based System Acceptance**

System acceptance will be determined on an individual route basis. A complete route will be installed, optimized, and then evaluated for acceptance (per the approach and calculation set forth below) and accepted before proceeding to the next route installation.

Acceptance of a route will occur when system performance has reached or exceeded a reading rate of 99.5% during a three-day reading period. The reading rate is defined as the number of meter transmitters installed on the AMR system that successfully provide a reading during the defined reading period, divided by the total number of meter transmitters installed on the system at that time. A meter transmitter will not be included in the reading rate calculation if any of the following situations apply:

- The unit is adversely affected by a Force Majeure event or an Act of God.
- The unit cannot communicate with the system due to an object being placed over it (e.g., a parked automobile).
- The unit is removed from service during the reading period.
- The unit's daily reads are lost due to a TGB power failure that lasts more than 24 hours.
- The unit is damaged or tampered with.
- The unit is installed in an area outside of the water service area.

By accepting a route, both the City and the Supplier will be acknowledging the following, with regard to all initial system elements (including meter transmitters):

- The system elements have been installed in compliance with the procedures and specifications approved and provided by the Supplier.
- Their performance or functioning has not been adversely affected by a failure of the City to perform its obligations or tasks for which it is responsible

General Assumptions and Notes:

- 1.1 City to provide space for storage units.
- 1.2 City will provide call center service.
- 1.3 Phase I Project duration is fourteen (14) months– This schedule is supplied.
- 1.4 Schedule in Attachment D of the contract.
- 1.5 Contractor appearance and identification

Contractor will wear uniform identifying the company they work for.
Vehicles will have logos identifying the company they work for.
Contractor must produce a picture ID of their employees that can be viewed by KENNEWICK customers. In addition, that ID must be on a City web page.

1.6 Items to be supplied by Contractor

Items provided by contractor to include all meters and bolts and gaskets required to install said meters, meter box lids and meter boxes as outlined in the Pricing Matrix.

1.7 City Project Manager

The City will designate an employee or agent who will manage the project on behalf of the City. The function of this Project Manager is to coordinate with the Contractor and ensure compliance with the specifications and scope of work. The designation of a Project Manager shall not relieve the contractor of its full responsibility to comply with the terms of the contract and/or all plans and specifications.

- I. *General* Contractor will supply the following components and aspects of installation: overall project management; training and direct supervision of installers; appointment scheduling; refurbishment/replacement; problem solving and complaint handling; inspection, testing and quality control.
- II. *Tools and materials.* The contractor shall furnish all supplies, materials, tools and equipment necessary for the successful and timely completion of basestation installations.
- III. *Parking.* The City desires that the contractor deploy vehicles to minimize parking problems and avoid blocking any streets. The contractor shall be responsible for all parking violations.

IV. *Regular meetings with the City.* Contract Manager shall meet with City personnel periodically and not less than weekly unless the City approves otherwise to update on progress against the installation schedule.

ATTACHMENT "B"
PRICING MATRIX

Initial deployment and Phase 1 installation

All prices include WA State tax.

Pricing Matrix Summary

Description	Total Cost
Mechanical Meters	\$1,481,091.99
Transmitter Units -AMI	\$1,789,032.96
Data Collection/Communication System - AMI	\$227,639.72
MDMS/Data Analytics -Data Hosting (Up Front Costs)	\$36,037.10
MDMS/Data Analytics - Data Hosting Year 1 (Annual Costs)	\$37,260.53
Systems Integration	\$4,995.60
Installation of Water Meters, Registers, and Transmitters	\$1,571,963.96
Project Management Training (upfront and during deployment)	\$16,755.00
Incidentals	\$61,791.49
Meter boxes/Lids	\$471,338.61
Performance Bond	\$28,489.53
Total	\$5,726,396.49

Mechanical Meters

Size (inches)	Quantity	Unit Cost	Total Cost
Badger M35 3/4"	9,549	\$101.00	\$964,449
Badger M55 1"	916	\$166.16	\$152,202.56
Badger M120 1.5"	411	\$388.79	\$159,792.69
Badger M170 2"	407	\$502.82	\$204,647.74
Total	11,283		\$1,481,091.99

AMI Transmitters

Quantity	Unit Cost	Total Cost
13,728	\$130.32	\$1,789,032.96

AMI System Reading Equipment and Service

Equipment Description	Quantity to be supplied	Unit Cost	Total Cost
Fixed data collection units, including firmware and installation	4	\$55,878.23	\$223,512.92
Backhaul communications infrastructure, including installation.	4	\$1,031.70	\$4,126.80
Other (describe)			
Total:			\$227,639.72

Notes:

1. Infrastructure requirements based on information provided.
2. The Backhaul communications will be completed via cellular modem. Modem is provided in above costs and monthly charges are the responsibility of the City.
3. Upon site walk, it was determined by the City that no permits or Engineered drawings are required.

MDMS/Data Analytics - Data Hosting Upfront Costs

Equipment Description	Quantity to be supplied	Unit Cost	Total Cost
Meter Data Management System and Head-End, upfront costs	1	\$36,037.10	\$36,037.10
Total:			\$36,307.10

MDMS/Data Analytics - Data Hosting Year 1 Cost

Year of System Life	Annual MDMS/DataAnalytics Support Costs
Year 1	\$37,260.53

System Integrations - Upfront Costs

Description	Quantity to be supplied	Unit Cost	Total Cost
Integration with Customer Information (Billing) System	1	\$4,995.60	\$4,995.60
Total:			\$4,995.60

Notes: Integration with the Customer Information (Billing) System is priced as a one (1) time integration. Any additional integration will be an added cost. The City of Kennewick may be responsible for fees charged by their existing CIS, billing, GIS, Work order Management, and Hydraulic Model systems.

Installation of Water Meters, Registers, and Transmitters

Size/Description	Quantity	Unit Cost	Total Cost
Meter/Transmitter Installation (full meter replacement)			
3/4"	9,549	\$85.82	\$819,495.18
1"	916	\$85.82	\$78,611.12
1.5"	411	\$314.98	\$126,456.78
2"	407	\$314.98	\$128,196.86
Transmitter Installation (retrofit only)			
3/4"	2159	\$42.75	\$92,297.25
1"	165	\$42.75	\$7,053.75
1.5"	26	\$59.86	\$1,556.36
2"	84	\$59.86	\$5,028.24
3"	4	\$76.96	\$307.84
4"	4	\$76.96	\$307.84
6"	3	\$76.96	\$230.88
Meter Box/Lid Modifications			
Full Box Replacement	328	\$59.86	\$19,634.08
Lid Replacement	7,481	\$8.56	\$64,037.36
Lid Hole Drilling	4,665	\$12.34	\$57,566.10
Additional Installation Services/Requirements			
Staging Area by City	12 months		
Installation Program Management	1	\$61,540.00	\$61,540.00
Mobilization	1	\$18,100.00	\$18,100.00
IDoor hanger 2wks prior	11,283	\$7.84	\$88,458.75
Total Installation Cost³			\$1,571,963.96

Incidentals

Item Description	Quantity to be supplied	Unit Cost	Total Cost
A24 Brass Adapters	887	\$43.28	\$38,389.36
A46 Brass Adapters	13	\$239.04	\$3,107.13
Subtotal:	900		\$41,496.49
¾" Gasket Pairs	9,549	\$.83	\$7,925.67
1" Gasket pairs	916	\$.87	\$796.92
1 ½" Gasket/bolts pair	411	\$12.56	\$5,162.16
2" Gasket/bolts pair	407	\$15.75	\$6,410.25
Subtotal:	11,283		\$20,295.00
Total Incidentals:			\$61,791.49

Meter Box Lids & Meter Box Replacement

Item Description	Quantity to be supplied	Unit Cost	Total Cost
LG Concrete Lid Only	559	\$82.95	\$46,369.05
LG Composite Lid Only	157	\$117.74	\$18,485.18
SM Concrete Lid Only	6,539	\$50.21	\$328,323.19
SM Metal/Concrete Lid Only	150	\$38.16	\$5,724.00
SM Composite Lid Only	5	\$89.60	\$448.00
SM Plastic Lid Only	11	\$38.16	\$419.76
LG Metal Lid Only	22	\$50.21	\$1,104.62
LG Plastic Lid/Cone	4	\$89.60	\$358.40
Med Traffic Lid/Metal	12	\$117.74	\$1,412.88
LG Traffic Lid	7	\$275.35	\$1,927.45
SM Traffic Lid	15	\$89.60	\$1,344.00
Sub Total:	7,497		\$406,784.29
LG Box Replacement 17x30	110	\$247.61	\$27,237.10
SM Box Replacement 13x24	218	\$175.16	\$38,184.88
Sub Total:	328		\$65,421.98

Total Meter Box Lids and Box Replacement			\$471,338.61
---	--	--	---------------------

*Project quantities and determination are collected from The Meter Box Survey completed by the City and are subject to interpretation of known information. Incidentals include adapters, gaskets, nuts and bolts for meter installation identified within the Meter Box Survey. Any additional parts and fittings required will be provided by the City.

* It is assumed that all fittings within existing services are in compliance of the Safe Drinking Water Act.: • [Section 1417 \(a\) \(1\) \(A\) Prohibits the use of items that are not lead free "in the installation or repair" of an PWS and any plumbing in a residential or non-residential facility providing water for human consumption.](#)

* Meter Box Lid and Box replacement Quantities are determination are collected from the Meter Box Survey completed by the City and are subject to interpretation of known information. Replacement excludes all round concrete boxes and XL Metal Lids.

*Meter box Lid description is based on the Meter box key created by the City and used to perform the Survey. See Attachment K for meter box key

Project Management Training {upfront and during deployment}

Item Description	Quantity to be supplied	Unit Cost	Total Cost
Initial training, 6-month, 12 month and follow up training	2	\$1,600.00	\$3,200
Project Management Phase 1	1	\$13,575.00	13,575.00
Total:			\$16,755.00

Note: additional training available \$1,600.00 per day

We regret we have had some price increases to our installation piece. We have been affected, like many others, by the Pandemic and the overall cost increase to products as well as how we safely do business. Please see the letter of explanation in the attachments.

Phase 2

As stated above Phase 2 will consist of approximately 8,142 meters. Quantities and required material will be priced after the completion of a Meter Box Survey for the remaining services.

Extended Annual costs to begin in year two

Year of System Life	Annual MDMS/Data Analytics Support Costs
Year2	\$59,419.89
Year3	\$61,202.13
Year4	\$63,038.68
Year 5	\$64,929.53

Year6	\$66,937.66
Year 7	\$69,007.90
Year 8	\$71,142.17
Year9	\$73,342.17
Year 10	\$73,342.44
Year 11	\$75,610.77
Year 12	\$77,949.24
Year 13	\$80,360.04
Year 14	\$82,845.40
Year 15	\$85,407.63
Year 16	\$88,049.10
Year 17	\$93,579.67
Year 18	\$96,473.88
Year 19	\$99,457.61
Year 20	\$102,533.62
Total Annual Costs over 20-Year Project Life:	\$1,521,890.06

Year of System Life	Annual Customer Support Cost
Year2	\$7,767.92
Year3	\$8,008.16
Year4	\$8,255.84
Year 5	\$8,511.17
Year6	\$8,774.40
Year7	\$9,045.77
Year 8	\$9,325.55
Year9	\$8,652.56
Year 10	\$9,911.30
Year 11	\$10,217.84
Year 12	\$10,533.85
Year 13	\$10,859.64
Year 14	\$11,195.51
Year 15	\$11,541.73
Year 16	\$11,898.72
Year 17	\$12,266.72
Year 18	\$12,646.10
Year 19	\$13,037.22
Year 20	\$13,440.43
Total Annual Costs over 20-Year Project Life:	\$184,157.83

ATTACHMENT "C"
INCREASE LETTER



Professional Meters, Inc.
3605 North Rte. 47 • Suite E
PO Box 506
Morris, IL60450
P: 815.942.7000 • F: 815.941.1091
www.prometers.com

June 21, 2021

Tammy Rogers
Ferguson Waterworks
9129 N. Tyndall Ave.
Portland, OR 97217

Dear Tammy,

As requested, I would like to explain the factors that led to the price increase for the project at Kennewick, WA.

- The loaded PW installer wage went up to \$9.27 per hour.
- There has been an increase in fuel from when this was quoted in early 2020 – approximately 30% price increase for fuel allocation.
- We have had to implement internal COVID safety practices that have added **“Other Direct Job Costs”** to our pricing model.
- In this current labor market, it is harder to find willing installers and has made PMI increase internal installer benefits and subsequently increased overhead for recruiting.
- PMI has adjusted their pricing model for a 25% increase for vehicle operation costs above and beyond fuel costs.
- Vehicle mobilization costs have increased since 01/2020 (In good faith, PMI kept the mobilization line item the same).
- The project went from 24,000 meters to only 15,750 meters in Phase 1. That is less units to divide the fixed overhead costs. We have distributed this equally across the project.

































I hope this satisfies any questions you have about the increase in cost for this project. If you have any further questions, please contact me and I would be happy to discuss further.

Respectfully Submitted,




















PROFESSIONAL METERS, INC.

























Donald Shuler
Director of Sales

ATTACHMENT "D"
CONTRACT SCHEDULE




















ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors
1			Kick off Meeting	1 day	Wed 10/28/20	Wed 10/28/20	
2			Prop Study	24 days	Wed 12/2/20	Mon 1/4/21	
3			Meter Box Survey	68 days	Mon 2/8/21	Wed 5/12/21	
4			Ami Agreement	10 days	Mon 9/13/21	Fri 9/24/21	
5			Signed Contract	10 days	Mon 9/13/21	Fri 9/24/21	
6			Project Kick off meeting	1 day	Tue 9/14/21	Tue 9/14/21	
7			Base Station order and Install	50 days	Tue 9/14/21	Mon 11/22/21	
8			RNI Training	2 days?	Wed 9/15/21	Thu 9/16/21	6
9			Integration	90 days	Tue 11/1/22	Mon 3/6/23	8
10			Analytics Training	2 days?	Thu 12/30/21	Fri 12/31/21	
11			Route 102 Retrofit 335	5 days	Tue 11/23/21	Thu 12/2/21	7
12			Route 95 Retrofit 486	6 days	Fri 12/3/21	Fri 12/10/21	11
13			Route 101 Retrofit 376	5 days	Mon 12/13/21	Fri 12/17/21	12
14			Route 97 Retrofit 558	5 days	Mon 12/20/21	Tue 12/28/21	13
15			Route 99 Retrofit 327	4.5 days	Wed 12/29/21	Thu 1/6/22	14
16			Route 98 Retrofit 363	5 days	Thu 1/6/22	Thu 1/13/22	15
17			Route 86 Install 383	5 days	Thu 1/13/22	Fri 1/21/22	16
18			Route 88 Install 386	5 days	Fri 1/21/22	Fri 1/28/22	17
19			Route 33 Install 153	2.5 days	Fri 1/28/22	Tue 2/1/22	18
20			Route 85 Install 328	4.5 days	Wed 2/2/22	Tue 2/8/22	19
21			Route 34 Install 157	2 days	Mon 1/31/22	Tue 2/1/22	20
22			Route 32 Install 76	2 days	Wed 2/2/22	Thu 2/3/22	21
23			Route 35 Install 220	3 days	Fri 2/4/22	Tue 2/8/22	22

















Project: Kennewick Schedule
Date: Thu 8/12/21

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

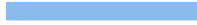


















ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors
24			Route 36 Install 303	4 days	Wed 2/9/22	Mon 2/14/22	23
25			Route 30 Install 174	2.5 days	Tue 2/15/22	Thu 2/17/22	24
26			Route 38 Install 195	2.5 days	Thu 2/17/22	Tue 2/22/22	25
27			Route 10 - install 203	2.5 days	Wed 2/23/22	Fri 2/25/22	26
28			Route 29 Install 176	2.5 days	Fri 2/25/22	Tue 3/1/22	27
29			Route 27 Install 240	4 days	Wed 3/2/22	Mon 3/7/22	28
30			Route 28 Install 215	3 days	Tue 3/8/22	Thu 3/10/22	29
31			Route 31 Install 412	6 days	Fri 3/11/22	Fri 3/18/22	30
32			Route 25 Install 148	3 days	Mon 3/21/22	Wed 3/23/22	31
33			Route 26 Install 91	2 days	Thu 3/24/22	Fri 3/25/22	32
34			Route 24 Install 115	2 days	Mon 3/28/22	Tue 3/29/22	33
35			Route 23 Install 154	2 days	Wed 3/30/22	Thu 3/31/22	34
36			Route 22 Install 151	2 days	Fri 4/1/22	Mon 4/4/22	35
37			Route 21 Install 141	2 days	Tue 4/5/22	Wed 4/6/22	36
38			Route 13 - install 208	3 days	Thu 4/7/22	Mon 4/11/22	37
39			Route 9 - install 181	2.5 days	Tue 4/12/22	Thu 4/14/22	38
40			Route 1 Install- 247	4 days	Thu 4/14/22	Wed 4/20/22	39
41			Route 37 Install 386	5 days	Wed 4/20/22	Wed 4/27/22	40
42			Route 39 Install 174	2.5 days	Wed 4/27/22	Fri 4/29/22	41
43			Route 44 Install 263	3.5 days	Mon 5/2/22	Thu 5/5/22	42
44			Route 49 Install 99	1.5 days	Thu 5/5/22	Fri 5/6/22	43
45			Route 42 Install 254	3.5 days	Mon 5/9/22	Thu 5/12/22	44
46			Route 43 Install 219	3 days	Thu 5/12/22	Tue 5/17/22	45

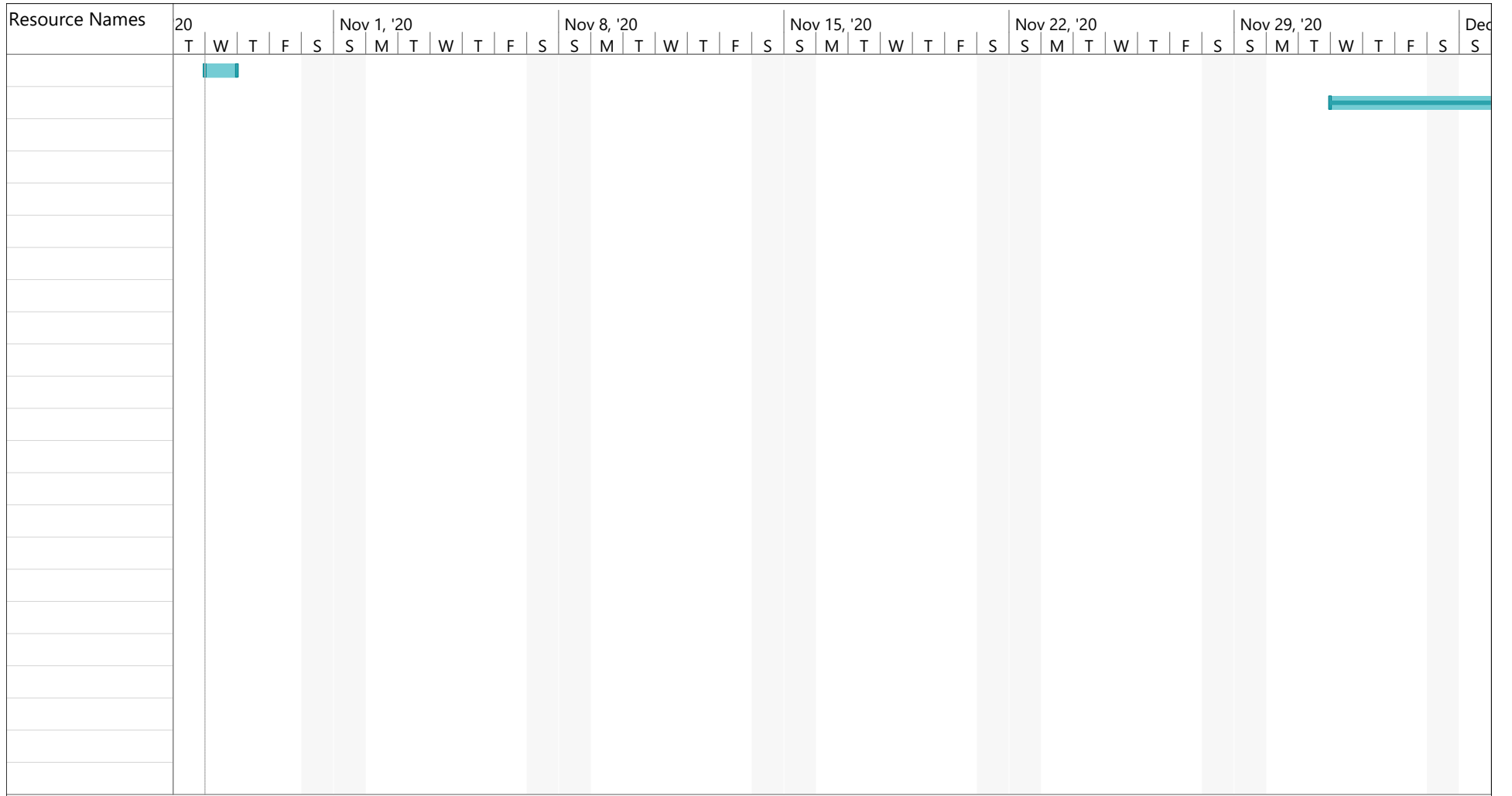
Project: Kennewick Schedule
Date: Thu 8/12/21

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors
47			Route 41 Install 214	3 days	Tue 5/17/22	Fri 5/20/22	46
48			Route 46 Install 166	2.5 days	Fri 5/20/22	Tue 5/24/22	47
49			Route 40 Install 127	2 days	Wed 5/25/22	Thu 5/26/22	48
50			Route 45 Install 134	2 days	Fri 5/27/22	Tue 5/31/22	49
51			Route 48 Install 194	3 days	Wed 6/1/22	Fri 6/3/22	50
52			Route 20 Install 150	2 days	Mon 6/6/22	Tue 6/7/22	51
53			Route 18 - install 234	2.5 days	Wed 6/8/22	Fri 6/10/22	52
54			Route 19 - install 158	2 days	Fri 6/10/22	Tue 6/14/22	53
55			Route 47 Install 93	1.5 days	Tue 6/14/22	Wed 6/15/22	54
56			Route 64 Install 270	3.5 days	Thu 6/16/22	Tue 6/21/22	55
57			Rout 17 Install 206	3.5 days	Tue 6/21/22	Fri 6/24/22	56
58			Route 15 Install 144	2.5 days	Mon 6/27/22	Wed 6/29/22	57
59			Route 16 Install 212	3.5 days	Wed 6/29/22	Tue 7/5/22	58
60			Route 14 install 122	2 days	Wed 7/6/22	Thu 7/7/22	59
61			Route 11 install 292	4 days	Fri 7/8/22	Wed 7/13/22	60
62			Route 8 Install 187	3 days	Thu 7/14/22	Mon 7/18/22	61
63			Route 12 install 169	2.5 days	Tue 7/19/22	Thu 7/21/22	62
64			Eden upgrade- 10 month hold	217 days	Tue 6/21/22	Mon 4/24/23	56

Project: Kennewick Schedule
Date: Thu 8/12/21

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



Project: Kennewick Schedule Date: Thu 8/12/21	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ATTACHMENT "E"
EQUIPMENT WARRANTY

Sensus Limited Warranty

1. General Product Coverage. Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: sensus.com/TC ("Terms of Sale").

2. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at sensus.com for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

3. ally® Meters that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at sensus.com for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

4. iPERL® Meters that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Data Sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

5. SR II maincases are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

6. Sensus OMNI™ Meters and Propeller Meters are warranted to perform to as set forth in OMNI and Propeller data sheets for one (1) year from the date of Sensus shipment.

7. Sensus accuMAG™ and Hydroverse™ Meters are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

8. Sensus Registers are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 1" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 1" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

9. Sensus Electric and Gas Meters are warranted pursuant to the General Limited Warranty available at sensus.com/TC.

10. Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years ¹
6500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years ²
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years ³

¹ Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

² Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

Sensus® Electronic Register+™	20 years ⁴
Sensus® Smart Gateway Sensor Interface	1 year ⁵
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years ³

11. ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

Batteries	15 years ⁶
Sensors	5 years
Valve & Gear Motor	5 years ⁷
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years ⁶

³ Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads,
- SmartPoint 510M/520M/515M/512M-PLS Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price
1 – 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

⁴ Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list price in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

⁵ Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).

⁶ If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

⁷ Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

12. iPERL and ally Connectors and Cables are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

13. Third-Party Devices are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.

14. Software. Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

15. Return. Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

16. Warranty Exceptions and No Implied Warranties. This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

17. Limitation of Liability. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION

(COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.



Badger Meter

Lead-Free Bronze Disc Meters

PRODUCTS COVERED

This warranty shall apply to all Recordall® Lead-Free Bronze Disc Meters, models 25 through 170, when used to measure potable water, including the registers used with these meters (collectively “Product”) sold on or after January 25, 2019. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as “Customer” and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within the following time frames and those listed in the table below:

Housings

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

Local Registers Supplied with the Meters Listed Herein

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

	AWWA New Meter Accuracy	AWWA Repaired Meter Accuracy (AWWA M6 Manual)	Badger Meter Extended Low Flow Meter Accuracy
Recordall Meter Model, Size	<i>The meter product will meet or exceed new meter accuracy standards set forth in AWWA Standard C700 for the following periods:</i>	<i>The meter product will meet or exceed repaired meter accuracy standards set forth in AWWA Manual M-6, Chapter 5, Table 5.3 for the following periods:</i>	<i>Badger Meter further warrants the meter product to meet or exceed the following extended low flow accuracies in excess of AWWA standard:</i>
Model 25, 5/8 in. and 5/8 x 3/4 in.	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 25 gpm safe maximum operating capacity and a 15 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 98.5% at a rate of 1/4 gpm and low flow accuracy of 95.0% at a rate of 1/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
Model 35, 3/4 in.	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 35 gpm safe maximum operating capacity and a 25 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 97% at a rate of 3/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
Model 55, 1 in.	Five (5) years from date of shipment or registration of 1,000,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,000,000 gallons, whichever occurs first, with a 55 gpm safe maximum operating capacity and a 40 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1/2 gpm for three (3) years from date of shipment or registration of 575,000 gallons, whichever occurs first.
Model 70, 1 in.	Five (5) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,250,000 gallons, whichever occurs first, with a 70 gpm safe maximum operating capacity and a 50 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 3/4 gpm for three (3) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.
Model 120, 1-1/2 in.	Two (2) years from date of shipment or registration of 1,600,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 5,600,000 gallons, whichever occurs first, with a 120 gpm safe maximum operating capacity and a 80 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/4 gpm for two (2) years from date of shipment or registration of 1,440,000 gallons, whichever occurs first.
Model 170, 2 in.	Two (2) years from date of shipment or registration of 2,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 10,400,000 gallons, whichever occurs first, with a 170 gpm safe maximum operating capacity and a 100 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/2 gpm for two (2) years from date of shipment or registration of 1,890,000 gallons, whichever occurs first.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C700 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which have been exposed to adverse installation conditions, damaged by any water conditions and/or water quality, including but not limited to foreign matter in the water such as dirt, sand, minerals, debris, deposits, biofilms, extreme corrosivity, or other impurities, or which have been subject to passage of high-speed air slugs, vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price.

BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS:

- (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY
- (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND
- (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Making Water Visible®

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Badger Meter

Recordall® Turbo Series Meters

PRODUCTS COVERED

This warranty shall apply to all Recordall® Turbo Series Meters, sizes 1-1/2...12 inch, Turbo Series head assemblies and the local registers used with these meters (collectively "Product") sold on or after July 27, 2021. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within the following time frames:

Bronze Housing

One (1) year and six (6) months after shipment from Badger Meter.

Local Registers Supplied with the Meters Listed Herein

Five (5) years and six (6) months after shipment from Badger Meter.

METER ACCURACY

The meter Product will meet or exceed accuracy standards of AWWA Standard C701 for one (1) year and six (6) months after shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which have been exposed to adverse installation conditions, damaged by any water conditions and/or water quality, including but not limited to foreign matter in the water such as dirt, sand, minerals, debris, deposits, biofilms, extreme corrosivity, or other impurities, or which have been subject to passage of high-speed air slugs, vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

SMART WATER IS BADGER METER

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ATTACHMENT "F"
ANNUAL MAINTENANCE AGREEMENT

1. Terms of Sale

Sensus USA Inc. ("Sensus") warrants the performance of the AMI System to the Customer as set forth below. This warranty and all products and services sold or otherwise provided by Sensus directly to the Customer are pursuant to the Sensus Terms of Sale, available at: <http://na.sensus.com/TC/TermsConditions.pdf> ("Terms of Sale").

2. Performance Warranty. The "Performance Warranty" is as follows:

A. **Warranty.** Sensus warrants to Customer that the AMI System deployed for a particular Utility Customer meets the performance test standards set forth below in section 3 ("Performance Test Standards") from the Effective Date until the Warranty End Date. If the Utility Customer's AMI System does not meet such Performance Test Standards, then as Sensus' sole obligation and Customer's sole remedy, Sensus shall take steps that Sensus deems necessary, in Sensus' sole discretion, to cause the AMI System to satisfy the Performance Test Standards. Such steps may include Sensus' delivery to the Utility Customer (without charge to the Utility Customer) the hardware for additional RF Field Equipment, provided that all RF Field Equipment shall be located and installed as directed by Sensus. Utility Customer shall have title to all equipment provided pursuant to this subsection (A). Notwithstanding anything to the contrary, Customer shall pay for any Recurrent RF Field Equipment Fees and any Ongoing Fees for all equipment provided pursuant to this subsection (A).

B. **Limitations.** The Performance Warranty shall only apply; (i) to the Meter Data; (ii) from the Effective Date until the Warranty End Date; (iii) if Sensus has completed a propagation study for the applicable Utility Customer based on the Performance Test Standards, such propagation study has been approved in writing (including without limitation, by email) by Sensus, and such propagation study has been agreed to in writing (including without limitation, by email) by the Utility Customer ("Certified Propagation Study") (for clarity, the Certified Propagation Study consists of all documents of the propagation study, including without limitation, the server map and the document describing the Required RF Field Equipment locations and antennae details); (iv) if the Utility Customer has entered into a Spectrum Lease Agreement with Sensus; (v) if all the Required RF Field Equipment identified in the Certified Propagation Study is installed; (vi) if the Required RF Field Equipment is installed as described in the Certified Propagation Study, including without limitation, in the locations and at the heights identified in the Certified Propagation Study; and (vii) the Required RF Field Equipment is operating and has been maintained to Sensus' specifications (collectively, the "Requirements"). If any Requirement is not satisfied, then: the Performance Warranty is void; Sensus has no obligation to remedy the AMI System performance; Sensus has no obligation to provide RF Field Equipment hardware at no cost; and Customer is responsible for purchasing such RF Field Equipment, even if it is necessary to meet the specifications set forth in the Performance Test Standards. Furthermore, if new and/or different RF Field Equipment locations are required as a result of not meeting any Requirements, Customer agrees to: pay Sensus for the completion of any additional propagation studies; pay Sensus for the additional RF Field Equipment hardware; perform the necessary site preparation; and pay for any Recurrent RF Field Equipment Fees and any Ongoing Fees for all equipment purchased pursuant to this subsection (B). Any equipment required pursuant to this subsection (B) is added to the definition of "Required RF Field Equipment."

3. Performance Test Standards

A. Generally.

- i. The parties shall mutually agree on specific reading routes (each a "Route"). Each Route will be separately tested with the intent to provide incremental acceptance of distinctly defined geographical areas and populations of meters. Each Route shall contain a statistical sample of Test Units ("Route Units"). Route Units only include the Test Units installed in the applicable Route. For Utility Customers with any combination of water, gas, and electricity Endpoints, the water Endpoints, gas Endpoints, and electricity Endpoints will each be tested separately according to the procedure below. For clarity, a single Route will not have a combination of water, gas, and electricity meters, but it will consist of only water, gas, or electricity Test Units.
- ii. Before beginning the Performance Test Standards, all Route Units must be installed. Customer shall send written notice to Sensus once the Test Equipment and all Route Units are installed ("Route Deployment"). Such notice shall indicate the date on which the Route Deployment was completed ("Route Deployment Date").
- iii. Within thirty (30) days after the Route Deployment Date, the parties shall begin the Performance Test Standards on the Route. Customer, Utility Customer, and Sensus shall work in good faith to complete the Performance Test Standards no later than thirty (30) days after commencement of testing.

B. Route Read Success Test.

- i. The Route Read Success Test will measure the percentage of Route Units that deliver valid billable meter reads during the Billing Window. The Route Read Success Test only measures reads sent from the Route Units; it does not include on demand reads. The commencement date of the Billing Window shall be agreed by Customer and Sensus.

$$\text{Route Read Success} = 100 \times \frac{\text{(}\# \text{ of Route Units that deliver a valid billable meter read during the Billing Window)}}{\text{(total \# of Route Units in the applicable Route)}}$$

- ii. If Route Read Success is equal or greater than the Success Percentage during one Billing Window, the Performance Test Standards for that Route has passed. Customer shall promptly issue written notice to Sensus that either (a) Sensus has not successfully completed the Performance Test Standards for the applicable Route; or (b) Sensus has successfully completed the Performance Test Standards for the applicable Route and such notice shall specify the applicable Route and shall state the date on which the Route Read Success Test was successfully completed. If Customer does not issue such notice within five days of completion of the test, then the test is automatically deemed successfully passed. Sensus has no obligation to continue optimizing the system and meeting performance specifications upon successful completion of the Performance Test Standards for each Route. This process shall continue until all Routes have successfully completed the Performance Test Standards. If Sensus does not successfully complete the Performance Test Standards for the applicable Route, then upon receipt of notice, Sensus shall fulfill its obligations in Section 2 above, and the applicable Route shall be retested within a reasonable time.
- iii. Upon completion of the Performance Test Standards for all Routes, Customer shall promptly issue written notice to Sensus that either (a) Sensus has not successfully completed the Performance Test Standards for the AMI System; or (b) Sensus has successfully completed the Performance Test Standards for the AMI System and such notice shall state the date on which the Performance Test Standards was successfully completed. If Customer does not issue such notice within five days of completion of the tests, then the Performance Test Standards for the AMI System is automatically deemed successfully passed. If Sensus does not successfully complete the Performance Test Standards, then upon receipt of notice, Sensus shall fulfill its obligations in Section 2 above, and the AMI System shall be retested within a reasonable time.

4. **THE WARRANTY SET FORTH IN SECTION 2 OF THIS PERFORMANCE WARRANTY IS THE ONLY WARRANTY RELATED TO THE PERFORMANCE OF THE AMI SYSTEM. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THESE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. **SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE PERFORMANCE OF THE AMI SYSTEM.**

6. **Limitation of Liability.** SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS WARRANTY AND ALL OTHER AGREEMENTS BETWEEN SENSUS AND CUSTOMER, THEIR NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED (I) IF CUSTOMER IS ALSO THE UTILITY CUSTOMER, THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS; OR (II) IF CUSTOMER IS NOT THE UTILITY CUSTOMER, THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS SOLELY IN RELATION TO THE UTILITY CUSTOMER. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER, UTILITY CUSTOMER OR EITHER OF THEIR AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES. The limitations on liability set forth herein are fundamental inducements to Sensus. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law. To the maximum extent permitted by law, no Cause of Action may be instituted against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

Sensus AMI System Performance Warranty

7. Definitions.

Any terms used in this Performance Warranty as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Terms of Sale, as defined above.

- A. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System deployed by the Customer, comprised of the SmartPoint Modules, RF Field Equipment, regional network interface (RNI), software, FCC licenses, and other Sensus equipment provided to Customer and/or to the Utility Customer. The AMI System only includes the foregoing, as provided by Sensus to the Utility Customer, either directly or through a Sensus authorized distributor. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party(ies).
- B. **"Available Meter"** means an installed Sensus FlexNet meter (with a SmartPoint Module installed) or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria: (i) it functions properly, is powered, and is not a damaged or failed meter; (ii) if applicable, it is in a deployment area of meters such that a sufficient number of two-way meters are in range of each other; (iii) it is serviced by RF Field Equipment that has not been subjected to a power failure greater than eight (8) total hours; (iv) neither it nor the RF Field Equipment that serves that meter has been affected by a Force Majeure event; (v) jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter; (vi) it is installed in the Service Territory; (vii) it has not been reported to Utility Customer under Sensus' or Utility Customer's preventative maintenance; (viii) its functioning or performance has not been adversely affected by a failure of Customer and/ or Utility Customer to perform its obligations or tasks for which it is responsible, including without limitation, testing and confirming that the socket to which the meter will be/is connected is in safe operating condition, is fully functional, is not corroded, does not contain improperly installed jaws or other deficiencies, complies with ANSI standards, and is not "hot", damaged, or otherwise in need of maintenance or repair; (ix) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network for communications among the components of the Sensus AMI System; and (x) it has been installed in compliance with the procedures and specifications approved by Customer and Sensus.
- C. **"Billing Window"** for a meter means the four day period commencing one day prior to the relevant billing day for such meter and ending two days after such billing day. The Billing Window for testing purposes shall be agreed by Customer and Sensus.
- D. **"Customer"** means the entity that purchases goods and/or services directly from Sensus.
- E. **"Effective Date"** means the date the Utility Customer signs the Spectrum Lease Agreement between Utility Customer and Sensus.
- F. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Utility Customer for the consumption of electricity, water, and/or gas, as applicable.
- G. **"Endpoints"** mean both (a) Sensus FlexNet meters (with a SmartPoint Module installed); and (b) Sensus SmartPoint Modules which have been installed on a third party meter.
- H. **"Force Majeure"** means an event beyond a party's reasonable control, including without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- I. **"In/Out Costs"** means any costs and expenses incurred in transporting goods between to and from End User's premises and any costs and expenses incurred in installing, uninstalling and removing goods.
- J. **"Meter Data"** means the specific metering information, including without limitation, locations and antenna heights, provided to Sensus by Utility Customer in writing prior to the earlier of the; (i) Effective Date; and (ii) the date set forth on the propagation study (collectively, the "Data Date"). The parties recognize and agree that the RF Field Equipment site design and build is based on the specific Meter Data provided to Sensus. For clarity, the Meter Data only contains the information specifically provided to Sensus by the Utility Customer in writing prior to the Data Date. By way of example only (and not as an exhaustive list), the "Meter Data" includes the latitudes and longitudes of each meter, the location of each module either inside or outside (outside is assumed), and, for meters in pits, whether the radio is installed through or under the lid (the assumption is through the lids). New or different metering locations and/ or antenna heights provided after the Data Date are not included as part of the Meter Data.
- K. **"Ongoing fees"** means any reoccurring monthly or annual fees, including without limitation, fees for software and spectrum leases.

- L. **"Recurrent RF Field Equipment Fees"** means any and all costs, fees, and expenses required to; (i) warrant the RF Field Equipment; and (ii) install and keep the RF Field Equipment located in the field, including without limitation, site procurement and preparation fees, fees related to building poles or towers, tower lease fees, costs of electricity supply, and any local, state, or federal government taxes or charges.
- M. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- N. **"Required RF Field Equipment"** means the number, location, and height of the RF Field Equipment set forth in the Certified Propagation Study.
- O. **"RF Field Equipment"** means the FlexNet Base Stations, Echo Transceivers, and Remote Transceivers.
- P. **"Service Territory"** identifies the geographic area where Utility Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in Utility Customer and Sensus' spectrum lease filing with the FCC.
- Q. **"Spectrum Lease Agreement"** means a written, signed agreement between Sensus and Utility Customer whereby the Utility Customer leases certain spectrum from Sensus. The Spectrum Lease Agreement may be included as part of a larger agreement, such as an AMI Agreement or a Software License and Spectrum Lease Agreement.
- R. **"Success Percentage"** means, of the covered meters in the propagation study, 98.5%.
- S. **"Test Equipment"** means the number of RF Field Equipment and production RNIs set forth in the Certified Propagation Study. The Test Equipment specifically does not include test RNIs or backup RNIs; it only includes production RNIs.
- T. **"Test Units"** means Endpoints that are both; (i) Available Meters throughout the entire test period; and (ii) are covered meters, as depicted on the Certified Propagation Study.
- U. **"Unavailable Meters"** include meters with sockets with power cut at the pole, meters that are booted on the line side, sockets that are not provided power due to a power delivery system failure, meters with tamper, theft or other human induced failures that render the meter or SmartPoint Module incapable of providing a read, a Force Majeure event induced failures of the power delivery system, socket or meter, and/ or any system or meter maintenance issue that precludes the meter from transmitting its message to the network. Examples of Unavailable Meters include: (i) Cut At Pole: a meter for which power has been turned off to the socket by Utility Customer; (ii) Booted on Line Side: nominally a meter for which power has been turned off by placing "boots" in the socket from which the power to the meter has effectively been turned off; (iii) Failed or flawed power delivery to the meter socket: Utility Customer power generation, distribution or delivery system failure that has effectively turned off power to the socket and/or meter; (iv) Tampered Meters: sockets, meters or distribution assets that have been modified by unauthorized personnel rendering the meter incapable of providing accurate usage readings from that meter; (v) Broken TouchCoupler unit: the TouchCoupler unit is damaged by intentional or unintentional acts; (vi) Broken Clip: the clip that holds the TouchCoupler unit into the radio package housing is broken and the unit cannot complete the inductive electrical connection; (vii) Improper installation of the TouchCoupler unit: the TouchCoupler unit is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection; (viii) Unit not installed through the pit lid: the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section; (ix) Radio unit not securely attached to the Antenna unit: The water-proof SmartPoint Module housing is not properly installed and secured to the antenna unit; (x) Damaged antenna: the unit's antenna is damaged by intentional or unintentional acts; (xi) Damaged radio package: the unit's water-proof radio package is damaged by intentional or unintentional acts; (xii) Data Base errors: the unit is removed from the system but not updated in the database. The unit is still shown as in the system when in fact has been removed; (xiii) Phantom Units: the unit is removed from the system but is still transmitting and being heard by the system; and (xiv) Other Installation Defect: the unit is otherwise installed improperly so that it does not communicate with the FlexNet Base Station.
- V. **"Utility Customer"** means the utility customer that uses the Sensus goods and services in its AMI System regardless of whether such goods and services are purchased directly from Sensus or from a Sensus authorized distributor. For clarity, the Utility Customer is also the Customer if the Utility Customer purchases directly from Sensus.
- W. **"Warranty End Date"** means the earlier of; (i) the third anniversary of the Effective Date; (ii) successful completion of the applicable Performance Test Standards; or (iii) the termination or expiration of the Spectrum Lease Agreement between Utility Customer and Sensus.

ATTACHMENT "G"
EXTENDED MAINTENANCE AGREEMENT

Overview

Hundreds of utilities across North America have adopted the Sensus FlexNet™ AMI system. This technology empowers electricity, gas, water or combination utilities to conserve resources through a flexible, reliable and open system. The FlexNet communications network quickly becomes a critical part of our customers' day-to-day business, which is why it is important to ensure your network equipment is always online and operating at the highest level of efficiency.

The FlexNet™ Extended Warranty Program provides utilities peace of mind, knowing that Sensus technical support professionals are ready to diagnose, troubleshoot, or send out replacement parts at no cost. This keeps your utility's critical infrastructure up and running, limiting your network's downtime.

PARTICIPATION AND COVERAGE

The Extended Warranty Program is available for purchase any time before the standard one year warranty expires. The standard one-year warranty begins from the date of shipment, which establishes the anniversary date. New FlexNet system customers receive the standard warranty free of charge until the first anniversary date and enrollment notices will be sent to customers approximately sixty (60) days prior to the anniversary date. Participation in the Extended Warranty Program is strongly recommended to maintain the highest level of business continuity within your utility.

Included Services*	Base Station 50/100	Metro 50/100	M400
Firmware Maintenance/Upgrades	✓	✓	✓
Remote Diagnostics of Operational Issues	✓	✓	✓
Repair or Replace Defective Parts or Units	✓	✓	✓
Discounted Field Installation Services	✓	✓	✓

**Labor and batteries are not included.*

ATTACHMENT "H"
SOFTWARE MAINTENANCE AGREEMENT

Overview

Hundreds of utilities across North America have adopted the Sensus FlexNet AMI system. This technology empowers electricity, gas, water or combination utilities to conserve resources through a flexible, reliable and open system. Sensus software applications are critical components of the FlexNet system, enabling a seamless interface with the utility's billing programs and empowering the utility to make intelligent decisions.

It is vital that these software applications are consistently operating at the highest level of efficiency. The FlexNet™ Software Maintenance Program provides day-to-day assistance, remote troubleshooting and diagnosis of problems, and access to software updates. Utilities will have peace of mind, knowing that Sensus technical support professionals are ready to answer questions diagnose and troubleshoot any issues and help ensure the FlexNet system is up and running efficiently at all times.

DELIVERY MODELS

Sensus offers our customers software in two different delivery models:

1. Software as a Service (SaaS) - Sensus shoulders the burden of owning and managing all the hardware and software from our tier IV data center. When choosing the SaaS delivery model the FlexNet maintenance program is included in your subscription fee.
2. Licensed Software - the utility licenses all software applications and manages both hardware and software onsite. For this option, additional years of the FlexNet Maintenance program can be purchased to help safeguard the operations and maintenance of the software, thus maximizing the utility's return on investment.

Each delivery model has its own support level, but regardless of the option selected, support is always included the first year.

Included Services	Licensed Model	SaaS Model
Telephone Support	✓	✓
Remote Diagnostics of Software Problems	✓*	✓
Software Updates	✓	✓
AutoRead annual support (if applicable)	✓	✓
Loaner Programming Equipment	✓	✓
Discounted Remote or On-site Training	✓	✓
Daily Backup		✓
Data replication to a Disaster Recovery site		✓
Anti-Virus and Malware subscription and scanning		✓
Operating System support, troubleshooting, security patching and upgrades		✓
Linux Red Hat, Microsoft Windows Server, Microsoft SQL Server and Oracle ongoing maintenance		✓
Hardware Maintenance or Refresh		✓
Data secured in a Tier IV SSAE 16 Certified Data Center		✓

*Requires customer to provide secure Cisco or OpenVPN connection

ATTACHMENT "I"
INSURANCE CERTIFICATIONS AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com		
	INSURER(S) AFFORDING COVERAGE		
INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	INSURER A: Liberty Mutual Fire Insurance Company		NAIC # 23035
	INSURER B: ACE American Insurance Company		22667
	INSURER C: Indemnity Insurance Company of North Ameri		43575
	INSURER D: ACE Fire Underwriters Insurance Company		20702
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W20105941

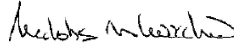
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB2-691-468654-010	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Self-Insured <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Physical Damage			ISA H25301055	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WLR C66921402	05/01/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	Workers' Compensation & Employers Liability- CA/MA Per Statute			WLRC66921360	05/01/2020	05/01/2021	E.L. Each Accident \$2,000,000 E.L. Disease - Pol Lmt \$2,000,000 E.L. Disease-Each Emp \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation Policy WLRC66921402 provides coverage for AL, AK, AR, AZ, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, ME, MD, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV.
 SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

City of Monroe 806 West Main St Monroe, WA 98272-2125	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule)	
POLICY NUMBER See Page 1		12500 Jefferson Avenue Newport News, VA 23602	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The Public Entity is included as an Additional Insured under General Liability as required by written contract but only with respect to liability arising out of Named Insured's operations.

General Liability and Auto Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured.

Coverage for XCU is provided under the General Liability policy.

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAIC#: 20702
 POLICY NUMBER: RWCC66921281 EFF DATE: 05/01/2020 EXP DATE: 05/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation &	E.L. Each Accident	\$2,000,000
Employers Liability - WI	E.L. Disease -Pol Lmt	\$2,000,000
Per Statute	E.L. Disease-Each Emp	\$2,000,000

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

<u>Entity Name</u>	<u>Entity Name</u>
AC Wholesalers	Ferguson HVAC – EastWest Air
ACF Environmental (effective 11/16/2020)	Ferguson HVAC – Lyon Conklin
Action Automation, a Wolseley Industrial Group company (eff 8/20/2018)	Ferguson Integrated Services
Action Plumbing Supply (effective 7/15/2019)	Ferguson International
ADL (effective 7/16/2018)	Ferguson Panama, S.A.
Alaska Pipe & Supply	Ferguson Parts & Packaging
Amerock, LLC (effective 1/11/2021)	Ferguson Valve & Automation
Amerock Holdings, Inc. (effective 1/11/2021)	Ferguson Waterworks
Andrews Lighting & Hardware Gallery	Ferguson Waterworks - Municipal Pipe
The Ar-Jay Center	Ferguson Waterworks - Red Hed
Atlantic American Fire Equipment Company	Ferguson Waterworks EPPCO
Avallon Global	Ferguson Waterworks International
BAC Appliance Center	Galleria Bath & Kitchen Showplace
Bath + Beyond	Grand Junction Pipe (effective 9/24/2018)
Bayport Partners, LLC	HM Wallace, Inc.
Blackman Plumbing Supply, LLC (effective 12/11/2018)	H. P. Products Corporation
Brock-McVey (effective 7/30/2018)	HP Logistic, Inc.
Bruce-Rogers Company	Improvement Brands Holdings, Inc.
Build.com, Inc. (fka Improvement Direct, Inc.)	Industrial Hub of the Carolinas
Cal-Steam	Innovative Soil Solutions LLC (effective 7/29/2019)
Capital Distributing (effective 10/29/2018)	James Martin Signature Vanities, LLC (effective 1/28/2019)
City Lights Design Showroom	J&G Products
CFP	Jones Stephens Corp. (effective 8/13/2018)
Clawfoot Supply, LLC	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
Cline Contract Sales	J.D. Daddario Company
Columbia Pipe & Supply LLC (eff 3/13/2020)	Joseph G. Pollard Co.
Custom Lighting & Hardware	JWIT Hydrotherapy Bath Solutions (effective 3/16/2020)
Davies Water	Karl's Appliances
DBS Holdings, Inc.	Kitchen Art (effective 2/4/2019)
Dealernet	Lakeland Plumbing Supply, LLC
Duhig Stainless (effective 3/12/2018)	Lighting Design Center
Energy & Process Corporation	Lighting Unlimited
Equarius Waterworks, Meter & Automation Group	Lincoln Products
Factory Direct Appliance	Linwood Pipe and Supply
Ferguson Bath & Kitchen Gallery	Living Direct, Inc.
Ferguson Bath, Kitchen & Lighting Gallery	Louisiana Utilities Supply Company
Ferguson.com	LUSCO
Ferguson CESCO, Inc.	Mahwah Realty, LLC
Ferguson Direct	Maskir Properties Inc.
Ferguson CeSCO, Inc.	Matera Paper Company, Inc.
Ferguson Enterprises, Inc.	Max Industries, Ltd. (effective 1/28/2019)
Ferguson Enterprises, LLC	McFarland Supply
Ferguson Enterprises of Virginia, LLC	MFP Design (effective 3/25/2020)
Ferguson Facilities Supply (FEI)	Michigan Meter
Ferguson Facilities Supply (for Matera Paper -TX only)	Millennium Lighting, Inc. (effective 8/27/2018)
Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)	Mission Valley Pipe (effective 6/3/2019)
Ferguson Fire & Fabrication, Inc.	Mississippi Utility Supply Co. (MUSCO)
Ferguson Fire & Fabrication International	Myers HVAC Supply
Ferguson Heating & Cooling	National Fire Products
Ferguson Hospitality Sales	New Jersey Plumbing Group, LLC
Ferguson HVAC – Air Cold	New York Plumbing Designs, LLC

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

PAGE 2 - DBA & SUBSIDIARY LIST	Entity Name
<u>Entity Name</u>	Wolseley de Puerto Rico, Inc.
North Point Plumbing Supply, LLC	Wolseley Financial Services
Orange County Plumbing Group, LLC	Wolseley Industrial Group
Palm Designs LLC	Wolseley Integrated de Mexico S.A. de C.V.
PCS Industries	Wolseley Investments North America, Inc.
PL Sourcing	Wolseley Investments, Inc.
Plumb Source	Wolseley NA Construction Services, LLC
Plumbing Décor	Wolseley NA Finance, Inc.
Plumbing Holdings Corp.	Wolseley Staffing de Mexico S.A. de C.V.
Pollardwater	WPCC Forwarding
Powell Pipe & Supply Co.	Wright Plumbing Supply
Power Equipment Direct Inc.	
Process Instruments & Controls, LLC (effective 9/9/2019)	
Professional's Bath Source	
PV Sullivan Supply	
Ramapo Wholesalers	
RB Huntington Realty, LLC	
Rencor Controls (effective 3/16/2020)	
Robertson Supply (effective 11/19/2018)	
Rocky Hollow Realty, LLC	
Renwes Sales	
Redlon & Johnson	
Reese Kitchen, Bath & Lighting Gallery	
S.W. Anderson Sales Corporation (effective 11/11/2019)	
Safe Step Walk in Tub, LLC (effective 7/31/2018)	
SG Supply Co.	
Ship-Pac	
Signature Hardware	
SimplyPlumbing, LLC	
SOS Sales	
Southampton Realty Corp.	
Stock Loan Services, LLC	
Supply.com	
Tarpon Wholesale Supplies	
The Davidson Group	
The Plumbing Source	
The Stock Market	
Tinkar Realty, LLC	
TotalFab, LLC	
TPW Kitchen & Bath	
Wallwork (effective 12/10/2018)	
Wanlyn Realty Corp.	
Waterworks Industries	
Webb Distributors	
Western Air Supply	
Westfield Lighting	
Wholesale Group	
Wholesale Group Operations, Inc.	
Wolseley (Barbados) Ltd	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented by you.</p> <p>However, the insurance provided will not exceed the lesser of:</p> <ul style="list-style-type: none">.The coverage and/or limits of this policy, or.The coverage and/or limits required by said contract or agreement.	<p>All locations.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into.	All locations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION
COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT
FOR ALL PROJECTS AND LOCATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project or a single designated "location":
1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.
 5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.
 6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project or single designated "location":

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
- "Location" means any premise that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".
- F. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Schedule

Designated Construction Project(s) or Designated Location(s):

As required by written contract

Total Aggregate Limit for all Projects and Locations: \$ 12,000,000

ATTACHMENT "J"
CONTRACT BOND EXAMPLE

Bonds

Performance, Payment and Guaranty Bond:

The Contractor shall furnish a surety bond in the full amount of the Contract price which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors and material men. This bond shall be in force until completion of the project and acceptance by the City, and also for such period following acceptance by the City during which the law allows liens to be filed and sued upon. The bond shall cover for a period of two (2) years after acceptance by the City, as respects faulty workmanship and materials. This performance bond shall be furnished by a corporate surety company rated A-VII or higher by A. M. Best, authorized to do business in the State of Washington, acceptable to the City, and subject to the approval of the attorney as to form.

PERFORMANCE, PAYMENT AND GUARANTY BOND

Contract No. _____

_____, as Principal, and _____,
as Surety, a corporation duly licensed and authorized to do business in the State of Washington, are held and firmly bound unto the CITY OF KENNEWICK, hereinafter called "City", in the full sum of _____, (\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded and has entered into that Contract, dated _____ and attached hereto, with City to perform the work as specified in the Contract documents entitled Kennewick AMI Infrastructure installation, according to the terms, conditions and covenants specified in the Contract, including all of the Contract documents therein referred to which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein.

NOW, THEREFORE, if Principal shall perform all of the requirements of the Contract documents required to be performed on its part, at the times and in the manner specified therein; and

If Principal shall pay for all materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, and for all amounts due under applicable State law for any work or labor thereon; and

If Principal shall pay the sales, use and any other applicable taxes of the State of Washington or any political subdivision of the State relating to the Contract or to the work performed under the

Contract, and pay amounts due the State pursuant to Titles 50 and 51 of the Revised Code of Washington; and

If Principal shall indemnify and hold the City harmless from any defects in the workmanship or materials incorporated into the work for a period of two years after the final acceptance of the work.

THEN the obligation of Principal and Surety under this Bond shall be void, but otherwise it shall remain in full force and effect.

This Bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

Any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of the Contract documents, shall not in anyway release Principal or Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract documents release either Principal or Surety, and notice of such alterations or extension of the Contract is hereby waived by Surety.

IT IS FURTHER AGREED that nothing of any kind or nature that will not discharge the Principal shall operate as a discharge or release of the Surety, regardless of law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

SIGNED AND SEALED, this _____ day of _____, 20____

	<i>(Seal)</i>	
Principal:		Surety:
_____		_____
<i>(Principal – Print Name)</i>		<i>(Surety – Print Name of Company)</i>
By: _____		By: _____
_____		_____
<i>(Print Name)</i>		<i>(Print Name)</i>
_____		_____
<i>(Signature)</i>		<i>(Signature)</i>
Its: _____		Its: _____
_____		_____
<i>(Title)</i>		<i>(Title)</i>

ATTACHMENT "K"
METER BOX SURVEY KEY

Meter box Survey Key

1= Box Good Condition

2= Box Okay, Light Dig Out, Lid Questionable

3= Box Okay, Heavy Dig Out & Possible Lid Replacement Needed

4= Vactor Needed, Double Stacked Boxes, Lid Replacement Needed

5= Boxes Bad, Vactor Needed, Boxes (sqr and rnd) Set in Concrete or Vault

Sm concrete lid 18" x 11 1/4"

Lg concrete lid 26 3/4" x 15 1/8"

Sm plastic lid 15 1/8" x 10 1/8"

Lg plastic lid 22 3/4" x 13 3/8"

Sm composite lid 23 1/8" x 13 1/8"

Lg composite lid 30 5/8" x 17 1/2"

Sm metal lid 15 1/4" x 9 3/4"

Lg metal lid 18" x 11"

XL metal lid 23 1/4" x 13 3/4"

Sm traffic lid 23 1/4" x 13 3/4"

Med traffic lid 30 1/2" x 17 1/2"

Lg traffic lid 34" x 21 3/8"

Sm round lid 8" Diameter

Lg round lid 17 3/4" Diameter

Man Hole Lid 24 3/4" Diameter

Vault Various Sizes

Council Agenda Coversheet



Agenda Item Number	3.e.	Council Date	09/21/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Sensus AMI FlexNet FCC Lease Agreement		
Ordinance/Reso #		Contract #	
Project #	P1822	Permit #	
Department	Public Works		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That City Council authorize the City Manager to sign the agreement with Sensus to provide Advanced Metering Infrastructure (AMI) FCC lease agreement for the FlexNet communications network.

Motion for Consideration

I move to authorize the City Manager to sign the agreement with Sensus to provide Advanced Metering Infrastructure (AMI) FCC lease agreement for the FlexNet communications network.

Summary

As part of the Advanced Metering Infrastructure System, the FlexNet communications network is provided by Sensus utilizing a dedicated and licensed radio frequency through the FCC. This agreement with Sensus provides for use of their licensed radio frequency for communications.

There are no costs associated with this lease agreement.

Alternatives

None recommended

Fiscal Impact

None

Through	John Cowling Sep 15, 05:38:18 GMT-0700 2021
Dept Head Approval	Cary Roe Sep 15, 07:15:46 GMT-0700 2021
City Mgr Approval	Marie Mosley Sep 16, 20:39:48 GMT-0700 2021

Attachments: Agreement

Recording Required?

Software as a Service and Spectrum Lease Agreement

between

**City of Kennewick
("Customer")**

and

**Sensus USA Inc.
("Sensus")**

IN WITNESS WHEREOF, the parties have caused this Software as a Service and Spectrum Lease ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Software as a Service and Spectrum Lease between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

Customer: City of Kennewick

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease

Part 2: Agreement

Exhibit A Software

Exhibit B Technical Support

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1.

Customer/Lessee Name: City of Kennewick		
Attention To: DPW/ Utility Services Manager		Name of Real Party in Interest: John Cowling
Street Address: 210 W 6 th Ave		City: Kennewick
State: WA	Zip: 99336	Phone: (509) 585-4301
Fax:		Email: john.cowling@ci.kennewick.wa.us

Is Customer contact information same as above? Yes No (If No, complete box 2 below)

2.

Additional Customer/Lessee Contact Information

Company Name:		
Attention To:		
Street Address:		City:
State:	Zip:	Phone:
Fax:		Email:

3.

Customer/Lessee is a(n) (Select one): Individual | Unincorporated Association | Trust
 Government Entity | Corporation | Limited Liability Company | General Partnership
 Limited Partnership | Limited Liability Partnership | Consortium | Other _____

4.

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does not have a Form 602 on file. Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5.

Customer Tax ID: 91-6001253

6.

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.

Name	John Cowling
Title:	Utility Services Manager
Email:	john.cowling@ci.kennewick.wa.us
Phone:	(509) 585-4301

7.

Ownership Disclosure Informaiton

Customer/Lessee to list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.

	US Citizen?	Ownership Disclosure?
Mayor: Don Britain	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Steve Lee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Brad Beauchamp	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Jim Millbauer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Council Member: Charles Torelli	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: John Trumbo	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: Bill McKay	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Council Member: NA	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member: NA	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member: NA	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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9.

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

10.

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	<input checked="" type="checkbox"/> Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	<input checked="" type="checkbox"/> Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	<input checked="" type="checkbox"/> Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	<input checked="" type="checkbox"/> Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	<input checked="" type="checkbox"/> Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	<input checked="" type="checkbox"/> Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	<input checked="" type="checkbox"/> Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	<input checked="" type="checkbox"/> Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

By:		Title:	
Name:		Date:	
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: Agreement

1. General

- A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

2. Software.

- A. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

3. Spectrum

- A. **Definitions in this Section 3.** In this Section 3 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
- B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Spectrum Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
- C. **FCC Forms.** At the Federal Communications Commission ("FCC"), Sensus will; (1) obtain an FCC Registration Number ("ERN") for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
- i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to: (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number ("TIN").
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- E. **Permitted Use of Spectrum Lease and Equipment.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct Field Devices or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the FlexNet Equipment and Leased Spectrum, and from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
- F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
- G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
- H. **FCC Compliance.** The following FCC requirements apply
- i. Pursuant to 47 CFR 1.9040(a);
 - a. Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - b. If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - c. This Agreement is not an assignment, sale or other transfer of the FCC License;
 - d. This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - e. In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that;
 - a. Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus is responsible for engineering the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - b. Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
 - iii. Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xylem.com. Customer may not pause or discontinue operations for more than 180 days.
- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

4. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply.

The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT

- B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. **Services.**

- A. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- B. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- C. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

6. **General Terms and Conditions.**

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the Software License and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property Rights.**
- i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data.
 - iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.

- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
 - I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
 - J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
 - K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
 - L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("**Disputes**") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
 - M. **Acknowledgement of Events.** The Parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The Parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The Parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
 - N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
 - O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
 - P. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
 - Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**
- A. "**Affiliate**" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. "**Confidential Information**" means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
 - C. "**End User**" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
 - D. "**Field Devices**" means the SmartPoint Modules .
 - E. "**FlexNet Base Station**" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
 - F. "**FlexNet System**" is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
 - G. "**Force Majeure**" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
 - H. "**In/Out Costs**" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
 - I. "**Intellectual Property**" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
 - J. "**LCM**" identifies the load control modules.
 - K. "**Ongoing Fee**" means the annual or monthly fees, as applicable, to be paid by Customer during the Term of this Agreement.

- L. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- M. **"Permitted Use"** means only for reading Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- N. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- O. **"Release"** means both Updates and Upgrades.
- P. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- Q. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- R. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- S. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- T. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- U. **"Server Hardware"** means the RNI hardware.
- V. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- W. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- X. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Y. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- Z. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both: (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Sensus Analytics
 - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).
 - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - (d) Correlate incidents and problems where applicable.
 - (e) Sensus personnel will use the self-service portal to document and track incidents.

- (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
 - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - (c) Conduct period penetration testing of the network and data center facilities.
 - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - (e) Perform anti-virus and Malware patch management on all systems.
 - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
 - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. Software as a Service does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

- ii. **Calculations**
 - a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
 - b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. **Exceptions.** Exceptions mean the following events:
 - Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
 - a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer.**
 - i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("**Customer's Systems**") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between

the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. Device Access
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - i. # of unknown radios with drill down to the list of meters.
- iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
 - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.

- vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

- i. Alarm Insight
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
- ii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
 - d. Allows creation of an alert from the available system events from smart points and assign to a group.
 - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. Third Party Software.

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:


Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	<ul style="list-style-type: none"> Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into Salesforce Knowledge Base. Fix incorporated into future release.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
 - 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

Council Agenda Coversheet 	Agenda Item Number	3.f.	Council Date	09/21/2021	Consent Agenda	<input checked="" type="checkbox"/>	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	<input type="checkbox"/>
	Subject	WaterSmart AMI Customer Portal Software				Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>	
	Project #	P1822	Permit #		Quasi-Judicial	<input type="checkbox"/>	
	Department	Public Works					

Recommendation

That City Council authorize the City Manager to sign the agreement with WaterSmart software platform to provide Advanced Metering Infrastructure (AMI) customer portal services.

Motion for Consideration

I move to authorize the City Manager to sign the agreement with WaterSmart software platform to provide Advanced Metering Infrastructure (AMI) customer portal services.

Summary

An agreement with WaterSmart provides a software platform that delivers a complete self-serve customer portal. The portal provides a single place for customers to see their consumption, check and resolve leaks, view bills, complete digital forms, receive personalized monthly bill explainers and receive targeted messages about Utility promoted events and programs.

WaterSmart is able to provide a link to the City's separate website for customers payments.

The customer portal can be viewed and is accessible from any mobile-optimized web application, accessible from any Internet-connected device (computer, tablet, smartphone).

WaterSmart will send out a customized letter to each customer explaining and welcoming them to sign-up for the access.

The total cost is \$355,239 over 5-years. The initial 1st year cost is \$96,000, which includes; the software platform, one-time setup fee, Eden integration, customer mailers, and printed leak alerts (for those not yet signed up for portal access).

- Year 1 - \$96,000.00
- Year 2 - \$62,905.00
- Year 3 - \$69,230.80 (UB/Munis Integration)
- Year 4 - \$63,473.63
- Year 5 - \$63,629.57

Alternatives

None recommended

Fiscal Impact

Public Works Trust Fund Loan (Year 1 only)/ Water and Sewer Fund 5-year Agreement Total \$355,239.00

Through	John Cowling Sep 14, 14:42:22 GMT-0700 2021	Attachments: <input type="checkbox"/> Agreement Order Form <input type="checkbox"/> Recording Required?
Dept Head Approval	Cary Roe Sep 14, 16:53:25 GMT-0700 2021	
City Mgr Approval	Marie Mosley Sep 16, 20:45:05 GMT-0700 2021	



TERMS AND CONDITIONS

This agreement is made between WaterSmart Software, Inc. (“WaterSmart”), a Delaware Public Benefit Corporation, and the City of Kennewick, Washington (“Utility”). In addition, for the protection of Utility and WaterSmart, certain customary legal terms are set forth below and on the “Software-as-a-Service Provisions” attached. This document and its incorporated attachments are together referred to as the “Agreement”.

1. The term of the Agreement begins when signed by Utility and shall end 60 Months from such date if not extended as provided for herein.
2. Payment by Utility under this Agreement for the initial term specified above is outlined in the Order Form. WaterSmart shall invoice Utility upon signing of the Agreement and be compensated as set forth in the Order Form, and Utility shall pay invoices within 30 days of receipt. WaterSmart shall be entitled but not obligated to suspend services due to delinquent payments, and any late payments shall be subject to an additional charge of the lesser of either (i) 1.5% per month; or (ii) the maximum interest rate permitted by law.
3. Each party has the right to terminate this Agreement if the other party has materially breached the Agreement and such breach remains uncured for a period of thirty days after written notice of such breach is sent to the breaching party.
4. WaterSmart is an independent contractor, and shall not be considered an officer, agent, or employee of Utility.
5. WaterSmart shall perform its services in a timely and professional manner consistent with standards generally and reasonably expected of software-as-a-service vendors serving water utilities in the United States. WaterSmart and its pertinent contractors have and shall maintain any applicable licenses or authorizations necessary to provide their services to Utility.
6. The Software-as-a-Service Provisions attached are incorporated by reference and include terms covering intellectual property rights, confidentiality, cooperation of the parties, limitation of liability, and certain other terms. Also included are terms applicable to bill payment, leak alert and group messenger services if such services are elected by Utility.
7. WaterSmart shall hold harmless, defend and indemnify Utility and its officers, directors, employees and volunteers from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of WaterSmart’s services, to the extent caused by any grossly negligent act or omission of WaterSmart, any of its subcontractors, and anyone employed by any of them, except if caused by the active negligence, sole negligence, or willful misconduct of Utility. WaterSmart’s defense and indemnity obligations under

this Agreement shall be limited and shall not exceed the fees received by WaterSmart for the services that give rise to the liability in the twelve months preceding the accrual of such liability. The foregoing general defense and indemnity provisions shall not apply to contexts excluded by other express terms of this Agreement.

8. If Utility elects to make available to its end users optional bill payment services offered by or supported by WaterSmart, which may or may not be integrated within WaterSmart’s electronic interfaces, Utility acknowledges that such services are provided directly to Utility by a third party independent contractor. Such services shall not be supported by WaterSmart until Utility enters into a mutually acceptable commercial agreement directly with such third party which shall govern Utility’s rights and obligations with respect to such services. The indemnity provisions above shall not apply to bill payment services, and any indemnity for such services shall be provided by the referenced third party provider.
9. Unless otherwise specified, WaterSmart shall maintain the following policies of insurance in full force and effect during the term of the Agreement in the amounts shown below.

Commercial General Liability Insurance (policy as broad as the standard ISO form)	\$1,000,000 per occurrence / \$2,000,000 aggregate per policy
Professional Liability (errors and omissions, including cyber coverage)	\$5,000,000 per claim
Automobile Liability Insurance including hired, and non-owned vehicles	\$1,000,000 per accident
Workers’ Compensation	As required by statute

10. All insurance coverages of WaterSmart are primary insurance as to Utility.
11. Upon request by Utility, a certificate of insurance shall be promptly provided by WaterSmart confirming the coverages above.
12. WaterSmart shall comply, and upon request shall certify its compliance with, any conflict of interest avoidance requirements of Utility.
13. Upon or before external launch of WaterSmart’s services, Utility and WaterSmart shall cooperate to mutually approve a press release announcing the parties’ relationship. Each party may disseminate and display such press release and/or its contents, and may reference its relationship with the other party by name and display of the other’s logo, online and offline and in subsequent communications with third parties.
14. Utility may extend or expand the agreement beyond the initial term provided for above by signing a mutually acceptable Order Form prior to the expiration of the initial term.

15. This Agreement may be executed in counterparts, including by electronic delivery. It states the complete agreement of the parties concerning its subject matter,

and it may be extended or amended only in a writing signed by both parties.

16. Notices shall be sent to each party at the addresses in the signature block.

IT IS SO AGREED.

WATERSMART SOFTWARE, INC
1321 Upland Dr., Ste. 8389
Houston, TX 77043

The City of Kennewick, Washington
210 W 6th Ave
Kennewick, WA 99336

By: _____

Name: _____

Date: _____

By:

Marie Mosley, City Manager

Effective Date: _____

Software-as-a-Service Provisions

BACKGROUND: WATERSMART's customer engagement and data analytics services are to be provided primarily by utilization of WATERSMART's proprietary software hosted on WATERSMART's computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers' computer systems. Companies like WATERSMART are commonly referred to as "SaaS" or "software-as-a-service" providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling WATERSMART's SaaS service model and providing substantial cost savings for Utility, are set forth below and incorporated by reference in the Agreement. Also included below are additional terms applicable to bill payment, leak alert and group messenger services if such services are elected by Utility.

A. WATERSMART's reservation of intellectual property rights WATERSMART has created, acquired or otherwise currently has rights in, and may, in connection with the performance of this Agreement or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen and print designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world ("WATERSMART IP"). Utility acknowledges that WATERSMART owns and shall own all intellectual property rights in and to deliverables hereunder, the WATERSMART IP and derivative works of WATERSMART IP (whether independently or jointly conceived), regardless of whether or not incorporated in any print or electronic Water Reports, Customer Portal, Utility Dashboard, or other software or deliverable provided to Utility by WATERSMART, and that Utility shall acquire no right or interest in the same.

Utility agrees to assign, and hereby does assign, any right, title and interest in any suggestions, enhancement requests, or other feedback provided by Utility relating to services offered by WATERSMART. If and to the extent any such assignment is ineffective, Utility hereby grants to WATERSMART a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its services any such suggestions, enhancement requests, or other feedback provided by Utility.

Subject to the foregoing, authorized employees and customers of Utility may during the term of the Agreement access and use the WATERSMART SaaS services, print and electronic Water Reports, Customer Portal, Utility Dashboard, Extended Messaging Services, other deliverables provided to Utility by WATERSMART, and applicable bill presentment services, each as so specified by the Scope of Work, for purposes of Utility's customer engagement program, customer billing, and for Utility's internal purposes, so long as Utility is current with respect to its financial and other obligations under the Agreement. Such authorization is limited to Utility's service territory and is non-exclusive, non-transferable, and non-sublicenseable. If Utility enters into an agreement with a third party contractor of WATERSMART related to bill payment services, the intellectual property provisions of such agreement shall apply with respect to intellectual property owned or controlled by such third party. Any rights not expressly granted herein are reserved by WATERSMART and its licensors.

B. Utility's cooperation in providing necessary inputs Deliverables to be provided by WATERSMART via its proprietary software require certain data from Utility. Utility shall provide WATERSMART with those data, records, reports, approvals and other inputs identified for Utility to provide in the Scope of Work or otherwise requested by WATERSMART. Utility shall ensure that such inputs are accurate and within Utility's legal rights to share with WATERSMART subject to the confidentiality and other applicable provisions of the Agreement. Time is of the essence, and Utility shall provide its inputs within the timeframes specified for Utility by the Scope of Work. If bill payment services are included in the Scope of Work, Utility shall cooperate with WATERSMART and its applicable third party partner(s) in timely providing the data, records, reports, approvals and other inputs requested for such services. WATERSMART shall not be responsible for delays outside WATERSMART's control, and deadlines for WATERSMART's performance

shall be adjusted, if necessary, to accommodate delays by Utility.

C. Confidentiality and WATERSMART's use of aggregated data All data, documents and other information received or accessed by one party ("Receiver") from the other party or its end users (collectively, "Discloser") for performance of this Agreement, including without limitation personally identifiable information and financial information, are deemed confidential. Such information shall not be used or disclosed by the Receiver without the prior written consent of the Discloser or owner (which may include without limitation consent by end users to share any information with additional users they authorize), except to the Receiver's employees and contractors on a need-to-know basis for performance of this Agreement with appropriate confidentiality protections. For this purpose, protected confidential information shall not include (i) information that, at the time of disclosure, is publicly available or generally known or available to third parties, or information that later becomes publicly available or generally known or available to third parties through no act or omission by the Receiver; (ii) information that the Receiver can demonstrate was in its possession prior to receipt from the Discloser; (iii) information received by the Receiver from a third party who, to the Receiver's knowledge and reasonable belief, did not acquire such information on a confidential basis from the Discloser; (iv) information the Receiver can demonstrate was independently developed by it or a third party; or (v) information that the Receiver is legally required or compelled by a court to disclose.

The foregoing confidentiality obligations are subject to the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. Utility hereby gives its permission to WATERSMART to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to Utility end customers and their water consumption, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section C shall survive any termination or expiration of the Agreement. Each party shall post and comply with its applicable privacy policy.

D. Software corrections and third party acts; limitation of liability for SaaS services In the

event that WATERSMART's services fail to meet specifications or other requirements specified by the Scope of Work, Utility shall promptly notify WATERSMART and WATERSMART shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally specified. If WATERSMART promptly makes such correction or substitution, WATERSMART shall have no further liability with respect to said defect(s), notwithstanding any other provision of the Agreement. All warranties not expressly stated in the Agreement are disclaimed. Utility understands that Utility's use of WATERSMART's services provided online may be interrupted by circumstances beyond WATERSMART's control involving third parties, including without limitation computer, telecommunications, network, Internet service provider or hosting facility failures or delays involving hardware, software, networks, or power systems not within WATERSMART's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts"). WATERSMART shall not be responsible or otherwise liable for any Third Party Acts, including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third Party Acts, provided that WATERSMART has exercised due care. However, in the case of any Third Party Act which will delay or prevent WATERSMART from providing online services to Utility, WATERSMART will promptly notify Utility and assist in mitigating any impact. NEITHER PARTY WILL BE LIABLE TO THE OTHER, UNDER ANY CLAIM RELATING TO THIS AGREEMENT, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE or CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES. Under no circumstances or event shall WATERSMART's total cumulative liability for losses or damages of any kind arising under or relating to this Agreement and under any theory (contract, tort, defense and indemnity, or otherwise), exceed the fees received by WATERSMART for the services that give rise to the liability in the twelve months preceding the accrual of such liability. The foregoing limited remedy and limitation of liability provisions shall apply notwithstanding any conflicting provisions or any failure of essential purpose with respect to a limited remedy or limitation of liability, and shall survive any termination or expiration of the Agreement. Utility acknowledges that pricing for WATERSMART's services would be substantially higher without the aforementioned limitations.

E. Technology and services infrastructure vendors WATERSMART as a SaaS provider utilizes the secure cloud hosting platform of a third party industry leader in cloud computing with state-of-the art security to host the data of all WATERSMART customers. WATERSMART utilizes a reputable third party vendor to perform printing and mailing services when included within the scope of WATERSMART's work. For bill payment services, including credit card, debit card, and ACH payments and authentication, WATERSMART works with leading edge, reputable third party vendors specializing in such functions. Since the referenced cloud hosting platform, printing and mailing vendors, bill payment services providers, and certain other vendors performing similar or related functions, are integral components of WATERSMART's technology and services infrastructure used across its pertinent customer base and are not specific to Utility and services under this Agreement, Utility acknowledges that such utilization or collaboration is not considered subcontracting of WATERSMART's services under this Agreement.

If Utility elects to make bill payment services available to its end customers, the pertinent end users and Utility assume all risks associated with such services, and no indemnity provisions in favor of Utility shall apply to such services, except in the event of WATERSMART's willful misconduct. In the absence of willful misconduct by WATERSMART, Utility's sole remedies related to bill payment services shall be from the independent third party provider of such services in accordance with any contract between Utility and such provider. If Utility enters into an agreement with any third party contractor of WATERSMART for any other services ancillary or related to the services provided by WATERSMART during the term of this Agreement, Utility shall first seek and exhaust all remedies from such third party contractor prior to seeking any remedy from WATERSMART with respect to such services.

With respect to all bill payment services, as well as any services provided by independent third party contractors not in contract with WATERSMART, including without limitation any such services which at Utility's request or direction are integrated by WATERSMART into its electronic interfaces for Utility, WATERSMART shall not be responsible for services provided by such third parties. In furtherance of the foregoing, Utility shall hold harmless, defend and indemnify WATERSMART and its officers, directors, employees, contractors, representatives and volunteers from and against all claims,

damages, losses and expenses, including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to such third party services, except in the event of WATERSMART's willful misconduct.

F. Compliance With Laws WaterSmart shall comply with all federal, state and local laws, regulations, regulatory rulings, and ordinances as may be applicable to the performance of its services under this Agreement. Utility shall comply with all federal, state and local laws, regulations, regulatory rulings, and ordinances related to this Agreement, and shall have sole responsibility for securing any necessary regulatory approvals, if any, for this Agreement and/or the services hereunder.

Utility shall be responsible for obtaining from its end customers any consents and providing any notices, if any are legally required, for the services to be provided by WaterSmart hereunder, as well as any bill payment or other third party services elected by Utility.

G. Extended Messaging Services If Utility elects to utilize WATERSMART's leak alert or group messenger services, certain supplemental legal terms shall apply. These supplemental terms ("Extended Messaging Terms") are set forth below and shall prevail in the event of any conflict or inconsistency. For avoidance of doubt, the Extended Messaging Terms apply to all WATERSMART services involving automated phone calls (conventional and mobile), pre-recorded messages, text messages, and other such bulk communications (including emails outside of WATERSMART's core customer engagement offerings) (collectively, "Extended Messaging Services").

1. Utility shall be solely responsible for the content of any messages or communications to end customers which Utility initiates or authorizes in connection with the Extended Messaging Services, as well as Utility's selection of any vehicle (ie., conventional phone, mobile phone, text, email) for such messages or communications. WATERSMART shall have no responsibility or liability of any kind with respect to messages or communications initiated or authorized by Utility or its representatives. In furtherance of the foregoing, Utility shall hold harmless, defend and indemnify WATERSMART and its officers, directors, employees, contractors, representatives and volunteers from and against all claims, damages, losses and expenses including without limitation any statutory damages,

penalties, and attorney's fees, arising out of or relating to the Extended Messaging Services or any breach by Utility of the Agreement including without limitation these Extended Messaging Terms, except in the event of WATERSMART's willful misconduct. For avoidance of doubt, if the Agreement has other indemnity provisions in favor of Utility such provisions shall not apply to the Extended Messaging Services, except in the event of WATERSMART's willful misconduct.

2. If Utility elects to make available to its end customers Extended Messaging Services offered by WATERSMART to alert end users of potential leaks or high water usage, the pertinent end users and Utility assume all risks associated with such alerts, and no indemnity provisions in favor of Utility shall apply to such risks (including without limitation any liability claims for failure to alert or inaccurate alerts), except in the event of WATERSMART's willful misconduct.
3. With respect to Extended Messaging Services, WATERSMART's role is limited to delivering via its technology platform Utility's communications through vehicles selected by Utility; accordingly, compliance with applicable laws (which may vary by state and locale) is strictly Utility's responsibility with respect to Extended Messaging Services

notwithstanding any provision to the contrary.

4. Utility is encouraged to consult legal counsel of its own with respect to this Agreement and in reference to Federal Communications Commission Declaratory Ruling FCC 16-88 (released August 4, 2016), any Extended Messaging Services, and compliance with applicable federal, state and local laws, regulations and regulatory rulings, and ordinances. Utility shall not rely on WATERSMART or WATERSMART's representatives for legal advice or guidance concerning the content or appropriate vehicles (ie., conventional phone, mobile phone, text, email) for communications with Utility end customers.
5. In order to provide the Extended Messaging Services at efficient cost and with optimal levels of security and reliability, WATERSMART may utilize one or more third party communications technology and communications services providers. Since such providers are utilized across WATERSMART's pertinent customer base and are not specific to Utility and service choices by Utility under the Agreement, Utility acknowledges that such utilization is not considered subcontracting of WATERSMART's services under the Agreement.



1321 Upland Dr. Suite 8389
Houston, TX 77043
United States

ORDER FORM

Prepared By: Michelle Camp
Email: michelle.camp@vertexone.net
Phone: (512) 422-1647

Client Name:	Kennewick WA, City of	Quote Number:	Q-00508
Contact Name:	Jeremy Lustig	Offer Valid Through:	9/10/2021
Billing Address:	210 W 6th Ave Kennewick, WA 99336	Contract Effective Date:	Last signature date below
Email:	jeremy.lustig@ci.kennewick.wa.us	Contract End Date:	60 months from the Contract Effective Date
Phone:	(509) 585-4419		
Billing Contact:		Payment Frequency:	Annually in Advance
Email:		Payment Terms:	Net 30
Phone:			

Services	Year	Quantity	Sales Price	Total Price
WaterSmart Platform	Year 1	25,000	\$1.90	\$47,500.00
Premium Integration - Invoice Cloud	Year 1	1	\$6,000.00	\$6,000.00
Print Leak Alerts (Bundle up to 1500)	Year 1	1	\$1,500.00	\$1,500.00
WaterSmart Platform Set Up Fee	Year 1	1	\$16,000.00	\$16,000.00
Customer Letters	Year 1	25,000	\$1.00	\$25,000.00
Remote Training	Year 1	1	\$0.00	\$0.00
Custom Services	Year 1	1	\$6,000.00	\$6,000.00
			TOTAL:	\$102,000.00

Services	Year	Quantity	Sales Price	Total Price
WaterSmart Platform	Year 2	25,000	\$1.96	\$49,000.00
Premium Integration - Invoice Cloud	Year 2	1	\$6,180.00	\$6,180.00
Print Leak Alerts (Bundle up to 1500)	Year 2	5	\$1,545.00	\$7,725.00
			TOTAL:	\$62,905.00

Services	Year	Quantity	Sales Price	Total Price
WaterSmart Platform	Year 3	25,000	\$2.02	\$50,500.00
Premium Integration - Invoice Cloud	Year 3	1	\$6,365.40	\$6,365.40
Print Leak Alerts (Bundle up to 1500)	Year 3	4	\$1,591.35	\$6,365.40
			TOTAL:	\$63,230.80



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Houston, TX 77043
United States

Services	Year	Quantity	Sales Price	Total Price
WaterSmart Platform	Year 4	25,000	\$2.08	\$52,000.00
Premium Integration - Invoice Cloud	Year 4	1	\$6,556.36	\$6,556.36
Print Leak Alerts (Bundle up to 1500)	Year 4	3	\$1,639.09	\$4,917.27
			TOTAL:	\$63,473.63

Services	Year	Quantity	Sales Price	Total Price
WaterSmart Platform	Year 5	25,000	\$2.14	\$53,500.00
Premium Integration - Invoice Cloud	Year 5	1	\$6,753.05	\$6,753.05
Print Leak Alerts (Bundle up to 1500)	Year 5	2	\$1,688.26	\$3,376.52
			TOTAL:	\$63,629.57

ORDER TOTAL \$355,239.00

Terms and Conditions

This legally binding Order Form is governed by the Agreement made between WaterSmart Software Inc and Kennewick WA, City of ("Client") attached hereto, which are hereby incorporated into this Order Form by reference. A Client signature below constitutes acceptance of the terms of that Agreement. In the event of a conflict between the Agreement and this Order Form, the Order Form shall control.

Intellectual Property Rights: Except as expressly described in the Agreement or Order Form, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Utility retains all Intellectual Property Rights in Utility data, and WaterSmart retains all Intellectual Property Rights in WaterSmart data, Services and Software.

Effect of Termination: Upon expiration or termination of this Agreement, WaterSmart shall delete Utility data obtained during the Contract Term, except as outlined in Section C of the SaaS Provisions. Prior to the termination date, for no additional charges (i)Utility can download reports of data in Excel format from the WaterSmart Utility Dashboard, (ii)WaterSmart can make files available through a secure FTP site, or (iii) upon request WaterSmart can make these files available to Utility in a SQL format. For further clarification, file attachments are not standard data and therefore are not available in these extract options. Upon Utility written request 30 days prior to termination, WaterSmart can provide a quote for services, based on then current rate card, to extract requested attachments and submit to Utility.

The one-time Custom Services Fee of \$6,000 listed in Year 1 Fees, will be invoiced when Tyler Munis conversion is complete and WaterSmart can re-integrate with Munis. The timing is currently planned for Year 3 of the Contract Term. All other fees will be invoiced annually in advance.

Optional Products

Client has the option to add the following products by September 10, 2021 as follows:

Services	Year	Quantity	Sales Price	Total Price
On-Site Training	Year 1	1	\$5,000.00	\$5,000.00
			TOTAL:	\$5,000.00

Signatures

WaterSmart Software Inc

Kennewick WA, City of

 Name: _____
 Title: _____
 Date: _____
 Signature: _____

 Name: _____
 Title: _____
 Date: _____
 Signature: _____

Program At a Glance

Program Overview

Program Length 60 months

Total Meters 25,000

Meter Data

AMR / Manual Read Yes

AMI Yes

Electronic Bill Presentment & Payments

Bill Display Bill Amount Due and History

Paperless Billing No

Payment Website Integration Embedded Payment Pages

Customer Letter

Customer Letter Yes

Dashboard and Portal

Utility Analytics Yes

Dashboard

Customer Portal Yes

Alert and Notifications

Print Leak Alerts Yes

Water Reports

Water Reports No

Additional Services

On-site Training No

 Premium Integration Description
 1) One-time Custom Services Fee to re-integrate with Tyler Munis once conversion is complete
 2) Annual Fee for Premium Integration - Invoice Cloud (Embedded Payment Pages)

Special Circumstances Custom Services Fee to be assessed when Tyler Munis conversion is complete and WaterSmart can re-integrate with Munis. The timing is currently



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Houston, TX 77043
United States

planned for Year 3 of
the Contract Term.

Council Agenda Coversheet



Agenda Item Number	3.g.	Council Date	09/21/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Interlocal Agreement with Benton PUD		
Ordinance/Reso #		Contract #	
Project #	P1918	Permit #	
Department	Public Works		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That City Council authorize the City Manager to sign a change order not to exceed \$4,176.76 for the Interlocal Agreement with Benton PUD for the Washington Street Corridor Improvements Project.

Motion for Consideration

I move to authorize the City Manager to sign a change order not to exceed \$4,176.76 for the Interlocal Agreement with Benton PUD for the Washington Street Corridor Improvements Project.

Summary

An agreement was executed at the 3/2/21 Council Meeting between the City and Benton PUD in order to establish roles of the jurisdictions in the construction of the City's Washington Street Corridor Improvements Project. The Washington Street Corridor Improvements Project is nearing completion and involves adding landscaping planters, replacing and widening sidewalks, upgrading street lighting and installing a rectangular rapid flash beacon crosswalk, all in an effort to improve pedestrian movement from Kennewick Avenue to Columbia Drive.

As part of the corridor improvements, the City installed underground conduit to support the new street lights and associated electrical outlets in the planter beds. Benton PUD also had plans for this corridor which included constructing underground power in Washington Street from 1st Avenue to Kennewick Avenue in order to provide additional capacity to their system. In order to minimize any conflict with Benton PUD's planned work and the City's corridor improvement project, the decision was made to have the City's contractor complete the work under the Washington Street Corridor Improvements Project and pass the install charges back to Benton PUD. Due to unforeseen conditions discovered during construction, additional costs were incurred as a part of the conduit installation process. This included an additional pole to provide proper vertical clearance over the RR tracks. The attached change order will account for this unforeseen over-run, which will be passed on to Benton PUD at no cost to the City.

Alternatives

None.

Fiscal Impact

No fiscal impact since all contract costs associated with this work, including change orders, are passed through to Benton PUD. There is a 3.0% administration fee assessed to cover City expenses.

Through	Heath Mellotte Sep 14, 14:10:32 GMT-0700 2021
Dept Head Approval	Cary Roe Sep 14, 16:50:25 GMT-0700 2021
City Mgr Approval	Marie Mosley Sep 16, 20:48:20 GMT-0700 2021

Attachments:

Agreement Change Order

Recording Required?

AFTER RECORDING RETURN TO:

City of Kennewick
210 W. 6th Ave.
Kennewick, WA 99336-0108

Attn. Terri Wright, City Clerk

**INTERLOCAL COOPERATIVE PROJECT AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT #1 OF BENTON COUNTY AND CITY OF KENNEWICK
FOR THE P1918 – WASHINGTON STREET CORRIDOR IMPROVEMENTS (1ST AVE.
TO COLUMBIA DRIVE) PROJECT**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as "Interlocal Agreement", entered into this 2nd day of March, 2021, the City of Kennewick, Washington, a municipal corporation, hereinafter referred to as the "City", and Public Utility District #1 of Benton County, Washington, a municipal corporation of the state of Washington, hereinafter referred to as the "Public Utility District #1" enter into the following agreement:

WHEREAS the City is to construct streetscape improvements, landscaping and lighting which will serve bicyclists and pedestrians for a downtown link to new wine venues on Columbia Drive; and

WHEREAS there is a mutual benefit to the City and the Public Utility District #1 to cooperate in maintaining and improving their infrastructure while upholding government efficiency; and

WHEREAS the parties hereto are authorized by RCW 39.34.030 to enter into agreements with one another to jointly carry out the powers and authorities of the parties; NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. The Public Utility District #1 shall provide the City with specifications of the Public Utility District #1 part of the project, which includes, but is not limited to trench excavation, hole excavation, gravel bedding and backfill for vaults, junction boxes and conduit runs, and asphalt and sidewalk restoration work. The work will include furnishing all labor, tools, materials, and equipment required for completion of the improvements as may be necessary in accordance with the specifications, drawings, contract documents, and conditions for the Public Utility District #1's Project. The City will provide an Engineer's Cost Estimate to complete the Public Utility District #1 Project.

Section 2. The City will bid the project so that the cost of the Public Utility District #1's Project shall be included in the scope as a separate schedule of the bid, which may be

accepted or rejected by the Public Utility District #1.

Section 3. The City will bid the City's Project and the Public Utility District #1's Project together (together referred to as the "Projects") in accordance with the legal bidding requirements of the City, and the City select the lowest responsible bidder for the Projects.

Section 4. The City will provide primary oversight, construction management and inspection to install the Projects. The Public Utility District #1 will provide periodic inspections, final inspection, punch list, and approval of the Public Utility District #1's Project. The Public Utility District #1 shall provide the City with a written punch list for the Public Utility District #1's project within 2 working days of completion by the City's contractor. The City shall seek timely completion of the Public Utility District #1's punch list.

Section 5. The City's Project includes, but is not limited to constructing streetscape improvements, landscaping and lighting which will serve bicyclists and pedestrians for a downtown link to new wine venues on Columbia Drive. The work will include furnishing all labor, tools, materials, and equipment required for completion of the improvements as may be necessary in accordance with the specifications, drawings, contract documents, and conditions.

Section 6. Each party shall obtain the necessary permits for their portion of work. The Public Utility District #1 will furnish a copy of its permit to the City.

Section 7. The Public Utility District #1 shall approve trench excavation widths, hole excavation sizes, gravel bedding for the vaults and junction boxes, crushed surfacing top course trench backfill, asphalt restoration and sidewalk restoration associated with their portion of the Project. The Public Utility District #1 shall provide the name and contact information for a Public Utility District #1 representative that has full authority to approve change orders associated with the Project.

Section 8. The Public Utility District #1 shall compensate the City for the contracted bid items that have been identified as their Project in the Contract Proposal. Public Utility District #1 will also be responsible for all change orders that are directly attributed to the Public Utility District #1, of which the City will seek approval from Public Utility District #1 prior to approval of the change order. Public Utility District #1 shall pay the City a 3.0% administration fee of the Public Utility District #1 Project cost to bid and oversee this activity. The City will invoice the Public Utility District #1 on a monthly basis as costs are incurred.

Section 9. The City will require the successful bidder for the Projects to conform to Washington law prescribed for Public Works Projects, including the payment of prevailing wage and the submission of the required performance bond.

Section 10. This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington.

Venue of any suit between the parties arising out of this Agreement shall be the Superior Court for the county of Benton, State of Washington.

Section 11. This Agreement may be changed, modified, or amended only upon written agreement executed by both parties.

Section 12. It is not intended that a separate legal entity shall be established to conduct the cooperative undertaking, nor is the acquiring, or holding, or disposing of real or personal property anticipated. The City of Kennewick is designated as the Administrator of the project.

Section 13. Each party shall defend, indemnify, and hold the other harmless from any claims, damages, causes of action, or judgments arising from, or as a direct result of the negligent or intentional acts of its agents, employees, or officers associated with this Agreement.

Section 14. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, verbal or otherwise, in regard to the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties.

Section 15. This Agreement shall be effective upon execution by both parties and shall remain in effect until City Council accepts the Project as complete, unless terminated at an earlier date by either party without cause if such party provides 30 days prior written notice to terminate. Additionally, if the Public Utility District #1 fails to make payment required herein by its due date, then the City may terminate this Agreement upon not less than 30 days prior written notice to the Public Utility District #1. Upon termination, the Public Utility District #1 will continue to be responsible for any outstanding costs related to the scope of work in Section 1.

Section 16. This interlocal agreement shall be filed as provided by RCW 39.34.

CITY OF KENNEWICK
By: [Signature]
Title: Mayor

BENTON PUBLIC UTILITY DISTRICT
By: [Signature]
Title: AGM

ATTEST BY:
[Signature]
Terri Wright, City Clerk

APPROVED AS TO FORM:
[Signature]
Lisa Beaton, City Attorney



Contract Change Order

2721 W. 10th Ave.
PO Box 6270
Kennewick, WA 99336

1. Contract Change No. 1	2. Contract No. 21-21-07	3. Effective Date 08/27/2021
4. Contract Name & Address City of Kennewick PO Box 6108 Kennewick, WA 99336		5. Contract Cost Adjustment – This Change Only <u> X </u> - INCREASE \$ 4,176.76 <u> </u> - DECREASE \$ + Washington State Sales Tax 6. Contract Schedule Adjustment – This Change Only New Expiration Date:
7. Description of Changes: Increase not-to-exceed amount by \$4,176.76 for new not-to-exceed amount of \$33,657.76. <p style="text-align: center;">EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT</p>		
8. Name of Contractor (Print or Type) Signature _____ By <u> Marie Mosley </u> Title <u> City Manager </u> Date _____		9. Benton PUD (Print or Type) Signature <u> <i>Stephen Hunter</i> </u> By <u> Stephen Hunter </u> Title <u> Assistant General Manager </u> Date <u> 08/27/2021 </u>

Council Agenda Coversheet



Agenda Item Number	3.h.	Council Date	09/21/2021
Agenda Item Type	Final Plat		
Subject	Sunrise Ridge #3		
Ordinance/Reso #		Contract #	
Project #	FP 21-07	Permit #	PLN-2021-02772
Department	Planning		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

It is recommended that the City Council move to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of Sunrise Ridge #3, contingent upon the completion of outstanding Public Works and Planning requirements.

Motion for Consideration

I move to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat for Sunrise Ridge #3, contingent upon the completion of outstanding Public Works and Planning requirements.

Summary

A final plat application has been submitted by David Baalman, PLS (1455 Columbia Park Trail, Richland, WA, 99352), for the final plat of Sunrise Ridge #3. The plat consists of 20 lots on approximately 10.98 acres located at 5514 S Newport Pl. The Comprehensive Plan Land Use Designation is Low Density Residential, and the property is zoned Residential Suburban.

Staff has reviewed the final plat application and has found it to be largely in conformance with all applicable City development regulations, with the exception of the submission of a landscaping plan for common areas within the development, as well as certain Public Works requirements such as the dedication of easements and payment of fees. Prior to signing the final mylar the outstanding conditions will be met. Following Council approval and plat signatures, the plat may be recorded and lots sold to individual owners.

Alternatives

None recommended.

Fiscal Impact

None at this time.

Through	Matt Halitsky Sep 16, 07:49:14 GMT-0700 2021
Dept Head Approval	Anthony Muai Sep 16, 09:06:34 GMT-0700 2021
City Mgr Approval	Marie Mosley Sep 16, 20:51:31 GMT-0700 2021

Attachments:

Recording Required?

PLAT OF SUNRISE RIDGE NUMBER 3

LOCATED IN A PORTION OF THE SW 1/4 OF THE SW 1/4,
AND THE NW 1/4 OF THE SW 1/4 OF
SECTION 24, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON

LEGAL DESCRIPTION

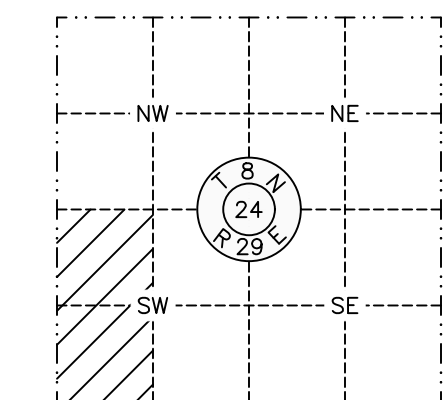
PARCEL A:
LOT 4, SHORT PLAT NO. 2820, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2004-023957, RECORDS OF BENTON COUNTY, WASHINGTON.

PARCEL B:
TRACT A, SUNRISE RIDGE NUMBER 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 707, RECORDS OF BENTON COUNTY, WASHINGTON.

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS IS GRID, US STATE PLANE NAD 83/2011, BASED ON RTK GNSS OBSERVATIONS.
2. ○ = DENOTES SET 5/8"X24" REBAR WITH ORANGE PLASTIC CAP STAMPED "RSI DPB 41028"
3. ● = DENOTES FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED "RSI DPB 41028", PER FINAL PLAT OF SUNRISE RIDGE NO.1 (A.F.# 2018-006809). MONUMENTS VISITED DECEMBER 7-14, 2017.
4. ■ = DENOTES FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED "RSI DPB 41028" PER RECORD SURVEY 4683. MONUMENTS VISITED NOVEMBER 23, 2015.
5. ∞ = DENOTES FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "WORLEY 13352" PER SHORT PLAT 2820, 1508, OR 371. DATE VISITED AUGUST 30, 2021.
6. EQUIPMENT AND PROCEDURES USED: MULTI FREQUENCY GNSS RECEIVERS UTILIZING REAL TIME KINEMATIC METHODS.
7. (M) = MEASURED
(R) = RECORD OF FINAL PLAT OF SUNRISE RIDGE NO. 1, RECORDED IN VOLUME 15, PAGE 0581 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON.
(R1) = RECORD OF PLAT OF SUNRISE RIDGE NO. 2, RECORDED IN VOLUME 15, PAGE 0707 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON.

TRACT USE
TRACT A - FUTURE DEVELOPMENT
TRACT B - FUTURE DEVELOPMENT



SURVEYOR'S CERTIFICATION

I, DAVID P. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 41028) HEREBY CERTIFY THAT THE PLAT OF SUNRISE RIDGE NUMBER 3, AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.



DAVID P. BAALMAN

DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF ROGERS SURVEYING INC. RECORDED IN VOLUME OF PLATS, PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON, AT MINUTES PAST _____ M., THIS _____ DAY OF _____, 20____.

BENTON COUNTY AUDITOR _____ FEE NUMBER _____

RSI ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA, 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

8-23-21 DRN BY: ALM 13721-PLAT.DWG

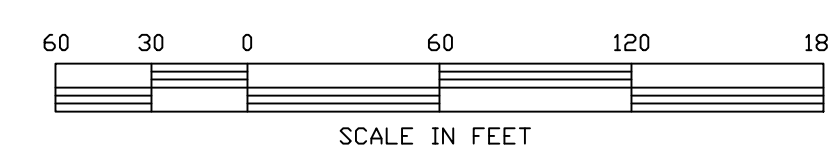
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	64.51	220.00	16°48'05"	N7°14'54"E	64.28
C2	116.15	200.00	33°16'28"	N15°29'05"E	114.52
C3	104.53	180.00	33°16'28"	N15°29'05"E	103.07
C4	63.25	220.00	16°28'23"	N23°53'08"E	63.03
C5	5.94	510.00	0°40'04"	N32°27'21"E	5.94
C6	26.57	470.00	3°14'23"	N33°44'30"E	26.57
C7	86.99	510.00	9°46'20"	N37°40'33"E	86.88
C8	118.75	470.00	14°28'33"	N42°35'58"E	118.43
C9	86.92	510.00	9°45'54"	N47°26'41"E	86.82
C10	297.49	490.00	34°47'09"	N49°30'53"E	292.94
C11	94.74	470.00	11°32'59"	N55°36'44"E	94.58
C12	92.15	510.00	10°21'09"	N57°30'12"E	92.02
C13	38.08	25.00	87°15'42"	S74°58'56"E	34.50
C14	11.08	220.00	2°53'05"	N32°47'37"W	11.07
C15	8.75	220.00	2°16'42"	S33°05'49"E	8.75
C18	48.09	324.57	8°29'19"	N0°16'12"E	48.04
C19	35.39	324.57	6°14'52"	N7°38'17"E	35.37
C20	41.40	324.57	7°18'28"	N14°24'57"E	41.37
C21	60.19	180.00	19°09'28"	N24°39'26"W	59.91
C22	50.78	200.00	14°32'46"	N26°57'47"W	50.64
C23	21.85	200.00	6°15'35"	N16°33'36"W	21.84
C24	33.21	25.00	76°06'36"	S24°37'29"W	30.82

CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C25	27.89	95.00	16°49'19"	N5°01'10"W	27.79
C26	36.75	95.00	22°09'46"	N14°28'23"E	36.52
C27	43.72	95.00	26°22'14"	N38°44'23"E	43.34
C28	135.89	75.00	103°48'38"	N38°28'30"E	118.05
C29	99.65	55.00	103°48'38"	N38°28'30"E	86.57
C30	57.68	95.00	34°47'14"	N69°19'06"E	56.80
C31	6.08	95.00	3°40'05"	N88°32'46"E	6.08
C33	13.65	18.00	43°26'44"	S68°40'57"W	13.32
C34	71.61	55.00	74°36'06"	N84°15'38"E	66.66
C35	52.20	55.00	54°22'38"	S62°33'26"W	50.26
C36	90.05	55.00	93°48'26"	S11°32'06"E	80.32
C37	31.61	55.00	32°55'55"	N73°47'18"W	31.18
C38	37.79	55.00	39°21'46"	N37°38'27"W	37.05
C39	22.50	18.00	71°38'06"	S53°46'37"E	21.07
C41	28.70	100.00	16°26'45"	S81°22'18"E	28.61
C42	5.18	180.00	1°38'53"	N14°15'15"W	5.18
C43	49.20	39.20	71°54'36"	N64°23'03"W	46.03

LINE	DIRECTION	LENGTH
L2	N1°09'09"W	12.85
L4	S1°08'32"E	49.13
L5	N54°37'53"W	18.00
L6	N73°08'55"W	38.53
L7	N89°34'27"W	62.79
L8	S79°54'59"W	75.34
L9	N13°25'49"W	76.82
L10	S89°34'27"E	59.54
L11	N58°02'32"E	21.95
L12	N55°45'50"E	40.00
L13	N0°24'19"E	23.71
L14	N0°24'19"E	32.21
L15	N18°04'11"E	97.10
L16	S34°14'10"E	27.66
L17	N20°34'45"E	24.57

FND WRS BC PER SP2820
DATE VISITED: 11-13-15

FND 2" IP
1/16 COR
PER SP 2820
DATE VISITED: 11-13-15



OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS THAT DJ SUNRISE DEVELOPMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, IS THE OWNER OF THE LAND SHOWN ON THE PLAT OF SUNRISE RIDGE NO. 3, HEREBY DECLARE SAID PLAT AND DEDICATE TO THE PUBLIC, FOR THE USE OF THE PUBLIC FOREVER, ALL EASEMENTS AND RIGHT OF WAYS AS SHOWN HEREON.

JOSEPH JAMES AUST, MEMBER
DJ SUNRISE DEVELOPMENT, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

AUTHORIZED REPRESENTATIVE
GESA CREDIT UNION

JOSEPH J. AUST

JEAN A. AUST

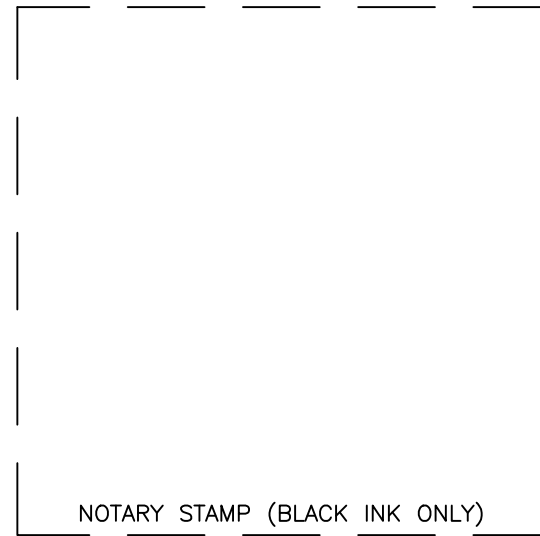
ACKNOWLEDGMENT

STATE OF WASHINGTON } s.s.
COUNTY OF _____ }
ON THIS _____ DAY OF _____,

BEFORE ME PERSONALLY APPEARED JOSEPH JAMES AUST, TO ME KNOWN TO BE THE MEMBER OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT: _____



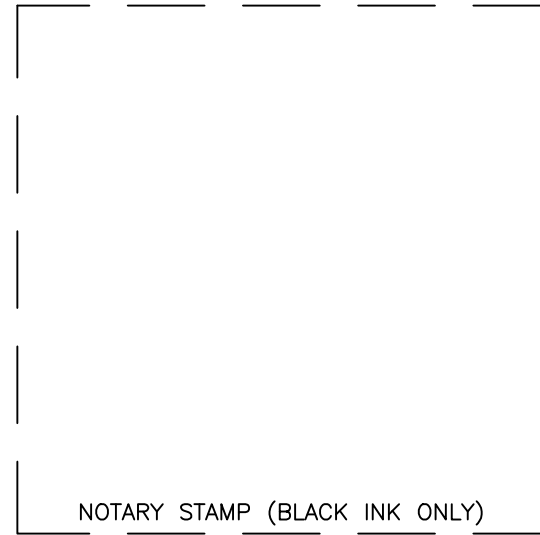
ACKNOWLEDGMENT

STATE OF WASHINGTON } s.s.
COUNTY OF _____ }
ON THIS _____ DAY OF _____,

BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE MEMBER OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT: _____

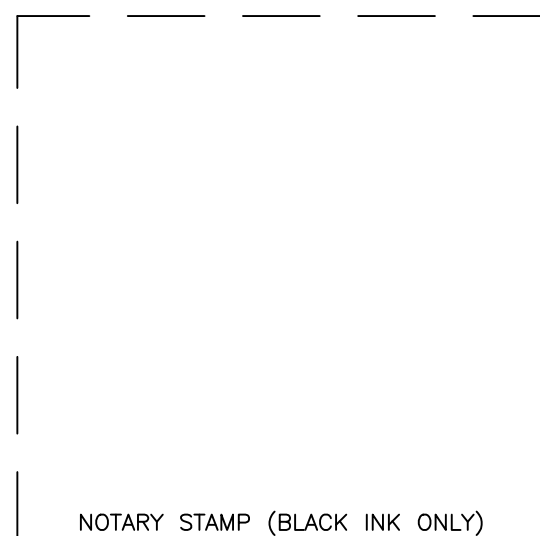


ACKNOWLEDGMENT

STATE OF WASHINGTON } s.s.
COUNTY OF _____ }
ON THIS DAY PERSONALLY APPEARED BEFORE ME JOSEPH J. AUST AND JEAN A. AUST TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS HIS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ (YEAR)

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT: _____



CITY OF KENNEWICK NOTES:

1. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE BY THE CITY OF KENNEWICK, ZIP CODE 99338.
2. STREET TREES ON RESIDENTIAL STREETS ARE REQUIRED TO BE INSTALLED PRIOR TO ISSUING A CERTIFICATE OF OCCUPANCY.

APPROVALS:

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY THE UTILITIES OF WASHINGTON.

BENTON COUNTY P.U.D. NO. 1

CASCADE NATURAL GAS CORP.

CHARTER COMMUNICATIONS

APPROVALS:

THE PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

CITY OF KENNEWICK FILE NUMBER _____

SIGNATURE, CITY OF KENNEWICK PLAT ADMINISTRATOR

SIGNATURE, KENNEWICK CITY ENGINEER

SIGNATURE, MAYOR, CITY OF KENNEWICK

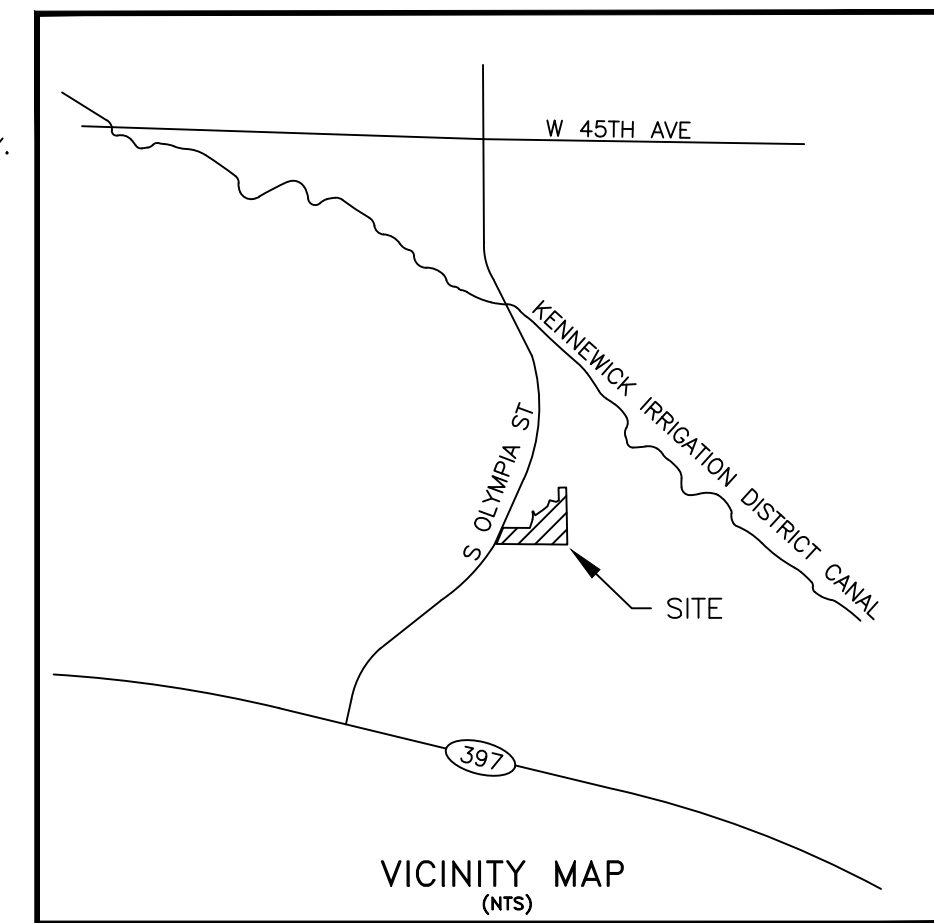
ATTEST:
CITY CLERK, CITY OF KENNEWICK

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20____, 1-2489-301-2820-003 AND 1-2489-303-0001-000

BENTON COUNTY TREASURER _____ DATE _____

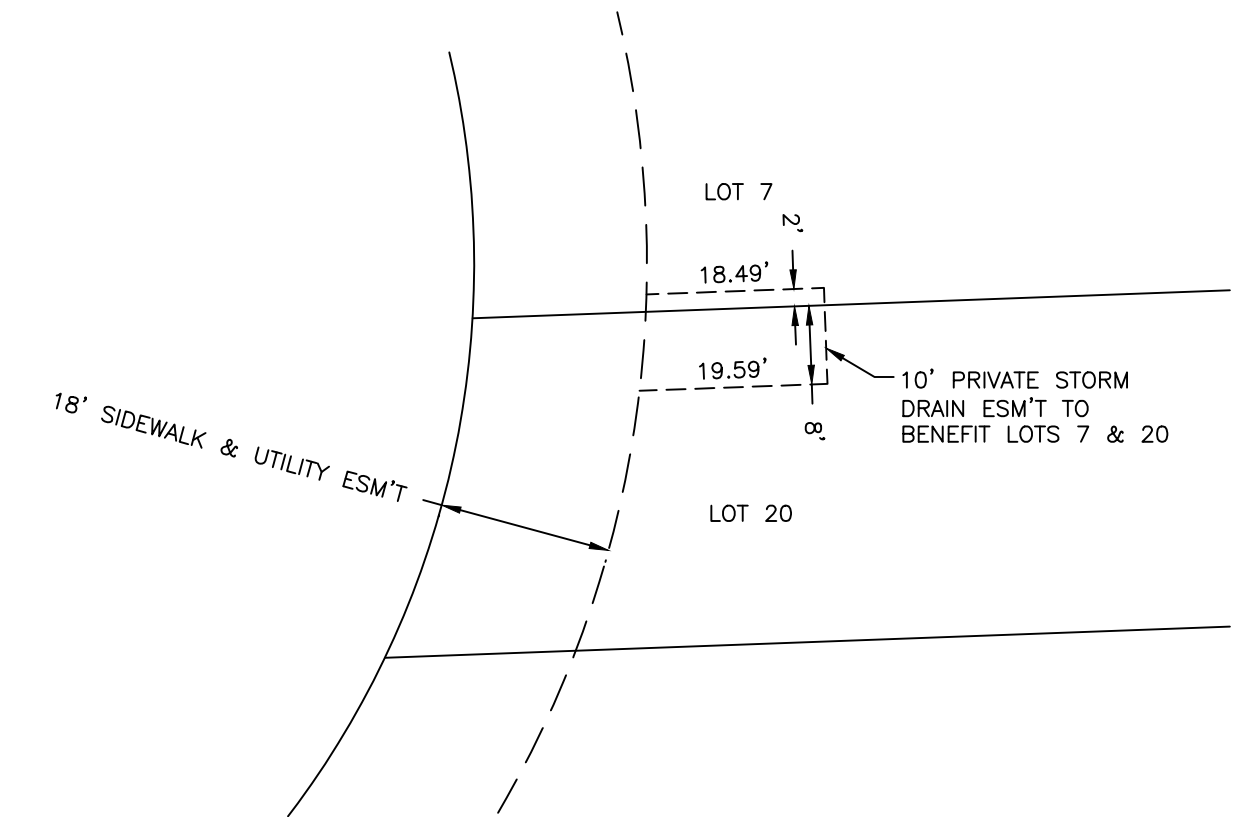
BENTON COUNTY ASSESSOR _____ DATE _____



**PLAT OF
SUNRISE RIDGE NUMBER 3**

LOCATED IN A PORTION OF THE SW 1/4 OF THE SW 1/4,
AND THE NW 1/4 OF THE SW 1/4 OF
SECTION 24, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON

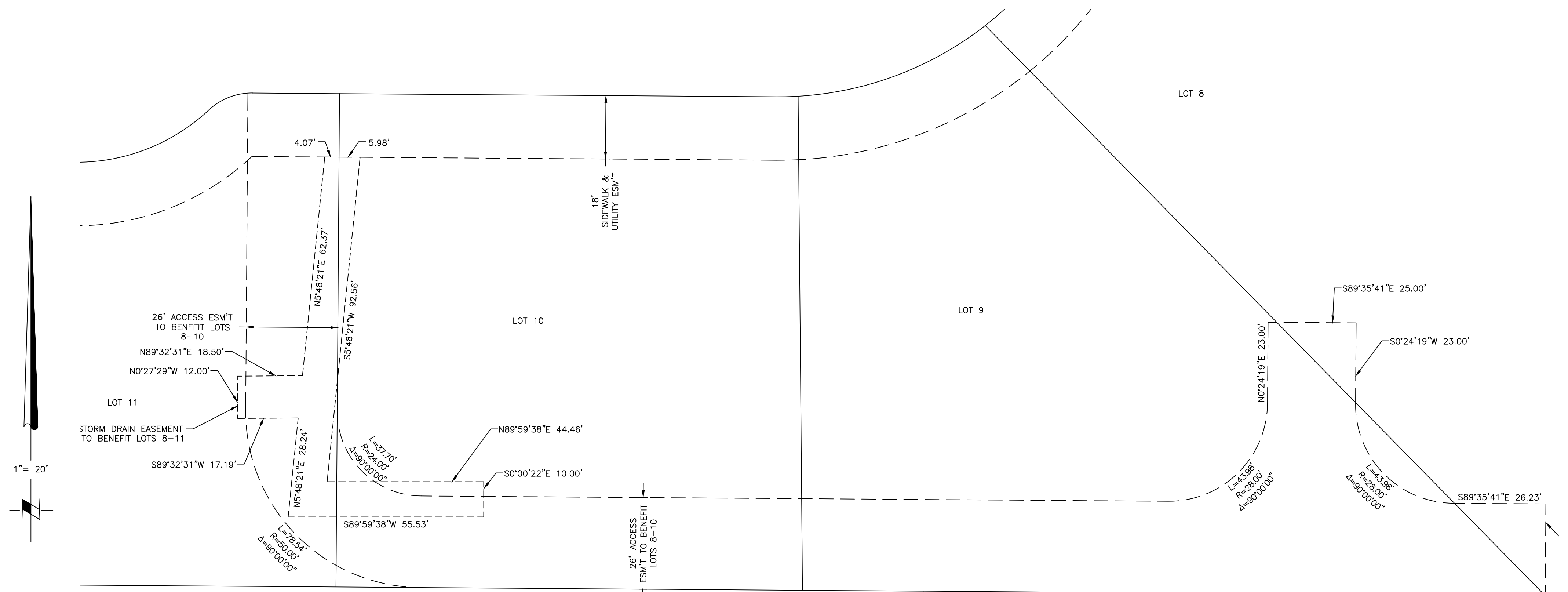
LOTS 7 & 20 EASEMENT DETAIL



1" = 20'

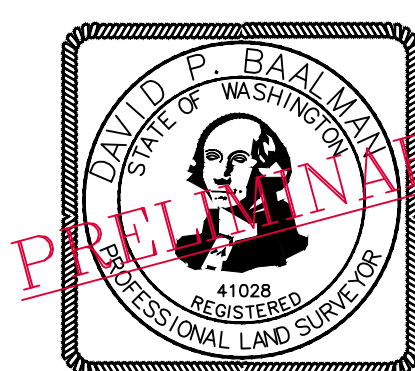
NOTE: MAINTENANCE RESPONSIBILITY FOR PRIVATE STORM DRAIN EASEMENT SHALL BE DESCRIBED IN A SEPARATE DOCUMENT.

LOTS 8-11 EASEMENT DETAIL



1" = 20'

NOTE: MAINTENANCE RESPONSIBILITY FOR PRIVATE ACCESS & STORM DRAIN EASEMENTS SHALL BE DESCRIBED IN A SEPARATE DOCUMENT.



DATE _____

Council Agenda Coversheet



Agenda Item Number	5.a.(1)	Council Date	09/21/2021
Agenda Item Type	Ordinance		
Subject	Shoreline Master Program Update		
Ordinance/Reso #	5927	Contract #	
Project #	ZOA 21-01	Permit #	AMD-2021-01141
Department	Planning		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

The Planning Commission recommends that the City Council approve the Shoreline Master Program update by adopting Ordinance 5927.

Motion for Consideration

I move to adopt Ordinance 5927.

Summary

The Shoreline Management Act (SMA), RCW 90.58, requires mandatory "periodic updates" to local shoreline master programs every eight (8) years. Every Washington city and county must periodically review and, if needed, revise its Shoreline Master Program (SMP) to ensure compliance with the SMA. Staff is proposing only the necessary amendments to the SMP current with changes in state law and ease of administration.

On April 19, 2021 the Planning Commission held a public hearing on the City of Kennewick's Periodic Update to the Shoreline Master Program (SMP). During the public testimony portion of the hearing, Larry Peterson, representing the Port of Kennewick, spoke in favor of the proposed updates. There were no speakers in opposition of the proposed amendments. The Planning Commission unanimously voted to recommend approval of the proposed amendments to the SMP to the City Council.

Following the public hearing, Staff submitted the proposed updates to the SMP to the Department of Ecology for an Initial Determination of Consistency on May 14, 2021.

On September 21, 2021, Ecology submitted a formal written statement of initial concurrence of the proposed amendments. The City's next step in this process is to formally adopt the Periodic Update to the Shoreline Master Program and submit the final SMP for formal Ecology approval, as outlined in WAC 173-26-110.

Alternatives

None recommended

Fiscal Impact

None

Through	
Dept Head Approval	Anthony Muai Sep 15, 15:55:34 GMT-0700 2021
City Mgr Approval	Marie Mosley Sep 16, 20:55:03 GMT-0700 2021

Attachments:

- Ordinance
- Ordinance redline
- PC Action Summary
- PC Minutes
- Presentation

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5927

AN ORDINANCE RELATING TO THE SHORELINE MASTER PROGRAM UPDATE AND AMENDING SECTIONS 18.68.040, 18.68.050, 18.68.060, 18.68.110, 18.68.120, 18.68.130, 18.68.230, 18.68.240, 18.68.250, 18.68.255, 18.68.280 and 18.68.285 OF THE KENNEWICK MUNICIPAL CODE AND SECTION 1.040 AND 1.120 OF APPENDIX A-2 CHAPTER 1 CRITICAL AREAS – GENERAL PROVISIONS AND SECTION 2.010 OF APPENDIX A-2 CHAPTER 2 CRITICAL AREAS – WETLANDS

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 18.68.040 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.040: - Definitions.

As used in this Chapter, unless the context otherwise requires, the following definitions and concepts apply:

- (1) *Applicant* means a person who files an application for permit under this Chapter and who is the owner of the land on which the proposed activity would be located, a contract purchaser, or the authorized agent of such a person.
- (2) *Archaeological and Historic Resources* means an archaeological object, archaeological site or a historic archaeological resource as defined below:
 - (a) *Archaeological Object* means an object that comprises the physical evidence of an indigenous and subsequent culture, including material remains of past human life, including monuments, symbols, tools, facilities, and technological by-products; or
 - (c) *Archaeological Site* means a geographic locality in Washington, including but not limited to, submerged and submersible lands and the bed of the sea within the state's jurisdiction, that contains archaeological objects; or
 - (b) *Historic Archaeological Resources* means those properties which are listed in or eligible for listing in the Washington state register of historic places (RCW 27.34.220) or the national register of historic places as defined in the national historic preservation act of 1966 (Title 1, Sec. 101, Public Law 89-665; 80 Stat. 915; 16 U.S.C. Sec. 470) as now or hereafter amended.
- (3) *Average Grade Level* means the average of the natural or existing topography of the portion of the lot, parcel, or tract of real property which will be directly under the

proposed building or structure. In the case of structures to be built over water, average grade level shall be the elevation of the ordinary high water mark. Calculation of the average grade level shall be made by averaging the ground elevations at the midpoint of all exterior walls of the proposed building or structure.

(43) *Best Management Practices* or *BMPs* means conservation practices or systems of practices and management measures that:

- (a) Control soil loss and reduce water quality degradation caused by high concentrations of nutrients, animal waste, toxics, and sediment;
- (b) Minimize adverse impacts to surface water and ground water flow and their circulation patterns, and to the chemical, physical, and biological characteristics of wetlands;
- (c) Protect trees and vegetation designated to be retained during and following site construction; and
- (d) Provide standards for proper use of chemical herbicides.

(45) *Boating Facilities* includes: Marinas, both backshore and foreshore, dry storage and wet-moorage types; boat launch ramps; covered moorage; boat houses; mooring buoys; and marine travel lifts, but excludes docks serving four or fewer single-family residences (see definition of "Private Docks").

(6) *Channel Migration Zone (CMZ)* means the area within which a river channel is likely to migrate and occupy over a specified time period (e.g., 100 years).

(57) *Commercial* or *Commercial Development* means those facilities involved in a wholesale or retail business or service. They range from office buildings, hotels, motels, grocery markets, shopping centers, restaurants, gift shops and private or public indoor recreation facilities. Excluded from this category are residential or agriculture, and industry.

(68) *Critical Area* means any area classified in RCW 36.70A and in Appendix A-2 as ecologically sensitive or hazardous areas, including, but not limited to: Wetlands, critical aquifer recharge areas, frequently flooded areas, geologically hazardous areas, and fish and wildlife habitat conservation areas. *Fish and wildlife habitat conservation areas" do 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. Natural watercourses such as streams and rivers that carry irrigation water are not considered to be an artificial feature.*

(79) *Development* means any activity consisting of construction or exterior alteration of structures, earth movement, dredging, drilling, dumping, filling, excavation, driving of piles, bulk heading, placing of obstructions, clearing of vegetation, or construction of anything which interferes with the normal public use of the surface of the waters overlying lands subject to this Chapter. Development does not include the following activities:

- (a) Interior building improvements;
- (b) Exterior structure maintenance activities, including painting and roofing as long as it does not expand the existing footprint of the structure;
- (c) Routine landscape maintenance of established, ornamental landscaping, such as lawn mowing, pruning and weeding; ~~and~~
- (d) Maintenance of the following existing facilities that does not expand the affected area: septic tanks (routine cleaning); wells; and individual utility service connections
- (e) Dismantling or removing any structures if there is no other associated development or re-development.

(810) *Ecological Functions or Shoreline Functions* means the work performed or role played by the physical, chemical, and biological processes that contribute to the maintenance of the aquatic and terrestrial environments that constitute the shoreline's natural ecosystem.

(911) *Ecological Restoration* means the reestablishment or upgrading of impaired ecological shoreline processes or functions. This may be accomplished through measures including, but not limited to, revegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions [WAC 173-26-020(27)].

(4012) *Ecosystem-Wide Processes* means the suite of naturally occurring physical and geologic processes of erosion, transport, and deposition; and specific chemical processes that shape landforms within a specific shoreline ecosystem and determine both the types of habitat and the associated ecological functions.

(4113) *Feasible* means that an action, such as a development project, mitigation, or preservation requirement, meets all of the following conditions:

- (a) The action can be accomplished with technologies and methods that have been used in the past in similar circumstances, or studies or tests have demonstrated in similar circumstances that such approaches are currently available and likely to achieve the intended results;
- (b) The action provides a reasonable likelihood of achieving its intended purpose; and
- (c) The action does not physically preclude achieving the project's intended legal use.

In cases where this Chapter requires certain actions unless they are infeasible, the burden of proving infeasibility is on the applicant.

(4214) *Fill or Landfill* means the addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the ordinary high water mark, in wetlands, or on shorelands in a manner that raises the elevation or creates dry land.

(15) Fish and Wildlife Habitat Conservation Area (FWHCA) means a type of critical area that serves to sustain 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. These areas do 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. Natural watercourses such as streams and rivers that carry irrigation water are not considered to be an artificial feature.

~~(1316)~~ *Habitat Enhancement* means actions performed within an existing shoreline, critical area or buffer to intentionally increase or augment one or more ecological functions or values. Actions include, but are not limited to, increasing aquatic and riparian plant diversity or cover, increasing structural complexity, installing environmentally compatible erosion controls, or removing non-indigenous plant or animal species.

~~(1417)~~ *Height* is measured from average grade level to the highest point of a structure: Provided, that television antennas, chimneys, and similar appurtenances shall not be used in calculating height, except where such appurtenances obstruct the view of the shoreline of a substantial number of residences on areas adjoining such shorelines; provided further, that temporary construction equipment is excluded in this calculation.

(18) Hydraulic Project Approval (HPA) means a construction permit issued by the Washington Department of Fish and Wildlife for work that will use, divert, obstruct, or change the natural flow or bed of any of the salt or fresh waters of the state.

~~(1519)~~ *Industrial Use or Industrial Development* means any activity that is involved in the production, processing, manufacturing, fabrication, or assembling of goods and materials, including the storage of material used in the industrial process, including warehousing, wash-down facilities, blacksmithing, welding, wholesale bakery, recycling facilities and distribution centers (KMC 18.09.1010). Industrial Uses or Developments include the following categories:

- (a) Water-dependent (e.g., container shipping by water);
- (b) Water-related (e.g., boat transfer areas for boat repair); and
- (c) Non-water-oriented (Manufacturing facility).

~~(1620)~~ *Joint Use Community Recreational Facilities* is defined as a use that could be for either public or private group use, including use by a private club. The private group could restrict access to community recreational facilities to group members only.

~~(1721)~~ *Marina* is a facility that provides launching, storage, supplies, moorage, and other accessory services for four or more pleasure and/or commercial water craft.

~~(1822)~~ *Mitigation or Mitigate* means to avoid, minimize, or compensate for adverse impacts of development to shorelines. Mitigation actions, in order of preference, include:

- (a) Avoiding the impact altogether by not taking a certain action or parts of an action;
- (b) Minimizing impacts by limiting the degree of magnitude of the action and its implementation by using appropriate technology or by taking affirmative steps to avoid or reduce impacts such as project redesign, relocation, or timing;
- (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;
- (e) Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and
- (f) Monitoring the impact and the compensation projects and taking appropriate corrective measures.

In determining appropriate mitigation measures applicable to shoreline development, lower priority measures shall be applied only where higher priority measures are determined to be infeasible or inapplicable.

~~(1923)~~ *Mixed-Use or Mixed-Use Development* means a combination of uses within the same building or site as a part of an integrated development project with functional interrelationships and coherent physical design. Mixed-use developments, which incorporate non-water-oriented uses, must include water dependent use(s), and provide significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration, except for commercial uses whose site is physically separated from the shoreline by another property or public right-of-way, or if the site's navigability is severely limited, the non-water-oriented commercial use shall provide a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration. Finally, Mixed-Use Developments should reduce use conflicts by first giving preference to water dependent uses, then to water-related uses and water enjoyment uses, lastly to non-water-oriented. The City has determined the Clover Island High Intensity Special Area Plan with associated standards meets this definition.

~~(2024)~~ *Non-Water-Oriented Uses* are those uses that are not water-dependent, water-related, or for water-enjoyment.

~~(2125)~~ *Ordinary High Water Mark* means the point on all water bodies that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation as that condition exists on June 1, 1971, as it may naturally change thereafter, or as it may change thereafter in accordance with permits issued by the City or state or federal agencies: provided that in any area where the ordinary high water mark cannot be found, the ordinary high water adjoining fresh water shall be the line of mean high water.

- (~~2226~~) *Person* means an individual, partnership, corporation, association, organization, cooperative, public municipal corporation, or district, or agency of the state or local governmental unit however designated.
- (~~2327~~) *Planning Official* means the City Official for the City of Kennewick Planning Department or other City staff granted the authority to act on behalf of the Planning Official.
- (~~2428~~) *Private Docks* means docks serving four or less residential units. It does not include docks that serve semi-private facilities such as a yacht club or other private membership organization, these types of docks fall under the definition of "boating facilities."
- (~~2529~~) *Public Access* means the ability of the general public to reach, touch, and enjoy the water's edge, to travel on the waters of the State, and to view the water and the shoreline from adjacent locations.
- (~~2630~~) *Recreational Uses* includes the following three categories:
- (a) Water-dependent (e.g., boating facilities, fishing pier, swim rafts) (see also definition of "Recreation Facilities" and "Water-dependent" below);
 - (b) Water-enjoyment, (e.g. paths leading to the dock, parks, shoreline educationally themed are water enjoyment) (see also definition of "Recreation Facilities" and "Water-enjoyment" below); and
 - (c) Non-water-oriented. Non-water-oriented recreational uses are further divided into three subcategories based on their relative impact to the shoreline environment (see also "Water-related" and "Non-water-oriented" definitions below):
 - (i) High Intensity recreational uses require substantial development/land modification or large areas of fertilized lawn. Such uses may include but are not limited to camp grounds, sport courts (e.g., tennis/ basketball), golf courses, sport fields (e.g., ball park), aquatic centers, or skateboard parks;
 - (ii) Moderate Intensity recreational uses are typified by formal parks for passive recreation requiring some modification of natural conditions, limited paving and often including accessory structures (e.g., picnic shelters, restrooms, viewing galleries, gazebos, and playground equipment; and
 - (iii) Low Intensity recreational uses are passive in nature (e.g., walking, photography, wildlife viewing) and require very minimal alteration of natural conditions. Such uses/modifications may include, but are not limited to, non-motorized, non-impervious surface trails, vista points, wildlife viewing areas, picnic tables, and benches.
- (~~2731~~) *Recreation Facilities* are facilities such as parks, trails and pathways, campgrounds, and swim rafts that provide a means for relaxation, play, or amusement.
- (~~2832~~) *Restoration* or *Restore* means the reestablishment or upgrading of impaired ecological shoreline processes or functions. This may be accomplished through measures including, but not limited to, re-vegetation, removal of intrusive shoreline structures and

removal or treatment of toxic materials. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions.

(33) Riparian means the area alongside a waterbody: stream, river, lake, pond, bay, sea, and ocean. Riparian areas are sometimes referred to by different names: riparian ecosystems, riparian habitats, riparian corridors, or riparian zones.

(34) Riparian Management Zone (RMZ) means a delineable area defined in a land use regulation; often synonymous with riparian buffer. The RMZ is the area that has the potential to provide full riparian functions. In many forested regions of the state this area occurs within one 200-year site-potential tree height measured from the edge of the stream channel. In situations where a channel migration zone is present, this occurs within one site-potential tree height measured from the edges of the channel migration zone. In non-forest zones the RMZ is defined by the greater of the outermost point of the riparian vegetative community or the pollution removal function, at 100-feet.

~~(2935)~~ *Shall* means a mandate; the action must be done.

~~(3036)~~ *Should* means that the particular action is required unless there is a demonstrated, compelling reason, based on policy of the Shoreline Management Act and this Chapter, against taking the action.

~~(3137)~~ *Shorelands* or *Shoreland Areas* means: Those lands extending landward for 200 feet in all directions as measured on a horizontal plane from the ordinary high water mark; floodways and contiguous floodplain areas landward 200 feet from such floodways; and all wetlands and river deltas associated with the streams, lakes, and tidal waters which are subject to the provisions of the Shoreline Management Act and this Chapter; the same to be designated as to location by Ecology.

~~(3238)~~ *Shoreline Master Program* means the comprehensive shoreline plan for the City and associated land use regulations together with maps, diagrams, charts or other descriptive material and text, developed in accord with RCW 90.58.020.

~~(3339)~~ *Shoreline Stabilization—Replacement* means the construction of a new structure to perform a shoreline stabilization function of an existing structure which can no longer adequately serve its purpose. Additions to or increases in size of existing shoreline stabilization measures shall be considered new structures.

~~(3440)~~ *Shorelines* means all of the water areas of the State, including reservoirs, and their associated wetlands, together with the lands underlying them, except:

- (a) Shorelines of state-wide significance (see definition below);
- (b) Shorelines on segments of streams upstream of a point where the mean annual flow is 20 cubic feet per second or less and the wetlands associated with such upstream segments; and
- (c) Shorelines on lakes less than 20 acres in size and wetlands associated with such small lakes.

(3541) *Shorelines of State-Wide Significance* means those shorelines of the State defined in RCW 90.58.030(2)(e) including:

- (a) Those lakes, whether natural, artificial or a combination thereof, with a surface acreage of 1,000 acres or more measured at the ordinary high water mark;
- (b) Those natural rivers or segments located east of the crest of the Cascade Range downstream of a point where the annual flow is measured at 200 cubic feet per second or more, or those portions of rivers east of the crest of the Cascade Range downstream from the first 300 square miles of drainage area, whichever is longer; and
- (c) Those shorelands associated with (a) and (b) of this subsection.

(3642) *Shorelines of the State* are the total of all "shorelines" and "shorelines of state-wide significance" within the State.

(3743) *Shoreline Modification* means those actions that modify the physical configuration or qualities of the shoreline area, usually through the construction of a physical element such as a levee, breakwater, pier, weir, dredged basin, fill, bulkhead, or other shoreline structure. They can include other actions, such as clearing, grading, or application of chemicals.

(3844) *Shoreline Stabilization Replacement* means the construction of a new structure to perform a shoreline stabilization function of an existing structure which can no longer adequately serve its purpose. Additions to, or increases in, size of existing shoreline stabilization measures shall be considered new structures.

(45) Site-Potential Tree Height means the average maximum height of the tallest dominant trees for a given age and site class.

(3946) *Structure* means that which is built or constructed. A structure is an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires an approval (KMC 18.09.2040).

(4047) *Substantial Development* means any development of which the total cost or fair market value exceeds ~~\$5,718.00~~the defined amount per contained in RCW 90.58.030(3)(e), or any development which materially interferes with the normal public use of the water or shorelines of the State. Under current law, the dollar threshold will be recalculated every five years by the Office of Financial Management (OFM). OFM will post updated dollar thresholds in the Washington State Register. The Legislature can change the dollar threshold at any time.

(4148) *Water-Dependent Use* means a use or a portion of a use which cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations. Examples of water-dependent uses may include, but are not limited to, boat docks, boat fueling stations, instream structures, fishing, boat launching, swimming, and water intake and outfall discharges/pipes.

(4249) *Water-Enjoyment Use* means a recreational use or other use that facilitates public access to the shoreline as a primary characteristic of the use; or a use that provides for

recreational use or aesthetic enjoyment of the shoreline for a substantial number of people as a general characteristic of the use and which through location, design, and operation ensures the public's ability to enjoy the physical and aesthetic qualities of the shoreline. In order to qualify as a water-enjoyment use, the use must be open to the general public and the shoreline-oriented space within the project must be devoted to the specific aspects of the use that fosters shoreline enjoyment (as defined in WAC 173-26-020). Water-enjoyment uses may include, but are not limited to:

- (a) Parks with activities enhanced by proximity to the water;
- (b) Trails, and other improvements that facilitate public access to shorelines of the State;
- (c) Restaurants with water views and public access improvements;
- (d) Retail establishments with water views and public access improvements;
- (e) Museums with an orientation to shoreline topics;
- (f) Scientific/ecological reserves;
- (g) Resorts with uses open to the public and that provide public access to the shoreline; and
- (h) Any combination of those uses listed above.

(4350) *Water-Oriented Use* means a use that is water-dependent, water-related, or water-enjoyment, or a combination of such uses.

(4451) *Water-Related Use* means a use or portion of a use which is not intrinsically dependent on a waterfront location but whose economic viability is dependent upon a waterfront location because:

- (a) The use has a functional requirement for a waterfront location such as the arrival or shipment of materials by water or the need for large quantities of water; or
- (b) The use provides a necessary service supportive of the water-dependent uses and the proximity of the use of its customers makes its services less expensive and/or more convenient.

(Ord. 5927 Sec. 1, 2021; Ord. 5281 Sec. 1, 2009)

Section 2. Section 18.68.050 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.050: - Special Policy Goals—Shorelines of Statewide Significance.

In recognition of the Columbia River, a Shoreline of Statewide Significance, the following Special Policy Goals listed in order of preference have been established for use in implementing the City's Shoreline Regulations. Preference shall be given to uses which:

- (1) Recognize and protect state-wide interest over local interest;

- (2) Preserve the natural character of the shoreline;
- (3) Result in long-term over short-term benefit;
- (4) Protect the resources and ecology of the shorelines;
- (5) Maintain and enhance public access to the shorelines;
- (6) Increase recreational opportunities for the public on the shorelines;
- (7) Promote and enhance public interest;
- (8) Protect public rights of navigation;
- (9) Preserve and protect culturally significant features; and
- (10) Provide, whenever feasible, all necessary accommodations to enhance the participation and enjoyment of persons with special needs.

([Ord. 5927 Sec. 2, 2021](#); Ord. 5281 Sec. 1, 2009)

Section 3. Section 18.68.060 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.060: - Goals—Shoreline Development Elements.

The following goals have been developed in response to various elements of shoreline development and are provided to guide implementation of this Chapter:

- (1) Economic Development Element. Encourage economic development, with emphasis on water-oriented commercial and recreational uses in a manner that will provide for the orderly development of Clover Island and areas adjacent to the Corps of Engineer's levee in a harmonious manner which accentuates and enhances Lake Wallula.
- (2) Public Access Element. On Clover Island, improve public access to designated areas of Lake Wallula for recreational uses as indicated in the Clover Island High Intensity Special Area Plan Standards (Appendix A-6). Maintain areas along Columbia Park, the levee and Duffy's Pond by which the public can reach Lake Wallula and Duffy's Pond for fishing, viewing and other public access purposes. Maintain access to the park and levee using pedestrian and bicycle bridges.
- (3) Recreational Element. Enhance the recreational facilities potential of the shorelines. Clover Island recreational uses should complement existing and proposed developments. Maintain and enhance recreational facilities along Columbia Park and the levee to provide diversification in recreational uses.
- (4) Circulation Element. Circulation to the levee and the Clover Island causeway should be improved for ease of access and should include adequate off-street parking facilities to serve the people who will be using area for recreational and commercial purposes. Maintain and enhance, where appropriate, circulation and access within Columbia Park.

- (5) Shoreline Use Element. Assure that the various land uses are compatible and aimed toward maximum utilization without diminishing the quality of the environment. Shorelines abutting the levee area should take advantage of the presence of Lake Wallula and should be oriented in a manner to coordinate lakefront uses and non-lakefront uses.
- (6) Conservation Element. Enhance the aesthetic characteristics and environmental functions and values of the levee, Duffy's Pond, Clover Island and Columbia Park areas and take necessary steps to conserve the natural setting of those shoreline areas which are presently in an undeveloped state in order to protect and preserve the biodiverse habitats found in these shoreline/riparian areas for the wildlife that use them.
- (7) History, Scientific and Cultural Element. Establish areas on or near the levee and Columbia Park which will have a cultural, educational, historical or scientific value and protect these areas in a proactive and substantive way.
- (8) Flood Prevention Element. Assure that, whenever feasible, steps are taken to prevent and/or minimize the risk of flood and associated flood damages to property and land uses.

([Ord. 5927 Sec. 3, 2021](#); Ord. 5281 Sec. 1, 2009)

Section 4. Section 18.68.110 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.110: - General Shoreline Master Program Provisions.

- (1) Applicability. The provisions of this section shall apply to all shorelines within the City, regardless of Environment Designations assigned in Section 18.68.070 of this Chapter. The provisions of this section shall apply to all proposed new development and uses.
- (2) General Provisions.
 - (a) Archaeological and Historic Resources.
 - (i) Applicability. The provisions of this subsection apply to archaeological and historic resources located within shoreline jurisdiction that are either recorded at the State Department of Archaeology and Historic Preservation and/or by local jurisdictions or those that are inadvertently discovered. Archaeological sites within shoreline jurisdiction are subject to 27.44 RCW and 27.53 RCW and development or uses that may impact such sites shall comply with Chapter 25-48 WAC as well as the provisions of this Chapter.
 - (ii) Principles. Due to the limited and irreplaceable nature of the resource(s), the objective of this section is to prevent the destruction of, or damage to, any site having historic, cultural, scientific, or educational value as identified by the appropriate authorities, including affected Indian tribes, and the State Department of Archaeology and Historic Preservation.
 - (iii) Standards. The following standards shall apply to development in shoreline jurisdiction:

- (A) Developers and/or property owners shall immediately stop work and notify the Planning Department, the State Department of Archaeology and Historic Preservation, and affected Indian tribes if archaeological resources are uncovered during excavation.
- (B) Permits for development in areas documented to contain archaeological resources shall require a site inspection or evaluation by a professional archaeologist in coordination with affected Indian tribes as well as permits required by the Washington State Department of Archaeology and Historic Preservation, prior to holding the public hearing or issuing a substantial development permit, shoreline conditional use permit or shoreline variance.
- (C) Consultation with the Washington State Department of Archaeology and Historic Preservation (DAHP) is highly recommended prior to applying for a permits. Because shoreline areas are locations of significant cultural resources, in most instances, a cultural resource survey will be required under SEPA, Executive Order 05-05 and/or Section 106 to ensure the protection of existing.

(b) Critical Areas.

- (i) Applicability. Pursuant to the provisions of RCW 90.58.090(4), as amended by ESHB 1933, this Shoreline Master Program provides for management of critical areas designated as such pursuant to RCW 36.70A.170(1)(d) and required to be protected pursuant to WAC 173-26-221(2) and (3) and RCW 36.70A.060(2) that are located within shorelines of the State. Policies and regulations that are adopted under this Chapter shall be:
 - (A) Consistent with the specific provisions of 173-26-221(2) WAC and 173-26-221(3) WAC and the policies and goals of this Chapter; and
 - (B) Provide a level of protection to critical areas within the shoreline area that is at least equal to that provided by the Kennewick Shoreline Critical Areas Regulations in Appendix A-2.
- (ii) Principles. The following are objectives of the provisions of this subsection:
 - (A) In addressing issues related to critical areas, the most current, accurate, and complete scientific and technical information available will be used;
 - (B) In protecting and restoring critical areas within shoreline jurisdictions, the full spectrum of planning and regulatory measures shall be integrated;
 - (C) Existing ecological functions and ecosystem-wide processes shall be protected and restoration of degraded ecological functions and enhancement of ecosystem-wide processes shall be encouraged; and
 - (D) Human uses and values that are compatible with other objectives of this Chapter shall be encouraged, such as public access and aesthetic values, provided they do not significantly adversely impact ecological functions.

- (iii) Standards. The following standards shall apply to development in shoreline jurisdiction:
 - (A) Where critical areas are identified within shoreline jurisdiction, all proposed uses and development shall be subject to the administrative provisions of this Chapter, and shall comply with the development standards required by critical areas regulations in Appendix A-2;
 - (B) Applicants for proposed development within or adjacent to critical areas within shoreline jurisdiction shall demonstrate compliance with critical areas regulations in Appendix A-2 as part of shoreline or other permit reviews, and submit all relevant documentation with the permit application(s); and
 - (C) Applicants for proposed development within or adjacent to critical areas within shoreline jurisdiction shall demonstrate compliance with KMC 18.72 Clearing and Grading in ~~Appendix A-8~~ as part of shoreline Substantial Development Permit or other permit reviews, and submit all relevant documentation.
 - (iv) Exceptions. The provisions of Kennewick Critical Areas Regulations do not extend Shoreline Jurisdiction beyond the limits specified in this Shoreline Master Program. For regulations addressing critical area buffer areas that are outside Shoreline Jurisdiction, see Kennewick Critical Areas Regulations in KMC 18.59 through 18.63.
- (c) Geologically Hazardous Areas.
- (i) Applicability. The provisions of this section apply to geologic hazards within the shoreline jurisdiction.
 - (ii) Standards. Development in designated geologically hazardous areas located in shoreline jurisdiction shall be regulated in accordance with the following:
 - (A) Development shall comply with Appendix A-2, Chapter 5, of this Chapter;
 - (B) New development or the creation of new lots that would cause foreseeable risk or adverse impacts from geological conditions to people or improvements during the life of the development shall be prohibited;
 - (C) New development that would require structural shoreline stabilization over the life of the development shall be prohibited. For Clover Island High Intensity Environment, structural shoreline stabilization, as necessary, shall be accompanied by habitat enhancement to improve riparian and nearshore habitat functions. Exceptions may also be made for the limited instances where stabilization is necessary to protect allowed uses where no alternative locations are available and no net loss of ecological functions will result as found in Section 18.68.120(3)(a). Proposed stabilization measures shall

recognize the principles found in WAC 173-26-231(3)(a)(ii) and shall conform to standards found in WAC 173-26-231(3)(a)(iii)(A—F); and

- (D) Where no alternatives, including relocation or reconstruction of existing structures, are found to be feasible, and less expensive than the proposed stabilization measure, stabilization structures or measures to protect existing residential structures may be allowed in strict conformance with the requirements of WAC 173-26-231 and then only if there is no net loss of ecological functions.

(d) Flood Hazard Reduction.

- (i) Applicability. The provisions of this subsection apply to actions taken to reduce flood damage or hazard and to uses, development, and shoreline modifications that may increase flood hazards in shoreline jurisdiction.
- (ii) Principles. The following are objectives of the provisions of this subsection:
 - (A) Where feasible, preference shall be given to non-structural flood hazard reduction measures over structural measures;
 - (B) In managing flood hazards within shoreline jurisdiction, the full spectrum of planning and regulatory measures shall be integrated;
 - (C) Flood hazard reduction measures shall, with appropriate mitigation sequencing, result in no net loss of ecological functions;
 - (D) Where feasible, efforts to return stream corridors to more natural hydrological conditions shall be encouraged; it is recognized that seasonal flooding is an essential natural process;
 - (E) When evaluating alternate flood control measures, removal or relocation of structures in floodprone areas shall be considered; and
 - (F) Encourage planning for and facilitating removal of restrictions to off channel hydrological connections consistent with actions identified in the Shoreline Restoration Plan (Appendix A-4 to this Chapter).
- (iii) Standards. The following standards shall apply to development in shoreline jurisdiction:
 - (A) Development in flood plains shall not significantly or cumulatively increase flood hazard nor be inconsistent with Shoreline Critical Areas Regulations in Appendix A-2 and the Flood Damage Prevention Ordinance KMC 18.66-~~(Appendix A-7)~~. New development or new uses in shoreline jurisdiction, including the subdivision of land, shall not be established when it would be reasonably foreseeable that the development or use would require structural flood hazard reduction measures;
 - (B) Where frequently flooded areas are identified as a Critical Area within shoreline jurisdiction, all proposed uses and development shall be subject to administrative provisions of this Chapter, and shall comply with

development standards required by Shoreline Critical Areas Regulations in Appendix A-2, and the Flood Damage Prevention Ordinance KMC 18.66 (~~Appendix A-7~~);

- (C) New structural flood hazard reduction measures shall be allowed in shoreline jurisdiction only when it can be demonstrated by scientific and engineering analysis that they are necessary to protect existing development, that nonstructural measures are not feasible, that impacts to ecological functions can be successfully mitigated so as to assure no net loss, and that appropriate vegetation conservation actions will be undertaken consistent with WAC 173-26-221(5). Structural flood hazard reduction measures shall be consistent with KMC 18.66;
- (D) New structural flood hazard reduction measures shall be placed landward of wetlands and vegetation conservation areas, and shall comply, as applicable, with Shoreline Critical Areas Regulations, Appendix A-2, Flood Damage Prevention Ordinance KMC 18.66, WAC 173-26-221(3)(c)(iii) and the provisions of this Chapter;
- (E) New structural flood hazard reduction measures, such as dikes and levees, shall be designed to include and improve public access pathways unless public access improvements would cause unavoidable health or safety hazards to the public, inherent and unavoidable security problems, unacceptable and unmitigable significant ecological impacts, unavoidable conflict with the proposed use, or a cost that is disproportionate and unreasonable to the total long-term cost of the development;
- (F) Removal of gravel for flood management purposes shall be consistent with Shoreline Critical Areas Regulations, Appendix A-2, KMC 18.66 and the provisions of this Chapter, and shall be allowed only after a biological and flood management study demonstrates the extraction has a long-term benefit to flood hazard reduction, does not result in a net loss of ecological functions, and is part of a comprehensive flood management solution.

(G) The director may use additional flood information that is more restrictive or detailed than that provided in the flood insurance study conducted by the Federal Emergency Management Agency (FEMA) to designate frequently flooded areas, including data on channel migration, historical data, high water marks, photographs of past flooding, location of restrictive floodways, maps showing future build-out conditions, maps that show riparian habitat areas, or similar information.

- (e) Public Access.
 - (i) Applicability. The provisions of this subsection apply to development in shoreline jurisdiction.
 - (ii) Principles. The following are the objectives of the provisions of this subsection:

- (A) The public interest shall be promoted with regard to rights to access waters held in public trust by the State while protecting private property rights and public safety;
 - (B) The rights of navigation and space necessary for water-dependent uses shall be protected;
 - (C) To the greatest extent feasible consistent with the overall best interest of the State and the people generally, the public's opportunity to enjoy the physical and aesthetic qualities of shorelines of the State, including views of the water, shall be protected; and
 - (D) Uses and the location, design, and construction of development in the shoreline jurisdiction shall, whenever feasible, minimize interference with the public's use of the water.
- (iii) Standards. The following standards shall apply to development in the shoreline jurisdiction:
- (A) All new development by public entities, including local government, port districts, state agencies, and public utility districts, shall include public access measures as part of each development project, unless such access is shown to be incompatible for safety, security, or impact to the shoreline environment reasons.

For Clover Island, public access must be consistent with the Clover Island High Intensity Special Area Plan Standards (see Appendix A-6). Planned public access improvement specified by the pathways identified in Appendix A-6-2 exhibit (Public Access) shall be made within 12 months of build out of the following lots, as specified in the Appendix A-6-3 (Building Heights) exhibit:

- (I) West and northwest (Causeway and "notch") and adjacent interior pathways will be completed proportionately within 12 months of Parcels A, B and C and Lot 1 completing build out;
- (II) North shoreline pathway (from west edge of Lot 2, and Lots 3 through 11, 30, and 31) will be completed proportionately within 12 months of Lots 2 through 5 completing build out; and
- (III) South shoreline and interior pathway (due south of "notch") will be completed within 12 months of eastern half of Lot 15 and Lots 16 through 18 completing build out.
- (IV) Public access shall be provided along the south shoreline for eastern lot 13 through western half of Lot 15 as provided for in permitted Yacht Club development.
- (V) Long-term shoreline pathway around east end of island (Lots 29 through 32) shall be phased in with any proposed improvements on those lots and/or shoreline stabilization occurring on Clover Island.

- (B) New structural public flood hazard reduction measures, such as dikes and levees, shall dedicate and improve public access pathways unless public access improvements would cause unavoidable health or safety hazards to the public, inherent and unavoidable security problems, unacceptable and unmitigable significant ecological impacts, unavoidable conflict with the proposed use, or a cost that is disproportionate and unreasonable to the total long-term cost of the development;
- (C) All new development for water enjoyment, and water-related and non-water-dependent uses and for subdivisions of land into more than four parcels or sections of leased lands, shall include dedicated and improved public access proposal measures and which shall be recorded with final site plan, unless such access is shown to be incompatible for reasons of safety, security, or impact to the shoreline environment, or where such measures are shown to be infeasible or alternative measures are shown to be more desirable. In determining the infeasibility, undesirability, or incompatibility of public access in a given situation, the applicant shall analyze and propose alternative methods of providing public access, such as off-site improvements, viewing platforms, separation of uses through site planning and design, and restricting hours of public access. The City Planning Official will then consider these alternative methods in a final permit decision.

For the Clover Island High Intensity Environment, developments and uses shall maintain and, where specified, enhance public access and view corridors consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6);

- (D) All new development shall comply with the 35 feet height limitation, except for development provided in the Clover Island High Intensity Environment, where the development shall be consistent with the Clover Island High Intensity Special Area Plan Standards. Building or structures more than 35 feet above the ordinary high water mark in the Urban Conservancy and Aquatic Environments shall be processed through a Conditional Use Permit.

For the Clover Island High Intensity Environment, the City has determined that development will not obstruct views for a substantial number of residences on the adjoining state shoreline, as the existing levee currently blocks the entire shoreline view for existing residences. This is also true for the other residences south of the levee that extends along the entire shoreline of Segments D and E (Appendix A-1) For the Clover Island High Intensity Environment, the view corridors and viewpoints established in the Clover Island High Intensity Special Area Plan Standards (Appendix A-6-1) will be preserved, and development will remain within the established heights.

The Clover Island High Intensity Special Area Plan Standards will serve the public interest by providing economic development, enhancing public access, maintaining specified on-island view corridors, and providing for enhanced aquatic and riparian habitat. Therefore, areas specified in the Clover Island High Intensity Special Area Plan Standards that exceed 35 feet in height on the island are allowed through the Substantial Development Permit process, consistent with other established standards for view, public access and habitat enhancement (see Appendix A-6).

Specifically, according to WAC 173-27-160, the City has determined that, for the Clover Island High Intensity Environment, as specified in the City-adopted master plan and Clover Island High Intensity Special Area Plan Standards (Appendix A-6), that the:

- (I) Proposed uses are consistent with the policies of RCW 90.58.020 and the Shoreline Master Program;
 - (II) Proposed uses will not interfere and will actually enhance the normal public use of public shorelines;
 - (III) Proposed uses and design of the project are compatible with other authorized uses within the area and with uses planned for the area under the City's Comprehensive Plan and Shoreline Master Program;
 - (IV) Proposed uses will cause no significant adverse effects and actually will enhance the shoreline environment in which it is to be located;
 - (V) Public interest will suffer no detrimental impacts and actually will benefit from the planned improvements; and
 - (VI) Cumulative impacts are addressed in Appendix A-5.
- (E) As part of any master plan or proposal, other than those specified in the Clover Island High Intensity Special Area Plan Standards, for structures over 35 feet in height, an applicant shall be required to submit a view analysis and cumulative impacts analysis that reviews residential obstruction(s) to allow the City to determine whether development under the master plan or proposal obstructs a substantial number of residences (RCW 90.58.320). Structures over 35 feet, other than those specified in the Clover Island High Intensity Special Area Plan Standards, shall be approved only through a Conditional Use Permit process according to Section 18.68.240 of this Chapter and WAC 173-27-160. Designs shall protect visual access to the water from onshore. Shoreline view corridors shall be protected through incorporation of appropriate design (e.g., modulation of building heights and massing) and location of new development. Potential impacts to views shall be minimized through location and orientation of development on the subject property. The applicant shall:

- (I) Incorporate a view analysis using photographs, videos, photo-based simulations, or computer-generated simulations. The view analysis shall assess and portray visual access from mainland residences adjoining the shoreline. In all cases, photographs, videos, land use, land cover, or other sources of information shall be no older than 12 months prior to submittal of the application. All photographic, video or simulated view representations will employ equipment that produces imagery with an angle of view equivalent to that achievable with a 35 mm "normal" camera lens, i.e., an angle of view of about 50°.

To document any possible obstruction of existing or potential residential views by proposed development in the Urban Conservancy Environment designation, a minimum of three pictures shall be taken from residences or potential residential lots at a radius of 400 feet from the proposed development at equal distances from each other and toward the shoreline;

- (II) Ensure that the view analysis is cumulative in nature by including vacant existing parcels of record as well as existing structures. Vacant parcels of record shall be assumed to be developed and, as such, their structures to be in compliance with the 35-foot height limitation as established through photographs, videos, photo-based simulations, or computer-generated simulations;
- (III) If demonstrated through photographs, videos, photo-based simulations, or computer-generated simulations that the proposed development will obstruct less than 30 percent of the view of the shoreline enjoyed by a substantial number of residences on areas adjoining such shorelines, then the development may be considered through the conditional use process;
- (IV) In consideration of the potential view obstruction resulting from the proposed structure, side yard setbacks may need to be increased. No side yard setbacks shall be reduced to accommodate the proposed structure; and
- (V) To address "overriding considerations of the public interest" the applicant shall provide a cumulative impacts analysis that documents the public benefits served by issuance of a Conditional Use Permit. The analysis shall address such considerations as cumulative view obstruction results of height adjustments (within a 1,000-foot radius) of the proposed development combined with those of other developments that exceed the 35-foot height limitation, environmental benefits (enhancement or restoration), public access/open space benefits, and economic benefits. The cumulative impact analysis shall address overall views that are lost, compromised, and/or retained;

available view corridors; and surface water views lost, compromised, and/or retained.

- (F) Public access improvements shall not result in a net loss of shoreline ecological functions; and
 - (G) Signage shall be in conformance with Section 18.68.130(3)(i) of this Chapter and the zoning code (KMC 18.24). All signs shall be located and designed to minimize interference with view corridors and visual access to the shoreline.
- (f) Shoreline Vegetation Conservation, Restoration, and Enhancement.
- (i) Applicability. Vegetation conservation includes activities to protect, restore or enhance vegetation along or near shorelines that contribute to ecological functions and wildlife value. The provisions of this subsection apply to all proposed development and uses in shoreline jurisdiction.
 - (ii) Principles. The following are the objectives of the provisions of this subsection:
 - (A) Scientific and technical information shall be used in addressing issues related to vegetation conservation;
 - (B) In protecting and restoring vegetation within shoreline jurisdiction, the full spectrum of planning and regulatory measures shall be integrated; and
 - (C) Existing ecological functions and ecosystem-wide processes shall be protected, and restoration of degraded ecological functions and ecosystem-wide processes shall be encouraged;
 - (iii) Standards. The following standards shall apply to development in shoreline jurisdiction:
 - (A) The design, construction and location of proposed new development and uses shall follow those goals, policies and guidelines set out in the Shoreline Critical Areas Ordinance (Appendix A-2);
 - (B) The design, construction and location of proposed new development and uses shall, wherever feasible, avoid and minimize the removal or damage of existing native vegetation and, where this is not feasible, the applicant shall provide mitigation which ensures no net loss of the functions and values of the removed shoreline vegetation;
 - (C) At a minimum, the Applicant shall consult shoreline management assistance materials provided by Ecology and Management Recommendations for Washington's Priority Habitats, prepared by the Washington State Department of Fish and Wildlife, where applicable;
 - (D) Selective pruning of trees for safety and view protection may be allowed, establishing up to a 50-percent total view corridor. In the case where another view corridor has been specified in federal and/or state permits as beneficial

for aquatic and terrestrial species, these provisions would apply. No topping shall be allowed unless approved by the Planning Official. The removal and control of noxious weeds is authorized. Removal of noxious weeds and/or invasive species shall be incorporated in vegetation management plans, as necessary, to facilitate establishment of a stable community of native plants;

(E) Vegetation removal not associated with a development permit application requires the submittal and approval of a mitigation and management plan prepared by a qualified biologist, and must be consistent with the provisions of this section; and

(F) Clover Island High Intensity - Vegetation planting for the aquatic and shoreline habitat enhancement plan, shall be consistent with the native vegetation and planting specifications provided in the Clover Island High Intensity Special Area Plan Standards (Appendix A-6-4) and consistent with provisions in applicable federal and state permits.

(G) The preservation of dead trees and the creation of standing snags during shoreline vegetation management efforts shall be emphasized due to their importance to wildlife and ecological function. Where feasible, standing snags and dead trees must be preserved and protected. Creation and/or preservation of snags may contribute to mitigation plans developed to offset other shoreline vegetation removal.

(g) Water Quality, Stormwater, and Nonpoint Pollution.

(i) Applicability. The provisions of this subsection apply to all development and uses in shoreline jurisdiction that affect water quality.

(ii) Principles. The following are the objectives of the provisions of this subsection:

(A) Impacts to water quality and stormwater quantity that would result in a net loss of shoreline ecological functions, a significant impact to aesthetic qualities, or recreational opportunities, shall be prevented wherever feasible; and

(B) Shoreline management provisions and other regulations that address water quality and stormwater quantity, including public health, stormwater, and water discharge standards, shall be integrated as feasible into permits issued under this Chapter.

(iii) Standards.

(A) All development activities approved under this Shoreline Master Program shall be designed and maintained consistent with the City's Stormwater Management Plan and Engineering Design Standards. Stormwater control and discharges shall be in compliance and maintained according to the Ecology Stormwater Manual for Eastern Washington.

- (B) Shoreline use and development shall minimize the need for chemical fertilizers, pesticides or other similar chemical treatments to prevent contamination of surface and ground water and/or soils and adverse effects on shoreline ecological functions and values.
- (C) All development in shoreline jurisdiction must meet all applicable local, state, and federal water quality protection standards and requirements and prevent impacts to water quality and storm water quantity that would result in a net loss of shoreline ecological functions and prevent significant impacts to aesthetic qualities or recreational opportunities.

([Ord. 5927 Sec. 4, 2021](#); Ord. 5281 Sec. 1, 2009)

Section 5. Section 18.68.120 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.120: - Shoreline Modifications.

- (1) Applicability. The provisions of this section apply to all shoreline modifications within shoreline jurisdiction.
- (2) Principles. The following are the objectives of the provisions of this section:
 - (a) Shoreline modifications for the Clover Island High Intensity Environment shall be consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6-4) and shoreline stabilization standards established in Section 18.68.120(3)(a);
 - (b) Structural shoreline modifications shall be allowed only where they are demonstrated to be necessary to support or protect an allowed structure, a legally existing shoreline use that is in danger of loss or substantial damage, or are necessary for reconfiguration of the shoreline for mitigation or enhancement purposes;
 - (c) Shoreline modifications shall be allowed only when appropriate to the specific type of shoreline and environmental conditions for which they are proposed;
 - (d) Shoreline modifications, individually and cumulatively, shall not result in a net loss of ecological functions; preference shall be given to shoreline modifications that have a lesser impact on ecological functions, and mitigation shall be required for identified adverse impacts resulting from shoreline modifications;
 - (e) Where applicable, scientific and technical information shall be used in planning for shoreline modifications;
 - (f) Restoration or enhancement of ecological functions shall be encouraged where feasible and appropriate, while accommodating permitted uses, and all feasible measures to protect ecological functions and ecosystem-wide processes shall be incorporated. For the Clover Island High Intensity Environment, enhancement shall

be consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) and provisions in applicable federal and state permits; and

- (g) Significant ecological impacts shall be mitigated as defined in this Chapter and according to the mitigation sequence in Appendix A-2.
- (3) Standards for Specific Shoreline Modifications.
- (a) Shoreline Stabilization.
 - (i) Shoreline stabilization measures include the following:
 - (A) Structural ("stabilization structures") and nonstructural methods to address erosion impacts to property and dwellings, businesses, or structures caused by natural processes, such as current, flood, tides, wind, or wave action; and
 - (B) Nonstructural methods including building setbacks, relocation of the structure to be protected, ground water management, planning and regulatory measures to avoid the need for structural stabilization.
 - (ii) New development, including newly created parcels, shall be designed and located to prevent the need for future shoreline stabilization, based upon hydrological or geotechnical analysis.
 - (iii) New development on steep slopes or bluffs shall be set back according to the requirements indicated in Appendix A-2 to ensure that shoreline stabilization is unlikely to be necessary during the life of the structure, as demonstrated by a geotechnical analysis.
 - (iv) New development that would require shoreline stabilization which causes significant impacts to adjacent or down-current properties and shoreline areas is prohibited.
 - (v) New structural stabilization measures shall not be allowed except when necessary as demonstrated in the following manner:
 - (A) To protect existing primary structures, new or enlarged stabilization structures for an existing primary structure, including residences, shall not be allowed unless there is conclusive evidence documented by a geotechnical analysis that the structure is in danger of failing within three years from shoreline erosion caused by currents, or waves.

Normal sloughing, or shoreline erosion itself, without a geotechnical analysis, is not demonstration of need. In order to demonstrate need, the geotechnical analysis shall evaluate on-site drainage issues and address drainage problems away from the shoreline edge before considering structural measures. The erosion control structure with appropriate mitigation shall not result in a net loss of ecological functions;
 - (B) New stabilization structures in support of new non-water-dependent or water-dependent development shall be allowed when consistent with the

Clover Island High Intensity Special Area Plan Standards (Appendix A-6) or when all of the following conditions apply: the erosion is not being caused by upland conditions such as the loss of vegetation and drainage; nonstructural measures such as placing the development further from the shoreline, planting vegetation, or installing on-site drainage improvements, are not feasible or sufficient; need is demonstrated by a geotechnical analysis that damage must be caused by natural processes such as currents, and waves; and the erosion control structure and appropriate mitigation will not result in a net loss of shoreline ecological functions;

- (C) New stabilization structures in support of projects for the restoration of ecological functions or hazardous substance remediation projects pursuant to Chapter 70.105D RCW shall be allowed when consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) or when all of the following conditions apply: Nonstructural measures, planting vegetation, or installing on-site drainage improvements are not feasible or sufficient; and the erosion control structure and appropriate mitigation will not result in a net loss of shoreline ecological functions;
 - (D) Shoreline stabilization shall be constructed to minimize damage to fish habitats and to maintain safe navigational movement. Biotechnical and soft methods shall be prioritized as the preferred method of bank stabilization, unless analysis demonstrates that such measures are infeasible. For the Clover Island High Intensity Environment shoreline stabilization below the OHWM to protect existing or planned upland water-dependent facilities specified in the plan or applicable federal and state permits shall be accompanied by habitat enhancement, including anchored brush piles or ballasted root wads or other specified measures. Open-piling construction is preferable in lieu of the solid type;
 - (E) Bulkheads shall be designed to permit the passage of surface or ground water without causing ponding or saturation of retained soil or materials. Adequate toe protection (proper footings, a fine retention mesh, etc.) shall be provided to ensure bulkhead stability without relying on additional riprap; and
 - (F) Bulkheads shall be designed to be of the minimum dimensions necessary. When a bulkhead is required at a public access site with planned water access, provision for safe access to the water shall be incorporated into its design.
- (vi) Replacement of existing stabilization structures shall be based on demonstrated need to protect uses or structures from erosion caused by currents, or waves:
- (A) The replacement structure shall be designed, located, sized and constructed to assure no net loss of ecological functions, and, if located in

the Clover Island High Intensity Environment, to also achieve improved aquatic and riparian habitat function.

- (B) Waterward encroachment of a replacement structure shall be allowed for residences occupied prior to January 1, 1992; and then only if there are overriding safety or environmental concerns and then replacement structure shall abut the existing shoreline stabilization structure and must still comply with applicable federal and state permit provisions.
 - (C) For Clover Island High Intensity Environment replacement structures must be consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6-4) and applicable federal and state permit provisions, including anchored brush piles or ballasted root wads and native riparian vegetation plantings and other specified measures, or for soft shoreline stabilization measures that provide restoration of ecological functions.
 - (D) Soft shoreline stabilization measures that provide restoration or enhancement of shoreline ecological functions may be permitted waterward of the ordinary high water mark. Additionally, if the development is located in the Clover Island High Intensity Environment, the soft shoreline stabilization measures shall be consistent with the Clover Island High Intensity Special Area Plan Standards.
- (vii) Geotechnical reports prepared pursuant to this section that address the need to prevent potential damage to a structure shall address the necessity for shoreline stabilization by estimating time frames and rates of erosion and shall report on the urgency associated with the specific situation. As a general matter, hard armoring solutions shall not be authorized except when a report confirms that there is a significant possibility that such a structure will be damaged within three years as a result of shoreline erosion in the absence of such hard armoring measures, or where waiting until the need is that immediate, would foreclose the opportunity to use measures that avoid impacts on ecological functions. Where the geotechnical report confirms a need to prevent potential damage to a structure, but the need is not as immediate as three years, that report may still be used to justify more immediate authorization to protect against erosion using soft measures.
- (viii) Shoreline stabilization structures shall be limited to the minimum size necessary. Soft approaches shall be used unless demonstrated not to be sufficient to protect structures, dwellings, and businesses. Where feasible, ecological restoration or enhancement, and public access improvements shall be incorporated into the project. Public access shall be required as part of publicly financed shoreline erosion control measures except where such access is determined to be infeasible because of incompatible uses, safety, security, or harm to ecological functions. For the Clover Island High Intensity Environment, enhancements shall be consistent with the Clover Island High Intensity Special

Area Plan Standards (Appendix A-6) and applicable federal and state permit provisions, including anchored brush piles or ballasted root wads and native riparian vegetation plantings, and other specified measures, applicable federal and state permit provisions, including anchored brush piles or ballasted root wads and native riparian vegetation plantings and other specified measures.

- (ix) For conditions of erosion or mass wasting due to upland conditions, projects must be consistent with standards set out in KMC 18.68.110(2)(b)(iii)(C).
 - (x) Riprapping and other bank stabilization measures shall be located, designed and constructed to avoid the need for channelization of streams and to protect, as feasible, the natural character of the streamway.
 - (xi) Where flood protection measures such as levees are planned, they shall be placed landward of the streamway, including associated swamps and marshes and other wetlands directly inter-related and inter-dependent with the stream proper.
 - (xii) Where shoreline stabilization is allowed, it shall consist of "soft," flexible, and/or natural materials or other bioengineered approaches unless a geotechnical analysis demonstrates that such measures are infeasible.
 - (xiii) Publicly financed or subsidized shoreline erosion control measures shall not restrict appropriate public access to the shoreline, except where such access is determined to be infeasible because of incompatible uses, safety, security, or harm to ecological functions. Where feasible, ecological restoration and public access improvements shall be incorporated into the project.
- (b) Piers, Viewing Platforms, and Docks.
- (i) The following standards shall apply to new piers, viewing platforms and docks:
 - (A) New piers, viewing platforms, and docks are allowed in the Clover Island High Intensity Environment consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) to provide for existing and future water-dependent uses and subject to approval and conditions of federal and state permits addressing aquatic and riparian habitat, and consistent with the Shorelines Critical Areas Appendix A-2 requirements;
 - (B) New piers, viewing platforms and docks are allowed for public and commercial purposes. Docks serving four or less residential units are prohibited;
 - (C) New piers and docks are allowed only for water-dependent uses or public access;
 - (D) New piers and docks are restricted to the minimum size necessary to serve a proposed water-dependent use (based upon a needs analysis provided by the Applicant). For Clover Island High Intensity environment, the minimum

width for piers, docks and ramps shall be six feet and the maximum width shall be 12 feet;

- (E) New piers and docks are permitted only when specific need is demonstrated; and
 - (F) Water-related and water-enjoyment uses may be allowed as part of mixed-use development on over-water structures where they are clearly auxiliary to, and in support of, water-dependent uses, provided the minimum size requirement needed to meet the water-dependent use is not violated (WAC 173-26-231(3)(b)).
- (ii) The use of floating docks shall be encouraged in those areas where scenic values are high and where conflicts with recreational boaters and fishermen will not be created.
 - (iii) Open-pile piers shall be encouraged where shore trolling is important, where there is significant littoral drift and where scenic values will not be impaired. Piers and viewing platforms for the Clover Island High Intensity Environment shall be consistent with the Clover Island High Intensity Special Area Plan Standards and applicable federal and state construction standards and/or requirements. Pilings shall be permitted only when needed as a structural part of floating docks and to minimize the impact of local high winds on the structures. Pilings shall be structurally sound and cured prior to placement in the water. Creosote treated pilings are prohibited. Pilings employed in piers or any other structure shall have a minimum vertical clearance of two feet above the OHWM. The minimum number of pilings necessary shall be used in piers or viewing platforms.
 - (iv) Priority shall be given to the use of public piers, viewing platforms and docks. Cooperative use of these facilities is encouraged.
 - (v) New structures will be preferentially placed in developed areas to avoid degradation of habitat.
 - (vi) Location, design and construction of all piers, viewing platforms and docks shall result in no net loss of ecological processes and functions, and avoid, minimize and mitigate for ecological impacts. Construction materials and light transmission standards must be consistent with applicable state and federal requirements, and be based upon the most current, accurate, and complete scientific and technical information available. Piers, viewing platforms, and docks proposed in the Clover Island High Intensity Environment shall be consistent with the Clover Island High Intensity Special Area Plan Standards and applicable federal and state construction standards and/or requirements and other specified measures, including the following:
 - (A) New overwater structures must not be located on or within 50 feet of existing native aquatic vegetation;

- (B) New overwater structures must be located in water sufficiently deep to prevent the structure from grounding out at the lowest low water;
 - (C) New pier, ramp or dock grating surfaces must provide for a 40-percent minimum open area;
 - (D) Flotation material must be encapsulated with a shell that prevents breakup or loss of flotation material, and cannot be located where it impedes fish passage;
 - (E) Replacement of existing covered boat facilities (boat garages, covered moorage) shall be composed of clear translucent materials that have a minimum 25 percent light transmittance in either the roof material or exposed wall; and
 - (F) Night lighting must be oriented to minimize illumination of surrounding waters.
- (vii) Storage of fuel, oils and other toxic materials is prohibited on docks and piers except in portable containers that are provided with secondary containment.
- (c) Fill.
- (i) Location, design and construction of shoreline fills or cuts shall protect existing ecological values or natural resources and ensure that significant alteration of local currents will not occur nor create a hazard to adjacent life, property, and natural resources. Shoreline fills shall be avoided in critical areas or shoreline buffers, except for habitat enhancement as provided for in the Clover Island High Intensity Special Area Plan Standards, and applicable federal and state permit provisions including native riparian vegetation plantings and other specified measures. When unavoidable, or buffers are not involved, they should be minimized, and designed and located so that there will be no significant damage to and no net loss of existing ecological functions; ecosystem-wide processes and natural resources shall be protected.
 - (ii) Fills waterward of the ordinary high water mark shall be allowed by Substantial Development Permit in the Clover Island High Intensity Environment for ecological enhancement as provided for in the Clover Island High Intensity Special Area Plan Standards and applicable federal and state permit provisions, or by Conditional Use Permit when necessary to support the following uses:
 - (A) Water-dependent uses;
 - (B) Public access;
 - (C) Cleanup and disposal of contaminated sediments as part of an intra-agency environmental cleanup plan;
 - (D) Disposal of dredged material considered suitable under, and conducted in accordance with, the Dredged Material Management Program of the Department of Natural Resources;

- (E) Expansion or alteration of transportation facilities of statewide significance currently located on the shoreline and that demonstrate that alternatives to fill are not feasible;
 - (F) A mitigation action;
 - (G) Environmental restoration or enhancement; and
 - (H) Beach nourishment or enhancement.
- (iii) All perimeters of fills shall be provided with vegetation, bioengineered approaches or other mechanisms for erosion prevention.
 - (iv) Fill materials shall be of such quality that they will not adversely affect water quality.
- (d) Breakwaters, Jetties, Weirs, and Groins.
 - (i) Structures shall be designed, located and constructed with appropriate mitigation in such a way as to assure no net loss of ecological functions. The effect on public access and aesthetic values of the shoreline shall be considered in the design and location of structures.
 - (ii) Structures waterward of the ordinary high water mark shall be allowed only for water-dependent uses, public access, shoreline stabilization, or other specific public purpose.
 - (iii) A shoreline Conditional Use Permit shall be required for all structures except shoreline protection/restoration/enhancement projects and only allowed when demonstrated that no feasible alternative is available. Mitigation sequencing shall be provided to ensure no net loss of shoreline ecological functions and processes and shall be demonstrated by submittal of Mitigation Management Plan.
 - (e) Dredging and Dredge Material Disposal.
 - (i) Dredging and dredge material disposal shall be done in a manner which avoids or otherwise minimizes significant ecological impacts. Impacts which cannot be avoided shall be mitigated.
 - (ii) New development siting and design shall avoid the need for new and maintenance dredging.
 - (iii) Dredging for the purposes of establishing, expanding, or relocating or reconfiguring navigation channels and basins shall be allowed where necessary to assure safe and efficient accommodation of existing navigational uses. In such cases, significant ecological impacts shall be minimized and mitigation provided for any unavoidable impacts.
 - (iv) Maintenance dredging of established navigation channels and basins is restricted to maintaining previously dredged and/or existing authorized location, depth, and width.

- (v) Dredging for fill materials shall not be allowed, except when the material is necessary for the restoration of ecological functions, and is associated with a MTCA or CERCLA habitat restoration project or is approved through a shoreline Conditional Use Permit for use in any other significant habitat enhancement project. When allowed, fill material must be placed waterward of the ordinary high water mark.
 - (vi) Dredging of materials suitable for shoreline restoration or other activities to benefit shoreline resources may be allowed, provided the activity is done in a manner which avoids or otherwise minimizes ecological impacts.
 - (vii) Disposal of dredge material on shorelands, wetlands or within a channel migration zone shall be discouraged and is allowed only by shoreline Conditional Use Permit.
- (f) Signage.
- (i) Off-premises signs shall not be permitted on the shorelines.
 - (ii) Signs shall be mounted flush to the buildings they represent, and shall not extend above the roofline.
 - (iii) Flashing, moving, or animating signs shall not be permitted, unless required by law for air and water navigation.
 - (iv) Each use shall be permitted one square foot of sign for each five feet of the building frontage.
 - (v) Vistas and viewpoints shall not be degraded and visual access to the water from such vistas shall not be impaired by the placement of signs. All signs shall be located and designed to minimize interference with view corridors and visual access to the shoreline.
 - (vi) When feasible, signs shall be constructed against existing buildings to minimize visual obstructions of the shoreline and water bodies.
 - (vii) No signs shall be placed on trees, other natural features, or public utility poles.
- (g) Shoreline Habitat and Natural Systems Restoration and Enhancement Projects.
- (i) Shoreline habitat and natural systems enhancement projects, including those activities proposed and conducted specifically for the purpose of establishing, restoring, or enhancing habitat for listed species in shorelines, are encouraged, provided such projects' primary purpose is clearly enhancing or restoring the shoreline natural character and ecological functions. The project shall address legitimate enhancement or restoration needs and priorities and facilitate implementation of the restoration plan (Appendix A-4) developed pursuant to WAC 173-26-201(2)(f) and the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) and with applicable federal and state permit provisions.

- (ii) For the Clover Island High Intensity Environment, implementation of the aquatic, nearshore and riparian habitat enhancement plan, as provided in the Clover Island High Intensity Special Area Plan Standards shall accompany new development. Accompany means within 12 months of completion of a new development project, enhance the shoreline next to the new development consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6-4). Enhancement work will be conducted within the work window specified in applicable federal and state permits (typically late fall/winter time period).

([Ord. 5927 Sec. 5, 2021](#); Ord. 5281 Sec. 1, 2009)

Section 6. Section 18.68.130 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.130: - Shoreline Uses.

- (1) Applicability. The provisions of this section apply to specific common uses and types of development to the extent they occur within shoreline jurisdiction. All uses and development must be consistent with the Shoreline Master Program.
- (2) General Use Provisions.
 - (a) Principles. The following are objectives of the provisions of this section:
 - (i) Uses that are consistent with the control of pollution and prevention of damage to the natural environment, or are unique to or dependent upon uses of the State's shoreline areas, are preferred. Preference shall be given first to water-dependent uses, second to water-related uses and third to water-enjoyment uses;
 - (ii) The location, design and construction of new development in shoreline areas shall be done in a way that protects the public's health, safety, and welfare, as well as the land and its vegetation and wildlife, and protects property rights while implementing the policies of the Shoreline Management Act; and
 - (iii) Permitted uses shall result in no net loss of ecological functions associated with the shorelines.
 - (b) Conditional Uses.
 - (i) Purpose. The purpose of this section is to define the types of uses and development that require a shoreline Conditional Use Permit pursuant to RCW 90.58.100(5). Conditional Use Permits may be required for a variety of purposes, including:
 - (A) To effectively address unanticipated uses that are not classified in this Shoreline Master Program as described in WAC 173-27-030;
 - (B) To address cumulative impacts; and

- (C) To provide the opportunity to require specially tailored environmental analysis or design criteria for types of use or development that may otherwise be inconsistent with a specific environment designation within this Shoreline Master Program or with the Shoreline Management Act policies.
- (ii) Applicability. The following types of uses and development may require a Conditional Use Permit (see Section 18.68.240 for application process):
 - (A) Uses and development that may or will significantly impair or alter the public's use of the water areas of the State;
 - (B) Uses and development which, by their intrinsic nature, may have a significant ecological impact on shoreline ecological functions or shoreline resources depending on location, design, and site conditions;
 - (C) Specific shoreline uses identified in this Chapter as requiring a Conditional Use Permit; and
 - (D) The height limit for all uses shall be 35 feet in the Aquatic and Urban Conservancy Environments, and for the Clover Island High Intensity Environment, the heights provided in the Clover Island High Intensity Special Area Plan Standards (Appendix A-6). Proposed Uses may be able to exceed this limit through the Conditional Use process as described in Section 18.68.240.
- (c) Prohibitions.
 - (i) Aquaculture activities are prohibited in shorelands.
 - (ii) Agriculture activities are prohibited in shorelands.
- (d) Nonconforming Uses/Development or Nonconforming Structures. When a shoreline use or structure which was lawfully constructed or established prior to the effective date of the Shoreline Management Act or the Shoreline Master Program, or amendments thereto, but does not conform to the present regulations or standards of the Shoreline Master Program or policies of the Act, the following standards shall apply: "Nonconforming development" or "nonconforming structure" means an existing structure that was lawfully constructed at the time it was built but is no longer fully consistent with present regulations such as setbacks, buffers or yards; area; bulk; height or density standards due to subsequent changes to the master program. When such development or structure exists, the following standards shall apply:
 - (i) Nonconforming development may be continued and maintained, repaired, renovated, or structurally altered, provided that it is not enlarged, intensified, increased, or altered in any way which increases its nonconformity, except to enhance views from upland areas including streets, to enhance public access, or to contribute to protection, enhancement, restoration, or rehabilitation of or mitigation for impacts to critical areas or their buffers;

- (ii) A nonconforming development which is moved any distance must be brought as closely as possible into conformance with the Shoreline Master Program and the Act;
- (iii) If a nonconforming development is damaged to an extent not exceeding 75 percent of the replacement cost of the original development, it may be reconstructed to those configurations existing immediately prior to the time the development was damaged, provided that application is made for the permits necessary to restore the development within six months of the date the damage occurred, all permits are obtained and the restoration is completed within two years of permit issuance;
- ~~(iv) — If a noneonforming use is discontinued for 12 consecutive months or for 12 months during any two-year period, the nonconforming rights shall expire and any subsequent use shall be conforming. A use authorized pursuant to subsection (6) of this section shall be considered a conforming use for purposes of this section;~~
- ~~(v) — A structure which is being or has been used for a nonconforming use may be used for a different nonconforming use only upon the approval of a Conditional Use Permit. A Conditional Use Permit may be approved only upon a finding that:
 - ~~(A) — No reasonable alternative conforming use is practical;~~
 - ~~(B) — The proposed use will be at least as consistent with the policies and provisions of the Act and the Shoreline Master Program and as compatible with the uses in the area as the preexisting use; and~~
 - ~~(C) — In addition such conditions may be attached to the permit as are deemed necessary to assure compliance with the above findings, the requirements of the Shoreline Master Program and the Shoreline Management Act and to assure that the use will not become a nuisance or a hazard.~~~~
- ~~(vi) — An undeveloped lot, tract, parcel, site, or division of land located landward of the ordinary high water mark which was established in accordance with City zoning requirements prior to the effective date of the Act and this Shoreline Master Program but which does not conform to the present lot size standards may be developed if permitted by other City land use regulations and so long as such development conforms to all other requirements of the applicable Shoreline Master Program and the Act;~~
- (vii) — Structures that were legally established and are used for a conforming use but which are nonconforming with regard to setbacks, buffers or yards, area, bulk, height or density may be maintained and repaired and may be enlarged or expanded provided that said enlargement does not increase the extent of nonconformity by further encroaching upon, or extending into, areas where construction or use would not be allowed for new development or uses.

~~Uses and developments that were legally established and are nonconforming with regard to the use regulations of the Shoreline Master Program may continue as legal nonconforming uses. Such uses shall not be enlarged or expanded.~~

~~A use which is listed as a conditional use but which existed prior to adoption of the Shoreline Master Program or any relevant amendment and for which a Conditional Use Permit has not been obtained shall be considered a nonconforming use. A use which is listed as a conditional use but which existed prior to the applicability of the Shoreline Master Program to the site and for which a Conditional Use Permit has not been obtained shall be considered a nonconforming use.~~

(e) Nonconforming Uses. "Nonconforming use" means an existing shoreline use that was lawfully established prior to the effective date of the act or the applicable master program, but which does not conform to present use regulations due to subsequent changes to the master program. When such use exists, the following standards shall apply:

(i) If a nonconforming use is discontinued for 12 consecutive months or for 12 months during any two-year period, the nonconforming rights shall expire and any subsequent use shall be conforming. A use authorized pursuant to subsection (6) of this section shall be considered a conforming use for purposes of this section;

(ii) A structure which is being or has been used for a nonconforming use may be used for a different nonconforming use only upon the approval of a Conditional Use Permit. A Conditional Use Permit may be approved only upon a finding that:

(A) No reasonable alternative conforming use is practical;

(B) The proposed use will be at least as consistent with the policies and provisions of the Act and the Shoreline Master Program and as compatible with the uses in the area as the preexisting use; and

(C) In addition such conditions may be attached to the permit as are deemed necessary to assure compliance with the above findings, the requirements of the Shoreline Master Program and the Shoreline Management Act and to assure that the use will not become a nuisance or a hazard.

(iii) Uses and developments that were legally established and are nonconforming with regard to the use regulations of the Shoreline Master Program may continue as legal nonconforming uses. Such uses shall not be enlarged or expanded.

(iv) A use which is listed as a conditional use but which existed prior to adoption of the Shoreline Master Program or any relevant amendment and for which a Conditional Use Permit has not been obtained shall be considered a nonconforming use. A use which is listed as a conditional use but which existed

prior to the applicability of the Shoreline Master Program to the site and for which a Conditional Use Permit has not been obtained shall be considered a nonconforming use.

(f) Nonconforming Lots. “Nonconforming lot” means a lot that met dimensional requirements of the applicable master program at the time of its establishment but now contains less than the required width, depth or area due to subsequent changes to the master program. When such lots exist, the following standards shall apply:

(i) An undeveloped lot, tract, parcel, site, or division of land located landward of the ordinary high water mark which was established in accordance with City zoning requirements prior to the effective date of the Act and this Shoreline Master Program but which does not conform to the present lot size standards may be developed if permitted by other City land use regulations and so long as such development conforms to all other requirements of the applicable Shoreline Master Program and the Act;

(eg) **Shoreline Uses Table.**

- (i) The shoreline uses table identifies the level of approval required for the specific shoreline uses described in this Chapter.
- (ii) Buffers shall be maintained in accordance with Critical Areas Appendix A-2, Chapter 6 or any other Chapters of this Appendix A-2 as appropriate within shoreline jurisdiction.
- (iii) Building setbacks are measured landward from the edges of all critical area buffers or from the edges of all critical areas, if no buffers are required according to Appendix A-2, Section 1.220.
- (iv) To provide flexibility in the application of use regulations in a manner consistent with RCW 90.58.020, a Conditional Use Permit may be provided with special conditions, as applicable (see Sections 18.68.130(2)(b) and 18.68.240)
- (v) Bulk, dimensional and performance standard exceptions are made through the variance process.
- (vi) Reasonable Use. Where project proponents would seek a "Reasonable Use" exception to their proposal, they shall seek exception process and relief through the conditional use or variance process.

	Clover Island High Intensity	Urban Conservancy	Aquatic
	Permit	Permit	Permit
<i>Boating Facilities</i>			
Water-dependent	SDP	SDP	SDP
Water-oriented	SDP	CUP	Prohibited

Commercial			
Water-dependent	SDP	SDP	SDP
Water-related and water-enjoyment	SDP	SDP	CUP
Non-water-oriented	SDP	CUP	Prohibited
Industrial			
Water-dependent	Prohibited	Prohibited in ED map Sections A—D/CUP Section E	Prohibited in ED map Sections A—D/CUP Section E
Water-related and water-enjoyment	Prohibited	CUP only Section E	CUP
Non-water-oriented	Prohibited	CUP only Section E	Prohibited
In-stream Structures	SDP for uses that improve ecological functions CUP for all other uses	CUP	CUP
Historic, Educational and Recreational			
Water-dependent	SDP	SDP	SDP
Water-related and water-enjoyment	SDP	SDP	CUP
Water-enjoyment - walkways and trails	SDP	SDP	CUP
Non-water-oriented(5)	SDP	CUP	Prohibited
Residential Development			
Multi-Family Residential Development	SDP	Prohibited	Prohibited
Single-Family and Duplex	Prohibited	Prohibited	Prohibited
Transportation			
Motorized (includes public transit)	SDP	SDP	CUP
Capital Facilities and Utilities			
All Utilities; Water Supply Utilities; Signage	SDP	SDP	CUP
Fill	SDP	SDP	CUP
Dredging Disposal of Dredge Material in Shoreline Jurisdiction	CUP	CUP	CUP
	Clover Island High Intensity	Urban Conservancy	Aquatic

	Permit	Permit	Permit
<i>Boating Facilities</i>			
Water-dependent	SDP	SDP	SDP
Water-oriented	SDP	CUP	Prohibited
Commercial			
Water-dependent	SDP	SDP	SDP
Water-related and water-enjoyment	SDP	SDP	CUP
Non-water-oriented	SDP	CUP	Prohibited
Industrial			
Water-dependent	Prohibited	Prohibited in ED map Sections A—D/CUP Section E	Prohibited in ED map Sections A—D/CUP Section E
Water-related and water-enjoyment	Prohibited	CUP only Section E	CUP
Non-water-oriented	Prohibited	CUP only Section E	Prohibited
In-stream Structures	SDP for uses that improve ecological functions CUP for all other uses	CUP	CUP
Historic, Educational and Recreational			
Water-dependent	SDP	SDP	SDP
Water-related and water-enjoyment	SDP	SDP	CUP
Water-enjoyment - walkways and trails	SDP	SDP	CUP
Non-water-oriented(5)	SDP	CUP	Prohibited
Residential Development			
Multi-Family Residential Development	SDP	Prohibited	Prohibited
Single-Family and Duplex	Prohibited	Prohibited	Prohibited
Transportation Motorized (includes public transit)	SDP	SDP	CUP

Capital Facilities and Utilities All Utilities; Water Supply Utilities; Signage	SDP	SDP	CUP
Fill	SDP	SDP	CUP
Dredging Disposal of Dredge Material in Shoreline Jurisdiction	CUP	CUP	CUP

1. SDP = Substantial Development Permit
2. CUP = Conditional Use Permit. Uses not specifically identified may be considered through the CUP application process (see Section 18.68.240).
- (3) Standards for Specific Shoreline Uses. Permit process, height limit, and setback requirements for uses in each shoreline environment designation shall be in accordance with the shoreline use table in Section 18.68.130 and as stated in the following sections:
 - (a) Boating Facilities and Marinas. For the purposes of this Chapter, "boating facilities" includes marinas, boat storage and launch ramp development, and accessory uses.
 - (i) For the water dependent portion of the boating facilities, Substantial Development Permits shall be required in the Clover Island High Intensity, Urban Conservancy and Aquatic Environments.
 - (ii) Non-water-oriented portions of boating facilities shall require Substantial Development Permits in the Clover Island High Intensity Environment consistent with the Clover Island High Intensity Special Area Plan Standards, and Conditional Use Permits in the Urban Conservancy Environment. Such uses shall be prohibited in the Aquatic Environment.
 - (iii) Water-dependant uses, as defined by this Shoreline Master Program, may be located within a habitat conservation area or buffer when the applicant or property owner can demonstrate compliance with Appendix A-2, Chapters 1—6.
 - (iv) Boating facilities shall be located only at sites with suitable environmental conditions, shoreline configuration, access, and neighboring uses. Such facilities shall meet health, safety, and welfare requirements. All boating facilities shall be permitted and in compliance with all local, state and federal requirements.
 - (v) Location, design and construction of new boating facilities shall avoid, when feasible, or otherwise mitigate aesthetic impacts to the shoreline that are derived from natural or cultural features, such as shoreforms, vegetative cover, and historic sites/structures.

- (vi) Boating facilities shall not conflict with existing or planned public access opportunities. Public access is required for new marinas, particularly where water-enjoyment uses are associated with the marina, in accordance with WAC 173-26-221(4) and KMC 18.68.110(2)(e).
 - (vii) Boaters are prohibited from living in their vessels (live-aboard). Non-motorized floating homes shall not be permitted.
 - (viii) Boating facilities, and associated and accessory uses shall not be allowed if they result in a net loss of shoreline ecological functions.
 - (ix) Extended moorage on waters of the State without a lease or permission from appropriate authorities is prohibited, and any significant impacts to navigation and public access shall be mitigated.
 - (x) Special attention shall be given to the design and development of operational procedures for fuel handling and storage in order to minimize accidental spillage and provide satisfactory means for handling any spillage that does occur. A "maintenance and spill prevention and control plan" shall be required to be submitted by the applicant in order to get a shoreline permit.
 - (xi) In planning for propelled watercraft, assurances shall be made that waste disposal practices meet local and State health regulations, that the crafts are not located over highly productive fish food areas, and that the crafts are located to be compatible with the intent of the designated environments.
 - (xii) Marinas for float plane moorage shall be developed in accordance with any guidelines developed by the Washington State Department of Fisheries, Federal Aviation Administration, and U.S. Coast Guard.
- (b) Commercial Uses.
- (i) The location, design and construction of commercial uses and redevelopment shall achieve no net loss of shoreline ecological functions. For the Clover Island High Intensity Environment, the proposal shall enhance shoreline ecological functions within 12 months of completion of a new development project, consistent with the Clover Island High Intensity Special Area Plan Standards. Enhancement work will be conducted within the work window specified in applicable federal and state permits (typically late fall/winter time period).
 - (ii) Preference shall be given first to water dependent commercial uses, second to water-related uses, and third to water-enjoyment uses.
 - (iii) All commercial uses shall provide public access. Refer to WAC 173-26-221(4) and KMC 18.68.110(2)(e) for public access provisions.
 - (iv) In areas designated for commercial use, non-water-oriented commercial development may be allowed if the site is physically separated from the shoreline by another property or public right-of-way.

Non-water-dependent commercial uses should not be allowed over water except in existing structures or in the limited instances where they are auxiliary to and necessary in support of water-dependent uses.

Commercial development shall not result in a net loss of shoreline ecological functions or have significant adverse impact to other shoreline uses, resources and values provided for in RCW 90.58.020 such as navigation, recreation, and public access.

Non-water-oriented commercial uses shall not be allowed unless:

- (A) The use is part of a mixed-use project that includes water-dependent uses and provides a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration and complies with other applicable use standard(s) as established in this Chapter; or
- (B) Navigability is severely limited at the proposed site; and the commercial use provides a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration.

For water-dependent commercial uses, Substantial Development Permits shall be required in the Clover Island High Intensity, Urban Conservancy and Aquatic Environments.

- (v) Non-water-oriented commercial uses shall require Substantial Development Permits in the Clover Island High Intensity Environment consistent with the Clover Island High Intensity Special Area Plan Standards, and Conditional Use Permits for deviations to these standards and in the Urban Conservancy Environment. Non-water-oriented projects shall be consistent with subsections (i) and (iv) above. Non-water-oriented projects shall be prohibited in the Aquatic Environment.
- (vi) A Substantial Development Permit shall be required for water-related and water-enjoyment commercial uses in the Urban Conservancy. A Conditional Use Permit shall be required for uses in the Aquatic Environment, consistent with the following:
 - (A) Pier and dock construction shall be restricted to the minimum size necessary to meet the needs of the proposed water-dependent use. Water-related and water-enjoyment uses may be allowed as part of mixed-use development on over-water structures where they are clearly auxiliary to, and in support of, water-dependent uses and consistent with minimum size requirements needed to meet the water-dependent use (WAC 173-26); and
 - (B) As Part of Mixed-Use, mixed use developments shall comply with other applicable use standard(s) as established in this Chapter.

- (vii) Water-dependent uses, as defined by this Shoreline Master Program, may be located within a habitat conservation area or buffer when the applicant or property owner can demonstrate compliance with Appendix A-2, Chapters 1—6.

Water-related, water enjoyment, and non-water oriented commercial uses shall be required to comply with the critical area regulations, buffer and setback regulations as identified in Appendix A-2.

- (viii) Where commercial use is proposed for location on land in public ownership, public access is required.

(c) Industrial Uses.

- (i) Priority shall be given to water-dependent industries which require use of navigable water, and then to other water-oriented industrial uses, over other industrial uses.

- (ii) New non-water-oriented industrial development shall be prohibited on shorelines except when:

- (A) The use is part of a mixed-use project that includes water-dependent uses and provides a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration or enhancement; or

- (B) Navigability is severely limited at the proposed site; and the industrial use provides a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration or enhancement; or

- (C) In areas designated for industrial use, non-water-oriented industrial uses may be allowed if the site is physically separated from the shoreline by another property, public right-of-way, or a levee system maintained by or maintained under license from the federal government, the State, or a political subdivision of the State.

- (iii) Industrial facilities are prohibited in the Clover Island High Intensity Environment. Industrial facilities are prohibited in the Urban Conservancy and Aquatic Environments, except reconstructed, replaced or new facilities in shoreline segment E (Exhibit 1) where they may be allowed through a Conditional Use Permit. Only the dock/port portion of a facility may be located in the Aquatic Environment.

- (iv) The height limit for industrial uses shall be 35 feet. Industrial facilities may be able to exceed this limit through the Conditional Use process as described in Sections 18.68.240 and 18.68.110(2)(e) of this Chapter.

- (v) Water-dependent uses, as defined by this Shoreline Master Program, may be located within a habitat conservation area or buffer when the applicant or

property owner can demonstrate compliance with critical areas provisions (Appendix A-2).

- (vi) The design, location, and construction of industrial uses shall include appropriate mitigation, as necessary, to assure no net loss of ecological functions.
 - (vii) Applicants for industrial uses shall consider incorporating public access as mitigation for impacts to shoreline resources and values unless public access cannot be provided in a manner that does not result in significant interference with operations or hazards to life or property, as provided in WAC 173-26-221(4). Where a proposed industrial use is on publically owned land, public access shall be required.
 - (viii) Industrial development and redevelopment will be encouraged to provide environmental cleanup and restoration of the shoreline area as part of the development, as applicable.
 - (ix) Industrial port facilities will be designed to permit viewing of shoreline areas from view-points, waterfront restaurants, and similar public facilities which will not interfere with operations or endanger public health and safety.
 - (x) The cooperative use of pre-existing docks parking, cargo handling, and water-dependent storage facilities is strongly encouraged in waterfront industrial areas. New additional parking facilities shall be located landward of the pre-existing buildings and development.
- (d) In-stream Structures. For the purposes of this Chapter, "In-stream structure" means a structure placed by humans within a stream or river waterward of the ordinary high water mark that either causes or has the potential to cause water impoundment or the diversion, obstruction, or modification of water flow. In-stream structures may include those for hydroelectric generation, irrigation, water supply, flood control, transportation, utility service transmission, fish habitat enhancement, or other purpose.

In-stream structures shall provide for the protection and preservation, of ecosystem-wide processes, ecological functions, and cultural resources, including, but not limited to, fish and fish passage, wildlife, and water resources, critical areas, hydrogeological processes, and natural scenic vistas. The location and planning of in-stream structures shall give due consideration to the full range of public interests, watershed functions and processes, and environmental concerns, with special emphasis on protecting and restoring or enhancing priority habitats and species.

- (i) Substantial Development Permits shall be required in the Clover Island High Intensity Environment consistent with the Clover Island High Intensity Special Area Plan Standards.

- (ii) Conditional Use Permits shall be required for deviations to the Clover Island High Intensity Special Area Plan Standards and in the Urban Conservancy and Aquatic Environments.
 - (iii) In-stream structures shall be sited and designed consistent with appropriate engineering principles, including guidelines of the Natural Resource Conservation Service and the U.S. Army Corps of Engineers and the City of Kennewick Flood Damage Protection Code 18.93 and this Shoreline Master Program.
 - (iv) Non-structural and non-regulatory methods to protect, enhance and restore shoreline ecological functions and processes and other shoreline resources shall be encouraged as an alternative to structural flood control works and in-stream structures. Nonregulatory and non-structural methods may include public facility and resource planning, land or easement acquisition, education, voluntary protection and enhancement projects, or incentive programs.
 - (v) In-stream structures shall be constructed and maintained in a manner that does not degrade the quality of affected waters. The City may require reasonable conditions to achieve this objective such as setbacks, buffers, or storage basins.
 - (vi) Natural in-stream features such as snags, uprooted trees or stumps ~~should~~ shall be left in place unless it can be demonstrated that they are actually causing deleterious bank erosion or higher flood stages which directly threaten human life, property, or infrastructure.
 - (vii) In-stream structures shall allow for normal ground water movement and surface runoff.
 - (viii) In-stream structures shall preserve valuable recreation resources and aesthetic values, such as islands.
 - (ix) No in-stream structure may be constructed without the developer having obtained all applicable federal, state, and local permits and approvals, including, but not limited to, an Hydraulic Project Approval (HPA) from the State Department of Fish and Wildlife.
- (e) Historic, Educational, and Recreational Uses. For the purposes of this Chapter, "historic, educational, and recreational uses" include commercial and public facilities designed and used to make such uses accessible to the public.
- (i) Shoreline recreational development shall be given priority and is primarily related to access to, enjoyment and use of the water and shorelines of the State.
 - (ii) Historic, educational, and recreational uses are allowed in all environments.
 - (iii) Water-dependent uses of the shoreline for historic, educational, and recreational uses are allowed with Substantial Development Permits in all environments. Water-related and water enjoyment uses will be allowed with Substantial Development Permits when consistent with the Clover Island High

Intensity Special Area Plan Standards, and in the Urban Conservancy Environment, and by Conditional Use Permit in the Aquatic Environment.

- (iv) Water-dependent uses of the shoreline, as defined by this Shoreline Master Program, for historic, educational, and recreational uses that require no permanent structures may be located within a habitat conservation area or buffer when the applicant or property owner can demonstrate compliance with Appendix A-2.
- (v) Water-Oriented and Non-water-oriented projects, as part of a mixed-use project, including the Clover Island High Intensity Special Area Plan Standards, shall comply with setback and buffer standards established in Shoreline Master Program Critical Area Standards, Appendix A-2. Temporary water enjoyment structures with a 30-day or less time limit of placement (such as for boat races) may be permitted with a ten-foot shoreline setback within Clover Island High Intensity and Urban Conservancy Environment buffers.
- (vi) Walkways and trails provided that those pathways that are generally parallel to the perimeter of the wetland or shoreline may be located in the outer 25 percent of the buffer area. For the Clover Island High Intensity Environment, walkways/boardwalks can be located in the outer 50 percent of the buffer area if they are built on piling and provide mitigation as required in Shoreline Master Program Critical Area Standards, Appendix A-2.
- (vii) Trail width of ten feet maximum is allowed within the buffer area. Water dependent access is allowed within the buffer, consistent with Shoreline Master Program Critical Area Standards, Appendix A-2, and Americans with Disabilities Act (ADA) regulations.
- (viii) The Planning Official has the ability to increase the trail width or modify trail design on a case-by-case basis if:
 - (A) The additional width of the trail is located outside the required buffer, and/or
 - (B) There is an established need for compliance with ADA accessible trail regulation.

In such cases, the trail shall be the minimum size necessary.

- (ix) The location, design and operation of public recreational facilities shall be conducted in a manner consistent with the purpose of the environment designation in which they are located and that assures no net loss of shoreline ecological functions of the shoreline.
- (x) Linkage of shoreline parks and public access points through the use of linear access is encouraged.
- (xi) To avoid wasteful use of the limited supply of recreational shoreland, parking areas shall be located inland away from the immediate edge of the water and recreational beaches. Access should be provided by walkways or other methods.

- (xii) Recreational developments should be of such variety as to consider the diversity of demands from groups in nearby population centers. The supply of recreation facilities should be directly proportional to the proximity of population and compatible with the environment designations.
 - (xiii) Facilities for intensive recreational activities shall be provided where sewage disposal and vector control can be accomplished to meet public health standards without adversely altering the natural features attractive for recreational uses.
 - (xiv) In locating proposed new open areas which use large quantities of fertilizers and pesticides in their turf maintenance programs, provisions must be made to prevent these chemicals from entering water. If this type of facility is approved on a shoreline location, provisions shall be made for protection of water areas from drainage and surface runoff. The Planning Official may require a critical areas analysis, stormwater management plan, park management plan, or golf/turf chemical management plan as part of the project permitting review.
- (f) Residential Development.
- (i) New multi-family residential uses are permitted as a non-water-oriented use within the Clover Island High Intensity Environment consistent with the Clover Island High Intensity Special Area Plan Standards.
 - (ii) New multi-family residential developments are prohibited in Urban Conservancy and Aquatic Environments.
 - (iii) Mixed-use residential development in the Clover Island High Intensity Environment shall require the same buffer limitations as part of its water-oriented or mixed use portion.
 - (iv) The development and appropriate mitigation shall assure no net loss of shoreline ecological functions will result from new residential development.
 - (v) New over-water residences, including floating homes, are prohibited within shoreline jurisdiction.
 - (vi) The maximum density for multi-unit residential development shall not exceed 27 dwelling units per acre.
 - (vii) Single-family and duplex residential developments are prohibited in all environment designations.
- (g) Transportation.
- (i) Substantial Development Permits shall be required for transportation facilities located in the Clover Island High Intensity and Urban Conservancy Environments. Conditional Use Permits shall be required for transportation facilities in the Aquatic Environment.
 - (ii) Motorized transportation facilities shall comply with setback and buffer standards established in Shoreline Master Program Critical Area Standards, Appendix A-2.

- (iii) Proposed transportation and parking facilities shall be planned, located, and designed where routes shall have the least possible adverse effect on unique or fragile shoreline features, and with appropriate mitigation will not result in a net loss of shoreline ecological functions or adversely impact existing or planned water-dependent uses.
 - (iv) Circulation system planning shall include systems for pedestrian, bicycle, and public transportation where appropriate. Circulation planning and projects should support existing and proposed shoreline uses that are consistent with this Chapter.
 - (v) Parking facilities in shorelines are not a preferred use and shall be allowed only as necessary to support an authorized use. Environmental and visual impacts of parking facilities shall be minimized.
 - (vi) Whenever feasible, major highways, freeways, and railways should be located away from shorelands, except in port and heavy industrial areas, so that shoreland roads may be reserved for slow-moving recreational traffic.
 - (vii) Transportation and parking plans and projects shall be consistent with the public access policies, public access plan, and environmental protection provisions of this Chapter.
 - (viii) Where feasible, transportation corridors should be located upland to reduce pressures for the use of waterfront sites.
- (h) Capital Facilities and Utilities. Definition: Utilities are services and facilities that produce, convey, store or process such things as power, natural gas, sewage, communications, oil and waste. Capital facilities include wastewater treatment plants, bridges, water reservoirs, electrical substations, and gas regulating stations. On-site utility features serving a primary use such as a water, sewer or gas line to a development are "accessory utilities" and shall be considered part of the use.
- (i) Substantial Development Permits shall be required for utilities within the Clover Island High Intensity and Urban Conservancy Environments. A Conditional Use Permit shall be required for utilities located in the Aquatic Environment.
 - (ii) Utilities supporting water-dependent uses, as defined by this Shoreline Master Program, may be located within a habitat conservation area or buffer when the applicant or property owner can demonstrate compliance with Shoreline Master Program Critical Area Standards (Appendix A-2). Utilities shall also comply with setback and buffer standards established in Appendix A-2.
 - (iii) The design, location, and construction of utility facilities with appropriate mitigation shall be conducted in such a manner as to assure no net loss of shoreline ecological functions, preserve the natural landscape and minimize conflicts with present and planned land and shoreline uses while meeting the needs of future populations in areas planned to accommodate growth.

- (iv) Utilities shall be located in existing rights-of-way and corridors whenever feasible.
 - (v) Utility production and processing facilities, such as power plants and sewage treatment plants, or parts of those facilities that are non-water-oriented, such as pumping stations, are prohibited in shoreline jurisdiction, unless it can be demonstrated that no other feasible option is available. Stormwater outfall infrastructure is allowed.
 - (vi) Expansions or upgrades of existing wastewater treatment facility outfalls shall be allowed.
 - (vii) Transmission facilities for the conveyance of services, such as power lines, communication cables, and pipelines, shall be located outside of shoreline jurisdiction where feasible, and when necessarily located within the shoreline area shall with appropriate mitigation assure no net loss of shoreline ecological functions.
 - (viii) Over-water utility crossings shall be allowed only when no feasible alternative exists.
 - (ix) New utilities or the substantial expansion of existing utilities shall:
 - (A) Be located underground or under water, if feasible;
 - (B) Utilize low impact, low profile design and construction methods; and
 - (C) Be consistent with all applicable federal, state and local regulations.
 - (x) Maintenance and replacement of existing utilities shall be exempt from subsections (viii)(A) and (viii)(B) above.
 - (xi) Transmission facilities for the conveyance of services, such as power lines, cables, and pipelines, shall be located outside of the shoreline area where feasible and when necessarily located within the shoreline area shall assure no net loss of shoreline ecological functions.
- (i) Fill Practices.
 - (i) Substantial Development Permits shall be required for proposed fill projects within the Clover Island High Intensity and Urban Conservancy Environments. A Conditional Use Permit shall be required for proposed fill projects located in the Aquatic Environment.
 - (ii) See Section 18.68.120(3)(c) for additional requirements.
 - (j) Dredging and Disposal of Dredge Material Practices.
 - (i) A Conditional Use Permit shall be required for proposed dredge and dredge material disposal projects located in the Clover Island High intensity, Urban Conservancy, and Aquatic Environments.
 - (ii) See Section 18.68.120(3)(e) for additional requirements.

([Ord. 5927 Sec. 6, 2021](#); Ord. 5281 Sec. 1, 2009)

Section 7. Section 18.68.230 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.230: - Application for Substantial Development Permits.

- (1) An applicant desiring to begin a new substantial development within the shoreline jurisdiction must apply to the Planning Official for a shoreline Substantial Development Permit. The application must comply with Section 18.68.260 of this Chapter.
 - (a) A Substantial Development Permit shall be granted only when the development proposed is consistent with:
 - (i) The policies and procedures of the Shoreline Management Act;
 - (ii) The provisions of this regulation; and
 - (iii) The adopted Shoreline Master Program for Kennewick's shoreline.
- (2) Notice of Application. After filing a proper application, the City must publish notice thereof at least once a week on the same day of the week for two consecutive weeks in a newspaper of general circulation within the City. The City must also mail written notice to the Clover Island Yacht Club, Port of Kennewick, Audubon Society, Park and Recreation Commission, and all property owners within 300 feet of the proposed substantial development. The City may require an applicant to give notice at his or her expense.

Any interested person shall be allowed to submit comments regarding the application, or contact the Planning Official to request a copy of the action taken upon the application. All persons who submit their views and all others who notify the Planning Official within 30 days of the last date of publication of the notice are entitled to receive a copy of the action taken upon the application.

- (3) Duties of the Hearing Examiner. The Planning Official shall make recommendations based on this Shoreline Master Program and transmit such recommendations to the Hearing Examiner within a reasonable time after the end of the 30-day notice period. The Hearing Examiner shall consider the proposed substantial development based on information from: the application; written comments from interested parties during the public comment period; independent study of the Planning Department; and views expressed during any public hearing which may be held by the Hearing Examiner. The Hearing Examiner may request additional information. After the review, the Hearing Examiner shall approve, conditionally approve, or deny permits; provided that if the Hearing Examiner does not wish to follow the recommendations of the Planning Official, it may refer the matter back to the Planning Official for reconsideration. Upon receipt of the further recommendations of the Planning Official the Hearing Examiner shall then adopt the recommendation or consider the matter at its own public hearing. The Hearing Examiner may rescind any permit upon the finding that the applicant has not

complied with the conditions of the permit. All permits entailing a variance or conditional use under the approved Shoreline Master Program shall be submitted to Ecology for its approval or disapproval.

- (4) Notice of Action. The City must notify the following persons in writing of any final approval or denial of a permit:
 - (a) The applicant;
 - (b) Ecology;
 - (i) Notification shall be done using return receipt requested mail.
 - (c) The Washington State Attorney General;
 - (i) Notification shall be done using return receipt requested mail.
 - (d) Any person who has submitted written comments upon the application during the public comment period; and
 - (e) Any person who has written the Planning Department requesting notification.
- (5) Building Permits Delayed. No building permit may be issued within 30 days of issuing a shoreline Substantial Development Permit or until all review proceedings initiated within those 30 days are terminated. Nothing in this permit shall be construed as excusing the applicant from compliance with any local, state, or federal statutes, ordinances or regulations applicable to the proposed substantial development.
- (6) Appeals. Any person aggrieved by the granting, denying, or rescinding of a shoreline development permit may seek review by filing a request for review with the Shorelines Hearings Board, Ecology and the Attorney General within 30 days of receipt of the final order.

([Ord. 5927 Sec. 7, 2021](#); Ord. 5322 Sec. 64, 2010; Ord. 5281 Sec. 1, 2009)

Section 8. Section 18.68.240 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.240: - Application for Conditional Use Permits.

- (1) The purpose of a Conditional Use Permit is to provide a system within the Shoreline Master Program which allows flexibility in the application of use regulations in a manner consistent with the policies of RCW 90.58.020. In authorizing a conditional use, special conditions may be attached to the permit by the City to prevent undesirable effects of the proposed use and/or to assure consistency of the project with the Act and the local Shoreline Master Program.
- (2) Uses which are classified or set forth in this Shoreline Master Program as conditional uses and unlisted uses may be authorized, provided, that the applicant demonstrates all of the following:

- (a) That the proposed use is consistent with the policies of RCW 90.58.020 and the Shoreline Master Program;
 - (b) That the proposed use shall not interfere with the normal public use of public shorelines;
 - (c) That the proposed use of the site and design of the project is compatible with other authorized uses within the area and with uses planned for the area under the Comprehensive Plan and Shoreline Master Program;
 - (d) That the proposed use shall cause no significant adverse effects to the shoreline environment in which it is to be located; and
 - (e) That the public interest suffers no substantial detrimental effect.
- (3) In the granting of all Conditional Use Permits, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example, if Conditional Use Permits were granted for other developments in the area where similar circumstances exist, the total of the conditional uses shall also remain consistent with the policies of RCW 90.58.020 and shall not produce substantial adverse effects to the shoreline environment.
 - (4) Other uses which are not classified or set forth in this Shoreline Master Program may be authorized as conditional uses, provided, the applicant can demonstrate consistency with the requirements of this section and the requirements for conditional uses contained in the Shoreline Master Program.
 - (5) Uses which are specifically prohibited by the Shoreline Master Program may not be authorized pursuant to either subsection (2) or (3) of this section.
 - (6) Conditional Use Permits shall be processed as administrative permit applications with public notice and comment pursuant to KMC Chapter 18.42 and shall meet the approval criteria listed in this section. The Planning Official shall issue the permit and administrative appeals shall be heard by the Hearing Examiner. Non-administrative appeals are heard by the Shoreline Hearings Board.
 - (7) All notification shall be in accordance with WAC 173-27-110, [WAC 173-27-130](#) and KMC Section 4.12.090.

([Ord. 5927 Sec. 8, 2021](#); Ord. 5322 Sec. 65, 2010; Ord. 5281 Sec. 1, 2009)

Section 9. Section 18.68.250 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.250: - Application for Variance.

The purpose of a Variance Permit is strictly limited to granting relief from specific bulk, dimensional or performance standards set forth in this Shoreline Master Program where there are extraordinary or unique circumstances relating to the physical character or configuration of property such that the strict implementation of the Shoreline Master Program shall impose

unnecessary hardships on the applicant or thwart the policies set forth in RCW 90.58.020. Variances may be authorized, provided, the applicant can demonstrate compliance with the following:

- (1) Variance Permits shall be granted in circumstances where denial of the permit would result in a thwarting of the policy enumerated in RCW 90.58.020. In all instances the applicant must demonstrate that extraordinary or unique circumstances exist and the public interest shall suffer no substantial detrimental effect.
- (2) Variance Permits for development and/or uses that will be located landward of the ordinary high water mark, as defined in RCW 90.58.030(2)(b), and/or landward of any wetland as defined in RCW 90.58.030(2)(h), may be authorized, provided, the applicant can demonstrate all of the following:
 - (a) That the strict application of the bulk, dimensional or performance standards set forth in the applicable Shoreline Master Program precludes, or significantly interferes with, reasonable use of the property;
 - (b) That the hardship described in (a) of this subsection is specifically related to the property, and is the result of unique conditions such as irregular lot shape, size, or natural features and the application of the Shoreline Master Program, and not, for example, from deed restrictions or the applicant's own actions;
 - (c) That the design of the project is compatible with other authorized uses within the area and with uses planned for the area under the Comprehensive Plan and Shoreline Master Program and will not cause adverse impacts to the shoreline environment;
 - (d) That the variance shall not constitute a grant of special privilege not enjoyed by the other properties in the area; and
 - (e) That the variance requested is the minimum necessary to afford relief.
- (3) Variance Permits for development and/or uses that will be located waterward of the ordinary high water mark, as defined in RCW 90.58.030(2)(b), or within any wetland as defined in RCW 90.58.030 (2)(h), may be authorized, provided, the applicant can demonstrate all of the following:
 - (a) That the strict application of the bulk, dimensional or performance standards set forth in the applicable Shoreline Master Program precludes all reasonable use of the property;
 - (b) That the proposal is consistent with the criteria established under subsection (2)(b) through (e) of this section; and
 - (c) That the public rights of navigation and use of the shorelines will not be adversely affected.
- (4) In the granting of all Variance Permits, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example, if variances were granted to other developments and/or uses in the area where similar circumstances exist,

the total of the variances shall also remain consistent with the policies of RCW 90.58.020 and shall not cause substantial adverse effects to the shoreline environment.

- (5) Variances from the use regulations of the Shoreline Master Program are prohibited.
- (6) Variance Permits will be processed as administrative permit applications with public notice and comment pursuant to KMC Chapters 18.42 and 18.54, and shall meet the approval criteria listed in Section 18.68.250(2) above. The Planning Official will issue the permit and administrative appeals will be heard by the Hearing Examiner.
- (7) All notification shall be in accordance with WAC 173-27-110, [WAC 173-27-130](#) and KMC Chapter 4.12.090.

([Ord. 5927 Sec. 9, 2021](#); Ord. 5322 Sec. 66, 2010; Ord. 5281 Sec. 1, 2009)

Section 10. Section 18.68.255 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.255: - Special Procedures for WSDOT Projects.

- (1) Permit review time for projects on a state highway. Pursuant to RCW 47.01.485, the Legislature established a target of 90 days review time for local governments.
- (2) Optional process allowing construction to commence twenty-one days after date of filing. Pursuant to RCW 90.58.140, Washington State Department of Transportation projects that address significant public safety risks may begin twenty-one days after the date of filing if all components of the project will achieve no net loss of shoreline ecological functions.

([Ord. 5927 Sec. 10, 2021](#))

Section 11. Section 18.68.280 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.280: - Shoreline Exemptions.

- (1) An exemption from a Substantial Development Permit process is not an exemption from compliance with the Act or this Shoreline Master Program, or from any other regulatory requirements. To be authorized, all uses and developments must be consistent with the policies and regulatory provisions of this Shoreline Master Program and the Act. An exemption from the requirement to obtain a substantial development permit is not an exemption from the requirement to obtain a conditional use permit or variance. The burden of proof that a development or use is exempt from the permit process is on the applicant. If any part of a proposed development is not eligible for exemption, then a substantial development permit is required for the entire proposed development project. The Planning Official may attach conditions to the approval of exempted developments

and/or uses as necessary to assure consistency of the project with the Act and this Master Program.

(2) Exemptions shall be construed narrowly. Only those developments that meet the precise terms of one or more of the listed exemptions, found within WAC 173-27-040, may be granted exemption from the substantial development permit process. Consistent with RCW 90.58.030(3)(e) and WAC 173-27-040 (as amended), the—The following activities shall be considered exempt from the requirement to obtain a shoreline Substantial Development Permit:

(a) Any development of which the total cost or fair market value, whichever is higher, does not exceed seven thousand forty seven dollars (\$7047.00), if such development does not materially interfere with the normal public use of the water or shorelines of the state. The dollar threshold established in this subsection is be adjusted for inflation by the office of financial management every five years, beginning July 1, 2007, based upon changes in the consumer price index during that time period. For purposes of determining whether or not a permit is required, the total cost or fair market value shall be based on the value of development that is occurring on shorelines of the state as defined in RCW 90.58.030 (2)(c). The total cost or fair market value of the development shall include the fair market value of any donated, contributed or found labor, equipment or materials;

(b) Normal maintenance or repair of existing structures or developments, including damage by accident, fire or elements. "Normal maintenance" includes those usual acts to prevent a decline, lapse, or cessation from a lawfully established condition. "Normal repair" means to restore a development to a state comparable to its original condition, including but not limited to its size, shape, configuration, location and external appearance, within a reasonable period after decay or partial destruction, except where repair causes substantial adverse effects to shoreline resource or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration, location and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment;

(c) Construction of the normal protective bulkhead common to single-family residences. A "normal protective" bulkhead includes those structural and nonstructural developments installed at or near, and parallel to, the ordinary high water mark for the sole purpose of protecting an existing single-family residence and appurtenant structures from loss or damage by erosion. A normal protective bulkhead is not exempt if constructed for the purpose of creating dry land. When a vertical or near vertical wall is being constructed or reconstructed, not more than one cubic yard of fill per one foot of wall may be used as backfill. When an existing bulkhead is being repaired by construction of a vertical wall fronting the existing wall, it shall be constructed no further waterward of the existing bulkhead than is necessary for construction of new footings. When a bulkhead has deteriorated such that an ordinary

high water mark has been established by the presence and action of water landward of the bulkhead then the replacement bulkhead must be located at or near the actual ordinary high water mark. Beach nourishment and bioengineered erosion control projects may be considered a normal protective bulkhead when any structural elements are consistent with the above requirements and when the project has been approved by the department of fish and wildlife;

- (d) Emergency construction necessary to protect property from damage by the elements. An "emergency" is an unanticipated and imminent threat to public health, safety, or the environment which requires immediate action within a time too short to allow full compliance with this chapter. Emergency construction does not include development of new permanent protective structures where none previously existed. Where new protective structures are deemed by the administrator to be the appropriate means to address the emergency situation, upon abatement of the emergency situation the new structure shall be removed or any permit which would have been required, absent an emergency, pursuant to chapter 90.58 RCW, these regulations, or the local master program, obtained. All emergency construction shall be consistent with the policies of chapter 90.58 RCW and the local master program. As a general matter, flooding or other seasonal events that can be anticipated and may occur but that are not imminent are not an emergency;
- (e) Construction and practices normal or necessary for farming, irrigation, and ranching activities, including agricultural service roads and utilities on shorelands, construction of a barn or similar agricultural structure, and the construction and maintenance of irrigation structures including but not limited to head gates, pumping facilities, and irrigation channels: Provided, That a feedlot of any size, all processing plants, other activities of a commercial nature, alteration of the contour of the shorelands by leveling or filling other than that which results from normal cultivation, shall not be considered normal or necessary farming or ranching activities. A feedlot shall be an enclosure or facility used or capable of being used for feeding livestock hay, grain, silage, or other livestock feed, but shall not include land for growing crops or vegetation for livestock feeding and/or grazing, nor shall it include normal livestock wintering operations;
- (f) Construction or modification of navigational aids such as channel markers and anchor buoys;
- (g) Construction on shorelands by an owner, lessee or contract purchaser of a single-family residence for their own use or for the use of their family, which residence does not exceed a height of thirty-five feet above average grade level and which meets all requirements of the state agency or local government having jurisdiction thereof, other than requirements imposed pursuant to chapter 90.58 RCW. "Single-family residence" means a detached dwelling designed for and occupied by one family including those structures and developments within a contiguous ownership which are a normal appurtenance. An "appurtenance" is necessarily connected to the use and enjoyment of a single-family residence and is located landward of the ordinary high water mark and the perimeter of a wetland. On a statewide basis, normal

appurtenances include a garage; deck; driveway; utilities; fences; installation of a septic tank and drainfield and grading which does not exceed two hundred fifty cubic yards and which does not involve placement of fill in any wetland or waterward of the ordinary high water mark. Local circumstances may dictate additional interpretations of normal appurtenances which shall be set forth and regulated within the applicable master program. Construction authorized under this exemption shall be located landward of the ordinary high water mark;

- (h) Construction of a dock, including a community dock, designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or contract purchaser of single-family and multiple-family residences. A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities or other appurtenances. This exception applies if in fresh waters the fair market value of the dock does not exceed:
 - (i) Twenty thousand dollars for docks that are constructed to replace existing docks, are of equal or lesser square footage than the existing dock being replaced, and are located in a county, city, or town that has updated its master program consistent with the master program guidelines in chapter 173-26 WAC as adopted in 2003; or
 - (ii) Ten thousand dollars for all other docks constructed in fresh waters.

However, if subsequent construction occurs within five years of completion of the prior construction, and the combined fair market value of the subsequent and prior construction exceeds the amount specified in either (h)(i) or (ii) of this subsection, the subsequent construction shall be considered a substantial development for the purpose of this chapter.

- (i) Operation, maintenance, or construction of canals, waterways, drains, reservoirs, or other facilities that now exist or are hereafter created or developed as a part of an irrigation system for the primary purpose of making use of system waters, including return flow and artificially stored groundwater from the irrigation of lands;
- (j) The marking of property lines or corners on state-owned lands, when such marking does not significantly interfere with normal public use of the surface of the water;
- (k) Operation and maintenance of any system of dikes, ditches, drains, or other facilities existing on September 8, 1975, which were created, developed or utilized primarily as a part of an agricultural drainage or diking system;
- (l) Any project with a certification from the governor pursuant to chapter 80.50 RCW;
- (m) Site exploration and investigation activities that are prerequisite to preparation of an application for development authorization under this chapter, if:
 - (i) The activity does not interfere with the normal public use of the surface waters;
 - (ii) The activity will have no significant adverse impact on the environment including but not limited to fish, wildlife, fish or wildlife habitat, water quality, and aesthetic values;

- (iii) The activity does not involve the installation of any structure, and upon completion of the activity the vegetation and land configuration of the site are restored to conditions existing before the activity;
- (iv) A private entity seeking development authorization under this section first posts a performance bond or provides other evidence of financial responsibility to the local jurisdiction to ensure that the site is restored to preexisting conditions; and
- (v) The activity is not subject to the permit requirements of RCW 90.58.550;
- (n) The process of removing or controlling aquatic noxious weeds, as defined in RCW 17.26.020, through the use of an herbicide or other treatment methods applicable to weed control that are recommended by a final environmental impact statement published by the department of agriculture or the department of ecology jointly with other state agencies under chapter 43.21C RCW;
- (o) Watershed restoration projects as defined herein. Local government shall review the projects for consistency with the shoreline master program in an expeditious manner and shall issue its decision along with any conditions within forty-five days of receiving all materials necessary to review the request for exemption from the applicant. No fee may be charged for accepting and processing requests for exemption for watershed restoration projects as used in this section. See WAC 173-27-040(2)(o) for relevant definitions, review and approval criteria.
- (p) A public or private project that is designed to improve fish or wildlife habitat or fish passage, when all of the following apply:
- (i) The project has been approved in writing by the department of fish and wildlife;
 - (ii) The project has received hydraulic project approval by the department of fish and wildlife pursuant to chapter 77.55 RCW; and
 - (iii) The local government has determined that the project is substantially consistent with the local shoreline master program. The local government shall make such determination in a timely manner and provide it by letter to the project proponent.
- Fish habitat enhancement projects that conform to the provisions of RCW 77.55.181 are determined to be consistent with local shoreline master programs. See WAC 173-27-040(2)(p) for relevant definitions, review and process requirements.
- (q) The external or internal retrofitting of an existing structure with the exclusive purpose of compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.) or to otherwise provide physical access to the structure by individuals with disabilities. ~~(a) Environmental Excellence Program agreements (RCW 90.58.045): Notwithstanding any other provision of law, any legal requirement under this Chapter, including any standard, limitation, rule, or order is superseded and replaced in accordance with the terms and provisions of an environmental excellence program agreement, entered into under Chapter 43.21K RCW;~~

- ~~(b) Energy Facility Site Evaluation Council—RCW 90.58.140(9): The holder of a certification from the governor pursuant to Chapter 80.50 RCW;~~
- ~~(c) Hazardous Substance Remedial Actions—RCW 90.58.355: Any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to Chapter 70.105D RCW, or to Ecology when it conducts a remedial action under Chapter 70.105D RCW;~~
- ~~(da) Emergency Water Withdrawals and Facilities—RCW 90.58.370: All state and local agencies with authority to issue permits or other authorizations in connection with emergency water withdrawals and facilities authorized under RCW 43.83B.410 shall expedite the processing of such permits or authorizations in keeping with the emergency nature of such requests and shall provide a decision to the applicant within 15 calendar days of the date of application;~~
- ~~(eb) Secure Community Transition Facilities—RCW 90.58.390: To meet an emergency caused by the need to expeditiously site facilities to house sexually violent predators who have been committed under Chapter 71.09 RCW, secure community transition facilities sited pursuant to the preemption provisions of RCW 71.09.342 and secure facilities sited pursuant to the preemption provisions of RCW 71.09.250;~~
- ~~(fc) Fish Habitat Enhancement Projects—RCW 77.55.181(4): Fish habitat enhancement projects that meet the criteria of subsection (2)(a) of this section and that are reviewed and approved according to the provisions of this section when meeting the criteria further found in WAC 173-27-040(2)(p);~~
- ~~(gd) Normal maintenance or repair of existing structures or developments, including damage by accident, fire or elements. Normal maintenance includes those usual acts to prevent a decline, lapse or cessation from a lawfully established condition. Normal repair means to restore a development to a state comparable to its original condition within a reasonable period after decay or partial destruction, except where repair causes substantial adverse effects to the shoreline resource or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development, including, but not limited to, its size, shape, configuration, location and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or the environment;~~
- ~~(eh) Emergency construction necessary to protect property from damage by the elements. An emergency is an unanticipated and imminent threat to public health, safety or the environment that requires immediate action within a time too short to allow full compliance with this Shoreline Master Program. Emergency construction does not include development of new permanent protective structures where none previously existed. Where new protective structures are deemed by the Planning Official to be the appropriate means to address the emergency situation, upon abatement of the emergency situation the new structure shall be removed or any permit that would have been required, absent an emergency, pursuant to RCW 90.58,~~

~~WAC 173-27, or this Shoreline Master Program, shall be obtained. All emergency construction shall be consistent with the policies of RCW 90.58 and this Shoreline Master Program. As a general matter, flooding or other seasonal events that can be anticipated and may occur, but that are not imminent, are not an emergency;~~

- ~~(fi) Construction or modification, by or under the authority of the Coast Guard or a designated port management authority, of navigational aids such as channel markers and anchor buoys;~~
- ~~(gj) Operation, maintenance, or construction of canals, waterways, drains, reservoirs, or other facilities that now exist or are hereafter created or developed as a part of an irrigation system for the primary purpose of making use of system waters including return flow and artificially stored ground water for the irrigation of lands, provided that this exemption shall not apply to construction of new irrigation facilities proposed after December 17, 2003;~~
- ~~(hk) Construction of a dock, including a community dock, designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or contract purchaser of single family and multiple multiple family residences., A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities or other appurtenances. This exception applies if the fair market value of the dock does not exceed either:~~
 - ~~(i) the cost of which does not exceed \$1020,000.00 for docks that are constructed to replace existing docks, are of equal or lesser squarefootage that the existing dock being replaced; or~~
 - ~~(ii) \$10,000 for all other docks~~

~~However, but if subsequent construction having a fair market value exceeding \$2,500.00 occurs within five years of completion of the prior construction, and the combined fair market value of the subsequent and prior construction exceeds the amount specified above, the subsequent construction shall be considered a substantial development for the purpose of this Chapter. A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities or other appurtenances;~~
- ~~(il) The marking of property lines or corners on state owned lands, when such marking does not significantly interfere with normal public use of the surface of the water;~~
- ~~(jm) The process of removing or controlling aquatic noxious weeds, as defined in RCW 17.26.020, through the use of a herbicide or other treatment methods applicable to weed control that is recommended by a final environmental impact statement published by the Department of Agriculture or the Department of Ecology jointly with other state agencies under RCW 43.21C;~~
- ~~(kn) Site exploration and investigation activities that are a prerequisite to preparation of an application for development authorization under this Chapter, if:~~
 - ~~(i) The activity does not interfere with the normal public use of the surface waters;~~

- ~~(ii) The activity will have no significant adverse impact on the environment including, but not limited to, fish, wildlife, fish or wildlife habitat, water quality, and aesthetic values;~~
- ~~(iii) The activity does not involve the installation of a structure, and upon completion of the activity the vegetation and land configuration of the site are restored to conditions existing before the activity;~~
- ~~(iv) A private entity seeking development authorization under this section first posts a performance bond or provides other evidence of financial responsibility to the local jurisdiction to ensure that the site is restored to preexisting conditions; and~~
- ~~(v) The activity is not subject to the permit requirements of RCW 90.58.550;~~
- ~~(lo) Any development of which does not meet the definition of "Substantial Development" found in 18.68.040(40);~~
- ~~(mp) ——— Operation and maintenance of any system of dikes, ditches, drains, or other facilities existing on September 8, 1975, which were created, developed or utilized primarily as a part of an agricultural drainage or diking system;~~
- ~~(nq) Any project with a certification from the governor pursuant to Chapter RCW 80.50;~~
- ~~(or) Watershed restoration projects as defined herein. Local government shall review the projects for consistency with the Shoreline Master Program in an expeditious manner and shall issue its decision along with any conditions within 45 days of receiving all materials necessary to review the request for exemption from the applicant. No fee may be charged for accepting and processing requests for exemption for watershed restoration projects as used in this section and must be meet the criteria further found in WAC 173-27-040(2)(o).~~

([Ord. 5927 Sec 11, 2021](#); Ord. 5281 Sec. 1, 2009)

Section 12. Section 18.68.285 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.285: - Developments not Required to Obtain Shoreline Permits or Local Reviews

- (1) Requirements to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other review to implement the Shoreline Management Act do not apply to the following:
 - (a) Remedial Actions. Pursuant to RCW 90.58.355, any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to Chapter 70.105D RCW, or to the Department of Ecology when it conducts a remedial action under Chapter 70.105D RCW;
 - (b) Boatyard Improvements to Meet NPDES Permit Requirements. Pursuant to RCW 90.58.355, any person installing site improvements for storm water

- treatment in an existing boatyard facility to meet requirements of a national pollutant discharge elimination system storm water general permit;
- (c) WSDOT Facility Maintenance and Safety Improvements. Pursuant to RCW 90.58.356, Washington State Department of Transportation projects and activities meeting the conditions of RCW 90.58.356 are not required to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other local review;
 - (d) Projects consistent with an environmental excellence program agreement pursuant to RCW 90.58.045; and
 - (e) Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to chapter 80.50 RCW.

[\(Ord. 5927 Sec. 12, 2021\)](#)

Section 13. Section 1.040 of Appendix A-2 Chapter 1 Critical Areas – General Provisions, be, and the same hereby is, amended to read as follows:

1.040: Relationship to Other Regulations.

- (1) These critical area regulations shall apply as an overlay to the City's subdivision and zoning code (Title 17 and 18) and other applicable regulations adopted by the City, including, but not limited to permitting processes, construction standards, building code, shorelines management program, and environmental review (SEPA) procedures. In the case of conflict among regulations, whichever provision or regulation provides the greater protection to the critical area involved shall apply
 - (a) Kennewick Code Title 4 - Administrative Procedures:
 - (i) Chapter 4.08 State Environmental Policy Act implements the State Environmental Policy Act (SEPA) and establishes procedures for public review of impacts of public and private development actions.
 - (ii) Chapter 4.12 Permit Process establishes a mechanism to enable compliance, conformity and consistency of proposed projects with respect to adopted comprehensive plans and development regulations.
 - (b) Kennewick Code Title 5.56 - Public Works Construction Standards
 - (c) Kennewick Code Title 15 - Buildings and Construction. This title provides uniform development and construction standards, primarily through adoption of the Uniform Building Codes by reference.
 - (d) Kennewick Code Title 18 - Zoning Code:
 - (i) Chapter 18.42, Land Use Permits, sets forth procedures and guidelines for review and approval of land use permits, including conditional uses (Chapter 18.42.100) and site plans (Chapter 18.42.110). Contents of the site plans include, but are not limited to, a site plan showing lot lines and

dimensions, location of existing and proposed building or improvements, parking lot drainage, landscaping and fencing.

(ii) Chapter 18.45, Planned Development Permit, provides a set of flexible standards for development of large parcels of property, provided that the deviation better accommodates the physical conditions of the property.

(e) Kennewick Code Title 18.68 - Shoreline Management. Sets forth policy and requirements for protecting and regulating activities within 200 feet of the Ordinary High Water Mark for the City of Kennewick shorelines. The following exceptions to the applicability of this Title in Shoreline Jurisdiction shall apply:

(i) If provisions of this Title and other parts of the master program conflict, the provisions most protective of the ecological resource shall apply, as determined by the City.

(ii) Provisions of this Title that are not consistent with the Shoreline Management Act Chapter, 90.85 RCW, and supporting Washington Administrative Code chapters shall not apply in Shoreline jurisdiction.

(iii) The provisions of this Title do not extend Shoreline Jurisdiction beyond the limits specified in this SMP.

~~(iv) The "reasonable use determination" of this Title shall not apply within Shoreline Jurisdiction. Specifically, KMC 18.68 does not apply.~~

(f) State of Washington Department of Ecology - Inspection Procedures for Underground Storage Tanks. This manual sets forth procedures for inspection, installation, monitoring, closure, and site remediation methods for underground storage tanks.

(2) These critical area regulations shall apply concurrently with review conducted under the State Environmental Policy Act (SEPA), as locally adopted.

(3) Compliance with the provisions of this Title does not constitute compliance with other federal, state, and local regulations and permit requirements that may be required (for example, Shoreline Substantial Development Permits, Hydraulic Project Approvals permits, Army Corps of Engineers Section 404 permits, National Pollutant Discharge Elimination System permits). The applicant is responsible for complying with these requirements, apart from the process established in this Title. Where applicable, the Planning Director will encourage use of information such as permit applications to other agencies or special studies prepared in response to other regulatory requirements to support required documentation submitted for critical areas review. The City's Shoreline Management Program (KMC 18.68) regulates all activities within the 200 feet of the Columbia River.

[\(Ord. 5927 Sec. 13, 2021\)](#)

Section 14. Section 1.120 of Appendix A-2 Chapter 1 Critical Areas – General Provisions, be, and the same hereby is, amended to read as follows:

1.120: Exception—Reasonable Use.

~~This provision does not apply in shoreline jurisdiction. A shoreline variance permit is required. See 18.68.250. (1) If the application of this Title would deny all reasonable use of the subject property, the property owner may apply for an exception pursuant to this Section.~~

~~(2) Exception Request and Review Process. An application for a reasonable use exception shall be made to the City and shall include a critical area report, including mitigation plan, if necessary; and any other related project documents, such as permit applications to other agencies, special studies, and environmental documents prepared pursuant to the State Environmental Policy Act (Chapter 43.21C RCW) (SEPA documents). The Planning Director shall determine whether an exception request shall be granted based on review of the submitted information, a site inspection, and the proposal's ability to comply with reasonable use exception criteria. The Planning Director shall approve with conditions, or deny the request based on the proposal's ability to comply with the following reasonable use exception review criteria:~~

~~(a) The application of this Title would deny all reasonable use of the property;~~

~~(b) No other reasonable use of the property has less impact on the critical area;~~

~~(c) Any alteration is the minimum necessary to allow for reasonable use of the property;~~

~~(d) The inability of the applicant to derive reasonable use of the property is not the result of actions by the applicant after the effective date of this Title; and~~

~~(e) The proposal meets the review criteria set forth in this Title.~~

~~(3) Burden of Proof. The burden of proof shall be on the applicant to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.~~

~~(Ord. 5927 Sec. 14, 2021; Ord. 5206 Sec. 1, 2007)~~

Section 15. Section 2.010 of Appendix A-2 Chapter 2 Critical Areas – Wetlands, be, and the same hereby is, amended to read as follows:

2.010: Designation, Rating and Mapping Wetlands.

(1) Designating Wetlands. Wetlands are those areas, designated in accordance with the Washington State Wetland Identification and Delineation Manual, that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation adapted for life in saturated soil conditions. All areas within the City of Kennewick meeting the wetland designation criteria in the Identification and Delineation Manual, regardless of any formal identification, are hereby designated critical areas and are subject to the provisions of this Title.

- (2) Wetland Ratings. Wetland Types I—IV shall be rated according to the Department of Ecology's ~~wetland rating system found in the~~ Washington State Wetland Rating System for Eastern Washington, ~~(Ecology Publication #04-06-15)~~ (Ecology 2014, as amended). This document contains definitions and methods for determining if specific criteria are met by a particular wetland. The City of Kennewick contains few wetland areas and most of these have been subject to disturbance in the past. The City has evaluated the most significant wetland areas that are known within the City Limits and its urban growth boundary under the Ecology Rating System. These include: the wetlands associated with Elliot Lake, Zintel Canyon drainage way, wetlands around 36th and Olympia, and 27th and Washington; and wetlands within Columbia Park and the Columbia River shoreline zone, including Duffy's Pond near Clover Island. These wetlands all classify as Category III Wetlands. This effort leads the City to believe that any additional wetlands that may occur within the City limits will rank as Category III Wetlands or as Category IV wetlands and that it is unlikely that higher quality wetlands occur in the City of Kennewick. Provisions have been provided for Category I and II wetlands, should there be a future determination these exist in Kennewick.

The ~~Ecology~~ Washington State Wetland Rating System for Eastern Washington (Ecology ~~2004~~2014) defines Category III wetlands as those wetlands that are: 1) vernal pools that are isolated, and 2) wetlands with a moderate level of functions (scores between 30 and 50 points); and Category IV wetlands are considered to be wetlands that have the lowest level of functions (scores less than 30 points) and are often heavily disturbed.

- (3) Mapping. The approximate location and extent of known wetlands are shown on the adopted critical area map (Exhibit 1, or the latest revision of this map). This information is to be used as a guide for the City, project applicants and/or property owners, and may be updated as new information becomes available. In some instances (uncertified boundaries), it is a reference and does not provide a final critical area designation.

The exact location of a wetland's boundary shall be determined through the performance of a field investigation by a qualified professional applying the Washington State Wetlands Identification and Delineation Manual as required by RCW 36.70A.175 (Ecology Publication #96-94).

[\(Ord. 5927 Sec. 15, 2021\)](#)

Section 16. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of September, 2021, and signed in authentication of its passage this 21st day of September, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5927 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 22nd day of September, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

CITY OF KENNEWICK
ORDINANCE NO. 5927

AN ORDINANCE RELATING TO THE SHORELINE MASTER PROGRAM UPDATE AND AMENDING SECTIONS 18.68.040, 18.68.050, 18.68.060, 18.68.110, 18.68.120, 18.68.130, 18.68.230, 18.68.240, 18.68.250, 18.68.255, 18.68.280 and 18.68.285 OF THE KENNEWICK MUNICIPAL CODE AND SECTION 1.040 AND 1.120 OF APPENDIX A-2 CHAPTER 1 CRITICAL AREAS – GENERAL PROVISIONS AND SECTION 2.010 OF APPENDIX A-2 CHAPTER 2 CRITICAL AREAS – WETLANDS

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 18.68.040 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.040: - Definitions.

As used in this Chapter, unless the context otherwise requires, the following definitions and concepts apply:

- (1) *Applicant* means a person who files an application for permit under this Chapter and who is the owner of the land on which the proposed activity would be located, a contract purchaser, or the authorized agent of such a person.
- (2) *Archaeological and Historic Resources* means an archaeological object, archaeological site or a historic archaeological resource as defined below:
 - (a) *Archaeological Object* means an object that comprises the physical evidence of an indigenous and subsequent culture, including material remains of past human life, including monuments, symbols, tools, facilities, and technological by-products; or
 - (c) *Archaeological Site* means a geographic locality in Washington, including but not limited to, submerged and submersible lands and the bed of the sea within the state's jurisdiction, that contains archaeological objects; or
 - (b) *Historic Archaeological Resources* means those properties which are listed in or eligible for listing in the Washington state register of historic places (RCW 27.34.220) or the national register of historic places as defined in the national historic preservation act of 1966 (Title 1, Sec. 101, Public Law 89-665; 80 Stat. 915; 16 U.S.C. Sec. 470) as now or hereafter amended.
- (3) *Average Grade Level* means the average of the natural or existing topography of the portion of the lot, parcel, or tract of real property which will be directly under the proposed building or structure. In the case of structures to be built over water,

average grade level shall be the elevation of the ordinary high water mark. Calculation of the average grade level shall be made by averaging the ground elevations at the midpoint of all exterior walls of the proposed building or structure.

- (4) *Best Management Practices* or *BMPs* means conservation practices or systems of practices and management measures that:
 - (a) Control soil loss and reduce water quality degradation caused by high concentrations of nutrients, animal waste, toxics, and sediment;
 - (b) Minimize adverse impacts to surface water and ground water flow and their circulation patterns, and to the chemical, physical, and biological characteristics of wetlands;
 - (c) Protect trees and vegetation designated to be retained during and following site construction; and
 - (d) Provide standards for proper use of chemical herbicides.
- (5) *Boating Facilities* includes: Marinas, both backshore and foreshore, dry storage and wet-moorage types; boat launch ramps; covered moorage; boat houses; mooring buoys; and marine travel lifts, but excludes docks serving four or fewer single-family residences (see definition of "Private Docks").
- (6) *Channel Migration Zone (CMZ)* means the area within which a river channel is likely to migrate and occupy over a specified time period (e.g., 100 years).
- (7) *Commercial* or *Commercial Development* means those facilities involved in a wholesale or retail business or service. They range from office buildings, hotels, motels, grocery markets, shopping centers, restaurants, gift shops and private or public indoor recreation facilities. Excluded from this category are residential or agriculture, and industry.
- (8) *Critical Area* means any area classified in RCW 36.70A and in Appendix A-2 as ecologically sensitive or hazardous areas, including, but not limited to: Wetlands, critical aquifer recharge areas, frequently flooded areas, geologically hazardous areas, and fish and wildlife habitat conservation areas. Fish and wildlife habitat conservation areas" do 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. Natural watercourses such as streams and rivers that carry irrigation water are not considered to be an artificial feature.
- (9) *Development* means any activity consisting of construction or exterior alteration of structures, earth movement, dredging, drilling, dumping, filling, excavation, driving of piles, bulk heading, placing of obstructions, clearing of vegetation, or construction of anything which interferes with the normal public use of the surface of the waters overlying lands subject to this Chapter. Development does not include the following activities:
 - (a) Interior building improvements;

- (b) Exterior structure maintenance activities, including painting and roofing as long as it does not expand the existing footprint of the structure;
 - (c) Routine landscape maintenance of established, ornamental landscaping, such as lawn mowing, pruning and weeding;
 - (d) Maintenance of the following existing facilities that does not expand the affected area: septic tanks (routine cleaning); wells; and individual utility service connections
 - (e) Dismantling or removing any structures if there is no other associated development or re-development.
- (10) *Ecological Functions* or *Shoreline Functions* means the work performed or role played by the physical, chemical, and biological processes that contribute to the maintenance of the aquatic and terrestrial environments that constitute the shoreline's natural ecosystem.
- (11) *Ecological Restoration* means the reestablishment or upgrading of impaired ecological shoreline processes or functions. This may be accomplished through measures including, but not limited to, revegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions [WAC 173-26-020(27)].
- (12) *Ecosystem-Wide Processes* means the suite of naturally occurring physical and geologic processes of erosion, transport, and deposition; and specific chemical processes that shape landforms within a specific shoreline ecosystem and determine both the types of habitat and the associated ecological functions.
- (13) *Feasible* means that an action, such as a development project, mitigation, or preservation requirement, meets all of the following conditions:
- (a) The action can be accomplished with technologies and methods that have been used in the past in similar circumstances, or studies or tests have demonstrated in similar circumstances that such approaches are currently available and likely to achieve the intended results;
 - (b) The action provides a reasonable likelihood of achieving its intended purpose; and
 - (c) The action does not physically preclude achieving the project's intended legal use.
- In cases where this Chapter requires certain actions unless they are infeasible, the burden of proving infeasibility is on the applicant.
- (14) *Fill* or *Landfill* means the addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the ordinary high water mark, in wetlands, or on shorelands in a manner that raises the elevation or creates dry land.
- (15) *Fish and Wildlife Habitat Conservation Area (FWHCA)* means a type of critical area that serves to sustain 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. These areas do 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. Natural watercourses such as streams and rivers that carry irrigation water are not considered to be an artificial feature.

- (16) *Habitat Enhancement* means actions performed within an existing shoreline, critical area or buffer to intentionally increase or augment one or more ecological functions or values. Actions include, but are not limited to, increasing aquatic and riparian plant diversity or cover, increasing structural complexity, installing environmentally compatible erosion controls, or removing non-indigenous plant or animal species.
- (17) *Height* is measured from average grade level to the highest point of a structure: Provided, that television antennas, chimneys, and similar appurtenances shall not be used in calculating height, except where such appurtenances obstruct the view of the shoreline of a substantial number of residences on areas adjoining such shorelines; provided further, that temporary construction equipment is excluded in this calculation.
- (18) *Hydraulic Project Approval (HPA)* means a construction permit issued by the Washington Department of Fish and Wildlife for work that will use, divert, obstruct, or change the natural flow or bed of any of the salt or fresh waters of the state.
- (19) *Industrial Use or Industrial Development* means any activity that is involved in the production, processing, manufacturing, fabrication, or assembling of goods and materials, including the storage of material used in the industrial process, including warehousing, wash-down facilities, blacksmithing, welding, wholesale bakery, recycling facilities and distribution centers (KMC 18.09.1010). Industrial Uses or Developments include the following categories:
 - (a) Water-dependent (e.g., container shipping by water);
 - (b) Water-related (e.g., boat transfer areas for boat repair); and
 - (c) Non-water-oriented (Manufacturing facility).
- (20) *Joint Use Community Recreational Facilities* is defined as a use that could be for either public or private group use, including use by a private club. The private group could restrict access to community recreational facilities to group members only.
- (21) *Marina* is a facility that provides launching, storage, supplies, moorage, and other accessory services for four or more pleasure and/or commercial water craft.

- (22) *Mitigation or Mitigate* means to avoid, minimize, or compensate for adverse impacts of development to shorelines. Mitigation actions, in order of preference, include:
- (a) Avoiding the impact altogether by not taking a certain action or parts of an action;
 - (b) Minimizing impacts by limiting the degree of magnitude of the action and its implementation by using appropriate technology or by taking affirmative steps to avoid or reduce impacts such as project redesign, relocation, or timing;
 - (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;
 - (e) Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and
 - (f) Monitoring the impact and the compensation projects and taking appropriate corrective measures.

In determining appropriate mitigation measures applicable to shoreline development, lower priority measures shall be applied only where higher priority measures are determined to be infeasible or inapplicable.

- (23) *Mixed-Use or Mixed-Use Development* means a combination of uses within the same building or site as a part of an integrated development project with functional interrelationships and coherent physical design. Mixed-use developments, which incorporate non-water-oriented uses, must include water dependent use(s), and provide significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration, except for commercial uses whose site is physically separated from the shoreline by another property or public right-of-way, or if the site's navigability is severely limited, the non-water-oriented commercial use shall provide a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration. Finally, Mixed-Use Developments should reduce use conflicts by first giving preference to water dependent uses, then to water-related uses and water enjoyment uses, lastly to non-water-oriented. The City has determined the Clover Island High Intensity Special Area Plan with associated standards meets this definition.
- (24) *Non-Water-Oriented Uses* are those uses that are not water-dependent, water-related, or for water-enjoyment.
- (25) *Ordinary High Water Mark* means the point on all water bodies that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland, in

respect to vegetation as that condition exists on June 1, 1971, as it may naturally change thereafter, or as it may change thereafter in accordance with permits issued by the City or state or federal agencies: provided that in any area where the ordinary high water mark cannot be found, the ordinary high water adjoining fresh water shall be the line of mean high water.

- (26) *Person* means an individual, partnership, corporation, association, organization, cooperative, public municipal corporation, or district, or agency of the state or local governmental unit however designated.
- (27) *Planning Official* means the City Official for the City of Kennewick Planning Department or other City staff granted the authority to act on behalf of the Planning Official.
- (28) *Private Docks* means docks serving four or less residential units. It does not include docks that serve semi-private facilities such as a yacht club or other private membership organization, these types of docks fall under the definition of "boating facilities."
- (29) *Public Access* means the ability of the general public to reach, touch, and enjoy the water's edge, to travel on the waters of the State, and to view the water and the shoreline from adjacent locations.
- (30) *Recreational Uses* includes the following three categories:
 - (a) Water-dependent (e.g., boating facilities, fishing pier, swim rafts) (see also definition of "Recreation Facilities" and "Water-dependent" below);
 - (b) Water-enjoyment, (e.g. paths leading to the dock, parks, shoreline educationally themed are water enjoyment) (see also definition of "Recreation Facilities" and "Water-enjoyment" below); and
 - (c) Non-water-oriented. Non-water-oriented recreational uses are further divided into three subcategories based on their relative impact to the shoreline environment (see also "Water-related" and "Non-water-oriented" definitions below):
 - (i) High Intensity recreational uses require substantial development/land modification or large areas of fertilized lawn. Such uses may include but are not limited to camp grounds, sport courts (e.g., tennis/ basketball), golf courses, sport fields (e.g., ball park), aquatic centers, or skateboard parks;
 - (ii) Moderate Intensity recreational uses are typified by formal parks for passive recreation requiring some modification of natural conditions, limited paving and often including accessory structures (e.g., picnic shelters, restrooms, viewing galleries, gazebos, and playground equipment; and
 - (iii) Low Intensity recreational uses are passive in nature (e.g., walking, photography, wildlife viewing) and require very minimal alteration of natural conditions. Such uses/modifications may include, but are

not limited to, non-motorized, non-impervious surface trails, vista points, wildlife viewing areas, picnic tables, and benches.

- (31) *Recreation Facilities* are facilities such as parks, trails and pathways, campgrounds, and swim rafts that provide a means for relaxation, play, or amusement.
- (32) *Restoration* or *Restore* means the reestablishment or upgrading of impaired ecological shoreline processes or functions. This may be accomplished through measures including, but not limited to, re-vegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions.
- (33) *Riparian* means the area alongside a waterbody: stream, river, lake, pond, bay, sea, and ocean. Riparian areas are sometimes referred to by different names: riparian ecosystems, riparian habitats, riparian corridors, or riparian zones.
- (34) *Riparian Management Zone (RMZ)* means a delineable area defined in a land use regulation; often synonymous with riparian buffer. The RMZ is the area that has the potential to provide full riparian functions. In many forested regions of the state this area occurs within one 200-year site-potential tree height measured from the edge of the stream channel. In situations where a channel migration zone is present, this occurs within one site-potential tree height measured from the edges of the channel migration zone. In non-forest zones the RMZ is defined by the greater of the outermost point of the riparian vegetative community or the pollution removal function, at 100-feet.
- (35) *Shall* means a mandate; the action must be done.
- (36) *Should* means that the particular action is required unless there is a demonstrated, compelling reason, based on policy of the Shoreline Management Act and this Chapter, against taking the action.
- (37) *Shorelands* or *Shoreland Areas* means: Those lands extending landward for 200 feet in all directions as measured on a horizontal plane from the ordinary high water mark; floodways and contiguous floodplain areas landward 200 feet from such floodways; and all wetlands and river deltas associated with the streams, lakes, and tidal waters which are subject to the provisions of the Shoreline Management Act and this Chapter; the same to be designated as to location by Ecology.
- (38) *Shoreline Master Program* means the comprehensive shoreline plan for the City and associated land use regulations together with maps, diagrams, charts or other descriptive material and text, developed in accord with RCW 90.58.020.
- (39) *Shoreline Stabilization—Replacement* means the construction of a new structure to perform a shoreline stabilization function of an existing structure which can no longer adequately serve its purpose. Additions to or increases in size of existing shoreline stabilization measures shall be considered new structures.

- (40) *Shorelines* means all of the water areas of the State, including reservoirs, and their associated wetlands, together with the lands underlying them, except:
- (a) Shorelines of state-wide significance (see definition below);
 - (b) Shorelines on segments of streams upstream of a point where the mean annual flow is 20 cubic feet per second or less and the wetlands associated with such upstream segments; and
 - (c) Shorelines on lakes less than 20 acres in size and wetlands associated with such small lakes.
- (41) *Shorelines of State-Wide Significance* means those shorelines of the State defined in RCW 90.58.030(2)(e) including:
- (a) Those lakes, whether natural, artificial or a combination thereof, with a surface acreage of 1,000 acres or more measured at the ordinary high water mark;
 - (b) Those natural rivers or segments located east of the crest of the Cascade Range downstream of a point where the annual flow is measured at 200 cubic feet per second or more, or those portions of rivers east of the crest of the Cascade Range downstream from the first 300 square miles of drainage area, whichever is longer; and
 - (c) Those shorelands associated with (a) and (b) of this subsection.
- (42) *Shorelines of the State* are the total of all "shorelines" and "shorelines of state-wide significance" within the State.
- (43) *Shoreline Modification* means those actions that modify the physical configuration or qualities of the shoreline area, usually through the construction of a physical element such as a levee, breakwater, pier, weir, dredged basin, fill, bulkhead, or other shoreline structure. They can include other actions, such as clearing, grading, or application of chemicals.
- (44) *Shoreline Stabilization Replacement* means the construction of a new structure to perform a shoreline stabilization function of an existing structure which can no longer adequately serve its purpose. Additions to, or increases in, size of existing shoreline stabilization measures shall be considered new structures.
- (45) *Site-Potential Tree Height* means the average maximum height of the tallest dominant trees for a given age and site class.
- (46) *Structure* means that which is built or constructed. A structure is an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires an approval (KMC 18.09.2040).
- (47) *Substantial Development* means any development of which the total cost or fair market value exceeds the defined amount contained in RCW 90.58.030(3)(e), or any development which materially interferes with the normal public use of the water or shorelines of the State. Under current law, the dollar threshold will be recalculated every five years by the Office of Financial Management (OFM).

OFM will post updated dollar thresholds in the Washington State Register. The Legislature can change the dollar threshold at any time.

- (48) *Water-Dependent Use* means a use or a portion of a use which cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations. Examples of water-dependent uses may include, but are not limited to, boat docks, boat fueling stations, instream structures, fishing, boat launching, swimming, and water intake and outfall discharges/pipes.
- (49) *Water-Enjoyment Use* means a recreational use or other use that facilitates public access to the shoreline as a primary characteristic of the use; or a use that provides for recreational use or aesthetic enjoyment of the shoreline for a substantial number of people as a general characteristic of the use and which through location, design, and operation ensures the public's ability to enjoy the physical and aesthetic qualities of the shoreline. In order to qualify as a water-enjoyment use, the use must be open to the general public and the shoreline-oriented space within the project must be devoted to the specific aspects of the use that fosters shoreline enjoyment (as defined in WAC 173-26-020). Water-enjoyment uses may include, but are not limited to:
- (a) Parks with activities enhanced by proximity to the water;
 - (b) Trails, and other improvements that facilitate public access to shorelines of the State;
 - (c) Restaurants with water views and public access improvements;
 - (d) Retail establishments with water views and public access improvements;
 - (e) Museums with an orientation to shoreline topics;
 - (f) Scientific/ecological reserves;
 - (g) Resorts with uses open to the public and that provide public access to the shoreline; and
 - (h) Any combination of those uses listed above.
- (50) *Water-Oriented Use* means a use that is water-dependent, water-related, or water-enjoyment, or a combination of such uses.
- (51) *Water-Related Use* means a use or portion of a use which is not intrinsically dependent on a waterfront location but whose economic viability is dependent upon a waterfront location because:
- (a) The use has a functional requirement for a waterfront location such as the arrival or shipment of materials by water or the need for large quantities of water; or
 - (b) The use provides a necessary service supportive of the water-dependent uses and the proximity of the use of its customers makes its services less expensive and/or more convenient.

(Ord. 5927 Sec. 1, 2021; Ord. 5281 Sec. 1, 2009)

Section 2. Section 18.68.050 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.050: - Special Policy Goals—Shorelines of Statewide Significance.

In recognition of the Columbia River, a Shoreline of Statewide Significance, the following Special Policy Goals listed in order of preference have been established for use in implementing the City's Shoreline Regulations. Preference shall be given to uses which:

- (1) Recognize and protect state-wide interest over local interest;
- (2) Preserve the natural character of the shoreline;
- (3) Result in long-term over short-term benefit;
- (4) Protect the resources and ecology of the shorelines;
- (5) Maintain and enhance public access to the shorelines;
- (6) Increase recreational opportunities for the public on the shorelines;
- (7) Promote and enhance public interest;
- (8) Protect public rights of navigation;
- (9) Preserve and protect culturally significant features; and
- (10) Provide, whenever feasible, all necessary accommodations to enhance the participation and enjoyment of persons with special needs.

(Ord. 5927 Sec. 2, 2021; Ord. 5281 Sec. 1, 2009)

Section 3. Section 18.68.060 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.060: - Goals—Shoreline Development Elements.

The following goals have been developed in response to various elements of shoreline development and are provided to guide implementation of this Chapter:

- (1) Economic Development Element. Encourage economic development, with emphasis on water-oriented commercial and recreational uses in a manner that will provide for the orderly development of Clover Island and areas adjacent to the Corps of Engineer's levee in a harmonious manner which accentuates and enhances Lake Wallula.
- (2) Public Access Element. On Clover Island, improve public access to designated areas of Lake Wallula for recreational uses as indicated in the Clover Island High Intensity Special Area Plan Standards (Appendix A-6). Maintain areas along Columbia Park, the levee and Duffy's Pond by which the public can reach Lake Wallula and Duffy's Pond for fishing, viewing and other public access purposes. Maintain access to the park and levee using pedestrian and bicycle bridges.
- (3) Recreational Element. Enhance the recreational facilities potential of the shorelines. Clover Island recreational uses should complement existing and

proposed developments. Maintain and enhance recreational facilities along Columbia Park and the levee to provide diversification in recreational uses.

- (4) Circulation Element. Circulation to the levee and the Clover Island causeway should be improved for ease of access and should include adequate off-street parking facilities to serve the people who will be using area for recreational and commercial purposes. Maintain and enhance, where appropriate, circulation and access within Columbia Park.
- (5) Shoreline Use Element. Assure that the various land uses are compatible and aimed toward maximum utilization without diminishing the quality of the environment. Shorelines abutting the levee area should take advantage of the presence of Lake Wallula and should be oriented in a manner to coordinate lakefront uses and non-lakefront uses.
- (6) Conservation Element. Enhance the aesthetic characteristics and environmental functions and values of the levee, Duffy's Pond, Clover Island and Columbia Park areas and take necessary steps to conserve the natural setting of those shoreline areas which are presently in an undeveloped state in order to protect and preserve the biodiverse habitats found in these shoreline/riparian areas for the wildlife that use them.
- (7) History, Scientific and Cultural Element. Establish areas on or near the levee and Columbia Park which will have a cultural, educational, historical or scientific value and protect these areas in a proactive and substantive way.
- (8) Flood Prevention Element. Assure that, whenever feasible, steps are taken to prevent and/or minimize the risk of flood and associated flood damages to property and land uses.

(Ord. 5927 Sec. 3, 2021; Ord. 5281 Sec. 1, 2009)

Section 4. Section 18.68.110 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.110: - General Shoreline Master Program Provisions.

- (1) Applicability. The provisions of this section shall apply to all shorelines within the City, regardless of Environment Designations assigned in Section 18.68.070 of this Chapter. The provisions of this section shall apply to all proposed new development and uses.
- (2) General Provisions.
 - (a) Archaeological and Historic Resources.
 - (i) Applicability. The provisions of this subsection apply to archaeological and historic resources located within shoreline jurisdiction that are either recorded at the State Department of Archaeology and Historic Preservation and/or by local jurisdictions or those that are inadvertently discovered. Archaeological sites within shoreline jurisdiction are subject to 27.44 RCW and 27.53

RCW and development or uses that may impact such sites shall comply with Chapter 25-48 WAC as well as the provisions of this Chapter.

- (ii) Principles. Due to the limited and irreplaceable nature of the resource(s), the objective of this section is to prevent the destruction of, or damage to, any site having historic, cultural, scientific, or educational value as identified by the appropriate authorities, including affected Indian tribes, and the State Department of Archaeology and Historic Preservation.
- (iii) Standards. The following standards shall apply to development in shoreline jurisdiction:
 - (A) Developers and/or property owners shall immediately stop work and notify the Planning Department, the State Department of Archaeology and Historic Preservation, and affected Indian tribes if archaeological resources are uncovered during excavation.
 - (B) Permits for development in areas documented to contain archaeological resources shall require a site inspection or evaluation by a professional archaeologist in coordination with affected Indian tribes as well as permits required by the Washington State Department of Archaeology and Historic Preservation, prior to holding the public hearing or issuing a substantial development permit, shoreline conditional use permit or shoreline variance.
 - (C) Consultation with the Washington State Department of Archaeology and Historic Preservation (DAHP) is highly recommended prior to applying for a permits. Because shoreline areas are locations of significant cultural resources, in most instances, a cultural resource survey will be required under SEPA, Executive Order 05-05 and/or Section 106 to ensure the protection of existing.

(b) Critical Areas.

- (i) Applicability. Pursuant to the provisions of RCW 90.58.090(4), as amended by ESHB 1933, this Shoreline Master Program provides for management of critical areas designated as such pursuant to RCW 36.70A.170(1)(d) and required to be protected pursuant to WAC 173-26-221(2) and (3) and RCW 36.70A.060(2) that are located within shorelines of the State. Policies and regulations that are adopted under this Chapter shall be:
 - (A) Consistent with the specific provisions of 173-26-221(2) WAC and 173-26-221(3) WAC and the policies and goals of this Chapter; and

- (B) Provide a level of protection to critical areas within the shoreline area that is at least equal to that provided by the Kennewick Shoreline Critical Areas Regulations in Appendix A-2.
- (ii) Principles. The following are objectives of the provisions of this subsection:
- (A) In addressing issues related to critical areas, the most current, accurate, and complete scientific and technical information available will be used;
 - (B) In protecting and restoring critical areas within shoreline jurisdictions, the full spectrum of planning and regulatory measures shall be integrated;
 - (C) Existing ecological functions and ecosystem-wide processes shall be protected and restoration of degraded ecological functions and enhancement of ecosystem-wide processes shall be encouraged; and
 - (D) Human uses and values that are compatible with other objectives of this Chapter shall be encouraged, such as public access and aesthetic values, provided they do not significantly adversely impact ecological functions.
- (iii) Standards. The following standards shall apply to development in shoreline jurisdiction:
- (A) Where critical areas are identified within shoreline jurisdiction, all proposed uses and development shall be subject to the administrative provisions of this Chapter, and shall comply with the development standards required by critical areas regulations in Appendix A-2;
 - (B) Applicants for proposed development within or adjacent to critical areas within shoreline jurisdiction shall demonstrate compliance with critical areas regulations in Appendix A-2 as part of shoreline or other permit reviews, and submit all relevant documentation with the permit application(s); and
 - (C) Applicants for proposed development within or adjacent to critical areas within shoreline jurisdiction shall demonstrate compliance with KMC 18.72 Clearing and Grading in as part of shoreline Substantial Development Permit or other permit reviews, and submit all relevant documentation.
- (iv) Exceptions. The provisions of Kennewick Critical Areas Regulations do not extend Shoreline Jurisdiction beyond the limits specified in this Shoreline Master Program. For regulations addressing critical area buffer areas that are outside Shoreline Jurisdiction, see Kennewick Critical Areas Regulations in KMC 18.59 through 18.63.

- (c) Geologically Hazardous Areas.
 - (i) Applicability. The provisions of this section apply to geologic hazards within the shoreline jurisdiction.
 - (ii) Standards. Development in designated geologically hazardous areas located in shoreline jurisdiction shall be regulated in accordance with the following:
 - (A) Development shall comply with Appendix A-2, Chapter 5, of this Chapter;
 - (B) New development or the creation of new lots that would cause foreseeable risk or adverse impacts from geological conditions to people or improvements during the life of the development shall be prohibited;
 - (C) New development that would require structural shoreline stabilization over the life of the development shall be prohibited. For Clover Island High Intensity Environment, structural shoreline stabilization, as necessary, shall be accompanied by habitat enhancement to improve riparian and nearshore habitat functions. Exceptions may also be made for the limited instances where stabilization is necessary to protect allowed uses where no alternative locations are available and no net loss of ecological functions will result as found in Section 18.68.120(3)(a). Proposed stabilization measures shall recognize the principles found in WAC 173-26-231(3)(a)(ii) and shall conform to standards found in WAC 173-26-231(3)(a)(iii)(A—F); and
 - (D) Where no alternatives, including relocation or reconstruction of existing structures, are found to be feasible, and less expensive than the proposed stabilization measure, stabilization structures or measures to protect existing residential structures may be allowed in strict conformance with the requirements of WAC 173-26-231 and then only if there is no net loss of ecological functions.
- (d) Flood Hazard Reduction.
 - (i) Applicability. The provisions of this subsection apply to actions taken to reduce flood damage or hazard and to uses, development, and shoreline modifications that may increase flood hazards in shoreline jurisdiction.
 - (ii) Principles. The following are objectives of the provisions of this subsection:
 - (A) Where feasible, preference shall be given to non-structural flood hazard reduction measures over structural measures;

- (B) In managing flood hazards within shoreline jurisdiction, the full spectrum of planning and regulatory measures shall be integrated;
 - (C) Flood hazard reduction measures shall, with appropriate mitigation sequencing, result in no net loss of ecological functions;
 - (D) Where feasible, efforts to return stream corridors to more natural hydrological conditions shall be encouraged; it is recognized that seasonal flooding is an essential natural process;
 - (E) When evaluating alternate flood control measures, removal or relocation of structures in floodprone areas shall be considered; and
 - (F) Encourage planning for and facilitating removal of restrictions to off channel hydrological connections consistent with actions identified in the Shoreline Restoration Plan (Appendix A-4 to this Chapter).
- (iii) Standards. The following standards shall apply to development in shoreline jurisdiction:
- (A) Development in flood plains shall not significantly or cumulatively increase flood hazard nor be inconsistent with Shoreline Critical Areas Regulations in Appendix A-2 and the Flood Damage Prevention Ordinance KMC 18.66. New development or new uses in shoreline jurisdiction, including the subdivision of land, shall not be established when it would be reasonably foreseeable that the development or use would require structural flood hazard reduction measures;
 - (B) Where frequently flooded areas are identified as a Critical Area within shoreline jurisdiction, all proposed uses and development shall be subject to administrative provisions of this Chapter, and shall comply with development standards required by Shoreline Critical Areas Regulations in Appendix A-2, and the Flood Damage Prevention Ordinance KMC 18.66;
 - (C) New structural flood hazard reduction measures shall be allowed in shoreline jurisdiction only when it can be demonstrated by scientific and engineering analysis that they are necessary to protect existing development, that nonstructural measures are not feasible, that impacts to ecological functions can be successfully mitigated so as to assure no net loss, and that appropriate vegetation conservation actions will be undertaken consistent with WAC 173-26-221(5). Structural flood hazard reduction measures shall be consistent with KMC 18.66;

- (D) New structural flood hazard reduction measures shall be placed landward of wetlands and vegetation conservation areas, and shall comply, as applicable, with Shoreline Critical Areas Regulations, Appendix A-2, Flood Damage Prevention Ordinance KMC 18.66, WAC 173-26-221(3)(c)(iii) and the provisions of this Chapter;
 - (E) New structural flood hazard reduction measures, such as dikes and levees, shall be designed to include and improve public access pathways unless public access improvements would cause unavoidable health or safety hazards to the public, inherent and unavoidable security problems, unacceptable and unmitigable significant ecological impacts, unavoidable conflict with the proposed use, or a cost that is disproportionate and unreasonable to the total long-term cost of the development;
 - (F) Removal of gravel for flood management purposes shall be consistent with Shoreline Critical Areas Regulations, Appendix A-2, KMC 18.66 and the provisions of this Chapter, and shall be allowed only after a biological and flood management study demonstrates the extraction has a long-term benefit to flood hazard reduction, does not result in a net loss of ecological functions, and is part of a comprehensive flood management solution.
 - (G) The director may use additional flood information that is more restrictive or detailed than that provided in the flood insurance study conducted by the Federal Emergency Management Agency (FEMA) to designate frequently flooded areas, including data on channel migration, historical data, high water marks, photographs of past flooding, location of restrictive floodways, maps showing future build-out conditions, maps that show riparian habitat areas, or similar information.
- (e) Public Access.
- (i) Applicability. The provisions of this subsection apply to development in shoreline jurisdiction.
 - (ii) Principles. The following are the objectives of the provisions of this subsection:
 - (A) The public interest shall be promoted with regard to rights to access waters held in public trust by the State while protecting private property rights and public safety;
 - (B) The rights of navigation and space necessary for water-dependent uses shall be protected;
 - (C) To the greatest extent feasible consistent with the overall best interest of the State and the people generally, the public's

opportunity to enjoy the physical and aesthetic qualities of shorelines of the State, including views of the water, shall be protected; and

- (D) Uses and the location, design, and construction of development in the shoreline jurisdiction shall, whenever feasible, minimize interference with the public's use of the water.
- (iii) Standards. The following standards shall apply to development in the shoreline jurisdiction:
- (A) All new development by public entities, including local government, port districts, state agencies, and public utility districts, shall include public access measures as part of each development project, unless such access is shown to be incompatible for safety, security, or impact to the shoreline environment reasons.

For Clover Island, public access must be consistent with the Clover Island High Intensity Special Area Plan Standards (see Appendix A-6). Planned public access improvement specified by the pathways identified in Appendix A-6-2 exhibit (Public Access) shall be made within 12 months of build out of the following lots, as specified in the Appendix A-6-3 (Building Heights) exhibit:

- (I) West and northwest (Causeway and "notch") and adjacent interior pathways will be completed proportionately within 12 months of Parcels A, B and C and Lot 1 completing build out;
 - (II) North shoreline pathway (from west edge of Lot 2, and Lots 3 through 11, 30, and 31) will be completed proportionately within 12 months of Lots 2 through 5 completing build out; and
 - (III) South shoreline and interior pathway (due south of "notch") will be completed within 12 months of eastern half of Lot 15 and Lots 16 through 18 completing build out.
 - (IV) Public access shall be provided along the south shoreline for eastern lot 13 through western half of Lot 15 as provided for in permitted Yacht Club development.
 - (V) Long-term shoreline pathway around east end of island (Lots 29 through 32) shall be phased in with any proposed improvements on those lots and/or shoreline stabilization occurring on Clover Island.
- (B) New structural public flood hazard reduction measures, such as dikes and levees, shall dedicate and improve public access

pathways unless public access improvements would cause unavoidable health or safety hazards to the public, inherent and unavoidable security problems, unacceptable and unmitigable significant ecological impacts, unavoidable conflict with the proposed use, or a cost that is disproportionate and unreasonable to the total long-term cost of the development;

- (C) All new development for water enjoyment, and water-related and non-water-dependent uses and for subdivisions of land into more than four parcels or sections of leased lands, shall include dedicated and improved public access proposal measures and which shall be recorded with final site plan, unless such access is shown to be incompatible for reasons of safety, security, or impact to the shoreline environment, or where such measures are shown to be infeasible or alternative measures are shown to be more desirable. In determining the infeasibility, undesirability, or incompatibility of public access in a given situation, the applicant shall analyze and propose alternative methods of providing public access, such as off-site improvements, viewing platforms, separation of uses through site planning and design, and restricting hours of public access. The City Planning Official will then consider these alternative methods in a final permit decision.

For the Clover Island High Intensity Environment, developments and uses shall maintain and, where specified, enhance public access and view corridors consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6);

- (D) All new development shall comply with the 35 feet height limitation, except for development provided in the Clover Island High Intensity Environment, where the development shall be consistent with the Clover Island High Intensity Special Area Plan Standards. Building or structures more than 35 feet above the ordinary high water mark in the Urban Conservancy and Aquatic Environments shall be processed through a Conditional Use Permit.

For the Clover Island High Intensity Environment, the City has determined that development will not obstruct views for a substantial number of residences on the adjoining state shoreline, as the existing levee currently blocks the entire shoreline view for existing residences. This is also true for the other residences south of the levee that extends along the entire shoreline of Segments D and E (Appendix A-1) For the Clover Island High Intensity Environment, the view corridors and viewpoints established in the Clover Island High Intensity

Special Area Plan Standards (Appendix A-6-1) will be preserved, and development will remain within the established heights.

The Clover Island High Intensity Special Area Plan Standards will serve the public interest by providing economic development, enhancing public access, maintaining specified on-island view corridors, and providing for enhanced aquatic and riparian habitat. Therefore, areas specified in the Clover Island High Intensity Special Area Plan Standards that exceed 35 feet in height on the island are allowed through the Substantial Development Permit process, consistent with other established standards for view, public access and habitat enhancement (see Appendix A-6).

Specifically, according to WAC 173-27-160, the City has determined that, for the Clover Island High Intensity Environment, as specified in the City-adopted master plan and Clover Island High Intensity Special Area Plan Standards (Appendix A-6), that the:

- (I) Proposed uses are consistent with the policies of RCW 90.58.020 and the Shoreline Master Program;
 - (II) Proposed uses will not interfere and will actually enhance the normal public use of public shorelines;
 - (III) Proposed uses and design of the project are compatible with other authorized uses within the area and with uses planned for the area under the City's Comprehensive Plan and Shoreline Master Program;
 - (IV) Proposed uses will cause no significant adverse effects and actually will enhance the shoreline environment in which it is to be located;
 - (IV) Public interest will suffer no detrimental impacts and actually will benefit from the planned improvements; and
 - (VI) Cumulative impacts are addressed in Appendix A-5.
- (E) As part of any master plan or proposal, other than those specified in the Clover Island High Intensity Special Area Plan Standards, for structures over 35 feet in height, an applicant shall be required to submit a view analysis and cumulative impacts analysis that reviews residential obstruction(s) to allow the City to determine whether development under the master plan or proposal obstructs a substantial number of residences (RCW 90.58.320). Structures over 35 feet, other than those specified in the Clover Island High Intensity Special Area Plan Standards, shall be approved only through a Conditional Use

Permit process according to Section 18.68.240 of this Chapter and WAC 173-27-160. Designs shall protect visual access to the water from onshore. Shoreline view corridors shall be protected through incorporation of appropriate design (e.g., modulation of building heights and massing) and location of new development. Potential impacts to views shall be minimized through location and orientation of development on the subject property. The applicant shall:

- (I) Incorporate a view analysis using photographs, videos, photo-based simulations, or computer-generated simulations. The view analysis shall assess and portray visual access from mainland residences adjoining the shoreline. In all cases, photographs, videos, land use, land cover, or other sources of information shall be no older than 12 months prior to submittal of the application. All photographic, video or simulated view representations will employ equipment that produces imagery with an angle of view equivalent to that achievable with a 35 mm "normal" camera lens, i.e., an angle of view of about 50°.

To document any possible obstruction of existing or potential residential views by proposed development in the Urban Conservancy Environment designation, a minimum of three pictures shall be taken from residences or potential residential lots at a radius of 400 feet from the proposed development at equal distances from each other and toward the shoreline;

- (II) Ensure that the view analysis is cumulative in nature by including vacant existing parcels of record as well as existing structures. Vacant parcels of record shall be assumed to be developed and, as such, their structures to be in compliance with the 35-foot height limitation as established through photographs, videos, photo-based simulations, or computer-generated simulations;
- (IV) If demonstrated through photographs, videos, photo-based simulations, or computer-generated simulations that the proposed development will obstruct less than 30 percent of the view of the shoreline enjoyed by a substantial number of residences on areas adjoining such shorelines, then the development may be considered through the conditional use process;
- (IV) In consideration of the potential view obstruction resulting from the proposed structure, side yard setbacks may need to be increased. No side yard setbacks shall be reduced to accommodate the proposed structure; and

- (V) To address "overriding considerations of the public interest" the applicant shall provide a cumulative impacts analysis that documents the public benefits served by issuance of a Conditional Use Permit. The analysis shall address such considerations as cumulative view obstruction results of height adjustments (within a 1,000-foot radius) of the proposed development combined with those of other developments that exceed the 35-foot height limitation, environmental benefits (enhancement or restoration), public access/open space benefits, and economic benefits. The cumulative impact analysis shall address overall views that are lost, compromised, and/or retained; available view corridors; and surface water views lost, compromised, and/or retained.
 - (F) Public access improvements shall not result in a net loss of shoreline ecological functions; and
 - (G) Signage shall be in conformance with Section 18.68.130(3)(i) of this Chapter and the zoning code (KMC 18.24). All signs shall be located and designed to minimize interference with view corridors and visual access to the shoreline.
- (f) Shoreline Vegetation Conservation, Restoration, and Enhancement.
- (i) Applicability. Vegetation conservation includes activities to protect, restore or enhance vegetation along or near shorelines that contribute to ecological functions and wildlife value. The provisions of this subsection apply to all proposed development and uses in shoreline jurisdiction.
 - (ii) Principles. The following are the objectives of the provisions of this subsection:
 - (A) Scientific and technical information shall be used in addressing issues related to vegetation conservation;
 - (B) In protecting and restoring vegetation within shoreline jurisdiction, the full spectrum of planning and regulatory measures shall be integrated; and
 - (C) Existing ecological functions and ecosystem-wide processes shall be protected, and restoration of degraded ecological functions and ecosystem-wide processes shall be encouraged;
 - (iii) Standards. The following standards shall apply to development in shoreline jurisdiction:
 - (A) The design, construction and location of proposed new development and uses shall follow those goals, policies and guidelines set out in the Shoreline Critical Areas Ordinance (Appendix A-2);

- (B) The design, construction and location of proposed new development and uses shall, wherever feasible, avoid and minimize the removal or damage of existing native vegetation and, where this is not feasible, the applicant shall provide mitigation which ensures no net loss of the functions and values of the removed shoreline vegetation;
 - (C) At a minimum, the Applicant shall consult shoreline management assistance materials provided by Ecology and Management Recommendations for Washington's Priority Habitats, prepared by the Washington State Department of Fish and Wildlife, where applicable;
 - (D) Selective pruning of trees for safety and view protection may be allowed, establishing up to a 50-percent total view corridor. In the case where another view corridor has been specified in federal and/or state permits as beneficial for aquatic and terrestrial species, these provisions would apply. No topping shall be allowed unless approved by the Planning Official. The removal and control of noxious weeds is authorized. Removal of noxious weeds and/or invasive species shall be incorporated in vegetation management plans, as necessary, to facilitate establishment of a stable community of native plants;
 - (E) Vegetation removal not associated with a development permit application requires the submittal and approval of a mitigation and management plan prepared by a qualified biologist, and must be consistent with the provisions of this section; and
 - (F) Clover Island High Intensity - Vegetation planting for the aquatic and shoreline habitat enhancement plan, shall be consistent with the native vegetation and planting specifications provided in the Clover Island High Intensity Special Area Plan Standards (Appendix A-6-4) and consistent with provisions in applicable federal and state permits.
 - (G) The preservation of dead trees and the creation of standing snags during shoreline vegetation management efforts shall be emphasized due to their importance to wildlife and ecological function. Where feasible, standing snags and dead trees must be preserved and protected. Creation and/or preservation of snags may contribute to mitigation plans developed to offset other shoreline vegetation removal.
- (g) Water Quality, Stormwater, and Nonpoint Pollution.
- (i) Applicability. The provisions of this subsection apply to all development and uses in shoreline jurisdiction that affect water quality.

- (ii) Principles. The following are the objectives of the provisions of this subsection:
 - (A) Impacts to water quality and stormwater quantity that would result in a net loss of shoreline ecological functions, a significant impact to aesthetic qualities, or recreational opportunities, shall be prevented wherever feasible; and
 - (B) Shoreline management provisions and other regulations that address water quality and stormwater quantity, including public health, stormwater, and water discharge standards, shall be integrated as feasible into permits issued under this Chapter.
- (iii) Standards.
 - (A) All development activities approved under this Shoreline Master Program shall be designed and maintained consistent with the City's Stormwater Management Plan and Engineering Design Standards. Stormwater control and discharges shall be in compliance and maintained according to the Ecology Stormwater Manual for Eastern Washington.
 - (B) Shoreline use and development shall minimize the need for chemical fertilizers, pesticides or other similar chemical treatments to prevent contamination of surface and ground water and/or soils and adverse effects on shoreline ecological functions and values.
 - (C) All development in shoreline jurisdiction must meet all applicable local, state, and federal water quality protection standards and requirements and prevent impacts to water quality and storm water quantity that would result in a net loss of shoreline ecological functions and prevent significant impacts to aesthetic qualities or recreational opportunities.

(Ord. 5927 Sec. 4, 2021; Ord. 5281 Sec. 1, 2009)

Section 5. Section 18.68.120 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.120: - Shoreline Modifications.

- (1) Applicability. The provisions of this section apply to all shoreline modifications within shoreline jurisdiction.
- (2) Principles. The following are the objectives of the provisions of this section:
 - (a) Shoreline modifications for the Clover Island High Intensity Environment shall be consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6-4) and shoreline stabilization standards established in Section 18.68.120(3)(a);

- (b) Structural shoreline modifications shall be allowed only where they are demonstrated to be necessary to support or protect an allowed structure, a legally existing shoreline use that is in danger of loss or substantial damage, or are necessary for reconfiguration of the shoreline for mitigation or enhancement purposes;
 - (c) Shoreline modifications shall be allowed only when appropriate to the specific type of shoreline and environmental conditions for which they are proposed;
 - (d) Shoreline modifications, individually and cumulatively, shall not result in a net loss of ecological functions; preference shall be given to shoreline modifications that have a lesser impact on ecological functions, and mitigation shall be required for identified adverse impacts resulting from shoreline modifications;
 - (e) Where applicable, scientific and technical information shall be used in planning for shoreline modifications;
 - (f) Restoration or enhancement of ecological functions shall be encouraged where feasible and appropriate, while accommodating permitted uses, and all feasible measures to protect ecological functions and ecosystem-wide processes shall be incorporated. For the Clover Island High Intensity Environment, enhancement shall be consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) and provisions in applicable federal and state permits; and
 - (g) Significant ecological impacts shall be mitigated as defined in this Chapter and according to the mitigation sequence in Appendix A-2.
- (3) Standards for Specific Shoreline Modifications.
- (a) Shoreline Stabilization.
 - (i) Shoreline stabilization measures include the following:
 - (A) Structural ("stabilization structures") and nonstructural methods to address erosion impacts to property and dwellings, businesses, or structures caused by natural processes, such as current, flood, tides, wind, or wave action; and
 - (B) Nonstructural methods including building setbacks, relocation of the structure to be protected, ground water management, planning and regulatory measures to avoid the need for structural stabilization.
 - (ii) New development, including newly created parcels, shall be designed and located to prevent the need for future shoreline stabilization, based upon hydrological or geotechnical analysis.
 - (iii) New development on steep slopes or bluffs shall be set back according to the requirements indicated in Appendix A-2 to ensure

that shoreline stabilization is unlikely to be necessary during the life of the structure, as demonstrated by a geotechnical analysis.

- (iv) New development that would require shoreline stabilization which causes significant impacts to adjacent or down-current properties and shoreline areas is prohibited.
- (v) New structural stabilization measures shall not be allowed except when necessary as demonstrated in the following manner:
 - (A) To protect existing primary structures, new or enlarged stabilization structures for an existing primary structure, including residences, shall not be allowed unless there is conclusive evidence documented by a geotechnical analysis that the structure is in danger of failing within three years from shoreline erosion caused by currents, or waves.

Normal sloughing, or shoreline erosion itself, without a geotechnical analysis, is not demonstration of need. In order to demonstrate need, the geotechnical analysis shall evaluate on-site drainage issues and address drainage problems away from the shoreline edge before considering structural measures. The erosion control structure with appropriate mitigation shall not result in a net loss of ecological functions;

- (B) New stabilization structures in support of new non-water-dependent or water-dependent development shall be allowed when consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) or when all of the following conditions apply: the erosion is not being caused by upland conditions such as the loss of vegetation and drainage; nonstructural measures such as placing the development further from the shoreline, planting vegetation, or installing on-site drainage improvements, are not feasible or sufficient; need is demonstrated by a geotechnical analysis that damage must be caused by natural processes such as currents, and waves; and the erosion control structure and appropriate mitigation will not result in a net loss of shoreline ecological functions;
- (C) New stabilization structures in support of projects for the restoration of ecological functions or hazardous substance remediation projects pursuant to Chapter 70.105D RCW shall be allowed when consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) or when all of the following conditions apply: Nonstructural measures, planting vegetation, or installing on-site drainage improvements are not feasible or sufficient; and the erosion control structure and appropriate mitigation will not result in a net loss of shoreline ecological functions;

- (D) Shoreline stabilization shall be constructed to minimize damage to fish habitats and to maintain safe navigational movement. Biotechnical and soft methods shall be prioritized as the preferred method of bank stabilization, unless analysis demonstrates that such measures are infeasible. For the Clover Island High Intensity Environment shoreline stabilization below the OHWM to protect existing or planned upland water-dependent facilities specified in the plan or applicable federal and state permits shall be accompanied by habitat enhancement, including anchored brush piles or ballasted root wads or other specified measures. Open-piling construction is preferable in lieu of the solid type;
 - (E) Bulkheads shall be designed to permit the passage of surface or ground water without causing ponding or saturation of retained soil or materials. Adequate toe protection (proper footings, a fine retention mesh, etc.) shall be provided to ensure bulkhead stability without relying on additional riprap; and
 - (F) Bulkheads shall be designed to be of the minimum dimensions necessary. When a bulkhead is required at a public access site with planned water access, provision for safe access to the water shall be incorporated into its design.
- (vi) Replacement of existing stabilization structures shall be based on demonstrated need to protect uses or structures from erosion caused by currents, or waves:
- (A) The replacement structure shall be designed, located, sized and constructed to assure no net loss of ecological functions, and, if located in the Clover Island High Intensity Environment, to also achieve improved aquatic and riparian habitat function.
 - (B) Waterward encroachment of a replacement structure shall be allowed for residences occupied prior to January 1, 1992; and then only if there are overriding safety or environmental concerns and then replacement structure shall abut the existing shoreline stabilization structure and must still comply with applicable federal and state permit provisions.
 - (C) For Clover Island High Intensity Environment replacement structures must be consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6-4) and applicable federal and state permit provisions, including anchored brush piles or ballasted root wads and native riparian vegetation plantings and other specified measures, or for soft shoreline stabilization measures that provide restoration of ecological functions.

- (D) Soft shoreline stabilization measures that provide restoration or enhancement of shoreline ecological functions may be permitted waterward of the ordinary high water mark. Additionally, if the development is located in the Clover Island High Intensity Environment, the soft shoreline stabilization measures shall be consistent with the Clover Island High Intensity Special Area Plan Standards.
- (vii) Geotechnical reports prepared pursuant to this section that address the need to prevent potential damage to a structure shall address the necessity for shoreline stabilization by estimating time frames and rates of erosion and shall report on the urgency associated with the specific situation. As a general matter, hard armoring solutions shall not be authorized except when a report confirms that there is a significant possibility that such a structure will be damaged within three years as a result of shoreline erosion in the absence of such hard armoring measures, or where waiting until the need is that immediate, would foreclose the opportunity to use measures that avoid impacts on ecological functions. Where the geotechnical report confirms a need to prevent potential damage to a structure, but the need is not as immediate as three years, that report may still be used to justify more immediate authorization to protect against erosion using soft measures.
- (viii) Shoreline stabilization structures shall be limited to the minimum size necessary. Soft approaches shall be used unless demonstrated not to be sufficient to protect structures, dwellings, and businesses. Where feasible, ecological restoration or enhancement, and public access improvements shall be incorporated into the project. Public access shall be required as part of publicly financed shoreline erosion control measures except where such access is determined to be infeasible because of incompatible uses, safety, security, or harm to ecological functions. For the Clover Island High Intensity Environment, enhancements shall be consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) and applicable federal and state permit provisions, including anchored brush piles or ballasted root wads and native riparian vegetation plantings, and other specified measures, applicable federal and state permit provisions, including anchored brush piles or ballasted root wads and native riparian vegetation plantings and other specified measures.
- (ix) For conditions of erosion or mass wasting due to upland conditions, projects must be consistent with standards set out in KMC 18.68.110(2)(b)(iii)(C).
- (x) Riprapping and other bank stabilization measures shall be located, designed and constructed to avoid the need for channelization of

streams and to protect, as feasible, the natural character of the streamway.

- (xi) Where flood protection measures such as levees are planned, they shall be placed landward of the streamway, including associated swamps and marshes and other wetlands directly inter-related and inter-dependent with the stream proper.
- (xii) Where shoreline stabilization is allowed, it shall consist of "soft," flexible, and/or natural materials or other bioengineered approaches unless a geotechnical analysis demonstrates that such measures are infeasible.
- (xiii) Publicly financed or subsidized shoreline erosion control measures shall not restrict appropriate public access to the shoreline, except where such access is determined to be infeasible because of incompatible uses, safety, security, or harm to ecological functions. Where feasible, ecological restoration and public access improvements shall be incorporated into the project.

(b) Piers, Viewing Platforms, and Docks.

- (i) The following standards shall apply to new piers, viewing platforms and docks:
 - (A) New piers, viewing platforms, and docks are allowed in the Clover Island High Intensity Environment consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) to provide for existing and future water-dependent uses and subject to approval and conditions of federal and state permits addressing aquatic and riparian habitat, and consistent with the Shorelines Critical Areas Appendix A-2 requirements;
 - (B) New piers, viewing platforms and docks are allowed for public and commercial purposes. Docks serving four or less residential units are prohibited;
 - (C) New piers and docks are allowed only for water-dependent uses or public access;
 - (D) New piers and docks are restricted to the minimum size necessary to serve a proposed water-dependent use (based upon a needs analysis provided by the Applicant). For Clover Island High Intensity environment, the minimum width for piers, docks and ramps shall be six feet and the maximum width shall be 12 feet;
 - (E) New piers and docks are permitted only when specific need is demonstrated; and
 - (F) Water-related and water-enjoyment uses may be allowed as part of mixed-use development on over-water structures where

they are clearly auxiliary to, and in support of, water-dependent uses, provided the minimum size requirement needed to meet the water-dependent use is not violated (WAC 173-26-231(3)(b)).

- (ii) The use of floating docks shall be encouraged in those areas where scenic values are high and where conflicts with recreational boaters and fishermen will not be created.
- (iii) Open-pile piers shall be encouraged where shore trolling is important, where there is significant littoral drift and where scenic values will not be impaired. Piers and viewing platforms for the Clover Island High Intensity Environment shall be consistent with the Clover Island High Intensity Special Area Plan Standards and applicable federal and state construction standards and/or requirements. Pilings shall be permitted only when needed as a structural part of floating docks and to minimize the impact of local high winds on the structures. Pilings shall be structurally sound and cured prior to placement in the water. Creosote treated pilings are prohibited. Pilings employed in piers or any other structure shall have a minimum vertical clearance of two feet above the OHWM. The minimum number of pilings necessary shall be used in piers or viewing platforms.
- (iv) Priority shall be given to the use of public piers, viewing platforms and docks. Cooperative use of these facilities is encouraged.
- (v) New structures will be preferentially placed in developed areas to avoid degradation of habitat.
- (vi) Location, design and construction of all piers, viewing platforms and docks shall result in no net loss of ecological processes and functions, and avoid, minimize and mitigate for ecological impacts. Construction materials and light transmission standards must be consistent with applicable state and federal requirements, and be based upon the most current, accurate, and complete scientific and technical information available. Piers, viewing platforms, and docks proposed in the Clover Island High Intensity Environment shall be consistent with the Clover Island High Intensity Special Area Plan Standards and applicable federal and state construction standards and/or requirements and other specified measures, including the following:
 - (A) New overwater structures must not be located on or within 50 feet of existing native aquatic vegetation;
 - (B) New overwater structures must be located in water sufficiently deep to prevent the structure from grounding out at the lowest low water;

- (C) New pier, ramp or dock grating surfaces must provide for a 40-percent minimum open area;
 - (D) Flotation material must be encapsulated with a shell that prevents breakup or loss of flotation material, and cannot be located where it impedes fish passage;
 - (E) Replacement of existing covered boat facilities (boat garages, covered moorage) shall be composed of clear translucent materials that have a minimum 25 percent light transmittance in either the roof material or exposed wall; and
 - (F) Night lighting must be oriented to minimize illumination of surrounding waters.
- (vii) Storage of fuel, oils and other toxic materials is prohibited on docks and piers except in portable containers that are provided with secondary containment.
- (c) Fill.
- (i) Location, design and construction of shoreline fills or cuts shall protect existing ecological values or natural resources and ensure that significant alteration of local currents will not occur nor create a hazard to adjacent life, property, and natural resources. Shoreline fills shall be avoided in critical areas or shoreline buffers, except for habitat enhancement as provided for in the Clover Island High Intensity Special Area Plan Standards, and applicable federal and state permit provisions including native riparian vegetation plantings and other specified measures. When unavoidable, or buffers are not involved, they should be minimized, and designed and located so that there will be no significant damage to and no net loss of existing ecological functions; ecosystem-wide processes and natural resources shall be protected.
 - (ii) Fills waterward of the ordinary high water mark shall be allowed by Substantial Development Permit in the Clover Island High Intensity Environment for ecological enhancement as provided for in the Clover Island High Intensity Special Area Plan Standards and applicable federal and state permit provisions, or by Conditional Use Permit when necessary to support the following uses:
 - (A) Water-dependent uses;
 - (B) Public access;
 - (C) Cleanup and disposal of contaminated sediments as part of an intra-agency environmental cleanup plan;
 - (D) Disposal of dredged material considered suitable under, and conducted in accordance with, the Dredged Material Management Program of the Department of Natural Resources;

- (E) Expansion or alteration of transportation facilities of statewide significance currently located on the shoreline and that demonstrate that alternatives to fill are not feasible;
 - (F) A mitigation action;
 - (G) Environmental restoration or enhancement; and
 - (H) Beach nourishment or enhancement.
- (iii) All perimeters of fills shall be provided with vegetation, bioengineered approaches or other mechanisms for erosion prevention.
 - (iv) Fill materials shall be of such quality that they will not adversely affect water quality.
- (d) Breakwaters, Jetties, Weirs, and Groins.
 - (i) Structures shall be designed, located and constructed with appropriate mitigation in such a way as to assure no net loss of ecological functions. The effect on public access and aesthetic values of the shoreline shall be considered in the design and location of structures.
 - (ii) Structures waterward of the ordinary high water mark shall be allowed only for water-dependent uses, public access, shoreline stabilization, or other specific public purpose.
 - (iii) A shoreline Conditional Use Permit shall be required for all structures except shoreline protection/restoration/enhancement projects and only allowed when demonstrated that no feasible alternative is available. Mitigation sequencing shall be provided to ensure no net loss of shoreline ecological functions and processes and shall be demonstrated by submittal of Mitigation Management Plan.
 - (e) Dredging and Dredge Material Disposal.
 - (i) Dredging and dredge material disposal shall be done in a manner which avoids or otherwise minimizes significant ecological impacts. Impacts which cannot be avoided shall be mitigated.
 - (ii) New development siting and design shall avoid the need for new and maintenance dredging.
 - (iii) Dredging for the purposes of establishing, expanding, or relocating or reconfiguring navigation channels and basins shall be allowed where necessary to assure safe and efficient accommodation of existing navigational uses. In such cases, significant ecological impacts shall be minimized and mitigation provided for any unavoidable impacts.

- (iv) Maintenance dredging of established navigation channels and basins is restricted to maintaining previously dredged and/or existing authorized location, depth, and width.
 - (v) Dredging for fill materials shall not be allowed, except when the material is necessary for the restoration of ecological functions, and is associated with a MTCA or CERCLA habitat restoration project or is approved through a shoreline Conditional Use Permit for use in any other significant habitat enhancement project. When allowed, fill material must be placed waterward of the ordinary high water mark.
 - (vi) Dredging of materials suitable for shoreline restoration or other activities to benefit shoreline resources may be allowed, provided the activity is done in a manner which avoids or otherwise minimizes ecological impacts.
 - (vii) Disposal of dredge material on shorelands, wetlands or within a channel migration zone shall be discouraged and is allowed only by shoreline Conditional Use Permit.
- (f) Signage.
- (i) Off-premises signs shall not be permitted on the shorelines.
 - (ii) Signs shall be mounted flush to the buildings they represent, and shall not extend above the roofline.
 - (iii) Flashing, moving, or animating signs shall not be permitted, unless required by law for air and water navigation.
 - (iv) Each use shall be permitted one square foot of sign for each five feet of the building frontage.
 - (v) Vistas and viewpoints shall not be degraded and visual access to the water from such vistas shall not be impaired by the placement of signs. All signs shall be located and designed to minimize interference with view corridors and visual access to the shoreline.
 - (vi) When feasible, signs shall be constructed against existing buildings to minimize visual obstructions of the shoreline and water bodies.
 - (vii) No signs shall be placed on trees, other natural features, or public utility poles.
- (g) Shoreline Habitat and Natural Systems Restoration and Enhancement Projects.
- (i) Shoreline habitat and natural systems enhancement projects, including those activities proposed and conducted specifically for the purpose of establishing, restoring, or enhancing habitat for listed species in shorelines, are encouraged, provided such projects' primary purpose is clearly enhancing or restoring the shoreline natural character and ecological functions. The project shall address legitimate enhancement or restoration needs and priorities and

facilitate implementation of the restoration plan (Appendix A-4) developed pursuant to WAC 173-26-201(2)(f) and the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) and with applicable federal and state permit provisions.

- (ii) For the Clover Island High Intensity Environment, implementation of the aquatic, nearshore and riparian habitat enhancement plan, as provided in the Clover Island High Intensity Special Area Plan Standards shall accompany new development. Accompany means within 12 months of completion of a new development project, enhance the shoreline next to the new development consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6-4). Enhancement work will be conducted within the work window specified in applicable federal and state permits (typically late fall/winter time period).

(Ord. 5927 Sec. 5, 2021; Ord. 5281 Sec. 1, 2009)

Section 6. Section 18.68.130 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.130: - Shoreline Uses.

- (1) Applicability. The provisions of this section apply to specific common uses and types of development to the extent they occur within shoreline jurisdiction. All uses and development must be consistent with the Shoreline Master Program.
- (2) General Use Provisions.
 - (a) Principles. The following are objectives of the provisions of this section:
 - (i) Uses that are consistent with the control of pollution and prevention of damage to the natural environment, or are unique to or dependent upon uses of the State's shoreline areas, are preferred. Preference shall be given first to water-dependent uses, second to water-related uses and third to water-enjoyment uses;
 - (ii) The location, design and construction of new development in shoreline areas shall be done in a way that protects the public's health, safety, and welfare, as well as the land and its vegetation and wildlife, and protects property rights while implementing the policies of the Shoreline Management Act; and
 - (iii) Permitted uses shall result in no net loss of ecological functions associated with the shorelines.
 - (b) Conditional Uses.
 - (i) Purpose. The purpose of this section is to define the types of uses and development that require a shoreline Conditional Use Permit pursuant to RCW 90.58.100(5). Conditional Use Permits may be required for a variety of purposes, including:

- (A) To effectively address unanticipated uses that are not classified in this Shoreline Master Program as described in WAC 173-27-030;
 - (B) To address cumulative impacts; and
 - (C) To provide the opportunity to require specially tailored environmental analysis or design criteria for types of use or development that may otherwise be inconsistent with a specific environment designation within this Shoreline Master Program or with the Shoreline Management Act policies.
- (ii) Applicability. The following types of uses and development may require a Conditional Use Permit (see Section 18.68.240 for application process):
- (A) Uses and development that may or will significantly impair or alter the public's use of the water areas of the State;
 - (B) Uses and development which, by their intrinsic nature, may have a significant ecological impact on shoreline ecological functions or shoreline resources depending on location, design, and site conditions;
 - (C) Specific shoreline uses identified in this Chapter as requiring a Conditional Use Permit; and
 - (D) The height limit for all uses shall be 35 feet in the Aquatic and Urban Conservancy Environments, and for the Clover Island High Intensity Environment, the heights provided in the Clover Island High Intensity Special Area Plan Standards (Appendix A-6). Proposed Uses may be able to exceed this limit through the Conditional Use process as described in Section 18.68.240.
- (c) Prohibitions.
- (i) Aquaculture activities are prohibited in shorelands.
 - (ii) Agriculture activities are prohibited in shorelands.
- (d) Nonconforming Development or Nonconforming Structures. “Nonconforming development” or “nonconforming structure” means an existing structure that was lawfully constructed at the time it was built but is no longer fully consistent with present regulations such as setbacks, buffers or yards; area; bulk; height or density standards due to subsequent changes to the master program. When such development or structure exists, the following standards shall apply:
- (i) Nonconforming development may be continued and maintained, repaired, renovated, or structurally altered, provided that it is not enlarged, intensified, increased, or altered in any way which increases its nonconformity, except to enhance views from upland areas including streets, to enhance public access, or to contribute to

protection, enhancement, restoration, or rehabilitation of or mitigation for impacts to critical areas or their buffers;

- (ii) A nonconforming development which is moved any distance must be brought as closely as possible into conformance with the Shoreline Master Program and the Act;
 - (iii) If a nonconforming development is damaged to an extent not exceeding 75 percent of the replacement cost of the original development, it may be reconstructed to those configurations existing immediately prior to the time the development was damaged, provided that application is made for the permits necessary to restore the development within six months of the date the damage occurred, all permits are obtained and the restoration is completed within two years of permit issuance;
 - (iv) Structures that were legally established and are used for a conforming use but which are nonconforming with regard to setbacks, buffers or yards, area, bulk, height or density may be maintained and repaired and may be enlarged or expanded provided that said enlargement does not increase the extent of nonconformity by further encroaching upon, or extending into, areas where construction or use would not be allowed for new development or uses.
- (e) Nonconforming Uses. "Nonconforming use" means an existing shoreline use that was lawfully established prior to the effective date of the act or the applicable master program, but which does not conform to present use regulations due to subsequent changes to the master program. When such use exists, the following standards shall apply:
- (i) If a nonconforming use is discontinued for 12 consecutive months or for 12 months during any two-year period, the nonconforming rights shall expire and any subsequent use shall be conforming. A use authorized pursuant to subsection (6) of this section shall be considered a conforming use for purposes of this section;
 - (ii) A structure which is being or has been used for a nonconforming use may be used for a different nonconforming use only upon the approval of a Conditional Use Permit. A Conditional Use Permit may be approved only upon a finding that:
 - (A) No reasonable alternative conforming use is practical;
 - (B) The proposed use will be at least as consistent with the policies and provisions of the Act and the Shoreline Master Program and as compatible with the uses in the area as the preexisting use; and
 - (C) In addition such conditions may be attached to the permit as are deemed necessary to assure compliance with the above findings, the requirements of the Shoreline Master Program

and the Shoreline Management Act and to assure that the use will not become a nuisance or a hazard.

- (iii) Uses and developments that were legally established and are nonconforming with regard to the use regulations of the Shoreline Master Program may continue as legal nonconforming uses. Such uses shall not be enlarged or expanded.
- (iv) A use which is listed as a conditional use but which existed prior to adoption of the Shoreline Master Program or any relevant amendment and for which a Conditional Use Permit has not been obtained shall be considered a nonconforming use. A use which is listed as a conditional use but which existed prior to the applicability of the Shoreline Master Program to the site and for which a Conditional Use Permit has not been obtained shall be considered a nonconforming use.
- (f) Nonconforming Lots. “Nonconforming lot” means a lot that met dimensional requirements of the applicable master program at the time of its establishment but now contains less than the required width, depth or area due to subsequent changes to the master program. When such lots exist, the following standards shall apply:
 - (i) An undeveloped lot, tract, parcel, site, or division of land located landward of the ordinary high water mark which was established in accordance with City zoning requirements prior to the effective date of the Act and this Shoreline Master Program but which does not conform to the present lot size standards may be developed if permitted by other City land use regulations and so long as such development conforms to all other requirements of the applicable Shoreline Master Program and the Act;
- (g) Shoreline Uses Table.
 - (i) The shoreline uses table identifies the level of approval required for the specific shoreline uses described in this Chapter.
 - (ii) Buffers shall be maintained in accordance with Critical Areas Appendix A-2, Chapter 6 or any other Chapters of this Appendix A-2 as appropriate within shoreline jurisdiction.
 - (iii) Building setbacks are measured landward from the edges of all critical area buffers or from the edges of all critical areas, if no buffers are required according to Appendix A-2, Section 1.220.
 - (iv) To provide flexibility in the application of use regulations in a manner consistent with RCW 90.58.020, a Conditional Use Permit may be provided with special conditions, as applicable (see Sections 18.68.130(2)(b) and 18.68.240)
 - (v) Bulk, dimensional and performance standard exceptions are made through the variance process.

- (vi) Reasonable Use. Where project proponents would seek a "Reasonable Use" exception to their proposal, they shall seek exception process and relief through the conditional use or variance process.

	Clover Island High Intensity	Urban Conservancy	Aquatic
	<i>Permit</i>	<i>Permit</i>	<i>Permit</i>
Boating Facilities			
Water-dependent	SDP	SDP	SDP
Water-oriented	SDP	CUP	Prohibited
Commercial			
Water-dependent	SDP	SDP	SDP
Water-related and water-enjoyment	SDP	SDP	CUP
Non-water-oriented	SDP	CUP	Prohibited
Industrial			
Water-dependent	Prohibited	Prohibited in ED map Sections A—D/CUP Section E	Prohibited in ED map Sections A—D/CUP Section E
Water-related and water-enjoyment	Prohibited	CUP only Section E	CUP
Non-water-oriented	Prohibited	CUP only Section E	Prohibited
In-stream Structures	SDP for uses that improve ecological functions CUP for all other uses	CUP	CUP
Historic, Educational and Recreational			
Water-dependent	SDP	SDP	SDP
Water-related and water-enjoyment	SDP	SDP	CUP
Water-enjoyment - walkways and trails	SDP	SDP	CUP
Non-water-oriented(5)	SDP	CUP	Prohibited
Residential Development			
Multi-Family Residential Development	SDP	Prohibited	Prohibited

Single-Family and Duplex	Prohibited	Prohibited	Prohibited
Transportation Motorized (includes public transit)	SDP	SDP	CUP
Capital Facilities and Utilities All Utilities; Water Supply Utilities; Signage	SDP	SDP	CUP
Fill	SDP	SDP	CUP
Dredging Disposal of Dredge Material in Shoreline Jurisdiction	CUP	CUP	CUP
	Clover Island High Intensity	Urban Conservancy	Aquatic
	Permit	Permit	Permit
<i>Boating Facilities</i>			
Water-dependent	SDP	SDP	SDP
Water-oriented	SDP	CUP	Prohibited
Commercial			
Water-dependent	SDP	SDP	SDP
Water-related and water-enjoyment	SDP	SDP	CUP
Non-water-oriented	SDP	CUP	Prohibited
Industrial			
Water-dependent	Prohibited	Prohibited in ED map Sections A—D/CUP Section E	Prohibited in ED map Sections A—D/CUP Section E
Water-related and water-enjoyment	Prohibited	CUP only Section E	CUP
Non-water-oriented	Prohibited	CUP only Section E	Prohibited
In-stream Structures	SDP for uses that improve ecological functions CUP for all other uses	CUP	CUP
Historic, Educational and Recreational			

Water-dependent	SDP	SDP	SDP
Water-related and water-enjoyment	SDP	SDP	CUP
Water-enjoyment - walkways and trails	SDP	SDP	CUP
Non-water-oriented(5)	SDP	CUP	Prohibited
Residential Development			
Multi-Family Residential Development	SDP	Prohibited	Prohibited
Single-Family and Duplex	Prohibited	Prohibited	Prohibited
Transportation Motorized (includes public transit)	SDP	SDP	CUP
Capital Facilities and Utilities All Utilities; Water Supply Utilities; Signage	SDP	SDP	CUP
Fill	SDP	SDP	CUP
Dredging Disposal of Dredge Material in Shoreline Jurisdiction	CUP	CUP	CUP

1. SDP = Substantial Development Permit
 2. CUP = Conditional Use Permit. Uses not specifically identified may be considered through the CUP application process (see Section 18.68.240).
- (3) Standards for Specific Shoreline Uses. Permit process, height limit, and setback requirements for uses in each shoreline environment designation shall be in accordance with the shoreline use table in Section 18.68.130 and as stated in the following sections:
- (a) Boating Facilities and Marinas. For the purposes of this Chapter, "boating facilities" includes marinas, boat storage and launch ramp development, and accessory uses.
 - (i) For the water dependent portion of the boating facilities, Substantial Development Permits shall be required in the Clover Island High Intensity, Urban Conservancy and Aquatic Environments.
 - (ii) Non-water-oriented portions of boating facilities shall require Substantial Development Permits in the Clover Island High Intensity Environment consistent with the Clover Island High Intensity

Special Area Plan Standards, and Conditional Use Permits in the Urban Conservancy Environment. Such uses shall be prohibited in the Aquatic Environment.

- (iii) Water-dependant uses, as defined by this Shoreline Master Program, may be located within a habitat conservation area or buffer when the applicant or property owner can demonstrate compliance with Appendix A-2, Chapters 1—6.
- (iv) Boating facilities shall be located only at sites with suitable environmental conditions, shoreline configuration, access, and neighboring uses. Such facilities shall meet health, safety, and welfare requirements. All boating facilities shall be permitted and in compliance with all local, state and federal requirements.
- (v) Location, design and construction of new boating facilities shall avoid, when feasible, or otherwise mitigate aesthetic impacts to the shoreline that are derived from natural or cultural features, such as shoreforms, vegetative cover, and historic sites/structures.
- (vi) Boating facilities shall not conflict with existing or planned public access opportunities. Public access is required for new marinas, particularly where water-enjoyment uses are associated with the marina, in accordance with WAC 173-26-221(4) and KMC 18.68.110(2)(e).
- (vii) Boaters are prohibited from living in their vessels (live-aboard). Non-motorized floating homes shall not be permitted.
- (viii) Boating facilities, and associated and accessory uses shall not be allowed if they result in a net loss of shoreline ecological functions.
- (ix) Extended moorage on waters of the State without a lease or permission from appropriate authorities is prohibited, and any significant impacts to navigation and public access shall be mitigated.
- (x) Special attention shall be given to the design and development of operational procedures for fuel handling and storage in order to minimize accidental spillage and provide satisfactory means for handling any spillage that does occur. A "maintenance and spill prevention and control plan" shall be required to be submitted by the applicant in order to get a shoreline permit.
- (xi) In planning for propelled watercraft, assurances shall be made that waste disposal practices meet local and State health regulations, that the crafts are not located over highly productive fish food areas, and that the crafts are located to be compatible with the intent of the designated environments.

(xii) Marinas for float plane moorage shall be developed in accordance with any guidelines developed by the Washington State Department of Fisheries, Federal Aviation Administration, and U.S. Coast Guard.

(b) Commercial Uses.

- (i) The location, design and construction of commercial uses and redevelopment shall achieve no net loss of shoreline ecological functions. For the Clover Island High Intensity Environment, the proposal shall enhance shoreline ecological functions within 12 months of completion of a new development project, consistent with the Clover Island High Intensity Special Area Plan Standards. Enhancement work will be conducted within the work window specified in applicable federal and state permits (typically late fall/winter time period).
- (ii) Preference shall be given first to water dependent commercial uses, second to water-related uses, and third to water-enjoyment uses.
- (iii) All commercial uses shall provide public access. Refer to WAC 173-26-221(4) and KMC 18.68.110(2)(e) for public access provisions.
- (iv) In areas designated for commercial use, non-water-oriented commercial development may be allowed if the site is physically separated from the shoreline by another property or public right-of-way.

Non-water-dependent commercial uses should not be allowed over water except in existing structures or in the limited instances where they are auxiliary to and necessary in support of water-dependent uses.

Commercial development shall not result in a net loss of shoreline ecological functions or have significant adverse impact to other shoreline uses, resources and values provided for in RCW 90.58.020 such as navigation, recreation, and public access.

Non-water-oriented commercial uses shall not be allowed unless:

- (A) The use is part of a mixed-use project that includes water-dependent uses and provides a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration and complies with other applicable use standard(s) as established in this Chapter; or
- (B) Navigability is severely limited at the proposed site; and the commercial use provides a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration.

For water-dependent commercial uses, Substantial Development Permits shall be required in the Clover Island High Intensity, Urban Conservancy and Aquatic Environments.

- (v) Non-water-oriented commercial uses shall require Substantial Development Permits in the Clover Island High Intensity Environment consistent with the Clover Island High Intensity Special Area Plan Standards, and Conditional Use Permits for deviations to these standards and in the Urban Conservancy Environment. Non-water-oriented projects shall be consistent with subsections (i) and (iv) above. Non-water-oriented projects shall be prohibited in the Aquatic Environment.
- (vi) A Substantial Development Permit shall be required for water-related and water-enjoyment commercial uses in the Urban Conservancy. A Conditional Use Permit shall be required for uses in the Aquatic Environment, consistent with the following:
 - (A) Pier and dock construction shall be restricted to the minimum size necessary to meet the needs of the proposed water-dependent use. Water-related and water-enjoyment uses may be allowed as part of mixed-use development on over-water structures where they are clearly auxiliary to, and in support of, water-dependent uses and consistent with minimum size requirements needed to meet the water-dependent use (WAC 173-26); and
 - (B) As Part of Mixed-Use, mixed use developments shall comply with other applicable use standard(s) as established in this Chapter.
- (vii) Water-dependent uses, as defined by this Shoreline Master Program, may be located within a habitat conservation area or buffer when the applicant or property owner can demonstrate compliance with Appendix A-2, Chapters 1—6.

Water-related, water enjoyment, and non-water oriented commercial uses shall be required to comply with the critical area regulations, buffer and setback regulations as identified in Appendix A-2.

- (viii) Where commercial use is proposed for location on land in public ownership, public access is required.
- (c) Industrial Uses.
 - (i) Priority shall be given to water-dependent industries which require use of navigable water, and then to other water-oriented industrial uses, over other industrial uses.
 - (ii) New non-water-oriented industrial development shall be prohibited on shorelines except when:

- (A) The use is part of a mixed-use project that includes water-dependent uses and provides a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration or enhancement; or
 - (B) Navigability is severely limited at the proposed site; and the industrial use provides a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration or enhancement; or
 - (C) In areas designated for industrial use, non-water-oriented industrial uses may be allowed if the site is physically separated from the shoreline by another property, public right-of-way, or a levee system maintained by or maintained under license from the federal government, the State, or a political subdivision of the State.
- (iii) Industrial facilities are prohibited in the Clover Island High Intensity Environment. Industrial facilities are prohibited in the Urban Conservancy and Aquatic Environments, except reconstructed, replaced or new facilities in shoreline segment E (Exhibit 1) where they may be allowed through a Conditional Use Permit. Only the dock/port portion of a facility may be located in the Aquatic Environment.
 - (iv) The height limit for industrial uses shall be 35 feet. Industrial facilities may be able to exceed this limit through the Conditional Use process as described in Sections 18.68.240 and 18.68.110(2)(e) of this Chapter.
 - (v) Water-dependent uses, as defined by this Shoreline Master Program, may be located within a habitat conservation area or buffer when the applicant or property owner can demonstrate compliance with critical areas provisions (Appendix A-2).
 - (vi) The design, location, and construction of industrial uses shall include appropriate mitigation, as necessary, to assure no net loss of ecological functions.
 - (vii) Applicants for industrial uses shall consider incorporating public access as mitigation for impacts to shoreline resources and values unless public access cannot be provided in a manner that does not result in significant interference with operations or hazards to life or property, as provided in WAC 173-26-221(4). Where a proposed industrial use is on publically owned land, public access shall be required.

- (viii) Industrial development and redevelopment will be encouraged to provide environmental cleanup and restoration of the shoreline area as part of the development, as applicable.
 - (ix) Industrial port facilities will be designed to permit viewing of shoreline areas from view-points, waterfront restaurants, and similar public facilities which will not interfere with operations or endanger public health and safety.
 - (x) The cooperative use of pre-existing docks parking, cargo handling, and water-dependent storage facilities is strongly encouraged in waterfront industrial areas. New additional parking facilities shall be located landward of the pre-existing buildings and development.
- (d) In-stream Structures. For the purposes of this Chapter, "In-stream structure" means a structure placed by humans within a stream or river waterward of the ordinary high water mark that either causes or has the potential to cause water impoundment or the diversion, obstruction, or modification of water flow. In-stream structures may include those for hydroelectric generation, irrigation, water supply, flood control, transportation, utility service transmission, fish habitat enhancement, or other purpose.

In-stream structures shall provide for the protection and preservation, of ecosystem-wide processes, ecological functions, and cultural resources, including, but not limited to, fish and fish passage, wildlife, and water resources, critical areas, hydrogeological processes, and natural scenic vistas. The location and planning of in-stream structures shall give due consideration to the full range of public interests, watershed functions and processes, and environmental concerns, with special emphasis on protecting and restoring or enhancing priority habitats and species.

- (i) Substantial Development Permits shall be required in the Clover Island High Intensity Environment consistent with the Clover Island High Intensity Special Area Plan Standards.
- (ii) Conditional Use Permits shall be required for deviations to the Clover Island High Intensity Special Area Plan Standards and in the Urban Conservancy and Aquatic Environments.
- (iii) In-stream structures shall be sited and designed consistent with appropriate engineering principles, including guidelines of the Natural Resource Conservation Service and the U.S. Army Corps of Engineers and the City of Kennewick Flood Damage Protection Code 18.93 and this Shoreline Master Program.
- (iv) Non-structural and non-regulatory methods to protect, enhance and restore shoreline ecological functions and processes and other shoreline resources shall be encouraged as an alternative to structural flood control works and in-stream structures. Nonregulatory and non-structural methods may include public facility and resource

planning, land or easement acquisition, education, voluntary protection and enhancement projects, or incentive programs.

- (iv) In-stream structures shall be constructed and maintained in a manner that does not degrade the quality of affected waters. The City may require reasonable conditions to achieve this objective such as setbacks, buffers, or storage basins.
 - (v) Natural in-stream features such as snags, uprooted trees or stumps shall be left in place unless it can be demonstrated that they are actually causing deleterious bank erosion or higher flood stages which directly threaten human life, property, or infrastructure.
 - (vi) In-stream structures shall allow for normal ground water movement and surface runoff.
 - (vii) In-stream structures shall preserve valuable recreation resources and aesthetic values, such as islands.
 - (ix) No in-stream structure may be constructed without the developer having obtained all applicable federal, state, and local permits and approvals, including, but not limited to, an Hydraulic Project Approval (HPA) from the State Department of Fish and Wildlife.
- (e) Historic, Educational, and Recreational Uses. For the purposes of this Chapter, "historic, educational, and recreational uses" include commercial and public facilities designed and used to make such uses accessible to the public.
- (i) Shoreline recreational development shall be given priority and is primarily related to access to, enjoyment and use of the water and shorelines of the State.
 - (ii) Historic, educational, and recreational uses are allowed in all environments.
 - (iii) Water-dependent uses of the shoreline for historic, educational, and recreational uses are allowed with Substantial Development Permits in all environments. Water-related and water enjoyment uses will be allowed with Substantial Development Permits when consistent with the Clover Island High Intensity Special Area Plan Standards, and in the Urban Conservancy Environment, and by Conditional Use Permit in the Aquatic Environment.
 - (iv) Water-dependent uses of the shoreline, as defined by this Shoreline Master Program, for historic, educational, and recreational uses that require no permanent structures may be located within a habitat conservation area or buffer when the applicant or property owner can demonstrate compliance with Appendix A-2.
 - (v) Water-Oriented and Non-water-oriented projects, as part of a mixed-use project, including the Clover Island High Intensity Special Area Plan Standards, shall comply with setback and buffer standards

established in Shoreline Master Program Critical Area Standards, Appendix A-2. Temporary water enjoyment structures with a 30-day or less time limit of placement (such as for boat races) may be permitted with a ten-foot shoreline setback within Clover Island High Intensity and Urban Conservancy Environment buffers.

- (vi) Walkways and trails provided that those pathways that are generally parallel to the perimeter of the wetland or shoreline may be located in the outer 25 percent of the buffer area. For the Clover Island High Intensity Environment, walkways/boardwalks can be located in the outer 50 percent of the buffer area if they are built on piling and provide mitigation as required in Shoreline Master Program Critical Area Standards, Appendix A-2.
- (viii) Trail width of ten feet maximum is allowed within the buffer area. Water dependent access is allowed within the buffer, consistent with Shoreline Master Program Critical Area Standards, Appendix A-2, and Americans with Disabilities Act (ADA) regulations.
- (viii) The Planning Official has the ability to increase the trail width or modify trail design on a case-by-case basis if:
 - (A) The additional width of the trail is located outside the required buffer, and/or
 - (B) There is an established need for compliance with ADA accessible trail regulation.

In such cases, the trail shall be the minimum size necessary.

- (ix) The location, design and operation of public recreational facilities shall be conducted in a manner consistent with the purpose of the environment designation in which they are located and that assures no net loss of shoreline ecological functions of the shoreline.
- (x) Linkage of shoreline parks and public access points through the use of linear access is encouraged.
- (xi) To avoid wasteful use of the limited supply of recreational shoreland, parking areas shall be located inland away from the immediate edge of the water and recreational beaches. Access should be provided by walkways or other methods.
- (xii) Recreational developments should be of such variety as to consider the diversity of demands from groups in nearby population centers. The supply of recreation facilities should be directly proportional to the proximity of population and compatible with the environment designations.
- (xiii) Facilities for intensive recreational activities shall be provided where sewage disposal and vector control can be accomplished to

meet public health standards without adversely altering the natural features attractive for recreational uses.

- (xiv) In locating proposed new open areas which use large quantities of fertilizers and pesticides in their turf maintenance programs, provisions must be made to prevent these chemicals from entering water. If this type of facility is approved on a shoreline location, provisions shall be made for protection of water areas from drainage and surface runoff. The Planning Official may require a critical areas analysis, stormwater management plan, park management plan, or golf/turf chemical management plan as part of the project permitting review.

(f) Residential Development.

- (i) New multi-family residential uses are permitted as a non-water-oriented use within the Clover Island High Intensity Environment consistent with the Clover Island High Intensity Special Area Plan Standards.
- (ii) New multi-family residential developments are prohibited in Urban Conservancy and Aquatic Environments.
- (iii) Mixed-use residential development in the Clover Island High Intensity Environment shall require the same buffer limitations as part of its water-oriented or mixed use portion.
- (iv) The development and appropriate mitigation shall assure no net loss of shoreline ecological functions will result from new residential development.
- (v) New over-water residences, including floating homes, are prohibited within shoreline jurisdiction.
- (vi) The maximum density for multi-unit residential development shall not exceed 27 dwelling units per acre.
- (vii) Single-family and duplex residential developments are prohibited in all environment designations.

(g) Transportation.

- (i) Substantial Development Permits shall be required for transportation facilities located in the Clover Island High Intensity and Urban Conservancy Environments. Conditional Use Permits shall be required for transportation facilities in the Aquatic Environment.
- (ii) Motorized transportation facilities shall comply with setback and buffer standards established in Shoreline Master Program Critical Area Standards, Appendix A-2.
- (iii) Proposed transportation and parking facilities shall be planned, located, and designed where routes shall have the least possible adverse effect on unique or fragile shoreline features, and with

appropriate mitigation will not result in a net loss of shoreline ecological functions or adversely impact existing or planned water-dependent uses.

- (iv) Circulation system planning shall include systems for pedestrian, bicycle, and public transportation where appropriate. Circulation planning and projects should support existing and proposed shoreline uses that are consistent with this Chapter.
 - (v) Parking facilities in shorelines are not a preferred use and shall be allowed only as necessary to support an authorized use. Environmental and visual impacts of parking facilities shall be minimized.
 - (vi) Whenever feasible, major highways, freeways, and railways should be located away from shorelands, except in port and heavy industrial areas, so that shoreland roads may be reserved for slow-moving recreational traffic.
 - (vii) Transportation and parking plans and projects shall be consistent with the public access policies, public access plan, and environmental protection provisions of this Chapter.
 - (viii) Where feasible, transportation corridors should be located upland to reduce pressures for the use of waterfront sites.
- (h) **Capital Facilities and Utilities.** Definition: Utilities are services and facilities that produce, convey, store or process such things as power, natural gas, sewage, communications, oil and waste. Capital facilities include wastewater treatment plants, bridges, water reservoirs, electrical substations, and gas regulating stations. On-site utility features serving a primary use such as a water, sewer or gas line to a development are "accessory utilities" and shall be considered part of the use.
- (i) Substantial Development Permits shall be required for utilities within the Clover Island High Intensity and Urban Conservancy Environments. A Conditional Use Permit shall be required for utilities located in the Aquatic Environment.
 - (ii) Utilities supporting water-dependent uses, as defined by this Shoreline Master Program, may be located within a habitat conservation area or buffer when the applicant or property owner can demonstrate compliance with Shoreline Master Program Critical Area Standards (Appendix A-2). Utilities shall also comply with setback and buffer standards established in Appendix A-2.
 - (iii) The design, location, and construction of utility facilities with appropriate mitigation shall be conducted in such a manner as to assure no net loss of shoreline ecological functions, preserve the natural landscape and minimize conflicts with present and planned land and shoreline uses while meeting the needs of future populations in areas planned to accommodate growth.

- (iv) Utilities shall be located in existing rights-of-way and corridors whenever feasible.
 - (v) Utility production and processing facilities, such as power plants and sewage treatment plants, or parts of those facilities that are non-water-oriented, such as pumping stations, are prohibited in shoreline jurisdiction, unless it can be demonstrated that no other feasible option is available. Stormwater outfall infrastructure is allowed.
 - (vi) Expansions or upgrades of existing wastewater treatment facility outfalls shall be allowed.
 - (vii) Transmission facilities for the conveyance of services, such as power lines, communication cables, and pipelines, shall be located outside of shoreline jurisdiction where feasible, and when necessarily located within the shoreline area shall with appropriate mitigation assure no net loss of shoreline ecological functions.
 - (viii) Over-water utility crossings shall be allowed only when no feasible alternative exists.
 - (ix) New utilities or the substantial expansion of existing utilities shall:
 - (A) Be located underground or under water, if feasible;
 - (B) Utilize low impact, low profile design and construction methods; and
 - (C) Be consistent with all applicable federal, state and local regulations.
 - (x) Maintenance and replacement of existing utilities shall be exempt from subsections (viii)(A) and (viii)(B) above.
 - (xi) Transmission facilities for the conveyance of services, such as power lines, cables, and pipelines, shall be located outside of the shoreline area where feasible and when necessarily located within the shoreline area shall assure no net loss of shoreline ecological functions.
- (i) Fill Practices.
 - (i) Substantial Development Permits shall be required for proposed fill projects within the Clover Island High Intensity and Urban Conservancy Environments. A Conditional Use Permit shall be required for proposed fill projects located in the Aquatic Environment.
 - (ii) See Section 18.68.120(3)(c) for additional requirements.
 - (j) Dredging and Disposal of Dredge Material Practices.
 - (i) A Conditional Use Permit shall be required for proposed dredge and dredge material disposal projects located in the Clover Island High intensity, Urban Conservancy, and Aquatic Environments.

- (ii) See Section 18.68.120(3)(e) for additional requirements.

(Ord. 5927 Sec. 6, 2021; Ord. 5281 Sec. 1, 2009)

Section 7. Section 18.68.230 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.230: - Application for Substantial Development Permits.

- (1) An applicant desiring to begin a new substantial development within the shoreline jurisdiction must apply to the Planning Official for a shoreline Substantial Development Permit. The application must comply with Section 18.68.260 of this Chapter.
 - (a) A Substantial Development Permit shall be granted only when the development proposed is consistent with:
 - (i) The policies and procedures of the Shoreline Management Act;
 - (ii) The provisions of this regulation; and
 - (iii) The adopted Shoreline Master Program for Kennewick's shoreline.
- (2) Notice of Application. After filing a proper application, the City must publish notice thereof at least once a week on the same day of the week for two consecutive weeks in a newspaper of general circulation within the City. The City must also mail written notice to the Clover Island Yacht Club, Port of Kennewick, Audubon Society, Park and Recreation Commission, and all property owners within 300 feet of the proposed substantial development. The City may require an applicant to give notice at his or her expense.

Any interested person shall be allowed to submit comments regarding the application, or contact the Planning Official to request a copy of the action taken upon the application. All persons who submit their views and all others who notify the Planning Official within 30 days of the last date of publication of the notice are entitled to receive a copy of the action taken upon the application.
- (3) Duties of the Hearing Examiner. The Planning Official shall make recommendations based on this Shoreline Master Program and transmit such recommendations to the Hearing Examiner within a reasonable time after the end of the 30-day notice period. The Hearing Examiner shall consider the proposed substantial development based on information from: the application; written comments from interested parties during the public comment period; independent study of the Planning Department; and views expressed during any public hearing which may be held by the Hearing Examiner. The Hearing Examiner may request additional information. After the review, the

Hearing Examiner shall approve, conditionally approve, or deny permits; provided that if the Hearing Examiner does not wish to follow the recommendations of the Planning Official, it may refer the matter back to the Planning Official for reconsideration. Upon receipt of the further recommendations of the Planning Official the Hearing Examiner shall then adopt

the recommendation or consider the matter at its own public hearing. The Hearing Examiner may rescind any permit upon the finding that the applicant has not complied with the conditions of the permit. All permits entailing a variance or conditional use under the approved Shoreline Master Program shall be submitted to Ecology for its approval or disapproval.

- (4) Notice of Action. The City must notify the following persons in writing of any final approval or denial of a permit:
 - (a) The applicant;
 - (b) Ecology;
 - (i) Notification shall be done using return receipt requested mail.
 - (c) The Washington State Attorney General;
 - (i) Notification shall be done using return receipt requested mail.
 - (d) Any person who has submitted written comments upon the application during the public comment period; and
 - (e) Any person who has written the Planning Department requesting notification.
- (5) Building Permits Delayed. No building permit may be issued within 30 days of issuing a shoreline Substantial Development Permit or until all review proceedings initiated within those 30 days are terminated. Nothing in this permit shall be construed as excusing the applicant from compliance with any local, state, or federal statutes, ordinances or regulations applicable to the proposed substantial development.
- (6) Appeals. Any person aggrieved by the granting, denying, or rescinding of a shoreline development permit may seek review by filing a request for review with the Shorelines Hearings Board, Ecology and the Attorney General within 30 days of receipt of the final order.

(Ord. 5927 Sec. 7, 2021; Ord. 5322 Sec. 64, 2010; Ord. 5281 Sec. 1, 2009)

Section 8. Section 18.68.240 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.240: - Application for Conditional Use Permits.

- (1) The purpose of a Conditional Use Permit is to provide a system within the Shoreline Master Program which allows flexibility in the application of use regulations in a manner consistent with the policies of RCW 90.58.020. In authorizing a conditional use, special conditions may be attached to the permit by the City to prevent undesirable effects of the proposed use and/or to assure consistency of the project with the Act and the local Shoreline Master Program.

- (2) Uses which are classified or set forth in this Shoreline Master Program as conditional uses and unlisted uses may be authorized, provided, that the applicant demonstrates all of the following:
 - (a) That the proposed use is consistent with the policies of RCW 90.58.020 and the Shoreline Master Program;
 - (b) That the proposed use shall not interfere with the normal public use of public shorelines;
 - (c) That the proposed use of the site and design of the project is compatible with other authorized uses within the area and with uses planned for the area under the Comprehensive Plan and Shoreline Master Program;
 - (d) That the proposed use shall cause no significant adverse effects to the shoreline environment in which it is to be located; and
 - (e) That the public interest suffers no substantial detrimental effect.
- (3) In the granting of all Conditional Use Permits, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example, if Conditional Use Permits were granted for other developments in the area where similar circumstances exist, the total of the conditional uses shall also remain consistent with the policies of RCW 90.58.020 and shall not produce substantial adverse effects to the shoreline environment.
- (4) Other uses which are not classified or set forth in this Shoreline Master Program may be authorized as conditional uses, provided, the applicant can demonstrate consistency with the requirements of this section and the requirements for conditional uses contained in the Shoreline Master Program.
- (5) Uses which are specifically prohibited by the Shoreline Master Program may not be authorized pursuant to either subsection (2) or (3) of this section.
- (6) Conditional Use Permits shall be processed as administrative permit applications with public notice and comment pursuant to KMC Chapter 18.42 and shall meet the approval criteria listed in this section. The Planning Official shall issue the permit and administrative appeals shall be heard by the Hearing Examiner. Non-administrative appeals are heard by the Shoreline Hearings Board.
- (7) All notification shall be in accordance with WAC 173-27-110, WAC 173-27-130 and KMC Section 4.12.090.

(Ord. 5927 Sec. 8, 2021; Ord. 5322 Sec. 65, 2010; Ord. 5281 Sec. 1, 2009)

Section 9. Section 18.68.250 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.250: - Application for Variance.

The purpose of a Variance Permit is strictly limited to granting relief from specific bulk, dimensional or performance standards set forth in this Shoreline Master Program where there are extraordinary or unique circumstances relating to the physical character or configuration of

property such that the strict implementation of the Shoreline Master Program shall impose unnecessary hardships on the applicant or thwart the policies set forth in RCW 90.58.020. Variances may be authorized, provided, the applicant can demonstrate compliance with the following:

- (1) Variance Permits shall be granted in circumstances where denial of the permit would result in a thwarting of the policy enumerated in RCW 90.58.020. In all instances the applicant must demonstrate that extraordinary or unique circumstances exist and the public interest shall suffer no substantial detrimental effect.
- (2) Variance Permits for development and/or uses that will be located landward of the ordinary high water mark, as defined in RCW 90.58.030(2)(b), and/or landward of any wetland as defined in RCW 90.58.030(2)(h), may be authorized, provided, the applicant can demonstrate all of the following:
 - (a) That the strict application of the bulk, dimensional or performance standards set forth in the applicable Shoreline Master Program precludes, or significantly interferes with, reasonable use of the property;
 - (b) That the hardship described in (a) of this subsection is specifically related to the property, and is the result of unique conditions such as irregular lot shape, size, or natural features and the application of the Shoreline Master Program, and not, for example, from deed restrictions or the applicant's own actions;
 - (c) That the design of the project is compatible with other authorized uses within the area and with uses planned for the area under the Comprehensive Plan and Shoreline Master Program and will not cause adverse impacts to the shoreline environment;
 - (d) That the variance shall not constitute a grant of special privilege not enjoyed by the other properties in the area; and
 - (e) That the variance requested is the minimum necessary to afford relief.
- (3) Variance Permits for development and/or uses that will be located waterward of the ordinary high water mark, as defined in RCW 90.58.030(2)(b), or within any wetland as defined in RCW 90.58.030 (2)(h), may be authorized, provided, the applicant can demonstrate all of the following:
 - (a) That the strict application of the bulk, dimensional or performance standards set forth in the applicable Shoreline Master Program precludes all reasonable use of the property;
 - (b) That the proposal is consistent with the criteria established under subsection (2)(b) through (e) of this section; and
 - (c) That the public rights of navigation and use of the shorelines will not be adversely affected.
- (4) In the granting of all Variance Permits, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example,

if variances were granted to other developments and/or uses in the area where similar circumstances exist, the total of the variances shall also remain consistent with the policies of RCW 90.58.020 and shall not cause substantial adverse effects to the shoreline environment.

- (5) Variances from the use regulations of the Shoreline Master Program are prohibited.
- (6) Variance Permits will be processed as administrative permit applications with public notice and comment pursuant to KMC Chapters 18.42 and 18.54, and shall meet the approval criteria listed in Section 18.68.250(2) above. The Planning Official will issue the permit and administrative appeals will be heard by the Hearing Examiner.
- (7) All notification shall be in accordance with WAC 173-27-110, WAC 173-27-130 and KMC Chapter 4.12.090.

(Ord. 5927 Sec. 9, 2021; Ord. 5322 Sec. 66, 2010; Ord. 5281 Sec. 1, 2009)

Section 10. Section 18.68.255 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.255: - Special Procedures for WSDOT Projects.

- (1) Permit review time for projects on a state highway. Pursuant to RCW 47.01.485, the Legislature established a target of 90 days review time for local governments.
- (2) Optional process allowing construction to commence twenty-one days after date of filing. Pursuant to RCW 90.58.140, Washington State Department of Transportation projects that address significant public safety risks may begin twenty-one days after the date of filing if all components of the project will achieve no net loss of shoreline ecological functions.

(Ord. 5927 Sec. 10, 2021)

Section 11. Section 18.68.280 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.280: - Shoreline Exemptions.

- (1) An exemption from a Substantial Development Permit process is not an exemption from compliance with the Act or this Shoreline Master Program, or from any other regulatory requirements. To be authorized, all uses and developments must be consistent with the policies and regulatory provisions of this Shoreline Master Program and the Act. An exemption from the requirement to obtain a substantial development permit is not an exemption from the requirement to obtain a conditional use permit or variance. The burden of proof that a development or use is exempt from the permit process is on the applicant. If any part of a proposed development is not eligible for exemption, then a substantial development permit is required for the entire proposed development project. The Planning Official may attach conditions to the approval of exempted

developments and/or uses as necessary to assure consistency of the project with the Act and this Master Program.

- (2) Exemptions shall be construed narrowly. Only those developments that meet the precise terms of one or more of the listed exemptions, found within WAC 173-27-040, may be granted exemption from the substantial development permit process. Consistent with RCW 90.58.030(3)(e) and WAC 173-27-040 (as amended), the following activities shall be considered exempt from the requirement to obtain a shoreline Substantial Development Permit:
- (a) Any development of which the total cost or fair market value, whichever is higher, does not exceed seven thousand forty seven dollars (\$7047.00), if such development does not materially interfere with the normal public use of the water or shorelines of the state. The dollar threshold established in this subsection is to be adjusted for inflation by the office of financial management every five years, beginning July 1, 2007, based upon changes in the consumer price index during that time period. For purposes of determining whether or not a permit is required, the total cost or fair market value shall be based on the value of development that is occurring on shorelines of the state as defined in RCW 90.58.030 (2)(c). The total cost or fair market value of the development shall include the fair market value of any donated, contributed or found labor, equipment or materials;
 - (b) Normal maintenance or repair of existing structures or developments, including damage by accident, fire or elements. "Normal maintenance" includes those usual acts to prevent a decline, lapse, or cessation from a lawfully established condition. "Normal repair" means to restore a development to a state comparable to its original condition, including but not limited to its size, shape, configuration, location and external appearance, within a reasonable period after decay or partial destruction, except where repair causes substantial adverse effects to shoreline resource or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration, location and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment;
 - (c) Construction of the normal protective bulkhead common to single-family residences. A "normal protective" bulkhead includes those structural and nonstructural developments installed at or near, and parallel to, the ordinary high water mark for the sole purpose of protecting an existing single-family residence and appurtenant structures from loss or damage by erosion. A normal protective bulkhead is not exempt if constructed for the purpose of creating dry land. When a vertical or near vertical wall is being constructed or reconstructed, not more than one cubic yard of fill per one foot of wall may be used as backfill. When an existing bulkhead is being repaired by construction of a vertical wall fronting the existing wall, it

shall be constructed no further waterward of the existing bulkhead than is necessary for construction of new footings. When a bulkhead has deteriorated such that an ordinary high water mark has been established by the presence and action of water landward of the bulkhead then the replacement bulkhead must be located at or near the actual ordinary high water mark. Beach nourishment and bioengineered erosion control projects may be considered a normal protective bulkhead when any structural elements are consistent with the above requirements and when the project has been approved by the department of fish and wildlife;

- (d) Emergency construction necessary to protect property from damage by the elements. An "emergency" is an unanticipated and imminent threat to public health, safety, or the environment which requires immediate action within a time too short to allow full compliance with this chapter. Emergency construction does not include development of new permanent protective structures where none previously existed. Where new protective structures are deemed by the administrator to be the appropriate means to address the emergency situation, upon abatement of the emergency situation the new structure shall be removed or any permit which would have been required, absent an emergency, pursuant to chapter 90.58 RCW, these regulations, or the local master program, obtained. All emergency construction shall be consistent with the policies of chapter 90.58 RCW and the local master program. As a general matter, flooding or other seasonal events that can be anticipated and may occur but that are not imminent are not an emergency;
- (e) Construction and practices normal or necessary for farming, irrigation, and ranching activities, including agricultural service roads and utilities on shorelands, construction of a barn or similar agricultural structure, and the construction and maintenance of irrigation structures including but not limited to head gates, pumping facilities, and irrigation channels: Provided, That a feedlot of any size, all processing plants, other activities of a commercial nature, alteration of the contour of the shorelands by leveling or filling other than that which results from normal cultivation, shall not be considered normal or necessary farming or ranching activities. A feedlot shall be an enclosure or facility used or capable of being used for feeding livestock hay, grain, silage, or other livestock feed, but shall not include land for growing crops or vegetation for livestock feeding and/or grazing, nor shall it include normal livestock wintering operations;
- (f) Construction or modification of navigational aids such as channel markers and anchor buoys;
- (g) Construction on shorelands by an owner, lessee or contract purchaser of a single-family residence for their own use or for the use of their family, which residence does not exceed a height of thirty-five feet above average grade level and which meets all requirements of the state agency or local government having jurisdiction thereof, other than requirements imposed pursuant to chapter 90.58 RCW. "Single-family residence" means a

detached dwelling designed for and occupied by one family including those structures and developments within a contiguous ownership which are a normal appurtenance. An "appurtenance" is necessarily connected to the use and enjoyment of a single-family residence and is located landward of the ordinary high water mark and the perimeter of a wetland. On a statewide basis, normal appurtenances include a garage; deck; driveway; utilities; fences; installation of a septic tank and drainfield and grading which does not exceed two hundred fifty cubic yards and which does not involve placement of fill in any wetland or waterward of the ordinary high water mark. Local circumstances may dictate additional interpretations of normal appurtenances which shall be set forth and regulated within the applicable master program. Construction authorized under this exemption shall be located landward of the ordinary high water mark;

- (h) Construction of a dock, including a community dock, designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or contract purchaser of single-family and multiple-family residences. A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities or other appurtenances. This exception applies if in fresh waters the fair market value of the dock does not exceed:
 - (i) Twenty thousand dollars for docks that are constructed to replace existing docks, are of equal or lesser square footage than the existing dock being replaced, and are located in a county, city, or town that has updated its master program consistent with the master program guidelines in chapter 173-26 WAC as adopted in 2003; or
 - (ii) Ten thousand dollars for all other docks constructed in fresh waters.However, if subsequent construction occurs within five years of completion of the prior construction, and the combined fair market value of the subsequent and prior construction exceeds the amount specified in either (h)(i) or (ii) of this subsection, the subsequent construction shall be considered a substantial development for the purpose of this chapter.
- (i) Operation, maintenance, or construction of canals, waterways, drains, reservoirs, or other facilities that now exist or are hereafter created or developed as a part of an irrigation system for the primary purpose of making use of system waters, including return flow and artificially stored groundwater from the irrigation of lands;
- (j) The marking of property lines or corners on state-owned lands, when such marking does not significantly interfere with normal public use of the surface of the water;
- (k) Operation and maintenance of any system of dikes, ditches, drains, or other facilities existing on September 8, 1975, which were created,

developed or utilized primarily as a part of an agricultural drainage or diking system;

- (l) Any project with a certification from the governor pursuant to chapter 80.50 RCW;
- (m) Site exploration and investigation activities that are prerequisite to preparation of an application for development authorization under this chapter, if:
 - (i) The activity does not interfere with the normal public use of the surface waters;
 - (ii) The activity will have no significant adverse impact on the environment including but not limited to fish, wildlife, fish or wildlife habitat, water quality, and aesthetic values;
 - (iii) The activity does not involve the installation of any structure, and upon completion of the activity the vegetation and land configuration of the site are restored to conditions existing before the activity;
 - (iv) A private entity seeking development authorization under this section first posts a performance bond or provides other evidence of financial responsibility to the local jurisdiction to ensure that the site is restored to preexisting conditions; and
 - (v) The activity is not subject to the permit requirements of RCW 90.58.550;
- (n) The process of removing or controlling aquatic noxious weeds, as defined in RCW 17.26.020, through the use of an herbicide or other treatment methods applicable to weed control that are recommended by a final environmental impact statement published by the department of agriculture or the department of ecology jointly with other state agencies under chapter 43.21C RCW;
- (o) Watershed restoration projects as defined herein. Local government shall review the projects for consistency with the shoreline master program in an expeditious manner and shall issue its decision along with any conditions within forty-five days of receiving all materials necessary to review the request for exemption from the applicant. No fee may be charged for accepting and processing requests for exemption for watershed restoration projects as used in this section. See WAC 173-27-040(2)(o) for relevant definitions, review and approval criteria.
- (p) A public or private project that is designed to improve fish or wildlife habitat or fish passage, when all of the following apply:
 - (i) The project has been approved in writing by the department of fish and wildlife;
 - (ii) The project has received hydraulic project approval by the department of fish and wildlife pursuant to chapter 77.55 RCW; and

(iii) The local government has determined that the project is substantially consistent with the local shoreline master program. The local government shall make such determination in a timely manner and provide it by letter to the project proponent.

Fish habitat enhancement projects that conform to the provisions of RCW 77.55.181 are determined to be consistent with local shoreline master programs. See WAC 173-27-040(2)(p) for relevant definitions, review and process requirements.

- (q) The external or internal retrofitting of an existing structure with the exclusive purpose of compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.) or to otherwise provide physical access to the structure by individuals with disabilities.

(Ord. 5927 Sec 11, 2021; Ord. 5281 Sec. 1, 2009)

Section 12. Section 18.68.285 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.68.285: - Developments not Required to Obtain Shoreline Permits or Local Reviews

- (1) Requirements to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other review to implement the Shoreline Management Act do not apply to the following:
- (a) Remedial Actions. Pursuant to RCW 90.58.355, any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to Chapter 70.105D RCW, or to the Department of Ecology when it conducts a remedial action under Chapter 70.105D RCW;
 - (b) Boatyard Improvements to Meet NPDES Permit Requirements. Pursuant to RCW 90.58.355, any person installing site improvements for storm water treatment in an existing boatyard facility to meet requirements of a national pollutant discharge elimination system storm water general permit;
 - (c) WSDOT Facility Maintenance and Safety Improvements. Pursuant to RCW 90.58.356, Washington State Department of Transportation projects and activities meeting the conditions of RCW 90.58.356 are not required to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other local review;
 - (d) Projects consistent with an environmental excellence program agreement pursuant to RCW 90.58.045; and
 - (e) Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to chapter 80.50 RCW.

(Ord. 5927 Sec. 12, 2021)

Section 13. Section 1.040 of Appendix A-2 Chapter 1 Critical Areas – General Provisions, be, and the same hereby is, amended to read as follows:

1.040: Relationship to Other Regulations.

- (1) These critical area regulations shall apply as an overlay to the City's subdivision and zoning code (Title 17 and 18) and other applicable regulations adopted by the City, including, but not limited to permitting processes, construction standards, building code, shorelines management program, and environmental review (SEPA) procedures. In the case of conflict among regulations, whichever provision or regulation provides the greater protection to the critical area involved shall apply
 - (a) Kennewick Code Title 4 - Administrative Procedures:
 - (i) Chapter 4.08 State Environmental Policy Act implements the State Environmental Policy Act (SEPA) and establishes procedures for public review of impacts of public and private development actions.
 - (ii) Chapter 4.12 Permit Process establishes a mechanism to enable compliance, conformity and consistency of proposed projects with respect to adopted comprehensive plans and development regulations.
 - (b) Kennewick Code Title 5.56 - Public Works Construction Standards
 - (c) Kennewick Code Title 15 - Buildings and Construction. This title provides uniform development and construction standards, primarily through adoption of the Uniform Building Codes by reference.
 - (d) Kennewick Code Title 18 - Zoning Code:
 - (i) Chapter 18.42, Land Use Permits, sets forth procedures and guidelines for review and approval of land use permits, including conditional uses (Chapter 18.42.100) and site plans (Chapter 18.42.110). Contents of the site plans include, but are not limited to, a site plan showing lot lines and dimensions, location of existing and proposed building or improvements, parking lot drainage, landscaping and fencing.
 - (ii) Chapter 18.45, Planned Development Permit, provides a set of flexible standards for development of large parcels of property, provided that the deviation better accommodates the physical conditions of the property.
 - (e) Kennewick Code Title 18.68 - Shoreline Management. Sets forth policy and requirements for protecting and regulating activities within 200 feet of the Ordinary High Water Mark for the City of Kennewick shorelines. The following exceptions to the applicability of this Title in Shoreline Jurisdiction shall apply:

- (i) If provisions of this Title and other parts of the master program conflict, the provisions most protective of the ecological resource shall apply, as determined by the City.
- (ii) Provisions of this Title that are not consistent with the Shoreline Management Act Chapter, 90.85 RCW, and supporting Washington Administrative Code chapters shall not apply in Shoreline jurisdiction.
- (iii) The provisions of this Title do not extend Shoreline Jurisdiction beyond the limits specified in this SMP.
- (f) State of Washington Department of Ecology - Inspection Procedures for Underground Storage Tanks. This manual sets forth procedures for inspection, installation, monitoring, closure, and site remediation methods for underground storage tanks.
- (2) These critical area regulations shall apply concurrently with review conducted under the State Environmental Policy Act (SEPA), as locally adopted.
- (3) Compliance with the provisions of this Title does not constitute compliance with other federal, state, and local regulations and permit requirements that may be required (for example, Shoreline Substantial Development Permits, Hydraulic Project Approvals permits, Army Corps of Engineers Section 404 permits, National Pollutant Discharge Elimination System permits). The applicant is responsible for complying with these requirements, apart from the process established in this Title. Where applicable, the Planning Director will encourage use of information such as permit applications to other agencies or special studies prepared in response to other regulatory requirements to support required documentation submitted for critical areas review. The City's Shoreline Management Program (KMC 18.68) regulates all activities within the 200 feet of the Columbia River.

(Ord. 5927 Sec. 13, 2021)

Section 14. Section 1.120 of Appendix A-2 Chapter 1 Critical Areas – General Provisions, be, and the same hereby is, amended to read as follows:

1.120: Exception—Reasonable Use.

This provision does not apply in shoreline jurisdiction. A shoreline variance permit is required. See 18.68.250.

(Ord. 5927 Sec. 14, 2021; Ord. 5206 Sec. 1, 2007)

Section 15. Section 2.010(2) of Appendix A-2 Chapter 2 Critical Areas – Wetlands, be, and the same hereby is, amended to read as follows:

2.010: Designation, Rating and Mapping Wetlands.

- (2) Wetland Ratings. Wetland Types I—IV shall be rated according to the Department of Ecology’s Washington State Wetland Rating System for Eastern Washington (Ecology 2014, as amended). This document contains definitions and methods for determining if specific criteria are met by a particular wetland. The City of Kennewick contains few wetland areas and most of these have been subject to disturbance in the past. The City has evaluated the most significant wetland areas that are known within the City Limits and its urban growth boundary under the Ecology Rating System. These include: the wetlands associated with Elliot Lake, Zintel Canyon drainage way, wetlands around 36th and Olympia, and 27th and Washington; and wetlands within Columbia Park and the Columbia River shoreline zone, including Duffy's Pond near Clover Island. These wetlands all classify as Category III Wetlands. This effort leads the City to believe that any additional wetlands that may occur within the City limits will rank as Category III Wetlands or as Category IV wetlands and that it is unlikely that higher quality wetlands occur in the City of Kennewick. Provisions have been provided for Category I and II wetlands, should there be a future determination these exist in Kennewick.

The Washington State Wetland Rating System for Eastern Washington (Ecology 2014) defines Category III wetlands as those wetlands that are: 1) vernal pools that are isolated, and 2) wetlands with a moderate level of functions (scores between 30 and 50 points); and Category IV wetlands are considered to be wetlands that have the lowest level of functions (scores less than 30 points) and are often heavily disturbed.

(Ord. 5927 Sec. 15, 2021)

Section 16. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of September, 2021, and signed in authentication of its passage this 21st day of September, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5927 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 22nd day of September, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

2021 Shoreline Master Program Update

City Council, April 13, 2021



Overview

- ▶ Shoreline master programs - update every 8 years
- ▶ Kennewick update due June 30, 2021
- ▶ Only basic amendments to keep current with changes in state law



Shoreline Master Program Overview

- ▶ Shoreline Management Act (SMA) - 1971
 - ▶ Irreversible damage caused by piecemeal development
 - ▶ Master Plan to regulate state's shorelines
 - ▶ Regulates new development, land modification and shoreline use
 - ▶ Rivers, lakes over 20 acres, marine waterfronts

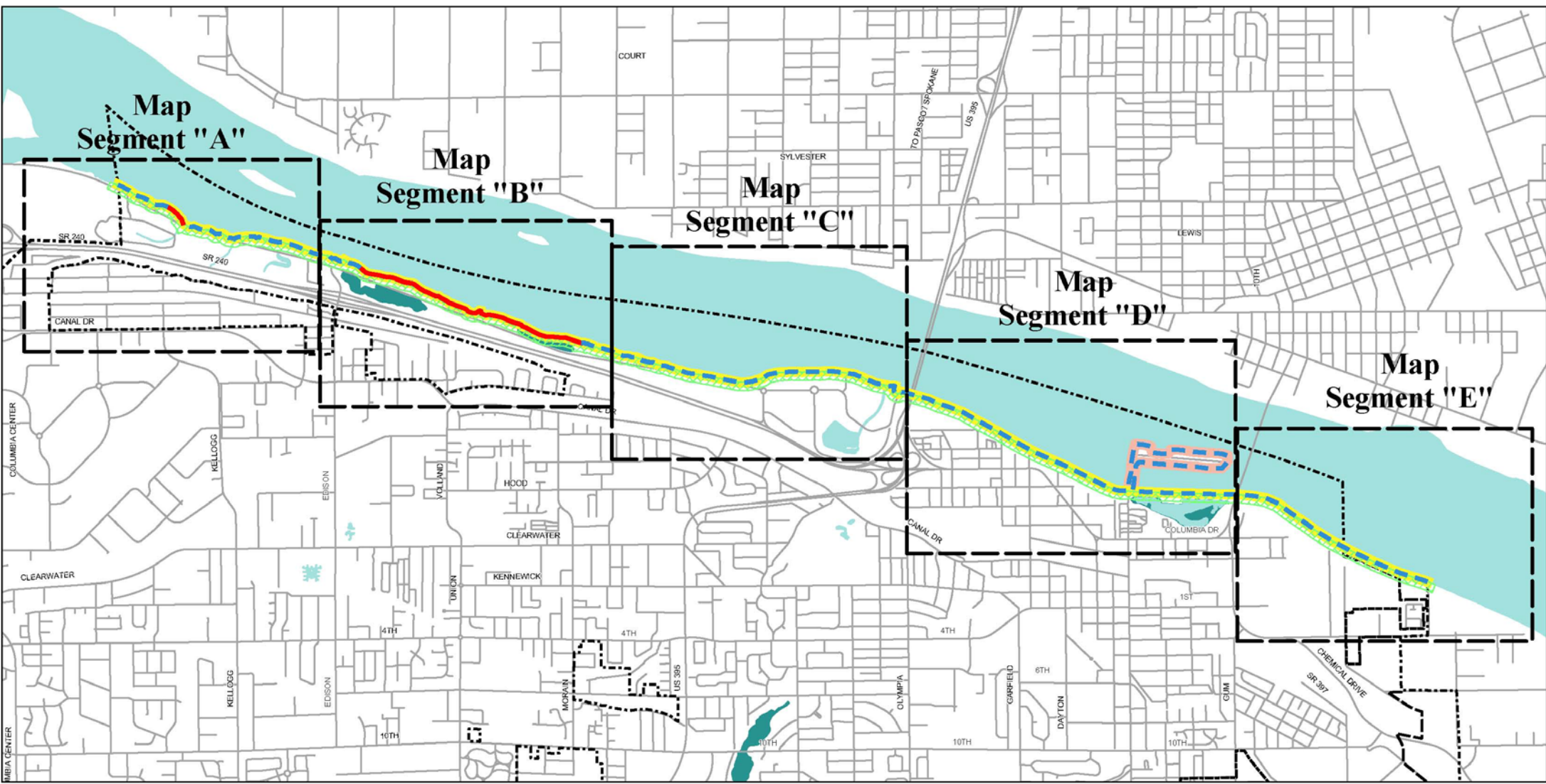
Shoreline Master Program Overview

▶ SMA Core Principles

- ▶ Shoreline uses - What type of uses will be allowed along local shoreline areas and how will they develop?
- ▶ Shoreline environmental protection - How will the critical functions of the shoreline environment be protected, preserved, and restored?
- ▶ Shoreline public access - How will the public be provided the opportunity to see, touch, feel and experience the shoreline areas?

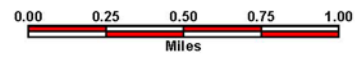
Kennewick Shoreline Overview

- ▶ Kennewick Shoreline
 - ▶ Columbia River in Kennewick
 - ▶ All land within 200 feet
 - ▶ Associated wetlands
- ▶ Intermittent water bodies regulated by Critical Areas Ordinance (CAO) only



**City of Kennewick
Shoreline Management
Program
2007**

- City Limits/UGA Boundary
- Shoreline Management Area
- Wetlands
- Shore Protected (Armored) 50' buffer with Stormwater Treatment
- Shore Unprotected (Unarmored) 75' buffer
- Urban Conservancy
- High Intensity





Update Process

- ▶ Ecology Periodic Review Checklist
- ▶ Seek comment from the public
 - ▶ Notification to public agencies, media outlets
 - ▶ Virtual Open House (12/21/20)
 - ▶ Dedicated website - General info, draft updates, commenting
- ▶ Complete Draft SMP Text amendments (1/11/21)
- ▶ Send SMP amendments to Dept. of Commerce and Dept. of Ecology with 60-day notice of intent to adopt (3/2/21)
- ▶ Issue SEPA Threshold Determination (1/13/21)

Adoption Process

- ▶ Issue 30-day Joint Public Comment Notice (4/7/21-5/6/21)
- ▶ Planning Commission Public Hearing (4/19/21)
- ▶ Finalize SMP text amendments (5/7/21)
- ▶ Submit Application for Initial Determination from Ecology
- ▶ City Council Meeting
- ▶ Submit Application for Final Determination from Ecology
- ▶ Final Ecology Approval and SMP adoption

Overview of Updates

- ▶ Cost thresholds for building freshwater docks (2019)
 - ▶ Update to reference RCW
- ▶ Cost threshold for substantial development (2017)
 - ▶ Update to reference RCW
- ▶ Definition of Development (2017)
 - ▶ Update definition
- ▶ Exceptions to local review (2017)
 - ▶ New section (KMC 18.68.285)

Overview of Updates

- ▶ Permit filing procedures (2017)
 - ▶ Update for compliance
- ▶ Nonconforming uses and development (2017)
 - ▶ Update for clarity
- ▶ Americans with Disabilities Act compliance (2016)
 - ▶ Updated for compliance
- ▶ 90-day review of WSDOT projects (2015)
 - ▶ New section (KMC 18.68.255)

Overview of Updates

- ▶ Wetland delineation requirements (2011)
 - ▶ Updated to comply
- ▶ Shoreline restoration in UGA & Ordinary High Water Mark (2009)
 - ▶ Updated to comply
- ▶ Floodway definition (2007)
 - ▶ Updated definition to reference FEMA FIRM maps

Questions



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

FILE No: ZOA 21-06/AMD-2021-01141

Public Hearing Date: April 19, 2021

Proposal: Shoreline Master Program Periodic Update

Applicant: City of Kennewick, Community Planning Department

Staff Contact: Anthony Muai, Planning Manager

Exhibits:

1. Staff Report
2. Proposed amendment to KMC Chapter 18.68 – Shoreline Management
3. Proposed amendment to Appendix A-2 – Critical Areas Regulations
4. Proposed amendment to Appendix A-7 – KMC 18.66 – Flood Damage Prevention
5. Proposed amendment to Appendix A-8 – KMC 18.72 – Clearing and Grading
6. Proposed amendment to Appendix A-9 – KMC 18.24 – Signs
7. Proposed amendment to Appendix A-10 – KMC 4.08 – State Environmental Policy Act
8. Proposed amendment to Appendix A-11 – KMC 4.12 – Permit Process
9. Environmental Determination of Non-significance ED 19-25

Background:

State law requires agencies to periodically review and update their local Shoreline Master Program (SMP) regulations and plans. The City of Kennewick initiated this process in 2020 to be completed in 2021, as mandated by state law for all jurisdictions in Benton County. To assist jurisdictions in this process, the Washington State Department of Ecology maintains a list of changes made by the legislature that affect the Shoreline Management Act (SMA) so that local jurisdictions can easily identify local regulations that need to be updated to be consistent with the SMA. For the 2021 update, only changes needed to comply with changes to State Statutes are being proposed.

Overview of Updates to KMC 18.68 – Shoreline Management:

All updates fall under two categories: 1) changes to comply with changed legislation, and 2) changes proposed by state agencies for clarity. Below is a brief overview of the proposed changes by category.

Changes to comply with legislation

- Cost thresholds for building freshwater docks (2019)
 - Update to reference RCW
- Cost threshold for substantial development (2017)
 - Update to reference RCW
- Definition of Development (2017)

- Update definition
- Exceptions to local review (2017)
 - New section (KMC 18.68.285)
- Permit filing procedures (2017)
 - Update for compliance
- Nonconforming uses and development (2017)
 - Update for clarity
- Americans with Disabilities Act compliance (2016)
 - Updated for compliance
- 90-day review of WSDOT projects (2015)
 - New section (KMC 18.68.255)
- Wetland delineation requirements (2011)
 - Updated to comply
- Shoreline restoration in UGA & Ordinary High Water Mark (2009)
 - Updated to comply
- Floodway definition (2007)
 - Updated definition to reference FEMA FIRM maps

Changes proposed by state agencies for clarity

- Definition of “Archaeological and Historic resources” added
- Definition of “Channel Migration Zone” added
- Addition of “flood plains” to definition of “Fill or Landfill”
- Definition of “Fish and Wildlife Habitat Conservation Area (FWHCA)” added
- Definition of “Hydraulic Project Approval (HPA)” added
- Definition of “Riparian” added
- Definition of “Riparian Management Zone (RMZ)” added
- Definition of “Site Potential Tree Height” added
- Wording related to wildlife added to Conservation Element goal
- Wording added to clarify when permits from Department of Archaeology and Historical Preservation are required
- Wording added to clarify that flood information additional to FEMA data may be used
- Wording related to wildlife habitat and preservation of dead trees for habitat purposes added to vegetation conservation, restoration and enhancement
- Wording added to clarify preferred method of shoreline stabilization
- Wording added to clarify the use of natural, in-stream features
- Wording added to clarify how aquatic noxious weeds are controlled

Overview of changes to critical areas regulations

- KMC 18.59: Critical Areas – Wetlands
 - Wording added to reference the most current Ecology publication for rating wetlands in Eastern Washington

Explanation of changes to Appendices

There are several appendices that have amendments proposed to them. All of them are existing chapters in the Kennewick Municipal Code (KMC). Because they are adopted as appendices, they need to be updated to the most current edition of the code. There are no new changes proposed to these sections on the KMC, with the exception of the proposed amendment identified above in KMC 18.59: Critical Areas – Wetlands. Chapters 4.08, 4.12, 18.24, 18.66, and 18.72 are being replaced with the current editions of those chapters in the KMC. Kennewick has chosen to include these chapters as appendices, rather than adopt them by reference because doing so

would require amendments to them to go through the Shoreline Master Program update process to change them. Including the entire chapter as an appendix allows the City to amend those chapters as needed without going through the SMP update process.

Analysis

The proposed amendments will bring Kennewick's Shoreline Master Program into conformance with state law. The proposed amendments provide clarity to existing regulations and describe best practices without providing new mandates. There are no drastic changes in policy, process or regulations associated with the proposed amendments.

Regulatory Controls and Policies

- KMC Chapter 4.08: State Environmental Policy Act
- KMC Chapter 4.12: Permit Process
- KMC Chapter 18.68: Shoreline Management
- Kennewick Comprehensive Plan
- RCW 90.58: Shoreline Management Act of 1971
- WAC 173-26: State Master Program Approval/Amendment Procedures and Master Program Guidelines

Findings of Fact:

1. The applicant is City of Kennewick Community Planning Department.
2. An open house hosted by the Planning Commission was held on Monday December 21, 2020.
3. The City fulfilled the State Environmental Policy Act requirements by issuing a Determination of Non-significance (DNS) on January 13, 2021.
4. Notice of the proposed code revision was sent to the Washington State Department of Commerce on March 2, 2021, consistent with the requirements of RCW 36.70A.106.
5. A Planning Commission workshop was held to go over the proposed amendments on March 15, 2021.
6. The City of Kennewick and Washington State Department of Ecology initiated a 30-day joint public comment period on April 7, 2021 to gather comments from the public, state agencies, tribal governments and other interested entities.
7. The proposal will amend KMC 18.68: Shoreline Management.
8. The proposal will amend KMC 18.59: Critical Areas – Wetlands.

Conclusions of Law:

1. The proposed amendments will promote the public health, safety, and general welfare by providing consistency between state and local regulations intended to protect, enhance and preserve shorelines of statewide significance for the use and enjoyment of people and wildlife.
2. The proposed amendments do not conflict with the goals and policies of the Comprehensive Plan.
3. The proposed amendments are consistent with the Washington State Shoreline Management Act.

Staff Recommendation:

Staff recommends that the Planning Commission forward a recommendation of APPROVAL to

City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in the staff and recommend approval of ZOA 21-01 Shoreline Master Program Update to the City Council.

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To view the Shoreline Master Program Appendices use the following link:
<https://www.go2kennewick.com/DocumentCenter/View/215/1868-Shoreline-Master-Program-Appendices>

PART I: - POLICY

18.68.005: - Introduction.

- (1) The City of Kennewick Shoreline Master Program intends to implement the requirements of the Washington State Shoreline Management Act (SMA) (Revised Code of Washington (RCW) 90.58). The SMA was enacted in 1971 to provide for the management and protection of shorelines of the State by regulating development in the shoreline area. The goal of the SMA is "to prevent the inherent harm in an uncoordinated and piecemeal development of the State's shorelines." The SMA requires cities and counties to adopt a Shoreline Master Program under rules established by the Washington Department of Ecology (Ecology) to regulate shoreline development and accommodate "all reasonable and appropriate uses" consistent with "protection against adverse effects to the public health, the land and its vegetation and wildlife, and the waters of the State and their aquatic life... and public rights of navigation." The City of Kennewick adopted its Shoreline Master Program in 1974. Ecology adopted the 2003 Shoreline Management Act Guidelines (Chapter 173-26 Washington Administrative Code (WAC)) (Guidelines) which require local government review and updates of Shoreline Master Programs.
- (2) The purpose of the Kennewick Shoreline Master Program is to be consistent with the SMA and corresponding guidelines, coordinate with the State Growth Management Act, protect, restore and enhance the City's environmental resources, offer public access and enjoyment of shorelines, and promote the public health, safety, and general welfare by providing guidelines and regulations for the future development of the City's shoreline resources.
- (3) The updated version of the Kennewick Shoreline Master Program provides goals, policies and regulations for the development of shorelines of Kennewick and acts as a regulatory tool for shoreline developments. The Kennewick Shoreline Master Program incorporates by reference the Shoreline Inventory and Assessment Report (2005), City of Kennewick Shoreline Restoration Plan (May 2009), and the City of Kennewick Shoreline Cumulative Impact Assessment Report (May 2009). Appendices such as the Kennewick Shoreline Critical Area Regulations (Appendix A-2) and the Clover Island High Intensity Special Area Plan Standards (Appendix A-6), along with all other appendices are also included in the Kennewick Shoreline Master Program.

(Ord. 5281 Sec. 1, 2009)

18.68.010: - Findings.

- (1) Protection of private property rights consistent with the public interest associated with the shorelines of the State requires that local, state and federal governments concerted use, protect, restore, enhance and preserve the shorelines as one of the State's most valuable and fragile natural resources.

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- (2) By enacting RCW 90.58 the legislature has established a method for accomplishing these purposes. Meeting these purposes is made more straightforward for the City of Kennewick Shoreline Master Program as nearly all the lands in the shoreline management area are publicly owned by the City, the U.S. Army Corps of Engineers or the Port of Kennewick.
- (3) This Chapter is intended to implement the provisions of Chapter 90.58 RCW and the implementation guidance provided in Chapters 173-26 and 173-27 WAC.

(Ord. 5281 Sec. 1, 2009)

18.68.020: - Statement of Applicability.

- (1) All proposed uses and development occurring within shoreline jurisdiction of the City of Kennewick must conform to Chapter 90.58 RCW, the Shoreline Management Act, and this Shoreline Master Program.
- (2) Compliance with the provisions of this Chapter does not constitute compliance with other federal, state, and local regulations and permit requirements that may be applicable. The applicant is responsible for complying with all applicable requirements, apart from the process established in this Chapter. Where appropriate, the Planning Official will encourage use of information such as permit applications to other agencies or special studies prepared in response to other regulatory requirements to support required documentation submitted for review under this Chapter.

(Ord. 5281 Sec. 1, 2009)

18.68.030: - Severability.

If any clause, sentence, paragraph, section, or part of this Chapter or the application thereof to any person or circumstances shall be judged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered. The decision shall not affect or invalidate the remainder of any part thereof and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

(Ord. 5281 Sec. 1, 2009)

18.68.040: - Definitions.

As used in this Chapter, unless the context otherwise requires, the following definitions and concepts apply:

- (1) *Applicant* means a person who files an application for permit under this Chapter and who is the owner of the land on which the proposed activity would be located, a contract purchaser, or the authorized agent of such a person.
- (2) [Archaeological and Historic Resources means an archaeological object, archaeological site or a historic archaeological resource as defined below:](#)

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(a) Archaeological Object means an object that comprises the physical evidence of an indigenous and subsequent culture, including material remains of past human life, including monuments, symbols, tools, facilities, and technological by-products; or

(c) Archaeological Site means a geographic locality in Washington, including but not limited to, submerged and submersible lands and the bed of the sea within the state's jurisdiction, that contains archaeological objects; or

(b) Historic Archaeological Resources means those properties which are listed in or eligible for listing in the Washington state register of historic places (RCW 27.34.220) or the national register of historic places as defined in the national historic preservation act of 1966 (Title 1, Sec. 101, Public Law 89-665; 80 Stat. 915; 16 U.S.C. Sec. 470) as now or hereafter amended.

Commented [AM1]: Response to DAHP comments

(3) Average Grade Level means the average of the natural or existing topography of the portion of the lot, parcel, or tract of real property which will be directly under the proposed building or structure. In the case of structures to be built over water, average grade level shall be the elevation of the ordinary high water mark. Calculation of the average grade level shall be made by averaging the ground elevations at the midpoint of all exterior walls of the proposed building or structure.

(4) Best Management Practices or BMPs means conservation practices or systems of practices and management measures that:

- (a) Control soil loss and reduce water quality degradation caused by high concentrations of nutrients, animal waste, toxics, and sediment;
- (b) Minimize adverse impacts to surface water and ground water flow and their circulation patterns, and to the chemical, physical, and biological characteristics of wetlands;
- (c) Protect trees and vegetation designated to be retained during and following site construction; and
- (d) Provide standards for proper use of chemical herbicides.

(5) Boating Facilities includes: Marinas, both backshore and foreshore, dry storage and wet-moorage types; boat launch ramps; covered moorage; boat houses; mooring buoys; and marine travel lifts, but excludes docks serving four or fewer single-family residences (see definition of "Private Docks").

(6) Channel Migration Zone (CMZ) means the area within which a river channel is likely to migrate and occupy over a specified time period (e.g., 100 years).

Commented [AM2]: Response to WDFW comment

(5) Commercial or Commercial Development means those facilities involved in a wholesale or retail business or service. They range from office buildings, hotels, motels, grocery markets, shopping centers, restaurants, gift shops and private or public indoor recreation facilities. Excluded from this category are residential or agriculture, and industry.

(6) Critical Area means any area classified in RCW 36.70A and in Appendix A-2 as ecologically sensitive or hazardous areas, including, but not limited to: Wetlands, critical aquifer recharge areas, frequently flooded areas, geologically hazardous areas, and fish and wildlife habitat conservation areas. Fish and wildlife habitat conservation areas" do 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. Natural

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watercourses such as streams and rivers that carry irrigation water are not considered to be an artificial feature.

Commented [AM3]: Response to WDFW comment

(79) *Development* means any activity consisting of construction or exterior alteration of structures, earth movement, dredging, drilling, dumping, filling, excavation, driving of piles, bulk heading, placing of obstructions, clearing of vegetation, or construction of anything which interferes with the normal public use of the surface of the waters overlying lands subject to this Chapter. Development does not include the following activities:

- (a) Interior building improvements;
- (b) Exterior structure maintenance activities, including painting and roofing as long as it does not expand the existing footprint of the structure;
- (c) Routine landscape maintenance of established, ornamental landscaping, such as lawn mowing, pruning and weeding; ~~and~~
- (d) Maintenance of the following existing facilities that does not expand the affected area: septic tanks (routine cleaning); wells; and individual utility service connections

(e) Dismantling or removing any structures if there is no other associated development or re-development.

Commented [AM4]: Checklist - 2017 b.

(810) *Ecological Functions or Shoreline Functions* means the work performed or role played by the physical, chemical, and biological processes that contribute to the maintenance of the aquatic and terrestrial environments that constitute the shoreline's natural ecosystem.

(911) *Ecological Restoration* means the reestablishment or upgrading of impaired ecological shoreline processes or functions. This may be accomplished through measures including, but not limited to, revegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions [WAC 173-26-020(27)].

(1012) *Ecosystem-Wide Processes* means the suite of naturally occurring physical and geologic processes of erosion, transport, and deposition; and specific chemical processes that shape landforms within a specific shoreline ecosystem and determine both the types of habitat and the associated ecological functions.

(1113) *Feasible* means that an action, such as a development project, mitigation, or preservation requirement, meets all of the following conditions:

- (a) The action can be accomplished with technologies and methods that have been used in the past in similar circumstances, or studies or tests have demonstrated in similar circumstances that such approaches are currently available and likely to achieve the intended results;
- (b) The action provides a reasonable likelihood of achieving its intended purpose; and
- (c) The action does not physically preclude achieving the project's intended legal use.

In cases where this Chapter requires certain actions unless they are infeasible, the burden of proving infeasibility is on the applicant.

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~~(14)~~ **14** *Fill or Landfill* means the addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the ordinary high water mark, in wetlands, [in floodplains](#) or on shorelands in a manner that raises the elevation [of a waterbody or floodplain](#) or creates dry land.

Commented [AM5]: Response to WDFW comment

(15) *Fish and Wildlife Habitat Conservation Area (FWHCA)* means a type of critical area that serves to sustain 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. These areas do 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. Natural watercourses such as streams and rivers that carry irrigation water are not considered to be an artificial feature.

Commented [AM6]: Response to WDFW comment

~~(13)~~ **16** *Habitat Enhancement* means actions performed within an existing shoreline, critical area or buffer to intentionally increase or augment one or more ecological functions or values. Actions include, but are not limited to, increasing aquatic and riparian plant diversity or cover, increasing structural complexity, installing environmentally compatible erosion controls, or removing non-indigenous plant or animal species.

~~(14)~~ **17** *Height* is measured from average grade level to the highest point of a structure: Provided, that television antennas, chimneys, and similar appurtenances shall not be used in calculating height, except where such appurtenances obstruct the view of the shoreline of a substantial number of residences on areas adjoining such shorelines; provided further, that temporary construction equipment is excluded in this calculation.

(18) *Hydraulic Project Approval (HPA)* means a construction permit issued by the Washington Department of Fish and Wildlife for work that will use, divert, obstruct, or change the natural flow or bed of any of the salt or fresh waters of the state.

Commented [AM7]: Response to WDFW comment

~~(15)~~ **19** *Industrial Use or Industrial Development* means any activity that is involved in the production, processing, manufacturing, fabrication, or assembling of goods and materials, including the storage of material used in the industrial process, including warehousing, wash-down facilities, blacksmithing, welding, wholesale bakery, recycling facilities and distribution centers (KMC 18.09.1010). Industrial Uses or Developments include the following categories:

- (a) Water-dependent (e.g., container shipping by water);
- (b) Water-related (e.g., boat transfer areas for boat repair); and
- (c) Non-water-oriented (Manufacturing facility).

~~(16)~~ **20** *Joint Use Community Recreational Facilities* is defined as a use that could be for either public or private group use, including use by a private club. The private group could restrict access to community recreational facilities to group members only.

~~(17)~~ **21** *Marina* is a facility that provides launching, storage, supplies, moorage, and other accessory services for four or more pleasure and/or commercial water craft.

~~(18)~~ **22** *Mitigation or Mitigate* means to avoid, minimize, or compensate for adverse impacts of development to shorelines. Mitigation actions, in order of preference, include:

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- (a) Avoiding the impact altogether by not taking a certain action or parts of an action;
- (b) Minimizing impacts by limiting the degree of magnitude of the action and its implementation by using appropriate technology or by taking affirmative steps to avoid or reduce impacts such as project redesign, relocation, or timing;
- (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;
- (e) Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and
- (f) Monitoring the impact and the compensation projects and taking appropriate corrective measures.

In determining appropriate mitigation measures applicable to shoreline development, lower priority measures shall be applied only where higher priority measures are determined to be infeasible or inapplicable.

~~(1923)~~ *Mixed-Use or Mixed-Use Development* means a combination of uses within the same building or site as a part of an integrated development project with functional interrelationships and coherent physical design. Mixed-use developments, which incorporate non-water-oriented uses, must include water dependent use(s), and provide significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration, except for commercial uses whose site is physically separated from the shoreline by another property or public right-of-way, or if the site's navigability is severely limited, the non-water-oriented commercial use shall provide a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration. Finally, Mixed-Use Developments should reduce use conflicts by first giving preference to water dependent uses, then to water-related uses and water enjoyment uses, lastly to non-water-oriented. The City has determined the Clover Island High Intensity Special Area Plan with associated standards meets this definition.

~~(2024)~~ *Non-Water-Oriented Uses* are those uses that are not water-dependent, water-related, or for water-enjoyment.

~~(2125)~~ *Ordinary High Water Mark* means the point on all water bodies that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation as that condition exists on June 1, 1971, as it may naturally change thereafter, or as it may change thereafter in accordance with permits issued by the City or state or federal agencies: provided that in any area where the ordinary high water mark cannot be found, the ordinary high water adjoining fresh water shall be the line of mean high water.

~~(2226)~~ *Person* means an individual, partnership, corporation, association, organization, cooperative, public municipal corporation, or district, or agency of the state or local governmental unit however designated.

~~(2327)~~ *Planning Official* means the City Official for the City of Kennewick Planning Department or other City staff granted the authority to act on behalf of the Planning Official.

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~~(2428)~~ *Private Docks* means docks serving four or less residential units. It does not include docks that serve semi-private facilities such as a yacht club or other private membership organization, these types of docks fall under the definition of "boating facilities."

~~(2529)~~ *Public Access* means the ability of the general public to reach, touch, and enjoy the water's edge, to travel on the waters of the State, and to view the water and the shoreline from adjacent locations.

~~(2630)~~ *Recreational Uses* includes the following three categories:

- (a) Water-dependent (e.g., boating facilities, fishing pier, swim rafts) (see also definition of "Recreation Facilities" and "Water-dependent" below);
- (b) Water-enjoyment, (e.g. paths leading to the dock, parks, shoreline educationally themed are water enjoyment) (see also definition of "Recreation Facilities" and "Water-enjoyment" below); and
- (c) Non-water-oriented. Non-water-oriented recreational uses are further divided into three subcategories based on their relative impact to the shoreline environment (see also "Water-related" and "Non-water-oriented" definitions below):
 - (i) High Intensity recreational uses require substantial development/land modification or large areas of fertilized lawn. Such uses may include but are not limited to camp grounds, sport courts (e.g., tennis/ basketball), golf courses, sport fields (e.g., ball park), aquatic centers, or skateboard parks;
 - (ii) Moderate Intensity recreational uses are typified by formal parks for passive recreation requiring some modification of natural conditions, limited paving and often including accessory structures (e.g., picnic shelters, restrooms, viewing galleries, gazebos, and playground equipment; and
 - (iii) Low Intensity recreational uses are passive in nature (e.g., walking, photography, wildlife viewing) and require very minimal alteration of natural conditions. Such uses/modifications may include, but are not limited to, non-motorized, non-impervious surface trails, vista points, wildlife viewing areas, picnic tables, and benches.

~~(2731)~~ *Recreation Facilities* are facilities such as parks, trails and pathways, campgrounds, and swim rafts that provide a means for relaxation, play, or amusement.

~~(2832)~~ *Restoration or Restore* means the reestablishment or upgrading of impaired ecological shoreline processes or functions. This may be accomplished through measures including, but not limited to, re-vegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions.

(33) Riparian means the area alongside a waterbody: stream, river, lake, pond, bay, sea, and ocean. Riparian areas are sometimes referred to by different names: riparian ecosystems, riparian habitats, riparian corridors, or riparian zones.

(34) Riparian Management Zone (RMZ) means a delineable area defined in a land use regulation; often synonymous with riparian buffer. The RMZ is the area that has the potential to provide full riparian functions. In many forested regions of the state this area occurs within one 200-year site-potential tree height measured from the edge of the stream channel. In situations where a channel migration zone is present, this occurs within one site-potential tree height measured from the edges of the channel

Commented [AM8]: Response to WDFW comment

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migration zone. In non-forest zones the RMZ is defined by the greater of the outermost point of the riparian vegetative community or the pollution removal function, at 100-feet.

Commented [AM9]: Response to WDFW comment

- (~~29~~35) *Shall* means a mandate; the action must be done.
- (~~30~~36) *Should* means that the particular action is required unless there is a demonstrated, compelling reason, based on policy of the Shoreline Management Act and this Chapter, against taking the action.
- (~~31~~37) *Shorelands or Shoreland Areas* means: Those lands extending landward for 200 feet in all directions as measured on a horizontal plane from the ordinary high water mark; floodways and contiguous floodplain areas landward 200 feet from such floodways; and all wetlands and river deltas associated with the streams, lakes, and tidal waters which are subject to the provisions of the Shoreline Management Act and this Chapter; the same to be designated as to location by Ecology.
- (~~32~~38) *Shoreline Master Program* means the comprehensive shoreline plan for the City and associated land use regulations together with maps, diagrams, charts or other descriptive material and text, developed in accord with RCW 90.58.020.
- (~~33~~39) *Shoreline Stabilization—Replacement* means the construction of a new structure to perform a shoreline stabilization function of an existing structure which can no longer adequately serve its purpose. Additions to or increases in size of existing shoreline stabilization measures shall be considered new structures.
- (~~34~~40) *Shorelines* means all of the water areas of the State, including reservoirs, and their associated wetlands, together with the lands underlying them, except:
- Shorelines of state-wide significance (see definition below);
 - Shorelines on segments of streams upstream of a point where the mean annual flow is 20 cubic feet per second or less and the wetlands associated with such upstream segments; and
 - Shorelines on lakes less than 20 acres in size and wetlands associated with such small lakes.
- (~~35~~41) *Shorelines of State-Wide Significance* means those shorelines of the State defined in RCW 90.58.030(2)(e) including:
- Those lakes, whether natural, artificial or a combination thereof, with a surface acreage of 1,000 acres or more measured at the ordinary high water mark;
 - Those natural rivers or segments located east of the crest of the Cascade Range downstream of a point where the annual flow is measured at 200 cubic feet per second or more, or those portions of rivers east of the crest of the Cascade Range downstream from the first 300 square miles of drainage area, whichever is longer; and
 - Those shorelands associated with (a) and (b) of this subsection.
- (~~36~~42) *Shorelines of the State* are the total of all "shorelines" and "shorelines of state-wide significance" within the State.
- (~~37~~43) *Shoreline Modification* means those actions that modify the physical configuration or qualities of the shoreline area, usually through the construction of a physical element such as a levee, breakwater, pier, weir, dredged basin, fill, bulkhead, or other shoreline structure. They can include other actions, such as clearing, grading, or application of chemicals.

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~~(3844)~~ *Shoreline Stabilization Replacement* means the construction of a new structure to perform a shoreline stabilization function of an existing structure which can no longer adequately serve its purpose. Additions to, or increases in, size of existing shoreline stabilization measures shall be considered new structures.

~~(45)~~ *Site-Potential Tree Height* means the average maximum height of the tallest dominant trees for a given age and site class.

~~(3946)~~ *Structure* means that which is built or constructed. A structure is an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires an approval (KMC 18.09.2040).

~~(4047)~~ *Substantial Development* means any development of which the total cost or fair market value exceeds ~~\$5,718.00~~ the defined amount per ~~per~~ contained in RCW 90.58.030(3)(e), or any development which materially interferes with the normal public use of the water or shorelines of the State. Under current law, the dollar threshold will be recalculated every five years by the Office of Financial Management (OFM). OFM will post updated dollar thresholds in the Washington State Register. The Legislature can change the dollar threshold at any time.

~~(4448)~~ *Water-Dependent Use* means a use or a portion of a use which cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations. Examples of water-dependent uses may include, but are not limited to, boat docks, boat fueling stations, instream structures, fishing, boat launching, swimming, and water intake and outfall discharges/pipes.

~~(4249)~~ *Water-Enjoyment Use* means a recreational use or other use that facilitates public access to the shoreline as a primary characteristic of the use; or a use that provides for recreational use or aesthetic enjoyment of the shoreline for a substantial number of people as a general characteristic of the use and which through location, design, and operation ensures the public's ability to enjoy the physical and aesthetic qualities of the shoreline. In order to qualify as a water-enjoyment use, the use must be open to the general public and the shoreline-oriented space within the project must be devoted to the specific aspects of the use that fosters shoreline enjoyment (as defined in WAC 173-26-020). Water-enjoyment uses may include, but are not limited to:

- (a) Parks with activities enhanced by proximity to the water;
- (b) Trails, and other improvements that facilitate public access to shorelines of the State;
- (c) Restaurants with water views and public access improvements;
- (d) Retail establishments with water views and public access improvements;
- (e) Museums with an orientation to shoreline topics;
- (f) Scientific/ecological reserves;
- (g) Resorts with uses open to the public and that provide public access to the shoreline; and
- (h) Any combination of those uses listed above.

~~(4250)~~ *Water-Oriented Use* means a use that is water-dependent, water-related, or water-enjoyment, or a combination of such uses.

~~(4451)~~ *Water-Related Use* means a use or portion of a use which is not intrinsically dependent on a waterfront location but whose economic viability is dependent upon a waterfront location because:

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- (a) The use has a functional requirement for a waterfront location such as the arrival or shipment of materials by water or the need for large quantities of water; or
- (b) The use provides a necessary service supportive of the water-dependent uses and the proximity of the use of its customers makes its services less expensive and/or more convenient.

(Ord. 5281 Sec. 1, 2009)

18.68.050: - Special Policy Goals—Shorelines of Statewide Significance.

In recognition of the Columbia River, a Shoreline of Statewide Significance, the following Special Policy Goals listed in order of preference have been established for use in implementing the City's Shoreline Regulations. Preference shall be given to uses which:

- (1) Recognize and protect state-wide interest over local interest;
- (2) Preserve the natural character of the shoreline;
- (3) Result in long-term over short-term benefit;
- (4) Protect the resources and ecology of the shorelines;
- (5) Maintain and enhance public access to the shorelines;
- (6) Increase recreational opportunities for the public on the shorelines;
- (7) Promote and enhance public interest;
- (8) Protect public rights of navigation;
- (9) Preserve and protect culturally significant features; and
- (10) Provide, whenever feasible, all necessary accommodations to enhance the participation and enjoyment of persons with special needs.

(Ord. 5281 Sec. 1, 2009)

18.68.060: - Goals—Shoreline Development Elements.

The following goals have been developed in response to various elements of shoreline development and are provided to guide implementation of this Chapter:

- (1) Economic Development Element. Encourage economic development, with emphasis on water-oriented commercial and recreational uses in a manner that will provide for the orderly development of Clover Island and areas adjacent to the Corps of Engineer's levee in a harmonious manner which accentuates and enhances Lake Wallula.
- (2) Public Access Element. On Clover Island, improve public access to designated areas of Lake Wallula for recreational uses as indicated in the Clover Island High Intensity Special Area Plan Standards (Appendix A-6). Maintain areas along Columbia Park, the levee and Duffy's Pond by which the public can reach Lake Wallula and Duffy's Pond for fishing, viewing and other public access purposes. Maintain access to the park and levee using pedestrian and bicycle bridges.

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- (3) Recreational Element. Enhance the recreational facilities potential of the shorelines. Clover Island recreational uses should complement existing and proposed developments. Maintain and enhance recreational facilities along Columbia Park and the levee to provide diversification in recreational uses.
- (4) Circulation Element. Circulation to the levee and the Clover Island causeway should be improved for ease of access and should include adequate off-street parking facilities to serve the people who will be using area for recreational and commercial purposes. Maintain and enhance, where appropriate, circulation and access within Columbia Park.
- (5) Shoreline Use Element. Assure that the various land uses are compatible and aimed toward maximum utilization without diminishing the quality of the environment. Shorelines abutting the levee area should take advantage of the presence of Lake Wallula and should be oriented in a manner to coordinate lakefront uses and non-lakefront uses.
- (6) Conservation Element. Enhance the aesthetic characteristics and environmental functions and values of the levee, Duffy's Pond, Clover Island and Columbia Park areas and take necessary steps to conserve the natural setting of those shoreline areas which are presently in an undeveloped state [in order to protect and preserve the biodiverse habitats found in these shoreline/riparian areas for the wildlife that use them.](#)
- (7) History, Scientific and Cultural Element. Establish areas on or near the levee and Columbia Park which will have a cultural, educational, historical or scientific value and protect these areas in a proactive and substantive way.
- (8) Flood Prevention Element. Assure that, whenever feasible, steps are taken to prevent and/or minimize the risk of flood and associated flood damages to property and land uses.

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(Ord. 5281 Sec. 1, 2009)

18.68.070: - Policies—Environment Designation of Shorelines.

- (1) The City of Kennewick environment designation (ED) classification system consists of three shoreline environments. These environment designations have been established based on the findings in the Shoreline Inventory and Assessment Report of 2005. The delineation of each environment has been aimed to assure the protection of existing shoreline ecological functions. Such designations are consistent with policies for restoration of degraded shorelines, and aquatic and riparian habitat enhancement. The three shoreline environments are:
 - (a) Aquatic;
 - (b) Clover Island High Intensity; and
 - (c) Urban Conservancy.
- (2) These shoreline environments are based on those provided in the State guidelines and include designation criteria and management policies that recognize the unique characteristics of Kennewick and specific areas of the shoreline. The areas within each environment are publically owned.
- (3) The boundary of the designated shoreland areas shall be governed by the criteria set forth in RCW 90.58.030 and WAC 173-22-040 except that the City will amend the Shoreline Master Program to reflect the new designation within three years of the discovery of any discrepancy.

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- (4) All areas within shoreline jurisdiction that are not mapped and/or designated are automatically assigned an Urban Conservancy Environment Designation until the shoreline can be redesignated through the Shoreline Master Program amendment.
- (5) The following policies apply to lands falling under the respective Environment Designation:
- (a) "Aquatic" Environment.
- (i) Purpose. The purpose of the "Aquatic" environment is to protect, restore, and manage the unique characteristics and resources of the areas waterward of the ordinary high water mark.
- (ii) Management Policies.
- (A) New over-water structures are allowed only for water-dependent uses, public access, or ecological restoration. (WAC 173-26-211(5)(c)(ii)(A)).
- (B) The size of new over-water structures shall be limited to the minimum necessary to support the structure's intended use.
- (C) In order to reduce the impacts of shoreline development and increase effective use of water resources, multiple uses of over-water facilities are encouraged.
- (D) All developments and uses on navigable waters or their beds shall be located and designed to minimize interference with surface navigation, to consider impacts to public views, and to allow for the safe, unobstructed passage of fish and wildlife, particularly those species dependent on migration.
- (E) Uses that adversely impact the ecological functions of critical freshwater habitats shall not be allowed except where necessary to achieve the objectives of RCW 90.58.020, and then only when their impacts are mitigated according to the sequence described in Appendix A-2, Critical Areas, and consistent with this Shoreline Master Program and RCW 90.58, the Shoreline Management Act, as necessary to assure no net loss of ecological functions.
- (F) Shoreline uses shall be designed and managed to minimize degradation of water quality and alteration of natural hydrographic conditions.
- (iii) Designation Criteria.
- (A) The "Aquatic" environment designation is assigned to lands within the City that are located waterward of the ordinary high water mark.
- (b) "Clover Island High Intensity" Environment.
- (i) Purpose.
- (A) The purpose of the Clover Island "High Intensity" environment is to continue to provide economic development and recreation opportunities that add to the existing water dependent uses, and public access and view opportunities via a mix of high-intensity water-oriented and non-water-oriented commercial, multi-family residential, and transportation uses while providing additional public access, improved aesthetic quality, enhanced aquatic and nearshore ecological functions and maintaining view corridors consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6).

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(ii) Management Policies.

- (A) The Clover Island High Intensity Environment has been determined by the City to be a special area plan per WAC 173-26-211(5)(d)(ii)(A) and 173-26-201(3)(d)(ix). The Clover Island master plan goals, objectives and master plan elements are consistent with the goals, policies and objectives of the City's Shoreline Master Program. It is intended that the detail outlined in this Chapter (KMC 18.68) and development, enhancement and public access standards provided in Appendix A-6 will control development on Clover Island.
- (B) The Clover Island High Intensity Special Area Plan Standards and this Shoreline Master Program give priority to water-dependent uses. The City recognizes the many existing Clover Island water-dependent uses, including, but not limited to, existing marinas, boat launch, boat docks, and the fuel docking station. The Shoreline Master Program also gives priority to water-related and water-enjoyment uses, including existing and planned public viewing areas of the river and nearshore environment. Non-water-oriented uses are only allowed as part of the mixed use development, consistent with the Clover Island High Intensity Special Area Plan Standards. Non-water-oriented uses shall not conflict with existing and planned Clover Island water-oriented and water dependent uses, and must in all cases maintain and/or provide public access to the shoreline per the path/trail system and public viewing areas consistent with the Clover Island High Intensity Special Area Plan Standards, and accompanying development as it occurs.
- (C) Multi-family and multi-lot residential and recreational developments shall provide public access and may provide the joint use community recreational facilities.
- (D) Access, utilities, and public services shall be made available and sized adequately to serve existing needs and future development.
- (E) Enhancement of shoreline ecological functions shall coincide with new development. Implementation of the aquatic and nearshore habitat enhancement standards, as required in this Chapter and the Clover Island High Intensity Special Area Plan Standards shall accompany new development and comply with relevant local, state, and federal law. Accompany, in this case, means within 12 months of completion of a new development project, the shoreline adjacent to the new development shall be enhanced consistent with the Clover Island High Intensity Special Area Plan Standards as identified in Appendix A-6-4. Enhancement work will be conducted within the work window specified in applicable federal and state permits (typically late fall/winter time period).
- (F) Visual and physical public access to shorelines shall be maintained, dedicated, improved and enhanced consistent with the Clover Island High Intensity Special Area Plan Standards (identified in Appendix A-6-1 through A-6-3), and WAC 173-26-221(4)(d) and KMC 18.68.110(2)(e).

(iii) Designation Criteria.

- (A) The "Clover Island High Intensity" environment designation is assigned only to Clover Island, which currently supports high-intensity and water-dependent uses related to commerce, transportation and navigation. This environment designation is suitable and planned for additional high-intensity water dependent, water-oriented, and non-water-oriented uses, as part of mixed use development such as multi-family residential and

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commercial, while maintaining and enhancing public access, view corridors, and aquatic and nearshore habitat enhancement consistent with the Clover Island High Intensity Special Area Plan Standards.

- (c) "Urban Conservancy" Environment.
- (i) Purpose. The purpose of the "Urban Conservancy" Environment is to protect and restore ecological functions of open space, floodplain and other sensitive lands where they exist in urban and developed settings, while allowing a variety of compatible uses.
- (ii) Management Policies.
- (A) Uses that preserve the natural character of the area or promote preservation of open space, floodplain or sensitive lands either directly or over the long-term should be the primary allowed uses. Uses that result in restoration or enhancement of ecological functions will be allowed if the use is otherwise compatible with the purpose of the environment and the setting.
- (B) Assure no net loss of shoreline ecological processes or functions occurs as a result of new development.
- (C) The location and design of new development shall provide for public access and public recreation opportunities whenever feasible and when significant ecological impacts can be mitigated.
- (D) Water-oriented uses shall be given priority over non-water-oriented uses. For shoreline areas adjacent to commercially navigable waters, water-dependent uses shall be given highest priority.
- (iii) Designation Criteria.
- (A) An "Urban Conservancy" Environment designation is assigned to shoreline areas within the City that are appropriate and planned for development that is compatible with maintaining or restoring the ecological functions of the area, that are not generally suitable for water-dependent uses, or if any of the following characteristics apply:
- (I) They are suitable for water-related or water-enjoyment uses;
- (II) They are open space, floodplain or other sensitive areas that should not be more intensively developed;
- (III) They have potential for ecological restoration;
- (IV) They retain important ecological functions, even though partially developed; or
- (V) They have the potential for development that is compatible with ecological restoration.

(Ord. 5281 Sec. 1, 2009)

PART II: - LAND USE REQUIREMENTS

18.68.110: - General Shoreline Master Program Provisions.

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- (1) Applicability. The provisions of this section shall apply to all shorelines within the City, regardless of Environment Designations assigned in Section 18.68.070 of this Chapter. The provisions of this section shall apply to all proposed new development and uses.
- (2) General Provisions.
- (a) Archaeological and Historic Resources.
- (i) Applicability. The provisions of this subsection apply to archaeological and historic resources located within shoreline jurisdiction that are either recorded at the State Department of Archaeology and Historic Preservation and/or by local jurisdictions or those that are inadvertently discovered. Archaeological sites within shoreline jurisdiction are subject to 27.44 RCW and 27.53 RCW and development or uses that may impact such sites shall comply with Chapter 25-48 WAC as well as the provisions of this Chapter.
- (ii) Principles. Due to the limited and irreplaceable nature of the resource(s), the objective of this section is to prevent the destruction of, or damage to, any site having historic, cultural, scientific, or educational value as identified by the appropriate authorities, including affected Indian tribes, and the State Department of Archaeology and Historic Preservation.
- (iii) Standards. The following standards shall apply to development in shoreline jurisdiction:
- (A) Developers and/or property owners shall immediately stop work and notify the Planning Department, the State Department of Archaeology and Historic Preservation, and affected Indian tribes if archaeological resources are uncovered during excavation.
- (B) Permits for development in areas documented to contain archaeological resources shall require a site inspection or evaluation by a professional archaeologist in coordination with affected Indian tribes as well as permits required by the Washington State Department of Archaeology and Historic Preservation, prior to holding the public hearing or issuing a substantial development permit, shoreline conditional use permit or shoreline variance.
- (C) Consultation with the Washington State Department of Archaeology and Historic Preservation (DAHP) is highly recommended prior to applying for a permits. Because shoreline areas are locations of significant cultural resources, in most instances, a cultural resource survey will be required under SEPA, Executive Order 05-05 and/or Section 106 to ensure the protection of existing.
- (b) Critical Areas.
- (i) Applicability. Pursuant to the provisions of RCW 90.58.090(4), as amended by ESHB 1933, this Shoreline Master Program provides for management of critical areas designated as such pursuant to RCW 36.70A.170(1)(d) and required to be protected pursuant to WAC 173-26-221(2) and (3) and RCW 36.70A.060(2) that are located within shorelines of the State. Policies and regulations that are adopted under this Chapter shall be:
- (A) Consistent with the specific provisions of 173-26-221(2) WAC and 173-26-221(3) WAC and the policies and goals of this Chapter; and
- (B) Provide a level of protection to critical areas within the shoreline area that is at least equal to that provided by the Kennewick Shoreline Critical Areas Regulations in Appendix A-2.

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- (ii) Principles. The following are objectives of the provisions of this subsection:
 - (A) In addressing issues related to critical areas, the most current, accurate, and complete scientific and technical information available will be used;
 - (B) In protecting and restoring critical areas within shoreline jurisdictions, the full spectrum of planning and regulatory measures shall be integrated;
 - (C) Existing ecological functions and ecosystem-wide processes shall be protected and restoration of degraded ecological functions and enhancement of ecosystem-wide processes shall be encouraged; and
 - (D) Human uses and values that are compatible with other objectives of this Chapter shall be encouraged, such as public access and aesthetic values, provided they do not significantly adversely impact ecological functions.
 - (iii) Standards. The following standards shall apply to development in shoreline jurisdiction:
 - (A) Where critical areas are identified within shoreline jurisdiction, all proposed uses and development shall be subject to the administrative provisions of this Chapter, and shall comply with the development standards required by critical areas regulations in Appendix A-2;
 - (B) Applicants for proposed development within or adjacent to critical areas within shoreline jurisdiction shall demonstrate compliance with critical areas regulations in Appendix A-2 as part of shoreline or other permit reviews, and submit all relevant documentation with the permit application(s); and
 - (C) Applicants for proposed development within or adjacent to critical areas within shoreline jurisdiction shall demonstrate compliance with KMC 18.72 Clearing and Grading in Appendix A-8 as part of shoreline Substantial Development Permit or other permit reviews, and submit all relevant documentation.
 - (iv) Exceptions. The provisions of Kennewick Critical Areas Regulations do not extend Shoreline Jurisdiction beyond the limits specified in this Shoreline Master Program. For regulations addressing critical area buffer areas that are outside Shoreline Jurisdiction, see Kennewick Critical Areas Regulations in KMC 18.59 through 18.63.
- (c) Geologically Hazardous Areas.
- (i) Applicability. The provisions of this section apply to geologic hazards within the shoreline jurisdiction.
 - (ii) Standards. Development in designated geologically hazardous areas located in shoreline jurisdiction shall be regulated in accordance with the following:
 - (A) Development shall comply with Appendix A-2, Chapter 5, of this Chapter;
 - (B) New development or the creation of new lots that would cause foreseeable risk or adverse impacts from geological conditions to people or improvements during the life of the development shall be prohibited;
 - (C) New development that would require structural shoreline stabilization over the life of the development shall be prohibited. For Clover Island High Intensity Environment, structural

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shoreline stabilization, as necessary, shall be accompanied by habitat enhancement to improve riparian and nearshore habitat functions. Exceptions may also be made for the limited instances where stabilization is necessary to protect allowed uses where no alternative locations are available and no net loss of ecological functions will result as found in Section 18.68.120(3)(a). Proposed stabilization measures shall recognize the principles found in WAC 173-26-231(3)(a)(ii) and shall conform to standards found in WAC 173-26-231(3)(a)(iii)(A—F); and

- (D) Where no alternatives, including relocation or reconstruction of existing structures, are found to be feasible, and less expensive than the proposed stabilization measure, stabilization structures or measures to protect existing residential structures may be allowed in strict conformance with the requirements of WAC 173-26-231 and then only if there is no net loss of ecological functions.

(d) Flood Hazard Reduction.

- (i) **Applicability.** The provisions of this subsection apply to actions taken to reduce flood damage or hazard and to uses, development, and shoreline modifications that may increase flood hazards in shoreline jurisdiction.

(ii) **Principles.** The following are objectives of the provisions of this subsection:

- (A) Where feasible, preference shall be given to non-structural flood hazard reduction measures over structural measures;
- (B) In managing flood hazards within shoreline jurisdiction, the full spectrum of planning and regulatory measures shall be integrated;
- (C) Flood hazard reduction measures shall, with appropriate mitigation sequencing, result in no net loss of ecological functions;
- (D) Where feasible, efforts to return stream corridors to more natural hydrological conditions shall be encouraged; it is recognized that seasonal flooding is an essential natural process;
- (E) When evaluating alternate flood control measures, removal or relocation of structures in floodprone areas shall be considered; and
- (F) Encourage planning for and facilitating removal of restrictions to off channel hydrological connections consistent with actions identified in the Shoreline Restoration Plan (Appendix A-4 to this Chapter).

(iii) **Standards.** The following standards shall apply to development in shoreline jurisdiction:

- (A) Development in flood plains shall not significantly or cumulatively increase flood hazard nor be inconsistent with Shoreline Critical Areas Regulations in Appendix A-2 and the Flood Damage Prevention Ordinance KMC 18.66 (Appendix A-7). New development or new uses in shoreline jurisdiction, including the subdivision of land, shall not be established when it would be reasonably foreseeable that the development or use would require structural flood hazard reduction measures;
- (B) Where frequently flooded areas are identified as a Critical Area within shoreline jurisdiction, all proposed uses and development shall be subject to administrative

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provisions of this Chapter, and shall comply with development standards required by Shoreline Critical Areas Regulations in Appendix A-2, and the Flood Damage Prevention Ordinance KMC 18.66 (Appendix A-7);

- (C) New structural flood hazard reduction measures shall be allowed in shoreline jurisdiction only when it can be demonstrated by scientific and engineering analysis that they are necessary to protect existing development, that nonstructural measures are not feasible, that impacts to ecological functions can be successfully mitigated so as to assure no net loss, and that appropriate vegetation conservation actions will be undertaken consistent with WAC 173-26-221(5). Structural flood hazard reduction measures shall be consistent with KMC 18.66;
- (D) New structural flood hazard reduction measures shall be placed landward of wetlands and vegetation conservation areas, and shall comply, as applicable, with Shoreline Critical Areas Regulations, Appendix A-2, Flood Damage Prevention Ordinance KMC 18.66, WAC 173-26-221(3)(c)(iii) and the provisions of this Chapter;
- (E) New structural flood hazard reduction measures, such as dikes and levees, shall be designed to include and improve public access pathways unless public access improvements would cause unavoidable health or safety hazards to the public, inherent and unavoidable security problems, unacceptable and unmitigable significant ecological impacts, unavoidable conflict with the proposed use, or a cost that is disproportionate and unreasonable to the total long-term cost of the development;
- (F) Removal of gravel for flood management purposes shall be consistent with Shoreline Critical Areas Regulations, Appendix A-2, KMC 18.66 and the provisions of this Chapter, and shall be allowed only after a biological and flood management study demonstrates the extraction has a long-term benefit to flood hazard reduction, does not result in a net loss of ecological functions, and is part of a comprehensive flood management solution.

(G) The director may use additional flood information that is more restrictive or detailed than that provided in the flood insurance study conducted by the Federal Emergency Management Agency (FEMA) to designate frequently flooded areas, including data on channel migration, historical data, high water marks, photographs of past flooding, location of restrictive floodways, maps showing future build-out conditions, maps that show riparian habitat areas, or similar information.

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- (e) Public Access.
 - (i) Applicability. The provisions of this subsection apply to development in shoreline jurisdiction.
 - (ii) Principles. The following are the objectives of the provisions of this subsection:
 - (A) The public interest shall be promoted with regard to rights to access waters held in public trust by the State while protecting private property rights and public safety;
 - (B) The rights of navigation and space necessary for water-dependent uses shall be protected;
 - (C) To the greatest extent feasible consistent with the overall best interest of the State and the people generally, the public's opportunity to enjoy the physical and aesthetic qualities of shorelines of the State, including views of the water, shall be protected; and

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- (D) Uses and the location, design, and construction of development in the shoreline jurisdiction shall, whenever feasible, minimize interference with the public's use of the water.
- (iii) Standards. The following standards shall apply to development in the shoreline jurisdiction:
- (A) All new development by public entities, including local government, port districts, state agencies, and public utility districts, shall include public access measures as part of each development project, unless such access is shown to be incompatible for safety, security, or impact to the shoreline environment reasons.
- For Clover Island, public access must be consistent with the Clover Island High Intensity Special Area Plan Standards (see Appendix A-6). Planned public access improvement specified by the pathways identified in Appendix A-6-2 exhibit (Public Access) shall be made within 12 months of build out of the following lots, as specified in the Appendix A-6-3 (Building Heights) exhibit:
- (I) West and northwest (Causeway and "notch") and adjacent interior pathways will be completed proportionately within 12 months of Parcels A, B and C and Lot 1 completing build out;
- (II) North shoreline pathway (from west edge of Lot 2, and Lots 3 through 11, 30, and 31) will be completed proportionately within 12 months of Lots 2 through 5 completing build out; and
- (III) South shoreline and interior pathway (due south of "notch") will be completed within 12 months of eastern half of Lot 15 and Lots 16 through 18 completing build out.
- (IV) Public access shall be provided along the south shoreline for eastern lot 13 through western half of Lot 15 as provided for in permitted Yacht Club development.
- (V) Long-term shoreline pathway around east end of island (Lots 29 through 32) shall be phased in with any proposed improvements on those lots and/or shoreline stabilization occurring on Clover Island.
- (B) New structural public flood hazard reduction measures, such as dikes and levees, shall dedicate and improve public access pathways unless public access improvements would cause unavoidable health or safety hazards to the public, inherent and unavoidable security problems, unacceptable and unmitigable significant ecological impacts, unavoidable conflict with the proposed use, or a cost that is disproportionate and unreasonable to the total long-term cost of the development;
- (C) All new development for water enjoyment, and water-related and non-water-dependent uses and for subdivisions of land into more than four parcels or sections of leased lands, shall include dedicated and improved public access proposal measures and which shall be recorded with final site plan, unless such access is shown to be incompatible for reasons of safety, security, or impact to the shoreline environment, or where such measures are shown to be infeasible or alternative measures are shown to be more desirable. In determining the infeasibility, undesirability, or incompatibility of public access in a given situation, the applicant shall analyze and propose alternative methods of providing public

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access, such as off-site improvements, viewing platforms, separation of uses through site planning and design, and restricting hours of public access. The City Planning Official will then consider these alternative methods in a final permit decision.

For the Clover Island High Intensity Environment, developments and uses shall maintain and, where specified, enhance public access and view corridors consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6);

- (D) All new development shall comply with the 35 feet height limitation, except for development provided in the Clover Island High Intensity Environment, where the development shall be consistent with the Clover Island High Intensity Special Area Plan Standards. Building or structures more than 35 feet above the ordinary high water mark in the Urban Conservancy and Aquatic Environments shall be processed through a Conditional Use Permit.

For the Clover Island High Intensity Environment, the City has determined that development will not obstruct views for a substantial number of residences on the adjoining state shoreline, as the existing levee currently blocks the entire shoreline view for existing residences. This is also true for the other residences south of the levee that extends along the entire shoreline of Segments D and E (Appendix A-1) For the Clover Island High Intensity Environment, the view corridors and viewpoints established in the Clover Island High Intensity Special Area Plan Standards (Appendix A-6-1) will be preserved, and development will remain within the established heights.

The Clover Island High Intensity Special Area Plan Standards will serve the public interest by providing economic development, enhancing public access, maintaining specified on-island view corridors, and providing for enhanced aquatic and riparian habitat. Therefore, areas specified in the Clover Island High Intensity Special Area Plan Standards that exceed 35 feet in height on the island are allowed through the Substantial Development Permit process, consistent with other established standards for view, public access and habitat enhancement (see Appendix A-6).

Specifically, according to WAC 173-27-160, the City has determined that, for the Clover Island High Intensity Environment, as specified in the City-adopted master plan and Clover Island High Intensity Special Area Plan Standards (Appendix A-6), that the:

- (I) Proposed uses are consistent with the policies of RCW 90.58.020 and the Shoreline Master Program;
- (II) Proposed uses will not interfere and will actually enhance the normal public use of public shorelines;
- (III) Proposed uses and design of the project are compatible with other authorized uses within the area and with uses planned for the area under the City's Comprehensive Plan and Shoreline Master Program;
- (IV) Proposed uses will cause no significant adverse effects and actually will enhance the shoreline environment in which it is to be located;

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- (V) Public interest will suffer no detrimental impacts and actually will benefit from the planned improvements; and
 - (VI) Cumulative impacts are addressed in Appendix A-5.
- (E) As part of any master plan or proposal, other than those specified in the Clover Island High Intensity Special Area Plan Standards, for structures over 35 feet in height, an applicant shall be required to submit a view analysis and cumulative impacts analysis that reviews residential obstruction(s) to allow the City to determine whether development under the master plan or proposal obstructs a substantial number of residences (RCW 90.58.320). Structures over 35 feet, other than those specified in the Clover Island High Intensity Special Area Plan Standards, shall be approved only through a Conditional Use Permit process according to Section 18.68.240 of this Chapter and WAC 173-27-160. Designs shall protect visual access to the water from onshore. Shoreline view corridors shall be protected through incorporation of appropriate design (e.g., modulation of building heights and massing) and location of new development. Potential impacts to views shall be minimized through location and orientation of development on the subject property. The applicant shall:
- (I) Incorporate a view analysis using photographs, videos, photo-based simulations, or computer-generated simulations. The view analysis shall assess and portray visual access from mainland residences adjoining the shoreline. In all cases, photographs, videos, land use, land cover, or other sources of information shall be no older than 12 months prior to submittal of the application. All photographic, video or simulated view representations will employ equipment that produces imagery with an angle of view equivalent to that achievable with a 35 mm "normal" camera lens, i.e., an angle of view of about 50°.

To document any possible obstruction of existing or potential residential views by proposed development in the Urban Conservancy Environment designation, a minimum of three pictures shall be taken from residences or potential residential lots at a radius of 400 feet from the proposed development at equal distances from each other and toward the shoreline;
 - (II) Ensure that the view analysis is cumulative in nature by including vacant existing parcels of record as well as existing structures. Vacant parcels of record shall be assumed to be developed and, as such, their structures to be in compliance with the 35-foot height limitation as established through photographs, videos, photo-based simulations, or computer-generated simulations;
 - (III) If demonstrated through photographs, videos, photo-based simulations, or computer-generated simulations that the proposed development will obstruct less than 30 percent of the view of the shoreline enjoyed by a substantial number of residences on areas adjoining such shorelines, then the development may be considered through the conditional use process;
 - (IV) In consideration of the potential view obstruction resulting from the proposed structure, side yard setbacks may need to be increased. No side yard setbacks shall be reduced to accommodate the proposed structure; and

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- (V) To address "overriding considerations of the public interest" the applicant shall provide a cumulative impacts analysis that documents the public benefits served by issuance of a Conditional Use Permit. The analysis shall address such considerations as cumulative view obstruction results of height adjustments (within a 1,000-foot radius) of the proposed development combined with those of other developments that exceed the 35-foot height limitation, environmental benefits (enhancement or restoration), public access/open space benefits, and economic benefits. The cumulative impact analysis shall address overall views that are lost, compromised, and/or retained; available view corridors; and surface water views lost, compromised, and/or retained.
- (F) Public access improvements shall not result in a net loss of shoreline ecological functions; and
- (G) Signage shall be in conformance with Section 18.68.130(3)(i) of this Chapter and the zoning code (KMC 18.24). All signs shall be located and designed to minimize interference with view corridors and visual access to the shoreline.
- (f) Shoreline Vegetation Conservation, Restoration, and Enhancement.
- (i) Applicability. Vegetation conservation includes activities to protect, restore or enhance vegetation along or near shorelines that contribute to ecological functions and wildlife value. The provisions of this subsection apply to all proposed development and uses in shoreline jurisdiction.
- (ii) Principles. The following are the objectives of the provisions of this subsection:
- (A) Scientific and technical information shall be used in addressing issues related to vegetation conservation;
- (B) In protecting and restoring vegetation within shoreline jurisdiction, the full spectrum of planning and regulatory measures shall be integrated; and
- (C) Existing ecological functions and ecosystem-wide processes shall be protected, and restoration of degraded ecological functions and ecosystem-wide processes shall be encouraged;
- (iii) Standards. The following standards shall apply to development in shoreline jurisdiction:
- (A) The design, construction and location of proposed new development and uses shall follow those goals, policies and guidelines set out in the Shoreline Critical Areas Ordinance (Appendix A-2);
- (B) The design, construction and location of proposed new development and uses shall, wherever feasible, avoid and minimize the removal or damage of existing native vegetation and, where this is not feasible, the applicant shall provide mitigation which ensures no net loss of the functions and values of the removed shoreline vegetation;
- (C) At a minimum, the Applicant shall consult shoreline management assistance materials provided by Ecology and Management Recommendations for Washington's Priority Habitats, prepared by the Washington State Department of Fish and Wildlife, where applicable;

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- (D) Selective pruning of trees for safety and view protection may be allowed, establishing up to a 50-percent total view corridor. In the case where another view corridor has been specified in federal and/or state permits as beneficial for aquatic and terrestrial species, these provisions would apply. No topping shall be allowed unless approved by the Planning Official. The removal and control of noxious weeds is authorized. Removal of noxious weeds and/or invasive species shall be incorporated in vegetation management plans, as necessary, to facilitate establishment of a stable community of native plants;
- (E) Vegetation removal not associated with a development permit application requires the submittal and approval of a mitigation and management plan prepared by a qualified biologist, and must be consistent with the provisions of this section; and
- (F) Clover Island High Intensity - Vegetation planting for the aquatic and shoreline habitat enhancement plan, shall be consistent with the native vegetation and planting specifications provided in the Clover Island High Intensity Special Area Plan Standards (Appendix A-6-4) and consistent with provisions in applicable federal and state permits.
- (G) The preservation of dead trees and the creation of standing snags during shoreline vegetation management efforts shall be emphasized due to their importance to wildlife and ecological function. Where feasible, standing snags and dead trees must be preserved and protected. Creation and/or preservation of snags may contribute to mitigation plans developed to offset other shoreline vegetation removal.
- (g) Water Quality, Stormwater, and Nonpoint Pollution.
- (i) Applicability. The provisions of this subsection apply to all development and uses in shoreline jurisdiction that affect water quality.
- (ii) Principles. The following are the objectives of the provisions of this subsection:
- (A) Impacts to water quality and stormwater quantity that would result in a net loss of shoreline ecological functions, a significant impact to aesthetic qualities, or recreational opportunities, shall be prevented wherever feasible; and
- (B) Shoreline management provisions and other regulations that address water quality and stormwater quantity, including public health, stormwater, and water discharge standards, shall be integrated as feasible into permits issued under this Chapter.
- (iii) Standards.
- (A) All development activities approved under this Shoreline Master Program shall be designed and maintained consistent with the City's Stormwater Management Plan and Engineering Design Standards. Stormwater control and discharges shall be in compliance and maintained according to the Ecology Stormwater Manual for Eastern Washington.
- (B) Shoreline use and development shall minimize the need for chemical fertilizers, pesticides or other similar chemical treatments to prevent contamination of surface and ground water and/or soils and adverse effects on shoreline ecological functions and values.
- (C) All development in shoreline jurisdiction must meet all applicable local, state, and federal water quality protection standards and requirements and prevent impacts to water quality and storm water quantity that would result in a net loss of shoreline ecological

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functions and prevent significant impacts to aesthetic qualities or recreational opportunities.

(Ord. 5281 Sec. 1, 2009)

18.68.120: - Shoreline Modifications.

- (1) Applicability. The provisions of this section apply to all shoreline modifications within shoreline jurisdiction.
- (2) Principles. The following are the objectives of the provisions of this section:
 - (a) Shoreline modifications for the Clover Island High Intensity Environment shall be consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6-4) and shoreline stabilization standards established in Section 18.68.120(3)(a);
 - (b) Structural shoreline modifications shall be allowed only where they are demonstrated to be necessary to support or protect an allowed structure, a legally existing shoreline use that is in danger of loss or substantial damage, or are necessary for reconfiguration of the shoreline for mitigation or enhancement purposes;
 - (c) Shoreline modifications shall be allowed only when appropriate to the specific type of shoreline and environmental conditions for which they are proposed;
 - (d) Shoreline modifications, individually and cumulatively, shall not result in a net loss of ecological functions; preference shall be given to shoreline modifications that have a lesser impact on ecological functions, and mitigation shall be required for identified adverse impacts resulting from shoreline modifications;
 - (e) Where applicable, scientific and technical information shall be used in planning for shoreline modifications;
 - (f) Restoration or enhancement of ecological functions shall be encouraged where feasible and appropriate, while accommodating permitted uses, and all feasible measures to protect ecological functions and ecosystem-wide processes shall be incorporated. For the Clover Island High Intensity Environment, enhancement shall be consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) and provisions in applicable federal and state permits; and
 - (g) Significant ecological impacts shall be mitigated as defined in this Chapter and according to the mitigation sequence in Appendix A-2.
- (3) Standards for Specific Shoreline Modifications.
 - (a) Shoreline Stabilization.
 - (i) Shoreline stabilization measures include the following:
 - (A) Structural ("stabilization structures") and nonstructural methods to address erosion impacts to property and dwellings, businesses, or structures caused by natural processes, such as current, flood, tides, wind, or wave action; and

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- (B) Nonstructural methods including building setbacks, relocation of the structure to be protected, ground water management, planning and regulatory measures to avoid the need for structural stabilization.
- (ii) New development, including newly created parcels, shall be designed and located to prevent the need for future shoreline stabilization, based upon hydrological or geotechnical analysis.
- (iii) New development on steep slopes or bluffs shall be set back according to the requirements indicated in Appendix A-2 to ensure that shoreline stabilization is unlikely to be necessary during the life of the structure, as demonstrated by a geotechnical analysis.
- (iv) New development that would require shoreline stabilization which causes significant impacts to adjacent or down-current properties and shoreline areas is prohibited.
- (v) New structural stabilization measures shall not be allowed except when necessary as demonstrated in the following manner:
- (A) To protect existing primary structures, new or enlarged stabilization structures for an existing primary structure, including residences, shall not be allowed unless there is conclusive evidence documented by a geotechnical analysis that the structure is in danger of failing within three years from shoreline erosion caused by currents, or waves.
- Normal sloughing, or shoreline erosion itself, without a geotechnical analysis, is not demonstration of need. In order to demonstrate need, the geotechnical analysis shall evaluate on-site drainage issues and address drainage problems away from the shoreline edge before considering structural measures. The erosion control structure with appropriate mitigation shall not result in a net loss of ecological functions;
- (B) New stabilization structures in support of new non-water-dependent or water-dependent development shall be allowed when consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) or when all of the following conditions apply: the erosion is not being caused by upland conditions such as the loss of vegetation and drainage; nonstructural measures such as placing the development further from the shoreline, planting vegetation, or installing on-site drainage improvements, are not feasible or sufficient; need is demonstrated by a geotechnical analysis that damage must be caused by natural processes such as currents, and waves; and the erosion control structure and appropriate mitigation will not result in a net loss of shoreline ecological functions;
- (C) New stabilization structures in support of projects for the restoration of ecological functions or hazardous substance remediation projects pursuant to Chapter 70.105D RCW shall be allowed when consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) or when all of the following conditions apply: Nonstructural measures, planting vegetation, or installing on-site drainage improvements are not feasible or sufficient; and the erosion control structure and appropriate mitigation will not result in a net loss of shoreline ecological functions;
- (D) Shoreline stabilization shall be constructed to minimize damage to fish habitats and to maintain safe navigational movement. Biotechnical and soft methods shall be prioritized as the preferred method of bank stabilization, unless analysis demonstrates that such measures are infeasible. For the Clover Island High Intensity Environment shoreline

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- stabilization below the OHWM to protect existing or planned upland water-dependent facilities specified in the plan or applicable federal and state permits shall be accompanied by habitat enhancement, including anchored brush piles or ballasted root wads or other specified measures. Open-piling construction is preferable in lieu of the solid type;
- (E) Bulkheads shall be designed to permit the passage of surface or ground water without causing ponding or saturation of retained soil or materials. Adequate toe protection (proper footings, a fine retention mesh, etc.) shall be provided to ensure bulkhead stability without relying on additional riprap; and
 - (F) Bulkheads shall be designed to be of the minimum dimensions necessary. When a bulkhead is required at a public access site with planned water access, provision for safe access to the water shall be incorporated into its design.
- (vi) Replacement of existing stabilization structures shall be based on demonstrated need to protect uses or structures from erosion caused by currents, or waves:
- (A) The replacement structure shall be designed, located, sized and constructed to assure no net loss of ecological functions, and, if located in the Clover Island High Intensity Environment, to also achieve improved aquatic and riparian habitat function.
 - (B) Waterward encroachment of a replacement structure shall be allowed for residences occupied prior to January 1, 1992; and then only if there are overriding safety or environmental concerns and then replacement structure shall abut the existing shoreline stabilization structure and must still comply with applicable federal and state permit provisions.
 - (C) For Clover Island High Intensity Environment replacement structures must be consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6-4) and applicable federal and state permit provisions, including anchored brush piles or ballasted root wads and native riparian vegetation plantings and other specified measures, or for soft shoreline stabilization measures that provide restoration of ecological functions.
 - (D) Soft shoreline stabilization measures that provide restoration or enhancement of shoreline ecological functions may be permitted waterward of the ordinary high water mark. Additionally, if the development is located in the Clover Island High Intensity Environment, the soft shoreline stabilization measures shall be consistent with the Clover Island High Intensity Special Area Plan Standards.
- (vii) Geotechnical reports prepared pursuant to this section that address the need to prevent potential damage to a structure shall address the necessity for shoreline stabilization by estimating time frames and rates of erosion and shall report on the urgency associated with the specific situation. As a general matter, hard armoring solutions shall not be authorized except when a report confirms that there is a significant possibility that such a structure will be damaged within three years as a result of shoreline erosion in the absence of such hard armoring measures, or where waiting until the need is that immediate, would foreclose the opportunity to use measures that avoid impacts on ecological functions. Where the geotechnical report confirms a need to prevent potential damage to a structure, but the need is not as immediate as three years, that report may still be used to justify more immediate authorization to protect against erosion using soft measures.

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- (viii) Shoreline stabilization structures shall be limited to the minimum size necessary. Soft approaches shall be used unless demonstrated not to be sufficient to protect structures, dwellings, and businesses. Where feasible, ecological restoration or enhancement, and public access improvements shall be incorporated into the project. Public access shall be required as part of publicly financed shoreline erosion control measures except where such access is determined to be infeasible because of incompatible uses, safety, security, or harm to ecological functions. For the Clover Island High Intensity Environment, enhancements shall be consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) and applicable federal and state permit provisions, including anchored brush piles or ballasted root wads and native riparian vegetation plantings, and other specified measures, applicable federal and state permit provisions, including anchored brush piles or ballasted root wads and native riparian vegetation plantings and other specified measures.
 - (ix) For conditions of erosion or mass wasting due to upland conditions, projects must be consistent with standards set out in KMC 18.68.110(2)(b)(iii)(C).
 - (x) Riprapping and other bank stabilization measures shall be located, designed and constructed to avoid the need for channelization of streams and to protect, as feasible, the natural character of the streamway.
 - (xi) Where flood protection measures such as levees are planned, they shall be placed landward of the streamway, including associated swamps and marshes and other wetlands directly inter-related and inter-dependent with the stream proper.
 - (xii) Where shoreline stabilization is allowed, it shall consist of "soft," flexible, and/or natural materials or other bioengineered approaches unless a geotechnical analysis demonstrates that such measures are infeasible.
 - (xiii) Publicly financed or subsidized shoreline erosion control measures shall not restrict appropriate public access to the shoreline, except where such access is determined to be infeasible because of incompatible uses, safety, security, or harm to ecological functions. Where feasible, ecological restoration and public access improvements shall be incorporated into the project.
- (b) Piers, Viewing Platforms, and Docks.
- (i) The following standards shall apply to new piers, viewing platforms and docks:
 - (A) New piers, viewing platforms, and docks are allowed in the Clover Island High Intensity Environment consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) to provide for existing and future water-dependent uses and subject to approval and conditions of federal and state permits addressing aquatic and riparian habitat, and consistent with the Shorelines Critical Areas Appendix A-2 requirements;
 - (B) New piers, viewing platforms and docks are allowed for public and commercial purposes. Docks serving four or less residential units are prohibited;
 - (C) New piers and docks are allowed only for water-dependent uses or public access;
 - (D) New piers and docks are restricted to the minimum size necessary to serve a proposed water-dependent use (based upon a needs analysis provided by the Applicant). For Clover

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Island High Intensity environment, the minimum width for piers, docks and ramps shall be six feet and the maximum width shall be 12 feet;

- (E) New piers and docks are permitted only when specific need is demonstrated; and
 - (F) Water-related and water-enjoyment uses may be allowed as part of mixed-use development on over-water structures where they are clearly auxiliary to, and in support of, water-dependent uses, provided the minimum size requirement needed to meet the water-dependent use is not violated (WAC 173-26-231(3)(b)).
- (ii) The use of floating docks shall be encouraged in those areas where scenic values are high and where conflicts with recreational boaters and fishermen will not be created.
 - (iii) Open-pile piers shall be encouraged where shore trolling is important, where there is significant littoral drift and where scenic values will not be impaired. Piers and viewing platforms for the Clover Island High Intensity Environment shall be consistent with the Clover Island High Intensity Special Area Plan Standards and applicable federal and state construction standards and/or requirements. Pilings shall be permitted only when needed as a structural part of floating docks and to minimize the impact of local high winds on the structures. Pilings shall be structurally sound and cured prior to placement in the water. Creosote treated pilings are prohibited. Pilings employed in piers or any other structure shall have a minimum vertical clearance of two feet above the OHWM. The minimum number of pilings necessary shall be used in piers or viewing platforms.
 - (iv) Priority shall be given to the use of public piers, viewing platforms and docks. Cooperative use of these facilities is encouraged.
 - (v) New structures will be preferentially placed in developed areas to avoid degradation of habitat.
 - (vi) Location, design and construction of all piers, viewing platforms and docks shall result in no net loss of ecological processes and functions, and avoid, minimize and mitigate for ecological impacts. Construction materials and light transmission standards must be consistent with applicable state and federal requirements, and be based upon the most current, accurate, and complete scientific and technical information available. Piers, viewing platforms, and docks proposed in the Clover Island High Intensity Environment shall be consistent with the Clover Island High Intensity Special Area Plan Standards and applicable federal and state construction standards and/or requirements and other specified measures, including the following:
 - (A) New overwater structures must not be located on or within 50 feet of existing native aquatic vegetation;
 - (B) New overwater structures must be located in water sufficiently deep to prevent the structure from grounding out at the lowest low water;
 - (C) New pier, ramp or dock grating surfaces must provide for a 40-percent minimum open area;
 - (D) Flotation material must be encapsulated with a shell that prevents breakup or loss of flotation material, and cannot be located where it impedes fish passage;
 - (E) Replacement of existing covered boat facilities (boat garages, covered moorage) shall be composed of clear translucent materials that have a minimum 25 percent light transmittance in either the roof material or exposed wall; and

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- (F) Night lighting must be oriented to minimize illumination of surrounding waters.
- (vii) Storage of fuel, oils and other toxic materials is prohibited on docks and piers except in portable containers that are provided with secondary containment.
- (c) Fill.
 - (i) Location, design and construction of shoreline fills or cuts shall protect existing ecological values or natural resources and ensure that significant alteration of local currents will not occur nor create a hazard to adjacent life, property, and natural resources. Shoreline fills shall be avoided in critical areas or shoreline buffers, except for habitat enhancement as provided for in the Clover Island High Intensity Special Area Plan Standards, and applicable federal and state permit provisions including native riparian vegetation plantings and other specified measures. When unavoidable, or buffers are not involved, they should be minimized, and designed and located so that there will be no significant damage to and no net loss of existing ecological functions; ecosystem-wide processes and natural resources shall be protected.
 - (ii) Fills waterward of the ordinary high water mark shall be allowed by Substantial Development Permit in the Clover Island High Intensity Environment for ecological enhancement as provided for in the Clover Island High Intensity Special Area Plan Standards and applicable federal and state permit provisions, or by Conditional Use Permit when necessary to support the following uses:
 - (A) Water-dependent uses;
 - (B) Public access;
 - (C) Cleanup and disposal of contaminated sediments as part of an intra-agency environmental cleanup plan;
 - (D) Disposal of dredged material considered suitable under, and conducted in accordance with, the Dredged Material Management Program of the Department of Natural Resources;
 - (E) Expansion or alteration of transportation facilities of statewide significance currently located on the shoreline and that demonstrate that alternatives to fill are not feasible;
 - (F) A mitigation action;
 - (G) Environmental restoration or enhancement; and
 - (H) Beach nourishment or enhancement.
 - (iii) All perimeters of fills shall be provided with vegetation, bioengineered approaches or other mechanisms for erosion prevention.
 - (iv) Fill materials shall be of such quality that they will not adversely affect water quality.
- (d) Breakwaters, Jetties, Weirs, and Groins.
 - (i) Structures shall be designed, located and constructed with appropriate mitigation in such a way as to assure no net loss of ecological functions. The effect on public access and aesthetic values of the shoreline shall be considered in the design and location of structures.

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- (ii) Structures waterward of the ordinary high water mark shall be allowed only for water-dependent uses, public access, shoreline stabilization, or other specific public purpose.
 - (iii) A shoreline Conditional Use Permit shall be required for all structures except shoreline protection/restoration/enhancement projects and only allowed when demonstrated that no feasible alternative is available. Mitigation sequencing shall be provided to ensure no net loss of shoreline ecological functions and processes and shall be demonstrated by submittal of Mitigation Management Plan.
- (e) Dredging and Dredge Material Disposal.
- (i) Dredging and dredge material disposal shall be done in a manner which avoids or otherwise minimizes significant ecological impacts. Impacts which cannot be avoided shall be mitigated.
 - (ii) New development siting and design shall avoid the need for new and maintenance dredging.
 - (iii) Dredging for the purposes of establishing, expanding, or relocating or reconfiguring navigation channels and basins shall be allowed where necessary to assure safe and efficient accommodation of existing navigational uses. In such cases, significant ecological impacts shall be minimized and mitigation provided for any unavoidable impacts.
 - (iv) Maintenance dredging of established navigation channels and basins is restricted to maintaining previously dredged and/or existing authorized location, depth, and width.
 - (v) Dredging for fill materials shall not be allowed, except when the material is necessary for the restoration of ecological functions, and is associated with a MTCA or CERCLA habitat restoration project or is approved through a shoreline Conditional Use Permit for use in any other significant habitat enhancement project. When allowed, fill material must be placed waterward of the ordinary high water mark.
 - (vi) Dredging of materials suitable for shoreline restoration or other activities to benefit shoreline resources may be allowed, provided the activity is done in a manner which avoids or otherwise minimizes ecological impacts.
 - (vii) Disposal of dredge material on shorelands, wetlands or within a channel migration zone shall be discouraged and is allowed only by shoreline Conditional Use Permit.
- (f) Signage.
- (i) Off-premises signs shall not be permitted on the shorelines.
 - (ii) Signs shall be mounted flush to the buildings they represent, and shall not extend above the roofline.
 - (iii) Flashing, moving, or animating signs shall not be permitted, unless required by law for air and water navigation.
 - (iv) Each use shall be permitted one square foot of sign for each five feet of the building frontage.
 - (v) Vistas and viewpoints shall not be degraded and visual access to the water from such vistas shall not be impaired by the placement of signs. All signs shall be located and designed to minimize interference with view corridors and visual access to the shoreline.
 - (vi) When feasible, signs shall be constructed against existing buildings to minimize visual obstructions of the shoreline and water bodies.

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- (vii) No signs shall be placed on trees, other natural features, or public utility poles.
- (g) Shoreline Habitat and Natural Systems Restoration and Enhancement Projects.
 - (i) Shoreline habitat and natural systems enhancement projects, including those activities proposed and conducted specifically for the purpose of establishing, restoring, or enhancing habitat for listed species in shorelines, are encouraged, provided such projects' primary purpose is clearly enhancing or restoring the shoreline natural character and ecological functions. The project shall address legitimate enhancement or restoration needs and priorities and facilitate implementation of the restoration plan (Appendix A-4) developed pursuant to WAC 173-26-201(2)(f) and the Clover Island High Intensity Special Area Plan Standards (Appendix A-6) and with applicable federal and state permit provisions.
 - (ii) For the Clover Island High Intensity Environment, implementation of the aquatic, nearshore and riparian habitat enhancement plan, as provided in the Clover Island High Intensity Special Area Plan Standards shall accompany new development. Accompany means within 12 months of completion of a new development project, enhance the shoreline next to the new development consistent with the Clover Island High Intensity Special Area Plan Standards (Appendix A-6-4). Enhancement work will be conducted within the work window specified in applicable federal and state permits (typically late fall/winter time period).

(Ord. 5281 Sec. 1, 2009)

18.68.130: - Shoreline Uses.

- (1) Applicability. The provisions of this section apply to specific common uses and types of development to the extent they occur within shoreline jurisdiction. All uses and development must be consistent with the Shoreline Master Program.
- (2) General Use Provisions.
 - (a) Principles. The following are objectives of the provisions of this section:
 - (i) Uses that are consistent with the control of pollution and prevention of damage to the natural environment, or are unique to or dependent upon uses of the State's shoreline areas, are preferred. Preference shall be given first to water-dependent uses, second to water-related uses and third to water-enjoyment uses;
 - (ii) The location, design and construction of new development in shoreline areas shall be done in a way that protects the public's health, safety, and welfare, as well as the land and its vegetation and wildlife, and protects property rights while implementing the policies of the Shoreline Management Act; and
 - (iii) Permitted uses shall result in no net loss of ecological functions associated with the shorelines.
 - (b) Conditional Uses.
 - (i) Purpose. The purpose of this section is to define the types of uses and development that require a shoreline Conditional Use Permit pursuant to RCW 90.58.100(5). Conditional Use Permits may be required for a variety of purposes, including:

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- (A) To effectively address unanticipated uses that are not classified in this Shoreline Master Program as described in WAC 173-27-030;
 - (B) To address cumulative impacts; and
 - (C) To provide the opportunity to require specially tailored environmental analysis or design criteria for types of use or development that may otherwise be inconsistent with a specific environment designation within this Shoreline Master Program or with the Shoreline Management Act policies.
- (ii) Applicability. The following types of uses and development may require a Conditional Use Permit (see Section 18.68.240 for application process):
- (A) Uses and development that may or will significantly impair or alter the public's use of the water areas of the State;
 - (B) Uses and development which, by their intrinsic nature, may have a significant ecological impact on shoreline ecological functions or shoreline resources depending on location, design, and site conditions;
 - (C) Specific shoreline uses identified in this Chapter as requiring a Conditional Use Permit; and
 - (D) The height limit for all uses shall be 35 feet in the Aquatic and Urban Conservancy Environments, and for the Clover Island High Intensity Environment, the heights provided in the Clover Island High Intensity Special Area Plan Standards (Appendix A-6). Proposed Uses may be able to exceed this limit through the Conditional Use process as described in Section 18.68.240.
- (c) Prohibitions.
- (i) Aquaculture activities are prohibited in shorelands.
 - (ii) Agriculture activities are prohibited in shorelands.
- (d) Nonconforming ~~Uses, Development or Nonconforming Structures. When a shoreline use or structure which was lawfully constructed or established prior to the effective date of the Shoreline Management Act or the Shoreline Master Program, or amendments thereto, but does not conform to the present regulations or standards of the Shoreline Master Program or policies of the Act, the following standards shall apply: "Nonconforming development" or "nonconforming structure" means an existing structure that was lawfully constructed at the time it was built but is no longer fully consistent with present regulations such as setbacks, buffers or yards; area; bulk; height or density standards due to subsequent changes to the master program. When such development or structure exists, the following standards shall apply:~~
- (i) Nonconforming development may be continued and maintained, repaired, renovated, or structurally altered, provided that it is not enlarged, intensified, increased, or altered in any way which increases its nonconformity, except to enhance views from upland areas including streets, to enhance public access, or to contribute to protection, enhancement, restoration, or rehabilitation of or mitigation for impacts to critical areas or their buffers;
 - (ii) A nonconforming development which is moved any distance must be brought as closely as possible into conformance with the Shoreline Master Program and the Act;

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- (iii) If a nonconforming development is damaged to an extent not exceeding 75 percent of the replacement cost of the original development, it may be reconstructed to those configurations existing immediately prior to the time the development was damaged, provided that application is made for the permits necessary to restore the development within six months of the date the damage occurred, all permits are obtained and the restoration is completed within two years of permit issuance;
- ~~(iv) If a nonconforming use is discontinued for 12 consecutive months or for 12 months during any two-year period, the nonconforming rights shall expire and any subsequent use shall be conforming. A use authorized pursuant to subsection (6) of this section shall be considered a conforming use for purposes of this section;~~
- ~~(v) A structure which is being or has been used for a nonconforming use may be used for a different nonconforming use only upon the approval of a Conditional Use Permit. A Conditional Use Permit may be approved only upon a finding that:~~
- ~~(A) No reasonable alternative conforming use is practical;~~
- ~~(B) The proposed use will be at least as consistent with the policies and provisions of the Act and the Shoreline Master Program and as compatible with the uses in the area as the preexisting use; and~~
- ~~(C) In addition such conditions may be attached to the permit as are deemed necessary to assure compliance with the above findings, the requirements of the Shoreline Master Program and the Shoreline Management Act and to assure that the use will not become a nuisance or a hazard.~~
- ~~(vi) An undeveloped lot, tract, parcel, site, or division of land located landward of the ordinary high water mark which was established in accordance with City zoning requirements prior to the effective date of the Act and this Shoreline Master Program but which does not conform to the present lot size standards may be developed if permitted by other City land use regulations and so long as such development conforms to all other requirements of the applicable Shoreline Master Program and the Act;~~
- (vii) Structures that were legally established and are used for a conforming use but which are nonconforming with regard to setbacks, buffers or yards, area, bulk, height or density may be maintained and repaired and may be enlarged or expanded provided that said enlargement does not increase the extent of nonconformity by further encroaching upon, or extending into, areas where construction or use would not be allowed for new development or uses.
- ~~Uses and developments that were legally established and are nonconforming with regard to the use regulations of the Shoreline Master Program may continue as legal nonconforming uses. Such uses shall not be enlarged or expanded.~~
- ~~A use which is listed as a conditional use but which existed prior to adoption of the Shoreline Master Program or any relevant amendment and for which a Conditional Use Permit has not been obtained shall be considered a nonconforming use. A use which is listed as a conditional use but which existed prior to the applicability of the Shoreline Master Program to the site and for which a Conditional Use Permit has not been obtained shall be considered a nonconforming use.~~

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- (e) Nonconforming Uses. "Nonconforming use" means an existing shoreline use that was lawfully established prior to the effective date of the act or the applicable master program, but which does not conform to present use regulations due to subsequent changes to the master program. When such use exists, the following standards shall apply:
- (i) If a nonconforming use is discontinued for 12 consecutive months or for 12 months during any two-year period, the nonconforming rights shall expire and any subsequent use shall be conforming. A use authorized pursuant to subsection (6) of this section shall be considered a conforming use for purposes of this section;
 - (ii) A structure which is being or has been used for a nonconforming use may be used for a different nonconforming use only upon the approval of a Conditional Use Permit. A Conditional Use Permit may be approved only upon a finding that:
 - (A) No reasonable alternative conforming use is practical;
 - (B) The proposed use will be at least as consistent with the policies and provisions of the Act and the Shoreline Master Program and as compatible with the uses in the area as the preexisting use; and
 - (C) In addition such conditions may be attached to the permit as are deemed necessary to assure compliance with the above findings, the requirements of the Shoreline Master Program and the Shoreline Management Act and to assure that the use will not become a nuisance or a hazard.
 - (iii) Uses and developments that were legally established and are nonconforming with regard to the use regulations of the Shoreline Master Program may continue as legal nonconforming uses. Such uses shall not be enlarged or expanded.
 - (iv) A use which is listed as a conditional use but which existed prior to adoption of the Shoreline Master Program or any relevant amendment and for which a Conditional Use Permit has not been obtained shall be considered a nonconforming use. A use which is listed as a conditional use but which existed prior to the applicability of the Shoreline Master Program to the site and for which a Conditional Use Permit has not been obtained shall be considered a nonconforming use.
- (f) Nonconforming Lots. "Nonconforming lot" means a lot that met dimensional requirements of the applicable master program at the time of its establishment but now contains less than the required width, depth or area due to subsequent changes to the master program. When such lots exist, the following standards shall apply:
- (i) An undeveloped lot, tract, parcel, site, or division of land located landward of the ordinary high water mark which was established in accordance with City zoning requirements prior to the effective date of the Act and this Shoreline Master Program but which does not conform to the present lot size standards may be developed if permitted by other City land use regulations and so long as such development conforms to all other requirements of the applicable Shoreline Master Program and the Act;

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(eg) Shoreline Uses Table.

- (i) The shoreline uses table identifies the level of approval required for the specific shoreline uses described in this Chapter.
- (ii) Buffers shall be maintained in accordance with Critical Areas Appendix A-2, Chapter 6 or any other Chapters of this Appendix A-2 as appropriate within shoreline jurisdiction.
- (iii) Building setbacks are measured landward from the edges of all critical area buffers or from the edges of all critical areas, if no buffers are required according to Appendix A-2, Section 1.220.
- (iv) To provide flexibility in the application of use regulations in a manner consistent with RCW 90.58.020, a Conditional Use Permit may be provided with special conditions, as applicable (see Sections 18.68.130(2)(b) and 18.68.240)
- (v) Bulk, dimensional and performance standard exceptions are made through the variance process.
- (vi) Reasonable Use. Where project proponents would seek a "Reasonable Use" exception to their proposal, they shall seek exception process and relief through the conditional use or variance process.

	Clover Island High Intensity	Urban Conservancy	Aquatic
	Permit	Permit	Permit
Boating Facilities			
Water-dependent	SDP	SDP	SDP
Water-oriented	SDP	CUP	Prohibited
Commercial			
Water-dependent	SDP	SDP	SDP
Water-related and water-enjoyment	SDP	SDP	CUP
Non-water-oriented	SDP	CUP	Prohibited
Industrial			
Water-dependent	Prohibited	Prohibited in ED map Sections A—D/CUP Section E	Prohibited in ED map Sections A—D/CUP Section E
Water-related and water-enjoyment	Prohibited	CUP only Section E	CUP
Non-water-oriented	Prohibited	CUP only Section E	Prohibited
In-stream Structures	SDP for uses that improve ecological	CUP	CUP

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	functions CUP for all other uses		
Historic, Educational and Recreational			
Water-dependent	SDP	SDP	SDP
Water-related and water-enjoyment	SDP	SDP	CUP
Water-enjoyment - walkways and trails	SDP	SDP	CUP
Non-water-oriented(5)	SDP	CUP	Prohibited
Residential Development			
Multi-Family Residential Development	SDP	Prohibited	Prohibited
Single-Family and Duplex	Prohibited	Prohibited	Prohibited
Transportation			
Motorized (includes public transit)	SDP	SDP	CUP
Capital Facilities and Utilities			
All Utilities; Water Supply Utilities; Signage	SDP	SDP	CUP
Fill	SDP	SDP	CUP
Dredging Disposal of Dredge Material in Shoreline Jurisdiction	CUP	CUP	CUP

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1. SDP = Substantial Development Permit
2. CUP = Conditional Use Permit. Uses not specifically identified may be considered through the CUP application process (see Section 18.68.240).
- (3) Standards for Specific Shoreline Uses. Permit process, height limit, and setback requirements for uses in each shoreline environment designation shall be in accordance with the shoreline use table in Section 18.68.130 and as stated in the following sections:
 - (a) Boating Facilities and Marinas. For the purposes of this Chapter, "boating facilities" includes marinas, boat storage and launch ramp development, and accessory uses.
 - (i) For the water dependent portion of the boating facilities, Substantial Development Permits shall be required in the Clover Island High Intensity, Urban Conservancy and Aquatic Environments.

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- (ii) Non-water-oriented portions of boating facilities shall require Substantial Development Permits in the Clover Island High Intensity Environment consistent with the Clover Island High Intensity Special Area Plan Standards, and Conditional Use Permits in the Urban Conservancy Environment. Such uses shall be prohibited in the Aquatic Environment.
 - (iii) Water-dependant uses, as defined by this Shoreline Master Program, may be located within a habitat conservation area or buffer when the applicant or property owner can demonstrate compliance with Appendix A-2, Chapters 1—6.
 - (iv) Boating facilities shall be located only at sites with suitable environmental conditions, shoreline configuration, access, and neighboring uses. Such facilities shall meet health, safety, and welfare requirements. All boating facilities shall be permitted and in compliance with all local, state and federal requirements.
 - (v) Location, design and construction of new boating facilities shall avoid, when feasible, or otherwise mitigate aesthetic impacts to the shoreline that are derived from natural or cultural features, such as shoreforms, vegetative cover, and historic sites/structures.
 - (vi) Boating facilities shall not conflict with existing or planned public access opportunities. Public access is required for new marinas, particularly where water-enjoyment uses are associated with the marina, in accordance with WAC 173-26-221(4) and KMC 18.68.110(2)(e).
 - (vii) Boaters are prohibited from living in their vessels (live-aboard). Non-motorized floating homes shall not be permitted.
 - (viii) Boating facilities, and associated and accessory uses shall not be allowed if they result in a net loss of shoreline ecological functions.
 - (ix) Extended moorage on waters of the State without a lease or permission from appropriate authorities is prohibited, and any significant impacts to navigation and public access shall be mitigated.
 - (x) Special attention shall be given to the design and development of operational procedures for fuel handling and storage in order to minimize accidental spillage and provide satisfactory means for handling any spillage that does occur. A "maintenance and spill prevention and control plan" shall be required to be submitted by the applicant in order to get a shoreline permit.
 - (xi) In planning for propelled watercraft, assurances shall be made that waste disposal practices meet local and State health regulations, that the crafts are not located over highly productive fish food areas, and that the crafts are located to be compatible with the intent of the designated environments.
 - (xii) Marinas for float plane moorage shall be developed in accordance with any guidelines developed by the Washington State Department of Fisheries, Federal Aviation Administration, and U.S. Coast Guard.
- (b) Commercial Uses.
- (i) The location, design and construction of commercial uses and redevelopment shall achieve no net loss of shoreline ecological functions. For the Clover Island High Intensity Environment, the proposal shall enhance shoreline ecological functions within 12 months of completion of a new development project, consistent with the Clover Island High Intensity Special Area Plan

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Standards. Enhancement work will be conducted within the work window specified in applicable federal and state permits (typically late fall/winter time period).

- (ii) Preference shall be given first to water dependent commercial uses, second to water-related uses, and third to water-enjoyment uses.
- (iii) All commercial uses shall provide public access. Refer to WAC 173-26-221(4) and KMC 18.68.110(2)(e) for public access provisions.
- (iv) In areas designated for commercial use, non-water-oriented commercial development may be allowed if the site is physically separated from the shoreline by another property or public right-of-way.

Non-water-dependent commercial uses should not be allowed over water except in existing structures or in the limited instances where they are auxiliary to and necessary in support of water-dependent uses.

Commercial development shall not result in a net loss of shoreline ecological functions or have significant adverse impact to other shoreline uses, resources and values provided for in RCW 90.58.020 such as navigation, recreation, and public access.

Non-water-oriented commercial uses shall not be allowed unless:

- (A) The use is part of a mixed-use project that includes water-dependent uses and provides a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration and complies with other applicable use standard(s) as established in this Chapter; or
- (B) Navigability is severely limited at the proposed site; and the commercial use provides a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration.

For water-dependent commercial uses, Substantial Development Permits shall be required in the Clover Island High Intensity, Urban Conservancy and Aquatic Environments.

- (v) Non-water-oriented commercial uses shall require Substantial Development Permits in the Clover Island High Intensity Environment consistent with the Clover Island High Intensity Special Area Plan Standards, and Conditional Use Permits for deviations to these standards and in the Urban Conservancy Environment. Non-water-oriented projects shall be consistent with subsections (i) and (iv) above. Non-water-oriented projects shall be prohibited in the Aquatic Environment.
- (vi) A Substantial Development Permit shall be required for water-related and water-enjoyment commercial uses in the Urban Conservancy. A Conditional Use Permit shall be required for uses in the Aquatic Environment, consistent with the following:
 - (A) Pier and dock construction shall be restricted to the minimum size necessary to meet the needs of the proposed water-dependent use. Water-related and water-enjoyment uses may be allowed as part of mixed-use development on over-water structures where they are clearly auxiliary to, and in support of, water-dependent uses and consistent with

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minimum size requirements needed to meet the water-dependent use (WAC 173-26);
and

- (B) As Part of Mixed-Use, mixed use developments shall comply with other applicable use standard(s) as established in this Chapter.
- (vii) Water-dependent uses, as defined by this Shoreline Master Program, may be located within a habitat conservation area or buffer when the applicant or property owner can demonstrate compliance with Appendix A-2, Chapters 1—6.
- Water-related, water enjoyment, and non-water oriented commercial uses shall be required to comply with the critical area regulations, buffer and setback regulations as identified in Appendix A-2.
- (viii) Where commercial use is proposed for location on land in public ownership, public access is required.
- (c) Industrial Uses.
- (i) Priority shall be given to water-dependent industries which require use of navigable water, and then to other water-oriented industrial uses, over other industrial uses.
- (ii) New non-water-oriented industrial development shall be prohibited on shorelines except when:
- (A) The use is part of a mixed-use project that includes water-dependent uses and provides a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration or enhancement; or
- (B) Navigability is severely limited at the proposed site; and the industrial use provides a significant public benefit with respect to the Shoreline Management Act's objectives such as providing public access and ecological restoration or enhancement; or
- (C) In areas designated for industrial use, non-water-oriented industrial uses may be allowed if the site is physically separated from the shoreline by another property, public right-of-way, or a levee system maintained by or maintained under license from the federal government, the State, or a political subdivision of the State.
- (iii) Industrial facilities are prohibited in the Clover Island High Intensity Environment. Industrial facilities are prohibited in the Urban Conservancy and Aquatic Environments, except reconstructed, replaced or new facilities in shoreline segment E (Exhibit 1) where they may be allowed through a Conditional Use Permit. Only the dock/port portion of a facility may be located in the Aquatic Environment.
- (iv) The height limit for industrial uses shall be 35 feet. Industrial facilities may be able to exceed this limit through the Conditional Use process as described in Sections 18.68.240 and 18.68.110(2)(e) of this Chapter.
- (v) Water-dependent uses, as defined by this Shoreline Master Program, may be located within a habitat conservation area or buffer when the applicant or property owner can demonstrate compliance with critical areas provisions (Appendix A-2).
- (vi) The design, location, and construction of industrial uses shall include appropriate mitigation, as necessary, to assure no net loss of ecological functions.

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- (vii) Applicants for industrial uses shall consider incorporating public access as mitigation for impacts to shoreline resources and values unless public access cannot be provided in a manner that does not result in significant interference with operations or hazards to life or property, as provided in WAC 173-26-221(4). Where a proposed industrial use is on publically owned land, public access shall be required.
 - (viii) Industrial development and redevelopment will be encouraged to provide environmental cleanup and restoration of the shoreline area as part of the development, as applicable.
 - (ix) Industrial port facilities will be designed to permit viewing of shoreline areas from view-points, waterfront restaurants, and similar public facilities which will not interfere with operations or endanger public health and safety.
 - (x) The cooperative use of pre-existing docks parking, cargo handling, and water-dependent storage facilities is strongly encouraged in waterfront industrial areas. New additional parking facilities shall be located landward of the pre-existing buildings and development.
- (d) In-stream Structures. For the purposes of this Chapter, "In-stream structure" means a structure placed by humans within a stream or river waterward of the ordinary high water mark that either causes or has the potential to cause water impoundment or the diversion, obstruction, or modification of water flow. In-stream structures may include those for hydroelectric generation, irrigation, water supply, flood control, transportation, utility service transmission, fish habitat enhancement, or other purpose.

In-stream structures shall provide for the protection and preservation, of ecosystem-wide processes, ecological functions, and cultural resources, including, but not limited to, fish and fish passage, wildlife, and water resources, critical areas, hydrogeological processes, and natural scenic vistas. The location and planning of in-stream structures shall give due consideration to the full range of public interests, watershed functions and processes, and environmental concerns, with special emphasis on protecting and restoring or enhancing priority habitats and species.

- (i) Substantial Development Permits shall be required in the Clover Island High Intensity Environment consistent with the Clover Island High Intensity Special Area Plan Standards.
- (ii) Conditional Use Permits shall be required for deviations to the Clover Island High Intensity Special Area Plan Standards and in the Urban Conservancy and Aquatic Environments.
- (iii) In-stream structures shall be sited and designed consistent with appropriate engineering principles, including guidelines of the Natural Resource Conservation Service and the U.S. Army Corps of Engineers and the City of Kennewick Flood Damage Protection Code 18.93 and this Shoreline Master Program.
- (iv) Non-structural and non-regulatory methods to protect, enhance and restore shoreline ecological functions and processes and other shoreline resources shall be encouraged as an alternative to structural flood control works and in-stream structures. Nonregulatory and non-structural methods may include public facility and resource planning, land or easement acquisition, education, voluntary protection and enhancement projects, or incentive programs.
- (v) In-stream structures shall be constructed and maintained in a manner that does not degrade the quality of affected waters. The City may require reasonable conditions to achieve this objective such as setbacks, buffers, or storage basins.

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- (vi) Natural in-stream features such as snags, uprooted trees or stumps ~~should~~ **shall** be left in place unless it can be demonstrated that they are actually causing ~~deleterious~~ bank erosion or higher flood stages **which directly threaten human life, property, or infrastructure**.
- (vii) In-stream structures shall allow for normal ground water movement and surface runoff.
- (viii) In-stream structures shall preserve valuable recreation resources and aesthetic values, such as islands.
- (ix) No in-stream structure may be constructed without the developer having obtained all applicable federal, state, and local permits and approvals, including, but not limited to, an Hydraulic Project Approval (HPA) from the State Department of Fish and Wildlife.
- (e) Historic, Educational, and Recreational Uses. For the purposes of this Chapter, "historic, educational, and recreational uses" include commercial and public facilities designed and used to make such uses accessible to the public.
- (i) Shoreline recreational development shall be given priority and is primarily related to access to, enjoyment and use of the water and shorelines of the State.
- (ii) Historic, educational, and recreational uses are allowed in all environments.
- (iii) Water-dependent uses of the shoreline for historic, educational, and recreational uses are allowed with Substantial Development Permits in all environments. Water-related and water enjoyment uses will be allowed with Substantial Development Permits when consistent with the Clover Island High Intensity Special Area Plan Standards, and in the Urban Conservancy Environment, and by Conditional Use Permit in the Aquatic Environment.
- (iv) Water-dependent uses of the shoreline, as defined by this Shoreline Master Program, for historic, educational, and recreational uses that require no permanent structures may be located within a habitat conservation area or buffer when the applicant or property owner can demonstrate compliance with Appendix A-2.
- (v) Water-Oriented and Non-water-oriented projects, as part of a mixed-use project, including the Clover Island High Intensity Special Area Plan Standards, shall comply with setback and buffer standards established in Shoreline Master Program Critical Area Standards, Appendix A-2. Temporary water enjoyment structures with a 30-day or less time limit of placement (such as for boat races) may be permitted with a ten-foot shoreline setback within Clover Island High Intensity and Urban Conservancy Environment buffers.
- (vi) Walkways and trails provided that those pathways that are generally parallel to the perimeter of the wetland or shoreline may be located in the outer 25 percent of the buffer area. For the Clover Island High Intensity Environment, walkways/boardwalks can be located in the outer 50 percent of the buffer area if they are built on piling and provide mitigation as required in Shoreline Master Program Critical Area Standards, Appendix A-2.
- (vii) Trail width of ten feet maximum is allowed within the buffer area. Water dependent access is allowed within the buffer, consistent with Shoreline Master Program Critical Area Standards, Appendix A-2, and Americans with Disabilities Act (ADA) regulations.
- (viii) The Planning Official has the ability to increase the trail width or modify trail design on a case-by-case basis if:

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- (A) The additional width of the trail is located outside the required buffer, and/or
- (B) There is an established need for compliance with ADA accessible trail regulation.

In such cases, the trail shall be the minimum size necessary.

- (ix) The location, design and operation of public recreational facilities shall be conducted in a manner consistent with the purpose of the environment designation in which they are located and that assures no net loss of shoreline ecological functions of the shoreline.
 - (x) Linkage of shoreline parks and public access points through the use of linear access is encouraged.
 - (xi) To avoid wasteful use of the limited supply of recreational shoreland, parking areas shall be located inland away from the immediate edge of the water and recreational beaches. Access should be provided by walkways or other methods.
 - (xii) Recreational developments should be of such variety as to consider the diversity of demands from groups in nearby population centers. The supply of recreation facilities should be directly proportional to the proximity of population and compatible with the environment designations.
 - (xiii) Facilities for intensive recreational activities shall be provided where sewage disposal and vector control can be accomplished to meet public health standards without adversely altering the natural features attractive for recreational uses.
 - (xiv) In locating proposed new open areas which use large quantities of fertilizers and pesticides in their turf maintenance programs, provisions must be made to prevent these chemicals from entering water. If this type of facility is approved on a shoreline location, provisions shall be made for protection of water areas from drainage and surface runoff. The Planning Official may require a critical areas analysis, stormwater management plan, park management plan, or golf/turf chemical management plan as part of the project permitting review.
- (f) Residential Development.
- (i) New multi-family residential uses are permitted as a non-water-oriented use within the Clover Island High Intensity Environment consistent with the Clover Island High Intensity Special Area Plan Standards.
 - (ii) New multi-family residential developments are prohibited in Urban Conservancy and Aquatic Environments.
 - (iii) Mixed-use residential development in the Clover Island High Intensity Environment shall require the same buffer limitations as part of its water-oriented or mixed use portion.
 - (iv) The development and appropriate mitigation shall assure no net loss of shoreline ecological functions will result from new residential development.
 - (v) New over-water residences, including floating homes, are prohibited within shoreline jurisdiction.
 - (vi) The maximum density for multi-unit residential development shall not exceed 27 dwelling units per acre.

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- (vii) Single-family and duplex residential developments are prohibited in all environment designations.
- (g) Transportation.
 - (i) Substantial Development Permits shall be required for transportation facilities located in the Clover Island High Intensity and Urban Conservancy Environments. Conditional Use Permits shall be required for transportation facilities in the Aquatic Environment.
 - (ii) Motorized transportation facilities shall comply with setback and buffer standards established in Shoreline Master Program Critical Area Standards, Appendix A-2.
 - (iii) Proposed transportation and parking facilities shall be planned, located, and designed where routes shall have the least possible adverse effect on unique or fragile shoreline features, and with appropriate mitigation will not result in a net loss of shoreline ecological functions or adversely impact existing or planned water-dependent uses.
 - (iv) Circulation system planning shall include systems for pedestrian, bicycle, and public transportation where appropriate. Circulation planning and projects should support existing and proposed shoreline uses that are consistent with this Chapter.
 - (v) Parking facilities in shorelines are not a preferred use and shall be allowed only as necessary to support an authorized use. Environmental and visual impacts of parking facilities shall be minimized.
 - (vi) Whenever feasible, major highways, freeways, and railways should be located away from shorelands, except in port and heavy industrial areas, so that shoreland roads may be reserved for slow-moving recreational traffic.
 - (vii) Transportation and parking plans and projects shall be consistent with the public access policies, public access plan, and environmental protection provisions of this Chapter.
 - (viii) Where feasible, transportation corridors should be located upland to reduce pressures for the use of waterfront sites.
- (h) Capital Facilities and Utilities. Definition: Utilities are services and facilities that produce, convey, store or process such things as power, natural gas, sewage, communications, oil and waste. Capital facilities include wastewater treatment plants, bridges, water reservoirs, electrical substations, and gas regulating stations. On-site utility features serving a primary use such as a water, sewer or gas line to a development are "accessory utilities" and shall be considered part of the use.
 - (i) Substantial Development Permits shall be required for utilities within the Clover Island High Intensity and Urban Conservancy Environments. A Conditional Use Permit shall be required for utilities located in the Aquatic Environment.
 - (ii) Utilities supporting water-dependent uses, as defined by this Shoreline Master Program, may be located within a habitat conservation area or buffer when the applicant or property owner can demonstrate compliance with Shoreline Master Program Critical Area Standards (Appendix A-2). Utilities shall also comply with setback and buffer standards established in Appendix A-2.
 - (iii) The design, location, and construction of utility facilities with appropriate mitigation shall be conducted in such a manner as to assure no net loss of shoreline ecological functions, preserve

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the natural landscape and minimize conflicts with present and planned land and shoreline uses while meeting the needs of future populations in areas planned to accommodate growth.

- (iv) Utilities shall be located in existing rights-of-way and corridors whenever feasible.
- (v) Utility production and processing facilities, such as power plants and sewage treatment plants, or parts of those facilities that are non-water-oriented, such as pumping stations, are prohibited in shoreline jurisdiction, unless it can be demonstrated that no other feasible option is available. Stormwater outfall infrastructure is allowed.
- (vi) Expansions or upgrades of existing wastewater treatment facility outfalls shall be allowed.
- (vii) Transmission facilities for the conveyance of services, such as power lines, communication cables, and pipelines, shall be located outside of shoreline jurisdiction where feasible, and when necessarily located within the shoreline area shall with appropriate mitigation assure no net loss of shoreline ecological functions.
- (viii) Over-water utility crossings shall be allowed only when no feasible alternative exists.
- (ix) New utilities or the substantial expansion of existing utilities shall:
 - (A) Be located underground or under water, if feasible;
 - (B) Utilize low impact, low profile design and construction methods; and
 - (C) Be consistent with all applicable federal, state and local regulations.
- (x) Maintenance and replacement of existing utilities shall be exempt from subsections (viii)(A) and (viii)(B) above.
- (xi) Transmission facilities for the conveyance of services, such as power lines, cables, and pipelines, shall be located outside of the shoreline area where feasible and when necessarily located within the shoreline area shall assure no net loss of shoreline ecological functions.
- (i) Fill Practices.
 - (i) Substantial Development Permits shall be required for proposed fill projects within the Clover Island High Intensity and Urban Conservancy Environments. A Conditional Use Permit shall be required for proposed fill projects located in the Aquatic Environment.
 - (ii) See Section 18.68.120(3)(c) for additional requirements.
- (j) Dredging and Disposal of Dredge Material Practices.
 - (i) A Conditional Use Permit shall be required for proposed dredge and dredge material disposal projects located in the Clover Island High intensity, Urban Conservancy, and Aquatic Environments.
 - (ii) See Section 18.68.120(3)(e) for additional requirements.

(Ord. 5281 Sec. 1, 2009)

PART III: - ADMINISTRATION

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18.68.210: - Administrative Provisions.

- (1) All proposed uses and development occurring within shoreline jurisdiction must conform to Chapter 90.58 RCW, the Shoreline Management Act, and this Shoreline Master Program, regardless of whether a Substantial Development Permit, Conditional Use Permit or variance is required.
- (2) The provisions of this section are minimum requirements and are not intended to limit the City's ability to permit other uses and developments within this Shoreline Master Program as shoreline conditional uses or shoreline variances where necessary or appropriate.
- (3) The Planning Official shall administer this Chapter and may adopt such rules and make interpretations as deemed necessary to carry out its provisions.

(Ord. 5281 Sec. 1, 2009)

18.68.215: - SEPA Procedures.

- (1) Whenever an application for shoreline Substantial Development Permit, Conditional Use Permit, variance or exemption is subject to the rules and regulations of SEPA (RCW 43.21(C)), the review requirements of SEPA, including time limitations, shall apply.
- (2) Applications for shoreline permit(s) or approval(s) that are not categorically exempt under SEPA shall be subject to environmental review by the City pursuant to WAC 197-11 and KMC Chapter 4.08.
- (3) As part of the SEPA review, the Planning Official may require additional information regarding the proposed development in accordance with WAC 197-11 and KMC Chapter 4.08.
- (4) Failure of the applicant/proponent to submit sufficient information for the City to make a threshold determination shall be grounds for the responsible official to determine the application incomplete.

(Ord. 5281 Sec. 1, 2009)

18.68.220: - Shoreline Map.

The shorelines within the City and corresponding environment designations may be identified on an official shoreline map. Copies of the maps are available to the public at all reasonable times for inspection at the City of Kennewick Planning Department at 210 West 6th Avenue, Kennewick, WA 99336. These maps are available during the City Hall's normal business hours. Copies of portions thereof, or of the complete set, will be available from the Planning Department at the expense of the party requesting the same. The shoreline jurisdictional boundary shall be reviewed on a case-by-case basis for individual developments and permits.

(Ord. 5281 Sec. 1, 2009)

18.68.230: - Application for Substantial Development Permits.

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(1) An applicant desiring to begin a new substantial development within the shoreline jurisdiction must apply to the Planning Official for a shoreline Substantial Development Permit. The application must comply with Section 18.68.260 of this Chapter.

- (a) A Substantial Development Permit shall be granted only when the development proposed is consistent with:
 - (i) The policies and procedures of the Shoreline Management Act;
 - (ii) The provisions of this regulation; and
 - (iii) The adopted Shoreline Master Program for Kennewick's shoreline.

(2) Notice of Application. After filing a proper application, the City must publish notice thereof at least once a week on the same day of the week for two consecutive weeks in a newspaper of general circulation within the City. The City must also mail written notice to the Clover Island Yacht Club, Port of Kennewick, Audubon Society, Park and Recreation Commission, and all property owners within 300 feet of the proposed substantial development. The City may require an applicant to give notice at his or her expense.

Any interested person shall be allowed to submit comments regarding the application, or contact the Planning Official to request a copy of the action taken upon the application. All persons who submit their views and all others who notify the Planning Official within 30 days of the last date of publication of the notice are entitled to receive a copy of the action taken upon the application.

(3) Duties of the Hearing Examiner. The Planning Official shall make recommendations based on this Shoreline Master Program and transmit such recommendations to the Hearing Examiner within a reasonable time after the end of the 30-day notice period. The Hearing Examiner shall consider the proposed substantial development based on information from: the application; written comments from interested parties during the public comment period; independent study of the Planning Department; and views expressed during any public hearing which may be held by the Hearing Examiner. The Hearing Examiner may request additional information. After the review, the

Hearing Examiner shall approve, conditionally approve, or deny permits; provided that if the Hearing Examiner does not wish to follow the recommendations of the Planning Official, it may refer the matter back to the Planning Official for reconsideration. Upon receipt of the further recommendations of the Planning Official the Hearing Examiner shall then adopt the recommendation or consider the matter at its own public hearing. The Hearing Examiner may rescind any permit upon the finding that the applicant has not complied with the conditions of the permit. All permits entailing a variance or conditional use under the approved Shoreline Master Program shall be submitted to Ecology for its approval or disapproval.

(4) Notice of Action. The City must notify the following persons in writing of any final approval or denial of a permit:

- (a) The applicant;
- (b) Ecology;

(c) [\(i\) Notification shall be done using return receipt requested mail.](#)

Commented [AM22]: Checklist – 2017 d.

(c) The Washington State Attorney General;

[\(i\) Notification shall be done using return receipt requested mail.](#)

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(d) Any person who has submitted written comments upon the application during the public comment period; and

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- (e) Any person who has written the Planning Department requesting notification.
- (5) Building Permits Delayed. No building permit may be issued within 30 days of issuing a shoreline Substantial Development Permit or until all review proceedings initiated within those 30 days are terminated. Nothing in this permit shall be construed as excusing the applicant from compliance with any local, state, or federal statutes, ordinances or regulations applicable to the proposed substantial development.
- (6) Appeals. Any person aggrieved by the granting, denying, or rescinding of a shoreline development permit may seek review by filing a request for review with the Shorelines Hearings Board, Ecology and the Attorney General within 30 days of receipt of the final order.

(Ord. 5322 Sec. 64, 2010; Ord. 5281 Sec. 1, 2009)

18.68.240: - Application for Conditional Use Permits.

- (1) The purpose of a Conditional Use Permit is to provide a system within the Shoreline Master Program which allows flexibility in the application of use regulations in a manner consistent with the policies of RCW 90.58.020. In authorizing a conditional use, special conditions may be attached to the permit by the City to prevent undesirable effects of the proposed use and/or to assure consistency of the project with the Act and the local Shoreline Master Program.
- (2) Uses which are classified or set forth in this Shoreline Master Program as conditional uses and unlisted uses may be authorized, provided, that the applicant demonstrates all of the following:
 - (a) That the proposed use is consistent with the policies of RCW 90.58.020 and the Shoreline Master Program;
 - (b) That the proposed use shall not interfere with the normal public use of public shorelines;
 - (c) That the proposed use of the site and design of the project is compatible with other authorized uses within the area and with uses planned for the area under the Comprehensive Plan and Shoreline Master Program;
 - (d) That the proposed use shall cause no significant adverse effects to the shoreline environment in which it is to be located; and
 - (e) That the public interest suffers no substantial detrimental effect.
- (3) In the granting of all Conditional Use Permits, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example, if Conditional Use Permits were granted for other developments in the area where similar circumstances exist, the total of the conditional uses shall also remain consistent with the policies of RCW 90.58.020 and shall not produce substantial adverse effects to the shoreline environment.
- (4) Other uses which are not classified or set forth in this Shoreline Master Program may be authorized as conditional uses, provided, the applicant can demonstrate consistency with the requirements of this section and the requirements for conditional uses contained in the Shoreline Master Program.
- (5) Uses which are specifically prohibited by the Shoreline Master Program may not be authorized pursuant to either subsection (2) or (3) of this section.

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- (6) Conditional Use Permits shall be processed as administrative permit applications with public notice and comment pursuant to KMC Chapter 18.42 and shall meet the approval criteria listed in this section. The Planning Official shall issue the permit and administrative appeals shall be heard by the Hearing Examiner. Non-administrative appeals are heard by the Shoreline Hearings Board.
- (7) All notification shall be in accordance with WAC 173-27-110, [WAC 173-27-130](#) and KMC Section 4.12.090.

Commented [AM24]: Checklist – 2017 d.

(Ord. 5322 Sec. 65, 2010; Ord. 5281 Sec. 1, 2009)

18.68.250: - Application for Variance.

The purpose of a Variance Permit is strictly limited to granting relief from specific bulk, dimensional or performance standards set forth in this Shoreline Master Program where there are extraordinary or unique circumstances relating to the physical character or configuration of property such that the strict implementation of the Shoreline Master Program shall impose unnecessary hardships on the applicant or thwart the policies set forth in RCW 90.58.020. Variances may be authorized, provided, the applicant can demonstrate compliance with the following:

- (1) Variance Permits shall be granted in circumstances where denial of the permit would result in a thwarting of the policy enumerated in RCW 90.58.020. In all instances the applicant must demonstrate that extraordinary or unique circumstances exist and the public interest shall suffer no substantial detrimental effect.
- (2) Variance Permits for development and/or uses that will be located landward of the ordinary high water mark, as defined in RCW 90.58.030(2)(b), and/or landward of any wetland as defined in RCW 90.58.030(2)(h), may be authorized, provided, the applicant can demonstrate all of the following:
 - (a) That the strict application of the bulk, dimensional or performance standards set forth in the applicable Shoreline Master Program precludes, or significantly interferes with, reasonable use of the property;
 - (b) That the hardship described in (a) of this subsection is specifically related to the property, and is the result of unique conditions such as irregular lot shape, size, or natural features and the application of the Shoreline Master Program, and not, for example, from deed restrictions or the applicant's own actions;
 - (c) That the design of the project is compatible with other authorized uses within the area and with uses planned for the area under the Comprehensive Plan and Shoreline Master Program and will not cause adverse impacts to the shoreline environment;
 - (d) That the variance shall not constitute a grant of special privilege not enjoyed by the other properties in the area; and
 - (e) That the variance requested is the minimum necessary to afford relief.
- (3) Variance Permits for development and/or uses that will be located waterward of the ordinary high water mark, as defined in RCW 90.58.030(2)(b), or within any wetland as defined in RCW 90.58.030 (2)(h), may be authorized, provided, the applicant can demonstrate all of the following:
 - (a) That the strict application of the bulk, dimensional or performance standards set forth in the applicable Shoreline Master Program precludes all reasonable use of the property;

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- (b) That the proposal is consistent with the criteria established under subsection (2)(b) through (e) of this section; and
- (c) That the public rights of navigation and use of the shorelines will not be adversely affected.
- (4) In the granting of all Variance Permits, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example, if variances were granted to other developments and/or uses in the area where similar circumstances exist, the total of the variances shall also remain consistent with the policies of RCW 90.58.020 and shall not cause substantial adverse effects to the shoreline environment.
- (5) Variances from the use regulations of the Shoreline Master Program are prohibited.
- (6) Variance Permits will be processed as administrative permit applications with public notice and comment pursuant to KMC Chapters 18.42 and 18.54, and shall meet the approval criteria listed in Section 18.68.250(2) above. The Planning Official will issue the permit and administrative appeals will be heard by the Hearing Examiner.
- (7) All notification shall be in accordance with WAC 173-27-110, [WAC 173-27-130](#) and KMC Chapter 4.12.090.

Commented [AM25]: Checklist – 2017 d.

(Ord. 5322 Sec. 66, 2010; Ord. 5281 Sec. 1, 2009)

18.68.255: - Special Procedures for WSDOT Projects.

- (1) [Permit review time for projects on a state highway. Pursuant to RCW 47.01.485, the Legislature established a target of 90 days review time for local governments.](#)
- (2) [Optional process allowing construction to commence twenty-one days after date of filing. Pursuant to RCW 90.58.140, Washington State Department of Transportation projects that address significant public safety risks may begin twenty-one days after the date of filing if all components of the project will achieve no net loss of shoreline ecological functions.](#)

Commented [AM26]: Checklist – 2015 a.

18.68.260: - Application Requirements for Substantial Development, Conditional Use, or Variance Permits.

A complete application for a Substantial Development, Conditional Use, or Variance Permit shall contain, as a minimum, the following information:

- (1) The name, address and phone number of the applicant. The same information is required for the applicant's representative if other than the applicant or owner;
- (2) A site plan that includes the location and legal description of the proposed substantial development;
- (3) The present use of the property;
- (4) A description of the proposed substantial development including description of adjacent uses, structures and improvements;
- (5) A brief statement explaining how the proposed substantial development is consistent with the Shoreline Management Act;
- (6) The signature of the applicant or his or her agent;

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- (7) Documentation to demonstrate completion of a Critical Areas' evaluation and, if necessary, Critical Areas' report and/or other information as required under Appendix A-2;
- (8) Any further information required by 173-26 WAC, along with other information that may be reasonably necessary to process the application;
- (9) A fee in accord with the adopted fee schedule;
- (10) A site development plan consisting of maps and elevation drawings, drawn to an appropriate scale, to depict clearly all required information, photographs, and text which shall include:
 - (a) The boundary of the parcel(s) of land upon which the development is proposed;
 - (b) The ordinary high water mark of all water bodies located adjacent to or within the boundary of the project. This may be an approximate location, provided that for any development where a determination of consistency with the applicable regulations requires a precise location of the ordinary high water mark the mark shall be located precisely and the biological and hydrological basis for the location as indicated on the plans shall be included in the development plan. Where the ordinary high water mark is neither adjacent to or within the boundary of the project, the plan shall indicate the distance and direction to the nearest ordinary high water mark of a shoreline;
 - (c) Existing and proposed land contours. The contours shall be at intervals sufficient to accurately determine the existing character of the property and the extent of proposed change to the land that is necessary for the development. Areas within the boundary that will not be altered by the development may be indicated as such and contours approximated for that area;
 - (d) A delineation of all wetland areas that will be altered or used as a part of the development;
 - (e) A general indication of the character of vegetation found on the site;
 - (f) The dimensions and locations of all existing and proposed structures and improvements, including, but not limited to; buildings, paved or graveled areas, roads, utilities, septic tanks and drainfields, material stockpiles or surcharge, and stormwater management facilities;
 - (g) Where applicable, a landscaping plan for the project;
 - (h) Where applicable, plans for development of areas on or off the site as mitigation for impacts associated with the proposed project shall be included and contain information consistent with the requirements of this section;
 - (i) Quantity, source and composition of any fill material that is placed on the site whether temporary or permanent;
 - (j) Quantity, composition and destination of any excavated or dredged material;
 - (k) A vicinity map showing the relationship of the property and proposed development or use to roads, utilities, existing developments and uses on adjacent properties;
 - (l) Where applicable, a depiction of the impacts to views from existing residential uses and public areas; and
 - (m) On all variance applications the plans shall clearly indicate where development could occur without approval of a variance, the physical features and circumstances on the property that provide a basis for the request, and the location of adjacent structures and uses.

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(Ord. 5281 Sec. 1, 2009)

18.68.270: - Cumulative Effects of Shoreline Development.

- (1) The Planning Department shall, to the extent feasible, cooperate with adjacent jurisdictions to assess cumulative effects of shoreline development throughout the region.
- (2) The Planning Official shall track development annually and every three years shall prepare a report that summarizes cumulative effects of authorized development on shoreline conditions, and also identifies restoration and/or enhancement projects that have been completed. The report shall be submitted for information to the Cities of Pasco and Richland, Benton County, the Port of Kennewick, Ecology, Washington Department of Fish and Wildlife, the U.S. Army Corps of Engineers, and the Yakama Nation and Confederated Tribes of the Umatilla Indian Reservation.

(Ord. 5281 Sec. 1, 2009)

18.68.280: - Shoreline Exemptions.

- (1) An exemption from a Substantial Development Permit process is not an exemption from compliance with the Act or this Shoreline Master Program, or from any other regulatory requirements. To be authorized, all uses and developments must be consistent with the policies and regulatory provisions of this Shoreline Master Program and the Act. An exemption from the requirement to obtain a substantial development permit is not an exemption from the requirement to obtain a conditional use permit or variance. The burden of proof that a development or use is exempt from the permit process is on the applicant. If any part of a proposed development is not eligible for exemption, then a substantial development permit is required for the entire proposed development project. The Planning Official may attach conditions to the approval of exempted developments and/or uses as necessary to assure consistency of the project with the Act and this Master Program.
- (2) The following activities shall be considered exempt from the requirement to obtain a shoreline Substantial Development Permit:
 - ~~(a) Environmental Excellence Program agreements (RCW 90.58.045): Notwithstanding any other provision of law, any legal requirement under this Chapter, including any standard, limitation, rule, or order is superseded and replaced in accordance with the terms and provisions of an environmental excellence program agreement, entered into under Chapter 43.21K RCW;~~
 - ~~(b) Energy Facility Site Evaluation Council - RCW 90.58.140(9): The holder of a certification from the governor pursuant to Chapter 80.50 RCW;~~
 - ~~(c) Hazardous Substance Remedial Actions - RCW 90.58.355: Any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to Chapter 70.105D RCW, or to Ecology when it conducts a remedial action under Chapter 70.105D RCW;~~
 - (d_a) Emergency Water Withdrawals and Facilities - RCW 90.58.370: All state and local agencies with authority to issue permits or other authorizations in connection with emergency water withdrawals and facilities authorized under RCW 43.83B.410 shall expedite the processing of such permits or authorizations in keeping with the emergency nature of such requests and shall provide a decision to the applicant within 15 calendar days of the date of application;**

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- (e**b**) Secure Community Transition Facilities - RCW 90.58.390: To meet an emergency caused by the need to expeditiously site facilities to house sexually violent predators who have been committed under Chapter 71.09 RCW, secure community transition facilities sited pursuant to the preemption provisions of RCW 71.09.342 and secure facilities sited pursuant to the preemption provisions of RCW 71.09.250;
- (f**c**) Fish Habitat Enhancement Projects - RCW 77.55.181(4): Fish habitat enhancement projects that meet the criteria of subsection (2)(a) of this section and that are reviewed and approved according to the provisions of this section when meeting the criteria further found in WAC 173-27-040(2)(p);
- (g**d**) Normal maintenance or repair of existing structures or developments, including damage by accident, fire or elements. Normal maintenance includes those usual acts to prevent a decline, lapse or cessation from a lawfully established condition. Normal repair means to restore a development to a state comparable to its original condition within a reasonable period after decay or partial destruction, except where repair causes substantial adverse effects to the shoreline resource or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development, including, but not limited to, its size, shape, configuration, location and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or the environment;
- (h**e**) Emergency construction necessary to protect property from damage by the elements. An emergency is an unanticipated and imminent threat to public health, safety or the environment that requires immediate action within a time too short to allow full compliance with this Shoreline Master Program. Emergency construction does not include development of new permanent protective structures where none previously existed. Where new protective structures are deemed by the Planning Official to be the appropriate means to address the emergency situation, upon abatement of the emergency situation the new structure shall be removed or any permit that would have been required, absent an emergency, pursuant to RCW 90.58, WAC 173-27, or this Shoreline Master Program, shall be obtained. All emergency construction shall be consistent with the policies of RCW 90.58 and this Shoreline Master Program. As a general matter, flooding or other seasonal events that can be anticipated and may occur, but that are not imminent, are not an emergency;
- (i**f**) Construction or modification, by or under the authority of the Coast Guard or a designated port management authority, of navigational aids such as channel markers and anchor buoys;
- (j**i**) Operation, maintenance, or construction of canals, waterways, drains, reservoirs, or other facilities that now exist or are hereafter created or developed as a part of an irrigation system for the primary purpose of making use of system waters including return flow and artificially stored ground water for the irrigation of lands, provided that this exemption shall not apply to construction of new irrigation facilities proposed after December 17, 2003;
- (k**k**) Construction of a dock, including a community dock, designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or contract purchaser of ~~single-family and multiple multiple-family residences.~~ A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities or other appurtenances. This exception applies if the fair market value of the dock does not exceed either:

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(i) ~~the cost of which does not exceed \$1020,000.00~~ the value identified in RCW 90.58.030(3)(e)(vii) for docks that are constructed to replace existing docks, are of equal or lesser square footage that the existing dock being replaced; or

(ii) ~~\$10,000~~ the value of identified in 90.58.030(3)(e)(vii) for all other docks

However, ~~but~~ if subsequent construction ~~having a fair market value exceeding \$2,500.00~~ occurs within five years of completion of the prior construction, ~~and the combined fair market value of the subsequent and prior construction exceeds the amount specified above,~~ the subsequent construction shall be considered a substantial development for the purpose of this Chapter. ~~A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities or other appurtenances;~~

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- (ii) The marking of property lines or corners on state-owned lands, when such marking does not significantly interfere with normal public use of the surface of the water;
- (mm) The process of removing or controlling aquatic noxious weeds, as defined in RCW 17.26.020, through the use of a herbicide or other treatment methods applicable to weed control that is recommended by a final environmental impact statement published by the Department of Agriculture or the Department of Ecology jointly with other state agencies under RCW 43.21C, provided that removal and/or control methods comply with the requirements outlined in the WDFW HPA pamphlet permit Aquatic Plant and Fish;
- (ka) Site exploration and investigation activities that are a prerequisite to preparation of an application for development authorization under this Chapter, if:
- (i) The activity does not interfere with the normal public use of the surface waters;
 - (ii) The activity will have no significant adverse impact on the environment including, but not limited to, fish, wildlife, fish or wildlife habitat, water quality, and aesthetic values;
 - (iii) The activity does not involve the installation of a structure, and upon completion of the activity the vegetation and land configuration of the site are restored to conditions existing before the activity;
 - (iv) A private entity seeking development authorization under this section first posts a performance bond or provides other evidence of financial responsibility to the local jurisdiction to ensure that the site is restored to preexisting conditions; and
 - (v) The activity is not subject to the permit requirements of RCW 90.58.550;
- (le) Any development of which does not meet the definition of "Substantial Development" found in 18.68.040(40);
- (mp) Operation and maintenance of any system of dikes, ditches, drains, or other facilities existing on September 8, 1975, which were created, developed or utilized primarily as a part of an agricultural drainage or diking system;
- (nq) Any project with a certification from the governor pursuant to Chapter RCW 80.50;
- (of) Watershed restoration projects as defined herein. Local government shall review the projects for consistency with the Shoreline Master Program in an expeditious manner and shall issue its decision along with any conditions within 45 days of receiving all materials necessary to review the request for exemption from the applicant. No fee may be charged for accepting and processing requests for

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exemption for watershed restoration projects as used in this section and must meet the criteria further found in WAC 173-27-040(2)(o).

- (p) [The external or internal retrofitting of an existing structure with the exclusive purpose of compliance with the Americans with Disabilities Act of 1990 \(42 U.S.C. Sec. 12101 et seq.\) or to otherwise provide physical access to the structure by individuals with disabilities.](#)

Commented [AM30]: Checklist – 2016 a.

(Ord. 5281 Sec. 1, 2009)

18.68.285: - Developments not Required to Obtain Shoreline Permits or Local Reviews

- (1) [Requirements to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other review to implement the Shoreline Management Act do not apply to the following:](#)
 - (a) [Remedial Actions. Pursuant to RCW 90.58.355, any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to Chapter 70.105D RCW, or to the Department of Ecology when it conducts a remedial action under Chapter 70.105D RCW;](#)
 - (b) [Boatyard Improvements to Meet NPDES Permit Requirements. Pursuant to RCW 90.58.355, any person installing site improvements for storm water treatment in an existing boatyard facility to meet requirements of a national pollutant discharge elimination system storm water general permit;](#)
 - (c) [WSDOT Facility Maintenance and Safety Improvements. Pursuant to RCW 90.58.356, Washington State Department of Transportation projects and activities meeting the conditions of RCW 90.58.356 are not required to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other local review;](#)
 - (d) [Projects consistent with an environmental excellence program agreement pursuant to RCW 90.58.045; and](#)
 - (e) [Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to chapter 80.50 RCW.](#)

Commented [AM31]: Checklist - 2017 c.

18.68.290: - Legal Provisions.

- (1) Violations and Penalties.
 - (a) In the event any person violates any of the provisions of this Chapter, the City may issue a correction notice to be delivered to the owner or operator, or to be conspicuously posted at the site. In a non-emergency situation, such notice may include notice of the intent to issue a stop work order no less than ten calendar days following the receipt of the correction notice. In an emergency situation where there is a significant threat to public safety or the environment, the City may issue a stop work order. The stop work order shall include, in writing, the right to request an administrative review within 72 hours following receipt of the stop work order.
 - (b) In addition to incurring civil liability under Section 18.68.290(2) below and RCW 90.58.210, pursuant to RCW 90.58.220 any person found to have willfully engaged in activities on shorelines of the State in violation of the provisions of the Act or of this Shoreline Master Program, or other regulations adopted pursuant thereto shall be punished by:
 - (i) A fine of not less than \$25.00 or more than \$1,000.00;

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- (ii) Imprisonment in the City jail for not more than 90 days; or
 - (iii) Both such fine and imprisonment; provided that, the fine for the third and all subsequent violations in any five-year period shall not be less than \$500.00 nor more than \$10,000.00. Provided further, that fines for violations of RCW 90.58.550, or any rule adopted thereunder, shall be determined under RCW 90.58.560. Each permit violation or each day of continued development without a required permit shall constitute a separate violation.
 - (c) The penalty provided in Subsection B shall be assessed and may be imposed by a notice in writing, either by certified mail with return receipt requested or by personal service, to the person incurring the same. The notice shall include the amount of the penalty imposed and shall describe the violation with reasonable particularity. In appropriate cases, corrective action shall be taken within a specific and reasonable time.
 - (d) Within 30 calendar days after the notice is received, the person incurring the penalty may apply in writing to the City for remission or mitigation of such penalty. Upon receipt of the application, the City may remit or mitigate the penalty upon whatever terms the City, in its discretion, deems proper. The City's final decision on mitigation or revisions may be reviewed by the Hearing Examiner if the aggrieved party files a written appeal therewith of said decision within ten calendar days of its issuance.
 - (e) If work activity has occurred on a site in violation of this Shoreline Master Program, prompt corrective action, restoration, or mitigation of the site will be required when appropriate. If this provision is not complied with, the City may restore or mitigate the site and charge the responsible person for the full cost of such an activity. Additionally, any and all permits or approvals issued by the City may be denied for that site for a period of up to six years.
 - (f) The City may suspend or revoke a permit if the applicant violates the conditions or limitations set forth in the permit or exceeds the scope of the work set forth in the permit.
 - (g) Any person who willfully violates any court order or regulatory order of injunction issued pursuant to this Shoreline Master Program shall be subject to a fine of not more than \$5,000.00, imprisonment in the County jail for not more than 90 days, or both.
- (2) Remedies.
- (a) The City Attorney or Planning Official, where authorized, shall bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the shorelines of the State located within City of Kennewick in conflict with the provisions of this Shoreline Master Program, the Act, or other regulations adopted pursuant thereto, and to otherwise enforce the provisions of this Shoreline Master Program.
 - (b) Any person subject to the regulatory provisions of this Shoreline Master Program or the Act who violates any provision thereof, or permit, or permit condition issued pursuant thereto, shall be liable for all damage to public or private property arising from such violation, including the cost of restoring the affected area to its condition prior to violation. The City Attorney shall bring suit for damages under this section on their own behalf and on the behalf of all persons similarly situated. If liability has been established for the cost of restoring an area affected by a violation, the court shall make provision to assure that restoration will be accomplished within a reasonable time at the expense of the violator. In addition to such relief, including money damages, the court, in its discretion, may award attorney's fees and costs of the suit to the prevailing party.

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- (c) A person who fails to conform to the terms of a Substantial Development Permit, Conditional Use Permit or variance issued under RCW 90.58.140, who undertakes a development or use on shorelines of the State without first obtaining any required permit or authorization, or who fails to comply with a stop work order may be subject to a civil penalty. The penalty shall be imposed pursuant to the procedure set forth in WAC 173-27-280 and become due and recovered as set forth in WAC 173-27-290(3) and (4). Persons incurring a penalty may appeal the same to the Shoreline Hearings Board or the City Council pursuant to WAC 173-27-290(1) and (2).
- (d) Any order, requirement or determination by the City pursuant to Section 18.68.290(1) - Violations and Penalties may be appealed in accordance with the provisions of 18.68.230(7).

(Ord. 5281 Sec. 1, 2009)

See Community Planning
Online Codes and Standards
For Appendices Or Hard
Copy In Front Office of the
Community Planning
Department

Appendix A-2 City of Kennewick Shoreline Critical Areas Regulations

KMC 18.58 - CRITICAL AREAS – GENERAL PROVISIONS

KMC 18.59 – CRITICAL AREAS – WETLANDS

KMC 18.60 – CRITICAL AREAS – CRITICAL AQUIFER RECHARGE AREAS

KMC 18.61 – CRITICAL AREAS – FREQUENTLY FLOODED AREAS

KMC 18.62 – CRITICAL AREAS – GEOLOGICALLY HAZARDOUS AREAS

KMC 18.63 – CRITICAL AREAS – FISH AND WILDLIFE HABITAT CONSERVATION AREAS

CHAPTER 18.58 CRITICAL AREAS—GENERAL PROVISIONS

18.58.010: Definitions.

Words not defined in this Title shall be as defined in the Kennewick Municipal Code, the Washington Administrative Code, or the Revised Code of Washington. Words not found in these codes shall be as defined in the Webster's Third New International Dictionary, latest edition. The definitions are as follows:

- (1) *Adaptive Management*. Adaptive management relies on scientific methods to evaluate how well regulatory and non-regulatory actions protect the critical area. An adaptive management program is a formal and deliberate scientific approach to taking action and obtaining information in the face of uncertainty.
- (2) *Adjacent* means immediately adjoining (in contact with the boundary of the influence area) or within a distance that is less than that needed to separate activities from critical areas to ensure protection of the functions and values of the critical areas. Adjacent shall mean any activity or development 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;
 - (c) A distance equal to or less than one-half mile (2,640 feet) (distance of 2,640 feet is based on Department of Fish and Wildlife "Management Recommendations for Washington's Priority Species, Volume IV: Birds") from a bald eagle nest;
 - (d) A distance equal to or less than 200 feet upland from a stream, wetland, or water body;
 - (e) Bordering or within the floodway, floodplain or channel migration zone; or
 - (f) A distance equal to or less than 200 feet (distance of 200 feet was established based upon a review of Department of Fish and Wildlife "Management Recommendations for Washington's Priority Habitats: Riparian," 1997; and Department of Ecology "Wetland Buffers: Use and Effectiveness," 1992; and City of Kennewick specific conditions) from a critical aquifer recharge area.
- (3) *Advance Mitigation*. Mitigation of an anticipated critical area impact or hazard completed according to an approved report or other applicable information and prior to site development.
- (4) *Alteration*. Any human induced change in an existing condition of a critical area or its buffer. Alterations include, but are not limited to grading, filling, channelizing, dredging, clearing (vegetation), construction, compaction, excavation or any other activity that changes the character of the critical area.
- (5) *Applicant* is a person who files an application for permit under this Title and who is either the owner of the land on which that proposed activity would be located, a contract purchaser, or the authorized agent of such a person.
- (6) *Aquifer* is a geological formation, group of formations or part of formation that is capable of yielding a significant amount of water to a well or spring.
- (7) *Aquifer, Confined* is an aquifer bounded above and below by beds of distinctly lower permeability than that of the aquifer itself and that contains ground water under sufficient pressure for the water to rise above the top of the aquifer.

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- (8) *Aquifer Recharge Areas* are areas that, due to the presence of certain soils, geology, and surface water, act to recharge ground water by percolation.
- (9) *Aquifer Susceptibility* means the ease with which contaminants can move from the land surface to the aquifer based solely on the types of surface and subsurface materials in the area. Susceptibility usually defines the rate at which a contaminant will reach an aquifer unimpeded by chemical interactions with the vadose zone media.
- (10) *Aquifer, Unconfined* means an aquifer not bounded above by a bed of distinctly lower permeability than that of the aquifer itself and containing ground water under pressure approximately equal to that of the atmosphere. This term is synonymous with the term "water table aquifer."
- (11) *Base Flood* means a flood event having a one-percent chance of being equaled or exceeded in any given year, also referred to as the 100-year flood. Designations of base flood areas on flood insurance map(s) always include the letters A or V.
- (12) *Best Available Science* means a 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 925. Sources of best available science are included in "Citations of Recommended Sources of Best Available Science for Designating and Protecting Critical Areas" published by the state Office of Community Development.
- (13) *Best Management Practices (BMPs)* means conservation practices or systems of practices and management measures that:
- (a) Control soil loss and reduce water quality degradation caused by high concentrations of nutrients, animal waste, toxics, and sediment;
 - (b) Minimize adverse impacts to surface water and ground water flow, circulation patterns, and to the chemical, physical, and biological characteristics of wetlands;
 - (c) Protect trees and vegetation designated to be retained during and following site construction; and
 - (d) Provide standards for proper use of chemical herbicides within critical areas.
- The City of Kennewick shall monitor the application of best management practices to ensure that the standards and policies of this Title are adhered to.
- (14) *Buffer or Buffer Zone* is an area contiguous to and protects a critical habitat that is required for the continued maintenance, functioning, and/or structural stability of a critical area.
- (15) *Compensation Project* are actions necessary to replace project-induced critical area and buffer losses, including land acquisition, planning, construction plans, monitoring and contingency actions.
- (16) *Compensatory Mitigation* means replacing project-induced critical wetland habitat losses or impacts, and includes, but is not limited to, the following:
- (a) Restoration: Actions performed to reestablish wetland functional characteristics and processes that have been lost by alterations, activities, or catastrophic events within an area that no longer meets the definition of a wetland.
 - (b) Creation: Actions performed to intentionally establish a wetland at a site where it did not formerly exist.
 - (c) Enhancement: Actions performed to improve the condition of existing degraded wetlands so that the functions they provide are of a higher quality.

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- (d) Preservation: Actions taken to ensure the permanent protection of existing, high-quality wetlands.
- (17) *Conservation Easement* is a legal agreement that the property owner enters into to restrict uses of the land. Such restrictions can include, but are not limited to, passive recreation uses such as trails or scientific uses and fences or other barriers to protect habitat. The easement is recorded on a property deed, runs with the land, and is legally binding on all present and future owners of the property, therefore, providing permanent or long-term protection.
- (18) *Critical Aquifer Recharge Area* is an area designated by WAC 365-190-080(2) that are determined to have a critical recharging effect on aquifers used for potable water as defined by WAC 365-190-030(2).
- (19) *Critical Areas* include any of the following areas or ecosystems: Aquifer recharge areas, fish and wildlife habitat conservation areas, frequently flooded areas, geologically hazardous areas, and wetlands, as defined in RCW 36.70A and this Title.
- (20) *Critical Facility* is a facility for which even a slight chance of flooding, inundation, or impact from a hazard event might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire and emergency response installations, and installations that produce, use or store hazardous materials or hazardous waste.
- (21) *Developable Area* is a site or portion of a site that may be utilized as the location of development, in accordance with the rules of this Title.
- (22) *Development* means any activity upon the land consisting of construction or alteration of structures, earth movement, dredging, dumping, grading, filling, mining, removal of any sand, gravel, or minerals, driving of piles, drilling operations, bulk heading, clearing of vegetation, or other land disturbance. Development includes the storage or use of equipment or materials inconsistent with the existing use. Development also includes approvals issued by the City of Kennewick that binds land to specific patterns of use, including, but not limited to, subdivisions, short subdivisions, zone changes, conditional use permits, and binding site plans. Development activity does not include the following activities:
- (a) Interior building improvements.
 - (b) Exterior structure maintenance activities, including painting and roofing.
 - (c) Routine landscape maintenance of established, ornamental landscaping, such as lawn mowing, pruning and weeding.
 - (d) Maintenance of the following existing facilities that does not expand the affected area: septic tanks (routine cleaning); wells; individual utility service connections; and individual cemetery plots in established and approved cemeteries.
- (23) *Development Permit* means any permit issued by the City of Kennewick, or other authorized agency, for construction, land use, or the alteration of land.
- (24) *Eco-Connectivity* is a physical feature of the land as well as functional one. It is the geo-physical connection between natural habitat areas that allow fish and animals to move between feeding, reproductive, rearing, and resting areas. The functional connection is dependent on the physical connection.
- (25) *Erosion* is the process whereby wind, rain, water, and other natural agents mobilize and transport particles.
- (26) *Erosion Hazard Areas* are at least those areas identified by the United States Department of Agriculture National Resources Conservation Service as have a "severe" rill and inter-rill erosion hazard.

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- (27) *Exotic* means any species of plants or animals, which are (not listed on the State plant list) foreign to the planning area.
- (28) *Extreme Slope Hazard Areas* are those areas with pre-development slope greater than 40 percent.
- (29) *Fish and Wildlife Habitat Conservation Areas* are areas necessary for maintaining species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created as designated by WAC 365-190-080(5). These areas are guided by the State's Priority Habitats and Species list and include the following:
- (a) Areas with which state or federally designated endangered, threatened, and sensitive species have a primary association;
 - (b) Habitats of local importance, including, but not limited to, areas designated as priority habitat by the Department of Fish and Wildlife;
 - (c) Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat, including those artificial ponds intentionally created from dry areas in order to mitigate impacts to ponds;
 - (d) Waters of the state, including 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;
 - (e) Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity;
 - (f) State natural area preserves and natural resource conservation areas; and
 - (g) Land essential for preserving connections between habitat blocks and open spaces.
- (30) *Habitat* is an area or environment that is used by fish at any life stage at any time of the year, including potential habitat likely to be used by fish that could be recovered by restoration or management and includes off-channel habitat. (See WAC 222-16-030(5)(h)).
- (31) *Flood or Flooding* is a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland waters and/or the unusual and rapid accumulation of runoff of surface waters from any source.
- (32) *Flood Insurance Map* is the official map on which the Federal Insurance Administration has delineated the areas of special flood hazards and include the risk premium zones applicable to the community. Also known as "flood insurance rate map" or "FIRM."
- (33) *Flood Insurance Study* is the official report provided by the Federal Insurance Administration that includes floodprofiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.
- (34) *Floodplain* is the total land area adjoining a river, stream, watercourse or lake subject to inundation by the base flood.
- (35) *Floodway* is the channel of a river or other watercourse and the adjacent land area that must be reserved in order to discharge the base flood without cumulatively increasing the surface water elevation more than one foot. Also known as the "zero rise floodway."
- (36) *Formation* means an assemblage of earth materials grouped together into a unit that is convenient for description or mapping.
- (37) *Formation, Confining* means the relatively impermeable formation immediately overlying a confined aquifer.

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- (38) *Frequently Flooded Areas* means lands in the floodplain subject to a one-percent or greater chance of flooding in any given year and those lands that provide important flood storage, conveyance and attenuation functions, as determined by the Planning Director in accordance with WAC 365-190-080(3). Frequently flooded areas perform important hydrologic functions and may present a risk to persons and property. Classifications of frequently flooded areas include, at a minimum, the 100-year floodplain designations of the Federal Emergency Management Agency and the National Flood Insurance Program.
- (39) *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 and archaeological and aesthetic value protection, and recreation. These beneficial roles are not listed in order of priority.
- (40) *Geologically Hazardous Areas* means areas that may not be suited to development consistent with public health, safety or environmental standards, because of their susceptibility to erosion, sliding, earthquake, or other geological events as designated by WAC 365-190-080(4). Types of geologically hazardous areas include: erosion, landslide, seismic, mine, and volcanic hazards.
- (41) *Ground Water* means water in a saturated zone or stratum beneath the surface of land or a surface water body.
- (42) *Growth Management Act* means RCW 36.70A, and 36.70B, as amended.
- (43) *Habitat Conservation Areas* means areas designated as fish and wildlife habitat conservation areas.
- (44) *Hazard Areas* means areas designated as frequently flooded areas or geologically hazardous areas due to potential for erosion, landslide, seismic activity, extreme slopes, or other geological condition.
- (45) *Hazardous Substances* means any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical or biological properties described in WAC 173-303-090 or 173-303-100.
- (46) *High Intensity Land Use* means land uses which are associated with high levels of human disturbance or substantial habitat impacts including, but not limited to, commercial uses, industrial uses, and residential uses with five or more units per acre.
- (47) *High Quality Wetlands* means those wetlands that meet the following criteria:
- (a) No, or isolated, human alteration of the wetland topography;
 - (b) No human-caused alteration of the hydrology or the wetland appears to have recovered from the alteration;
 - (c) Low cover and frequency of exotic plant species;
 - (d) Relatively little human-related disturbance of the native vegetation, or recovery from past disturbance;
 - (e) If the wetland system is degraded, it still contains a viable and high quality example of a native wetland community; and
 - (f) No known major water quality problems.
- (48) *Historic Condition* means condition of the land, including flora, fauna, soil, topography, and hydrology that existed before the area and vicinity were developed or altered by human activity.

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- (49) *Hydraulic Project Approval (HPA)* means a permit issued by the state Department of Fish and Wildlife for projects that affect the bed or flow of waters of the state in accordance with Chapter 77.55 RCW and WAC 220.110.
- (50) *Hydric Soil* means a soil that is saturated, flooded or ponded long enough during the growing season to develop anaerobic conditions in the upper part. The presence of hydric soil shall be determined following the methods described in the Washington State Wetland Identification and Delineation Manual.
- (51) *Hydrologic Soil Groups* means soils grouped according to their runoff-producing characteristics under similar storm and cover conditions. Properties that influence runoff potential are depth to seasonally high water table, intake rate and permeability after prolonged wetting, and depth to a low permeable layer. Hydrologic soil groups are normally used in equations that estimate runoff from rainfall, but can be used to estimate a rate of water transmission in soil. There are four hydrologic soil groups:
- (a) Low runoff potential and a high rate of infiltration potential;
 - (b) Moderate infiltration potential and a moderate rate of runoff potential;
 - (c) Slow infiltration potential and a moderate to high rate of runoff potential; and
 - (d) High runoff potential and very slow infiltration and water transmission rates.
- (52) *Hydrophytic Vegetation* means Macrophytic plant life growing in water or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content. The presence of hydrophytic vegetation shall be determined following the methods described in the Washington State Wetland Identification and Delineation Manual.
- (53) *Hyporheic Zone* means the saturated zone located beneath and adjacent to streams that contains some portion of surface waters, serves as a filter for nutrients, and maintains water quality.
- (54) *Impervious Surface* means a hard surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development or that causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled macadam or other surfaces which similarly impede the natural infiltration of stormwater.
- (55) *In-Kind Compensation* means replacement of the same species, habitat type, and function impacted. If the impacted habitat is disturbed, it means replacement with the natural habitat that would occur. It does not mean replacement "in-category."
- (56) *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.
- (57) *Infiltration* means the downward entry of water into the immediate surface of soil.
- (58) *Injection well(s)* means:
- (a) Class I - A well used to inject industrial, commercial, or municipal waste fluids beneath the lowermost formation containing, within one-quarter mile of the well bore, an underground source of drinking water.
 - (b) Class II - A well used to inject fluids:
 - (i) Brought to the surface in connection with conventional oil or natural gas exploration or production and may be commingled with wastewaters from gas plants that are an integral

- part of production operations, unless those waters are classified as dangerous wastes at the time of injection;
- (ii) For enhanced recovery of oil or natural gas; or
 - (iii) For storage of hydrocarbons that are liquid at standard temperature and pressure.
- (c) Class III - A well used for extraction of minerals, including, but not limited to, the injection of fluids for:
- (i) In-situ production of uranium or other metals that have not been conventionally mined;
 - (ii) Mining of sulfur by Frasch process; or
 - (iii) Solution mining of salts or potash.
- (d) Class IV - A well used to inject dangerous or radioactive waste fluids.
- (e) Class V - All injection wells not included in Classes I, II, III, or IV.
- (59) *Inter-rills* are areas subject to sheetwash.
- (60) *Joint Aquatic Resource Permits Application (JARPA)* means a single application form that may be used to apply for hydraulic project approvals, shoreline management permits, approvals of exceedance of water quality standards, water quality certifications, coast guard bridge permits, Department of Natural Resources use authorization, and Army Corps of Engineers permits.
- (61) *Lakeshore Management Plan* means McNary Lakeshore Management Plan, Lake Wallula, Oregon and Washington. 1983. A U. S. Corps of Engineers lakeshore management plan intended to manage and protect the shoreline and to promote recreation and to operate and maintain water resource projects in the public interest. The Plan is a regulatory tool used to administer such activities as dock construction permits and vegetation removal.
- (62) *Land Use, High Intensity*. See "High Intensity Land Use."
- (63) *Land Use, Low Intensity*. See "Low Intensity Land Use."
- (64) *Land Use, Moderate Intensity*. See "Moderate intensity land use."
- (65) *Landslide Hazard Areas* are areas that are potentially subject to risk of mass movement due to a combination of geologic landslide resulting from a combination of geologic, topographic, and hydrologic factors. These areas are typically susceptible to landslides because of a combination of factors including: bedrock, soil, slope gradient, slope aspect, geologic structure, ground water, or other factors.
- (66) *Long-Term Commercial Significance* includes the growing capacity, productivity, and soil composition of the land for long-term commercial production, in consideration with the land's proximity to population areas, and the possibility of more intense uses of the land. RCW 36.70A.030(10); WAC 365-190-030(11).
- (67) *Low Intensity Land Use* means land uses which are associated with low levels of human disturbance or low habitat impacts, including, but not limited to, passive recreation uses, open space uses, and residential uses with four or fewer units per acre.
- (68) *Minerals* mean materials including gravel, sand, and valuable metallic substances. RCW 36.70A.030(11); WAC 365-190-030(12).
- (69) *Mitigation* means avoiding, minimizing or compensating for adverse critical areas impacts. Mitigation, in the following order of preference, is:
- (a) Avoiding the impact altogether by not taking a certain action or parts of an action;

- (b) Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps, such as project redesign, relocation, or timing, to avoid or reduce impacts;
- (c) Rectifying the impact to wetlands, critical aquifer recharge areas, and habitat conservation areas by repairing, rehabilitating or restoring the affected environment to the conditions existing at the time of the initiation of the project;
- (d) Minimizing or eliminating the hazard by restoring or stabilizing the hazard area through engineered or other methods;
- (e) Reducing or eliminating the impact or hazard over time by preservation and maintenance operations during the life of the action;
- (f) Compensating for the impact to wetlands, critical aquifer recharge areas, and habitat or critical areas by replacing, enhancing, or providing substitute resources or environments; and
- (g) Monitoring the hazard or other required mitigation and taking remedial action when necessary.

Mitigation for individual actions may include a combination of the above measures.

- (70) *Moderate Intensity Land Use* means land uses which are associated with moderate levels of human disturbance or substantial habitat impacts including, but not limited to, low density residential (no more than one home per five acres), active recreation, and moderate agricultural land uses.
- (71) *Monitoring* means evaluating the impacts of development proposals on the biological, hydrological, and geological elements of such systems and assessing the performance of required mitigation measures throughout the collection and analysis of data by various methods for the purpose of understanding and documenting changes in natural ecosystems and features, and includes gathering baseline data.
- (72) *Native Vegetation* means plant species that are indigenous to the area in question. Plants that are not listed in Chapter 16-750 WAC.
- (73) *Native Growth Habitat Area* means an area where native vegetation is preserved for the purpose of preventing harm to property and the environment, including, but not limited to, controlling surface water runoff and erosion, maintaining slope stability, buffering and protecting plants and animal habitat;
- (74) *Natural Waters* means waters, excluding water conveyance systems, that are artificially constructed and actively maintained for irrigation, or any waters of the state. See WAC 222-16-030(5)(d) and WAC 222-16-031(6)(d).
- (75) *Nonconformity* means a legally established existing use or legally constructed structure that is not in compliance with current regulations.
- (76) *Nonindigenous*. See "Exotic."
- (77) *Off-Site Mitigation* means to replace critical areas away from the site on which a critical area has been impacted. For off-site mitigation to be acceptable, it must be demonstrated that greater habitat, water quality and hydrologic functions can be achieved off-site.
- (78) *On-Site Mitigation* means on or adjacent to the project impact site or in the same stream reach, based on resource needs. It is not to be limited to property ownership or city or county boundaries that do not limit the needs and uses of the resources.
- (79) *Ordinary High Watermark (OHM)* means a mark which is found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued

- in all ordinary years, that the soil or vegetation has a character distinct from that of the abutting upland.
- (80) *Out-of-Kind Replacement* means to replace critical areas with substitute critical areas whose functions and values do not closely approximate those destroyed or degraded. It does not refer to replacement "out-of-category."
- (81) *Permeability* means the capacity of an aquifer or confining bed to transmit water. It is a property of the aquifer or confining bed and is independent of the force causing movement.
- (82) *Planning Director* is the city official for of the City of Kennewick planning department or other responsible official or other city staff granted the authority to act on behalf of the director.
- (83) *Potable Water* means water that is safe and palatable for human use.
- (84) *Practical Alternative* means an alternative that is available and capable of being carried out after taking into consideration, cost, existing technology, and logistics in light of overall project purposes, and having fewer impacts to critical areas.
- (85) *Priority Habitat* means habitat type or elements with unique or significant value to one or more species as classified by the Department of Fish and Wildlife. A priority habitat may consist of a unique vegetation type or dominant plant species, a described successional stage, or a specific structural element (WAC 173-26-020(34)).
- (86) *Project Area* means all areas within 50 feet of the area proposed to be disturbed, altered, or used by the proposed activity or the construction of any proposed structures.
- (87) *Qualified Professional* means a person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC 365-195-905(4). A qualified professional must have obtained a B.S. or B.A. or equivalent degree in biology, 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 and professional experience related to the subject species.
- (b) A qualified professional for a geological hazard must be a professional geologist (preferred) or engineer, 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.
- (88) *Recharge* is the process involved in the absorption and addition of water to ground water.
- (89) *Reclaimed Water* means municipal wastewater effluent that has been adequately and reliability treated so that it is suitable for beneficial use. Following treatment it is no longer considered wastewater (treatment levels and water quality requirements are given in the water reclamation and reuse standards adopted by the state Departments of Ecology and Health).
- (90) *Regulatory Flood* means a level of flooding that a regulatory agency's design regulations apply to.
- (91) *Repair or Maintenance* is an activity that restores the character, scope, size, and design of a serviceable area, structure, or land use to its previously authorized and undamaged condition. Activities that change the character, size, or scope of a project beyond the original design and drain, dredge, fill, flood, or otherwise alter critical areas are not included in this definition.
- (92) *Restoration* means measures taken to restore an altered or damaged natural feature including:

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- (a) Active steps taken to restore damaged wetlands, streams, protected habitat, or their buffers to the functioning condition that existed prior to an unauthorized alteration; and
 - (b) Actions performed to reestablish structural and functional characteristics of the critical area that have been lost by alteration, past management activities, or catastrophic events.
- (93) *Rills* are steep-sided channels resulting from accelerated erosion. A rill is generally a few inches deep and not wide enough to be an obstacle to farm machinery. Rill erosion tends to occur on slopes, particularly steep slopes with poor vegetative cover.
- (94) *Riparian Habitat* is any area adjacent to surface water which possesses elements of both aquatic and terrestrial ecosystems that mutually influence each other. The width of these areas extends from the OHW to that portion of the terrestrial landscape that directly influences the aquatic ecosystem by providing shade, fine or large woody material, nutrients, organic and inorganic debris, terrestrial insects, or habitat for riparian-associated wildlife. It includes the entire extent of the floodplain and the extent of vegetation adapted to wet conditions as well as adjacent upland plant communities that directly influence aquatic ecosystem. Riparian habitat areas include those riparian areas severely altered or damaged due to human development activities. See Department of Fish and Wildlife "Management Recommendations for Washington's Priority Habitats - Riparian," page 4, 1997.
- (95) *Scientific Process* is a valid scientific process that produces reliable information useful in understanding the consequences of a decision. The characteristics of a valid scientific process are as follows:
- (a) Peer review. The information has been critically reviewed by other qualified scientific experts in that scientific discipline.
 - (b) Methods. The methods that were used are standardized in the pertinent scientific discipline or the methods have been appropriately peer-reviewed to assure their reliability and validity.
 - (c) Logical conclusions and reasonable inferences. The conclusions presented are based on reasonable assumptions supported by other studies and are logically and reasonably derived from the assumptions and supported by the data presented.
 - (d) Quantitative analysis. The data have been analyzed using appropriate statistical or quantitative methods.
 - (e) Context. The assumptions, analytical techniques, data, and conclusions are appropriately framed with respect to the prevailing body of pertinent scientific knowledge.
 - (f) References. The assumptions, techniques, and conclusions are well referenced with citations to pertinent existing information.
- (96) *Section 404 Permit* is a permit issued by the Corps of Engineers for the placement of dredge or fill material or clearing in waters of the U.S., including wetlands, in accordance with 33 USC § 1344.
- (97) *Seeps* is a spot where water oozes from the earth, often forming the source of a small stream.
- (98) *Seismic Hazard Areas* are areas that are subject to severe risk of damage as a result of earthquake-induced ground shaking, slope failure, settlement, or soil liquefaction.
- (99) *Serviceable* means presently usable.
- (100) *SEPA* is the Washington State Environmental Policy Act, Chapter 43.21C RCW.
- (101) *Shorelines* means all of the water areas of the state as defined in RCW 90.58.030, including reservoirs and their associated shorelands, together with the lands underlying them except:
- (a) Shorelines of statewide significance;

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- (b) Shorelines on segments of streams upstream of a point where the mean annual flow is 20 cubic feet per second (20 cfps) or less and the wetlands associated with such upstream segments; and
 - (c) Shorelines on lakes less than 20 acres in size and wetlands associated with such small lakes.
- (102) *Shorelines of the State* is the total of all "shorelines," as defined in RCW 90.58.030(2)(d), and "shorelines of statewide significance" within the state, as defined in RCW 90.58.030(2)(c).
- (103) *Shorelines of Statewide Significance* are those areas defined in RCW 90.58.030(2)(e).
- (104) *Shorelands or Shoreland Areas* are those lands extending landward for 20 feet in all directions as measured on a horizontal plane from the ordinary high water mark; floodways and contiguous floodplain areas landward 200 feet from such floodways; and all wetlands and river deltas associated with the streams, lakes and tidal waters which are subject to the provisions of Chapter 90.58 RCW.
- (105) *Shrub-Steppe* are vegetative communities consisting of one or more layers of perennial grass with a conspicuous but discontinuous over-story layer of shrubs have been termed "shrubsteppe." In Washington, these communities usually contain big safebrush (*Artemisia tridentata*) in association with bunchgrasses, although other associations are found (Dobler et al, 1996).
- (106) *Significant Portion of its Range* means that portion of a species range likely to be essential to the long-term survival of the population in Washington.
- (107) *Soil Survey* means the most recent soil survey for the local area or county by the National Resources Conservation Service, U.S. Department of Agriculture.
- (108) *Species* means any group of animals classified as a species or subspecies as commonly accepted by the scientific community.
- (109) *Species, Endangered* means any fish or wildlife species that is threatened with extinction throughout all or a significant portion of its range and is listed by the state or federal government as an endangered species.
- (110) *Species of Local Importance* means those species of local concern due to their population status or their sensitivity to habitat manipulation, or that are game species.
- (111) *Species, Priority* means any fish or wildlife species requiring protective measures and/or management guidelines to ensure their persistence as genetically viable population levels as classified by the Department of Fish and Wildlife, including endangered, threatened, sensitive, candidate and monitor species, and those of recreational, commercial, or tribal importance.
- (112) *Species, Threatened* means any fish or wildlife species that is likely to become an endangered species within the foreseeable future throughout a significant portion of its range without cooperative management or removal of threats, and is listed by the state or federal government as a threatened species.
- (113) *Stream* means water contained within a channel, either perennial or intermittent, and classified according to WAC 222-16-030 or WAC 222-16-031 and as listed under "water typing system." Streams also include natural watercourses modified by man. Streams do not include irrigation ditches, waste ways, drains, outfalls, operational spillways, channels, storm water runoff facilities or other wholly artificial watercourses, except those that directly result from the modification to a natural watercourse.
- (114) *Sub-Drainage Basin or Subbasin* means the drainage area of the highest order stream containing the subject property impact area. Stream order is the term used to define the position of a stream in the hierarchy of tributaries in the watershed. The smallest streams are the highest order (first order) tributaries. These are the upper watershed streams and have no tributaries of their own. When two

- first order streams meet, they form a second order stream, and when two second order streams meet they become a third order stream, and so on.
- (115) *Substantial Damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- (116) *Substantial Improvement* means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either: before the improvement or repair is started; or if the structure has been damaged and is being restored, before the damage occurred.
- (117) *Take* means to harass, harm, pursue, hunt, shoot, wound, kill, capture, or collect, or to attempt to engage in any such conduct.
- (118) *Unavoidable* means adverse impacts that remain after all appropriate and practicable avoidance and minimization have been achieved. See RCW 90.84.010(9).
- (119) *Vulnerability* means the combined effect of susceptibility to contamination and the presence of potential contaminants.
- (120) *Water Dependent* means a use or portion of a use that cannot exist in a location that is not adjacent to the water, but is dependent on the water by reason of the intrinsic nature of its operations. A use that can be carried out only on, in, or adjacent to water. Examples of water dependent uses include ship cargo terminal loading areas; fishing; ferry and passenger terminals; barge loading, ship building, and dry docking facilities; marinas, moorage, and boat launching facilities; aquaculture; float plane operations; surface water intake; and sanitary sewer and storm drain outfalls.
- (121) *Water Resource Inventory Area (WRIA)* means one of 62 watersheds in the state of Washington, each composed of the drainage areas of a stream or streams, as established in Chapter 173-500 WAC as it existed on January 1, 1997.
- (122) *Water Table* means that surface in an unconfined aquifer at which the pressure is atmospheric. It is defined by the levels at which water stands in wells that penetrate the aquifer just far enough to hold standing water.
- (123) *Water Table Aquifer*. See "Aquifer, unconfined."
- (124) *Water Typing System* are waters classified according to WAC 222-16-031 including the following:
- (a) Type 1 Water - All waters, within their ordinary high-water mark, as inventoried as "shorelines of the state" under Chapter 90.58 RCW and the rules promulgated pursuant to Chapter 90.58 RCW, but not including those waters associated with wetlands as defined in Chapter 90.58 RCW.
 - (b) Type 2 Water - Segments of natural waters that are not classified as Type 1 Water and have a high fish, wildlife, or human use. These are segments of natural waters and periodically inundated areas of their associated wetlands, which:
 - (i) Are used by fish for spawning, rearing or migration. Waters having the following characteristics are presumed to have highly significant fish populations:
 - (A) Stream segments having a defined channel 20 feet or greater within the bankfull width and having a gradient of less than four percent.
 - (B) Lakes, ponds, or impoundments having a surface area of one acre or greater at seasonal low water; or
 - (ii) Are used by fish for off-channel habitat. These areas are critical to the maintenance of optimum survival of fish. This habitat shall be identified based on the following criteria:

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- (A) The site must be connected to a fish bearing stream and be accessible during some period of the year; and
 - (B) The off-channel water must be accessible to fish through a drainage with less than a five percent gradient.
- (c) Type 3 Water - Segments of natural waters that are not classified as Type 1 or 2 Waters and have a moderate to slight fish, wildlife, and human use. These are segments of natural waters and periodically inundated areas of their associated wetlands which:
- (i) Are used by fish for spawning, rearing or migration. The requirements for determining fish use are described in the State Forest Practices Board Manual, Section 13. If fish use has not been determined:
 - (A) Waters having the following characteristics are presumed to have fish use:
 - (I) Stream segments having a defined channel of three feet or greater in width and having a gradient of 16 percent or less.
 - (II) Stream segments having a defined channel or three feet or greater within the bankfull width, and having a gradient greater than 16 percent and less than or equal to 20 percent, and having greater than 175 acres contributing basin size, based on hydrographic boundaries;
 - (III) Ponds or impoundments having a surface area of less than one acre at seasonal low water and having an outlet to a fish stream;
 - (IV) Ponds of impoundments having a surface area greater than one-half acre at seasonal low water.
 - (B) The Department of Natural Resources shall waive or modify the characteristics in (a) of this Subsection where:
 - (I) Waters have confirmed, long term, naturally occurring water quality parameters incapable of supporting fish;
 - (II) Snowmelt streams have short flow cycles that do not support successful life history phases of fish. These streams typically have no flow in the winter months and discontinue flow by June 1; or
 - (III) Sufficient information about a geomorphic region is available to support a departure from the characteristics in (a) of this Subsection, as determined in consultation with the Department of Fish and Wildlife, Department of Ecology, affected tribes and interested parties.
- (d) Type 4 Water - All segments of natural waters within the bankfull width of defined channels that are perennial nonfish habitat streams. Perennial streams are waters that do not go dry any time of a year of normal rainfall. However, for the purpose of water typing, Type 4 Waters include the intermittent dry portions of the perennial channel below the uppermost point of perennial flow. If the uppermost point of perennial flow cannot be identified with simple, nontechnical observations (see State Forest Practices Board Manual, Section 23), then Type 4 Waters begin at a point along the channel where the contributing basin area is at least 300 acres.
- (e) Type 5 Waters - All segments of natural waters within the bankfull width of the defined channels that are not Type 1, 2, 3, or 4 Waters. These are seasonal, nonfish habitat streams in which surface flow is not present for at least some portion of the year and are not located downstream from any stream reach that is a Type 4 Water. Type 5 Waters must be physically connected by an above-ground channel system to Type 1, 2, 3, or 4 Waters.

- (125) *Well* is a bored, drilled or driven shaft, or a dug hole whose depth is greater than the largest surface dimension for the purpose of withdrawing or injecting water or other liquids.
- (126) *Wellhead Protection Area (WHPA)* is the portion of a zone of contribution for a well, wellfield or spring, as defined using criteria established by the state Department of Ecology.
- (127) *Wetlands* are those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation 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 non-wetland 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 non-wetland areas to mitigate the conversion of wetlands. Identification and delineation of Wetlands is also a product of the Washington State Wetland Identification and Delineation Manual (KMC 18.59.010).
- (128) *Wetland Category* are wetlands that are categorized into Category I, II, III or IV based upon the categorization procedures in the Washington State Wetland Rating System for Eastern Washington (Hruby T. 2004).
- (129) *Wetland Classes, Classes of Wetlands, or Wetland Types* are the descriptive classes of the wetlands taxonomic classification system of the U.S. Fish and Wildlife Service (Cowardin, et al. 1979).
- (130) *Wetland Edge* means the boundary of a wetland as delineated based on the definitions contained in this Title.
- (131) *Wetlands Mitigation Bank* means a site where wetlands are restored, created, enhanced, or in exceptional circumstances, preserved expressly for the purpose of providing compensatory mitigation in advance of authorized impacts to similar resources. See RCW 90.84.010(5).
- (132) *Zone of Contribution* means the area surrounding a well or spring that encompasses all areas or features that supply ground water recharge to the well or spring.

(Ord. 5206 Sec. 1, 2007)

18.58.020: Purpose.

- (1) The purpose of this Title is to designate and classify ecologically sensitive and hazardous areas and to protect these areas and their functions and values, while also allowing for reasonable use of private property.
- (2) This Title is to implement the goals, policies, guidelines, and requirements of the City of Kennewick (City) Comprehensive Plan and the Growth Management Act.
- (3) The City finds that critical areas provide a variety of valuable and beneficial biological and physical functions that benefit the City and its residents, and/or may pose a threat to human safety or to public and private property. The beneficial functions and values provided by critical areas include, but are not limited to, water quality protection and enhancement, fish and wildlife habitat, support of trophic relationships, flood storage, conveyance and attenuation, ground water recharge and discharge, erosion control, wave attenuation, protection from hazards, historical and archaeological and aesthetic value protection, and recreation. These beneficial functions are not listed in order of priority.
- (4) Goals. By identifying development impacts to critical areas, this Title seeks to:

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- (a) Protect members of the public and public resources and facilities from injury, loss of life, or property damage due to landslides and steep slope failures, erosion, seismic events, volcanic eruptions, or flooding;
 - (b) Protect unique, fragile, and valuable elements of the environment, including ground and surface waters, wetlands, and fish and wildlife and their habitats;
 - (c) Direct activities not dependent on critical area resources to less ecologically sensitive sites and
 - (d) Mitigate unavoidable impacts to critical areas by regulating alterations in and adjacent to critical areas; and
 - (e) Prevent cumulative adverse environmental impacts to water quality, wetlands, and fish and wildlife habitat, and the overall net loss of wetlands, frequently flooded areas and habitat conservation areas.
- (5) This Title is intended to protect critical areas in accordance with the Growth Management Act and through the application of best available science, as determined according to WAC 365-195-900 through 365-195-925, and in consultation with state and federal agencies and other qualified professionals.
 - (6) This Title is to be administered with flexibility and attention to site-specific characteristics. It is not the intent of this Title to make a parcel of property unusable by denying its owner reasonable economic use of the property.
 - (7) The City's enactment or enforcement of this Title shall not be construed for the benefit of any individual person or group of persons other than the general public.

(Ord. 5206 Sec. 1, 2007)

18.58.030: Authority and Applicability.

- (1) As provided herein, the Planning Director is given the authority to interpret and apply and the responsibility to enforce this Title to accomplish the stated purpose.
- (2) The City shall not approve any permit or otherwise issue any authorization to alter the condition of any land, water, or vegetation, or to construct or alter any structure or improvement in, over, or on a critical area or associated buffer, without first assuring compliance with the requirements of this Title.
- (3) The provisions of this Title shall apply to all lands, all land uses and development activity, and all structures and facilities in the City, whether or not a permit or authorization is required, and shall apply to every person, firm, partnership, corporation, group, governmental agency, or other entity that owns, leases, or administers land within the City. No person, company, agency, or applicant shall alter a critical area or buffer except as consistent with the purposes and requirements of this Title.
- (4) Approval or denial of a permit or development proposal pursuant to the provisions of this Title does not discharge the obligation of the applicant to comply with the provisions of this Title.

(Ord. 5206 Sec. 1, 2007)

18.58.040: Relationship to Other Regulations.

- (1) These critical area regulations shall apply as an overlay to the City's subdivision and zoning code (Title 17 and 18) and other applicable regulations adopted by the City, including, but not limited to permitting processes, construction standards, building code, shorelines management program, and

environmental review (SEPA) procedures. In the case of conflict among regulations, whichever provision or regulation provides the greater protection to the critical area involved shall apply

- (a) Kennewick Code Title 4 - Administrative Procedures:
 - (i) Chapter 4.08 State Environmental Policy Act implements the State Environmental Policy Act (SEPA) and establishes procedures for public review of impacts of public and private development actions.
 - (ii) Chapter 4.12 Permit Process establishes a mechanism to enable compliance, conformity and consistency of proposed projects with respect to adopted comprehensive plans and development regulations.
 - (b) Kennewick Code Title 5.56 - Public Works Construction Standards
 - (c) Kennewick Code Title 15 - Buildings and Construction. This title provides uniform development and construction standards, primarily through adoption of the Uniform Building Codes by reference.
 - (d) Kennewick Code Title 18 - Zoning Code:
 - (i) Chapter 18.42, Land Use Permits, sets forth procedures and guidelines for review and approval of land use permits, including conditional uses (Chapter 18.42.100) and site plans (Chapter 18.42.110). Contents of the site plans include, but are not limited to, a site plan showing lot lines and dimensions, location of existing and proposed building or improvements, parking lot drainage, landscaping and fencing.
 - (ii) Chapter 18.45, Planned Development Permit, provides a set of flexible standards for development of large parcels of property, provided that the deviation better accommodates the physical conditions of the property.
 - (e) Kennewick Code Title 18.60 - Shoreline Management. Sets forth policy and requirements for protecting and regulating activities within 200 feet of the Ordinary High Water Mark for the City of Kennewick shorelines. The following exceptions to the applicability of this Title in Shoreline Jurisdiction shall apply:
 - (i) If provisions of this Title and other parts of the master program conflict, the provisions most protective of the ecological resource shall apply, as determined by the City.
 - (ii) Provisions of this Title that are not consistent with the Shoreline Management Act Chapter, 90.85 RCW, and supporting Washington Administrative Code chapters shall not apply in Shoreline jurisdiction.
 - (iii) The provisions of this Title do not extend Shoreline Jurisdiction beyond the limits specified in this SMP.
 - (iv) The "reasonable use determination" of this Title shall not apply within Shoreline Jurisdiction. Specifically, KMC 18.58.120 does not apply.
 - (f) State of Washington Department of Ecology - Inspection Procedures for Underground Storage Tanks. This manual sets forth procedures for inspection, installation, monitoring, closure, and site remediation methods for underground storage tanks.
- (2) These critical area regulations shall apply concurrently with review conducted under the State Environmental Policy Act (SEPA), as locally adopted.
 - (3) Compliance with the provisions of this Title does not constitute compliance with other federal, state, and local regulations and permit requirements that may be required (for example, Shoreline Substantial Development Permits, Hydraulic Project Approvals permits, Army Corps of Engineers

Section 404 permits, National Pollutant Discharge Elimination System permits). The applicant is responsible for complying with these requirements, apart from the process established in this Title. Where applicable, the Planning Director will encourage use of information such as permit applications to other agencies or special studies prepared in response to other regulatory requirements to support required documentation submitted for critical areas review. The City's Shoreline Management Program (KMC 18.60) regulates all activities within the 200 feet of the Columbia River.

(Ord. 5206 Sec. 1, 2007)

18.58.050: Administrative Procedures.

The administrative procedures followed during the critical area review process shall conform to the standards and requirements of the City's Administrative Procedures Code (Title 4) and Zoning Code (Title 18). This shall include, but not be limited to, timing and appeals associated with applications covered by this Title.

(Ord. 5206 Sec. 1, 2007)

18.58.060: Severability.

If any clause, sentence, paragraph, section, or part of this Title or the application thereof to any person or circumstances shall be judged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered. The decision shall not affect or invalidate the remainder of any part thereof and to this end the provisions of each clause, sentence, paragraph, section, or part of this law are hereby declared to be severable.

(Ord. 5206 Sec. 1, 2007)

18.58.070: Interpretation.

In the interpretation and application of this ordinance, the provisions of this Title shall be considered to be the minimum requirements necessary, shall be liberally construed to serve the purpose of this ordinance, and shall be deemed to neither limit nor repeal any other provisions under state statute.

(Ord. 5206 Sec. 1, 2007)

18.58.080: Jurisdiction—Critical Areas.

- (1) The City shall regulate all uses within 200 feet (based on the maximum buffer size recommended in this Title. See Chapter 18.59 for additional information) of, or that are likely to affect, one or more critical areas, consistent with the best available science and the provisions herein.
- (2) Critical areas regulated by this Title include:
 - (a) Wetlands as designated in Chapter 18.59;
 - (b) Critical aquifer recharge areas as designated in Chapter 18.60;
 - (c) Frequently flooded areas as designated in Chapter 18.61;
 - (d) Geologically hazardous areas as designated in Chapter 18.62; and
 - (e) Fish and wildlife habitat conservation areas as designated in Chapter 18.63.

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- (3) All areas within the City meeting the definition of one or more critical area, regardless of any formal identification, are hereby designated critical areas and are subject to the provisions of this Title.

(Ord. 5206 Sec. 1, 2007)

18.58.090: General Provisions for Mitigation.

Any mitigation action taken pursuant to this Title shall result in equivalent or greater functions and values of the critical areas associated with the proposed action, as determined by the best available science. All actions and developments shall be designed and constructed in accordance with Mitigation Sequencing requirements in Section 18.58.170 to avoid, minimize and restore all adverse impacts. Applicants must first demonstrate an inability to avoid or reduce impacts, before restoration and compensation of impacts will be allowed. No activity or use shall be allowed that results in a net loss of the functions or values of critical areas.

(Ord. 5206 Sec. 1, 2007)

18.58.100: Best Available Science.

- (1) Best Available Science to be Used Must be Consistent with Criteria. The best available science is that scientific information applicable to the critical area prepared by local, state or federal natural resource agencies, a qualified scientific professional or team of qualified scientific professionals that is consistent with criteria established in WAC 365-195-900 through WAC 365-195-925. In the context of critical areas protection, best available science must also be based upon a valid scientific process as defined in WAC 365-105-905. Best Available Science sources are available in Appendix A, which is adopted by reference and on file in the Department of Community Planning (Best Available Science References).
- (2) Absence of Valid Scientific Information. Where there is an absence of valid scientific information or incomplete scientific information relating to a critical area, leading to uncertainty about the specific boundary of a critical area, and risk to critical area function of permitting an alteration of or impact to the critical area, the Planning Director shall:
- (a) Maintain a critical areas designation certification program for wetlands, and fish and wildlife habitat conservation areas by periodically updating these maps with new information as it is provided to the City. Currently, the City has two types of boundaries depicted on the wetlands, and the fish and wildlife habitat conservation areas maps:
- (i) Certified - Where the critical area boundary has been verified and mapped within the past five years by a qualified professional (e.g. delineated wetland), hydrology of the site (applicable to wetlands only) has not been altered within that time period, and this territorial limit information has been provided to the City. Certified wetlands and fish and wildlife habitat as of 2007 include: Elliott Lake wetlands, 27th Avenue wetlands, Zintel Canyon, 36th Avenue wetland; wetlands and fish and wildlife habitat in Columbia Park, and the large contiguous block of shrub steppe habitat located adjacent to HWY 395 and Interstate I-82 on the southern portion of the City and its urban growth boundary.
- (ii) Uncertified - Where more specific information needs to be prepared by a qualified professional and provided to the City to accurately show the boundary of a given critical area, or where boundaries and conditions of certified wetlands and fish and wildlife habitat is more than five years old and needs to be verified.

- (b) The most recent map revision identifying certified and uncertified wetlands and fish and wildlife conservation areas becomes the map of record for demonstrating compliance with the state requirement for designating and classifying these critical areas.

(Ord. 5206 Sec. 1, 2007)

18.58.110: Allowed Activities.

- (1) Process. The Planning Director shall allow activities that are verified to comply with this section. The Planning Director shall provide a copy of this section, including any future updates, and the maps of critical area designations to city departments and other potential affected agencies as determined by the Planning Director. City Departments and other local agencies when conducting allowed activities (except for 18.58.110(3)(c) and (d)), will notify the Planning Director in writing in advance of the planned activity, when it will occur, and steps that will be taken to comply with the provisions of this Title. Emergency activities or any other activities that occur without advance notice will be followed up with a report to the Planning Director describing how provisions of this Title are being met. Documentation of allowed activities shall be maintained on file at the Planning Department.
- (2) Allowed Activities shall Avoid Impacts to Critical Areas. All allowed activities shall use mitigation sequencing to avoid potential impacts to critical areas, using best management practices that result in the least amount of impact to the critical areas where practicable. Designation as an allowed activity does not give permission to degrade a critical area or ignore risk from natural hazards. Best management practices shall be used for tree and vegetation protection, construction management, erosion and sedimentation control, water quality protection, fish and wildlife protection, and regulation of chemical applications. The City shall monitor the use of best management practices to ensure that the activity does not result in degradation to the critical area. Any incidental damage to, or alteration of, a critical area that is not a necessary outcome of the exempted activity shall be restored, rehabilitated, or replaced at the responsible party's expense within one growing season.
- (3) Allowed Activities. The following developments, activities, and associated uses are allowed and shall be exempt from the provisions of this Title except as noted in provisions below, provided that they are otherwise consistent with the provisions of other local, state, and federal laws and requirements:
- (a) Emergencies. Emergency activities are those activities necessary to prevent an immediate threat to public health, safety, or welfare, or that pose an immediate risk of damage to private property and that require remedial or preventative action in a timeframe too short to allow for compliance with the requirements of this Title.

Emergency actions that create an impact to a critical area or its buffer shall use "reasonable methods" to address the emergency; in addition, they must have the least possible impact to the critical area or its buffer. The person or agency undertaking such action shall notify the City within one working day following commencement of the emergency activity. Within 30 days, the Planning Director shall determine if the action taken was within the scope of the emergency actions allowed in this Subsection. If the Planning Director determines that the action taken, or any part of the action taken, was beyond the scope of an allowed emergency action, then enforcement provisions of Section 18.58.190 shall apply.

After the emergency, the person or agency undertaking the action shall fully restore and/or mitigate any impacts to the critical area and buffers resulting from the emergency action in accordance with the critical area report or other applicable information, and mitigation plan. The person or agency undertaking the action shall apply for review, and the alteration, critical area report or other applicable information, and mitigation plan shall be reviewed by the City in accordance with the review procedures contained herein. Restoration and/or mitigation

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- activities must be initiated within one year of the date of the emergency, and completed in a timely manner;
- (b) **Operation, Maintenance or Repair.** Operation, maintenance or repair of existing structures, infrastructure improvements, utilities, public or private roads, dikes, levees or drainage systems, that do not require a permit or are covered under a programmatic permit from an authorized agency, if the activity does not further alter or increase the impact to, or encroach further within, the critical area or buffer and there is no increased risk to life or property as a result of the proposed operation, maintenance, or repair;
 - (c) **Passive Outdoor Activities.** Recreation, education, and scientific research activities that do not degrade the critical area, including fishing, hiking, and bird watching.
 - (d) **Permit Requests Subsequent to Previous Critical Area Review.** Development permits and approvals that involve both discretionary land use approvals (such as subdivisions, rezones, or conditional use permits), and construction approvals (such as building permits) if all of the following conditions have been met:
 - (i) The provisions of this Title have been previously addressed as part of another approval;
 - (ii) There have been no material changes in the potential impact to the critical area or buffer since the prior review;
 - (iii) There is no new information available that is applicable to any critical area review of the site or particular critical area;
 - (iv) The permit or approval has not expired or, if no expiration date, no more than five years has elapsed since the issuance of that permit or approval; and
 - (v) Compliance with any standards or conditions placed upon the prior permit or approval has been achieved or secured.
 - (e) **Modification to Existing Structures.** Structural modification of, addition to, or replacement of an existing legally constructed structure that does not further alter or increase the impact to the critical area or buffer and there is no increased risk to life or property as a result of the proposed modification or replacement, provided that restoration of structures substantially damaged by fire, flood, or act of nature must be initiated within six months of the date of such damage, as evidenced by the issuance of a valid building permit, and diligently pursued to completion;
 - (f) **Activities within the Improved Right-Of-Way.** Replacement, modification, installation, or construction of utility facilities, lines, pipes, mains, equipment, or appurtenances, not including substations, when such facilities are located within the improved portion of the public right-of-way or a City authorized private roadway except those activities that alter a wetland or watercourse, such as culverts or bridges, or results in the transport of sediment or increased stormwater;
 - (g) **Public and Private Pedestrian Trails.** Public and private pedestrian trails not in wetlands, or fish and wildlife habitat conservation areas, where the trail surface meets all other requirements;
 - (h) **Select Vegetation Removal Activities.** Select vegetation removal activities are allowed upon review and approval of the Director. Accepted vegetation removal activities include: a) removing and controlling invasive plants or noxious weeds; b) removal of trees that are hazardous, posing a threat to public safety, or posing an imminent risk of damage to private property and measures to control a fire or halt the spread of disease or damaging insects consistent with the State Forest Practices Act, Chapter 76.09 RCW. Unless otherwise provided or as a necessary part of an approved alteration, removal of any vegetation or woody debris from a habitat conservation area or wetland shall be prohibited;

- (i) Chemical Applications. The application of herbicides, pesticides, organic or mineral-derived fertilizers, or other hazardous substances, if necessary, provided that their use shall be conducted in accordance with applicable state and federal law. (More information on commercial and residential use of chemicals can be found in Department of Ecology "Guidance Document for Establishment of Critical Aquifer Recharge Areas Ordinances" Version 3.0, Publication #97-30; and from the state Department of Agriculture, <http://www.wa.gov/agr/>);
- (j) Minor Site Investigative Work. Work necessary for land use submittals, such as topographic surveys, soil logs, percolation tests, and other related activities, where such activities do not require construction of new roads or significant amounts of excavation. In every case, impacts to the critical area shall be minimized and disturbed areas shall be immediately restored; and
- (k) Navigational Aids and Boundary Markers. Construction or modification of navigational aids and boundary markers.

(Ord. 5206 Sec. 1, 2007)

18.58.120: Exception—Reasonable Use.

- (1) If the application of this Title would deny all reasonable use of the subject property, the property owner may apply for an exception pursuant to this Section.
- (2) Exception Request and Review Process. An application for a reasonable use exception shall be made to the City and shall include a critical area report, including mitigation plan, if necessary; and any other related project documents, such as permit applications to other agencies, special studies, and environmental documents prepared pursuant to the State Environmental Policy Act (Chapter 43.21C RCW) (SEPA documents). The Planning Director shall determine whether an exception request shall be granted based on review of the submitted information, a site inspection, and the proposal's ability to comply with reasonable use exception criteria. The Planning Director shall approve with conditions, or deny the request based on the proposal's ability to comply with the following reasonable use exception review criteria:
 - (a) The application of this Title would deny all reasonable use of the property;
 - (b) No other reasonable use of the property has less impact on the critical area;
 - (c) Any alteration is the minimum necessary to allow for reasonable use of the property;
 - (d) The inability of the applicant to derive reasonable use of the property is not the result of actions by the applicant after the effective date of this Title; and
 - (e) The proposal meets the review criteria set forth in this Title.
- (3) Burden of Proof. The burden of proof shall be on the applicant to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

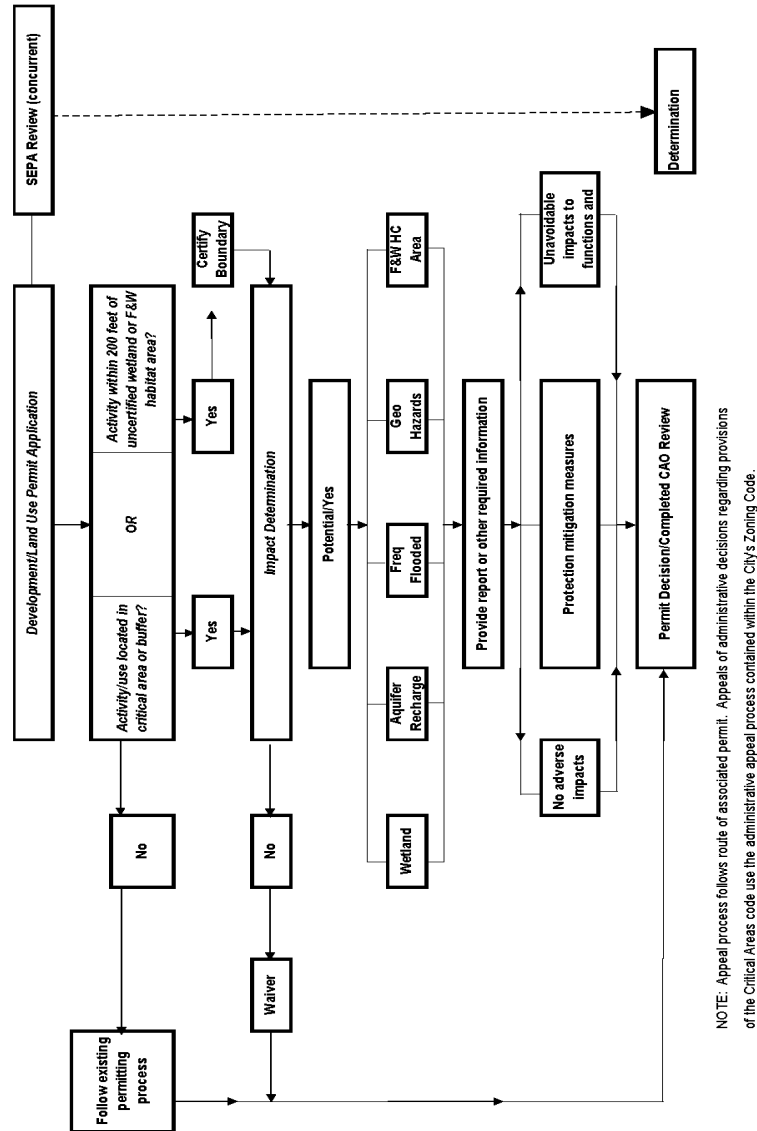
(Ord. 5206 Sec. 1, 2007)

18.58.130: General Review Process.

- (1) The City shall begin the process discussed below and outlined in Figure 1, within 90 days after permit application:
 - (a) Verify the information submitted by the applicant for the applicable permit;

- (b) Evaluate the project area and vicinity for critical areas;
 - (c) For wetland and/or fish and wildlife habitat conservation areas, the City may require that boundaries be verified and mapped by a qualified professional. The scale of the boundary information shall be the same as the City maps, and such boundaries shall be submitted to the City as part of the application for the applicable permit if the project is:
 - (i) Within 200 feet of a wetland, or fish and wildlife critical area for which the boundaries have not been certified and depicted by the City on the critical areas map (see Exhibits 1 through 4 which are adopted by reference and on file in the Department of Community Planning); and
 - (ii) Will not be receiving a no-impact waiver as provided in Section 18.58.130(2) below.
 - (d) Determine whether the proposed project is likely to impact the functions or values of critical areas; and
 - (e) Determine if the proposed project adequately addresses the impacts and avoids impacts to the critical area associated with the project.
- (2) Critical Areas Present, but No-Impact Waiver. If the Planning Director determines that there are critical areas within or adjacent to the project area, but that the proposed activity is unlikely to degrade the functions or values of the critical area, the Planning Director may waive the requirement for a report or other applicable information. If the waiver involves a wetland, the Planning Director may require a wetland category rating be completed prior to determining whether a waiver can be granted. A waiver may be granted if there is substantial evidence that all of the following requirements will be met:
- (a) There will be no alteration of the critical area or buffer;
 - (b) The development proposal will not impact the critical area in a manner contrary to the purpose, intent, and requirements of this Title; and
 - (c) The proposal is consistent with other applicable regulations and standards.

A summary of this analysis and the findings shall be included in any staff report or decision on the underlying permit.



- (3) Critical Areas Present and Potential Impact Likely. If the Planning Director determines that the proposed project is within, adjacent to, or is likely to impact a critical area, the Planning Director shall:
- (a) Notify the applicant that a critical area report, SEPA checklist, and other applicable information must be submitted prior to further review of the project, and indicate each of the critical area types that should be addressed;
 - (b) Require a critical area report or other applicable information from the applicant that has been prepared by a qualified professional;
 - (c) Review and evaluate the critical area report and other applicable information to determine whether the development proposal conforms to the purposes and performance standards of this Title;
 - (d) Assess potential impacts to the critical area and determine if they are necessary and unavoidable;

- (e) Determine if any mitigation proposed by the applicant is sufficient to protect the functions and values of the critical area and public health, safety, and welfare concerns consistent with the goals, purposes, objectives, and requirements of this Title; and
- (f) A summary of this analysis and the findings shall be included in any decision on the underlying permit(s). Critical area review findings may result in: a) no adverse impacts to critical area(s); b) list of applicable critical area(s) protection conditions for the underlying permit(s); or c) denial of permit based upon unavoidable impacts to critical area(s) functions and values.

(Ord. 5206 Sec. 1, 2007)

18.58.140: Wetland, Geologically Hazardous Areas, and Habitat Conservation Areas—General Report Requirements.

- (1) Prepared by Qualified Professional. If required by Section 18.58.130, the applicant shall submit a report prepared by a qualified professional as defined herein.
- (2) Incorporating Best Available Science. The report shall use scientifically valid methods and studies in the analysis of data and field reconnaissance and reference the source of science used. The report shall evaluate the proposal and all probable impacts to critical areas in accordance with the provisions of this Title.
- (3) Minimum Report Contents. At a minimum, the report shall contain the following:
 - (a) The name and contact information of the applicant, a description of the proposal, and identification of the permit requested;
 - (b) A copy of the site plan for the development proposal showing:
 - (i) Identified critical areas, buffers, and the development proposal with dimensions;
 - (ii) Limits of any areas to be cleared; and
 - (iii) A description of the proposed stormwater management plan for the development and consideration of impacts to drainage alterations, consistent with the current edition of the City of Kennewick Construction Standards.
 - (c) The names and professional qualifications of the persons preparing the report and documentation of any fieldwork performed on the site;
 - (d) Identification and characterization of all critical areas, wetlands, water bodies, and buffers adjacent to the proposed project area;
 - (e) A statement specifying the accuracy of the report, and all assumptions made and relied upon;
 - (f) An assessment of the probable cumulative impacts to critical areas resulting from development of the site and the proposed development;
 - (g) An analysis of site development alternatives;
 - (h) A description of reasonable efforts made to apply mitigation sequencing pursuant to Section 18.58.170 to avoid, minimize, and mitigate impacts to critical areas;
 - (i) Plans for adequate mitigation, as needed, to offset any impacts, in accordance with Section 18.58.160 through 18.58.190, including, but not limited to:
 - (i) The impacts of any proposed development within or adjacent to a critical area or buffer on the critical area; and

- (ii) The impacts of any proposed alteration of a critical area or buffer on the development proposal, other properties and the environment;
 - (j) A discussion of the performance standards applicable to the critical area and proposed activity;
 - (k) Financial guarantees to ensure compliance, if applicable; and
- (4) Unless otherwise provided, a report may be supplemented by or composed, in whole or in part, of any reports or studies required by other laws and regulations or previously prepared for and applicable to the development proposal site, as approved by the Planning Director.

(Ord. 5206 Sec. 1, 2007)

18.58.150: Wetland, Habitat Conservation, and Geologically Hazardous Areas—Modifications to Report Requirements.

- (1) Limitations to Study Area. The Planning Director may limit the required geographic area of the critical area report as appropriate if:
 - (a) The applicant, with assistance from the City, cannot obtain permission to access properties adjacent to the project area; or
 - (b) The proposed activity will affect only a limited part of the subject site.
- (2) Modifications to Required Contents. The applicant may consult with the Planning Director prior to or during preparation of the report to obtain City concurrence on modifications to the required contents of the report where, in the judgment of a qualified professional, more or less information is required to adequately address the potential critical area impacts and required mitigation.

(Ord. 5206 Sec. 1, 2007)

18.58.160: Mitigation Requirements.

- (1) The applicant shall avoid all impacts that degrade the functions and values of a critical area or areas. Unless otherwise provided in this Title, if alteration to the critical area is unavoidable, all adverse impacts to or from critical areas and buffers resulting from a development proposal or alteration shall be mitigated in accordance with the critical area report and SEPA requirements.
- (2) Mitigation shall be in-kind and on-site, when possible, and sufficient to maintain the functions and values of the critical area, and to prevent risk from a hazard posed by a critical area.
- (3) Mitigation shall not be implemented until (a) after City receipt of a report or other applicable information that includes a mitigation plan, and mitigation shall be in accordance with the provisions of the report or other applicable information; and (b) city approval of the underlying permit(s).
- (4) Mitigation monitoring shall be required for a minimum of five years. The project mitigation plan shall include monitoring elements that ensure certainty of success for the project natural value and functions. If the mitigation goals are not obtained within the initial five-year period, the applicant remains responsible for restoration of the natural values and functions until the mitigation goals agreed to in the mitigation plan are achieved.

(Ord. 5206 Sec. 1, 2007)

18.58.170: Mitigation Sequencing.

Applicants shall demonstrate that all reasonable efforts have been examined with the intent to avoid and minimize impacts to critical areas. When an alteration to a critical area is proposed, such alteration shall be avoided, minimized, or compensated for in the following order of preference:

- (1) Avoiding the impact altogether by not taking a certain action or parts of an action; minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps, such as project redesign, relocation, or timing, to avoid or reduce impacts;
- (2) Rectifying the impact to wetlands, critical aquifer recharge areas, frequently flooded areas, and habitat conservation areas by repairing, enhancing, or restoring the affected environment to the historical conditions, or pre-development, or the conditions existing at the time of the initiation of the project;
- (3) Minimizing or eliminating the hazard by restoring or stabilizing the hazard area through approval engineered or other methods;
- (4) Reducing or eliminating the impact or hazard over time by preservation and maintenance operations during the life of the action;
- (5) Compensating for the impact to wetlands, critical aquifer recharge areas, frequently flooded areas, and fish and wildlife habitat, and vegetation conservation areas by replacing, enhancing, or providing substitute resources or environments; and
- (6) Monitoring the hazard or other required mitigation for a reasonable period of time and taking remedial action when necessary.

Mitigation for individual actions may include a combination of the above measures.

(Ord. 5206 Sec. 1, 2007)

18.58.180: Mitigation Plan Requirements.

When mitigation is required, the applicant shall submit to the City a mitigation plan as part of the critical area report or other applicable information. The goals and objectives will be related to the functions and values of the impacted critical area, they include:

- (1) Environmental Goals and Objectives. The mitigation plan shall include a written report identifying environmental goals and objectives of the compensation proposed and including:
 - (a) A description of the anticipated impacts to the critical areas and the mitigating actions proposed and the purposes of the compensation measures, including the site selection criteria; identification of compensation goals; identification of resource functions; and dates for beginning and completion of site compensation construction activities;
 - (b) A review of the best available science supporting the proposed mitigation and a description of the report author's experience to date in restoring or creating the type of critical area proposed; and
 - (c) An analysis of the likelihood of success of the compensation project.
- (2) Performance Standards. The mitigation plan shall address the applicable performance standards identified in this Title.

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- (3) Detailed Construction Plans. The mitigation plan shall include written specifications and descriptions of the mitigation proposed, such as:
 - (a) The proposed construction sequence, timing, and duration;
 - (b) Grading and excavation details;
 - (c) Erosion and sediment control features;
 - (d) A vegetation planting plan specifying plant species, quantities, locations, size, spacing, and density; and
 - (e) Measures to protect and maintain plants until established.

These written specifications shall be accompanied by detailed site diagrams, scaled cross-sectional drawings, topographic maps showing slope percentage and final grade elevations, and any other drawings appropriate to show construction techniques or anticipated final outcome.

- (4) Monitoring Program. The mitigation plan shall include a program for monitoring construction of the compensation project, and for assessing a completed project. A protocol shall be included outlining the schedule for site monitoring in years one, three and five after site construction, and how the monitoring data will be evaluated to determine if the performance standards are being met. A monitoring report shall be submitted as needed to document milestones, successes, problems, and contingency actions of the compensation project. At a minimum, a monitoring report shall be submitted to document mitigation plan performance in year five after site construction.
- (5) Contingency Plan. The mitigation plan shall include identification of potential courses of action, and any corrective measures to be taken if monitoring or evaluation indicates project performance standards are not being met.
- (6) Financial Guarantees. The mitigation plan shall include financial guarantees, if necessary, to ensure that the mitigation plan is fully implemented. Financial guarantees ensuring fulfillment of the compensation project, monitoring program, and any contingency measures shall be posted in accordance with Section 18.58.230.
- (7) Other Permits. Other local, state, and federal regulatory jurisdictions may require permits for habitat mitigation projects. The applicant shall comply with all other appropriate regulatory permits, agreements, and authority, as required by each respective jurisdiction.

(Ord. 5206 Sec. 1, 2007)

18.58.190: Unauthorized Critical Area Alterations and Enforcement.

- (1) When a critical area or its buffer has been altered in violation of this Title, all ongoing development work shall stop and the critical area shall be restored. The City shall have the authority to issue a stop work order to cease all ongoing development work, and order restoration, rehabilitation, replacement or where determined appropriate by the Planning Director, mitigation measures at the owner's or other responsible party's expense to compensate for violation of provisions of this Title and other applicable city codes governing the underlying permit(s). Administrative procedures including, but not limited to, review and appeal of City actions related to unauthorized critical area alterations are outlined in Section 18.58.050.
- (2) Restoration/Mitigation Plan Required. All development work shall remain stopped until a restoration/mitigation plan is prepared and approved by City. Such a plan shall be prepared by a qualified professional and shall describe how the actions proposed meet the minimum requirements described in Subsection (3) and/or mitigation requirements outlined in Sections 18.58.160, 18.58.170,

and 18.58.180, if mitigation is determined to be appropriate by the Planning Director. The Planning Director shall, at the violator's expense, seek expert advice in determining the adequacy of the plan. Inadequate plans shall be returned to the applicant or violator for revision and resubmittal.

- (3) Minimum Performance Standards for Restoration or Mitigation.
- (a) For alterations to critical aquifer recharge areas, frequently flooded areas, wetlands, and habitat conservation areas the following minimum performance standards shall be met for the restoration or mitigation of impacts to a critical area, provided that if the violator can demonstrate in a restoration/mitigation plan that greater functional and habitat values can be obtained, these standards may be modified by the Planning Director:
- (i) The historic structural and functional values shall be restored, including water quality and habitat functions;
 - (ii) The historic soil types and configuration shall be replicated;
 - (iii) The critical area and buffers shall be replanted with native vegetation that replicates the vegetation historically found on the site in species types, sizes, and densities; and
 - (iv) The historic functions and values should be replicated at the location of the alteration.
- (b) For alterations to flood and geological hazards, the following minimum performance standards shall be met for the restoration of a critical area, provided that, if the violator can demonstrate that greater safety can be obtained, these standards may be modified:
- (i) The hazard shall be reduced to a level equal to, or less than, the pre-development hazard;
 - (ii) Any risk of personal injury resulting from the alteration shall be eliminated or minimized; and
 - (iii) The hazard area and buffers shall be replanted with native vegetation sufficient to minimize the hazard.
- (4) Penalties. Any person, party, firm, corporation, or other legal entity convicted of violating any of the provisions of this Title shall be guilty of a misdemeanor. Each day or portion of a day during which a violation of this Title is committed or continued shall constitute a separate offense. Any development carried out contrary to the provisions of this Title shall constitute a public nuisance and may be enjoined as provided by the statutes of the state of Washington. The City may levy civil penalties against any person, party, firm, corporation, or other legal entity for violation of any of the provisions of this Title. The civil penalty shall be assessed at a rate consistent with Section 1.12.030 of the Kennewick Municipal Code. Daily fines shall not be levied until after a violator has received a notice of violation and shall not be levied while the violator is making a good faith and diligent effort to correct the violation in cooperation with City enforcement personnel nor while a notice of violation is under appeal through the applicable appeal process.

(Ord. 5206 Sec. 1, 2007)

18.58.200: Critical Area Markers and Signs.

The critical area or buffer shall be identified with temporary signs prior to any site alteration. Such temporary signs may be replaced with permanent signs, as determined appropriate by the Planning Director.

(Ord. 5206 Sec. 1, 2007)

18.58.210: Native Growth Habitat Areas.

- (1) Unless otherwise required in this Title, native growth habitat areas shall be used in development proposals for subdivisions, short subdivisions, planned unit developments, and binding site plans to delineate and protect those contiguous critical areas and buffers listed below:
 - (a) All landslide hazard areas and buffers;
 - (b) All wetlands and buffers;
 - (c) All habitat conservation areas; and
 - (d) All other lands to be protected from alterations as conditioned by project approval.
- (2) See Exhibits 1 and 4, or the latest revisions of these maps for designated wetlands, erosion hazard areas and habitat conservation areas.

(Ord. 5206 Sec. 1, 2007)

18.58.220: Building Setbacks.

Unless otherwise provided, buildings and other structures shall be set back a distance of 15 feet from the edges of all critical area buffers or from the edges of all critical areas, if no buffers are required. The following may be allowed in the building setback area:

- (1) Landscaping;
- (2) Uncovered decks;
- (3) Building overhangs if such overhangs do not extend more than 18 inches into the setback area; and
- (4) Impervious ground surfaces, such as driveways and patios, provided that such improvements may be subject to requirements provided in the most current edition of City's Construction Standards.

(Ord. 5206 Sec. 1, 2007)

18.58.230: Bonds to Ensure Mitigation, Maintenance, and Monitoring.

- (1) Mitigation required pursuant to a development proposal should be completed prior to City final permit approval. When it is not feasible for mitigation to be completed prior to City final permit approval, such as final plat approval or final building inspection, the City shall require the applicant to post a performance bond in a form and amount deemed acceptable by the City.
- (2) The bond shall be in the amount of 125 percent of the estimated cost of the uncompleted actions or the estimated cost of restoring the functions and values of the critical area that are at risk, whichever is greater.
- (3) The performance bonds shall remain in effect until the City determines, in writing, that the standards bonded for have been met. Bonds shall be held by the City for a minimum of five years to ensure that the required mitigation has been fully implemented and demonstrated to function, and may be held for longer periods when necessary.
- (4) Depletion, failure, or collection of bond funds shall not discharge the obligation of an applicant or violator to complete required mitigation, maintenance, monitoring, or restoration.

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- (5) Public development proposals shall be relieved from having to comply with the bonding requirements of this section if public funds have previously been committed for mitigation, maintenance, monitoring, or restoration.
- (6) Any failure to satisfy critical area requirements established by law or condition including, but not limited to, the failure to provide a monitoring report within 30 days after it is due or comply with other provisions of a mitigation plan shall constitute a default, and the City may demand payment of any financial guarantees or require other action authorized by the City code or any other law.
- (7) Any funds recovered pursuant to this Section shall be used to complete the required mitigation.

(Ord. 5206 Sec. 1, 2007)

18.58.240: Critical Area Inspections.

Reasonable access to the site shall be provided to the City, state, and federal agency review staff for the purposes of inspections during any proposal review, restoration, emergency action, or monitoring period. Additionally, the City or its agent shall have reasonable access to the site for completing necessary remediation work in the event of noncompliance.

(Ord. 5206 Sec. 1, 2007)

CHAPTER 18.59 CRITICAL AREAS - WETLANDS

18.59.010: Designation, Rating and Mapping Wetlands.

- (1) Designating Wetlands. Wetlands are those areas, designated in accordance with the Washington State Wetland Identification and Delineation Manual, that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation adapted for life in saturated soil conditions. All areas within the City of Kennewick meeting the wetland designation criteria in the Identification and Delineation Manual, regardless of any formal identification, are hereby designated critical areas and are subject to the provisions of this Title.
- (2) Wetland Ratings. Wetland Types I—IV shall be rated according to the Department of Ecology's ~~wetland rating system found in the~~ Washington State Wetland Rating ~~System~~ for Eastern Washington, ~~(Ecology Publication #04-06-15)~~ ~~(Ecology 2014)~~. This document contains definitions and methods for determining if specific criteria are met by a particular wetland. The City of Kennewick contains few wetland areas and most of these have been subject to disturbance in the past. The City has evaluated the most significant wetland areas that are known within the City Limits and its urban growth boundary under the Ecology Rating System. These include: the wetlands associated with Elliot Lake, Zintel Canyon drainage way, wetlands around 36th and Olympia, and 27th and Washington; and wetlands within Columbia Park and the Columbia River shoreline zone, including Duffy's Pond near Clover Island. These wetlands all classify as Category III Wetlands. This effort leads the City to believe that any additional wetlands that may occur within the City limits will rank as Category III Wetlands or as Category IV wetlands and that it is unlikely that higher quality wetlands occur in the City of Kennewick. Provisions have been provided for Category I and II wetlands, should there be a future determination these exist in Kennewick.

The ~~Ecology~~ Washington State Wetland Rating System for Eastern Washington (Ecology ~~2004~~ 2014) defines Category III wetlands as those wetlands that are: 1) vernal pools that are isolated, and 2) wetlands with a moderate level of functions (scores between 30 and 50 points); and Category IV wetlands are considered to be wetlands that have the lowest level of functions (scores less than 30 points) and are often heavily disturbed.

- (3) Mapping. The approximate location and extent of known wetlands are shown on the adopted critical area map (Exhibit 1, or the latest revision of this map). This information is to be used as a guide for the City, project applicants and/or property owners, and may be updated as new information becomes available. In some instances (uncertified boundaries), it is a reference and does not provide a final critical area designation.

The exact location of a wetland's boundary shall be determined through the performance of a field investigation by a qualified professional applying the Washington State Wetlands Identification and Delineation Manual as required by RCW 36.70A.175 (Ecology Publication #96-94).

(Ord. 5206 Sec. 2, 2007)

18.59.020: Activities Allowed in Wetlands.

The activities listed below are allowed in wetlands in addition to those activities listed in, and consistent with, the provisions established in Section 18.58.110, and do not require submission of a critical area report,

except where such activities result in the loss to the functions and values of a wetland or wetland buffer. These activities include:

- (1) Conservation or preservation of soil, water, vegetation, fish, shellfish, and other wildlife that does not entail changing the structure, or functions of the existing wetland.
- (2) The harvesting of wild crops in a manner that is not injurious to natural reproduction of such crops and provided the harvesting does not require tilling of soil, planting of crops, or alteration of the wetland by changing existing topography, water conditions or water sources.
- (3) Boat mooring.
- (4) Recreational and educational activities.
- (5) Research.

(Ord. 5206 Sec. 2, 2007)

18.59.030: Wetlands—Additional Requirements.

- (1) Prepared by a Qualified Professional. A qualified professional shall prepare a critical areas report for wetlands. The City shall determine whether a person is a qualified professional based on criteria established in WAC 395-195-905(4).
- (2) Area Addressed in Critical Area Report. The following areas shall be addressed in a critical area report for wetlands:
 - (a) The project area of the proposed activity;
 - (b) All wetlands and recommended buffers within 200 feet of the project area (critical area reports should consider wetlands and other critical areas within 200 feet due to the maximum potential buffer recommended for wetlands); and
 - (c) All shoreline areas, water features, floodplains, and other critical areas, and related buffers within 200 feet of the project area.
- (3) Wetland Analysis. In addition the minimum required contents of critical area reports in Section 18.58.140 and 18.58.150, a critical area report for wetlands shall contain an analysis of the wetlands including the following site and proposal-related information at a minimum:
 - (a) A written assessment and accompanying maps of the wetlands and buffers within 200 feet of the project area, or one-half mile upstream or downstream if the wetland is a riverine wetland, including the following information at a minimum:
 - (i) Wetland delineation and required buffers;
 - (ii) Existing wetland acreage;
 - (iii) Wetland category; vegetative, faunal, and hydrologic characteristics;
 - (iv) Soil and substrate conditions; and
 - (b) A discussion of measures, including avoidance, minimization and mitigation, proposed to preserve existing wetlands and restore any wetlands that were degraded prior to the current proposed land use activity.
 - (c) Proposed mitigation, if needed, including a written assessment and accompanying maps of the mitigation area, including the following information at a minimum:
 - (i) Existing wetland acreage and proposed impact area;

- (ii) Vegetative, faunal, and hydrologic conditions;
 - (iii) Relationship within watershed and to existing waterbodies;
 - (iv) Soil and substrate conditions, topographic elevations;
 - (v) Existing and proposed adjacent site conditions;
 - (vi) Required wetland buffers; and
 - (vii) Property ownership.
- (d) A discussion of ongoing management practices that will protect wetlands after the project site has been developed, including proposed monitoring and maintenance programs.
- (4) Additional Information May be Required. When appropriate, the City may also require the critical area report to include an evaluation by the Department of Ecology or an independent qualified expert regarding the applicant's analysis and the effectiveness of any proposed mitigating measures or programs, and to include any recommendations as appropriate.

(Ord. 5206 Sec. 2, 2007)

18.59.040: Performance Standards—General Requirements.

- (1) Activities may only be permitted in a wetland or wetland buffer if the applicant can show that the proposed activity will not degrade the functions and values of the wetland and other critical areas.
- (2) Activities and uses shall be prohibited from wetlands and wetland buffers, except as provided for in this Title.
- (3) Wetland buffers.
 - (a) Standard Buffer Widths. The standard buffer widths are based on wetland category, intensity of impacts, and wetland functions or special characteristics. The buffer is to be vegetated with native plant communities that are appropriate for the site conditions. If vegetation in the buffer is disturbed (grazed or mowed) proponents planning changes to land that will increase impacts to wetlands need to rehabilitate the buffer with native plant communities that are appropriate for the site conditions. The width of the buffer is measured in horizontal distance.

Table 1. Types of Proposed Land Use That Can Result In High, Moderate, and Low Levels of Impacts to Adjacent Wetlands	
Level of Impact from Proposed Change in Land Use	Types of Land Use Based on Common Zoning Designations
High	• Commercial
	• Urban
	• Industrial
	• Institutional
	• Retail sales
	• Residential (more than 1 unit/acre)
	• High-intensity recreation (golf courses, ball fields, etc.)
Moderate	• High-intensity farms
	• Residential (1 unit/acre or less)
	• Moderate-intensity open space (parks with biking, jogging, etc.)

	<ul style="list-style-type: none"> • Conversion to moderate-intensity agriculture (orchards, hay fields, etc.)
	<ul style="list-style-type: none"> • Paved trails
	<ul style="list-style-type: none"> • Utility corridor or right-of-way shared by several utilities and including access/ maintenance road
Low	<ul style="list-style-type: none"> • Low-intensity open space (hiking, bird-watching, preservation of natural resources, etc.)
	<ul style="list-style-type: none"> • Unpaved trails
	<ul style="list-style-type: none"> • Utility corridor without a maintenance road and little or no vegetation management

Table 2. Width of Buffers Needed to Protect Category IV Wetlands In Kennewick (For Wetlands Scoring Less Than 30 Points For All Functions)

Wetland Characteristics	Buffer Widths by Impact of Proposed Land Use	Other Measures Recommended for Protection
Score for all 3 basic functions is less than 30 points	Low—25 ft Moderate—40 ft High—50 ft	Maintain any existing connections with other wetlands, open space or habitat conservation areas

Table 3. Width of Buffers Needed to Protect Category III wetlands in Kennewick (for Wetlands Scoring 30—50 Points For All Functions or Isolated Vernal Pools)

Wetland Characteristics	Buffer Widths by Impact of Proposed Land Use	Other Measures Recommended for Protection
Moderate level of function for habitat (score for habitat 20—28 points)	Low—75 ft Moderate— 110 ft (Columbia Park wetlands, Elliott Lake wetlands) High—150 ft (Zintel Canyon, 27th Avenue wetlands, and Duffy's pond)	Maintain any existing connections with other wetlands, open space or habitat conservation areas
Not meeting above characteristic	Low—40 ft Moderate—60 ft High—80 ft	Maintain any existing connections with other wetlands, open space or habitat conservation areas

Table 4. Width of Buffers Needed to Protect Category II and I Wetlands in Kennewick

Wetland Characteristics	Buffer Widths by Impact of Proposed Land Use	Other Measures Recommended for Protection
High level of function for habitat (score for habitat 29—48 points)	Low—100 ft Moderate—150 ft High—200 ft	Maintain any existing connections with other wetlands, open space or habitat conservation areas

- (b) Measurement of Wetland Buffers. All buffers shall be measured from the wetland boundary as surveyed in the field. The width of the wetland buffer shall be determined according to the wetland category and the proposed land use. The buffer for a wetland created, restored, or enhanced as compensation for wetland alterations shall be the same as the buffer required for the category of the created, restored, or enhanced wetland.

(Ord. 5206 Sec. 2, 2007)

18.59.050: Performance Standards—Mitigation Requirements.

When the acreage required for compensatory mitigation is divided by the acreage of impact, the result is a number known variously as a replacement, compensation, or mitigation ratio. Compensatory mitigation ratios are used to help ensure that compensatory mitigation actions are adequate to offset unavoidable wetland impacts by

requiring a greater amount of mitigation area than the area of impact. Requiring greater mitigation area helps compensate for the risk that a mitigation action will fail and for the time lag that occurs between the wetland impact and achieving a fully functioning mitigation site.

- (1) Definitions of Types of Compensatory Mitigation. The ratios presented are based on the type of compensatory mitigation proposed (e.g., restoration, creation, and enhancement). In its Regulatory Guidance Letter 02-02, the U.S. Army Corps of Engineers provided definitions for these types of compensatory mitigation. For consistency, the authors of this document use the same definitions which are provided under Compensatory Mitigation in Section 18.58.010.

Category and Type of Wetland Impacts	Re-establishment or Creation	Rehabilitation Only ⁴	Re-establishment or Creation (R/C) and Rehabilitation (RH)	Re-establishment or Creation (R/C) and Enhancement (E) ⁴	Enhancement Only ⁴
All Category IV	1.5:1	3:1	1:1 R/C and 1:1 RH	1:1 R/C and 2:1 E	6:1
All Category III	2:1	4:1	1:1 R/C and 2:1 RH	1:1 R/C and 4:1 E	8:1
All Category II and I	4:1	8:1	1:1 R/C and 2:1 RH	1:1 R/C and 8:1 E	10:1

⁴ These ratios are based on the assumption that the rehabilitation or enhancement actions implemented represent the average degree of improvement possible for the site. Proposals to implement more effective rehabilitation or enhancement actions may result in a lower ratio, while less effective actions may result in a higher ratio. The distinction between rehabilitation and enhancement is not clear-cut. Instead, rehabilitation and enhancement actions span a continuum. Proposals that fall within the gray area between rehabilitation and enhancement will result in a ratio that lies between the ratios for rehabilitation and the ratios for enhancement.

- (2) Mitigation Maintenance and Monitoring. Mitigation areas will be maintained and monitored for a minimum of five years after the mitigation has been completed. Annual maintenance and monitoring reports will be submitted to the City and shall include:
 - (a) Descriptive data for vegetation, soils, and hydrology;
 - (b) Itemized list of dead, dying, and replaced vegetation;
 - (c) Quantitative assessment of invasive species;
 - (d) Descriptive photographs;
 - (e) Statement of overall success of mitigation;
 - (f) Schedule of activities for the next year of maintenance and monitoring.

The City may extend maintenance and monitoring for mitigation projects that fail to achieve performance standards outlined in the mitigation plan.

(Ord. 5206 Sec. 2, 2007)

18.59.060: Performance Standards—Specific Activities and Uses.

The following activities may be permitted within a wetland buffer in accordance with the review procedures of this Title; provided they are not prohibited by any other applicable law and they are conducted in a manner so as to minimize impacts to the buffer and adjacent wetland:

- (1) Conservation and Restoration Activities. Conservation or restoration activities aimed at protecting the soil, water, vegetation, or wildlife;
- (2) Passive Recreation. Passive recreation facilities designed and in accordance with the critical area report, including:
 - (a) Walkways and trails, provided that those pathways that are generally parallel to the perimeter of the wetland shall be located in the outer 25 percent of the buffer area;
 - (b) Wildlife viewing structures; and
 - (c) Fishing areas accessed by foot.
- (3) Stormwater Management Facilities. Stormwater management facilities are not allowed in buffers of Category I or II wetlands. Stormwater management facilities, limited to stormwater dispersion outfalls and bioswales, may be allowed within the outer 25 percent of the buffer of Category III or IV wetlands only, provided that:
 - (a) No other location is feasible; and
 - (b) The location of such facilities will not degrade the functions or values of the wetland.
- (4) Subdivisions. The subdivision and short subdivision of land in wetlands and associated buffers is subject to the following:
 - (a) Land that is located wholly within a wetland or its buffer may not be subdivided;
 - (b) Land that is located partially within a wetland or its buffer may be divided provided that an accessible and contiguous portion of each new lot is:
 - (i) Located outside of the wetland and its buffer; and
 - (ii) Meets the minimum lot size requirements of the City zoning code (Title 18).
 - (c) Access roads and utilities serving the proposed subdivision may be permitted within the wetland and associated buffers only if the City determines that no other feasible alternative exists in and when consistent with this Title.

(Ord. 5206 Sec. 2, 2007)

TITLE 18 - ZONING
CHAPTER 18.60 CRITICAL AREAS - CRITICAL AQUIFER RECHARGE AREAS

CHAPTER 18.60 CRITICAL AREAS - CRITICAL AQUIFER RECHARGE AREAS**18.60.010: Critical Aquifer Recharge Areas Designation.**

Critical aquifer recharge areas (CARA) are those areas with a critical recharging effect on aquifers used for potable water as defined by WAC 365-190-030(2). CARA has prevailing geologic conditions associated with infiltration rates that create a high potential for contamination of ground water resources or contribute significantly to the replenishment of ground water. The following areas have been identified based on local conditions:

- (1) Wellhead Protection Areas. Wellhead protection areas shall be defined by the boundaries of the ten-year time of ground water travel, or boundaries established using alternate criteria approved by the Department of Health in those settings where ground water time of travel is not a reasonable delineation criterion, in accordance with WAC 246-290-135.

(Ord. 5206 Sec. 3, 2007)

18.60.020: Mapping of Critical Aquifer Recharge Areas.

- (1) The approximate location and extent of critical aquifer recharge areas are shown on the adopted critical area map (Exhibit 2: or the latest revision of this map).
- (2) This map is to be used as a guide for the City, project applicants and/or property owners, and will be updated as new information becomes available.

(Ord. 5206 Sec. 3, 2007)

18.60.030: Regulation.

The following are in place to protect critical aquifer recharge areas and regulate activities that might potentially impact these areas.

- (1) City of Kennewick Construction Standards (KMC 5.56).
- (2) City of Kennewick Wellhead Protection Plan.
- (3) State and federal regulations applicable to specific uses including but not limited to those provided in Sections 18.60.050 and 18.60.060.

(Ord. 5206 Sec. 3, 2007)

18.60.040: Performance Standards—General Requirements.

- (1) Activities may only be permitted in a critical aquifer recharge area if the applicant can show that the proposed activity will not adversely affect the recharging of the aquifer and that the proposed activity will not cause contaminants to enter the aquifer.
- (2) The proposed activity must comply with the water source protection requirements and recommendations of the federal Environmental Protection Agency, state Department of Health, and the Benton County Health Department, and as provided in the City's wellhead protection plan.

- (3) The proposed activity must be designed and constructed in accordance with erosion control and surface/stormwater management requirements in current City regulations.

(Ord. 5206 Sec. 3, 2007)

18.60.050: Performance Standards—Specific Uses

- (1) Storage Tanks. All storage tanks proposed to be located in a critical aquifer recharge area must comply with local building code requirements and must conform to the following requirements:
- (a) Underground Tanks. All new underground storage facilities proposed for use in the storage of hazardous substances or hazardous wastes shall be designed and constructed so as to:
 - (i) Prevent releases due to corrosion or structural failure for the operational life of the tank;
 - (ii) Be protected against corrosion, constructed of noncorrosive material, steel clad with a noncorrosive material, or designed to include a secondary containment system to prevent the release or threatened release of any stored substances; and,
 - (iii) Use material in the construction or lining of the tank that is compatible with the substance to be stored.
 - (b) Aboveground Tanks. All new aboveground storage facilities proposed for use in the storage of hazardous substances or hazardous wastes shall be designed and constructed so as to:
 - (i) Not allow the release of a hazardous substance to the ground, ground waters, or surface waters;
 - (ii) Have a primary containment area enclosing or underlying the tank or part thereof; and
 - (iii) A secondary containment system either built into the tank structure or a dike system built outside the tank for all tanks.
- (2) Vehicle Repair and Servicing. Vehicle repair and servicing must be conducted over impermeable pads and within a covered structure capable of withstanding normally expected weather conditions. Chemicals used in the process of vehicle repair and servicing must be stored in a manner that protects them from weather and provides containment should leaks occur.
- (3) Spreading or Injection of Reclaimed Water. Water reuse projects for reclaimed water must be in accordance with the adopted water or sewer comprehensive plans that have been approved by the departments of Ecology and Health.
- (a) Surface spreading must meet the ground water recharge criteria given in Chapter 90.46.080 RCW and Chapter 90.46.010(10).
 - (b) Direct injection must be in accordance with the standards developed by authority of Chapter 90.46.042 RCW.
- (4) State and Federal Regulations. The uses listed below shall be conditioned as necessary to protect critical aquifer recharge areas in accordance with the applicable state and federal regulations:

Statutes, Regulations, and Guidance Pertaining to Activities Impacting Ground Water

Activity	Statute - Regulation - Guidance
Above Ground Storage Tanks	Chapter 173-303-640 WAC
Animal Feedlots	Chapter 173-216 WAC, Chapter 173-220 WAC

Automobile Washers	Chapter 173-216 WAC, Best Management Practices for Vehicle and Equipment Discharges (WDOE WQ-R-95-56)
Below Ground Storage Tanks	Chapter 173-360 WAC
Chemical Treatment Storage and Disposal Facilities	Chapter 173-303-182 WAC
Hazardous Waste Generator (Boat Repair Shops, Biological Research Facility, Dry Cleaners, Furniture Stripping, Motor Vehicle Service Garages, Photographic Processing, Printing and Publishing Shops, etc.)	Chapter 173-303 WAC
Injection Wells	Federal 40 CFR Parts 144 and 146, Chapter 173-218 WAC
Junk Yards and Salvage Yards	Chapter 173-304 WAC, Best Management Practices to Prevent Stormwater Pollution at Vehicles Recycler Facilities (WDOE 94-146)
Oil and Gas Drilling	Chapter 332-12-450 WAC, WAC, Chapter 173-218 WAC
On-Site Sewage Systems (Large Scale)	Chapter 173-240 WAC
On-Site Sewage Systems (< 14,500 gal/day)	Chapter 246-272 WAC, Local Health Ordinances
Pesticide Storage and Use	Chapter 15.54 RCW, Chapter 17.21 RCW
Sawmills	Chapter 173-303 WAC, 173-304 WAC, Best Management Practices to Prevent Stormwater Pollution at Log Yards (WDOE 95-53)
Solid Waste Handling and Recycling Facilities	Chapter 173-304 WAC
Surface Mining	Chapter 332-18-015 WAC
Waste Water Application to Land Surface	Chapter 173-216 WAC, Chapter 173-200 WAC, WDOE Land Application Guidelines, Best Management Practices for Irrigated Agriculture

(Ord. 5206 Sec. 3, 2007)

18.60.060: Uses Prohibited From Critical Aquifer Recharge Areas.

The following activities and uses are prohibited in critical aquifer recharge areas (prohibited uses are based on "Guidance Document for the Establishment of Critical Aquifer Recharge Area Ordinances," by Ecology, July 2000, Publication #97-30):

- (1) Landfills. Landfills, including hazardous or dangerous waste, municipal solid waste, special waste, wood waste, and inert and demolition waste landfills;
- (2) Underground Injection Wells. Class I, III, and IV wells and subclasses 5F01, 5D03, 5F04, 5W09, 5W10, 5W11, 5W31, 5X13, 5X14, 5X15, 5W20, 5X28, and 5N24 of Class V wells (Chapter 173-218 WAC).

(Ord. 5206 Sec. 3, 2007)

TITLE 18 - ZONING
CHAPTER 18.61 CRITICAL AREAS—FREQUENTLY FLOODED AREAS

CHAPTER 18.61 CRITICAL AREAS—FREQUENTLY FLOODED AREAS

18.61.010: Classification.

The flood areas in the City of Kennewick are classified as either one of two types:

- (1) Floodway: Floodways are defined as the channel of a stream and adjacent land areas which are required to carry and discharge the flood water or flood flows of any river or stream associated with a regulatory flood.
- (2) Flood Fringe: The flood fringe is defined as that land area which is outside a stream's floodway, but is subject to periodic inundation due to flooding, associated with a regulatory flood.

These flood areas have been accurately delineated based on hydrologic and hydraulic studies completed by the Federal Emergency Management Agency in 1981, and as subsequently revised and amended.

The methodology and detail of these studies is accepted as the best available.

(Ord. 5206 Sec. 4, 2007)

18.61.020: Designation.

- (1) All areas within the City meeting the frequently flooded designation criteria in the Identification and Delineation Manual, regardless of any formal identification, are hereby designated critical areas and are subject to the provisions of this Title.
- (2) The approximate location and extent of frequently flooded areas are shown on the adopted Critical Areas Map (Exhibit 3, or the latest revision of this map). Maps from the Federal Emergency Management Agency, as part of the National Flood Insurance Program (completed May, 1981; last revised June 15, 1994), clearly delineate frequently flooded areas. The present boundaries of the floodway and 100-year floodplain are those designated on the flood boundary and floodway maps contained in the Federal Emergency Management Agency report entitled, "Flood Insurance Study - City of Kennewick, Washington" (completed May, 1981; last revised June 15, 1994) and areas of special flood hazard outlined on the City of Kennewick Zoning Map.

(Ord. 5206 Sec. 4, 2007)

18.61.030: Regulation.

Title 15 (Buildings and Construction) and Chapter 18.66 (Flood Damage Protection) of the City of Kennewick Code regulate proposed activities adjacent to or within frequently flooded areas. If allowed, any structures permitted in the designated flood areas are subject to the floodproofing regulations provided in Title 15 and Chapter 18.66.

(Ord. 5206 Sec. 4, 2007)

TITLE 18 - ZONING
CHAPTER 18.62 CRITICAL AREAS—GEOLOGICALLY HAZARDOUS AREAS

CHAPTER 18.62 CRITICAL AREAS—GEOLOGICALLY HAZARDOUS AREAS**18.62.010: Designation of Geologically Hazardous Areas.**

Geologically hazardous areas include areas susceptible to erosion, sliding, earthquake, or other geological events. They pose a threat to the health and safety of citizens when incompatible development is sited in areas of significant hazard. Such incompatible development may not only place itself at risk, but also may increase the hazard to surrounding development and use. Areas susceptible to one or more of the following types of hazards shall be designated as a geologically hazardous area (See WAC 365-190-080(4)(a)):

- (1) Erosion hazard;
- (2) Landslide hazard;
- (3) Seismic hazard;
- (4) Extreme slope hazard;
- (5) Other geological events including mass wasting, debris flows, rock falls, and differential settlement.

(Ord. 5206 Sec. 5, 2007)

18.62.020: Designation of Specific Hazard Areas.

- (1) Erosion Hazard Areas. Erosion hazard areas are those areas identified by the U.S. Department of Agriculture - Natural Resources Conservation Service (USDA-NRCS) as having a "moderate to severe," "severe," or "very severe" rill and inter-rill erosion hazard (see WAC 365-190-080(4)(c)). Rill erosion tends to occur on slopes, particularly steep slopes with easily-erodable soils or poor vegetation. Erosion hazard areas also include those areas with slope greater than 15 percent.
- (2) Landslide Hazard Areas. Landslide hazard areas are areas potentially subject to landslides based on a combination of geologic, topographic, and hydrologic factors. They include areas susceptible because of any combination of bedrock, soil, slope (gradient), slope aspect, structure, hydrology, or other factors. Example of these may include, but are not limited to the following:
 - (a) Areas of historic failures, such as (see WAC 365-190-070(4)(d)(i)):
 - (i) Those areas delineated by the USDA-NRCS as having a "severe" limitation for building site development for factors other than slope for one or more types of building development;
 - (ii) Those areas mapped by the Department of Ecology (Coastal Zone Atlas) or the Department of Natural Resources (slope stability mapping) as unstable ("U" or class 3), unstable old slides ("UOS" or class 4), or unstable recent slides ("URS" or class 5); or
 - (iii) Areas designated as quaternary slumps, earthflows, mudflows, lahars, or landslides on maps published by the U.S. Geological Survey or Department of Natural Resources;
 - (b) Areas with all three of the following characteristics (see WAC 365-190-080(4)(d)(ii)):
 - (i) Slopes steeper than 15 percent; and
 - (ii) Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock; and

- (iii) Springs or ground water seepage;
 - (c) Slopes that are parallel or subparallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials (see WAC 365-190-080(4)(d)(iv));
 - (d) Slopes having gradients steeper than 80 percent subject to rock fall during seismic shaking (see WAC 365-190-080(4)(d)(v));
 - (e) Areas potentially unstable because of rapid stream incision, stream bank erosion, and undercutting by wave action (see WAC 365-190-080(4)(d)(vi));
 - (f) Areas located in a canyon or on an active alluvial fan, presently or potentially subject to inundation by debris flows or catastrophic flooding (see WAC 365-190-080(4)(d)(vii)); and
 - (g) Any area with a slope of 40 percent or steeper and with a vertical relief of ten or more feet except areas composed of consolidated rock. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least ten feet of vertical relief (see WAC 365-190-080(4)(d)(ix)).
- (3) Seismic Hazard Areas. Seismic hazard areas are areas subject to severe risk of damage as a result of earthquake induced ground shaking, slope failure, settlement, soil liquefaction, lateral spreading, 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 (see WAC 365-180-080(4)(e)):
- (a) The magnitude of an earthquake;
 - (b) The distance from the source of an earthquake;
 - (c) The type of thickness of geologic materials at the surface; and
 - (d) The type of subsurface geologic structure.
- Settlement and soil liquefaction conditions occur in areas underlain by cohesionless, loose, or soft-saturated soils of low density, typically in association with a shallow ground water table.
- (4) Extreme Slope Hazard Areas. Extreme slope hazard areas have severe erosion potential and a high probability of slope failure and landslide occurrence.
- (5) Other Hazard Areas. Geologically hazardous areas shall also include areas determined by the Planning Director to be susceptible to other geological events including mass wasting, debris flows, rock falls, and differential settlement.

(Ord. 5206 Sec. 5, 2007)

18.62.030: Classification of Geologically Hazardous Areas.

The level of risk for each geologic hazard type is described in this section. Documentation of specific areas in which a known or suspected risk exists for each of the following hazard areas is provided in the City Critical Areas Map (see Exhibit 4: Geologically Hazardous Areas). The provisions of this Title apply only to those areas for which a known or suspected risk exists.

Classification	Documentation and Data Sources
Known or Suspected Risk	Documentation or projection of the hazard by a qualified professional exists.
Low or No Risk	Documentation exists by a qualified professional regarding low hazard risk or lack of hazard.

Risk Unknown	Documentation, data, or projection of the hazard risk by a qualified professional are not available or sufficient to determine the presence or absence of a geologic hazard.
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- (1) Erosion hazard areas - Known or suspected risk in steep areas.
- (2) Landslide hazard areas - Known or suspected risk in areas with slope > 15 percent.
- (3) Seismic hazard areas - Low or no risk.
- (4) Extreme slope hazard areas - Known or suspected risk in areas with slope > 40 percent.
- (5) Other hazard areas - Other geologically hazardous areas may be designated by the City if documentation thereof is available.

(Ord. 5206 Sec. 5, 2007)

18.62.040: Mapping of Geologically Hazardous Areas.

- (1) The approximate location and extent of geologically hazardous areas containing known or suspected risk are shown on the adopted Critical Areas Map (Exhibit 4, or latest version of this map). The hazard areas outlined on this map are based on the following data:
 - (a) USGS 10-meter Digital Elevation Model (slope);
 - (b) USDA Soil Survey of Benton County Area, Washington;
 - (c) Additional data as determined necessary by the City.
- (2) This map is to be used as a guide for the City, project applicants and/or property owners, and may be updated as new information becomes available. It is a reference and does not provide a final critical area designation.

(Ord. 5206 Sec. 5, 2007)

18.62.050: Activities Allowed in Geologically Hazardous Areas.

The following activities are allowed in geologically hazardous areas pursuant to Section 18.58.110, and do not require submission of a critical area report provided that the activity will not increase the risk of the hazard:

- (1) Erosion and Landslide Hazard Areas. Except as otherwise provided for in this Title, only those activities approved and permitted consistent with the critical area report in accordance with this Title shall be allowed in erosion or landslide hazard areas.
- (2) Extreme Slope Hazard Areas. Installation of fences may be allowed within an extreme slope hazard area.
- (3) Other Hazard Areas. The following activities may be allowed within other geologically hazardous areas:
 - (a) Construction of new buildings with less than 3,500 square feet of floor area or roof area, whichever is greater, and which are not residential structures or used as places of employment or public assembly;
 - (b) Additions to existing residences that are 250 square feet or less; and
 - (c) Installation of fences.

(Ord. 5206 Sec. 5, 2007)

18.62.060: Critical Area Report—Additional Requirements for Geologically Hazardous Areas.

- (1) Prepared By a Qualified Professional. A critical areas report for a geologically hazardous area shall be prepared by a geotechnical engineer or geologist, licensed in the state of Washington, with experience analyzing geologic, hydrologic, and ground water flow systems; or by a geologist who earns his or her livelihood from the field of geology and/or geotechnical analysis, with experience analyzing geologic, hydrologic and ground water flow systems, who has experience preparing reports for the relevant type of hazard. Preparation of these reports by a state of Washington registered geologist is preferred.
- (2) Area Addressed in Critical Area Report. The following areas shall be addressed in a critical area report for geologically hazardous areas:
 - (a) The project area of the proposed activity; and
 - (b) All geologically hazardous areas within 200 feet of the project area or that have potential to be affected by the proposal.
- (3) Geotechnical Assessment. A critical area report for a geologically hazardous area shall contain an assessment of geological hazards including the following site and proposal-related information at a minimum:
 - (a) Site and Construction Plans. The report shall include a copy of the site plans for the proposal showing:
 - (i) The type and extent of geologic hazard areas, and any other critical areas, and buffers on, adjacent to, within 200 feet of, or that are likely to impact the proposal;
 - (ii) Proposed development, including the location of existing and proposed structures, fill, storage of materials, and drainage facilities, with dimensions indicating distances to the floodplain;
 - (iii) The topography, in two-foot contours, of the project area and all hazard areas addressed in the report; and
 - (iv) Clearing limits.
 - (b) Assessment of Geological Characteristics. The report shall include an assessment of the geologic characteristics and engineering properties of the soils, sediments, and/or rock of the project area and potentially affected adjacent properties, and a review of the site history regarding landslides, erosion, and prior grading. Soils analysis shall be accomplished in accordance with accepted taxonomic classification systems in use in the region. The assessment shall include, but not be limited to:
 - (i) A description of the surface and subsurface geology, hydrology, soils, and vegetation found in the project area and in all hazard areas addressed in the report;
 - (ii) A detailed overview of the field investigations, published data and references; data and conclusions from past assessments of the site; and site specific measurements, test, investigations, or studies that support the identification of geologically hazardous areas; and
 - (iii) A description of the vulnerability of the site to seismic and other geologic events.
 - (c) Analysis of Proposal. The report shall contain a geotechnical analysis including a detailed description of the project, its relationship to the geologic hazard(s), and its potential impact upon the hazard area, the subject property and affected adjacent properties; and

- (d) Minimum Buffer and Building Setback. The report shall make a recommendation for the minimum no-disturbance buffer and minimum building setback from any geologic hazard based upon the geotechnical analysis.
- (4) Incorporation of Previous Study. Where a valid geotechnical report has been prepared within the last five years for a specific site, and where the proposed land use activity and surrounding site conditions are unchanged, said report may be incorporated into the required critical area report. The applicant shall submit a geotechnical assessment detailing any changed environmental conditions associated with the site.
- (5) Mitigation of Long-Term Impacts. When hazard mitigation is required, the mitigation plan shall specifically address how the activity maintains or reduces the pre-existing level of risk to the site and adjacent properties on a long-term basis (equal to or exceeding the projected lifespan of the activity or occupation). Proposed mitigation techniques shall be considered to provide long-term hazard reduction only if they do not require regular maintenance or other actions to maintain their function. Mitigation may also be required to avoid any increase in risk above the pre-existing conditions following abandonment of the activity.

(Ord. 5206 Sec. 5, 2007)

18.62.070: Critical Area Report—Additional Requirements for Specific Hazards.

In addition to the general critical area report requirements of Section 18.58.140, critical area reports for geologically hazardous areas must meet the requirements of this Section. Critical area reports for two or more types of critical areas must meet the report requirements for each relevant type of critical area.

- (1) Erosion, Landslide and Extreme Slope Hazard Areas. In addition to the basic critical area report requirements, a critical area report for an erosion hazard or landslide hazard area shall include the following information at a minimum:
 - (a) Site Plan. The report shall include a copy of the site plan for the proposal showing:
 - (i) The height of slope, slope gradient, and cross section of the project area;
 - (ii) The location of springs, seeps, or other surface expressions of ground water on or within 200 feet of the project area or that have potential to be affected by the proposal (a distance of 200 feet is suggested so that geological features that might affect the proposal are included in the critical area report. It may be necessary to include features further than 200 feet from the project area in some instances, such as a series of related geological features that extend more than 20 feet); and
 - (iii) The location and description of surface water runoff.
 - (b) Geotechnical Analysis. The geotechnical analysis shall specifically include:
 - (i) A description of the extent and type of vegetative cover;
 - (ii) An estimate of load capacity including surface and ground water conditions, public and private sewage disposal systems, fills and excavations and all structural development;
 - (iii) An estimate of slope stability and the effect construction and placement of structures will have on the slope over the estimated life of the structure;
 - (iv) An estimate of the bluff retreat rate that recognizes and reflects potential catastrophic events such as seismic activity or a 100-year storm event;

- (v) Consideration of the run-out hazard of landslide debris and/or the impacts of landslide run-out on down slope properties.
 - (vi) A study of slope stability including an analysis of proposed angles of cut and fill and site grading;
 - (vii) Recommendations for building limitations, structural foundations, and an estimate of foundation settlement;
 - (viii) An analysis of proposed surface and subsurface drainage, and the vulnerability of the site to erosion;
- (c) Erosion and Sediment Control Plan. For any development proposal on a site containing an erosion hazard area, an erosion and sediment control plan shall be required. The erosion and sediment control plan shall be prepared in compliance with requirements set forth in the City's Construction Standards;
- (d) Drainage Plan. The report shall include a drainage plan for the collection, transport, treatment, discharge and/or recycle of water. The drainage plan should consider on-site septic system disposal volumes where the additional volume will affect the erosion or landslide hazard area.
- (e) Mitigation Plans. Hazard and environmental mitigation plans for erosion and landslide hazard areas shall include the location and methods of drainage, surface water management, locations and methods of erosion control, a vegetation management and/or replanting plan and/or other means for maintaining long-term soil stability.
- (f) Monitoring Surface Waters. If the Planning Director determines that there is a significant risk of damage to downstream receiving waters due to potential erosion from the site, based on the size of the project, the proximity to the receiving waters, or the sensitivity of the receiving waters, the critical area report shall include a plan to monitor the surface water discharge from the site. The monitoring plan shall include a recommended schedule for submitting monitoring reports to the City.
- (2) Other Geologically Hazardous Areas. In addition to the basic report requirements, the Planning Director may require additional information to be included in the critical area report when determined to be necessary to the review the proposed activity and the subject hazard. Additional information that may be required, includes, but is not limited to:
- (a) Site Plan. The site plan shall show all hazard areas located within 200 feet of the project area or that have potential to be affected by the proposal; and
 - (b) Geotechnical Analysis. The geotechnical analysis shall include a complete discussion of the potential impacts of the hazard on the project area and of the proposal on the hazard.

(Ord. 5206 Sec. 5, 2007)

18.62.080: Performance Standards—General Requirements.

- (1) Alterations of geologically hazardous areas or associated buffers may only occur for activities that:
 - (a) Will not increase the threat of the geological hazard to adjacent properties beyond pre-development conditions;
 - (b) Will not adversely impact other critical areas;
 - (c) Are designed so that the hazard to the project is eliminated or mitigated to a level equal to or less than pre-development conditions; and

- (d) Are determined to be safe as designed and under anticipated conditions by a qualified engineer or geologist, licensed in the state of Washington.
- (2) Critical facilities shall not be sited within geologically hazardous areas unless there is no other practical alternative.
- (3) In addition to the provisions of this Title, alterations of geologically hazardous areas or associated buffers must conform to City Construction Standards and building codes.

(Ord. 5206 Sec. 5, 2007)

18.62.090: Performance Standards—Specific Hazards.

- (1) Erosion and Landslide Hazard Areas. Activities on sites containing erosion or landslide hazards shall meet the following requirements:
 - (a) Buffer Required. A buffer shall be established from all edges of erosion or landslide hazard areas. The size of the buffer shall be determined by the Planning Director to eliminate or minimize the risk of property damage, death or injury resulting from erosion and landslides caused in whole or part by the development, based upon review of and concurrence with a critical area report prepared by a qualified professional.
 - (i) Minimum Buffer. The minimum buffer shall be equal to the height of the slope or 50 feet, whichever is greater.
 - (ii) Buffer Reduction. The buffer may be reduced to a minimum of ten feet when a qualified professional demonstrates to the Planning Director's satisfaction that the reduction will adequately protect the proposed development, adjacent developments and uses and the subject critical area.
 - (iii) Increased Buffer. The buffer may be increased where the Planning Director determines a larger buffer is necessary to prevent risk of damage to proposed and existing development.
 - (b) Alterations. Alterations of an erosion or landslide hazard area and/or buffer may only occur for activities for which a geotechnical analysis is submitted and determines that:
 - (i) The development will not increase surface water discharge or sedimentation to adjacent properties beyond pre-development conditions;
 - (ii) The development will not decrease slope stability on adjacent properties; and
 - (iii) Such alterations will not adversely impact other critical areas.
 - (c) Construction Standards. Development within an erosion or landslide hazard area and/or buffer shall be designed to meet the following basic requirements unless it can be demonstrated that an alternative design that deviates from one or more of these standards provides greater long-term slope stability while meeting all other provisions of this Title. The requirement for long-term slope stability shall exclude designs that require regular and periodic maintenance to maintain their level of function. In addition to those requirements outlined in Section 18.62.080, the basic development Construction Standards within geologically hazardous areas are:
 - (i) The proposed development shall not decrease the factor of safety for landslide occurrences below the limits of 1.5 for static conditions and 1.2 for dynamic conditions. Analysis of dynamic conditions shall be based on a minimum horizontal acceleration as established by the current version of the Uniform Building Code.

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- (ii) Structures and improvements shall be clustered to avoid geologically hazardous areas and other critical areas;
 - (iii) Structures and improvements shall minimize alterations to the natural contour of the slope and foundations shall be tiered where possible to conform to existing topography;
 - (iv) Structures and improvements shall be located to preserve the most critical portion of the site and its natural landforms and vegetation;
 - (v) The proposed development shall not result in greater risk or a need for increased buffers on neighboring properties;
 - (vi) The use of retaining walls that allow the maintenance of existing natural slope area is preferred over graded artificial slopes;
 - (vii) Development shall be designed to minimize impervious lot coverage.
- (d) **Vegetation Shall be Retained.** Unless otherwise provided or as part of an approved alteration, removal of vegetation from an erosion or landslide hazard area or related buffer shall be prohibited;
- (e) **Utility Lines and Pipes.** Utility lines and pipes shall be permitted in erosion and landslide hazard areas only when the applicant demonstrates that no other practical alternative is available. The line or pipe shall be located above ground and properly anchored and/or designed so that it will continue to function in the event of an underlying slide. Stormwater conveyance shall be allowed only through a high-density polyethylene pipe with fuse-welded joints, or similar product that is technically equal or superior.
- (f) **Point Discharges.** Point discharges from surface water facilities and roof drains onto or upstream from an erosion or landslide hazard area shall be prohibited except as follows:
- (i) Conveyed via continuous storm pipe downslope to a point where there are no erosion hazards areas downstream from the discharge;
 - (ii) Discharged at flow durations matching predeveloped conditions, with adequate energy dissipation, into existing channels that previously conveyed stormwater runoff in the predeveloped state; or
 - (iii) Dispersed discharge upslope of the steep slope onto a low-gradient undisturbed buffer demonstrated to be adequate to infiltrate all surface and stormwater runoff, and where it can be demonstrated that such discharge will not increase the saturation of the slope;
- (g) **Subdivisions.** The division of land in erosion and landslide hazard areas and associated buffers is subject to the following:
- (i) Land that is located wholly within an erosion or landslide hazard area or its buffer may not be subdivided. Land that is located partially within an erosion or landslide hazard area or its buffer may be divided provided that each resulting lot has sufficient buildable area outside of, and will not affect, the erosion or landslide hazard or its buffer.
 - (ii) Access roads and utilities may be permitted within the erosion or landslide hazard area and associated buffers if the City determines that no other feasible alternative exists.
- (h) **Prohibited Development.** On-site sewage disposal systems, including drain fields, shall be prohibited within erosion and landslide hazard areas and related buffers.
- (2) **Extreme Slope Hazard Areas.** Activities on sites containing extreme slope hazards shall be considered unbuildable. This includes, but is not limited to, construction of buildings, sewage disposal systems and roads. Construction of facilities shall not be permitted in extreme slope hazard areas unless under an

exception provided consistent with Section 18.58.120 of this Title. If an exception is granted, the provisions of Sections 18.62.080 and 18.62.090(1) must be satisfied.

- (3) Other hazard areas. Activities on sites containing or adjacent to seismic or other geologically hazardous areas, shall meet the standards of Section 18.62.080.

(Ord. 5206 Sec. 5, 2007)

TITLE 18 - ZONING
CHAPTER 18.63 CRITICAL AREAS—FISH AND WILDLIFE HABITAT CONSERVATION AREAS

CHAPTER 18.63 CRITICAL AREAS—FISH AND WILDLIFE HABITAT CONSERVATION AREAS

18.63.010: Designation of Fish and Wildlife Habitat Conservation Areas.

- (1) Fish and wildlife habitat conservation areas include:
- (a) Areas where state or federal designated endangered, threatened, and sensitive species have a primary association.
 - (i) 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.
 - (ii) 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, 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. State designated endangered, threatened, and sensitive species are periodically recorded in WAC 232-12-014 (state endangered species), and WAC 232-12-011 (state threatened and sensitive species). The state Department of Fish and Wildlife maintains the most current listing and should be consulted as necessary for current listing status.
 - (iii) A combined list of federal and state identified species having the potential to be within the City of Kennewick area is included in Appendix A.
 - (b) State Priority Habitats and Areas Associated With State Priority Species. Priority habitats and species are considered to be priorities for conservation and management. Priority species require protective measures for their perpetuation due to their population status, sensitivity to habitat alteration, and/or recreational, commercial, or tribal importance. Priority habitats are those 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 or dominant plant species, a described successional stage, or a specific structural element. Priority habitats and species are identified by the state Department of Fish and Wildlife. A state list of priority habitats is included in Appendix A.
 - (c) Habitats and Species of Local Importance. Habitats and species of local importance are those identified by the City, including those that possess unusual or unique habitat warranting protection because of qualitative species diversity or habitat system health indicators (see map, Exhibit 1, or the latest revision of this map and Appendix A, both on file in the Kennewick Planning Department).
 - (d) Naturally Occurring Ponds Under 20 Acres. Naturally occurring ponds are those ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat, including those artificial ponds intentionally created from dry areas in order to mitigate impacts to ponds. Naturally occurring ponds do not include ponds deliberately designed and created from dry sites, such as canals, detention facilities, wastewater treatment facilities, farm ponds, temporary

construction ponds, and landscape amenities, unless such artificial ponds were intentionally created for mitigation.

- (e) Waters of the State. Waters of the state includes 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, as classified in WAC 222-16-031.
 - (f) Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity.
 - (g) State natural area preserves and natural resource conservation areas. Natural area preserves and natural resource conservation areas are defined, established, and managed by the state Department of Natural Resources.
 - (h) Land essential for preserving eco-connectivity between habitat blocks and open spaces.
- (2) All areas within the City meeting one or more of these criteria, regardless of any formal identification, are hereby designated critical areas and are subject to the provisions of this Title.
- (3) Mapping. The approximate location and extent of conservation areas are shown on the critical area map adopted by the City (Exhibit 1: or latest version of this map), and as most recently updated and the following critical area maps hereby adopted:
- (a) Department of Fish and Wildlife Priority Habitat and Species Maps;
 - (b) Resident salmonid distribution maps contained in the Habitat Limiting Factors Reports published by the Washington Conservation Commission;
 - (c) Department of Natural Resources State Natural Area Preserves and Natural Resource Conservation Area Maps; and
 - (d) Additional data as determined necessary by the City.

The City of Kennewick Critical Areas Map is to be used as a guide for the City, project applicants and/or property owners, and may be continuously updated as new critical areas are identified. In some instances, it is a reference and does not provide a final critical area designation.

(Ord. 5206 Sec. 6, 2007)

18.63.020: Critical Area Report—Additional Requirements for Habitat Conservation Areas.

- (1) Prepared by a Qualified Professional. A critical areas report for a habitat conservation area shall be prepared by a qualified professional who is a biologist with experience preparing reports for the relevant type of habitat.
- (2) Area Addressed in Critical Area Report. The following topics shall be addressed in a critical area report for habitat conservation areas (The distance of 200 feet is suggested to account for buffers/zones that may not be accurately mapped at the time of application):
 - (a) The project area of the proposed activity;
 - (b) All habitat conservation areas and recommended buffers within 200 feet of the project area; and
 - (c) All shoreline areas, floodplains, and other critical areas, and related buffers within 200 feet of the project area.
- (3) Habitat Assessment. A habitat assessment is an investigation of the project area to evaluate the presence or absence of a potential critical fish, wildlife, or plant species or habitat. A critical area report for a habitat conservation area shall contain an assessment of habitats including the following site and proposal-related information at a minimum:

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- (a) Detailed description of vegetation on and adjacent to the project area;
 - (b) Identification of any species of local importance, priority species and habitats (PHS), or endangered, threatened, sensitive or candidate species 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;
 - (c) 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;
 - (d) 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 Section 18.58.170; and
 - (e) A discussion of ongoing management practices that will protect habitat after the project site has been developed, including proposed monitoring and maintenance programs.
- (4) Additional Information May be Required. When appropriate due to the type of habitat or species present or the project area conditions, the City may also require the habitat management plan to include:
- (a) An evaluation by the Department of Fish and Wildlife or qualified expert regarding the applicant's analysis and the effectiveness of any proposed mitigating measures or programs, to include any recommendations as appropriate;
 - (b) An evaluation by the local Native American Indian Tribe; and
 - (c) Detailed surface and subsurface hydrologic features both on and adjacent to the site.

(Ord. 5206 Sec. 6, 2007)

18.63.030: Performance Standards—General Requirements.

- (1) Alterations shall not degrade the functions and values of habitat. A habitat conservation area may be altered only if the proposed alteration of the habitat or the mitigation proposed does not degrade the quantitative and qualitative functions and values of the habitat. All new structures and land alterations shall be prohibited from habitat conservation areas, except in accordance with this Title.
- (2) Non-indigenous species shall not be introduced. No plant, wildlife, or fish species not indigenous to the region shall be introduced into a habitat conservation area unless authorized by a state or federal permit or approval.
- (3) Mitigation shall result in contiguous corridors. Mitigation sites shall try to achieve contiguous functioning habitat corridors in accordance with a mitigation plan that is part of the critical area report to minimize the isolating effects of development on habitat areas, so long as mitigation of aquatic habitat is located within the same aquatic ecosystem as the area disturbed.
- (4) Approvals of activities may be conditioned. The City shall condition approvals of activities allowed within or adjacent to a habitat conservation area or its buffers, as necessary to minimize or mitigate any potential adverse impacts. Conditions may include, but are not limited to, the following:
 - (a) Establishment of buffer zones;
 - (b) Preservation of critically important vegetation;
 - (c) Limitation of access to the habitat area, including fencing to deter unauthorized access;

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- (d) Seasonal restriction of construction activities;
 - (e) Establishment of a duration and timetable for periodic review of mitigation activities; and
 - (f) Requirement of a performance bond, when necessary, to ensure completion and success of proposed mitigation.
- (5) Subdivisions. The subdivision and short subdivision of land in fish and wildlife habitat conservation areas and associated buffers is subject to a "take" under the following provisions:
- (a) Land that is located wholly within a habitat conservation area or its buffer may not be subdivided.
 - (b) Land that is located partially within a habitat conservation area or its buffer may be divided provided that an accessible and contiguous portion of each new lot is located outside of the habitat conservation area or its buffer and meets the minimum lot size requirements of City's Zoning Code - Title 18 and Subdivision Code - Title 17.
 - (c) Access roads and utilities serving the proposed may be permitted within the habitat conservation area and associated buffers only if the City determines that no other feasible alternative exists and when consistent with this Title.

(Ord. 5206 Sec. 6, 2007)

18.63.040: Performance Standards—Specific Habitats.

- (1) Endangered, Threatened, and Sensitive Species.
 - (a) No development shall be allowed within a habitat conservation area or buffer with which state or federal endangered, threatened, or sensitive species have a primary association.
 - (b) Whenever activities are proposed adjacent to a habitat conservation area with which state or federally endangered, threatened, or sensitive species have a primary association, such area shall be protected through the application of protection measures in accordance with a critical area report prepared by a qualified professional and submitted to the City. Approval for alteration of land adjacent to the habitat conservation area or its buffer shall not occur prior to consultation with the Department of Fish and Wildlife and the appropriate federal agency.
 - (c) Bald eagle habitat shall be protected pursuant to the Washington State Bald Eagle Protection Rules (WAC 232-12-292). Whenever activities are proposed adjacent to a verified nest territory or communal roost, a habitat management plan shall be developed by a qualified professional. Activities are adjacent to bald eagle sites when they are within 800 feet, or within a quarter mile (2,640 feet) and in a shoreline foraging area. The City shall verify the location of eagle management areas for each proposed activity. Approval of the activity shall not occur prior to approval of the habitat management plan by the Department of Fish and Wildlife.
- (2) Wetland Habitats. All proposed activities within or adjacent to habitat conservation areas containing wetlands shall, at a minimum, conform to the wetland development performance standards set forth in Chapter 18.59, in addition to meeting the habitat conservation area standards in this Chapter.
- (3) Riparian Habitat Areas. Unless otherwise allowed in this Title, all structures and activities shall be located outside of the riparian habitat areas (RHAs).
 - (a) Establishment of Riparian Habitat Areas. RHAs shall be established for habitats that include aquatic systems.

- (b) Riparian Habitat Area Widths. Recommended RHA widths are shown in the table below. A riparian habitat area shall have the width recommended, unless a greater width is required pursuant to Section 18.59.030(3), or a lesser width is allowed pursuant to Section 18.59.030(4). Widths shall be measured outward, on the horizontal plane, from the ordinary high water mark or from the top of bank if the ordinary high water mark cannot be identified. Riparian areas should be sufficiently wide to achieve the full range of riparian and aquatic ecosystem functions, which include but are not limited to protection of instream fish habitat through control of temperature and sedimentation in streams; preservation of fish and wildlife habitat; and connection of riparian wildlife habitat to other habitats. (Recommended riparian habitat widths are adapted from Department of Fish and Wildlife "Management Recommendations for Washington's Priority Habitats: Riparian," 1997.)

Riparian Habitat Areas	
Stream/Type	Recommended RHA Widths
Columbia River/McNary Pool Shoreline (Shoreline of Statewide Significance)	
- Levee (limited to no riparian habitat function) (Riparian function based upon HDR analysis (2007) and review of existing shoreline function for Columbia River/McNary Pool levee, armored and unarmored shoreline)	25 feet*
- Armored Shoreline (limited to no riparian habitat function)	25 feet*
- Unarmored Shoreline (limited to moderate potential for habitat function)	75 feet*
Type 3 or other perennial or fish bearing streams (Family Fishing Pond inlet and CID return near Kiwanis Building in Columbia Park)**	75 feet*
Types 4 and 5 (Upper Amon)	50 feet*

Commented [AM1]: WDFW recommending 100 feet

*Note 1: Stormwater handling in areas adjacent to riparian areas will be controlled consistent with requirements in the Stormwater Management Manual for Eastern Washington (Ecology 2004), and will be protective of shoreline riparian function.

**Note 2: Columbia Park campground drainage and duck ponds would likely become Type 3 waters if reconnected to the Columbia River as identified in the City's Shoreline Program Restoration Plan (HDR 2006).

(Ord. 5206 Sec. 6, 2007)

CHAPTER 18.66 - FLOOD DAMAGE PREVENTION

18.66.010: - Purpose.

Floods are inimical to the public health, safety, and welfare. This Chapter is intended to prevent flood damage and maintain community eligibility in the National Flood Insurance Program. It is also intended to minimize public and private losses due to flood conditions in specific areas by provision designed: To protect human life and health; to minimize expenditure of public money and costly flood control projects; to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public; to minimize prolonged business interruptions; to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard; to help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas; to ensure that potential buyers are notified that property is in an area of special flood hazard; and to ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

(Ord. 5180 Sec. 1, 2007)

18.66.020: - Definitions.

- (1) *Accessory Structure* means nonresidential structures such as garages, sheds, garden buildings, pole buildings, grain bins, and barns, which are considered normal for farming or ranching activities.
- (2) *Appeal* means it requires a review of the interpretation of any provision of this Chapter, or a request for a variance.
- (3) *Area of Shallow Flooding* is designated AO or AH Zone on the Flood Insurance Rate Map (FIRM), has a base flood depth ranging from one to three feet, no clearly defined channel, an unpredictable and indeterminate path and evidence of velocity flow. AO is characterized as sheet flow and AH indicates ponding.
- (4) *Area of Special Flood Hazard* is land with a one-percent or greater chance of flooding in any given year. Designation on maps always includes the letters A or V.
- (5) *Base Flood* is the flood with a one-percent chance of being equaled or exceeded in any given year, also referred to as the "100-Year Flood." Designation on maps always includes the letters A or V.
- (6) *Basement* means any area of the building having its floor sub-grade (below ground level) on all sides.
- (7) *Best Available Information* means information from Federal, State or other sources that has been generated using technically defensible methods or is based on reasonable historical analysis and experience in the absence of official Flood Insurance Rate Map data.
- (8) *Breakaway Wall* means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.
- (9) *Critical Facility* means a facility for which even a slight chance of flooding would be too great. Critical facilities include, but are not limited to, schools, hospitals, police, fire and emergency response installations, nursing homes, installations which produce, use or store hazardous materials or hazardous waste.

- (10) *Development* is any manmade change to real estate such as buildings, mining, dredging, filling, grading, paving, excavating or drilling operations or storage of equipment and materials located within the area of special flood hazard.
- (11) *Development Permit* means a floodprone area development permit, as established in Section 18.66.040(1).
- (12) *Elevated Building* means for insurance purposes, a non-basement building, which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.
- (13) *Existing Manufactured Home Park or Subdivision* means a manufactured home park subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted flood plain management regulations.
- (14) *Expansion to an existing Manufactured Home Park or Subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
- (15) *Flood or Flooding* is a general and temporary, partial or complete inundation of normally dry land caused by overflowing inland waters or the unusual and rapid accumulating of runoff of surface waters from any source.
- (16) *Flood Insurance Rate Map (FIRM)* is the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones for the community.
- (17) *Flood Insurance Study* is the official report of the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.
- (18) *Flood Protection Elevation* means to or above the base flood elevation.
- (19) *Floodway* is the ~~channel of a river or other watercourse and the adjacent land necessary to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height~~ area that has been established in effective Federal Emergency Management Agency (FEMA) flood insurance rate maps or floodway maps. The floodway does not include lands that can reasonably be expected to be protected from flood waters by flood control devices maintained by or maintained under license from the federal government, the state or a political subdivision of the state.
- (20) *Lowest Floor* is the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure used only for parking of vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements found in Section 18.66.060(2)(a).
- (21) *Manufactured Home* is a structure, transportable in one or more sections, which is built on a permanent chassis and is designated for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a recreational vehicle.

- (22) *Manufactured Home Park or Subdivision* is a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
- (23) *New Construction* means structures for which the "start of construction" commenced on or after the effective date of this ordinance.
- (24) *New Manufactured Home Park or Subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations.
- (25) *Recreational Vehicle* means a vehicle which is built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- (26) *Special Flood Hazard Area* is an area subject to a base or 100-year flood; areas of special flood hazard are shown on a flood hazard boundary map or flood insurance rate map as Zone A, AO, A1-30, AE, A99, AH, VO, VI-30, VE, or V.
- (27) *Start of Construction* is the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement within 180 days after the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; the installation of streets or walkways; excavations for basements, footings, piers, or foundations or the erection of temporary forms; nor the installation of accessory buildings, such as the garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- (28) *Structure* is a walled and roofed building including a gas or liquid storage tank that is principally above ground.
- (29) *Substantial Damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- (30) *Substantial Improvement* is any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started or if the structure has been damaged and is being restored, before the damage occurred. A "substantial improvement" occurs when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not it affects the external dimensions of the structure. A "substantial improvement" does not include an improvement to comply with health, sanitary, or safety codes that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living or to a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

- (31) *Variance* means a grant of relief from the requirements of this Chapter, which permits construction in a manner that would otherwise be prohibited by this Chapter.
- (32) *Water Dependent* means a structure for commerce or industry, which cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operation.

(Ord. 5309 Sec. 17, 2010; Ord. 5180 Sec. 1, 2007)

18.66.030: - General Provisions.

- (1) Lands to which this Chapter Applies. This Chapter applies to all areas of special flood hazards within the City. It is an overlay zone imposed in addition to the provisions of the Zoning districts in which it is located.
- (2) Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Insurance Administration in a report entitled "Flood Insurance Study - City of Kennewick, Washington," ~~completed dated in~~ May 5, 1981, and revised ~~in September of June 15, 1989~~ 1994, and any revisions thereto, with accompanying Flood Insurance Rate Maps, and any revision thereto, is hereby adopted by reference. The [Flood Insurance Study](#) and [the FIRM Maps](#) are on file at the Department of Planning. [The best available information for flood hazard area identification as outlined in Section 18.66.040\(4\)\(c\) shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under Section 18.66.040\(4\)\(c\).](#) Areas within Benton County which are annexed into the City, are within such areas, if shown upon studies and maps prepared by the Federal Insurance Administration for Benton County. Areas of special flood hazard will be shown on the Kennewick Zoning Map.
- (3) Compliance. No structure or land may be constructed, located, extended, converted, or altered without full compliance with the terms of this Chapter. Violations of the provisions of this Chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this Chapter or fails to comply with any of its requirements shall, upon conviction, be punished in accord with KMC 18.54. Nothing herein contained shall prevent the City of Kennewick from taking such other lawful action as is necessary to prevent or remedy any violation.
- (4) Greater Restriction Applies. This Chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. If this Chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, the more stringent prevails.
- (5) Interpretation. In the interpretation and application of this Chapter, all provisions are minimum standards and liberally construed in favor of the City's regulatory powers; and deemed neither to limit or repeal any other powers granted under State statutes.
- (6) Warning and Disclaimer of Liability. The degree of flood protection established by this Chapter is reasonable for regulatory purposes and based on scientific and engineering research. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This Chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Chapter does not create liability on the part of the City of Kennewick, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this Chapter or any administrative decision, or variance made thereunder.

(Ord. 5309 Sec. 18, 2010; Ord. 5180 Sec. 1, 2007)

18.66.040: - Administration.

- (1) Development Permit Required. A Floodprone Area Development Permit must be obtained before construction or development begins within any area of special flood hazard established in Section 18.66.030(2). The permit will be for all structures, including manufactured homes, as set forth in Section 18.66.020 and all other development including filling and other activities, also as set forth in Section 18.66.020.
- (2) Application. Application for a development permit must be made on forms furnished by the Planning Director and include all information required for any other development application with which it may be filed. The application must include a copy of the construction drawings and elevations, in duplicate, of a site plan (one copy, if no larger than 8½" x 14") drawn to scale and showing lot lines and dimensions of existing and proposed structures, landscaping, fences or walls, ground elevations of the area, proposed fill or grading, storage of materials, drainage facilities, and any other information deemed necessary by the Director. Specific information must show precisely the elevation, in relation to mean sea level, of the lowest floor (including a basement) of existing and proposed structures, the elevation, in relation to mean sea level to which any non-residential structure has been floodproofed. A certificate by a professional engineer registered in the State of Washington that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in Section 18.66.060, and a description of the extent to which any watercourse will be altered or relocated is required.
- (3) Designation of the Director. The Planning Director shall administer and implement this Chapter. He or she may require proof that conditions of approval and the standards of this Chapter have been met or that certification be provided and, if not forthcoming, may revoke the development permit and require that development discontinue or the structure be vacated. When the first floor of a residential structure is required to be elevated, as provided in Section 18.66.060, the Planning Director will require that the applicant submit a statement from a professional surveyor indicating the elevation to which the first floor was actually constructed.
- (4) Review. Duties and responsibilities of the Planning Director shall include, but not be limited to:
 - (a) Review all development permits to determine that the permit requirements of this Chapter have been satisfied. If they are located in the floodway, assure that the encroachment provisions of Section 18.66.060(2)(f) are met and that all necessary permits have been obtained;
 - (b) Review all development permits to determine that all necessary permits have been obtained from those Federal, State, or local government agencies from which prior approval is required (i.e. Section 404 wetlands permits from the U.S. Army Corps of Engineers);
 - (c) ~~If~~ When base flood elevation data has not been provided (in A or V Zones) by the Flood Insurance Administration, in accordance with Section 18.66.030(2) ~~basis~~ Basis for ~~establishing~~ Establishing the ~~areas~~ Areas of ~~special~~ Special ~~flood~~ Flood ~~hazard~~ Hazard, the Planning Director shall obtain, review and ~~reasonably use~~ utilize any base flood elevation and floodway data available from a Federal, State or other source, in order to administer Section 18.66.060(2) Specific Standards, and Section 18.66.060(2)(c) Floodways;
 - (d) Where base flood elevation is provided through the Flood Insurance Study or is required by this Chapter, obtain, record, and maintain the records of the actual elevation (in relation

to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, whether or not the structure contains a basement; and the floodproofing certification required in Section 18.66.060(2)(a) and (b), including the actual elevation in relation to mean sea level;

- (e) For all new or substantially improved ~~nonresidential~~ floodproofed nonresidential structures where base flood elevation data is provided through the FIS, FIRM, or as required in 18.66.040(4)(c):
 - (i) ~~Verify Obtain~~ and record the ~~actual~~ elevation (in relation to mean sea level) to which the structure was floodproofed, and
 - (ii) ~~maintain~~ Maintain the floodproofing certifications required in Section 18.66.040(2);
- (f) Alteration of Watercourses. Notify adjacent communities and the Department of Ecology, prior to any alteration or relocation of a watercourse, submit evidence of such notification to the Federal Insurance Administration, and require that the watercourse be maintained so that its flood carrying capacity is not diminished;
- (g) Make interpretations where needed, as to ~~of the~~ exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given reasonable opportunity to appeal the interpretation. Such appeals shall be granted consistent with the standards of Section 60.6 of the Rules and Regulations of the National Flood Insurance Program;
- (h) If the conditions of this Chapter or any permit are not met, revoke the permit and cause the vacation or demolition of any nonconforming structure; and
- (i) Maintain for public inspection all records pertaining to the provision of this Chapter.

(Ord. 5204 Sec. 17, 2007; Ord. 5180 Sec. 1, 2007)

18.66.050: - Variance and Appeal Procedure.

- (1) Hearing Examiner. The Hearing Examiner shall hear and decide appeals from decisions of the Planning Director and requests for variances. The procedure and requirements for a variance or appeal shall be in accord with Chapters 18.51 and 18.54.
- (2) Consideration of the Hearing Examiner.
 - (a) In passing upon applications, the Hearing Examiner shall consider all technical evaluations, all relevant factors, and standards specified in other sections of this Chapter, and:
 - (i) The danger that materials may be swept onto other lands to the injury of others;
 - (ii) The danger to life and property due to flooding or erosion;
 - (iii) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the owner;
 - (iv) The importance of the services provided by the proposed facility to the community;
 - (v) The necessity of a waterfront location to the facility, where applicable;
 - (vi) The availability of alternative locations which are not subject to flooding or erosion damage;

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- (vii) The compatibility of the proposed use with existing and anticipated development;
 - (viii) The relationship of the proposed use to the Comprehensive Plan and floodplain management program;
 - (ix) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (x) The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
 - (xi) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (b) Generally, variances may be issued for the new construction or substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the items in Section 18.66.050(2)(a) have been fully considered. As the lot size increases, the technical justification necessary for issuance of a variance increases.
- (c) Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.
- (d) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (e) The Hearing Examiner may attach such conditions to a variance as it deems necessary to further the purposes of this chapter.
- (f) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the remainder of this Section.
- (g) Other variances may be approved by the Hearing Examiner upon:
- (i) No increase in flood levels during the base flood discharge will result;
 - (ii) The variance is the minimum necessary, considering the flood hazard, to afford relief;
 - (iii) There is good and sufficient cause for the granting of the variance;
 - (iv) A failure to grant the variance will result in exceptional hardship to the applicant;
 - (v) Granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing laws or ordinances;
 - (vi) Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants or their economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the Flood Hazard Regulations should be quite rare;
- (vii) Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry floodproofing, where

it can be determined that such action will have low damage potential, complies with all other variance criteria except Section 18.66.050(2)(b), and otherwise complies with Section 18.66.060.

(3) Responsibilities of the Director.

- (a) Any applicant to whom a variance is granted will be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the costs of flood insurance may be commensurate with the increased risk.
- (b) The Planning Director will maintain records of all appeal actions and report any variances to the Federal Insurance Administration upon request.

(Ord. 5322 Sec. 63, 2010; Ord. 5309 Sec. 19, 2010; Ord. 5180 Sec. 1, 2007)

18.66.060: - Standards for Flood Hazard Reduction.

(1) General Standards. In all areas of special flood hazards the following standards apply:

(a) Anchoring.

- (i) All new construction and substantial improvements must be anchored to prevent flotation, collapse, or lateral movement.
- (ii) All manufactured homes must be anchored to prevent flotation, collapse, or lateral movement by providing the over-the-top and frame ties to ground anchors. Over-the-top ties must be provided at each of the four corners of the mobile home with two additional ties per side at intermediate locations, but mobile homes less than 50 feet long need have only one additional tie per side. Frame ties must be provided at each corner of the home with five additional ties per side. All components of the anchoring system must be capable of carrying a force of 4,800 pounds. Any additions to the mobile home must be similarly anchored.
- (iii) An alternative method of anchoring may be used provided it complies with the standards contained in FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook; incorporated herein by reference.

(b) Construction Materials and Methods. All new construction and substantial improvements must be constructed with materials and utility equipment and by methods and practices that resist and minimize flood damage.

(c) Mechanical Equipment and Utilities.

- (i) Electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (ii) All new and replacement water supply systems must be designed to eliminate or minimize the infiltration of floodwaters into the system;
- (iii) All new and replacement sanitary sewage systems must be designed to minimize or eliminate infiltration from and discharge into floodwaters;

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- (iv) On-site waste disposal systems must be located and designed to avoid impairment or contamination during flooding; and
 - (v) Water wells shall be located on high ground that is not in the floodway.
- (d) Subdivision Proposals.
- (i) All subdivision proposals shall be consistent with the need to minimize flood damage;
 - (ii) All ~~the~~ subdivision proposals ~~must shall~~ have public utilities and facilities such as sewer, gas, electrical, and water systems, located and constructed to minimize or eliminate flood damage; ~~and adequate drainage located and constructed which will minimize flood damage.~~
 - (iii) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage;
 - (iv) Base flood elevation data must be provided for subdivision proposals and other proposed developments which contain at least 50 lots or five acres (whichever is less).
- (e) Review of Building Permits. The Planning Director shall obtain, review and reasonably utilize the best available information as criteria for requiring that new construction, substantial improvements, or other development in Zone "A" conform to applicable provisions of this Chapter. Where elevation data is not available either through the Flood Insurance Study or from another authoritative source (Section 18.66.040(4)(c)), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Residential and commercial structures in unnumbered "A" Flood Hazard Zones must be elevated with their lowest floor at least two feet above grade. Failure to elevate at least two feet above grade in unnumbered "A" Zones may result in higher insurance rates. All applicants for building permits within special flood hazard areas are encouraged to elevate the lowest floor at least one foot above the base flood level. Elevating to at least one foot above the base flood will further substantially reduce the damage potential in the event of a 100-year flood; and, will have a lessening effect on the fees or rates for required flood insurance.
- (2) Specific Standards. In all areas of special flood hazards where base flood elevation data has been provided, as set forth in Section 18.66.030(2) or 18.66.040(4)(d), the following standards apply:
- (a) Residential Construction.
 - (i) New Construction and substantial improvement of any residential structure must have the lowest floor, including basement, elevated one foot above the base flood elevation. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must be certified by a registered professional engineer or must meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided; the bottom of all openings shall be no higher than one foot

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above grade; and openings may be equipped with screens, louvers, or other coverings or devices, provided that they permit automatic entry and exit of floodwaters.

- (ii) **Manufactured Homes.** All manufactured homes to be placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites: Outside of a manufactured home park or subdivision in an expansion to an existing manufactured home park or subdivision, in a new manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot above the base flood elevation and be securely anchored to an adequately designed foundation system to resist flotation collapse and lateral movement. Manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision with A1-30, AH, and AE on the community's FIRM that are not subject to the above manufactured home provisions be elevated so that either: the lowest floor of the manufactured home is elevated one foot above the base flood elevation, or the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately designed foundation system to resist flotation, collapse, and lateral movement.
 - (iii) Residential structures that contain fully enclosed areas below the base flood level must meet the same standards for such areas as described in 18.66.060(2)(b)(i).
- (b) **Nonresidential Construction.** New construction and substantial improvement of any commercial, industrial or other nonresidential structure must either have the lowest floor, including basement, and attendant utility and sanitary facilities, elevated one foot above the base flood elevation; or floodproofed so that below one foot above the base flood level the structure is watertight with walls substantially impermeable to the passage of water, has structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy, be certified by a registered professional engineer that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications, and plans. Such certifications shall be provided to the official as set forth in Section 18.66.040(2).
- (i) Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in Section 18.66.060(2)(a)(i).
 - (ii) Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (a building floodproofed to the base flood level will be rated as one foot below that level).
- (c) **Floodways.** Located within areas of special flood hazard established in Section 18.66.030(2) are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris, and increase erosion potential, the following provision apply:
- (i) Encroachments are prohibited, including fill, new construction, substantial improvements and other development; unless [certification by](#) a registered,

professional civil engineer [is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice certifies](#) that the [proposed](#) encroachments will not increase flood levels during the occurrence of the base flood discharge.

- (ii) Construction or reconstruction of residential structures is prohibited within designated floodways except for (1) repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and (2) repairs, reconstruction or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either before the repair, or reconstruction is started, or if the structure has been damaged and is being restored, before the damaged occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure [sale-safe](#) living conditions, or to structures identified as historic places, may be excluded in the 50 percent.
- (iii) If Subsection (c)(i) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this section.
- (d) Standards for Shallow Flooding Areas (AO Zones). Shallow flooding areas appear on Flood Insurance Rate Maps as AO zones with depth designations. The base flood depths in these zones range from one to three feet above ground where a clearly defined channel does not exist, or where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is usually characterized as sheet flow. In these areas, the following provisions apply:
 - (i) New construction and substantial improvements of residential structures and manufactured homes within AO zones shall have the lowest floor (including basement) elevated above the highest grade adjacent to the building, one foot or more above the depth number specified on the FIRM (at least two feet [above the highest adjacent grade to the structure](#) if no depth number is specified).
 - (ii) New construction and substantial improvements of nonresidential structures within AO zones shall either:
 - (I) Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site, one foot or more above the depth number specified on the FIRM (at least two feet if no depth number is specified); or
 - (II) Together with attendant utility and sanitary facilities, be completely floodproofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer.
 - (iii) Require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.
 - (iv) Recreational Vehicles. Recreational vehicles placed on sites within Zones A, [AO](#), A1-30, and AE in the community's FIRM either must: be on site for fewer than 180 consecutive days, or be fully licensed and ready for highway use, be on its wheels or

jacking system, be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or meet the requirements of Section 18.66.060(2)(a)(ii) and the elevation and anchoring requirements for manufactured homes.

- (e) Critical Facilities. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the Special Flood Hazard Area (SFHA) (100-year flood plain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet or more above the level of the base flood elevation (100-year) at the site or to the height of the 500-year event, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Ingress and egress routes, elevated to or above the base flood elevation, shall be provided to all critical facilities to the extent possible.
- (f) Encroachments. In areas with base flood elevations (but a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of any proposed development, where combined with all other existing and anticipated development, shall not increase the water surface elevation of the base flood more than one foot at any point.

(Ord. 5309 Sec. 20, 2010; Ord. 5180 Sec. 1, 2007)

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CHAPTER 18.72 CLEARING AND GRADING

18.72.010: Applicability.

No person shall do any excavation or grading without first obtaining a Land Use Clearing and Grading Permit issued by the Department of Community Planning under the provisions of Chapter 18.47, except:

- (1) An excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit.
- (2) An excavation and/or fill, which does not exceed a total of ~~one hundred (100)~~500 cubic yards, ~~and does not obstruct a drainage course.~~
- (3) Clearing and grading, excavation and/or fill, which does not exceed a total of 5,000 square feet and does not obstruct a drainage course.
- ~~(3)~~4) An excavation and/or fill reviewed and approved as part of a building permit.
- ~~(4)~~5) Excavations for water wells or tunnels or installation of service utilities by public and private utilities.
- ~~(5)~~6) Cemetery graves.

(Ord. 5560 Sec. 1; Ord. 5290 Sec. 3, 2010; Ord. 5180 Sec. 1, 2007)

18.72.020: Review Process.

For excavation or grading in excess of ~~one hundred (100) cubic yards~~ five thousand square feet (5,000 sf), the Planning Director shall review, approve, disapprove, or approve with conditions, the location of the site and its effect on the surrounding area.

- (1) Grading Plan: A 22-inch by 34-inch plan at a maximum scale of one inch to 100 feet or at a scale approved by the Community Planning Department, clearly indicating the following:
 - (a) Graphic scale and north arrow;
 - (b) Dimensions of all property lines, easements, and abutting streets;
 - (c) Location and dimension of all on-site structures and the location of any structures within 15 feet of the subject property or which may be affected by the proposed work;
 - (d) Accurate existing and proposed contour lines drawn at five-foot intervals, or less, intervals showing existing ground and details of terrain and area drainage to include surrounding off-site contours within 100 feet of the site;
 - (e) Location of natural drainage systems, including perennial and intermittent streams, the presence of bordering vegetation, and flood plains.
 - (f) Setback areas and any areas not to be disturbed;
 - (g) Finished contours drawn at five-foot intervals as a result of grading;
 - (h) Proposed drainage channels and related construction with associated underground storm drainage lines sized and connections shown; and
 - (i) General notes addressing the following (may be listed on cover sheet):

- (i) Area in square feet of the entire property.
- (ii) Area of work in square feet.
- (iii) The number of cubic yards of soil to be added, removed, or relocated.
- (iv) Type and location of fill origin and destination of any soil to be removed from site.
- (v) If known, finished floor elevation(s) of all structures, existing and proposed.

(j) Control measures to prevent erosion by air and/or runoff and sediment transport from the site to adjacent properties, city streets and city-owned storm drainage facilities.

(Ord. 5290 Sec. 4, 2010; Ord. 5204 Sec. 18, 2007; Ord. 5180 Sec. 1, 2007)

18.72.030: Review Criteria.

To grant a land use permit under the provisions of Chapter 18.42, the Planning Director shall make a determination that:

(1) The proposed activity requires/does not require coverage under the NPDES Construction Stormwater General Permit issued by the Washington State Department of Ecology.

(a) Sites requiring coverage that results in a disturbance of less than five acres, the project proponent may apply for the Erosivity Waiver in Section S.2.C. of the NPDES Construction Stormwater General Permit.

~~(2)~~ Compatibility of Proposed Use: The proposed activity would not be unreasonably detrimental to the surrounding area. The Planning Director shall consider, but is not limited to, the following:

- (a) Size and location of the activity;
- (b) Traffic volume and patterns;
- (c) Screening, landscaping, fencing and setbacks;
- (d) Unsightliness, noise and dust;
- (e) Surface drainage;
- (f) Temporary and permanent erosion control.

(Ord. 5290 Sec. 5, 2010; Ord. 5180 Sec. 1, 2007)

18.72.040: Conformance with Planning Director's Approved Plan Required.

In the event that a permit is granted, excavation, removal or fill shall be permitted only in accordance with the plan approved by the Planning Director. Rehabilitation shall take place in accordance with the approved plan and in a logical sequence so that satisfactory conditions shall be maintained on the premises. Rehabilitation shall be done in stages compatible with continuing operations. The Planning Director may require the drafting of rehabilitation plans by a licensed landscape architect.

(Ord. 5180 Sec. 1, 2007)

18.72.050: Final Approval.

After the applicant has completed the approved amount of excavation, fill, or other activity, the final grading of the site, site stabilization, and the applicant or another developer begins to develop or construct a new use on

the site, the Community Planning Department may give final approval provided reasonable progress is occurring on the construction or new use.

(Ord. 5180 Sec. 1, 2007)

18.72.060: Other Requirements/Non-City Review.

Issuing a permit under this Section does not relieve the holder from requirements of other government agencies. Review by other interested City, County, State and Federal organizations may be required.

(Ord. 5180 Sec. 1, 2007)

18.72.070: Inspection and Enforcement Authority.

The Community Planning Department shall have jurisdiction of the activities regulated in this Section after a special permit has been granted by the Planning Director. For inspection purposes, any duly authorized member of this Department [and/or the City of Kennewick Municipal Services Department](#) shall have the right and is empowered to enter upon any premises at reasonable hours where activities regulated by this Section are occurring. This Department is empowered to issue orders, grant, renew, and revoke such licenses as are provided for in accordance with this Section.

(Ord. 5290 Sec. 6, 2010; Ord. 5180 Sec. 1, 2007)

18.72.080: Expiration and Extensions.

The special permit shall be null and void if the applicant has not begun activity within six months after the granting of the permit, unless the Planning Director grants an extension of time. Special permits are valid until the approved plans have been satisfactorily completed.

(Ord. 5180 Sec. 1, 2007)

18.72.090: Transferability of Permit.

The special permit is transferable to other persons, firms and corporations, and the special permit shall continue with the activity on the site unless a new special permit is granted.

(Ord. 5180 Sec. 1, 2007)

CHAPTER 18.24 SIGNS

18.24.010: Purpose.

The purpose of this Chapter is to improve business in Kennewick; increase the City's attractiveness; promote a business person's right to identify their business through reasonable and effective methods; encourage the design and placement of signs in a manner which promotes the noticeability of Kennewick's scenic views and emphasizes Kennewick's street-side landscaping; minimize the dangerous conflicts between unregulated signage and traffic-control devices; minimize the distraction to motorists, bicyclists, and pedestrians from signs because of their shape, motion and competition for attention; and promote and protect the health, safety, property values, and general welfare of the citizens of Kennewick.

(Ord. 5180 Sec. 1, 2007)

18.24.020: Definitions.

- ~~(1) *Auxiliary Sign.* Auxiliary sign is a sign that provides information such as direction, time and temperature displays, hours of operation, or warning; auxiliary signs are intended for the convenience of the public. An auxiliary sign may include the business name and/or logo, but may not include its product or services.~~
- (21) *Awning.* Awning is a covering structure that projects horizontally from, and is attached to a building. An awning provides protection from the weather for persons or properties underneath it.
- (32) *Awning Sign.* Awning sign is a nonilluminated or illuminated sign which is usually painted or screen printed onto the surface of an awning and which does not extend vertically or horizontally beyond the limits of the awning.
- (43) *Banner Sign.* Banner sign is a sign made of lightweight material such as cloth, paper or flexible plastic with or without a rigid frame.
- (54) *Business.* Business means any person, partnership, association, corporation, joint venture, or similar group whether operating for profit or not, and any governmental agency.
- (65) *Canopy.* Canopy is an ornamental or protective roof-like structure that may be attached or detached from the main building and usually providing protection from the elements to objects or people underneath. Structures over gas pump islands and over entrances of theaters or hotels are both examples of canopies.
- (76) *Common Ownership.* Common ownership means groups of two or more businesses when such businesses are located on one or more parcels of land or share public parking or maintenance facilities or when they conduct advertising on a regular basis; or when they function as a single entity in practical or business matters.
- ~~(8) *City, State, Federal, and Community Sponsored Events.* City, State, Federal, and Community Sponsored Events are nonprofit events or activities open to the public and associated with common interests or characteristics of the community. Examples of such events are: the elections, Water Follies, Benton-Franklin Fair and Rodeo, Little League Baseball, 4th of July parades or celebrations, and the like.~~
- (97) *Construction Sign.* Construction sign is a sign installed in conjunction with construction or remodeling of a building.
- (108) *Copy.* Copy is the medium by which the message or idea of a sign is communicated.

- (119) *Development Sign*. Development sign is a sign, which through symbols or names identifies a development. Signs advertising residential or commercial properties "For Sale" or that identify an apartment complex, are examples of development signs.
- (1210) *Directional Sign*. Directional sign is an off-premise sign that directs attention by name and/or logo to a business, group of businesses, or a business area.
- (1311) *Electronic Message Sign or Center*. Electronic message sign or center is a sign on which differing copy is shown through an electronic or electrically controlled device, which may also display time and temperature or other messages.
- (1412) *Freestanding Sign*. Freestanding sign is a single or multiple face sign attached to or supported by columns, uprights, braces, standards, or other type of base in or on the ground and not attached to the building. Freestanding signs are anchored to the ground in accord with the International Building Code. The method of anchoring may need to be confirmed by a professional engineer, as determined by the Building Official.
- ~~(a) "Temporary, Freestanding Sign." Temporary, freestanding signs are signs which can be moved from structure to structure, or site to site, and which are not anchored to the ground in accord with the International Building Code. Examples of such signs are "grass-hopper" signs, sandwich board/A-frame signs, small price signs, and similar portable signs.~~
- ~~(b) "Permanent, Freestanding Sign." Permanent, freestanding signs are anchored to the ground in accord with the International Building Code. The method of anchoring may need to be confirmed by a professional engineer, as determined by the Building Inspector.~~
- (1513) *Graphic Sign*. Graphic sign is a window sign or a sign, which is an integral part of a building's facade. The sign may be painted, carved, or permanently imbedded.
- (1614) *Integrated*. Integrated means a sign in which all elements of the sign are incorporated into a single design, but including attachments or projections not part of a single motif.
- (1715) *Mobile Sign*. Mobile sign is any sign mounted on a vehicle, trailer, or boat; or fixed or attached to a device for the purpose of transporting from site-to-site. ~~This definition includes all vehicles placed or parked for the purpose of drawing attention to a service, product, object, person, organization, institution, business, event, location or message, but not signs~~ Signs or lettering installed on vehicles, trailers or boats operating during the normal course of business are not considered mobile signs.
- (1816) *Monument Sign*. Monument sign is a freestanding sign, not over six feet high and attached to the ground for a minimum of 66 percent of the length of the sign.
- (1917) *Off-Premises Signs*. Off-premises signs are signs that advertise a service, product, object, person, organization, institution, business, event, location or message that is not available on the property upon which the sign is located. This includes mobile signs if their placement constitutes an off-premises sign.
- (2018) *Pictorial Sign*. Pictorial sign is a sign that conveys the service, product, or activity of a site without words, company or product emblem, or numbers or letters. Pictorial signs display a message through color, shape, and spatial relations, and are appropriate in context and taste with recognized standards of the community. Colored neon tubing and murals are examples of appropriate medium for display of a pictorial sign.
- ~~(21) *Political Sign*. Political sign is a sign promoting or publicizing candidates for public office or issues that are to be voted upon in a primary, general, or special election.~~
- (19) *Portable Sign*. Portable sign is a sign which can be moved and is not designed to be permanently attached to a building or permanently anchored to the ground. Examples of such signs are sandwich

[board/A-frame signs and other similar portable signs. Banner signs are specifically excluded from this definition.](#)

- (2220) *Product-Sponsored Sign.* Product-sponsored sign is a sign, which identifies, displays or attracts attention to a product sold or available, but may or may not identify the on-site organization, institution, person, object, business service or event.
- (2321) *Projecting Sign.* Projecting sign is a sign, other than a wall sign, which is attached to and projects more than 18 inches from a structure, usually in a perpendicular manner. Projection defined as the distance by which a sign extends over public property or beyond the building line.
- (2422) *Readerboard Sign.* Readerboard sign is a sign on which copy is designated so that it can be changed manually. It usually consists of a panel on which individual letters or pictorials are mounted, or displayed.
- (2523) *Rooftop Sign.* Rooftop sign is a sign erected over or on the roof of a building, and is wholly or partially supported by the building.
- (2624) *Sign.* Sign is any object, device, display, structure or part thereof, situated indoors or out which is used to identify, display, advertise, direct or attract attention to an object, person, organization, institution, business, product, service, event, location or message by any means including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images.
- (2725) *Sign Area.* Sign area is the smallest circle(s), triangle(s) or rectangle(s), which will enclose the individual actual sign face. The supporting structure, which does not contain any part of the sign face, is not included in this definition. If a sign has back-to-back display faces, the area of only one face will be considered the sign area. If a sign has more than one face, all areas, which can be viewed simultaneously will be considered the sign area.
- (2826) *Sign Height.* Sign height is the distance from the grade, or the top of the curb of the nearest street to the top of the sign or any projection thereon, whichever is higher.
- (2927) *Street Frontage.* Streets, alleys, or public rights-of-way parallel to the property line used to compute the area of the sign(s) intended to be located in such a manner to have primary exposure on that street or right-of-way.
- (3028) *Subdivision Directional Sign.* Subdivision directional sign is a sign advertising the direction to a subdivision by naming the subdivision and furnishing a directional arrow.
- ~~(31) *Temporary Sign.* Temporary sign is a sign intended for use for a short period of time. Examples of such signs include: grand opening signs, open house signs, special sale signs, sandwich board/A-frame signs, small price signs, pennants, and other similar signs. Banner signs are specifically excluded from this definition.~~
- (3229) *Wall Sign.* Wall sign is a sign mounted parallel to a building facade or vertical building surface, which does not extend beyond the edge of any wall or surface to which it is mounted. Wall signs project no more than 18 inches from the surface.
- (3330) *Window Sign.* Window sign is a sign located on or within three feet of a window of a building, and visible from the exterior of a building. Window signs are graphic signs unless they qualify as auxiliary signs.

(Ord. 5752 Sec. 1, 2018 ; Ord. 5180 Sec. 1, 2007)

18.24.030: Sign Table.

~~Signs shall comply with the applicable standards of Table A (1)~~ Signs located in Commercial, Industrial and Public Facility districts, other than the CBD zoning district shall comply with the applicable standards of Table A.

(2) Signs located in the CBD and UMU zoning districts shall comply with the applicable standards of Table B.

SIGN TABLE A				
Sign Type	Maximum Height	Maximum Sign Area Per Sign	Maximum Permitted Number of Signs	Special Considerations
Freestanding single business	60'	Based on height of sign 0'—30' ht. up to 150 sq. ft. 31'—50' ht. up to 300 sq. ft. 51'—60' ht. up to 400 sq. ft.	Two per frontage	Grandfather all existing signs prior to passage of ordinance
Freestanding group of businesses	60"	90 sq. ft. per business or the same maximum area per freestanding sign as the single business requirement, whichever is greater.	Based on frontage 0'—200' = Up to 2 signs; 201'—400' = Up to 4 signs; 401'—600' = Up to 5 signs; over 601' = Up to 6 signs	
Wall	Not beyond the top or ends of wall	25% of applicable wall area	See 18.24.040(1)	
Projecting	Not more than 5" above or beyond the attaching wall	75 square feet or ½ frontage whichever is greater	See 18.24.040(1)	
Pictorial	Maximum building height	33% of applicable wall area		
Graphic-window	Maximum building height	33% of applicable wall area or applicable window area		
Awning	18' or two stories	25% of available wall area		
Banner	None	None	See 18.24.060.2(i)	
<u>Commercial</u> Off-premises (existing)	30'	125 square feet	See 18.24.050(6)	Grandfather existing off premises signs except bill boards
<u>Non-Commercial Portable</u> Temporary	None See 18.24.050(16)	None See 18.24.050(16)	See 18.24.050(6)	

Rooftop		See 18.24.050(13)	One	Grandfather existing signs prior to passage of ordinance
SIGN TABLE B				
<u>Sign Type</u>	<u>Maximum Height</u>	<u>Maximum Sign Area Per Sign</u>	<u>Maximum Permitted Number of Signs</u>	<u>Special Considerations</u>
<u>Freestanding single business</u>	<u>13'</u>	<u>32 square feet*</u>	<u>One</u>	<u>* Per sign face</u> <u>Grandfather all existing signs prior to passage of ordinance</u>
<u>Freestanding group businesses</u>	<u>13'</u>	<u>64 square feet*</u>	<u>One</u>	
<u>Wall</u>	<u>Not beyond the top or ends of wall</u>	<u>25% of applicable wall area</u>	<u>N/A</u>	
<u>Projecting</u>	<u>10'</u>	<u>24 square feet*</u>	<u>One</u>	
<u>Graphic-window</u>	<u>Maximum building height</u>	<u>33% of applicable wall area or applicable window area</u>	<u>N/A</u>	
<u>Pictorial</u>	<u>Maximum building height</u>	<u>33% of applicable wall area</u>	<u>N/A</u>	
<u>Awning</u>	<u>8'</u>	<u>25% of available wall area</u>	<u>One</u>	
<u>Banner</u>	<u>None</u>	<u>None</u>	<u>N/A</u>	
<u>Commercial Off-Premises (existing)</u>	<u>Prohibited</u>	<u>N/A</u>	<u>N/A</u>	<u>Grandfather existing off-premises signs except bill boards</u>
<u>Non-Commercial Portable</u>	<u>See 18.24.050(16)</u>	<u>See 18.24.050(16)</u>	<u>See 18.24.050(16)</u>	
<u>Rooftop</u>	<u>Prohibited</u>	<u>N/A</u>		<u>Grandfather existing signs prior to passage of ordinance</u>

(Ord. 5752 Sec. 2, 2018 ; Ord. 5714 Sec. 1, 2017 ; Ord. 5434 Sec. 9, 2012; Ord. 5180 Sec. 1, 2007)

18.24.040: General Provisions.

- (1) Number: Each permitted use within a commercial or industrial district may have a total of two freestanding signs per street frontage and any combination but not to exceed four of the following signs: projecting, wall, graphic, or pictorial. **Auxiliary signs are permitted if the combined square**

~~footage of such auxiliary signs does not exceed the allowed total of the user's other permitted signs. Auxiliary signs located on windows or entirely within a structure are permitted without limitation.~~

- (2) Area, Height, and Lighting: Sign area, height, and lighting are regulated by the standards contained in Table A.
- (3) Structure: The structural components of signs are regulated by the currently adopted edition of Uniform Sign Code.
- (4) Electrical: The electrical components of signs are regulated by the currently adopted edition of the National Electric Code. All electrical signs must bear the U.L. label.
- (5) Illumination: The illumination of signs must be shielded, shaded, reduced or directed so that the light remains on the property and does not constitute a nuisance by distracting pedestrians and motorists. Strobe or strobe-like devices are prohibited from use where they are visible from the exterior of a building or location. Illumination of outdoor signs must comply with Chapter 15.246 KMC.
- (6) Maintenance: All signs shall be maintained in a state of security and repair. If a sign is not so maintained, it must be removed or repaired within 30 days of notification by the Department. The owner, his agents, or assigns, are responsible for such maintenance and compliance with this Section.
- (7) Sight Obstructions: All signs must be in conformance with Chapter 13.12 and Section 18.27.060 of the Kennewick Municipal Code (view obstruction and clearance triangle).
- (8) Removal: When a business or business site is vacated, the applicable freestanding, wall, projecting, auxiliary, and street signs face must be removed within 30 days of notification by the Department.
- (9) Freestanding: All freestanding signs must be integrated.

(Ord. 5767 Sec. 1, 2018 ; Ord. 5752 Sec. 3, 2018 ; Ord. 5180 Sec. 1, 2007)

18.24.050: Regulation by Sign Type.

- (1) Awning Signs: Awning copy is exempt from this Section if no more than 100 percent of the maximum, available freestanding sign area is used for such copy. If more than 100 percent is used for the awning copy, then the other sign or signs for which the business is entitled must be reduced by an area equal to that exceeding 100 percent of the available freestanding sign area.
- (2) Commercial Industrial [and Urban Mixed Use districts](#) - Development/Sale Signs: Signs advertising commercial or industrial sites or properties "For Sale" or "For Rent" must be placed wholly on the applicable property and may not exceed 32 square feet in sign area. The height of such signs are limited to ten feet overall. Any such sign greater than 16 square feet in area must obtain a building permit and be installed to the approval of the Building Inspector.
- (3) Construction Signs: Construction signs are allowed until occupancy of the applicable building or completion of the structure or remodeling, whichever occurs first.
- (4) Directional Signs: Direction signs may be permitted in "C", ~~or~~ "I" [or UMU](#) zones after approval of a Land Use Permit for a Conditional Use in accord with Section 18.42.100. The criteria for approval for such land use permits for conditional uses (variances) will be as follows: The business, group of businesses or business area must not have arterial street frontage available for free standing signage; special circumstances are necessary because of the location, size, shape or topography of the property of the business, group of businesses or business area to provide it with signage privileges typical of other properties in the vicinity or zoning district; the design of the directional sign can be conditioned to account for aesthetics, lighting, safety, compatibility with surrounding properties, and other factors

necessary to meet the purpose (18.24.010) of this Chapter. Directional signs shall be further conditioned by the following:

- (a) The directional sign must be located as close to the business, group of businesses, or business area as is practical.
 - (b) A single business is limited to one directional sign. Groups of businesses and business areas are limited to two directional signs.
 - (c) The preferred means to implement directional signage shall be ground mounted or monument style signs. In cases where this is impractical, the maximum height is limited to 20 feet.
 - (d) Directional signs shall be limited to a maximum area of 32 square feet.
 - (e) If applicable the directional signs shall further the goals and guidelines of any adopted neighborhood or sub area plan and/or overlay zone.
- (5) Electronic Message Signs or Centers: Electronic message signs or centers are regulated per its applicable sign type, i.e., freestanding or wall-mounted.
- (6) Existing Off-Premises Commercial Signs in all Districts: All existing off-premises signs installed in conjunction with a building permit as of the effective date of the ordinance codified herein are considered conforming, except billboards which are considered nonconforming. Such signs must be brought into full compliance with provisions of Section 18.24.040 herein for height, area, lighting, structural, and electrical regulations and Sign Table "A" of this Chapter. All existing off-premises portable signs not installed with a building permit must be brought into full compliance with this Chapter within 180 days of notification by the Department.
- (7) Off-Premises Signs for Non-Commercial Community Sponsored Events. Off-Premises signs associated with community sponsored events on property other than the event site shall be exempt from this Chapter but must be approved by the Department of Planning for sight visibility and structural safety. Such signs are allowed for no more than 14 days prior to the event and must be removed within three days of the conclusion of the event season.
- ~~(8) Signs For City, State, Federal and Community Sponsored Events: Signs associated with City, State, Federal or community sponsored events shall be exempt from this Chapter but must be placed to not obstruct sight visibility and be structurally safe.~~
- ~~(a) Such signs must be removed within seven days following the event. It is the responsibility of the candidate and campaign chairmen to remove political signs, and event chairman in the case of nonpolitical events.~~
- ~~(b) Event signs are not allowed on public property or buildings, sidewalks, public roads, utility poles, or public facilities. However event signs will be allowed in the space between the curb and sidewalk provided there is no traffic visibility obstruction, and the abutting owners' permission has been granted.~~
- (98) Product-Sponsored Signs: All outdoor product-sponsored signs must devote at least 75 percent of the sign area to the on-site business.
- (109) Prohibited Signs: Except as provided elsewhere, the following signs are prohibited in all districts: off-premises commercial signs, ~~except as provided in subsection 18.24.050(7) above~~; off-premises mobile signs; abandoned signs; signs imitating or resembling official traffic or government signs or signals; signs attached to trees, utility poles, public benches, light poles or any other public property or right-of-way; and other signs not permitted by this Chapter. Signs on public transit benches and shelters and on and within public transit vehicles, when installed in conformance with a City franchise, are exempt from this Chapter.

- (1110) Readerboard Signs: Readerboard signs are regulated per applicable sign type, i.e., freestanding or wall-mounted. Portable reader board signs are regulated as portable signs and a building permit is required for each location.
- (1211) Residential Properties - Development/Sale Signs: Signs advertising residential properties "For Sale," "Rent," or "Sold" must be placed wholly on the applicable property, and shall not exceed eight square feet in sign area. The height of such signs is limited to eight feet. If the property is not on an arterial street, a single directional sign may be placed at the nearest arterial with the permission of the owner upon whose property the directional sign is placed, and the directional sign can be no larger than six square feet. Any manufactured home park or multi-family residence containing at least five living units may have one freestanding sign per abutting street frontage, which shall not exceed ten feet in height, or 32 square feet in area and must not move or give the illusion of movement. All development signs in residential areas shall be lit only by existing surrounding lights or by lights shining directly onto the sign. Signage in the single-family subdivisions and multi-family developments must be in conformance with Chapter 18.24.
- (12) Public and Quasi-Public Uses in Residential Zoning Districts: Public and Quasi-Public Uses located in any Residential zoning district shall be allowed the following signs:
- (a) One freestanding sign per public street frontage that does not exceed 16 feet in height and a maximum of 40 square feet in area; and
- (b) One wall sign per street facing building façade that does not exceed 50 square feet in size. Each facility is permitted one electronic message center that can either be incorporated into an allowed freestanding or wall-mounted sign.
- (1413) Rooftop Signs: Rooftop signs are only allowed in CG, CC, UMU, IL, or IH zoning districts after approval of a land use permit for conditional uses in accord with 18.42.110 KMC. The criteria for approval of such land use permits for conditional uses will be based on the following:
- (a) The property requesting the rooftop sign must not have street frontage available for freestanding signage;
- (b) Wall signs would be inadequate because of restricted visibility from arterial street frontage;
- (c) Any approved rooftop sign must be consistent with the sign table.
- (154) Signs Advertising a Group of Businesses: A group of two or more businesses when located on one land parcel of common ownership or abutting land parcels so as to function as if of common ownership, which are located along a major or minor arterial as designated on the comprehensive plan, shall comply with Sign Table A of this Chapter to determine allowed freestanding signage along said arterial frontage.
- (165) Subdivision Directional Signs: Signs may display the direction to a subdivision by naming the subdivision and furnishing a directional arrow. The sign may not display the name of a realtor or developer, and must be removed within 24 months of its installation. The sign area is limited to 16 square feet, and sign height is limited to six feet overall height. The location of such signs must be approved by the City, and any subdivision utilizing such signs is limited to a maximum of three of these directional signs.
- ~~(167) Temporary Signs: Temporary signs are allowed for a maximum of 60 days within any calendar year. They may be placed for no more than 20 consecutive days and they must be removed for 30 days. Banners are specifically exempt from this Section.~~ Non-Commercial Portable Signs: Non-Commercial Portable signs are subject to the following requirements:
- (a) Non-Commercial Portable signs may be displayed for no longer than 180 consecutive days per calendar year; Non-Commercial Portable 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 14 days after the event.

(b) Non-Commercial Portable signs are not permitted to be placed on or affixed to any City property but may be allowed in the parking strip portion of the right-of-way in the area between the curb and the sidewalk, provided there is no traffic visibility obstruction and the abutting property owner's permission has been granted;

(c) Non-Commercial Portable signs whether in the parking strip described above or on private property located in residential zones are subject to the following limitations:

(i) Maximum area of the sign face: Thirty-two square feet (i.e. four feet x eight feet);

(ii) Maximum sign height as measured per KMC 18.24.020(26): Six feet;

(iii) Maximum number of signs per parcel: Unlimited, provided the total area of all portable signs do not exceed 32 square feet;

(iv) Must be installed securely in the ground;

(d) Non-Commercial Portable signs whether in the parking strip described above or on private property located in commercial, industrial and all other zones are subject to the following limitations:

(i) Maximum area of the sign face: Thirty-two square feet (i.e. four feet x 8 feet);

(ii) Maximum sign height as measured per KMC 18.24.020(26): Six feet;

(iii) Maximum number of signs per parcel: Unlimited, provided the total area of all portable signs do not exceed 64 square feet;

(iv) Must be professionally crafted.

(Ord. No. 5874, Sec. 1, 2020 ; Ord. 5853 Sec. 1, 2020 ; Ord. 5752 Sec. 4, 2018 ; Ord. 5714 Sec. 2, 2017 ; Ord. 5559 Sec. 1, 2014; Ord. 5180 Sec. 1, 2007)

18.24.060: Administration.

(1) Administration of this Chapter is the responsibility of the Department of Planning. The owners, their assign, or agents are responsible for compliance with the requirements contained in this Chapter.

(2) All signs must comply with the requirements of this Chapter. All sign owners must obtain a building permit prior to installation, with the exception of the following:

(a) Exempt signs as listed in:

(i) Home occupations and signs for family day care homes.

~~(ii) Subsection 18.24.050(8): City, State, Federal and community sponsored events.~~

~~(iii) Subsection 18.24.050(12): Residential properties—development/sale signs.~~

~~(iv) Subsection 18.24.050(15): Subdivision directional signs.~~

(b) Signs four square feet or less in area.

(c) Development and "For Sale" or "For Rent" signs.

- (d) Changing sign copy, when such change consists of re-lettering, replacing or changing the sign face, repainting, cleaning, or other similar and nonstructural changes.
- ~~(e) Seasonal and holiday decorating within an appropriate holiday season.~~
- ~~(f) Official public notices or signs relating to an emergency.~~
- ~~(g) National, State or local governmental unit flags.~~
- ~~(h) Construction signs.~~
- ~~(i) Banners.~~
- ~~(j) Window signs.~~
- ~~(k) Auxiliary signs.~~
- (l) Signs that are required by law.
- (m) Signs installed in conjunction with new structure; provided that the construction of the structure is regulated by a current building permit, and the sign complies with this Chapter.
- ~~(n) Signs relaying information or warning such as "No Trespassing," "No dumping," "Private," provided such signs do not exceed 16 square feet in area.~~
- (k) Governmental Signs: Any sign, posting, or notice placed, installed, or required by law by a city, county, state or federal governmental agency carrying out its responsibility to protect the public health, safety, and welfare, including, but not limited to, the following:
 - (i) Emergency and warning signs necessary for public safety or civil defense;
 - (ii) Traffic signs erected and maintained by an authorized public agency;
 - (iii) Signs required to be displayed by law;
 - (iv) Signs directing the public to points of interest; and
 - (v) Signs showing the location of public facilities.

(Ord. 5752 Sec. 5, 2018 ; Ord. 5180 Sec. 1, 2007)

18.24.070: Permit Applications.

Applications for building permits for signs shall contain the name of the sign owner and user of the sign; address of the property in which the sign is located; location of the sign structure on such property; drawings of the sign showing design, dimensions, structural calculations and method of lighting, if applicable, and other pertinent information necessary to ensure compliance with this Chapter.

(Ord. 5714 Sec. 3, 2017 ; Ord. 5180 Sec. 1, 2007)

18.24.090: Change in Use.

Any change in building use or classification requiring submittal of a land use permit for site plan approval, KMC 18.42.110; or any new sign structure installation will be cause of applicable signage to conform with provisions of this Section. Copy modifications are exempt.

(Ord. 5180 Sec. 1, 2007)

18.24.100: Substitution.

Signs containing non-commercial speech are permitted anywhere that advertising or business signs are permitted, subject to the same regulations applicable to such signs.

(Ord. 5752 Sec. 6, 2018)

18.24.110: Severability.

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word in this code is declared invalid, such invalidity shall not affect the validity or enforceability of the remaining portions of the sign code.

(Ord. 5752 Sec. 7, 2018)

CHAPTER 4.08 STATE ENVIRONMENTAL POLICY ACT

4.08.010: State Environmental Policy Act.

- (1) The City of Kennewick adopts this Ordinance under the State Environmental Policy Act (SEPA), RCW 43.21C.120, and the SEPA rules, WAC 197-11-904.
- (2) The SEPA rules, Chapter 197-11 WAC, must be used in conjunction with this Ordinance.
- (3) The City adopts the following sections of Chapter 197-11 of the Washington Administrative Code by reference:
 - 197-11-040 Definitions.
 - 197-11-050 Lead Agency.
 - 197-11-055 Timing of the SEPA process.
 - 197-11-060 Content of environmental review.
 - 197-11-070 Limitations on actions during SEPA process.
 - 197-11-080 Incomplete or unavailable information.
 - 197-11-090 Supporting documents.
 - 197-11-100 Information required of applicants.

(Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.020: Additional Definitions.

In addition to those definitions in WAC 197-11-700 through 799, the following terms have the meanings described unless the context indicates otherwise:

- (1) *Department* means any division, subdivision or organizational unit of the City.
- (2) *SEPA Rules* means Chapter 197-11 WAC as now or hereafter adopted.
- (3) "Early Notice" means the City's notice to an applicant that it considers a determination of significance likely for his proposal (mitigated DNS procedures).

(Ord. 3644 Sec. 1, 1996; Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.030: Designation of Responsible Official.

The Director of Planning is the Responsible Official if the City is lead agency. He will make threshold determinations, determine the scope and supervise the preparation of EISs, and perform any other necessary or proper task to carry out this Chapter.

(Ord. 3661 Sec. 2(part), 1995; Ord. 2873 Sec. 1(part), 1984; Ord. 2814 Sec. 3, 1984; Ord. 2486 Sec. 1, 1980)

4.08.040: Lead Agency Determination.

- (1) Any department receiving or initiating a proposal must prepare an environmental checklist. The Responsible Official will determine the lead agency in accord with WAC 197-11-050 and WAC 197-11-922 through WAC 197-11-940; unless the lead agency has been previously determined or he is aware that another agency is in the process of determining the lead agency.
- (2) If the City is the lead agency, the department receiving or initiating a proposal will forward the application to the Responsible Official who will make the threshold determination and, if an EIS is necessary, supervise its preparation.

- (3) If the City is not the lead agency, the department must use and consider the DNS or the final EIS of the lead agency in making decisions on its proposal. No department will prepare or require a DNS or EIS in addition to that prepared by the lead agency unless required by WAC 197-11-600. The City may conduct supplemental environmental review under WAC 197-11-600.
- (4) If the City receives a lead agency determination which appears inconsistent with WAC 197-11-922 through 197-11-940, it may object to the determination. The objection must be made to the agency originally making the determination. If not resolved within 15 days, the Responsible Official may petition the Department of Ecology for a lead agency determination.
- (5) Departments may make agreements as to lead agency status or shared lead agency duties, but the Responsible Official and any affected department must approve the agreement.
- (6) Any department taking a license application must obtain sufficient information to identify other agencies which may have jurisdiction over the proposal.

(Ord. 2873 Sec. 1(part), 1984)

4.08.050: Transfer of Lead Agency Status to a State Agency.

The Responsible Official may transfer lead agency status over a private project to the State agency with jurisdiction appearing first on the priority list of WAC 197-11-936. The City will remain an agency with jurisdiction. The Responsible Official must send notice of the transfer together with all relevant information on the proposal to the State agency. He will also give notice of the transfer to the private applicant and all other agencies with jurisdiction.

(Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.060: Time for Making Threshold Determinations.

The following time limits (expressed in calendar days) apply to all private projects and proposals by other agencies:

- (1) Categorical Exemptions. The City will identify categorical exemptions within seven days of receiving a complete application.
- (2) Threshold Determination. The City will make a threshold determination which can be based solely upon the environmental checklist within 45 days of receiving an adequate application and completed checklist.

(Ord. 3644 Sec. 2, 1996; Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.070: Use of Environmental Review.

City staff will submit DNSs and EISs along with all recommendations to advisory and final bodies such as the Planning Commission, [Hearing Examiner](#), and City Council.

(Ord. 5322 Sec. 14, 2010; Ord. 2873 Sec. 1(part), 1984)

4.08.080: Applicant's Request for Review.

If the City's only action is issuance of a Building Permit or other license requiring detailed project plans and specifications, the applicant may request in writing that the City conduct its environmental review before he submits his plans and specifications.

(Ord. 2873 Sec. 1(part), 1984)

4.08.100: Categorical Exemptions and Threshold Determinations.

The City adopts the following sections of the Washington Administrative Code by reference:

- 197-11-300 Purpose of this part.
- 197-11-305 Categorical exemptions.
- 197-11-310 Threshold determination required.
- 197-11-315 Environmental checklist.
- 197-11-330 Threshold determination process.
- 197-11-335 Additional information.
- 197-11-340 Determination of non-significance (DNS).
- 197-11-350 Mitigated DNS.
- 197-11-355 Optional DNS Process.
- 197-11-360 Determination of significance (DS)/initiation of scoping.
- 197-11-390 Effect of threshold determination.

(Ord. 5014 Sec. 1, 2003; Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.110: Categorical Exemptions.

- (1) The following types of construction are categorically exempt except when undertaken in any part on lands covered by water, within 300 feet of any areas which might contain aquatic resources, including wetlands, streams, or other areas where surface water or groundwater might collect, pond or flow or parcels designated as "Survey Highly Advised: Very High Risk" by the Washington State Department of Archeology and Historic Preservation:
 - (a) The construction or location of single family residential structures of ~~two~~ 30 dwelling units or less.
 - (b) The construction or location of multi-family residential structures of 60 dwelling units or less.
 - (c) The construction of a barn, loafing shed, farm equipment storage building, produce storage or packing structure, or similar agricultural structure in an agricultural zone, covering ~~30,000~~ 40,000 square feet or less, and to be used only by the property owner or his agent in farming the property. This exemption does not apply to feed lots.
 - (~~e~~d) The construction of an office, school, commercial, recreational, service or storage building with ~~4,000~~ 20,000 square feet of gross floor area, or less, and with associated parking facilities designed for ~~twenty~~ 90 automobiles or less.
 - (~~e~~e) The construction of a parking lot designed for ~~20~~ 90 automobiles or less.
 - (~~e~~f) Any landfill or excavation of ~~500~~ 1,000 cubic yards or less throughout the total lifetime of the fill or excavation; and any fill or excavation classified as a class I, II or III forest practice under RCW 76.09.050 or regulations thereunder.
- (2) If the Responsible Official believes that special circumstances warrant further environmental review, he may so direct even for categorically exempt projects.

(Ord. 5669 Sec. 1, 2016; Ord. 5392 Sec. 1, 2011; Ord. 3644 Sec. 3, 1996; Ord. 2873 Sec. 1(part), 1984)

4.08.120: Use of Exemptions.

- (1) Each department receiving an application for a license or making a proposal, will determine if it is exempt. Its determination is final and not subject to review and none of the procedural requirements of this chapter apply. No environmental checklist is required for exempt proposals.
- (2) Each department will properly define each proposal and identify the licenses required (WAC 197-11-060). If a proposal includes exempt and nonexempt actions, the City will determine the lead agency even if the license is exempt.
- (3) The City may authorize exempt actions before nonexempt so long as there is no significant adverse impact on the environment and choices are not limited, but may withhold approval which might lead to modification of the physical environment which would serve no purpose if nonexempt action were not approved, or might financially burden a private applicant if nonexempt action were not approved.

(Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.130: Environmental Checklist.

- (1) A completed environmental checklist must be filed with all license applications unless exempt, but a checklist is not needed if the City and applicant agree that an EIS is required or SEPA compliance has been completed or initiated by another agency. The City will use the environmental checklist to determine the lead agency and make the threshold determination.
- (2) The applicant must complete the environmental checklist. The City will assist as necessary. The department making a proposal must complete the environmental checklist.
- (3) The City and not the private applicant will complete the environmental checklist if the City has technical information that is unavailable to the applicant or the applicant has previously given inaccurate information. The costs of preparing the checklist must be paid by the applicant before final approval.

(Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.140: Mitigated DNS—Early Notice.

- (1) As provided in this section and in WAC 197-11-350, the Responsible Official may issue a determination of non-significance (DNS) based on conditions he attaches to the proposal or on changes to, or clarifications of, the proposal made by the applicant.
- (2) An applicant may request early notice of the likelihood of a DS. His written request must be made after his application and environmental checklist but before the City's actual threshold determination.
- (3) The Responsible Official will respond within 15 working days indicating whether the City considers issuance of a DS likely and, if so, the areas of concern. The applicant may change or clarify his proposal to mitigate the indicated impacts and revise his environmental checklist or license application.
- (4) The City will assist in identifying the impacts to the extent necessary to formulate mitigating measures.

- (5) If an applicant submits a changed or clarified proposal or a revised environmental checklist, the City will base its threshold determination on the changed or clarified proposal within 15 days.
 - (a) If the proposal includes sufficient, specific, mitigating measures, the City will issue and circulate a determination of non-significance.
 - (b) The City will make the threshold determination if the proposal does not include sufficient, specific, mitigating measures.
 - (c) Proposed, mitigating measures must be in writing and specific. For example, proposals to "control noise" or "prevent storm water runoff" are inadequate. Proposals to "muffle machinery to X decibel" or "construct 200 feet storm water retention pond at Y location" are adequate.
 - (d) Mitigating measures may be incorporated in the DNS by reference to agency reports, studies or other documents.
- (6) A mitigated DNS is subject to a 15-day comment period and public notice.
- (7) Mitigating measures incorporated in a DNS become conditions of the license and will be enforced accordingly.
- (8) The City's Early Notice is not a determination of significance. Discussion on clarifications or changes to a proposal, as opposed to a written request for early notice, do not bind the City to consider the clarifications or changes in its threshold determination.

(Ord. 2873 Sec. 1(part), 1984)

4.08.200: Environmental Impact Statements.

The City adopts the following sections of the Washington Administrative Code by reference:

197-11-400 Purpose of EIS.

197-11-402 General requirements.

197-11-405 EIS types.

197-11-406 EIS timing.

197-11-408 Scoping.

197-11-410 Expanded Scoping.

197-11-420 EIS preparation.

197-11-425 Style and size.

197-11-430 Format.

197-11-435 Cover letter or memo.

197-11-440 EIS contents.

197-11-442 Contents of EIS on non-project proposals.

197-11-443 EIS contents when prior non-project EIS.

197-11-444 Elements of the environment.

197-11-448 Relationship of EIS to other considerations.

197-11-450 Cost-benefit analysis.

197-11-455 Issuance of DEIS.

197-11-460 Issuance of FEIS.

(Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.210: Preparation of EIS.

- (1) The preparation of draft and final EISs and SEISs is the responsibility of the Department of Planning under the direction of the Responsible Official.
- (2) The draft and final EIS or SEIS will be prepared by the City, the applicant, or by a consultant selected by the City or the applicant. If the Responsible Official requires an EIS and someone other than the City will prepare the EIS, he will notify the applicant immediately after making the threshold determination.
- (3) The City may require an applicant to provide information it does not possess and make specific investigations, but the applicant need not supply information that is not required by this chapter or that is being requested from another agency. This does not apply to information the City may request under another ordinance or statute.
- (4) Unless extraordinary circumstances dictate a longer time, and the applicant is in agreement, a DEIS shall be prepared within 120 days of a DS. If the DEIS is found to be inadequate after the comment period and any review, the Responsible Official may add additional time for correcting or supplementing the FEIS.
- (5) Any public hearing required under WAC 197-11-535 shall be to the Responsible Official. Appeals of his decision shall be by closed record appeal to the ~~Zoning Board of Adjustment~~[Hearing Examiner](#) or as otherwise provided by underlying permit application procedures in accord with Chapter 4.12.

(Ord. 5322 Sec. 15, 2010; Ord. 3644 Sec. 4, 1996; Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.220: Additional Elements to be Covered in an EIS.

The City may require consideration of any or all of the following additional elements as part of an EIS. These elements do not effect threshold determinations.

- (1) Economy.
- (2) Social policy analysis.
- (3) Cost-benefit analysis.

(Ord. 2873 Sec. 1(part), 1984)

4.08.300: Commenting.

The City adopts the following sections of the Washington Administrative Code by reference:

197-11-500 Purpose of this part.

197-11-502 Inviting comment.

197-11-504 Availability and cost of environmental documents.

197-11-508 SEPA register.

197-11-535 Public hearings and meetings.

197-11-545 Effect of no comment.

197-11-550 Specificity of comments.

197-11-560 FEIS response to comments.

197-11-570 Consulted agency costs to assist lead agency.

(Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.310: Public Notice.

- (1) When the City issues a DNS or a DS, and no public notice is required for the license or action (Section 4.12.090(11)) it will publish notice in a newspaper of general circulation in the general area where the proposal is located; or notify groups which have expressed interest in a certain proposal or in the type of proposal being considered.
 - (a) Notice of a DS will indicate the scope of the EIS.
- (2) Whenever the City issues a DEIS or SEIS, notice of the availability of those documents will be given in at least one of the following ways:
 - (a) Posting the property for site-specific proposals;
 - (b) Publishing notice in a newspaper of general circulation;
 - (c) Notifying public or private groups which have expressed interest in a certain proposal or in the type of proposal being considered;
 - (d) Notifying the news media;
 - (e) Placing notices in appropriate regional, neighborhood, ethnic, or trade journals; or
 - (f) Publishing notice in agency newsletters or sending notice from agency mailing lists.
- (3) Whenever possible, the City will integrate this notice with other public notices.
- (4) The City may require an applicant to give notice at his expense.

(Ord. 5014 Sec. 2, 2003; Ord. 2873 Sec. 1(part), 1984)

4.08.320: Consulted Agency Responsibilities for the City.

The Responsible Official will prepare written comments for the City as a consulted agency. He will ensure that responses to consultation requests are specific, prepared timely, and include information from all appropriate departments.

(Ord. 2873 Sec. 1(part), 1984)

4.08.400: Existing Environmental Documents.

The City adopts the following sections of the Washington Administrative Code by reference:

- 197-11-600 When to use existing environmental documents.
- 197-11-610 Use of NEPA documents.
- 197-11-620 Supplemental environmental impact statement—Procedures.
- 197-11-625 Addenda—Procedures.
- 197-11-630 Adoption—Procedures.
- 197-11-635 Incorporation by reference—Procedures.
- 197-11-640 Combining documents.

(Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.410: SEPA and Agency Decisions.

The City adopts the following sections of the Washington Administrative Code by reference:

- 197-11-650 Purpose of this part.
- 197-11-655 Implementation.
- 197-11-660 Substantive authority and mitigation.

197-11-680 Appeals.

(Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.420: Substantive Authority.

- (1) This Chapter supplements all existing regulations, powers and duties.
- (2) The City may attach reasonable, written conditions to any license if the conditions are necessary to mitigate specific, probable, significant, adverse environmental impacts and based on one or more policies in subsection (4) below.
- (3) The City may deny a license if it finds that the proposal would result in a probable, significant, adverse environmental impact for which there are no reasonable, mitigating measures and if the denial is based on one or more policies identified in subsection (4) below.
- (4) The following policies are the basis for exercising authority under this section:
 - (a) The City will use all practicable means to ensure that the State and its citizens:
 - (i) Fulfill their responsibilities to future generations as trustees of the environment;
 - (ii) Provide a safe, healthful, productive, and aesthetically and culturally pleasing environment;
 - (iii) Make the most beneficial use of the environment without degrading it, risking their health or safety, or causing other undesirable or unintended consequences by their actions;
 - (iv) Preserve important historic, cultural, and natural places and things;
 - (v) Maintain a diverse environment;
 - (vi) Achieve a balance between population and resources permitting high standards of living and a sharing of life's amenities; and
 - (vii) Conserve natural resources.
 - (b) Everyone has a fundamental and inalienable right to a healthful environment and a concomitant responsibility to preserve and improve it.
 - (c) All City ordinances, rules, policies and actions shall be construed consistently with these policies.

(Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.430: Appeals.

- (1) Relief from a decision of the Responsible Official is to the [Zoning Board of Adjustment Hearing Examiner](#) if no other review is provided or to review a determination of significance. ~~All other appeals shall be in accordance with the proceedings reviewing the underlying permit. Where applicable, and consistent with RCW 36.70B.120, and the permit procedures found at KMC 4.12, the appeal of the decision of the Responsible Official shall be heard at the same time as the application for the underlying land use permit in a single, consolidated hearing.~~
- (2) An application for review from a decision of the [Zoning Board of Adjustment Hearing Examiner](#) must be made to the Benton County Superior Court within 21 days of issuance unless a different time period applies to the underlying governmental action. Review of procedural decisions must be initiated within ten days.

(Ord. 5392 Sec. 2, 2011; Ord. 5322 Sec. 16, 2010; Ord. 3644 Sec. 5, 1996; Ord. 2873 Sec. 1(part), 1984; Ord. 2814 Sec. 3, 1984; Ord. 2486 Sec. 1, 1980)

4.08.440: Notice.

The City will give public notice whenever it issues a license for which a statute or ordinance establishes a time limit for seeking judicial review. The City or applicant may publish a notice of action pursuant to RCW 43.21C.080. The form of the notice shall be substantially in the form provided in WAC 197-11-990 and published by the City Clerk or applicant pursuant to RCW 43.21C.080.

(Ord. 2873 Sec. 1(part), 1984)

4.08.500: Definitions.

The City adopts the following sections of the Washington Administrative Code by reference:

- 197-11-700 Definitions.
- 197-11-702 Act.
- 197-11-704 Action.
- 197-11-706 Addendum.
- 197-11-708 Adoption.
- 197-11-710 Affected tribe.
- 197-11-712 Affecting.
- 197-11-714 Agency.
- 197-11-716 Applicant.
- 197-11-718 Built environment.
- 197-11-720 Categorical exemption.
- 197-11-722 Consolidated appeal.
- 197-11-724 Consulted agency.
- 197-11-726 Cost-benefit analysis.
- 197-11-728 City.
- 197-11-730 Decision maker.
- 197-11-732 Department.
- 197-11-734 Determination of non-significance (DNS).
- 197-11-736 Determination of significance (DS).
- 197-11-738 EIS.
- 197-11-740 Environment.
- 197-11-742 Environmental checklist.
- 197-11-744 Environmental document.
- 197-11-746 Environmental review.
- 197-11-748 Environmentally sensitive area.
- 197-11-750 Expanded scoping.
- 197-11-752 Impacts.
- 197-11-754 Incorporation by reference.
- 197-11-756 Lands covered by water.
- 197-11-758 Lead agency.
- 197-11-760 License.

197-11-762 Local agency.
197-11-764 Major action.
197-11-766 Mitigated DNS.
197-11-768 Mitigation.
197-11-770 Natural environment.
197-11-772 NEPA.
197-11-774 Non-project.
197-11-776 Phased review.
197-11-778 Preparation.
197-11-780 Private project.
197-11-782 Probable.
197-11-784 Proposal.
197-11-786 Reasonable alternative.
197-11-788 Responsible official.
197-11-790 SEPA.
197-11-792 Scope.
197-11-793 Scoping.
197-11-794 Significant.
197-11-796 State agency.
197-11-797 Threshold determination.
197-11-799 Underlying governmental action.
(Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.510: Categorical Exemptions.

- (1) The City adopts by reference the following sections of the Washington Administrative Code for categorical exemptions, as supplemented in this Chapter including KMC 4.08.110 (Flexible thresholds), KMC 4.08.120 (Use of exemptions), and KMC 4.08.530 (Environmentally sensitive areas):
 - 197-11-800 Categorical exemptions.
 - 197-11-880 Emergencies.
 - 197-11-890 Petitioning DOE to change exemptions.
- (2) ~~So much of the Washington Administrative Code, Section 197-11-800 as categorically exempts short plats or short subdivision, in accord with RCW 58.17.060 (see KMC 17.13) is not adopted.~~ If a proposal fits within any of the provisions in WAC 197-11-800, the proposal shall be categorically exempt from threshold determination requirements except as follows:
 - (a) The proposal is not exempt under WAC 197-11-908, environmentally sensitive areas.
 - (b) The proposal is a segment of a proposal that includes:
 - (i) A series of actions, physically or functionally related to each other, some of which are categorically exempt and some of which are not; or
 - (ii) A series of exempt actions that are physically or functionally related to each other, and that together may have a probable significant adverse environmental impact in the judgment of an agency with jurisdiction. If so, that agency shall be the lead

[agency, unless the agencies with jurisdiction agree that another agency should be the lead agency. Agencies may petition the Department of Ecology to resolve disputes.](#)

(Ord. 5342 Sec. 1, 2011; Ord. 3387 Sec. 1, 1992; Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.520: Agency Compliance.

The City adopts the following sections of the Washington Administrative Code by reference, as supplemented by KMC 4.08.040 through KMC 4.08.050:

- 197-11-900 Purpose of this part.
- 197-11-902 Agency SEPA policies.
- 197-11-916 Application to ongoing actions.
- 197-11-920 Agencies with environmental expertise.
- 197-11-922 Lead agency rules.
- 197-11-924 Determining the lead agency.
- 197-11-926 Lead agency for governmental proposals.
- 197-11-928 Lead agency for public and private proposals.
- 197-11-930 Lead agency for private projects with one agency with jurisdiction.
- 197-11-932 Lead agency for private projects requiring licenses from more than one agency, when one of the agencies is a city/county.
- 197-11-934 Lead agency for private projects requiring licenses from a local agency, not a city/county, and one or more state agencies.
- 197-11-936 Lead agency for private projects requiring licenses from more than one state agency.
- 197-11-938 Lead agencies for specific proposals.
- 197-11-940 Transfer of lead agency status to a state agency.
- 197-11-942 Agreements on lead agency status.
- 197-11-944 Agreements on division of lead agency duties.
- 197-11-946 DOE resolution of lead agency disputes.
- 197-11-948 Assumption of lead agency status.

(Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.530: Environmentally Sensitive Areas.

- (1) The City will designate environmentally sensitive areas under the standards of WAC 197-11-908 and file maps of such areas, together with the exemptions from the list in WAC 197-11-908 that are inapplicable in such areas, with the Department of Planning and the Department of Ecology.
- (2) The City will treat proposals located wholly or partially within an environmentally sensitive area no differently than other proposals, in making threshold determinations. The City will not automatically require an EIS for a proposal merely because it is located in an environmentally sensitive area.
- (3) Certain exemptions do not apply on lands covered by water, and this remains true regardless of whether or not the lands covered by water are mapped.

(Ord. 3661 Sec. 2(part), 1995; Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.540: Fees.

The following fees will be charged:

- (1) Threshold Determination. The City will collect \$25.00 from the proponent before undertaking a threshold determination. The time for making a threshold determination does not begin to run until payment of the fee.
- (2) Environmental Impact Statement.
 - (a) When the City is the lead agency for a proposal requiring an EIS and the Responsible Official determines that the EIS will be prepared by employees of the City, the City will charge and collect a reasonable fee from the applicant to cover its costs. The Responsible Official will advise the applicant of the projected costs and obtain security for them.
 - (b) When the Responsible Official determines that the City will contract for the preparation of an EIS, he will charge costs directly to the applicant. Consultants will be selected by mutual agreement of the City and applicant after a call for proposals. The Responsible Official will obtain security for the costs.
 - (c) If a proposal is modified so that an EIS is no longer required, the Responsible Official will refund any fees collected under (a) or (b) of this subsection which remain after incurred costs are paid.
- (3) The City will collect a reasonable fee from an applicant to cover the cost of meeting the public notice requirements of this chapter.
- (4) The City will not collect a fee for performing its duties as a consulted agency.
- (5) The City will charge for copies and for mailing.

(Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

4.08.550: Forms.

The City adopts the following forms and sections of the Washington Administrative Code by reference:

- 197-11-960 Environmental checklist.
- 197-11-965 Adoption notice.
- 197-11-970 Determination of significance and scoping notice (DS).
- 197-11-985 Notice of assumption of lead agency status.
- 197-11-990 Notice of action.

(Ord. 2873 Sec. 1(part), 1984; Ord. 2486 Sec. 1, 1980)

CHAPTER 4.12 PERMIT PROCESS

4.12.010: Findings.

The City Council finds and declares the following:

- (1) As the number of environmental laws and development regulations has increased for land uses and development, so has the number of required land use permits, each with its own separate approval process.
- (2) The increasing number of local and state land use permits and separate environmental review processes required by agencies has generated continuing potential for conflict, overlap, and duplication between the various permit and review processes.
- (3) This regulatory burden has significantly added to the cost and time needed to obtain local and state land use permits and has made it difficult for the public to know how and when to provide timely comments on land use proposals that require multiple permits and have separate environmental review processes.

(Ord. 3642 Sec. 1, 1996)

4.12.015: Applicability.

These rules apply to all land use permits under Titles 5, 15, 17, and 18, and to any related regulation implementing these provisions or any other ordinance or law. Unless another department is the primary agency in a permit process, the Director of Planning administers those chapters and may adopt such rules as will assist in administering these provisions.

(Ord. 3642 Sec. 1, 1996)

4.12.020: Definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this Chapter.

- (1) *Closed Record Appeal* means an administrative appeal on the record following an open record hearing on a project permit application when the appeal is on the record with no or limited new evidence or information allowed to be submitted and only appeal argument allowed.
- (2) *Director* means the Director of Planning unless another department or agency is in charge of the project permit in which case it refers to the chief administrative officer of that department or agency.
- (3) *Open Record Hearing* means a hearing, conducted by a single hearing body or officer that creates the record through testimony and submission of evidence and information. An open record hearing may be held prior to a decision on a project permit to be known as an "open record pre-decision hearing." An open record hearing may be held on an appeal, to be known as an "open record appeal hearing," if no open record pre-decision hearing has been held on the project permit.
- (4) *Project Permit* or *Project Permit Application* means any land use or environmental permit or license required from the City for a project action, including, but not limited to, building permits, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan or subarea plan, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations except as otherwise specifically included in this subsection.
- (5) *Public Meeting* means an informal meeting, hearing, workshop, or other public gathering of people to obtain comments from the public or other agencies on a proposed project permit prior to a decision. A public meeting may include, but is not limited to, a design review or architectural control board meeting, a special review district or community council meeting, or a scoping meeting on a draft environmental impact statement. A public meeting does not include an open record hearing. The

proceedings at a public meeting may be recorded and a report or recommendation may be included in the local government's project permit application file.

(Ord. 3642 Sec. 1, 1996)

4.12.030: Purpose.

In enacting Sections 4.12.040 and 4.12.050, the City Council intends to establish a mechanism for implementing the provisions of Chapter 36.70A RCW regarding compliance, conformity, and consistency of proposed projects with adopted comprehensive plans and development regulations. In order to achieve this purpose the City Council finds that:

- (1) Given the extensive investment that public agencies and a broad spectrum of the public are making and will continue to make in comprehensive plans and development regulations for their communities, it is essential that project review start from the fundamental land use planning choices made in these plans and regulations. If the applicable regulations or plans identify the type of land use, specify residential density in urban growth areas, and identify and provide for funding of public facilities needed to serve the proposed development and site, these decisions at a minimum provide the foundation for further project review unless there is a question of code interpretation. The project review process, including the environmental review process under Chapter 43.21C RCW and the consideration of consistency, should start from this point and should not reanalyze these land use planning decisions in making a permit decision.
- (2) Comprehensive plans and development regulations adopted by the City under Chapter 36.70A RCW and environmental laws and rules adopted by the state and federal government have addressed a wide range of environmental subjects and impacts. These provisions typically require environmental studies and contain specific standards to address various impacts associated with a proposed development, such as building size and location, drainage, transportation requirements, and protection of critical areas. When a permitting agency applies these existing requirements to a proposed project, some or all of a project's potential environmental impacts will be avoided or otherwise mitigated. Through the integrated project review process described in subsection (1) of this Section, the Director will determine whether existing requirements, including the applicable regulations or plans, adequately analyze and address a project's environmental impacts. Project review should not require additional studies or mitigation under Chapter 43.21C RCW where existing regulations have adequately addressed a proposed project's probable specific adverse environmental impacts.
- (3) Consistency should be determined in the project review process by considering four factors found in applicable regulations or plans: The type of land use allowed; the level of development allowed, such as units per acre or other measures of density; infrastructure, such as the adequacy of public facilities and services to serve the proposed project; and the character of the proposed development, such as compliance with specific development standards. This uniform approach corresponds to existing project review practices and will not place a burden on applicants or local government. The City intends that this approach should be largely a matter of checking compliance with existing requirements for most projects, which are simple or routine, while more complex projects may require more analysis.
- (4) When an applicant applies for a project permit, consistency between the proposed project and applicable regulations or plan should be determined through a project review process that integrates land use and environmental impact analysis, so that governmental and public review of the proposed project, by development regulations under Chapter 36.70A RCW, and by the environmental process under Chapter 43.21C RCW run concurrently and not separately.
- (5) The project review process should address consistency between a proposed project and the applicable regulations or plan:
 - (a) A uniform framework for the meaning of consistency;

- (b) An emphasis on relying on existing requirements and adopted standards, with the use of supplemental authority as specified by Chapter 43.21C RCW to the extent that existing requirements do not adequately address a project's specific probable adverse environmental impacts; and
- (c) The identification of three basic land use planning choices made in applicable regulations or plans that, at a minimum, serve as a foundation for project review and that should not be reanalyzed during project permitting.

(Ord. 3642 Sec. 1, 1996)

4.12.040: Scope of Review.

- (1) Fundamental land use planning choices made in adopted comprehensive plans and development regulations shall serve as the foundation for project review. The review of a proposed project's consistency with applicable development regulations, or in the absence of applicable regulations the adopted Comprehensive Plan, under Section 4.12.050 shall incorporate the determinations under this section.
- (2) During project review, the Director or any subsequent reviewing body shall determine whether the items listed in this subsection are defined in the development regulations applicable to the proposed project or, in the absence of applicable regulations the adopted Comprehensive Plan. At a minimum, such applicable regulations or plans shall be determinative of the:
 - (a) Type of land use permitted at the site, including uses that may be allowed under certain circumstances, such as planned unit developments and conditional and special uses, if the criteria for their approval have been satisfied;
 - (b) Density of residential development in urban growth areas; and
 - (c) Availability and adequacy of public facilities identified in the Comprehensive Plan, if the plan or development regulations provide for funding of these facilities as required by Chapter 36.70A RCW.
- (3) During project review, the Director shall not reexamine alternatives to or hear appeals on the items identified in subsection (2) of this section including issues of code interpretation.
- (4) The Director may determine that the requirements for environmental analysis and mitigation measures in development regulations and other applicable laws provide adequate mitigation for some or all of the project's specific adverse environmental impacts to which the requirements apply.
- (5) Nothing in this section limits the authority of the City to approve, condition, or deny a project as provided in its development regulations adopted under Chapter 36.70A RCW and in its policies adopted under RCW 43.21C.060. Project review shall be used to identify specific project design and conditions relating to the character of development, such as the details of site plans, curb cuts, drainage swales, transportation demand management, the payment of impact fees, or other measures to mitigate a proposal's probable adverse environmental impacts, if applicable.

(Ord. 3642 Sec. 1, 1996).

4.12.050: Project Consistency.

- (1) A proposed project's consistency with development regulations adopted under Chapter 36.70A RCW, or, in the absence of applicable development regulations, the appropriate elements of the Comprehensive Plan or subarea plan adopted under Chapter 36.70A RCW shall be determined by consideration of:
 - (a) The type of land use;
 - (b) The level of development, such as units per acre or other measures of density;
 - (c) Infrastructure, including public facilities and services needed to serve the development; and
 - (d) The character of the development, such as development standards.

- (2) In determining consistency, the determinations made pursuant to Section 4.12.040 of this Chapter shall be controlling.
- (3) For purposes of this Section, the term "consistency" shall include all terms used in this Chapter and Chapter 36.70A RCW to refer to performance in accordance with this Chapter and Chapter 36.70A RCW, including but not limited to compliance, conformity, and consistency.
- (4) Nothing in this Section requires documentation, dictates procedures for considering consistency, or limits the Director from asking more specific or related questions with respect to any of the four main categories listed in subsection (1)(a) through (d) of this Section.

(Ord. 3642 Sec. 1, 1996)

4.12.055: Project Concurrency.

- (1) Concurrency is defined by GMA to mean that needed improvements for water, sewer, and transportation for development proposals are in place at the time of development; or in the case of transportation, that a financial commitment exists to complete the improvements within six years.
- (2) The concept of concurrency is based on maintenance of specified levels of service (LOS) for water, sewer, and transportation. Level of service standards represents the minimum performance level desired for transportation facilities and services, and the minimum availability of water and sewer.
- (3) Development permit or project permit means any land use permit required from the City for a project action, including, but not limited to, subdivisions, site plans designated as Tier 2 or Tier 3, planned unit developments, conditional uses, shoreline substantial development permits, but excluding non-site specific development permits such as the adoption or amendment of a comprehensive plan, subarea plan, or development regulations.
- (4) The following development permit applications shall be subject to a finding of approval for concurrency conducted in the processing of the development permit application:
 - (a) Preliminary plat (subdivision of ten or more residential lots);
 - (b) Site plans designated as Tier 2 or Tier 3;
 - (c) Any other land use plan or permit which would increase the demand for transportation facilities by 50 or more peak hour trips per day (based upon the latest ITE Trip Generation Manual or other data, including LOS, as approved by the City's traffic engineer).

CITY OF KENNEWICK LOS FOR TRANSPORTATION	
	LOS
Signalized Intersections - Existing	Level of Service "D"
Unsignalized Intersections or Driveways - Minor Street Approach	Level of Service "E"
Signalized or Unsignalized Intersection with Second Site Access Point within ¼ mile having a LOS D or better	Level of Service "F"

- (d) Any land use plan or permit that would increase the demand for potable water and/or the demand for sewer requirements above the LOS indicated within the following table for domestic use, or the current water and sewer system plans for commercial or industrial use.

CITY OF KENNEWICK LOS FOR WATER AND SEWER	
	LOS
Domestic Water	170 gallons per capita per day
Domestic Sewer	120 gallons per capita per day
Commercial or Industrial Water and Sewer	Per Water and Sewer System Plan

- (5) If project concurrency for transportation, as defined in Section 4.12.055(1) cannot be met, WAC 365-195-510(1) requires that the project must be denied unless the applicant does one or both of the following to the satisfaction of the City Traffic Engineer or designee:

-
- (a) Amend the application to reduce the need for capacity improvements of transportation facilities in order to maintain the adopted level of service; or
 - (b) Arrange to provide capacity for transportation facilities that is not otherwise available.
- (6) The following development permits are exempt from this section and applicants may submit applications, obtain permits, and commence development without a finding of approval for concurrency, unless otherwise determined by the Director:
- (a) Uses that were disclosed in a completed application filed before the effective date of this section;
 - (b) Any land use plan or permit that would not increase the demand for transportation facilities by more than 50 peak hour trips per day unless the affected transportation facilities are operating at, or lower than, the adopted level-of-service for the facility;
 - (c) Any land use plan or permit that would increase the demand for potable water and/or the demand for sewer requirements by less than those provided within the current water and sewer system plans.
- (7) When required as per KMC 4.12.055(3), the City shall not issue a development permit until:
- (a) A finding of approval for concurrency has been made in accordance with established transportation, water and sewer levels of service and a certificate of concurrency has been issued; or
 - (b) The application has been determined to be exempt from the concurrency requirement as provided in subsection (6) of this section.
- (8) A finding of approval for concurrency, to determine if adequate capacity exists, shall be provided by the City Traffic Engineer or designee for transportation; and for water and sewer by the Utilities Services Manager or designee, for developments not otherwise exempt from the requirements of this section.
- (9) The level of service standards for transportation facilities adopted in KAC 13.08.030(5) Design Level-of-Service and as amended, will be used in conducting the concurrency test.
- (10) The levels of service standards for water and sewer service, as adopted in the Water and Sewer Plan and as amended, will be used in conducting the concurrency test.
- (11) A finding of approval for concurrency:
- (a) Is valid only for the development permit with which it was issued and for subsequent development permits for the same property as long as the applicant obtains the subsequent development permit and where the use or intensity has not changed and the previous development permit has not expired; and
 - (b) Will be valid for the same period of time as the development permit with which it was issued; and
 - (c) Can be extended for the same time as a development permit's extension; and
 - (d) Runs with the land and cannot be transferred to a different property but transfers automatically with ownership of the property; and
 - (e) Shall expire if the underlying development permit expires or is revoked or denied by the City and has not been extended to a subsequent development permit for the same property.
- (12) A finding of approval for concurrency shall be an administrative action of the City and is categorically exempt from the State Environmental Policy Act (SEPA).
- (13) Projects not meeting the minimum threshold for concurrency review for sewer, water, or transportation are not exempt from other mitigation measures that would be determined during the normal development approval process.

(Ord. 5179 Sec. 1, 2007)

4.12.060: Note of Complete Application.

- (1) Within 28 days after receiving a project permit application, the Director shall mail or provide in person a written determination to the applicant, stating either:
 - (a) That the application is complete; or
 - (b) That the application is incomplete and what is necessary to make the application complete.
 To the extent known by the Director, he shall identify other agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application.
- (2) A project permit application is complete for purposes of this section when it meets the City's procedural submission requirements and is sufficient for continued processing even though additional information may be required or project modifications may be undertaken subsequently. The determination of completeness shall not preclude the Director from requesting additional information or studies either at the time of the notice of completeness or subsequently if new information is required or substantial changes in the proposed action occur.
- (3) The determination of completeness may include the following as optional information:
 - (a) A preliminary determination of those development regulations that will be used for project mitigation;
 - (b) A preliminary determination of consistency, as provided under Section 4.12.050; or
 - (c) Other appropriate information.
- (4) (a) An application shall be deemed complete under this section if the Director does not provide a written determination to the applicant that the application is incomplete as provided in subsection (1)(b) of this section.
 - (b) Within 14 days after an applicant has submitted additional information identified as being necessary for a complete application, the Director shall notify the applicant whether the application is complete or what additional information is necessary.

(Ord. 3642 Sec. 1, 1996)

4.12.070: Determining Time Limits.

- (1) Except as otherwise provided in subsection (2) of this section, the Director shall issue its notice of final decision on a project permit application within 120 days after it notifies the applicant that the application is complete, as provided in Section 4.12.060. In determining the number of days that have elapsed after the Director has notified the applicant that the application is complete, the following periods shall be excluded:
 - (a) (i) Any period during which the applicant has been requested to correct plans, perform required studies, or provide additional required information. The period shall be calculated from the date the Director notifies the applicant of the need for additional information until the earlier of the date the Director determines whether the additional information satisfies the request for information or 14 days after the date the information has been provided;
 - (ii) If the Director determines that the information submitted by the applicant under (a)(i) of this subsection is insufficient, he shall notify the applicant of the deficiencies and the procedures under (a)(i) of this subsection shall apply as if a new request for studies had been made;
 - (b) Any period during which an environmental impact statement is being prepared following a determination of significance pursuant to Chapter 43.21C RCW;
 - (c) Any period for administrative appeals of project permits, if an open record appeal hearing or a closed record appeal, or both, are allowed. The time period for considering and deciding shall not exceed:
 - (i) Ninety days for an open record appeal hearing; and

- (ii) Sixty days for a closed record appeal.
The parties to an appeal may agree to extend these time periods; and
- (d) Any extension of time mutually agreed upon by the applicant and the Director.
- (2) The time limits established by subsection (1) of this section do not apply if a project permit application:
 - (a) Requires an amendment to the Comprehensive Plan or a development regulation;
 - (b) Requires approval of a new fully contained community as provided in RCW 36.70A.350, a master planned resort as provided in RCW 36.70A.360, or the siting of an essential public facility as provided in RCW 36.70A.200; or
 - (c) Is substantially revised by the applicant, in which case the time period shall start from the date at which the revised project application is determined to be complete under Section 4.12.060.
- (3) If the Director is unable to issue its final decision within the time limits provided for in this section, it shall provide written notice of this fact to the project applicant. The notice shall include a statement of reasons why the time limits have not been met and an estimated date for issuance of the notice of final decision.

(Ord. 3642 Sec. 1, 1996)

4.12.075: Expiration of Applications and Permits.

- (1) Incomplete Application/Additional Information.
 - (a) The application shall expire if the applicant fails to provide the required information within 90 days of the following:
 - (i) The date the application is determined incomplete per Section 4.12.060(1)(b); or
 - (ii) The date a written request for additional information is made regarding an application that is determined complete.
 - (b) Expired applications must be resubmitted as new applications requiring repayment of all applicable fees.
 - (c) Prior to the expiration date, the applicant may request, in writing, an extension of time. The Director may grant a 90-day extension on a one-time basis if the required studies or information warrant additional time.
- (2) Permits.
 - (a) Absent statute or ordinance provisions to the contrary, and excluding Subdivisions (KMC 17.10 Platting), any application for which a conditional approval has been made and for which no substantial progress has been made to meet permit approval requirements for a period of 180 days after the permit's conditional approval, the application will expire and become null and void.
 - (i) Phased Site Plans: Phased site plans shall expire in accord with KMC 4.12.075(2)(a). In addition, once a phase is completed and a Certificate of Occupancy is issued, the application will expire and become null and void if an application for final site plan approval for another phase is not applied for within 190 days.
 - (b) Expired applications must be resubmitted as new applications requiring repayment of all applicable fees.
 - (c) Prior to the expiration date, the applicant may request, in writing, an extension of time. The Director shall grant a 180-day extension on a one-time basis.

(Ord. 5644 Sec. 1, 2016; Ord. 5468 Sec. 1, 2012)

4.12.080: Agent.

The Director may require the applicant for a project permit to designate a single person or entity to receive determinations and notices required by this Chapter.

(Ord. 3642 Sec. 1, 1996)

4.12.090: Public Notice.

- (1) The Director shall provide a notice of application to the public and the departments and agencies with jurisdiction as provided in this section. If the Responsible Official has made a determination of significance under Chapter 43.21C RCW concurrently with the notice of application, the notice of application shall be combined with the determination of significance and scoping notice. Nothing in this section prevents a determination of significance and scoping notice from being issued prior to the notice of application.
- (2) The notice of application shall be provided within 14 days after the determination of completeness as provided in Section 4.12.060 and include the following in whatever sequence or format the local government deems appropriate:
 - (a) The date of application, the date of the notice of completion for the application, and the date of the notice of application;
 - (b) A description of the proposed project action and a list of the project permits included in the application and, if applicable, a list of any studies requested under Section 4.12.060 or Section 4.12.070;
 - (c) The identification of other permits not included in the application to the extent known;
 - (d) The identification of existing environmental documents that evaluate the proposed project, and the location where the application and any studies can be reviewed, and any information applicable to the optional DNS process (WAC 197-11-355);
 - (e) A statement of the public comment period, which shall be not less than 15 nor more than 30 days following the date of notice of application, and statements of the right of any person to comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights. The Director may accept comments at any time prior to the closing of the record of an open record pre-decision hearing, if any, or, if no open record pre-decision hearing is provided, prior to the decision on the project permit;
 - (f) The date, time, place, and type of hearing, if applicable and scheduled at the date of notice of the application;
 - (g) A statement of the preliminary determination, if one has been made at the time of notice, of those development regulations that will be used for project mitigation and of consistency as provided in Section 4.12.050; and
 - (h) Any other appropriate information.
- (3) If an open record hearing is required for the requested project permits, the notice of application shall be provided at least 15 days prior to the open record hearing.
- (4) The Director shall use reasonable methods to give the notice of application to the public and agencies with jurisdiction and may use its existing notice procedures. The Director may use different types of notice for different categories of project permits or types of project actions. If not otherwise specified, the Director shall use the methods provided for in (a) and (b) of this subsection. Examples of reasonable methods to inform the public are:
 - (a) Posting the property for site-specific proposals;
 - (b) Publishing notice, including at least the project location, description, type of permit(s) required, comment period dates, and location where the complete application may be reviewed, in the

- newspaper of general circulation in the general area where the proposal is located or in a local land use newsletter published by the local government;
- (c) Notifying public or private groups with known interest in a certain proposal or in the type of proposal being considered;
 - (d) Notifying the news media;
 - (e) Placing notices in appropriate regional or neighborhood newspapers or trade journals;
 - (f) Publishing notice in agency newsletters or sending notice to agency mailing lists, either general lists or lists for specific proposals or subject areas; and
 - (g) Mailing to neighboring property owners.
- (5) A notice of application shall not be required for project permits that are categorically exempt under Chapter 43.21C RCW, unless a public comment period or an open record hearing is required.
 - (6) The Director shall integrate the permit procedures in this section with environmental review under Chapter 43.21C RCW as follows:
 - (a) Except for a determination of significance, the Director may not issue its threshold determination, or issue a decision or a recommendation on a project permit until the expiration of the public comment period on the notice of application.
 - (b) If an open record hearing is required and the threshold determination requires public notice under Chapter 43.21C RCW, the Director shall issue its threshold determination at least 15 days prior to the open record hearing.
 - (c) Comments shall be as specific as possible.
 - (7) The Director may combine any hearing on a project permit with any hearing that may be held by another local, state, regional, federal, or other agency provided that the hearing is held within the geographic boundary of the City. Hearings shall be combined if requested by an applicant, as long as the joint hearing can be held within the time periods specified in Chapter 4.12.070 or the applicant agrees to the schedule in the event that additional time is needed in order to combine the hearings.
 - (8) The Director shall cooperate to the fullest extent possible with other agencies in holding a joint hearing if requested to do so, as long as:
 - (a) The agency is not expressly prohibited by statute from doing so;
 - (b) Sufficient notice of the hearing is given to meet each of the agencies' adopted notice requirements as set forth in statute, ordinance, or rule; and
 - (c) The agency has received the necessary information about the proposed project from the applicant to hold its hearing at the same time as the City's hearing.
 - (9) An administrative appeal of the project decision, combined with any environmental determinations, shall be filed within 14 days after the notice of the decision or after other notice that the decision has been made and is appealable. The appeal period shall be extended for an additional seven days, if state or local rules adopted pursuant to Chapter 43.21C RCW allow public comment on a determination of non-significance issued as part of the appealable project permit decision.
 - (10) The applicant for a project permit is deemed to be a participant in any comment period, open record hearing, or closed record appeal.
 - (11) Required public notification methods (see chart below).

PUBLIC NOTICES AND LAND USE PROCEDURES											
Action	Notification by Direct Mailing	Sign age or Posting	Legal Notice in Classifieds	Notif y Groups With Kno	No Public Notificat ion Require ments	Public Com ment Perio d	Pre- Decis ion Meeting	Open Recor d Heari ng	Decisi on	Open Record Appeal	Clos ed Rec ord App eal

				wn Inter ests							
Building Permit					*				Staff	Mid-Columbia Board of Appeals Commission (MCBA C) BOAB	
FAA Form 7660					*				Staff	Hearing Examiner BOA	
Lot Line Adjustment					*				Staff	Hearing Examiner BOA	
Accessory Apartment					*				Staff	Hearing Examiner BOA	
Comparable Use				*					Staff	Hearing Examiner BOA	
Manufactured Housing In-fill					*				Staff	Hearing Examiner BOA	
Parcel Combination					*				Staff	Hearing Examiner BOA	
Home Occupation					*				Staff	Hearing Examiner BOA	
Additional/Dangerous Animals	*						15 days		Staff	Hearing Examiner BOA	
Conditional Use Permit	*	*					15 days		Staff	Hearing Examiner	

										Examiner BOA	
Site Plan Approval Permit		*1			*2	15 days ¹			Staff	Hearing Examiner BOA	
Short Plat		*				15 days			Staff	Hearing Examiner BOA	
Binding Site Plan		*				15 days			Staff	Hearing Examiner	
Minor Variance					*				Staff	Hearing Examiner BOA	
Alternative Residential Development	*	*				15 days			Staff	Hearing Examiner BOA	
Pre-Plat	*	*	*	*		15 days	Staff	Hearing Examiner €€	Hearing Examiner €€		SC
Final Plat					*				CC		SC
Variance	*	*	*			15 days		Hearing Examiner BOA	Hearing Examiner BOA		SC
Historical District Permit					*			HPC	HPC		SC
Shoreline Permits	*	*	*	*		15 days	PC	Hearing Examiner BOA	Hearing Examiner BOA		SC
Comprehensive Plan Amendment	*	*	*	*		15 days	PC	PC €€	CC		GM HB
Title 17/18 Amendment			*	*		15 days	PC	PC €€	CC		SC
Change of Pre-Zone	*	*	*	*		15 days	PC	PC €€	CC		SC

Change of Zone	*	*	*	*		15 days	PC	PC	CC		SC
Planned Development	*	*	*	*		15 days	PC	CC	CC		SC
Development Agreement	*	*	*	*		15 days	PC	PC	CC		SC

¹ If a threshold determination is required

² If categorically exempt

(Ord. 5421 Sec. 1, 2012; Ord. 5418 Sec. 1, 2012; Ord. 5393 Sec. 3, 2011; Ord. 5322 Sec. 17, 2010; Ord. 5014 Sec. 3, 2003; Ord. 3642 Sec. 1, 1996)

4.12.100: Permit Procedures.

- (1) All project permits and project permit applications, except zone changes, plats, street vacations, and other legislative decisions, shall be processed and reviewed in the following manner, upon receipt of a completed application:
 - (a) For an application requiring legislative action or which is illegal, the application shall be denied or processed in accord with subsection (2).
 - (b) For applications which involve more than one permit, the City will prepare a temporary schedule for review by all interested agencies, departments, and the applicant. The schedule will be prepared during the application completion determination in accord with Section 4.12.060.
 - (c) Depending upon the scope of the project, the City will schedule necessary public meetings to coordinate the permit process and gather information following appropriate notification as provided in Section 4.12.090.
 - (d) Unless otherwise required, no open record hearing will be held unless there is a bona fide objection to some portion of the permit or from some determination made during the course of the permit processing. When required, only one open record hearing will be held. The open record hearing will be before the officer or body having jurisdiction over the matter in dispute or over the matter requiring the open record hearing. If the matter disputed or for which an open record hearing is required falls within the jurisdiction of more than one department or agency, a joint hearing will be held if practical.
 - (e) A decision or joint decision if possible, shall be issued and notice given thereof, including the time for appeal and the person or body to whom the appeal must be made. Unless another time is provided, an appeal must be filed within ten days of the decision. The longest appeal period following a joint hearing controls if there are multiple appeal periods.
 - (f) The body or bodies with appellate jurisdiction shall hold a joint closed record appeal. An open record appeal may be held for matters for which no open record hearing has previously been held. The decision of the person or bodies hearing the appeal may be joint or separate. Every effort shall be made in the event of separate decisions to ensure that they are issued simultaneously. Any review of the decision or decisions must be made to the superior court within 21 days.
 - (g) In the event that no appellate body is designated for a matter, the matter shall be heard by the ~~Zoning Board of Adjustment~~ Hearing Examiner.
- (2) If the decision on an application must be made by the Kennewick City Council, the application will normally be denied until legislative approval has been obtained. Except for Comprehensive Plan Amendments which may never be processed other than as part of the annual review, an applicant may request combined processing in accord with subsection (1) of this section. ~~Normally any hearing or appeal by the Council will be conducted by a committee rather than a whole.~~

- (3) The actual costs of any hearing or appeal not otherwise required will be borne by the person requesting the review or objecting to a decision. Security for the costs must be posted prior to the setting or notice of hearing or appeal. The failure to post security is a waiver of any objection.

(Ord. 5421 Sec. 2, 2012; Ord. 5322 Sec. 18, 2010; Ord. 3642 Sec. 1, 1996)

4.12.110: Comprehensive Plan Amendment and Area-Wide Rezone Procedures.

- (1) Initiation. Comprehensive Plan Amendments and area-wide rezones may be initiated by any of the following:
- (a) Property owner(s) or their representatives;
 - (b) Any citizen, agency, neighborhood association, or other party; or
 - (c) City Council or city staff.
- (2) Applications. Applications shall be made on forms provided by the City.
- (3) Application Submittal.
- (a) Applicant Initiated. Comprehensive Plan Amendments and area-wide rezones shall be subject to a fully complete determination pursuant to KMC 4.12.060. The date upon fully complete determination shall be the date of registration with the department.
 - (b) Applicants are encouraged to utilize the City's Pre-Application Meeting process prior to submitting a Comprehensive Plan Amendment application, however, applicants requesting a change to Mixed Use are required to go through the Pre-Application Meeting process.
 - (c) Non-Applicant Initiated. After submittal of a non-applicant-initiated application, the application shall be placed on the docket.
 - (d) All requests to change a Comprehensive Plan land use map designation to the "Mixed Use" designation must be accompanied by a Master Development Plan that includes the following:
 - (i) A narrative of planned improvements including gross square feet of floor area to be occupied by different types of uses, the number of proposed dwelling units by unit type, the nature and extent of off-site improvements. The narrative must also explain how the proposal will meet the spirit and intent of the Mixed Use designation and ultimately the new urbanism concepts of the Urban Mixed Use zoning district;
 - (ii) A conceptual site plan illustrating planned development, including the following:
 - (A) Boundaries, dimensions and acreage of the site;
 - (B) Any critical areas (identify type) within the site or immediately adjacent to the site;
 - (C) Location of lot lines rights-of-way, easements, and tracts within the site;
 - (D) Location and nature of planning improvements to the vehicular and pedestrian transportation network within and abutting the site;
 - (E) Location of planned buildings, structures, parking areas and other improvements within the site;
 - (F) Conceptual landscaping plans for all exterior boundaries, interior streets and common open space areas;
 - (G) A traffic study that examines the impacts on the surrounding street network and identifies mitigation measures addressing identified impacts;
 - (H) A development schedule or phasing plan showing the estimated start date, probable stages of development, and the estimated completion date;
 - (I) Any other relevant information required by the Community Planning Director.
 - (iii) A utilities element that considers all utilities necessary to serve the proposed development shall be provided in the Master Development Plan providing the following information:

- (A) The location and size of all existing city utilities which are developed within the area or lead to the site;
 - (B) Plans for the location and sizing of utilities extensions and/or improvements that will be necessary as the site is developed.
 - (iv) Covenants, conditions and restrictions proposed by the applicant to control future development of the Master Development Plan;
 - (v) Prior to the formal filing of an application for the Mixed Use designation, the applicant shall hold at least one public meeting to discuss the proposal and address the concerns of the affected area residents and property owners. The Master Development Plan shall reflect the various concerns raised during the public input process.
 - (vi) Modification of an Approved Master Development Plan. The Community Planning Director may determine that a modification to a previously approved Master Development Plan is exempt from further review as a new application, provided the following criteria are met:
 - (A) The proposed modification is exempt from SEPA review; and
 - (B) The modification is within the general scope of the purpose and intent of the original approval; and
 - (C) The modification complies with all applicable provisions of the Kennewick Municipal Code; and
 - (D) The modification does not add more than ten percent of the square footage assigned to any single building in the approved Master Development Plan and in no event may the modification exceed the development limitations for the area that is subject to the Master Development Plan approval.
- (4) Docket of Comprehensive Plan Amendments and Area-Wide Rezones. The department shall establish and maintain a docket of all applications.
- (5) Annual Review of Docket.
 - (a) Sixty days prior to May 1 in each calendar year, the City shall notify the public that the amendment process has begun. If May 1 falls on a non-business day for the City, the due date shall be the first business day after May 1. Notice shall be distributed as follow:
 - (i) Notice published in appropriate regional or neighborhood newspaper or trade journal;
 - (ii) Notice posted on all of the City's official public notice boards;
 - (iii) Notice posted on the City's website; and
 - (iv) Notice sent to all agencies, organizations and adjacent jurisdictions with a known interest.
 - (b) All docketed applications shall be reviewed concurrently, on an annual basis and in a manner consistent with RCW 36.70A.130(2). Applications docketed after May 1 of the previous calendar year and before May 1 of the current calendar year shall be included in the annual review. Those docketed after May 1 of the calendar year shall be placed on the docket for review at the following annual review.
 - (c) City Council Review of Docketed Requests. After the May 1 deadline, city staff will present the docketed requests to the Planning Commission (Commission) for review and a recommendation. The Commission's recommendation shall be forwarded to the City Council (Council) as soon as practical for Council review. The Council shall determine which specific docketed requests are processed based on the following criteria:
 - (i) Timing of the requested amendment is appropriate and Council will have sufficient information to make an informed decision;
 - (ii) The City will be able to conduct sufficient analysis, develop policy and related development regulations;
 - (iii) The requested amendment has not been recently rejected by Council;

- (c) The compatibility with and impact on adjacent land uses and surrounding neighborhoods;
 - (d) The adequacy of, and impact on community facilities, including utilities, roads, public transportation, parks, recreation, and schools;
 - (e) The quantity and location of land planned for the proposed land use type and density and the demand for such land;
 - (f) The current and projected project density in the area; and
 - (g) The effect, if any upon other aspects of the Comprehensive Plan.
 - (9) Planning Commission Recommendation - Procedure. Following the open record hearing, the Commission shall consider the applications concurrently, and shall prepare and forward a recommendation of proposed action for all applications to the Council. The Commission shall take one of the following actions on each application:
 - (a) If the Commission determines that the proposal should be adopted, it may, by a majority vote, recommend that the Council adopt the proposal. The Commission may make modifications to any proposal prior to recommending the proposal to Council for adoption. If the modification is substantial, the Commission must conduct an open record hearing on the modified proposal;
 - (b) If the Commission determines that the proposal should not be adopted, it may, by a majority vote, recommend that the Council not adopt the proposal; or
 - (c) If the Commission is unable to take either of the actions specified in subsection (9)(a) or (b) of this section, the proposal will be sent to Council with the notation that the Commission makes no recommendation.
 - (10) City Council Action. Within 60 days of receipt of the Commission's findings and recommendations, the Council shall consider the findings and recommendations of the Commission concerning the applications. The Council may hold additional public hearings as necessary to make a decision. The City shall distribute notice of a Council public hearing pursuant to KMC 4.12.090. All annual amendments to the Comprehensive Plan shall be considered concurrently. By a majority vote of its membership, the Council shall take one of the following actions on each application:
 - (a) Approve the application;
 - (b) Deny the application;
 - (c) Modify the application. If the modification is substantial, the Council must either conduct a public hearing on the modified proposal; or
 - (d) Refer the proposal back to the Commission for further consideration.
 - (11) Transmittal to the State of Washington. At least 60 days prior to final action being taken by the Council, the Washington State Department of Commerce (DOC) shall be provided with a copy of the proposed amendments in order to initiate the 60-day comment period. No later than ten days after adoption of the proposal, a copy of the final decision shall be forwarded to DOC.
- (Ord. 5811 Sec. 1, 2019 ; Ord. 5740 Sec. 1, 2017 ; Ord. 5644 Sec. 2, 2016; Ord. 5421 Sec. 2, 2012; Ord. 5338 Sec. 1, 2011)



Community Planning Department

210 West 6th Avenue
Kennewick, WA 99336
Phone: (509) 585-4280
cedinfo@ci.kennewick.wa.us

STATE ENVIRONMENTAL POLICY ACT DETERMINATION OF NONSIGNIFICANCE ADOPTION of EXISTING DOCUMENT

January 13, 2021

Lead agency: City of Kennewick

Agency Contact: Anthony Muai, anthony.muai@ci.kennewick.wa.us, 509-585-4386

Agency File Number: NA

Description of proposal: Update to the Kennewick Shoreline Master Program as part of the 2021 Periodic Review.

Location of proposal: This proposal applies to all designated shorelines and 'shorelines of statewide significance' within Kennewick city limits where regulated uses and activities are proposed.

Name, phone, e-mail of Applicant/Proponent: City of Kennewick, Anthony Muai, 509-585-4386, anthony.muai@ci.kennewick.wa.us

Title of document being adopted: SEPA Checklist for Adoption of Kennewick's Shoreline Master Program after final approval from Department of Ecology

Date adopted document was prepared: June 9, 2006, updated: January 2009

Description of document (or portion thereof) being adopted: The City of Kennewick acted as lead agency on this proposal. The SEPA Checklist for Adoption of Kennewick's Shoreline Master Program after final approval from Department of Ecology is being adopted in its entirety. The adopted document evaluates the impact of Kennewick's Shoreline Master Program (SMP) on the areas regulated by it. The document was not appealed.

The adopted document is available at: <http://www.go2kennewick.com/SMP-Update> and attached to this notice.

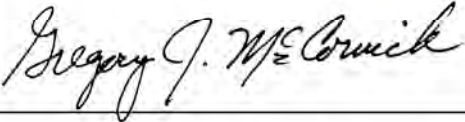
We have identified and adopted this document as being appropriate for this proposal after independent review. The document meets our environmental review needs for the current proposal and will accompany the proposal to the decision makers.

The City of Kennewick has determined that this proposal will 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 determination is based on the following findings and conclusions:

The proposed amendments to Kennewick's SMP as part of the 2021 Periodic Review are being made to address legislative changes that have occurred since adoption of the current SMP in 2009. The proposed changes are in line with the studies that were done previously as identified in the checklist and do not require additional evaluation or study.

This DNS is issued under WAC 197-11-340(2) and the comment period will end on January 28, 2021.

Name, address, phone, e-mail of Responsible Official: Greg McCormick, 210 W. 6th Ave., Kennewick, WA 99336, 509-585-4463, greg.mccormick@ci.kennewick.wa.us

Signature  Date 1/13/2021

Appeal process: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal submittal.

Copies of this DNS were emailed to Benton Clean Air Authority, Confederated Tribes of Umatilla Indian Reservation, Department of Ecology SEPA Register, Department of Fish & Wildlife, Department of Natural Resources, Washington State Department of Transportation.

Planning Commission Action Summary
ZOA 21-01/AMD-2021-01141
(Shoreline Master Program Periodic Update)

The Kennewick Planning Commission conducted a public hearing on April 19, 2021 using an online virtual platform. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, Commissioner Helgeson moved that the Planning Commission concur with the findings and conclusions in the staff report and recommend to City Council approval of the request.

Findings of Fact:

1. The applicant is City of Kennewick Community Planning Department.
2. An open house hosted by the Planning Commission was held on Monday December 21, 2020.
3. The City fulfilled the State Environmental Policy Act requirements by issuing a Determination of Non-significance (DNS) on January 13, 2021.
4. Notice of the proposed code revision was sent to the Washington State Department of Commerce on March 2, 2021, consistent with the requirements of RCW 36.70A.106.
5. A Planning Commission workshop was held to go over the proposed amendments on March 15, 2021.
6. The City of Kennewick and Washington State Department of Ecology initiated a 30-day joint public comment period on April 7, 2021 to gather comments from the public, state agencies, tribal governments and other interested entities.
7. The proposal will amend KMC 18.68: Shoreline Management.
8. The proposal will amend KMC 18.59: Critical Areas – Wetlands.

Conclusions of Law:

1. The proposed amendments will promote the public health, safety, and general welfare by providing consistency between state and local regulations intended to protect, enhance and preserve shorelines of statewide significance for the use and enjoyment of people and wildlife.
2. The proposed amendments do not conflict with the goals and policies of the Comprehensive Plan.
3. The proposed amendments are consistent with the Washington State Shoreline Management Act.

The motion was seconded by Commissioner Hempstead. The motion passed unanimously, with Commissioners Helgeson, Hempstead, Moore, Short, and Vice Chairman Stolle all in favor.

Planning Commission questions: None.

Testimony of Applicant/Applicant's Representative:

Robert McCloud
Knutzen Engineering
5401 Ridgeline Dr. #160
Kennewick 99338

Speaking on behalf of Nathan Machiela and Knutzen Engineering; no additional materials to submit; this is the zone change for the Comprehensive Plan Amendment approved for this property; support approval of this zone change.

Webinar Participant Comments:

Testimony in Favor of the Request:

None

Testimony Neutral/Against the Request:

None

Staff Comments:

None

Public Testimony for COZ 21-05 closed at 6:55 p.m.

Vice Chairman Stolle asked for a motion.

Commissioner Moore moved to concur with the findings and conclusions in staff report COZ 21-05 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Hempstead seconded the motion.

Planning Commission Discussion:

None

The motion passed on a unanimous roll call vote.

Vice Chairman Stolle opened the virtual public hearing at 6:57 p.m. for Zoning Ordinance Amendment (ZOA) #21-01/AMD-2021-01141 proposing to change 7.42 acres located at 4717 W. Canal Drive from Residential, Low Density (RL) and

Kennewick Shoreline Master Program Update Periodic Review – City of Kennewick and Washington State Department of Ecology.

Mr. Muai gave an overview of the staff report, covering updates of the master plan programs; basic amendments to keep current with State law.

Planning Commission questions: Corps of Engineer land and private land that falls within the Shoreline Master Plan (land within 200 feet of high water mark, most of the Corps of Engineer land is in Columbia Park, with Port of Kennewick mostly Clover Island).

Commissioner Helgeson made a motion to forward a recommendation of approval to City Council for ZOA 21-01; Mr. Muai interjected and stated that the Commission should open for public testimony prior to a motion. Vice Chair Stolle concurred and asked Commissioner Helgeson to hold his motion until public testimony has closed.

Testimony in Favor of the Request:

Larry Peterson
Port of Kennewick
350 Clover Island Dr. Suite 200
Kennewick

In favor of the housekeeping master plan for the Shoreline, the Port is in support of the City's efforts to comply with evolving State laws.

Testimony Neutral/Against the Request:

None

Staff Comments:

None

Public Testimony for ZOA 21-01 closed at 7:16 p.m.

Vice Chairman Stolle asked for a motion.

Commissioner Helgeson moved to concur with the findings and conclusions in staff report ZOA 21-01 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Hempstead seconded the motion.

Planning Commission Discussion: None

The motion passed on a unanimous roll call vote.

VISITORS NOT ON AGENDA:

Bill Dixon
2500 S. Irving Street
Kennewick

CPA 20-06 comments – been going on for over a year; disappointed with continuance of CPA 20-06 to May 3, 2021; over 45 people signed up and are disappointed with delay; legally City may need to re-advertise new hearing date.

Mr. McCormick said he will consult with the City of Kennewick attorney about legality of re-advertising hearing; in his experience a continued public hearing doesn't fall under notification requirements.

Steven & Sheri Erhart
4708 W. 27th Avenue
Kennewick

Agree with Mr. Dixon; disappointed not to be able to testify against CPA 20-06.

Nathan Cathey (Mr. Cathey unable to facilitate his audio).

John Hansen
Creekstone area, possible traffic issues, would like to speak on those issues.

Vice Chair Stolle said the public hearing for CPA 20-06 has been continued to May 3, 2021, so there will be an opportunity to speak about it then.

Mr. Hansen asked if he could send in more information for CPA 20-06; Mr. McCormick said yes send them to Melinda Didier Community Planning.

John Deskins
5501 W. 26th Avenue
Kennewick

Mr. Deskins clarified his concerns about development at top of Thompson Hill, traffic flow, etc.

Mr. McCormick said it feels like public testimony is being done during general public comment period, which is for items not on the agenda and for general comments only. Members of the public will have opportunity to give public testimony regarding CPA 20-06 during the hearing on May 3, 2021.

OLD BUSINESS:

TO: Anthony Muai, Planning Manager, City of Kennewick
CC: Jackie Chandler, Shoreline Administrator, WA Department of Ecology
FROM: Chelsea Benner, Shoreline Planner, WA Department of Ecology
Date: August 18, 2021
Subject: **SMP Periodic Review** - Initial Determination of Consistency
Sent via email to: anthony.muai@ci.kennewick.wa.us

Use of this Document

Ecology's *Determination of Initial Concurrence* provides Ecology's review of the proposed amendment to the City of Kennewick (City) Shoreline Master Program (SMP). This document is divided into two sections: **Findings of Fact**, which provides findings related to the City's proposed amendment, amendment history, and the review process and **Initial Determination** of the proposed amendment with next steps.

Attachment 1 itemizes issues that can be addressed prior to Ecology's final approval of the proposed amendment.

Brief Description of Proposed Amendment

The City of Kennewick is undergoing a statutorily required periodic review of their Shoreline Master Program (SMP) and has submitted their draft SMP amendment to Ecology for an initial determination as required by the joint review process and consistent with WAC 173-26-104(3). The SMP regulates shoreline uses and activities along the Columbia River within city limits.

FINDINGS OF FACT

Need for amendment

Kennewick comprehensively updated their master program in 2009. This current amendment is needed to comply with the statutory deadline for a periodic review of the SMP pursuant to RCW 90.58.080(4).

SMP provisions to be changed by the amendment as proposed

The City prepared a checklist and an analysis documenting the proposed amendment. The amendment will bring the SMP into compliance with requirements of the Shoreline Management Act, or state rules that have been added or changed since the last SMP amendment, ensure the SMP remains consistent with amended comprehensive plans and regulations, and incorporate revisions deemed necessary to reflect changed circumstances, new information, or improved data. Locally initiated changes include provisions incorporating comments received throughout the public participation process.

In addition to needed general formatting and citation corrections, the following amendments to the SMP are proposed:

Chapter 18.68 Shoreline Management

18.68.040: - Definitions. The following definitions have been added or revised in this section:

Archaeological and Historic Resources, Channel Migration Zone (CMZ), Critical Area, Development, Fill or

Landfill, Fish and Wildlife Habitat Conservation Area (FWHCA), Hydraulic Project Approval (HPA), Riparian, Riparian Management Zone (RMZ), and Site-Potential Tree Height.

18.68.060: - Goals—Shoreline Development Elements. Language added to the Conservation Element goals that specifically identify protecting and preserving biodiverse habitats found in shorelines.

18.68.110: - General Shoreline Master Program Provisions, (2) General Provisions

(a) Archaeological and Historic Resources: Addition of requirement to complete DAHP permits and site inspection or evaluation prior to conducting the public hearing or issuing a substantial development permit, shoreline conditional use permit or shoreline variance.

(d) Flood Hazard Reduction: Language added allowing the director to use additional flood information that is more restrictive or detailed than that provided in the flood insurance study conducted by the Federal Emergency Management Agency (FEMA) to designate frequently flooded areas

(f) Shoreline Vegetation Conservation, Restoration, and Enhancement: “wildlife value” added to consideration of vegetation conservation. Language added to require mitigation which ensures no net loss of the functions and values of the vegetation removed when avoiding removal is not feasible. Added language emphasizing the preservation and creation of standing snags.

18.68.120: - Shoreline Modifications, (3) Standards for Specific Shoreline Modifications. Language added to clarify that biotechnical and soft methods of shoreline stabilization shall be prioritized as preferred method of bank stabilization.

18.68.130: - Shoreline Uses, (2) General Use Provisions. Language updated to reflect changes to the nonconforming development, uses and lots provisions in WAC 173-27-080.

18.68.130: - Shoreline Uses, (3) Standards for Specific Shoreline Uses. Suggestive language about maintaining natural in-stream features has been changed to required, and reasons for allowing removal has been clarified.

18.68.230: - Application for Substantial Development Permits. Methods for notification are added.

18.68.240: - Application for Conditional Use Permits. Added reference to WAC 173-27-130 “filing with the department.”

18.68.250: - Application for Variance. Added reference to WAC 173-27-130 “filing with the department.”

18.68.255: - Special Procedures for WSDOT Projects. This section was added to clarify specific permit timelines for WSDOT projects.

18.68.280: - Shoreline Exemptions.

- Three items were removed from the list of exemptions and moved to the new exception section.
- Cost thresholds and requirements for dock exemptions were updated to match existing WAC language.
- Language added to the exemption for removing or controlling aquatic noxious weeds exemption to require control methods comply with the WDFW HPA pamphlet permit.
- Addition of exemption for retrofitting existing structures for the purpose of compliance with the Americans with Disabilities Act.

18.68.285: - Developments Not Required to Obtain Shoreline Permits or Local Reviews. New section added to identify exceptions.

SMP Appendices

Appendix A-2 Critical Areas - 18.59.010: Designation, Rating and Mapping Wetlands. Wetland standards were updated to reference and reflect the most current wetland guidance in accordance with the Ecology periodic review checklist.

Appendix A-7 Flood Damage Prevention. The appendix was updated to reflect all changes approved in City of Kennewick Municipal Code since 2009 when the appendix was originally approved as part of the SMP comprehensive update.

Appendix A-8 Clearing and Grading. The appendix was updated to reflect all changes approved in City of Kennewick Municipal Code since 2009 when the appendix was originally approved as part of the comprehensive update.

Appendix A-9 Signs. The appendix was updated to reflect all changes approved in City of Kennewick Municipal Code since 2009 when the appendix was originally approved as part of the comprehensive update.

Appendix A-10 SEPA. The appendix was updated to reflect all changes approved in City of Kennewick Municipal Code since 2009 when the appendix was originally approved as part of the comprehensive update.

Appendix A-11 Permit Process. The appendix was updated to reflect all changes approved in City of Kennewick Municipal Code since 2009 when the appendix was originally approved as part of the comprehensive update.

Amendment History, Review Process

The City prepared a public participation program in accordance with WAC 173-26-090(3)(a) to inform, involve and encourage participation of interested persons and private entities, tribes, and applicable agencies having interests and responsibilities relating to shorelines. An important element of the public participation plan is the City's SMP Periodic Review project website. The City developed draft documents in collaboration with Ecology. Due to the COVID-19 pandemic, the City held public meetings in a virtual format, including a public Open House held December 21, 2020 and Planning Commission meetings addressing this topic.

The City used Ecology's Periodic Review checklist of legislative and rule amendments to review amendments to chapter 90.58 RCW and department guidelines, that have occurred since the master program was last amended, and determine if local amendments were needed to maintain compliance in accordance with WAC 173-26-090(3)(b)(i). The City also reviewed changes to the comprehensive plan and development regulations to determine if the shoreline master program policies and regulations remain consistent with them in accordance with WAC 173-26-090(3)(b)(ii). The City considered whether to incorporate any amendments needed to reflect changed circumstances, new information or improved data in accordance with WAC 173-26-090(3)(b)(iii). The City consulted with Ecology and solicited comments throughout the review process.

SEPA determination and comment period

The record indicates the City adopted the SEPA checklist and Determination of Non-Significance (DNS) from the comprehensive update on January 13, 2021 for the proposed SMP amendment. Notice of adoption was sent on January 13, 2021. The City accepted comments on the DNS adoption through January 28, 2021. During the period that the City solicited for comments of the DNS, three comments were received. These comments came from the Washington Department of Fish and Wildlife (WDFW), The Port of Kennewick, and the Department of Archeological and Historical Preservation (DAHP).

The comment letter from WDFW included recommended changes to seven (7) sections of the SMP. The topic areas included: definitions, shoreline development goals, additional frequently flooded areas resources, requiring mitigation for removed shoreline vegetation, preservation of snags, prioritizing soft methods of shoreline stabilization, referencing WDFW in certain permit exemption criteria, and consideration of WDFW Riparian Ecosystems, Vol. 1 and 2 recent publications.

The comment email received from the Port of Kennewick consisted of two items in which the Port wanted to City to verify were true. These included confirming that the No changes are propose to the existing code provisions relative to development in the Clover Island. Specifically the 35' building heights. The second was a request to update the designations/wetland classification found on the critical area maps for Duffy's Pond if updating the critical area maps was part of this amendment.

The comment letter from DAHP centered on archeological resources in the SMP. The letter suggested the City add language to clearly differentiate between archaeological resources and historic built environment resources, questioned the situations in which surveys will be required by the City both for archaeological and built environment that are over 50 years in age, and suggested a more robust discussion be added regarding the permitting process associated with disturbing a recorded site.

These comments were reviewed by the City as part of the local SEPA determination process. City staff summarized all comments received, during the SEPA comment period, and provided responses in the form of staff recommendations.

The City ultimately made changes in response to comments. These included:

- Adding a definitions for *Channel Mitigation Zone, Fish and Wildlife Habitat Conservation Area, Hydraulic Project Approval, Riparian, Riparian Management Zone, and Site-Potential Tree Height.*
- Amending the definitions of *Critical Areas* and *Fill or Landfill.*
- Incorporated "wildlife value" into a shoreline goal for the Conservation Element.
- Added language allowing the director to use additional flood information to designate frequently flooded areas.
- "Wildlife value" added to consideration of vegetation conservation.
- Language added to require mitigation which ensures no net loss of the functions and values of the vegetation removed when avoiding removal is not feasible.
- Added language emphasizing the preservation and creation of standing snags.
- Language added to clarify that biotechnical and soft methods of shoreline stabilization shall be prioritized as preferred method of bank stabilization.
- Suggestive language about maintaining natural in-stream features has been changed to required, and reasons for allowing removal has been clarified.

- Language added to the exemption for removing of controlling aquatic noxious weeds exemption to require control methods comply with the WDFW HPA pamphlet permit.

These changes were then formally incorporated into the proposed draft prior to conducting the joint process with Ecology.

State Local Joint comment period under WAC 173-26-104

Ecology and the City held a joint state/local public comment period on the proposed SMP amendment following the procedures outlined in WAC 173-26-104. The comment period began on April 7, 2021 and continued through May 6, 2021. Ecology and the City held a joint public hearing before the Planning Commission on April 19, 2021. Due to the Governor's "Stay Home Order" the Public Hearing was held via video conferencing.

The City provided notice of the Joint comment period and hearing, including a statement that the hearing was intended to address the periodic review in accordance with WAC 173-26-090(3)(c)(ii). Affidavits of publication provided by the City indicate notice of the joint comment period and hearing was published on April 4, 2021 in *The Tri-City Herald*.

Ecology distributed notice of the joint local/state comment period to state interested parties on April 6, 2021. The Confederated Tribes of the Yakama Nation were invited to comment and consult on the City's proposed SMP periodic review amendment on April 6, 2021 by email and letter.

No comments were received during the joint comment period.

The proposed SMP amendments were received by Ecology on May 14, 2021 for initial state review. The submittal was supplemented on June 25, 2021 and verified as complete on July 12, 2021. This began Ecology's review and initial determination.

Summary of Issues Identified by Ecology as Relevant to Its Decision

Ecology is required to review all SMPs to ensure consistency with the Shoreline Management Act (SMA) and implementing rules including WAC 173-26, State Master Program Approval/Amendment Procedures and Master Program Guidelines. WAC 173-26-186(11) specifies that Ecology "shall insure that the state's interest in shorelines is protected, including compliance with the policy and provisions of RCW 90.58.020."

Based on review of the proposed amendments to the SMP for consistency with applicable SMP Guidelines requirements and the Shoreline Management Act, and consideration of supporting materials in the record submitted by the City, the following issues remain relevant to Ecology's final decision on the proposed amendments to the City's SMP, with Findings specific to each issue identifying amendments required for compliance with the SMA and applicable guidelines:

Definitions

The proposal amends the definition of "Fill or Landfill" to read as follows: Fill or Landfill means the addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the ordinary high water mark, in wetlands, in floodplains or on shorelands in a manner that raises the elevation of a waterbody or floodplain or creates dry land.

Finding: Ecology finds the proposed revisions to the definition of "Fill or Landfill" is inconsistent with the definition in WAC 173-26-020(16). This change should be deleted and the existing definition should be retained. [Attachment 1, Req-1]

Shoreline Exemptions

Both the Act at RCW 90.58.030(3)(e) and the implementing rules at WAC 173-27-040 establish that some specific shoreline activities are not considered substantial development and are exempt from requirements for a substantial development permit. Using the exact language as established by statute and rule will ensure these allowances are correctly implemented and narrowly construed, as required.

Ecology, has identified changes needed to ensure that SMP substantial development permit exemptions are implemented consistent with the requirements of the Act. These changes remove conflicting language and add clarifying provisions.

Finding: *Ecology finds that corrections are needed to ensure consistency with WAC 173-27-040 and for clarity to aid both applicants and practitioners. [Attachment 1, Req-2]*

Integration of critical area regulations

As required by RCW 36.70A.480(3)(d) and RCW 90.58.610, upon Ecology's approval of the Comprehensive SMP update critical areas within shorelines of the state are now protected under chapter 90.58 RCW. This transfer of authority requires critical area reviews for activities in shoreline jurisdiction occur within the context of the SMP permitting procedures; the administrative procedures of the city's Critical Areas code are not applicable in shoreline jurisdiction and should not be included in SMP Appendix A-2.

Finding: *Ecology finds the inclusion of 18.58.120 Exception – Reasonable Use in SMP Appendix A-2 is inconsistent with permitting procedures set forth under the SMA and in WAC 173-27 and should be deleted. [Attachment 1, Req-3]*

Additional items identified by Ecology as recommended changes

In addition to the issues identified above as requiring changes to ensure consistency with the SMA and its implementing guidelines, Ecology has identified two (2) recommended changes to the SMP amendment for consideration by the City. These changes are suggested to improve clarity and implementation and can be found in Attachment 1, items Rec-1 and Rec-2.

Findings. *Ecology finds that the recommended changes, set forth in Attachment 1, Rec-1 through Rec-2, would be consistent with the policy and standards of RCW 90.58 and the applicable guidelines if implemented. However, the inclusion of these changes are at the discretion of the City and are not necessary in order to approve this Periodic Review amendment.*

INITIAL DETERMINATION

The following constitutes Ecology's written statement of initial concurrence, consistent with WAC 173-26-104(3)(b)(ii):

After review by Ecology of the complete record submitted and all comments received, Ecology has determined that the City's proposed amendment, subject to Ecology's required changes, is consistent with the policy and standards of RCW 90.58.020 and RCW 90.58.090 and the applicable SMP guidelines (WAC 173-26-171 through 251 and .020 definitions).

Next Steps

Consider the changes identified by Ecology in Attachment 1. Please let me know if you would like to discuss alternative language or different approaches for resolving these issues.

If these issues are resolved prior to local adoption, we anticipate being able to approve your SMP Periodic Review amendment after formal submittal is provided consistent with WAC 173-26-110.

INITIAL DETERMINATION

Changes in red are required for consistency with the SMA (RCW 90.58) and the SMP Guidelines (WAC 173-26, Part III). Changes in blue are recommended and are consistent with SMA policy (RCW 90.58.020) and the SMP Guidelines (WAC 173-26, Part III).

ITEM	SMP PROVISION	BILL FORMAT CHANGES [<u>underline-additions</u> ; strike-through -deletions]	ECOLOGY - DISCUSSION/RATIONALE
Req-1	Definitions 18.68.040(14)	(14) <i>Fill or Landfill</i> means the addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the ordinary high water mark, in wetlands, in floodplains or on shorelands in a manner that raises the elevation of a waterbody or floodplain or creates dry land.	Required change: The proposed revision to the definition is inconsistent with the definition in WAC 173-26-020(16) and the original language should be retained in the SMP.
Req-2	Shoreline Exemptions 18.68.280	<p>18.68.280: - Shoreline Exemptions.</p> <p>(1) An exemption from a Substantial Development Permit process is not an exemption from compliance with the Act or this Shoreline Master Program, or from any other regulatory requirements. To be authorized, all uses and developments must be consistent with the policies and regulatory provisions of this Shoreline Master Program and the Act. An exemption from the requirement to obtain a substantial development permit is not an exemption from the requirement to obtain a conditional use permit or variance. The burden of proof that a development or use is exempt from the permit process is on the applicant. If any part of a proposed development is not eligible for exemption, then a substantial development permit is required for the entire proposed development project. The Planning Official may attach conditions to the approval of exempted developments and/or uses as necessary to assure consistency of the project with the Act and this Master Program.</p> <p><u>(2) Exemptions shall be construed narrowly. Only those developments that meet the precise terms of one or more of the listed exemptions, found within WAC 173-27-040, may be granted exemption from the substantial development permit process. Consistent with RCW 90.58.030(3)(e) and WAC 173-27-040 (as amended), the following activities shall be considered exempt from the requirement to obtain a shoreline Substantial Development Permit:</u></p> <p>(a) – (p) – [delete existing list and replace as shown below]</p> <p><u>(a) Any development of which the total cost or fair market value, whichever is higher, does not exceed seven thousand forty seven dollars (\$7047.00), if such development does not materially interfere with the normal public use of the water or shorelines of the state. The dollar threshold established in this subsection is be adjusted for inflation by the office of financial management every five years, beginning July 1, 2007, based upon changes in the consumer price index during that time period. For purposes of determining whether or not a permit is required, the total cost or fair market value shall be based on the value of development that is occurring on shorelines of the state as defined in RCW 90.58.030 (2)(c). The total cost or fair market value of the development shall include the fair market value of any donated, contributed or found labor, equipment or materials;</u></p> <p><u>(b) Normal maintenance or repair of existing structures or developments, including damage by accident, fire or elements. "Normal maintenance" includes those usual acts to prevent a decline, lapse, or cessation from a lawfully</u></p>	<p>Required change: Section 18.68.280(2) of the SMP must be modified for consistency with RCW 90.58.030(3)(e) and WAC 173-27-040.</p> <p>As written, this provision is a paraphrased and incomplete version of exemptions identified by RCW 90.58.030(3.e) and WAC 173-27-040, and some clauses have outdated language; therefore Section 18.68.280(2) is not fully consistent with statute and rule.</p> <p>The exemption list in WAC 173-27-040 is very specific and exclusive. Ecology is concerned that the existing list in the SMP, which is incomplete, may create confusion for implementation of the SMP and issuing permits.</p> <p>Ecology requires text revisions for consistency with WAC 173-27-040, accuracy, and to aid both applicants and practitioners. We propose replacing this section with the provisions directly from WAC 173-27-040. *Only the item specified at WAC 173-27-040(2)(l) regarding energy facilities with Governor’s certification authorized by the Energy Facility Site Evaluation Council process is omitted here, because such energy facility projects under RCW 80.50 are not subject to the SMA, per WAC 173-27-045.</p> <p>Making this change improves consistency between state regulations and the City’s SMP and avoids the need for future amendments should the listed exemptions within statute or rule change.</p> <p>*There are other options for resolving this issue, including just a simple reference to RCW 90.58.030(3)(e) and WAC 173-27-040. Please let us know if you would like to discuss other alternatives</p>

Changes in red are required for consistency with the SMA (RCW 90.58) and the SMP Guidelines (WAC 173-26, Part III). Changes in blue are recommended and are consistent with SMA policy (RCW 90.58.020) and the SMP Guidelines (WAC 173-26, Part III).

ITEM	SMP PROVISION	BILL FORMAT CHANGES [<u>underline-additions</u> ; striketrough -deletions]	ECOLOGY - DISCUSSION/RATIONALE
		<p><u>established condition. "Normal repair" means to restore a development to a state comparable to its original condition, including but not limited to its size, shape, configuration, location and external appearance, within a reasonable period after decay or partial destruction, except where repair causes substantial adverse effects to shoreline resource or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration, location and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment;</u></p> <p><u>(c) Construction of the normal protective bulkhead common to single-family residences. A "normal protective" bulkhead includes those structural and nonstructural developments installed at or near, and parallel to, the ordinary high water mark for the sole purpose of protecting an existing single-family residence and appurtenant structures from loss or damage by erosion. A normal protective bulkhead is not exempt if constructed for the purpose of creating dry land. When a vertical or near vertical wall is being constructed or reconstructed, not more than one cubic yard of fill per one foot of wall may be used as backfill. When an existing bulkhead is being repaired by construction of a vertical wall fronting the existing wall, it shall be constructed no further waterward of the existing bulkhead than is necessary for construction of new footings. When a bulkhead has deteriorated such that an ordinary high water mark has been established by the presence and action of water landward of the bulkhead then the replacement bulkhead must be located at or near the actual ordinary high water mark. Beach nourishment and bioengineered erosion control projects may be considered a normal protective bulkhead when any structural elements are consistent with the above requirements and when the project has been approved by the department of fish and wildlife;</u></p> <p><u>(d) Emergency construction necessary to protect property from damage by the elements. An "emergency" is an unanticipated and imminent threat to public health, safety, or the environment which requires immediate action within a time too short to allow full compliance with this chapter. Emergency construction does not include development of new permanent protective structures where none previously existed. Where new protective structures are deemed by the administrator to be the appropriate means to address the emergency situation, upon abatement of the emergency situation the new structure shall be removed or any permit which would have been required, absent an emergency, pursuant to chapter 90.58 RCW, these regulations, or the local master program, obtained. All emergency construction shall be consistent with the policies of chapter 90.58 RCW and the local master program. As a general matter, flooding or other seasonal events that can be anticipated and may occur but that are not imminent are not an emergency;</u></p>	<p>for addressing this issue.</p> <p>Additional Notes:</p> <ul style="list-style-type: none"> • The current SMP Section 18.68.280(b) is an outdated reference to an expired law. This exemption is no longer available and should not be included in the SMP. Originally found in RCW 90.58.390, the law included an expiration date of June 30, 2009 and the allowance no longer exists. See https://app.leg.wa.gov/RCW/dispo.aspx?cite=90.58 , Chapter 90.58 RCW Dispositions. • The City proposes to add language to SMP Section 18.68.280(j) in response to comment received from WDFW requesting the department’s Hydraulic Project Approval (HPA) be added as a requirement for use of this exemption from the SDP process. Ecology rejects this addition, as it is not consistent with WAC 173-27-040(2)(n). This change should not be included and was not carried over into this required change.

Changes in red are required for consistency with the SMA (RCW 90.58) and the SMP Guidelines (WAC 173-26, Part III). Changes in blue are recommended and are consistent with SMA policy (RCW 90.58.020) and the SMP Guidelines (WAC 173-26, Part III).

ITEM	SMP PROVISION	BILL FORMAT CHANGES [<u>underline-additions</u> ; striketrough -deletions]	ECOLOGY - DISCUSSION/RATIONALE
		<p><u>(e) Construction and practices normal or necessary for farming, irrigation, and ranching activities, including agricultural service roads and utilities on shorelands, construction of a barn or similar agricultural structure, and the construction and maintenance of irrigation structures including but not limited to head gates, pumping facilities, and irrigation channels: Provided, That a feedlot of any size, all processing plants, other activities of a commercial nature, alteration of the contour of the shorelands by leveling or filling other than that which results from normal cultivation, shall not be considered normal or necessary farming or ranching activities. A feedlot shall be an enclosure or facility used or capable of being used for feeding livestock hay, grain, silage, or other livestock feed, but shall not include land for growing crops or vegetation for livestock feeding and/or grazing, nor shall it include normal livestock wintering operations;</u></p> <p><u>(f) Construction or modification of navigational aids such as channel markers and anchor buoys;</u></p> <p><u>(g) Construction on shorelands by an owner, lessee or contract purchaser of a single-family residence for their own use or for the use of their family, which residence does not exceed a height of thirty-five feet above average grade level and which meets all requirements of the state agency or local government having jurisdiction thereof, other than requirements imposed pursuant to chapter 90.58 RCW. "Single-family residence" means a detached dwelling designed for and occupied by one family including those structures and developments within a contiguous ownership which are a normal appurtenance. An "appurtenance" is necessarily connected to the use and enjoyment of a single-family residence and is located landward of the ordinary high water mark and the perimeter of a wetland. On a statewide basis, normal appurtenances include a garage; deck; driveway; utilities; fences; installation of a septic tank and drainfield and grading which does not exceed two hundred fifty cubic yards and which does not involve placement of fill in any wetland or waterward of the ordinary high water mark. Local circumstances may dictate additional interpretations of normal appurtenances which shall be set forth and regulated within the applicable master program. Construction authorized under this exemption shall be located landward of the ordinary high water mark;</u></p> <p><u>(h) Construction of a dock, including a community dock, designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or contract purchaser of single-family and multiple-family residences. A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities or other appurtenances. This exception applies if in fresh waters the fair market value of the dock does not exceed:</u></p> <p><u>(A) Twenty thousand dollars for docks that are constructed to replace existing docks, are of equal or lesser square footage than the existing dock being replaced, and are located in a county, city, or town that has updated its master program consistent with the master program guidelines in chapter 173-26 WAC as adopted in 2003; or</u></p> <p><u>(B) Ten thousand dollars for all other docks constructed in fresh waters.</u></p>	

Changes in red are required for consistency with the SMA (RCW 90.58) and the SMP Guidelines (WAC 173-26, Part III). Changes in blue are recommended and are consistent with SMA policy (RCW 90.58.020) and the SMP Guidelines (WAC 173-26, Part III).

ITEM	SMP PROVISION	BILL FORMAT CHANGES [<u>underline-additions</u> ; striketrough-deletions]	ECOLOGY - DISCUSSION/RATIONALE
		<p><u>However, if subsequent construction occurs within five years of completion of the prior construction, and the combined fair market value of the subsequent and prior construction exceeds the amount specified in either (h)(ii)(A) or (B) of this subsection, the subsequent construction shall be considered a substantial development for the purpose of this chapter.</u></p> <p><u>(i) Operation, maintenance, or construction of canals, waterways, drains, reservoirs, or other facilities that now exist or are hereafter created or developed as a part of an irrigation system for the primary purpose of making use of system waters, including return flow and artificially stored groundwater from the irrigation of lands;</u></p> <p><u>(j) The marking of property lines or corners on state-owned lands, when such marking does not significantly interfere with normal public use of the surface of the water;</u></p> <p><u>(k) Operation and maintenance of any system of dikes, ditches, drains, or other facilities existing on September 8, 1975, which were created, developed or utilized primarily as a part of an agricultural drainage or diking system;</u></p> <p><u>(l) Any project with a certification from the governor pursuant to chapter 80.50 RCW;</u></p> <p><u>(m) Site exploration and investigation activities that are prerequisite to preparation of an application for development authorization under this chapter, if:</u></p> <p><u>(i) The activity does not interfere with the normal public use of the surface waters;</u></p> <p><u>(ii) The activity will have no significant adverse impact on the environment including but not limited to fish, wildlife, fish or wildlife habitat, water quality, and aesthetic values;</u></p> <p><u>(iii) The activity does not involve the installation of any structure, and upon completion of the activity the vegetation and land configuration of the site are restored to conditions existing before the activity;</u></p> <p><u>(iv) A private entity seeking development authorization under this section first posts a performance bond or provides other evidence of financial responsibility to the local jurisdiction to ensure that the site is restored to preexisting conditions; and</u></p> <p><u>(v) The activity is not subject to the permit requirements of RCW 90.58.550;</u></p> <p><u>(n) The process of removing or controlling aquatic noxious weeds, as defined in RCW 17.26.020, through the use of an herbicide or other treatment methods applicable to weed control that are recommended by a final environmental impact statement published by the department of agriculture or the department of ecology jointly with other state agencies under chapter 43.21C RCW;</u></p> <p><u>(o) Watershed restoration projects as defined herein. Local government shall review the projects for consistency with the shoreline master program in an expeditious manner and shall issue its decision along with any conditions within forty-five days of receiving all materials necessary to review the request for exemption from the applicant.</u></p>	

Changes in red are required for consistency with the SMA (RCW 90.58) and the SMP Guidelines (WAC 173-26, Part III). Changes in blue are recommended and are consistent with SMA policy (RCW 90.58.020) and the SMP Guidelines (WAC 173-26, Part III).

ITEM	SMP PROVISION	BILL FORMAT CHANGES [<u>underline-additions</u> ; strike-through -deletions]	ECOLOGY - DISCUSSION/RATIONALE
		<p><u>No fee may be charged for accepting and processing requests for exemption for watershed restoration projects as used in this section. See WAC 173-27-040(2)(o) for relevant definitions, review and approval criteria.</u></p> <p><u>(p) A public or private project that is designed to improve fish or wildlife habitat or fish passage, when all of the following apply:</u></p> <ul style="list-style-type: none"> <u>(i) The project has been approved in writing by the department of fish and wildlife;</u> <u>(ii) The project has received hydraulic project approval by the department of fish and wildlife pursuant to chapter 77.55 RCW; and</u> <u>(iii) The local government has determined that the project is substantially consistent with the local shoreline master program. The local government shall make such determination in a timely manner and provide it by letter to the project proponent.</u> <p><u>Fish habitat enhancement projects that conform to the provisions of RCW 77.55.181 are determined to be consistent with local shoreline master programs. See WAC 173-27-040(2)(p) for relevant definitions, review and process requirements.</u></p> <p><u>(q) The external or internal retrofitting of an existing structure with the exclusive purpose of compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.) or to otherwise provide physical access to the structure by individuals with disabilities.</u></p>	
Req-3	Appendix A-2 Exception – Reasonable Use 18.58.120	<p><u>This provision does not apply in shoreline jurisdiction. A shoreline variance permit is required. See 18.68.250.</u></p> <p>(1) If the application of this Title would deny all reasonable use of the subject property, the property owner may apply for an exception pursuant to this Section.</p> <p>(2) Exception Request and Review Process. An application for a reasonable use exception shall be made to the City and shall include a critical area report, including mitigation plan, if necessary; and any other related project documents, such as permit applications to other agencies, special studies, and environmental documents prepared pursuant to the State Environmental Policy Act (Chapter 43.21C RCW) (SEPA documents). The Planning Director shall determine whether an exception request shall be granted based on review of the submitted information, a site inspection, and the proposal's ability to comply with reasonable use exception criteria. The Planning Director shall approve with conditions, or deny the request based on the proposal's ability to comply with the following reasonable use exception review criteria:</p> <ul style="list-style-type: none"> (a) The application of this Title would deny all reasonable use of the property; (b) No other reasonable use of the property has less impact on the critical area; (c) Any alteration is the minimum necessary to allow for reasonable use of the property; 	<p>Required change: Remove the reasonable use provision from Appendix A-2 of the SMP and reference the variance permit section of the SMP.</p> <p>A change is necessary for consistency with RCW 90.58.610 and RCW 36.70A.480, which govern the relationship between SMPs and CAOs. Within shoreline jurisdiction, critical areas are protected solely by the SMA and the SMP and authorizations of development and uses in shoreline jurisdiction that may involve shoreline critical areas must follow the administrative and permitting provisions of the SMP. In the SMP, a shoreline variance permit is the mechanism for varying bulk dimensional standards.</p>

Changes in red are required for consistency with the SMA (RCW 90.58) and the SMP Guidelines (WAC 173-26, Part III). Changes in blue are recommended and are consistent with SMA policy (RCW 90.58.020) and the SMP Guidelines (WAC 173-26, Part III).

ITEM	SMP PROVISION	BILL FORMAT CHANGES [<u>underline-additions</u> ; striketrough-deletions]	ECOLOGY - DISCUSSION/RATIONALE
		<p>(d) — The inability of the applicant to derive reasonable use of the property is not the result of actions by the applicant after the effective date of this Title; and (e) — The proposal meets the review criteria set forth in this Title. (3) — Burden of Proof. The burden of proof shall be on the applicant to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.</p>	
Rec-1	Designation, Rating and Mapping Wetlands 18.59.010	(2) Wetland Ratings. Wetland Ratings. Wetland Types I—IV shall be rated according to the Department of Ecology’s in the Washington State Wetland Rating System for Eastern Washington, (Ecology 2014, <u>as amended</u>).	Recommended change: Language is suggested to avoid the future need to revise this citation when there are subsequent updates to the document.
Rec-2	Appendices to the SMP	<p><u>Appendix A-7 Flood Damage Prevention</u> <u>Appendix A-8 Clearing and Grading</u> <u>Appendix A-9 Signs</u> <u>Appendix A-10 SEPA</u> <u>Appendix A-11 Permit Process</u></p> <p><u>18.68.110: - General Shoreline Master Program Provisions</u></p> <p>2(b)(iii)(C) Applicants for proposed development within or adjacent to critical areas within shoreline jurisdiction shall demonstrate compliance with KMC 18.72 Clearing and Grading in Appendix A-8 as part of shoreline Substantial Development Permit or other permit reviews, and submit all relevant documentation</p> <p>2(d)(iii)(A) Development in flood plains shall not significantly or cumulatively increase flood hazard nor be inconsistent with Shoreline Critical Areas Regulations in Appendix A-2 and the Flood Damage Prevention Ordinance KMC 18.66 (Appendix A-7). New development or new uses in shoreline jurisdiction, including the subdivision of land, shall not be established when it would be reasonably foreseeable that the development or use would require structural flood hazard reduction measures;</p>	<p>Recommended change: Delete Appendix A-7 through A-11 and references to these appendices.</p> <p>We strongly encourage the City to consider removing Appendices A-7 through A-11 from inclusion in the SMP. The above appendices are copies of the existing City of Kennewick Municipal Code. Ecology is concerned that these appendices as attached, create confusion and difficulty for the implementation of the SMP. Two references were found in the SMP to the appendices proposed to be removed. In both cases the actual chapter of the associated municipal code is referenced along with the appendix. We would propose you remove the references to the appendix A8 and A7, as shown in strikethrough.</p> <p>City codes, such as those included in the above referenced appendices, are generally updated at a more frequent interval and under a separate process than the SMP is amended. Overtime, this tends to cause multiple inconsistencies between the SMP appendices and municipal codes they represent which can make implementation and permitting difficult.</p> <p>City municipal code still applies to projects in shoreline jurisdiction and the identified appendices are not providing any benefit to the document. Regulations in these Appendices are:</p>

Changes in red are required for consistency with the SMA (RCW 90.58) and the SMP Guidelines (WAC 173-26, Part III). Changes in blue are recommended and are consistent with SMA policy (RCW 90.58.020) and the SMP Guidelines (WAC 173-26, Part III).

ITEM	SMP PROVISION	BILL FORMAT CHANGES [<u>underline-additions</u> ; striketrough -deletions]	ECOLOGY - DISCUSSION/RATIONALE
			<ul style="list-style-type: none"> • Building code regulations from KMC 18.66 related to requirements for the National Flood Insurance Program; • Clearing and Grading standards from KMC 18.72; • Sign regulations from KMC 18.24; • State Environmental Policy Act (SEPA) provisions adopted pursuant to RCW 43.21C and SEPA rules (WAC 197-11) from KMC 4.08; and • Administrative provisions from KMC 4.12 Permit Process <p>These regulations are not related to shoreline management and do not need to be implemented through the SMP. If the City needs to amend the regulations in these appendices, it would need to go through an SMP amendment that requires Ecology’s approval. This could delay the amendment, jeopardize NFIP qualification, and lead to confusion related to conflicting requirements under the SMP and Kennewick Municipal Code. Further, if an applicant needs to vary one of these standards, it would require a shoreline variance, which could complicate administration of these regulations. Rather than making amendments to these Appendices to reflect changes to the underlying KMC section, we recommend that regulations that are not necessary for shoreline management not be included in the SMP and continue to be administered under separate authorities.</p> <p>*Please note that Appendices A1 through A6 contain provisions that meet a requirement under the SMA or were vital background documents created during the SMP comprehensive update process; therefore they are not proposed for removal from the SMP. These include A-1 shoreline maps; A-2 Critical Areas Regulations; A-3 Shoreline Inventory & Assessment; A-4 Shoreline Restoration Plan; A-5 Shoreline Cumulative Impact Assessment; and A-6 Clover Island High Intensity Special Area Plan.</p>

Council Agenda Coversheet



Agenda Item Number	5.a.(2)	Council Date	09/21/2021
Agenda Item Type	Ordinance		
Subject	Shoreline Master Program Update - Wetlands		
Ordinance/Reso #	5928	Contract #	
Project #	ZOA 21-01	Permit #	AMD-2021-01141
Department	Planning		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

The Planning Commission recommends that the City Council approve the updates to KMC 18.29 - Wetlands by adopting Ordinance 5928.

Motion for Consideration

I move to adopt Ordinance 5928.

Summary

Ordinance 5928 is part of the Shoreline Master Program Update and will correct the references in KMC 18.59 related to the manual that is to be used when rating wetlands.

Alternatives

None recommended

Fiscal Impact

None

Through

Dept Head Approval

City Mgr Approval

Anthony Muai	
Sep 15, 16:21:53 GMT-0700 2021	
Marie Mosley	
Sep 16, 20:56:06 GMT-0700 2021	

Attachments:

Ordinance
Ordinance redline

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5928

AN ORDINANCE RELATING TO THE SHORELINE MASTER PROGRAM
UPDATE AND AMENDING SECTION 18.59.010 OF THE KENNEWICK
MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Section 18.59.010 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

18.59.010: Designation, Rating and Mapping Wetlands.

- (1) Designating Wetlands. Wetlands are those areas, designated in accordance with the Washington State Wetland Identification and Delineation Manual, that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation adapted for life in saturated soil conditions. All areas within the City of Kennewick meeting the wetland designation criteria in the Identification and Delineation Manual, regardless of any formal identification, are hereby designated critical areas and are subject to the provisions of this Title.
- (2) Wetland Ratings. Wetland Types I—IV shall be rated according to the Department of Ecology's ~~wetland rating system found in the~~ Washington State Wetland Rating System for Eastern Washington, ~~(Ecology Publication #04-06-15)~~ ~~(Ecology 2014, as amended)~~. This document contains definitions and methods for determining if specific criteria are met by a particular wetland. The City of Kennewick contains few wetland areas and most of these have been subject to disturbance in the past. The City has evaluated the most significant wetland areas that are known within the City Limits and its urban growth boundary under the Ecology Rating System. These include: the wetlands associated with Elliot Lake, Zintel Canyon drainage way, wetlands around 36th and Olympia, and 27th and Washington; and wetlands within Columbia Park and the Columbia River shoreline zone, including Duffy's Pond near Clover Island. These wetlands all classify as Category III Wetlands. This effort leads the City to believe that any additional wetlands that may occur within the City limits will rank as Category III Wetlands or as Category IV wetlands and that it is unlikely that higher quality wetlands occur in the City of Kennewick. Provisions have been provided for Category I and II wetlands, should there be a future determination these exist in Kennewick.

The ~~Ecology-Washington State~~ Wetland Rating System for Eastern Washington (Ecology ~~2004~~2014) defines Category III wetlands as those wetlands that are: 1) vernal pools that are isolated, and 2) wetlands with a moderate level of functions (scores between 30 and 50 points); and Category IV wetlands are considered to be wetlands that have the lowest level of functions (scores less than 30 points) and are often heavily disturbed.

- (3) Mapping. The approximate location and extent of known wetlands are shown on the adopted critical area map (Exhibit 1, or the latest revision of this map). This information is to be used as a guide for the City, project applicants and/or property owners, and may be updated as new information becomes available. In some instances (uncertified boundaries), it is a reference and does not provide a final critical area designation.

The exact location of a wetland's boundary shall be determined through the performance of a field investigation by a qualified professional applying the Washington State Wetlands Identification and Delineation Manual as required by RCW 36.70A.175 (Ecology Publication #96-94).

([Ord. 5928 Sec 1, 2021](#); Ord. 5206 Sec. 2, 2007)

Section 2. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of September, 2021, and signed in authentication of its passage this 21st day of September, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5928 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 22nd day of September, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

CITY OF KENNEWICK
ORDINANCE NO. 5928

AN ORDINANCE RELATING TO THE SHORELINE MASTER PROGRAM
UPDATE AND AMENDING SECTION 18.59.010 OF THE KENNEWICK
MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Section 18.59.010 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

18.59.010: Designation, Rating and Mapping Wetlands.

- (1) Designating Wetlands. Wetlands are those areas, designated in accordance with the Washington State Wetland Identification and Delineation Manual, that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation adapted for life in saturated soil conditions. All areas within the City of Kennewick meeting the wetland designation criteria in the Identification and Delineation Manual, regardless of any formal identification, are hereby designated critical areas and are subject to the provisions of this Title.
- (2) Wetland Ratings. Wetland Types I—IV shall be rated according to the Department of Ecology’s Washington State Wetland Rating System for Eastern Washington (Ecology 2014, as amended). This document contains definitions and methods for determining if specific criteria are met by a particular wetland. The City of Kennewick contains few wetland areas and most of these have been subject to disturbance in the past. The City has evaluated the most significant wetland areas that are known within the City Limits and its urban growth boundary under the Ecology Rating System. These include: the wetlands associated with Elliot Lake, Zintel Canyon drainage way, wetlands around 36th and Olympia, and 27th and Washington; and wetlands within Columbia Park and the Columbia River shoreline zone, including Duffy's Pond near Clover Island. These wetlands all classify as Category III Wetlands. This effort leads the City to believe that any additional wetlands that may occur within the City limits will rank as Category III Wetlands or as Category IV wetlands and that it is unlikely that higher quality wetlands occur in the City of Kennewick. Provisions have been provided for Category I and II wetlands, should there be a future determination these exist in Kennewick.

The Washington State Wetland Rating System for Eastern Washington (Ecology 2014) defines Category III wetlands as those wetlands that are: 1) vernal pools that are isolated, and 2) wetlands with a moderate level of functions (scores between 30 and 50 points); and Category IV wetlands are considered to be wetlands that have the lowest level of functions (scores less than 30 points) and are often heavily disturbed.

- (3) Mapping. The approximate location and extent of known wetlands are shown on the adopted critical area map (Exhibit 1, or the latest revision of this map). This information is to be used as a guide for the City, project applicants and/or property owners, and may be updated as new information becomes available. In some instances (uncertified boundaries), it is a reference and does not provide a final critical area designation.

The exact location of a wetland's boundary shall be determined through the performance of a field investigation by a qualified professional applying the Washington State Wetlands Identification and Delineation Manual as required by RCW 36.70A.175 (Ecology Publication #96-94).

(Ord. 5928 Sec 1, 2021; Ord. 5206 Sec. 2, 2007)

Section 2. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of September, 2021, and signed in authentication of its passage this 21st day of September, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5928 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 22nd day of September, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet



Agenda Item Number	5.b.	Council Date	09/21/2021
Agenda Item Type	Ordinance		
Subject	KMC 3.40 Funds		
Ordinance/Reso #	5929	Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That Council adopt Ordinance 5929 relating to accounting funds and adding a new section 3.40.113 to the Kennewick Municipal Code.

Motion for Consideration

I move to adopt Ordinance 5929.

Summary

Kennewick Municipal Code (KMC) 3.40 provides for the establishment and definition of the accounting funds utilized to provide accountability for the City's financial activity. The sole modification outlined within Ordinance 5929 is to add section 3.40.113 to the KMC adding the Coronavirus Fiscal Recovery Fund to the City's authorized list of accounting funds. City staff is recommending to implement this new fund to separately account for approximately \$16.1 million of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) awarded to the City under the federal American Rescue Plan Act (ARPA) beginning in 2021. Establishing a separate fund for this activity helps to ensure that these one-time federal funds are not commingled with any other City funds and promotes greater transparency of how the funds are utilized and the City's compliance with the guidelines for their use as established by the U.S. Department of Treasury.

Alternatives

None recommended.

Fiscal Impact

None.

Through

Dept Head Approval

Dan Legard
Sep 14, 14:30:35 GMT-0700 2021

City Mgr Approval

Marie Mosley
Sep 16, 20:57:56 GMT-0700 2021

Attachments:

Ordinance

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5929

AN ORDINANCE RELATING TO FUNDS AND ADDING A NEW SECTION
3.40.113 TO THE KENNEWICK MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. There is hereby added a new Section 3.40.113 to the Kennewick Municipal Code, to read as follows:

3.40.113: Coronavirus Fiscal Recovery Fund: The Coronavirus Fiscal Recovery Fund, a special revenue fund, is used to account for the proceeds of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) received from the federal government under the American Rescue Plan Act (ARPA) of 2021 in accordance with the requirements established by the United States Department of the Treasury.

Section 2. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of September, 2021, and signed in authentication of its passage this 21st day of September, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5929 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 22nd day of September, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet



Agenda Item Number	5.c.	Council Date	09/21/2021
Agenda Item Type	Ordinance		
Subject	Repealing KMC 10.01.204 Stopping and Detaining		
Ordinance/Reso #	5930	Contract #	
Project #		Permit #	
Department	City Attorney		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

Staff recommends council approve Ordinance 5930 repealing KMC 10.01.204 "Stopping and Detaining - When Authorized" in its entirety.

Motion for Consideration

I move to adopt Ordinance 5930.

Summary

Staff is recommending council approve ordinance 5930 repealing KMC 10.01.204 "Stopping and Detaining - When Authorized" in its entirety. This KMC section has not been updated since its adoption in 1982. It is out of date and inconsistent with state statute. The provisions in KMC 10.01.204 purport to address law enforcement's authority to stop and detain and the use of force, it has no regulatory purpose with respect to the public. State law governs police authority and standard of care. KMC 10.01.204 runs contrary to the recent changes in State Law regarding the lawful use of force by a police officer. HB 1310 added a new chapter to Title 10 RCW, 10.003.002 use of physical force. Per the state statute a police officer may only use physical force to protect against criminal conduct when there is probable cause to make an arrest; to effect an arrest; prevent escape; or protect against imminent threat of bodily injury to the peace officer, another person or the person against whom force is being used. KMC 10.01.204 allows for use of physical force to detain an individual based upon reasonable suspicion. As noted above, KMC 10.01.204 serves no regulatory purpose, in looking at the neighboring cities staff could find no similar provisions in their criminal codes. Based upon the foregoing staff recommends council approve ordinance 5930.

Alternatives

None

Fiscal Impact

None

Through	Selena Swearingen Sep 14, 13:01:05 GMT-0700 2021
Dept Head Approval	Lisa Beaton Sep 14, 14:06:53 GMT-0700 2021
City Mgr Approval	Marie Mosley Sep 16, 21:32:51 GMT-0700 2021

Attachments: Ordinance
 Ordinance redline

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5930

AN ORDINANCE RELATING TO STOPPING AND DETAINING – WHEN
AUTHORIZED AND REPEALING SECTION 10.01.204 OF THE
KENNEWICK MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Section 10.01.204 of the Kennewick Municipal Code, be, and the same hereby is,
repealed.

- ~~(1) A police officer may stop and detain a person under the following circumstances:
 - ~~(a) When he has probable cause to believe that the person he is stopping and detaining has committed, is committing or is about to commit a crime or other violation of law, ordinance or regulation;~~
 - ~~(b) When he has a reasonable suspicion, based upon specific, articulable facts known to him at the time, that the individual has committed, is committing or is about to commit a crime;~~
 - ~~(c) When he has a reasonable cause to believe that the person he is stopping and detaining is wanted and there is a warrant outstanding for his arrest; and~~
 - ~~(d) When he has a reasonable suspicion, based upon specific, articulable facts that the person he is stopping and detaining has information concerning a crime or has information concerning any person involved in a crime.~~~~
- ~~(2) In the event that a police officer stops and detains a person, he shall, in all cases, have the right to take any reasonable precautions to ensure his own safety or the safety of others.~~
- ~~(3) Should the person detained refuse to cooperate with the police officer, except for taking steps necessary to ensure his or the safety of others, the officer must, before proceeding further, inform the detainee of his authority, if he is not in uniform and has not already done so; the reason he is being detained; and the reason the officer desires the information. If the detainee is suspected of having committed, committing or being about to commit a crime, the officer will inform him of his right to remain silent.~~
- ~~(4) The continued detention or ultimate arrest of a detainee shall not continue longer than is reasonably necessary under the circumstances.
 - ~~(a) If a person is detained because the officer believes he is wanted, the detention shall continue no longer than reasonably necessary to determine his identity and make inquiry into the records of local police agencies, the Washington Crime Information Center, the National Crime Information Center or other source where the officer reasonably believes information of the detainee's status will be found.
 - ~~(i) If the detainee has an outstanding warrant issued by a court of the State of Washington, the officer will arrest the person and either allow him to post~~~~~~

~~bail, if authorized, or notify the jurisdiction which issued the warrant and request that they take the arrestee into custody. If the issuing jurisdiction fails or refuses to accept custody of the arrestee within a reasonable time, he shall be released.~~

~~(ii) If the officer learns that the detainee stands charged in the courts of another state with a crime punishable by death or imprisonment for a term exceeding one year, he shall arrest him and take him before a judge or magistrate not later than the next judicial day and make complaint against him, under oath, setting forth the grounds for the arrest. The officer shall also notify the prosecuting attorney, as soon as practical, following the arrest.~~

~~(b) If the detainee is sought as a witness in a criminal case which is set for trial or is under investigation by a grand jury, the police officer may detain him long enough to consult with the prosecutor or defense counsel, as the case may be, to determine whether he should be required to appear before a magistrate or judge to ensure his appearance or testimony. Should the prosecutor or defense counsel determine that the detainee's testimony is material and should it appear that he might not appear in response to a subpoena, he may, not later than the next judicial day, be brought before a judge or magistrate.~~

~~(c) If the person is detained because there is a reasonable suspicion that he has committed, was committing or is about to commit a crime, the officer may continue the detention as long as necessary and reasonable in light of the circumstances.~~

~~(d) If a detainee is sought because he has information concerning a crime or persons involved in a crime, the officer, after having informed him of his office and purpose, may continue the detention for a reasonable period of time in order to obtain the desired information.~~

~~(i) If the person detained as a material witness, states that he does not have the information desired, he shall be released; provided, that nothing herein shall preclude his being charged with a criminal violation in the event his answer is false.~~

~~(ii) If the person detained as a material witness refuses to give information and the police officer has probable cause to believe that the detainee is a material witness, the officer may continue his detention not longer than the next judicial day and bring him before a judge or magistrate. If the judge or magistrate determines that there is reasonable cause to believe that the person detained has information concerning a crime or the whereabouts of a person who has committed a crime, that the information is material, that the information is not privileged and that the information is reasonably necessary in the interests of justice, the court may continue the detention until such time as the detainee gives the information; or the court may recognize him on such terms and conditions as appear just and equitable. The further detention of a person shall not continue beyond the time he has given such information or stated under oath that he does not have such information.~~

~~(Ord. 2655 Sec. 3(part), 1982)~~

Section 2. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of September, 2021, and signed in authentication of its passage this 21st day of September, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5930 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 22nd day of September, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

CITY OF KENNEWICK
ORDINANCE NO. 5930

AN ORDINANCE RELATING TO STOPING AND DETAINING – WHEN
AUTHORIZED AND REPEALING SECTION 10.01.204 OF THE
KENNEWICK MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Section 10.01.204 of the Kennewick Municipal Code, be, and the same hereby is,
repealed.

Section 2. This ordinance shall be in full force and effect five days from and after its passage,
approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
21st day of September, 2021, and signed in authentication of its passage this 21st day of
September, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk


ORDINANCE NO. 5930 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 22nd day of
September, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet	Agenda Item Number	5.d.(1)	Council Date	09/21/2021	Consent Agenda	<input type="checkbox"/>
	Agenda Item Type	Ordinance			Ordinance/Reso	<input checked="" type="checkbox"/>
	Subject	Amending KMC 10.06.081 – Indecent Exposure			Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #	5931	Contract #		Other	<input type="checkbox"/>
	Project #		Permit #		Quasi-Judicial	<input type="checkbox"/>
	Department	City Attorney				

Recommendation

Adopt Ordinance 5931.

Motion for Consideration

I move to adopt Ordinance 5931.

Summary

Earlier this year, the Washington Association of Prosecuting Attorneys (WAPA) became aware of an issue involving municipal codes across the State that could impact the validity of felony convictions based on predicate offenses (charges that become felonies after there are a certain number of prior convictions). As a result, County Prosecutors were tasked with reviewing the codes for Cities within their jurisdiction and identifying codes that needed to be changed.

The City Attorney's Office was recently notified by the Benton County Prosecutor's Office that two sections of our Kennewick Municipal Code (KMC), KMC 10.06.081 (Indecent Exposure) and KMC 10.14.020 (Telephone Harassment) would need to be changed to ensure that convictions under those sections would count as predicate offenses for future felony charges. In reviewing the remainder of the KMC, the City Attorney's Office located a third section, KMC 10.10.090 (Vehicle Prowling), that should be amended for the same reasons. Each of these KMC sections were nearly identical to the corresponding State codes but for the provision that subsequent offenses could be charged as felonies. For this reason these amendments will not have an effect on the day-to-day enforcement and prosecution of these crimes but will allow offenders who continue to violate these laws to be properly charged with felonies. In order to ensure that these code provisions remain compliant with State law, the City Attorney's Office is recommending that the text of these sections be repealed and the corresponding Revised Code of Washington (RCW) sections, and any future amendments thereto, be adopted by reference.

Ordinance 5931 proposes replacing the current code language in KMC 10.06.081 with language adopting RCW 9.88.010 by reference.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Jessica Foltz Sep 15, 09:29:02 GMT-0700 2021	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Ordinance redline
Dept Head Approval	Lisa Beaton Sep 15, 09:40:26 GMT-0700 2021	
City Mgr Approval	Marie Mosley Sep 16, 21:36:20 GMT-0700 2021	
		<input type="checkbox"/> Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5930

AN ORDINANCE AMENDING SECTION 10.06.081 OF THE KENNEWICK
MUNICIPAL CODE AND ADOPTING BY REFERENCE RCW 9A.88.010
INDECENT EXPOSURE

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Section 10.06.081 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

10.06.081: Indecent Exposure.

Section 9A.88.010 Indecent Exposure of the Revised Code of Washington (RCW), as now
or hereafter amended, is hereby adopted by reference as a part of this Chapter in all respects as
though such sections were set forth herein in full.

~~(1) A person is guilty of indecent exposure if he intentionally makes an open and obscene
exposure of his person or the person of another, knowing that such conduct is likely to
cause affront or alarm. The act of breast feeding or expressing breast milk is not
indecent exposure.~~

~~(2) Indecent exposure is a misdemeanor unless such person exposes himself to a child
under the age of 14 years in which case indecent exposure is a gross misdemeanor.~~

(Ord. 5930 Sec. 1, 2021; Ord. 5057 Sec. 10, 2004; Ord. 3110 Sec. 2(part), 1987)

Section 2. This ordinance shall be in full force and effect five days from and after its passage,
approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
21st day of September, 2021, and signed in authentication of its passage this 21st day of
September, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5930 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 22nd day of
September, 2021.

Approved as to Form:

LISA BEATON, City Attorney
DATE OF PUBLICATION _____

TERRI L. WRIGHT, City Clerk

CITY OF KENNEWICK
ORDINANCE NO. 5931

AN ORDINANCE AMENDING SECTION 10.06.081 OF THE KENNEWICK
MUNICIPAL CODE AND ADOPTING BY REFERENCE RCW 9A.88.010
INDECENT EXPOSURE

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Section 10.06.081 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

10.06.081: Indecent Exposure.

Section 9A.88.010 Indecent Exposure of the Revised Code of Washington (RCW), as now
or hereafter amended, is hereby adopted by reference as a part of this Chapter in all respects as
though such sections were set forth herein in full.

(Ord. 5931 Sec. 1, 2021; Ord. 5057 Sec. 10, 2004; Ord. 3110 Sec. 2(part), 1987)

Section 2. This ordinance shall be in full force and effect five days from and after its passage,
approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
21st day of September, 2021, and signed in authentication of its passage this 21st day of
September, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5931 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 22nd day of
September, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet



Agenda Item Number	5.d.(2)	Council Date	09/21/2021
Agenda Item Type	Ordinance		
Subject	Amending KMC 10.10.090 – Vehicle Prowling		
Ordinance/Reso #	5932	Contract #	
Project #		Permit #	
Department	City Attorney		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

Adopt Ordinance 5932.

Motion for Consideration

I move to adopt Ordinance 5932.

Summary

Earlier this year, the Washington Association of Prosecuting Attorneys (WAPA) became aware of an issue involving municipal codes across the State that could impact the validity of felony convictions based on predicate offenses (charges that become felonies after there are a certain number of prior convictions). As a result, County Prosecutors were tasked with reviewing the codes for Cities within their jurisdiction and identifying codes that needed to be changed.

The City Attorney's Office was recently notified by the Benton County Prosecutor's Office that two sections of our Kennewick Municipal Code (KMC), KMC 10.06.081 (Indecent Exposure) and KMC 10.14.020 (Telephone Harassment) would need to be changed to ensure that convictions under those sections would count as predicate offenses for future felony charges. In reviewing the remainder of the KMC, the City Attorney's Office located a third section, KMC 10.10.090 (Vehicle Prowling), that should be amended for the same reasons. Each of these KMC sections were nearly identical to the corresponding State codes but for the provision that subsequent offenses could be charged as felonies. For this reason these amendments will not have an effect on the day-to-day enforcement and prosecution of these crimes but will allow offenders who continue to violate these laws to be properly charged with felonies. In order to ensure that these code provisions remain compliant with State law, the City Attorney's Office is recommending that the text of these sections be repealed and the corresponding Revised Code of Washington (RCW) sections, and any future amendments thereto, be adopted by reference.

Ordinance 5932 proposes replacing the current code language in KMC 10.10.090 with language adopting RCW 9A.52.100 by reference.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Jessica Foltz Sep 15, 09:33:36 GMT-0700 2021
Dept Head Approval	Lisa Beaton Sep 15, 09:41:45 GMT-0700 2021
City Mgr Approval	Marie Mosley Sep 16, 21:47:21 GMT-0700 2021

Attachments:

Ordinance
Ordinance redline

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5932

AN ORDINANCE AMENDING SECTION 10.10.090 OF THE KENNEWICK
MUNICIPAL CODE AND ADOPTING BY REFERENCE RCW 9A.52.100
VEHICLE PROWLING

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Section 10.10.090 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

10.10.090: Vehicle Prowling.

Section 9A.52.100 Vehicle Prowling in the second degree of the Revised Code of
Washington (RCW), as now or hereafter amended, is hereby adopted by reference as a part of
this Chapter in all respects as though such sections were set forth herein in full.

~~A person is guilty of vehicle prowling if, with intent to commit a crime against a person or
property therein, he enters, or remains unlawfully in, a vehicle. Vehicle prowling is a gross
misdemeanor.~~

(Ord. 5932 Sec. 1, 2021; Ord. 2089 Sec. 2(part), 1977)

Section 2. This ordinance shall be in full force and effect five days from and after its passage,
approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
21st day of September, 2021, and signed in authentication of its passage this 21st day of
September, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5932 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 22nd day of
September, 2021.

Approved as to Form:

LISA BEATON, City Attorney
DATE OF PUBLICATION _____

TERRI L. WRIGHT, City Clerk

CITY OF KENNEWICK
ORDINANCE NO. 5932

AN ORDINANCE AMENDING SECTION 10.10.090 OF THE KENNEWICK
MUNICIPAL CODE AND ADOPTING BY REFERENCE RCW 9A.52.100
VEHICLE PROWLING

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Section 10.10.090 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

10.10.090: Vehicle Prowling.

Section 9A.52.100 Vehicle Prowling in the second degree of the Revised Code of
Washington (RCW), as now or hereafter amended, is hereby adopted by reference as a part of
this Chapter in all respects as though such sections were set forth herein in full.

(Ord. 5932 Sec. 1, 2021; Ord. 2089 Sec. 2(part), 1977)

Section 2. This ordinance shall be in full force and effect five days from and after its passage,
approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
21st day of September, 2021, and signed in authentication of its passage this 21st day of
September, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5932 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 22nd day of
September, 2021.

Approved as to Form:

LISA BEATON, City Attorney
DATE OF PUBLICATION _____

TERRI L. WRIGHT, City Clerk

Council Agenda Coversheet



Agenda Item Number	5.d.(4)	Council Date	09/21/2021
Agenda Item Type	Ordinance		
Subject	Amending KMC 10.14.020 Telephone Harassment		
Ordinance/Reso #	5933	Contract #	
Project #		Permit #	
Department	City Attorney		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

Adopt Ordinance 5933.

Motion for Consideration

I move to adopt Ordinance 5933.

Summary

Earlier this year, the Washington Association of Prosecuting Attorneys (WAPA) became aware of an issue involving municipal codes across the State that could impact the validity of felony convictions based on predicate offenses (charges that become felonies after there are a certain number of prior convictions). As a result, County Prosecutors were tasked with reviewing the codes for Cities within their jurisdiction and identifying codes that needed to be changed.

The City Attorney's Office was recently notified by the Benton County Prosecutor's Office that two sections of our Kennewick Municipal Code (KMC), KMC 10.06.081 (Indecent Exposure) and KMC 10.14.020 (Telephone Harassment) would need to be changed to ensure that convictions under those sections would count as predicate offenses for future felony charges. In reviewing the remainder of the KMC, the City Attorney's Office located a third section, KMC 10.10.090 (Vehicle Prowling), that should be amended for the same reasons. Each of these KMC sections were nearly identical to the corresponding State codes but for the provision that subsequent offenses could be charged as felonies. For this reason these amendments will not have an effect on the day-to-day enforcement and prosecution of these crimes but will allow offenders who continue to violate these laws to be properly charged with felonies. In order to ensure that these code provisions remain compliant with State law, the City Attorney's Office is recommending that the text of these sections be repealed and the corresponding Revised Code of Washington (RCW) sections, and any future amendments thereto, be adopted by reference.

Ordinance 5933 proposes replacing the current code language in KMC 10.14.020 with language adopting RCW 9.61.230 by reference.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Jessica Foltz Sep 15, 09:39:06 GMT-0700 2021
Dept Head Approval	Lisa Beaton Sep 15, 09:42:42 GMT-0700 2021
City Mgr Approval	Marie Mosley Sep 16, 21:48:43 GMT-0700 2021

Attachments:

Ordinance
Ordinance redline

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5933

AN ORDINANCE AMENDING SECTION 10.14.020 OF THE KENNEWICK
MUNICIPAL CODE AND ADOPTING BY REFERENCE RCW 9.61.230
TELEPHONE HARASSMENT

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Section 10.14.020 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

10.14.020: Telephone Harassment.

Section 9.61.230 Telephone Harassment of the Revised Code of Washington (RCW), as now or hereafter amended, is hereby adopted by reference as a part of this Chapter in all respects as though such sections were set forth herein in full.

~~It is unlawful for any person, with intent to harass, intimidate, torment, or embarrass any other person, to make a telephone call to such person:~~

- ~~(1) Using any lewd, lascivious, indecent, or obscene words or language, or suggesting the commission of any lewd or lascivious act; or~~
- ~~(2) Anonymously, or repeatedly, or at an extremely inconvenient hour, whether or not conversation ensues; or~~
- ~~(3) Threatening to inflict injury upon the person or property of the person called, or any member of his family or household is a gross misdemeanor.~~

(Ord. 5933 Sec. 1, 2021; Ord. 5057 Sec. 19, 2004; Ord. 3934 Sec. 1, 2000; Ord. 2961 Sec. 1, 1986; Ord. 2089 Sec. 2 (part), 1977)

Section 2. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of September, 2021, and signed in authentication of its passage this 21st day of September, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5933 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 22nd day of
September, 2021.

Approved as to Form:

LISA BEATON, City Attorney
DATE OF PUBLICATION _____

TERRI L. WRIGHT, City Clerk

CITY OF KENNEWICK
ORDINANCE NO. 5933

AN ORDINANCE AMENDING SECTION 10.14.020 OF THE KENNEWICK
MUNICIPAL CODE AND ADOPTING BY REFERENCE RCW 9.61.230
TELEPHONE HARASSMENT

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Section 10.14.020 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

10.14.020: Telephone Harassment.

Section 9.61.230 Telephone Harassment of the Revised Code of Washington (RCW), as
now or hereafter amended, is hereby adopted by reference as a part of this Chapter in all respects
as though such sections were set forth herein in full.

(Ord. 5933 Sec. 1. 2021; Ord. 5057 Sec. 19, 2004; Ord. 3934 Sec. 1, 2000; Ord. 2961 Sec. 1,
1986; Ord. 2089 Sec. 2 (part), 1977)

Section 2. This ordinance shall be in full force and effect five days from and after its passage,
approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
21st day of September, 2021, and signed in authentication of its passage this 21st day of
September, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5933 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 22nd day of
September, 2021.

Approved as to Form:

LISA BEATON, City Attorney
DATE OF PUBLICATION _____

TERRI L. WRIGHT, City Clerk

Council Agenda Coversheet



Agenda Item Number	6.a.	Council Date	09/21/2021
Agenda Item Type	General Business Item		
Subject	AZ 21-2 - Columbia Basin Developers Annexation		
Ordinance/Reso #		Contract #	
Project #	AZ 21-02	Permit #	PLN-2021-02690
Department	Planning		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

Staff recommends that the City Council not accept the annexation petition.

Motion for Consideration

I move to not accept the annexation petition.

Summary

Note: This is a meeting between the petitioner and Council. It is not a public hearing.

A Notice of Intent to Petition for Annexation was received from Columbia Basin Developers. The proposed annexation area encompasses approximately 42.1 acres with an assessed valuation of \$37,050. The proposed annexation area involves a single parcel located east of S Kent Street and is comprised of the Northeast 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 24, Township 8 North, Range 29 East lying southwest of the Kennewick Irrigation District Division 4 Canal.

In 2013 the City applied to have the area removed from the Urban Growth Area. In 2015, Columbia Basin Developers applied to have the site annexed into the city. The City denied the annexation request.

If the petition is accepted, the proposed annexation will be processed utilizing the Petition Method of Annexation (RCW 35A.14.120) and this public meeting is required to determine whether the city will:

- 1.) accept, reject or geographically modify the proposed annexation boundary;
- 2.) require the simultaneous adoption of zoning regulations; and
- 3.) require the assumption of all or any portion of existing city indebtedness.

A decision to accept the petition will allow the proposal to proceed through the petition process; it does not approve the annexation.

Alternatives

Accept the intent to petition for annexation request.

Fiscal Impact

None at this time.

Through	Steve Donovan Sep 14, 12:01:28 GMT-0700 2021
Dept Head Approval	Anthony Muai Sep 14, 14:35:23 GMT-0700 2021
City Mgr Approval	Marie Mosley Sep 16, 21:17:48 GMT-0700 2021

Attachments:

Staff Report Presentation

Recording
Required?

Annexation 21-02

City Council

September 21, 2021



Background Information

- ⌘ Location: East of S. Olympia St. and South of KID Division 4 Canal
- ⌘ Size: 42.1 acres; 1 parcel
- ⌘ Topography: Sloped from NE to SW with areas exceeding 40%
- ⌘ Existing Land Use: Vacant

Petition Method

Council to determine:

1. Accept, reject, or geographically modify the proposed annexation boundary;
2. Require the simultaneous adoption of zoning regulations; and
3. Require the assumption of all or any portion of existing city indebtedness.

Recommendation

Staff recommends that City Council reject the annexation petition.

Questions?



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE CITY COUNCIL

FILE No: AZ 21-02/PLN-2021-02690

PUBLIC MEETING DATE: September 21, 2021

PROPOSAL: Annex 42.1 acres

APPLICANT: Columbia Basin Developers, LLC

STAFF CONTACT: Steve Donovan, Senior Planner

DESCRIPTION OF REQUEST

A Notice of Intent to Petition for Annexation was received from Columbia Basin Developers, LLC. The proposed annexation area encompasses approximately 42.1 acres with an assessed valuation of \$37,050. The proposed annexation area involves one parcel located generally east of S Olympia Street, south of the Kennewick Irrigation District Division 4 Canal and north of State Route 397.

BACKGROUND

The City applied to Benton County in 2013 to have the property removed from the Urban Growth Area (UGA) due to on-site development constraints. In 2015, the applicant had applied for annexation and Council rejected the application, but the property was not removed from the UGA.

PROCEDURE

The proposed annexation will be processed utilizing the Petition Method of annexation (RCW 35A.14.120) and this public meeting is required to determine whether the city will:

1. accept, reject, or geographically modify the proposed annexation boundary;
2. require the simultaneous adoption of zoning regulations; and
3. require the assumption of all or any portion of existing city indebtedness.

ANALYSIS

Boundary

The site consists of two side-by-side triangles that are connected by a 12-foot strip of land at two of the points. The northern triangle is bordered by City of Kennewick corporate limits to the west and small portion to the north. The southern triangle is adjacent to Unincorporated Benton County.

The site is surrounded to the south and east by Unincorporated Benton County not within the UGA, which makes it impossible to expand the boundary into a regular shape.

Site Conditions

The site is vacant and encumbered by erosion hazard areas and steep slopes ranging from 15% to an excess of 40%. Critical area reports addressing these geologically hazardous areas will be required prior to development occurring in the area.

The development of the Sunrise Ridge Subdivision to the west is the only new development that has taken place in the immediate area since 2015. At this time, an extension of S Kent Street or S Lyle Place from Sunrise Ridge appears to be the only way to access the site. It will have to be determined if gaining access from State Route 397 is a viable option. In order for further development to take place on this parcel, if it were annexed, two public streets would need to be provided to serve the development. Currently the Kennewick Municipal Code requires all residential developments to be served with two access roads if the primary access exceeds 600 feet.

City water and sewer are located to the west of the site, in S Kent Street and S Lyle Place of Sunrise Ridge. The feasibility of connecting to those utilities is unknown at this time.

Public Works has stated that additional information is needed showing how the property will be graded to create lots and streets, provide water and sewer, provide street access and manage runoff, see Exhibit 4.

Additionally, the Fire Department has concerns on the grade of the site, water supply and street access; see Exhibit 5.

Land Use Designation and Zoning

The entire site is designated Low Density Residential in the City's Comprehensive Plan. The implementing zones are Residential Suburban (RS), Residential Low Density (RL) and Residential Manufactured Home (RMH).

This proposed annexation area does not have a pre-zoning designation. Properties in the City Limits and adjacent to the site are zoned RS. If Council decides to accept the petition, the proposed zoning for the site will be RS.

City Indebtedness

Should the Council decide to accept the petition and begin annexation proceedings, it is important for the petitioners to recognize that it is customary for all properties annexed into the City to assume a pro rata share of the City's outstanding indebtedness as a condition of annexation.

RECOMMENDATION

Staff recommends that Council reject this petition for annexation.

FINDINGS

1. The proposed annexation area is part of the Urban Growth Area.
2. Utilities are located in S Kent Street and S Lyle Place approximately 140 feet to the west.
3. There is no direct access to the site. An access easement would need to be secured to access the property. The owners have been in discussion with abutting property owners to secure an access, but to staff's knowledge an access point has not been established.
4. There are critical areas in the form of steep slopes (>15% and <40%) and extremely steep slopes (≥40%) on the site.
5. Benton County #1 is currently the first responder to this area for fire and emergency medical services, while the Kennewick Fire Department provides backup. Should the

area be annexed, Kennewick Fire Department will be the first responder and Benton County #1 will provide backup.

6. The Benton County Sheriff Department is currently the first responder to this area and the Kennewick Police Department currently provides backup. Should the area be annexed, the Kennewick Police Department will be the first responder with the Benton County Sheriff providing backup.

EXHIBITS

1. Staff Report
2. Annexation Application
3. Steep Slope Map
4. Public Works Department Comments
5. Kennewick Fire Department Comments



Community Planning Department

210 West 6th Avenue

Kennewick, WA 99336

Phone: (509) 585-4280

cedinfo@ci.kennewick.wa.us

CITY OF KENNEWICK 60% PETITION METHOD ANNEXATION PROCESS SUMMARY

The basic methods by which cities may now annex territory are: the new petition method and the "old" petition method. The new method of annexation in SSB5409 (now codified in RCW 35.13.410-.460 and RCW 35A.14.420-.450), requires support of property owners representing a majority of the area proposed for annexation and a majority of the voters in the area. The "old" petition method requires approval from owners of property representing a certain percentage of the assessed value of the proposed annexation area and is the most commonly used method.

THE SIXTY PERCENT PETITION ANNEXATION METHOD **(OLD PETITION METHOD)**

The most frequently used method of annexing unincorporated territory is by petition of the owners of at least 60 percent of the property value in the area, computed according to the assessed valuation of the property for general taxation purposes.

The following outlines the steps and provides information that must be provided during the annexation process:

A. Initiation of the 60 Percent Petition Annexation (RCW 35A.14.120)

Prior to circulating a petition for annexation, the initiating party or parties (the owners of property representing not less than ten percent (10%) of the assessed value of the property for which annexation is sought) must give written notice to the City Council of their intention to commence annexation proceedings.

Written notice shall include the following items:

1. Cover letter;
2. 10% Petition;
3. Map of proposed annexation area; and
4. Legal description of proposed annexation area

B. Meeting with Initiators on the Annexation Proposal (RCW 35A.14.120)

The City Council is to set a date (not later than 60 days after the filing of the notice) for a meeting with the initiating parties to determine:

1. Whether the city will accept, reject, or geographically modify the proposed annexation;

2. Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330, and RCW 35A.14.340); and
3. Whether it will require the assumption of all or any portion of existing city indebtedness by the area to be annexed.

If the Council requires the adoption of a proposed zoning regulation and/or the assumption of all or any portion of indebtedness as conditions to annexation, it is to record this action in its minutes.

If the City Council accepts the annexation an **application fee of \$548** is payable to the City at the time the petitions are submitted to Community Planning Department. By accepting the annexation, the Council is authorizing the petitions to be circulated. After the necessary petitions are returned, the Council must take a separate action to approve the annexation and adopt zoning for the properties.

Council acceptance is a condition precedent to circulation of the petition. There is no appeal from the council decision.

C. **Contents of Petition (RCW 35A.14.120)**

If the City Council accepts the initial annexation proposal, the petition may be drafted and circulated. The petition must:

1. Provide a legal description. An abbreviated legal description will suffice for the initiation proceedings. Prior to approval of any annexation a metes and bounds legal description prepared by a surveyor is required.
2. Be accompanied by a map that outlines the boundaries of the property sought to be annexed.
3. If the council has required the assumption of all or any portion of city indebtedness and/or the adoption of a proposed zoning regulation for the area to be annexed, set forth these facts clearly, together with a quotation of the minute entry of that requirement.
4. Be signed by the owners of not less than 60 percent of the assessed value of the property for which annexation is petitioned. "Owners" eligible to sign are defined in RCW 35A.01.040(9)(a) through (e).
5. Comply with the rules for petitions in RCW 35A.01.040. RCW 35A.14.130.

D. **Filing of Petition; Determination of Sufficiency**

1. The petition is to be filed with the City Council. RCW 35A.14.120. Although there is no time limit specified in the annexation statutes as to when a petition need be filed with the council after it has begun circulating for signatures, the signatures on a petition are valid only if signed no later than six months prior to the filing date. Any signatures

older than six months are to be stricken from the petition by the officer certifying petition sufficiency. RCW 35A.01.040(8).

2. The petition must be certified as sufficient (i.e., as having valid signatures representing the required 60 percent of property value). Within three working days of the filing of the petition, the officer with whom the petition is filed must transmit the petition to the county assessor, who makes the determination of the sufficiency of the petition. The county officer whose duty it is to determine petition sufficiency must file with the officer receiving the petition for filing a certificate stating the date the determination of sufficiency was begun. The officer determining petition sufficiency must do so "with reasonable promptness." RCW 35A.01.040(4).

E. Hearing on Petition (RCW 35A.14.130)

When a legally sufficient petition is filed, the City Council may consider it and:

1. Fix a date for a public hearing, and
2. Provide notice specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation. The notice is to be:
 - a. Published in one or more issues of a newspaper of general circulation in the city; and
 - b. Posted in three public places within the territory proposed for annexation.

There are no statutory requirements concerning the actual hearing, other than to give proponents and opponents an opportunity to speak.

F. Decision (RCW 35A.14.140)

Following the hearing (though not necessarily immediately), the City Council decides whether to approve the annexation. If it decides to approve, it must enact an ordinance to annex the territory. RCW 35A.14.140. It may annex all or any portion of the area proposed for annexation, but may not include any property not described in the annexation petition. *Id.*

Attached is a sample Notice of Intention to commence annexation proceedings, including a petition template.

Should you have further questions please feel free to call (509) 585-4386.

NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

The Honorable Mayor and City Council
City of Kennewick
210 W. 6th Ave.
Kennewick, WA 99336

Dear Mayor and City Council:

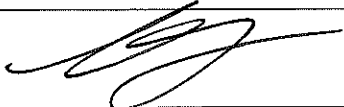



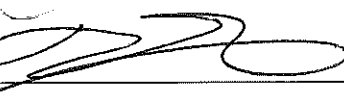
The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Kennewick that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Benton County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Kennewick set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Kennewick; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention to Commence Annexation Proceedings to be presented and considered as one Notice of Intention to Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention to Commence Annexation Proceedings.

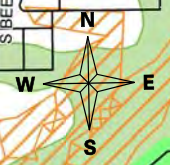
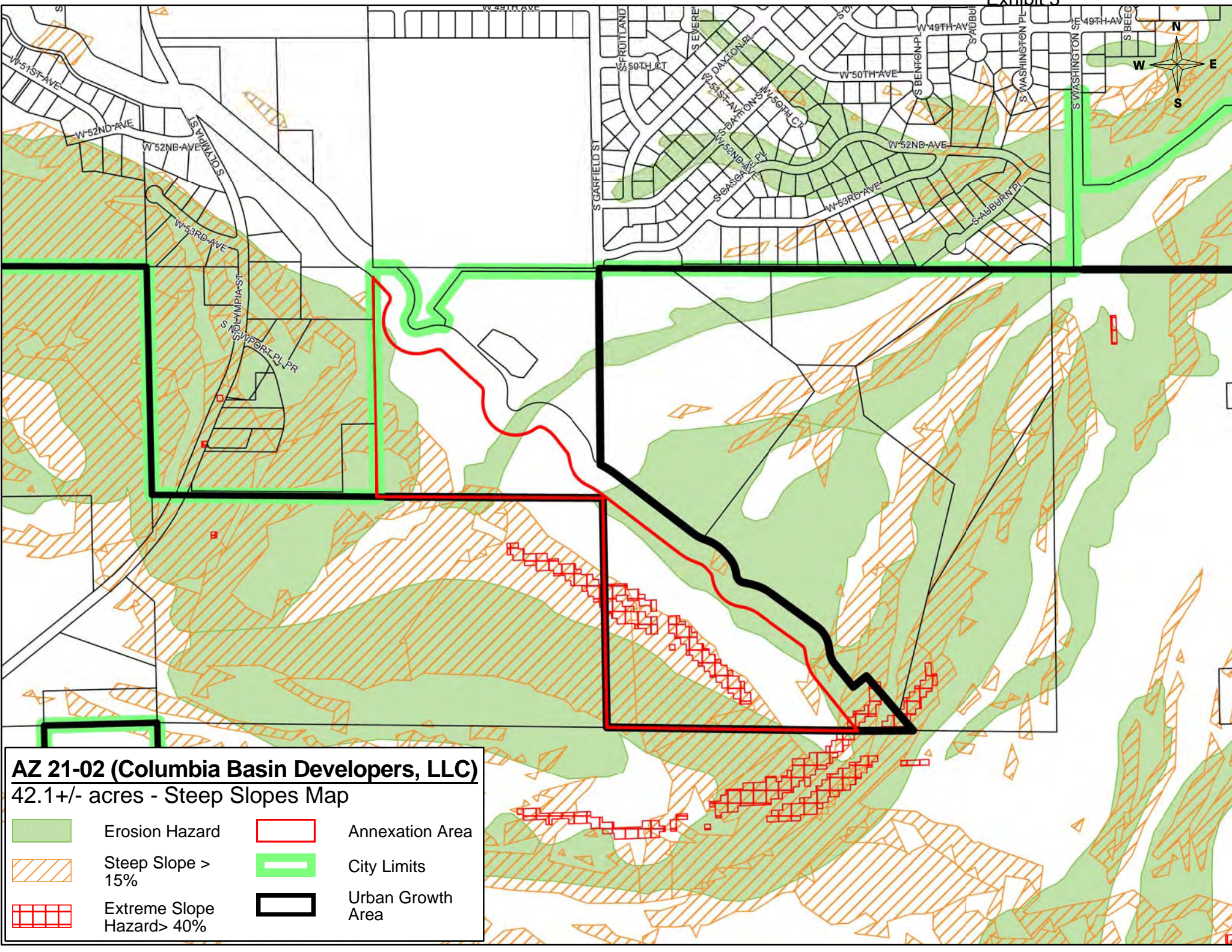
Resident/Owner Signature	Printed Name	Address & Tax Parcel Number	Date Signed
	MARCUS T GOODMAN	124894000006000	06/23/2021
	CHARLES A. BARR	" "	6/23/2021
	TIM T. GOODMAN	" "	6/23/2021
	JUSTIN L. GOODMAN	" "	6/23/2021
	DREW T. GOODMAN	" "	6/23/2021

WARNING




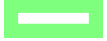


Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.



Parcel # / Geo ID	124894000006000
Township	08
Range	29
Neighborhood	530300
Land Size Acres	42.1000
Legal Description	THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 24, TOWNSHIP 8 NORTH RANGE 29, ALL LYING SOUTH OF THE KENNEWICK IRRIGATION DISTRICT MAIN CANAL. PIPELINE RIGHT OF WAY 5-18-65. EASEMENT 12-30-82.
Taxing District	1731



AZ 21-02 (Columbia Basin Developers, LLC)
42.1+/- acres - Steep Slopes Map

	Erosion Hazard		Annexation Area
	Steep Slope > 15%		City Limits
	Extreme Slope Hazard > 40%		Urban Growth Area

From: [Martin Nelson](#)
To: [Bruce Mills](#)
Cc: [Jeremy Lustig](#); [Steve Donovan](#); [Brian Ellis](#); [Trevor White](#); [Scott Szendre](#); [Brooke Swiney](#)
Subject: RE: AZ 21-02/PLN-2021-02690
Date: Monday, August 2, 2021 10:52:19 AM
Attachments: [image004.png](#)
[image003.jpg](#)
[image005.jpg](#)
[image007.png](#)
[image008.png](#)

Meeting 12% may be possible on the western half, and much more a challenge on the eastern half. If zone water extension is allowed, it would be limited to on the eastern half as there are 2 pressure zones. There is no Zone 5 available for the higher section.

From: Bruce Mills
Sent: Monday, August 2, 2021 9:23 AM
To: Steve Donovan ; Brian Ellis ; Martin Nelson ; Trevor White ; Scott Szendre ; Brooke Swiney ; Sorin Juster
Subject: RE: AZ 21-02/PLN-2021-02690

Looks like a pinch point of about 15'-17' below. They could not get by that point with a street without purchasing a corner of the adjacent parcel owned by Benton County Road Dept.

I'm including Sorin Juster on this email as well. Not sure allowing up to 27 lots through another subdivision lot is the best arrangement, but I guess it is possible.

From: Steve Donovan <Steve.Donovan@ci.kennewick.wa.us>
Sent: Monday, August 2, 2021 7:35 AM
To: Bruce Mills <Bruce.Mills@ci.kennewick.wa.us>; Brian Ellis <Brian.Ellis@ci.kennewick.wa.us>; Martin Nelson <Martin.Nelson@ci.kennewick.wa.us>; Trevor White <Trevor.White@ci.kennewick.wa.us>; Scott Szendre <Scott.Szendre@ci.kennewick.wa.us>; Brooke Swiney <brooke.swiney@ci.kennewick.wa.us>
Subject: RE: AZ 21-02/PLN-2021-02690
 Attached is a very preliminary drawing that was submitted for Feasibility Meeting, PLN-2021-01902.

From: Bruce Mills <Bruce.Mills@ci.kennewick.wa.us>
Sent: Monday, August 2, 2021 7:26 AM
To: Steve Donovan <Steve.Donovan@ci.kennewick.wa.us>; Brian Ellis <Brian.Ellis@ci.kennewick.wa.us>; Martin Nelson <Martin.Nelson@ci.kennewick.wa.us>; Trevor White <Trevor.White@ci.kennewick.wa.us>; Scott Szendre <Scott.Szendre@ci.kennewick.wa.us>; Brooke Swiney <brooke.swiney@ci.kennewick.wa.us>
Subject: RE: AZ 21-02/PLN-2021-02690

Are they proposing how to get access and which portions they intend to build on? I would think we need that info to make a determination.

From: [Martin Nelson](#)
To: [Steve Deming](#)
Subject: FW: AZ 21-02/PLN-2021-02690
Date: Wednesday, September 8, 2021 11:40:33 AM
Attachments: [image004.png](#)
[image009.png](#)
[image017.png](#)
[image003.png](#)
[image005.png](#)

Steve,

Please find the Public Works Department's response concerning the proposed annexation of County Parcel 1-2489-400-0006-000 under plan review numbers AZ 21-02/PLN-2021-02690.

While we do not wish to preclude annexation in general, based on the information provided, we currently do not see a clear path to developing this parcel. Without additional detail on how the owner or developer intends to grade the property to create lots and streets conforming with code, to provide water, sewer, street access, and manage runoff, we are not comfortable recommending for annexation or the consideration of taking ownership of potential future streets and utilities.

A comprehensive preliminary grading, access, water, sewer and storm plan would need to be presented in order for us to provide a more in depth response.

Thankyou,

Martin Nelson
City of Kennewick
Public Works Development Review Supervisor
O: 509.585.4306 | F: 509.585.4451
martin.nelson@ci.kennewick.wa.us

Disclaimer: Public documents and records are available to the public as required under the Washington State Public Records Act (RCW 42.56). The information contained in all correspondence with a public entity may be disclosable to third party requesters under the Public Records Act.

From: [Brian Ellis](#)
To: [Steven Dornovan](#)
Cc: [Jeremy Lustig](#); [Troyer White](#); [Scott Szendre](#); [Brooke Swiney](#); [Bruce Mills](#); [Martin Nelson](#)
Subject: RE: AZ 21-02/PLN-2021-02690
Date: Monday, August 2, 2021 5:14:26 PM
Attachments: [image001.jpg](#)
[image002.jpg](#)
[image003.jpg](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Fires concerns would focus on width of roads (would recommend full COK road width for subdivisions), hydrants/water supply, SEVA, and or 13D Sprinklers in every residential structure. The grade would be an issue or potentially one for deployment of the Aerial as well.

Respectfully,



Captain Brian Ellis Deputy Fire Marshal Kennewick Fire Department brian.ellis@ci.kennewick.wa.us Direct Office: (509) 585-4563	Fire Marshal's Office FirePrevention@ci.kennewick.wa.us (509) 585-4352
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This communication (and any reply) is subject to the Public Records Act, RCW 42.56. The City of Kennewick is committed to transparency in government and we will provide our customers the fullest assistance possible when they request access to public records. Individuals wishing to obtain public records shall submit their requests in accordance with the City's Public Records Policy which is available by visiting [this link](#).

From: [Brian Ellis](#)
To: [Martin Nielsen](#); [Brans Mills](#)
Cc: [Jeremy Lustig](#); [Steve Donovan](#); [Trevor White](#); [Scott Szondre](#); [Brooke Swiney](#)
Subject: RE: AZ 21-02/PLN-2021-02690
Date: Monday, August 2, 2021 5:21:38 PM
Attachments: [image001.jpg](#)
[image002.jpg](#)
[image003.jpg](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Steve,

On more comment of note is that this area would fall under the Wildland Urban Interface code which would have some impact to construction materials including fencing and structures built, etc.



Captain Brian Ellis Deputy Fire Marshal Kennewick Fire Department brian.ellis@ci.kennewick.wa.us Direct Office: (509) 585-4563	<i>Fire Marshal's Office</i> FirePrevention@ci.kennewick.wa.us (509) 585-4352
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This communication (and any reply) is subject to the Public Records Act, RCW 42.56. The City of Kennewick is committed to transparency in government and we will provide our customers the fullest assistance possible when they request access to public records. Individuals wishing to obtain public records shall submit their requests in accordance with the City's Public Records Policy which is available by visiting [this link](#).

Council Agenda Coversheet



Agenda Item Number	7.a.(1)	Council Date	09/21/2021
Agenda Item Type	Presentation		
Subject	Council Chambers AV System Upgrades		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Management Services		

- Consent Agenda
- Ordinance/Reso
- Public Mtg / Hrg
- Other
- Quasi-Judicial

Recommendation

That City Council authorizes the City Manager to add the Council Chambers AV Upgrade project to the 2021 IT Capital Projects and allocate \$254,097.46 in ARPA funding.

Motion for Consideration

I move to authorize the City Manager to add the Council Chambers AV Upgrade project to the 2021 IT Capital Projects and allocate \$254,097.46 in ARPA funding.

Summary

City Council had directed the City Manager to look for solutions to be able to resume in-person meetings, while also meeting the associated State Covid mandates for such meetings, as well as integrating into our existing broadcasting system. Council also expressed interest in a solution that would allow council members to attend remotely as needed, long-term, to accommodate travel schedules, business needs, etc. The recommended solution would also need to resolve the existing feedback & quality issues with the current audio system.

City staff will be reviewing a recommended solution with Council during the meeting. The project cost is estimated at \$230,997.70 plus 10% contingency for a total project budget of \$254,097.46 and is expected to take 6-weeks to complete primarily due to the time expected for us to receive the equipment. If Council decides to approve the project, item 7.a.(2). has been prepared to begin work on the project immediately given the time-sensitive nature of when Council would like this work to be completed & in-person meetings resumed.

Alternatives

Remain on fully remote Zoom meetings until the State mandates regarding hybrid requirements are lifted.

Fiscal Impact

\$254,097.46 funded from ARPA funds.

Through

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Attachments: Presentation

Dept Head Approval

Christina Palmer Sep 15, 10:46:09 GMT-0700 2021
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City Mgr Approval

Marie Mosley Sep 16, 21:23:08 GMT-0700 2021
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Recording Required?



COUNCIL CHAMBERS A/V UPGRADES

PRESENTED AT THE SEPTEMBER 21, 2021 COUNCIL MEETING

PROJECT REQUIREMENTS

- Utilize existing cameras and broadcasting system for in-person meetings.
- Improve existing audio to eliminate feedback and improve audio during workshop meetings.
- Comply with State mandate that in-person meetings must also allow for the public to attend and participate remotely.
- Provide option for Council to attend remotely while having a “virtual presence” at the in-person meeting.
- Relocating Swag-it equipment from Council Chambers to IT Server Room.



PROJECT OVERVIEW

- Replacement of Existing Audio System
- Wireless Tabletop Microphones for Workshop Area
- Enhancement of Existing In-Room Video
- New Control System
- Implementation of Virtual Presence Technology for Hybrid Meeting Structure
- Integration with Existing Swag-it Broadcasting Platform
- Relocation of existing Swag-it Servers from Council Chambers to IT Server Room
- Replacement of audio system in City Manager's conference room and extension of hybrid functionality to that room.

PROJECT COST SUMMARY

Description	Total
Council Chambers	\$ 63,976.51
Council Dais	21,937.22
Staff Dais	10,397.54
Lectern	2,037.85
City Mgr Conference Room	43,026.87
Server Room & Equipment Rack	<u>71,329.07</u>
Subtotal	\$212,705.06
Sales tax	18,292.64
Contingency (10%)	<u>23,099.77</u>
Total Project Estimate	\$254,097.46

PROJECT SUMMARY BY VENDOR

Vendor	Total
Ted Brown AVL Services	\$208,906.28
Paramount Communications	12,969.01
Dell	<u>9,122.40</u>
Subtotal	\$230,997.70
Project Contingency (10%)	<u>23,099.77</u>
Total Project	\$254,097.46

The image features a dark blue gradient background with white, stylized circuit board traces in the corners. These traces consist of straight lines and small circles, resembling electronic components or data paths. The traces are located in the top-left, top-right, bottom-left, and bottom-right corners, framing the central text.

QUESTIONS?

Council Agenda Coversheet



Agenda Item Number	7.a.(2)	Council Date	09/21/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Council Chambers AV Upgrade-Contract Approval		
Ordinance/Reso #		Contract #	21-023
Project #		Permit #	
Department	Management Services		

- Consent Agenda
- Ordinance/Reso
- Public Mtg / Hrg
- Other
- Quasi-Judicial

Recommendation

That City Council authorizes the City Manager to sign a contract with Ted Brown AVL Services in the amount of \$208,906.28 for the upgrades to the audio-visual equipment in the Council Chambers and City Manager's Conference Room.

Motion for Consideration

I move to authorize the City Manager to sign a contract with Ted Brown AVL Services in the amount of \$208,906.28 for the upgrades to the audio-visual equipment in the Council Chambers and City Manager's Conference Room.

Summary

City Council would like to return to in-person meetings, which will require upgrades to our existing AV equipment. Ted Brown AVL Services was selected based on their unique expertise in designing a system which would meet State COVID requirements for in-person public meetings and provide for remote participation in Council meetings, improve audio quality, implement the use of "virtual presence" technology for Council, and also integrate into our existing broadcasting system. The project is expected to take 6-weeks to complete, with most of that time being for equipment delivery.

Alternatives

None recommended.

Fiscal Impact

Contract of \$208,906.28 from the overall project budget of \$254,097.46

Through

Dept Head Approval

City Mgr Approval

Christina Palmer	
Sep 15, 10:48:10 GMT-0700 2021	
Marie Mosley	
Sep 16, 21:25:15 GMT-0700 2021	

Attachments: Contract 21-023

Recording
Required?



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, is made between the City of Kennewick, PO Box 6108, 210 W. 6th Ave., Kennewick, Washington, (hereinafter referred to as the "City"), and Ted Brown AVL Services, 2600 N Columbia Center Blvd, Suite 102, Richland, Washington (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK AND AGREEMENT CONTENTS

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in the Exhibits to this Agreement. Project includes performing upgrades to the AV equipment within the City Council Chambers & City Managers Conference Room, and relocating existing broadcasting equipment to the IT Server Room. Specific project details are included in Exhibits B-E.
- b) This Agreement consists of this Agreement, and other documents listed below issued prior to the execution of this agreement and all modifications and change orders issued subsequent thereto. These form the entire agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) This Agreement No. 21-023 between the City and Consultant.
 - (ii) Exhibit A: Ted Brown AVL Services Terms & Conditions
 - (iii) Exhibit B: Scope of Work - Council Chambers
 - (iv) Exhibit C: Scope of Work - City Manager's Conference Room
 - (v) Exhibit D: Proposal - Council Room AV Upgrade
 - (vi) Exhibit E: Proposal - Conference Room AV Upgrade

2) GENERAL REQUIREMENTS

- a) The Consultant shall remove existing Audio systems and replace with high quality wireless system. Replace the speakers and adjust for optimal audio. Configure for hybrid Council meetings utilizing Zoom and virtual presence. Configure a control panel for room controls and applicable training to staff. Install video camera for City Managers conference room. Relocate the Swag-it equipment to the server room for noise reduction and better cooling. Specific details regarding deliverables for each phase are contained within Exhibits B & C.

- b) The Consultant shall prepare a 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 the project by 12/31/2021. Agreement shall be in effect until 12/31/2022.

4) PAYMENT

- a) The City shall pay the Consultant an amount not to exceed \$208,906.28. Progress payments shall be made as follows: Equipment cost paid up front, with 80% of labor paid after construction starts, final 20% released after final acceptance and training.
- 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) In the event that the City requests onsite work to be performed, any such travel expenses 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, parking fees, 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. Requests for reimbursement shall include copies of receipts.
- d) 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.
- e) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

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

6) OWNERSHIP OF DOCUMENTS

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

7) TERMINATION

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

8) DISPUTE RESOLUTION

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

9) DEBARMENT CERTIFICATION

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

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

11) ATTORNEY'S FEES

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

12) INSURANCE

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

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
 - d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
 - f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited to, the additional insured endorsement.
 - g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
 - h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's

negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

14) STANDARD OF CARE

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

15) SUCCESSORS OR ASSIGNS

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

16) EQUAL OPPORTUNITY AGREEMENT

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

17) PARTIAL INVALIDITY

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

18) AMENDMENTS

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

19) CHANGE IN LAW

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

20) CONFIDENTIALITY

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

21) CHANGES OF WORK

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

22) EXTRA WORK

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.

23) PUBLIC DISCLOSURE

The parties to this Agreement understand and acknowledge that the City is subject to the Public Records Act, RCW 42.56 et seq. If the City receives a public records request for this agreement and/or for documents and/or materials provided to the City under this agreement, generally such information will be a public record and must be disclosed to the public records requester. However, the City agrees to notify the Consultant if it receives such a public records request and the date the City plans to release the records. If the Consultant fails to obtain a protective order from the applicable court prior to the time the City releases the records to the public records requester, the Consultant shall be deemed to have given the City full authority to release the records on the date specified, and the Consultant understands it has thereby given up all rights to challenge the disclosure in any forum.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Agreement for Consultant represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Agreement will become binding on the date of last execution hereon:

EXECUTED THIS ____ day of September, 2021.

CITY OF KENNEWICK, WASHINGTON

TED BROWN AVL SERVICES

Marie Mosley
City Manager

Signature

Printed Name & Title

ATTEST:

2600 N Columbia Center Blvd
Suite 102
Richland, WA 99352

Terri L. Wright
City Clerk

(509) 578-5199
ghoward@tedbrownmusic.com

APPROVED AS TO FORM:

Lisa Beaton
City Attorney

CONTRACT

Council Room AV Upgrade

City Of Kennewick

210 W 6th Ave
Kennewick, Wa 99336 United States
5095854258

Revision: 16
Modified: 9/14/2021

Presented By:

Ted Brown AVL Services

2600 N Columbia Center Blvd
Suite 102
Richland, Wa 99352 United States
(509) 578-5199
www.tedbrownmusic.com/topic/avl



- A.** The general project description is contained in the attached document and related documents from herein referred to as the "Proposal".
- B.** The specific work to be performed by Contractor is the installation of the specified system as outlined in the Proposal.
- C.** The total amount to be paid by the owner for the performance (subject to additions and deductions by written change order) shall not exceed the total specified in the Proposal.
- D.** Progress payments will be made according to the payment schedule below. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered.
- E.** Payment is due immediately after invoicing. Unpaid balance beyond 10 days after invoicing of completed tasks as outlined in item D shall bear interest payable to Contractor at a rate of 1.5% per month simple interest.
- F.** This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications contingent on agreement and retainer.
- G.** If job is of a retro-fit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$65 per man, per hour for all extra labor involved in completing the job.
- H.** All drawings and documentation are contingent on retainer. Since preparing a proposal requires system design & engineering by a professional Systems Integrator, only one version of the proposal will be prepared without a retainer. If a second version is required or if project is for design & documentation only, a minimum \$400 Design Retainer will be collected. This Design Retainer will cover up to three additional designs and proposals, as well as one block-diagram drawing of the system. For a \$1000 Design Retainer, client will receive up to three versions, one block diagram drawing, plus one basic cabinet audio placement and specification drawing. The retainer covers design & engineering time and is non-refundable.
- I.** Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.

Payment Schedule

Amount

Due Date

Full

\$162,179.11

1. Contract Documents and Details

The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

2. Time

With respect to schedule completion of the tasks in section D, time is of the essence. If Contractor is delayed at any time in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.

3. Payments and Completion

The above Payment Schedule is a guideline and approximation. Since contractor will, if possible, open, test and burn-in equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances. Any disputes due to legal claims will be settled independently in good faith between the parties. Final payment shall be due immediately following completion of the project. Contractor will hold owner harmless with respect to claims of subcontractors and suppliers.

4. Insurance

Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owners property resulting from the conduct of this contract.

5. Changes in the Contract

The owner may order changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the owner. The contractor shall provide the owner in writing the amount of additional costs or cost reductions resulting from changes ordered within 15 working days unless this requirement is waived in writing by the owner. Change Orders shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule. In case of product unavailability or discontinuation, contractor reserves the right to substitute equipment of equal or better quality with clients approval. Contractor will be held blameless in case of product unavailability or discontinuation.

6. Warranty

Contractor warranties all parts and labor involved in an installation for one year. Contractor will also be glad to help the client get their manufacturer-warranted equipment serviced though out the life of the said warranty.

Client: Cody Lewis

Date:

Contractor: Ted Brown AVL Services

TEDBRMC962QD/TEDBRBM854PT/CCB208907/CLE499

Date:

CONTRACT

Conference Room AV Upgrade

City Of Kennewick

210 W 6th Ave
Kennewick, Wa 99336 United States
5095854258

Revision: 0
Modified: 9/9/2021

Presented By:

Ted Brown AVL Services

2600 N Columbia Center Blvd
Suite 102
Richland, Wa 99352 United States
(509) 578-5199
www.tedbrownmusic.com/topic/avl



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Payment Schedule

	Amount	Due Date
Full	\$27,733.44	
Progress Payment	\$9,244.48	
Deposit	\$9,244.48	

1. Contract Documents and Details

The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

2. Time

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3. Payments and Completion

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4. Insurance

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5. Changes in the Contract

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6. Warranty

Contractor warranties all parts and labor involved in an installation for one year. Contractor will also be glad to help the client get their manufacturer-warrantied equipment serviced though out the life of the said warranty.

Client: Cody Lewis

Date:

Contractor: Ted Brown AVL Services

TEDBRMC962QD/TEDBRBM854PT/CCB208907/CLE499

Date:

SCOPE OF WORK

Contractor shall provide all supervision, equipment, installation and labor to fully design and install AV System in the Kennewick City Hall Boardroom

Scope of work considerations include, but not limited to:

1. Removal of existing Video System, not including Swag-it Gear.
2. Removal of existing Audio System
3. Installation of 44u AV Rack in Boardroom at Client approved location
4. Installation of Audio DSP for a total of 34 mic channels (Council session and workshop session mics)
5. 11" Control Touchscreen for control of room configuration, video routing, audio mixing, and etc.
6. Reuse of existing Dais Mics, but updating cabling infrastructure.
7. Install 16 Wireless Rechargeable Desktop mics for workshop sessions with docking charging stations.
8. Install VP (virtual presence) Monitors at each Dais position for Zoom call-in that will double as confidence monitors when in-person.
9. Install HDMI inputs at Dais locations (2 for side locations, 6 for front location)
10. AVOIP (Audio Video over IP) Video Matrix infrastructure for future flexibility/expandability for the system
11. Zoom tie-in to Swag-it existing system (final product TBD)
12. Training and Commission TBD before final system handoff
13. Configured room presets for turn-key use.
14. Install all necessary mounting hardware, cabling and connectors to ensure a completed and fully operational end product.

SCOPE OF WORK

Contractor shall provide all supervision, equipment, installation and labor to fully design and install AV System in the Kennewick City Hall Conference Room

Scope of work considerations include, but not limited to:

1. Removal of existing Video System, not including Interactive Display
2. Removal of existing Audio System
3. Installation of 16U in-Cabinet pull-out rack.
4. Install 70V Conference speakers
5. Installation of Audio DSP for a total of 1 ceiling mounted beam array mic channel and multiple media channels
6. 11" Control Touchscreen for control of room configuration, video routing, audio mixing, and etc.
7. Custom designed UI for end- client look and feel
8. Installation of PTZ Zoom camera below existing display.
9. Install Commercial grade Bluray/Media Player.
10. Install 5x2 Video Matrix with Wireless screen share via Airplay, Miracast, and/or Wifi.
11. Configured for Zoom Call-in/Call-Out.
12. Training and Comission TBD before final system handoff
13. Configured room presets for turn-key use.
14. Install all necessary mounting hardware, cabling and connectors to ensure a completed and fully operational end product.

PROPOSAL

Council Room AV Upgrade

City Of Kennewick

210 W 6th Ave
Kennewick, Wa 99336 United States
5095854258

Revision: 16
Modified: 9/14/2021




Presented By:

Ted Brown AVL Services


2600 N Columbia Center Blvd
Suite 102
Richland, Wa 99352 United States
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- 1** -

MISC INSTALL PARTS
- 


8 **QSC**

6" Two-way ceiling speaker, 70/100V transformer with 8 Ohm bypass, 110 degree conical coverage, include C-ring and rail for blind mount installation
- 


1 **QSC**

In-wall or table top touch screen controller 11.6" - black
- 


4 **Shure**

Networked charging station - 8 port
- 


16 **SHURE**

DESKTOP BASE TRANSCEIVER
- 


1 Shure

10" Cardioid Dualflex gooseneck microphone with bi-color status indicator
- 


2 **SHURE**

8-CH ACCESS POINT TRANSCEIVER
- 


250 CABLE

4 Pair / 23 AWG, CMR, CAT6 - Splinesless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.
- 


6 **Visionary Solutions**

A/V Decoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; Expansion Ethernet Port; POE+; Single Port AES67/Dante
- 

1 C2G

10ft High Speed HDMI® Cable with Ethernet - 4K 60Hz
- 

150 CABLE

4 Pair / 23 AWG, CMR, CAT6 - Splinesless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.
- 

750 **West Penn Wire**

2 cond 14 gauge (19x27) bare cmr

* Price Includes Accessories

Equipment:	\$51,547.43
Labor:	\$5,992.48
City Hall: Council Chambers Total	\$57,539.91

* Price Includes Accessories



2 **EXTRON**
One US AC Outlet, 12 A Circuit Breaker, and 2 Outlets Under



1 EXTRON
Cable Cubby 202 Retractor Bracket - Holds Three Retractor Module



2 EXTRON
Retractor Series/2 Filler Module - With Blank & Cable Pass-through Plates



1 EXTRON
Retractor Series/2 XL HDMI - Extended Length Cable Retraction System for Cable Cubby Enclosures - HDMI Male to Male



1 EXTRON
One RJ-45 Female to Punch Down for CAT 6 - Single Space MAAP - Black: One RJ-45 Female to Punch Down for CAT 6



1 EXTRON
Retractor Series/2 Horizontal Mounting Bracket Kit - For Horizontal Mounting Applications

2 **QSC**
4 Channel Mic/Line In Dante/AES67 Interface w/ Logic I/O, PoE



1 **Visionary Solutions**
A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Single Port AES67/Dante



15 CABLE
4 Pair / 23 AWG, CMR, CAT6 - Splineless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.



150 CABLE
4 Pair / 23 AWG, CMR, CAT6 - Splineless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.



1 CABLE
Video cable terminated with gold-plated molded-on HDMI connectors - 6 ft.

* Price Includes Accessories

Equipment:	\$4,425.77
Labor:	\$773.00
City Hall: Council Chambers: Staff Dias (Left) Total	\$5,198.77

* Price Includes Accessories



3 **EXTRON**
 One US AC Outlet, 12 A Circuit Breaker, and 2 Outlets Under



1 EXTRON
 Cable Cubby 202 Retractor Bracket - Holds Three Retractor Module



1 EXTRON
 Retractor Series/2 Filler Module - With Blank & Cable Pass-through Plates



2 EXTRON
 Retractor Series/2 XL HDMI - Extended Length Cable Retraction System for Cable Cubby Enclosures - HDMI Male to Male



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 One RJ-45 Female to Punch Down for CAT 6 - Single Space MAAP - Black: One RJ-45 Female to Punch Down for CAT 6



1 EXTRON
 Retractor Series/2 Horizontal Mounting Bracket Kit - For Horizontal Mounting Applications



7 **NEC DISPLAY SOLUTIONS**
 22 Inch Narrow Bezel Desktop Monitor w/ IPS Panel, Integrated Speakers and LED Backlighting



1 CHIEF
 Kontour K1P Dynamic Pole Mount, 1 Monitor, Silver



2 **QSC**
 4 Channel Mic/Line In Dante/AES67 Interface w/ Logic I/O, PoE



7 **Visionary Solutions**
 A/V Decoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; Expansion Ethernet Port; POE+; Single Port AES67/Dante



1 C2G
 10ft High Speed HDMI® Cable with Ethernet - 4K 60Hz



150 CABLE
 4 Pair / 23 AWG, CMR, CAT6 - Splinesless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.

* Price Includes Accessories



3 Visionary Solutions

A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Single Port AES67/Dante



15 CABLE
4 Pair / 23 AWG, CMR, CAT6 - Splineless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.



150 CABLE
4 Pair / 23 AWG, CMR, CAT6 - Splineless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.



1 CABLE
Video cable terminated with gold-plated molded-on HDMI connectors - 6 ft.

Equipment:	\$19,126.57
Labor:	\$2,810.65
City Hall: Council Chambers: Council Dias Total	\$21,937.22

* Price Includes Accessories



2 **EXTRON**
One US AC Outlet, 12 A Circuit Breaker, and 2 Outlets Under



1 EXTRON
Cable Cubby 202 Retractor Bracket - Holds Three Retractor Module



2 EXTRON
Retractor Series/2 Filler Module - With Blank & Cable Pass-through Plates



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Retractor Series/2 XL HDMI - Extended Length Cable Retraction System for Cable Cubby Enclosures - HDMI Male to Male



1 EXTRON
One RJ-45 Female to Punch Down for CAT 6 - Single Space MAAP - Black: One RJ-45 Female to Punch Down for CAT 6



1 EXTRON
Retractor Series/2 Horizontal Mounting Bracket Kit - For Horizontal Mounting Applications

2 **QSC**
4 Channel Mic/Line In Dante/AES67 Interface w/ Logic I/O, PoE



1 **Visionary Solutions**
A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Single Port AES67/Dante



15 CABLE
4 Pair / 23 AWG, CMR, CAT6 - Splinesless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.



150 CABLE
4 Pair / 23 AWG, CMR, CAT6 - Splinesless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.








1 CABLE
Video cable terminated with gold-plated molded-on HDMI connectors - 6 ft.

* Price Includes Accessories

Equipment:	\$4,425.77
Labor:	\$773.00

City Hall: Council Chambers: Staff Dias (Right) Total	\$5,198.77
--	-------------------





City Hall: Council Chambers: Lectern

- 
1
QSC
 - 4 Channel Mic/Line In Dante/AES67 Interface w/ Logic I/O, PoE
- 
1
Visionary Solutions
 - A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Single Port AES67/Dante
- 
15
CABLE
 - 4 Pair / 23 AWG, CMR, CAT6 - Splineless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.
- 
150
CABLE
 - 4 Pair / 23 AWG, CMR, CAT6 - Splineless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.
- 
1
CABLE
 - Video cable terminated with gold-plated molded-on HDMI connectors - 6 ft.

Equipment:	\$1,734.67
Labor:	\$303.18

City Hall: Council Chambers: Lectern Total	\$2,037.85
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* Price Includes Accessories

- 
1 **CISCO**
48 Port 350X series stackable managed switch
- 
1 **LEVITON**
48-port Cat6 patch panel
- 
1 **MIDDLE ATLANTIC**
8Space, Cabinet Frame Rk, 20D
- 
1 **QSC**
Processing Amplifier

Equipment:	\$5,753.79
Labor:	\$682.81
City Hall: Council Chambers: Cabinet Total	\$6,436.60

* Price Includes Accessories

Additional Options

	1	Rack Relocation	\$18,206.44
	1000	CABLE 4 Pair / 23 AWG, CMP, CAT6 - Splinesless, Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Blue - Pull Pack Length: 1000 ft.	\$396.24
	2	CABLE Crimp connector, RJ45, Cat6 rated, 8 pin [each]	\$13.76
	1000	CABLE RG6 coaxial video cable terminated with SDI connectors	\$142.20
	1	GENERIC Conduit and material for pathway across roof top	\$7,556.00
	2000	LIBERTY AV 2 Fiber 50/125 multimode OM3 fiber zipcord style.	\$2,300.00
	1000	WEST PENN WIRE 2 cond 14 gauge (19x27) bare cmr	\$820.00

Equipment:	\$0.00
Labor:	\$0.00

City Hall: Server Room Total	\$0.00
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* Price Includes Accessories

	250	CABLE	4 Pair / 23 AWG, CMR, CAT6 - Splinesless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.
	2	CABLE	Crimp connector, RJ45, Cat6 rated, 8 pin [each]
	1	CISCO	48 Port 350X series stackable managed switch
	1	DENON PRO	Network SD/USB Audio Recorder with Dante 2 x 2 Interface
	1	DENON PRO	Blu-Ray, DVD and CD/SD/USB Player
	7	Intel	[Owner Furnished] - Mini PC
	1	LEVITON	48-port Cat6 patch panel
	1	MIDDLE ATLANTIC	[Owner Furnished] - 45sp/27d Config AV Rack
	2	LOWELL MANUFACTURING	6 mm cage nuts (100 piece bag)
	2	MIDDLE ATLANTIC	1Piece 6"wide, Wire Lace, 42space
	1	MIDDLE ATLANTIC	Slim Power Strip, 24 Outlet, 20A
	4	MIDDLE ATLANTIC	Shelf Mount Power, 8 Outlet, 15A, Basic Surge
	1	MIDDLE ATLANTIC	1space Vented Shelf, 4Pk
	1	QSC	System processor and control engine with integrated I/O
	1	QSC	Dante network audio input and output bridge card

* Price Includes Accessories



5 QSC
Four channel of microphone/line-level analog audio input card with 48V phantom power



2 QSC
Four channel of balanced, line-level analog output card



10 Visionary Solutions
A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Single Port AES67/Dante



15 CABLE
4 Pair / 23 AWG, CMR, CAT6 - Splinesless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.



1 CABLE
Video cable terminated with gold-plated molded-on HDMI connectors - 6 ft.



4 Visionary Solutions
Rackmount Kit for up to 3 PacketAV Duet Encoder / Decoder & E4100 / D4100

Equipment:	\$25,136.20
Labor:	\$25,850.87
<hr/>	
City Hall: Server Room: Server Rack Total	\$50,987.07
<hr/>	
Equipment Subtotal:	\$112,150.20
Labor Subtotal:	\$37,185.99
<hr/>	
Project Subtotal:	\$149,336.19

* Price Includes Accessories

PROJECT SUMMARY

Total Installation Price:	\$165,833.90
Discount:	(\$16,497.71)
Sales Tax:	\$12,842.92

Grand Total: \$162,179.11

Client: **Cody Lewis**

Date

Contractor: **Ted Brown AVL Services**
TEDBRMC962QD/TEDBRBM854PT/CCB208907/CLE499

Date

PROPOSAL

Conference Room AV Upgrade

City Of Kennewick

210 W 6th Ave
Kennewick, Wa 99336 United States
5095854258

Revision: 0
Modified: 9/9/2021



Presented By:

Ted Brown AVL Services

2600 N Columbia Center Blvd
Suite 102
Richland, Wa 99352 United States
(509) 578-5199
www.tedbrownmusic.com/topic/avl



1 -
MISC INSTALL PARTS



250 CABLE
4 Pair / 23 AWG, CMR, CAT6 - Splinesless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.



2 CABLE
Crimp connector, RJ45, Cat6 rated, 8 pin [each]



4 QSC
6" Two-way ceiling speaker, 70/100V transformer with 8 Ohm bypass, 110 degree conical coverage, include C-ring and rail for blind mount installation



1 Sennheiser
Ceiling Microphone

















200 West Penn Wire
2 cond 14 gauge (19x27) bare cmr

Main Building: Executive Conference Total

\$13,453.50

* Price Includes Accessories

	1	ATLONA HDMI Over HDBaseT Tx/Rx With USB, Control, And Poe
	1	ATLONA 52 Matrix Switcher with USB and Wireless Link
	1	ATLONA Omega 4K/UHD HDMI Over HDBaseT Receiver With USB, Control And Poe
	50	CABLE 4 Pair / 23 AWG, CMR, CAT6 - Splinesless, Riser, Non-Plenum, Unshielded, Twisted-Pair, Indoor, 250MHZ tested to 555MHZ, 300V - Pull Pack Length: 1000 ft.
	1	CABLE Video Cable Terminated with Molded-On DisplayPort Male/Male Connectors - 6 ft.
	2	CABLE Video cable terminated with gold-plated molded-on HDMI connectors - 6 ft.
	1	ATLONA 1 RU Rack For Gain And SW Families
	1	DENON PRO Blu-Ray, DVD and CD/SD/USB Player
	1	FURMAN 15A SmartSequencing Power Conditioner
	1	Intel [Owner Furnished] - Mini PC
	1	LUXUL AV series 26 port/24 PoE+ stackable L2/L3 managed switch
	1	MIDDLE ATLANTIC 2 Slide SRSR, 16 space
	1	QSC Processor, Core 8 FLEX-NA, 100-240V,
	1	QSC Scripting Engine Software License, Perpetual

* Price Includes Accessories



1 QSC
Q-SYS Core 110 UCI Deployment Software License, Perpetual



1 **QSC**
Two-Channel Power Amplifier

Main Building: Executive Conference: AV Cabinet Total **\$23,729.27**

Main Building: Executive Conference: Conf Table



1 **QSC**
Conference camera with 12x optical zoom



1 **QSC**
In-wall or table top touch screen controller 11.6" - black

Main Building: Executive Conference: Conf Table Total **\$5,844.10**

Project Subtotal: **\$43,026.87**

* Price Includes Accessories

PROJECT SUMMARY

Total Installation Price:	\$44,080.61
Discount:	(\$1,053.74)
Sales Tax:	\$3,195.53

Grand Total: **\$46,222.40**

Client: **Cody Lewis**

Date

Contractor: **Ted Brown AVL Services**
TEDBRMC962QD/TEDBRBM854PT/CCB208907/CLE499

Date



City Council Meeting Schedule September 2021

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

September 7, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

September 14, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. 2021 Comprehensive Plan Amendments
2. Cross-Functional Teams Update

September 21, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

September 28, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Micromobility Update
2. Event Administration Update
3. Redistricting Update

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

Please be advised that all Kennewick City Council Meetings are Audio and Video Taped



City Council Meeting Schedule October 2021

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

October 5, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

October 12 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Historic Downtown Kennewick Partnership Update
2. 2022 TPA Budget & Marketing Plan
3. TRIDEC Update

October 19, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

October 26, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Community Outreach Update
2. KMC Amendments - Development Improvements and Mitigation

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

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