



Agenda
City Council Regular Meeting
Tuesday, May 2, 2023
Richland City Hall Council Chambers
625 Swift Boulevard

City Council Regular Meeting - 6:00 p.m.

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. Swearing In of Richland Police Officer Lucas Swanson
 - Brigit Clary, Chief of Police
2. Building Safety Month Proclamation
 - Mayor Christensen
3. Economic Development Week Proclamation
 - Mayor Christensen
4. Public Service Recognition Week Proclamation
 - Mayor Christensen
5. Fuse Launch University
 - Erik Ralston, Co-Founder of Fuse Business & Community Accelerator
6. New Hires & Retirements
 - Lacey Paulsen, Human Resources Director

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk distribution.

7. Proposed Third Amendment to the 2019 Community Development Block Grant Annual Action Plan, Resolution No. 2023-69
 - Kerwin Jensen, Development Services Director

Public Comments: Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. Records intended for Council consideration must be given to the City Clerk for distribution.

Consent Calendar: Items on the Consent Calendar have been distributed to the City Council in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

8. Approval of the April 18, 2023 City Council Regular Meeting Minutes and the April 25, 2023 City Council Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

None.

Ordinances - Second Reading & Passage:

9. Ordinance No. 2023-07, Approving The Terraces at Queensgate South Planned Unit Development
 - Kerwin Jensen, Development Services Director

Resolutions - Adoption:

10. Resolution No. 2023-63, Authorizing an Interlocal Agreement with the Cities of Kennewick, Pasco and West Richland and the Benton-Franklin Health District for Funding the Operation of a Regional Algal Bloom Laboratory Screening Service
 - Pete Rogalsky, Public Works Director
11. Resolution No. 2023-65, Authorizing a Second Amendment to the Consultant Agreement with Commonstreet Consulting, LLC for Street Project Right-of-Way Acquisition Services
 - Pete Rogalsky, Public Works Director
12. Resolution No. 2023-66, Authorizing a Purchase Agreement with Virginia Transformer Corporation for Procurement of Two Power Transformers for Thayer Substation Bank I Rebuild and Sandhill Crane Substation Bank 3 Addition
 - Clint Whitney, Energy Services Director
13. Resolution No. 2023-67, Authorizing a Memorandum of Understanding and Interlocal Agreement to Participate in the Foundation for Water & Energy Education (FWEE) Tri-Cities STEM Career Academy
 - Clint Whitney, Energy Services Director
14. Resolution No. 2023-68, Authorizing a Third Amended and Restated Special Investigations Unit (SIU) Interlocal Agreement
 - Brigit Clary, Chief of Police

Items - Approval:

15. Appointments to the Richland Public Facilities District Board: Steven Wiley and Charles Miller
 - Jennifer Rogers, City Clerk

Expenditures - Approval:

Items of Business:

16. Resolution No. 2023-69, Authorizing a Third Amendment to the 2019 Community Development Block Grant Annual Action Plan
 - Kerwin Jensen, Development Services Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

This meeting will be broadcast live on [CityView Channel 192](#) on the City's website and on the [City's YouTube Channel](#).

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



Proclamation

WHEREAS, the City of Richland is committed to recognizing that its growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and when disasters strike; and

WHEREAS, confidence in the structural integrity of the buildings that make up the community is achieved through the devotion of vigilant building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers and others in the construction industry who work year-round to ensure the safe construction of buildings; and

WHEREAS, Building Safety Month 2023 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies have saved lives and protected homes and businesses; and

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Terry Christensen, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim May 2023 to be

“Building Safety Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 2nd day of May, 2023.


Terry Christensen, Mayor



Proclamation

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions, and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions.

NOW, THEREFORE, I, Terry Christensen, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim May 8-12, 2023 to be

“Economic Development Week”

In the City of Richland, and remind all members in our community of the importance of this community celebration which supports expanding career opportunities and making lives better.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 2nd day of May, 2023.


Terry Christensen, Mayor



Proclamation

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels; and

WHEREAS, these unsung heroes do the work that keeps our nation strong, not only by taking their jobs, but by taking an oath; and

WHEREAS, many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others risk their lives each day in service to the people of the United States and around the world; and

WHEREAS, public servants include teachers, doctors, nurses, train conductors, safety inspectors, computer technicians, social workers, and countless other occupations; and

WHEREAS, day-in and day-out, public servants provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, without these public servants at every level, stability would be impossible in a democracy that regularly changes its leaders and elected officials.

NOW, THEREFORE, I, Terry Christensen, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim May 1-6, 2023 to be

“Public Service Recognition Week”

in Richland, and I encourage all citizens to recognize the accomplishments and contributions of employees at all levels of government.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, this 2nd day of May, 2023.


Terry Christensen, Mayor



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/2/2023

Agenda Category: Presentations

Core Focus Area 3 - Increase Economic Vitality

Subject:

Fuse Launch University

Department/Office
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Erik Ralson, Co-Founder of Fuse Business & Community Accelerator, will provide an overview of Fuse Launch University, a program that provides assistance to entrepreneurs for business development.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/2/2023

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the April 18, 2023 City Council Regular Meeting Minutes and the April 25, 2023 City Council Workshop Meeting Minutes

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the City Council regular meeting held on April 18, 2023 and the City Council workshop meeting held on April 25, 2023.

Summary:

Draft minutes from the April 18, 2023 City Council regular meeting and April 25, 2023 City Council workshop meeting are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:

1. Draft April 18, 2023 Richland City Council Regular Meeting Minutes
2. Draft April 25, 2023 City Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, April 18, 2023

**Richland City Hall ~ Council Chambers
625 Swift Boulevard**

City Council Regular Meeting - 6:00 p.m.

Mayor Christensen called the Council meeting to order at 6:00 p.m.

Welcome and Roll Call

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

Attendance: Mayor Christensen, Mayor Pro Tem Richardson, and Councilmembers Jones, Kent, Lukson (remotely via Zoom), VanDyke and Whitten were present.

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Chief of Police Clary, Fire Chief Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Energy Services Director Whitney, Finance Director Allen, and Parks & Public Facilities Director Hester.

Pledge of Allegiance

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

Approval of Agenda

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 7-0

Presentations

1. National Library Week Proclamation

Mayor Christensen read aloud a proclamation declaring April 23-29, 2023 to be National Library Week in the City of Richland.

2. Swearing In of Richland Police Officer Cristian Da Silva

Chief of Police Clary introduced newly commissioned Police Officer Cristian Da Silva and administered the Oath of Office.

Public Hearing

None.

Public Comments

City Attorney Kintzley provided comments and instruction for tonight's public comment process, including announcing that forty-five (45) minutes would be made available for public comment.

The following individuals provided public comment:

George Penn – 6223 W. Deschutes, Kennewick WA: Mr. Penn spoke in support of Mayor Pro Tem Richardson and her statement that she was sad about the Emerald of Siam hosting a drag show on Easter. Mr. Penn opined that the statement falls within the protections of the First Amendment. Mr. Penn also shared his belief that drag comes from burlesque, and children should not be exposed to it. Mr. Penn stated his belief that the owner of the Emerald of Siam has exploited this opportunity to create divisiveness.

Brad Klippert – 2301 S. Rainier Street, Kennewick WA: Mr. Klippert spoke in support of Mayor Pro Tem Richardson and referenced the phrases "In God we trust" on the U.S. currency, "One Nation Under God" in the Pledge of Allegiance, and "God Bless America" in the National Anthem at sporting events. Mr. Klippert made reference to specific passages in the Bible that speak against drag and stated that it is wrong to expose children to it.

Andy Reavis – No address given: Mr. Reavis stands behind Mayor Pro Tem Richardson and agreed with the statements of previous speakers George Penn and Brad Klippert.

Robert Gustavson – 277 Meadowridge Loop, Richland WA: Mr. Gustavson, who was born in Richland and has lived in this community his entire life, spoke against the intolerance that has erupted in Richland. Mr. Gustavson shared that Richland was built on diversity, and acknowledged that now there is extremism with people imposing their values on others. Mr. Gustavson spoke of the right to Freedom of Expression in the United States of America, and shared that it is upsetting to hear about threats and criminal action. Mr. Gustavson believes it is unfortunate that a councilmember made a statement reflecting their own personal values while serving in an official capacity, and recommended that City Council consider issuing a public statement and censuring Mayor Pro Tem Richardson.

Michelle Andres – 1421 N. Road 77, Pasco WA: Ms. Andres pointed out that there is a difference between imposing values and standing for values. Ms. Andres recognized Mayor Pro Tem Richardson's right to feel sad under the Washington State Constitution, which protects her right to Freedom of Conscience. Ms. Andres shared that individuals are entitled to be sad when their values are hurt, and that tolerance goes both ways. Children need protection, and under state law (RCW), taking photos of children in compromising positions related to sexual situations is child pornography. Ms. Andres is concerned and cares about Richland because what happens in Richland affects the region.

Dara Quinn – No address provided due to threats: Ms. Quinn is the owner of the Emerald of Siam and has been in the community for decades. Ms. Quinn is a taxpayer, mother, active community member and business owner would never host an event that would negatively affect children. Ms. Quinn was shocked that Mayor Pro Tem Richardson would make such a statement against a family friendly event in Richland.

Justin Chapman – No address provided due to threats: Mr. Chapman is Ms. Quinn's partner and runs audio/video (AV) at Emerald of Siam. Mr. Chapman expressed his great fortune to be affiliated with Emerald of Siam, and expressed his distress with Mayor Pro Tem Richardson for inciting a "mob mentality" against the establishment for hosting a drag event on Easter Sunday. Mr. Chapman asked Mayor Pro Tem Richardson to issue a statement of inclusivity.

Tim Thorton – No address because of threats: Mr. Thorton is the general manager of Emerald of Siam and spoke out against Mayor Pro Tem Richardson's comments about drag events at Emerald of Siam on Easter Sunday. Mr. Thorton pressed Council to let the community know where it stands on the issue, and invited the City to match a donation raised by Emerald of Siam in support of the LGBTQ community.

Caleb Brown – No address because of threats: In response to Mayor Christensen's declaration of Library Week, Mr. Brown encouraged Mayor Pro Tem Richardson to check out a book on tolerance and research the fact that drag is not about sex. Mr. Brown further stated that no person should ever have to be concerned about his or her safety based on the statements of the Mayor Pro Tem, and demanded an apology.

Mitchell Malloy – 703 Catskill Street, Richland WA: Mr. Malloy stated that drag is not a crime and opined that Mayor Pro Tem Richardson's actions are despicable. Mr. Malloy associated Mayor Pro Tem Richardson's comments with right-wing attacks on the LGBTQ community. Mr. Malloy further stated that the "old chestnut" about protecting children is always used as part of the attack (i.e., the basis to justify intolerance). Mr. Malloy pressed Mayor Pro Tem Richardson to immediately concede on the issue.

Claudia Bethard – 703 Catskill Street, Richland WA: Ms. Bethard stated that she stands by messages made by previous speakers. Ms. Bethard also stated that transphobia is vile, and if a councilmember disagrees with LGBTQ the councilmember should immediately resign.

Hannah Greenough – 513 Catskill Street, Richland WA: Ms. Greenough expressed her deep sadness at discovering that the community is capable of such hate and discrimination. Ms. Greenough believes this community is "better than this."

Amanda Devine – 2148 Davidson Avenue, Richland WA: Ms. Devine stated that words have power, and when you are in power, the words you say are even more powerful, despite what may be intended. Ms. Devine stated to Mayor Pro Tem Richardson that regardless of her personal belief, her words have power, and when directed against a small business, people listen. Ms. Devine opined that it was highly inappropriate for Mayor

Pro Tem Richardson to combine her religious beliefs with her position of power. Further, Ms. Devine believes that drag shows children that they can dress how they want or pretend to be someone else for an hour. According to Ms. Devine, the real affront to our children is a politician abusing her power.

Justin Denney – 1419 Farrell Lane, Richland WA: Mr. Denney shared that he has attended different events in the Tri-Cities for the past 20 years, and often brings his 12-year-old nephew to these events. Mr. Denney expressed sadness over not feeling as safe as he used to be before the recent comments from the Mayor Pro Tem. Mr. Denney encouraged Council to remember that they represent all of us, not just those with the same political ideology. Mr. Denney told Mayor Pro Tem Richardson that she “did us all a disservice.”

Lindsey Fisher – 9202 W. Gage Boulevard, Richland WA: Ms. Fisher is a life-long resident, but did not want to stay in the Tri-Cities after she was grown. However, Ms. Fisher did decide to stay in the region after attending more inclusive events in Richland. Ms. Fisher opined that the drag events and others help members of the LGBTQ community to feel safer. Ms. Fisher encouraged everyone to keep an open mind and to evolve their opinion on what these events represent because it would be a lot lonelier in the Tri-Cities without them.

Adam Whittier – 512 Saint Street, Richland WA: Mr. Whittier shared that he has attended multiple drag and non-drag events at Emerald of Siam and Out-and-About, and in his opinion both venues work hard to keep the events family friendly and inviting to all ages. Mr. Whittier believes these organizations should be commended for providing a venue like that because when you are a youth in the LGBTQ community, it is very hard to find venues where you feel comfortable if your immediate circle is not also LGBTQ. Mr. Whittier stated that it is very sad for a member of the Richland City Council to go against a welcoming venue for LGBTQ.

Ricky Riddell – No address because of threats: Mr. Riddell is an employee of Emerald of Siam. Mr. Riddell opined that the establishment is one of the safest places that he could ever be at, and shared how he wishes he discovered it way back when. Mr. Riddell shared that he currently does not always feel at Emerald of Siam because of the community backlash against the establishment. Mr. Riddell also expressed how youth would be safer at drag shows than at some of the churches he has attended.

Kathy Schweiger – 1901 Poplar Street, Richland WA: Ms. Schweiger stated her support of Mayor Pro Tem Richardson. Ms. Schweiger pointed out that Mayor Pro Tem Richardson suggested that a polite note should be sent, and if someone did something other than send a polite note, that is not what Mayor Pro Tem Richardson intended. For this reason, she should not be blamed for it. Ms. Schweiger believes that this situation has been blown out of proportion, and reiterated that the Richland City Council did nothing wrong given that everyone has a right to express their opinion (including a difference of opinion) in a manner that is respectful to all.

T. Lee Williams – 3475 Lakeside Lane, Richland WA: Mr. Williams shared that he served in the U.S. Airforce, and through his service he observed firsthand how the rights of others were restricted and abused. Mr. Williams is also aware of how intertwined faith and government are in the founding of the United States of America. In closing, Mr. Williams thanked the City's police officers and Richland councilmembers for their service, and stated his support for Mayor Pro Tem Richardson.

Shir Regev – 114 Patton Street, Richland WA: Ms. Regev reminded the Council that today is Holocaust Remembrance Day, and opined that the atrocities of the Holocaust directly resulted from one person deciding what the values should be for everyone. Ms. Regev stated that this is what happens when others don't speak out, so she was speaking out against Mayor Pro Tem Richardson's statement. Ms. Regev further stated that she was not going to ask for an apology from Mayor Pro Tem Richardson. Instead, Ms. Regev wants to know what other members of Council will do to keep this situation under control.

Pat Holton – 1522 Hains Avenue, Richland WA: Ms. Holton shared that she has personally known Mayor Pro Tem Richardson for decades, and opined that Mayor Pro Tem Richardson is one of the most tactful people she knows. Ms. Holton is also a supporter of Emerald of Siam. Ms. Holton shared that she has been active in politics, and has observed people making false claims just to make conservatives look bad. Ms. Holton believes that is what is happening here, and that the real focus should be on RPD working hard to figure out who is making the threats, and if they are real.

Michelle Myatt – 237 Sarah Road, Kennewick WA: Ms. Myatt shared that she is catholic, and encouraged everyone to remember that sometimes our own story (crucifixion of Jesus) can be viewed as disturbing. Ms. Myatt shared that drag is an opportunity for people to express who they are, and unfortunately, a lot of people woke up after Mayor Pro Tem Richardson's comments to an existence where they do not feel safe.

Theresa Sharp – 2306 Willowbrook Avenue, Richland WA: Ms. Sharp addressed an untruth about why some people think they are owed an apology. Ms. Sharp opined that Mayor Pro Tem Richardson is a scapegoat in this situation, and that her comments did not produce death threats or hate comments. Instead, those responses were generated by the people who discovered there was a drag show in Easter Sunday. Certain citizens were offended by this, and they reacted on their own.

Raven Rouse – Richland: Mr. Rouse stated that this is an example of "dog-whistling" which is political shorthand for a phrase that may sound innocuous to some people, but which also communicates something more insidious either to a subset of the audience or outside of the audience's conscious awareness — a covert appeal to some noxious set of views. Mr. Rouse stated that he has no doubt that Mayor Pro Tem did not mean for her words to have the resulting affect, but there are extremist people who see statements like this from an official as a green light for people to act hatefully. Mr. Rouse stated that he is a victim of religious persecution, and if we all "loved thy neighbor" as we loved ourselves, maybe we wouldn't be having these problems.

Tom Haggarty – 1911 Mahan Avenue, Richland WA: Mr. Haggarty shared that he is a Christian who is not in favor of violence, and that he stands behind Theresa Richardson and her right to make the comments she made. Mr. Haggarty also stated that he loves everyone in the room.

Janie Romine – 4633 Hibiscus Street, West Richland, WA: Ms. Romine moved to the Tri-Cities in 2005. She has three children and two of them are queer. Mr. Romine stated that she will always support their right to be here. Ms. Romine opined that kids are queer before they are born. She further stated that what's sad is searching for your child for eight hours only to find out that he drove to the Duportail Bridge to jump because he's non-binary and pansexual. Ms. Romine told City Council that it's their job to make sure that the community is safe for everyone, including the queer ones and the right-wing ones.

Danial Glasscock – 227 University Drive, Richland WA: Mr. Glasscock shared that he served in the military, and that even WWII veterans have been doing drag. According to Mr. Glasscock, everyone is included. Mr. Glasscock shared how he and others have bled for that (American) flag! He told City Council to stand down.

Executive Session:

3. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation with Legal Counsel related to land use (20 minutes)

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO ENTER EXECUTIVE SESSION AT 7:00 P.M. TO DISCUSS CURRENT OR POTENTIAL LITIGATION REGARDING LAND USE WITH LEGAL COUNSEL FOR 20 MINUTES. MOTION CARRIED 7-0.

Council convened in executive session for 20 minutes. Executive session ended at 7:20 p.m. and all parties returned to Council Chambers to resume the public portion of the meeting.

Consent Calendar

City Attorney Kintzley read the Consent Calendar.

Minutes

4. Approval of the April 4, 2023 City Council Regular Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

5. Ordinance No. 2023-06, Providing for the Sale of 2023 Electric Revenue Bonds

6. Amended Ordinance No. 29-21, Approving The Links Residence at Horn Rapids Planned Unit Development

Resolutions - Adoption

7. Resolution No. 2023-55, Authorizing an Interlocal Agreement with the Richland School District for the Chief Joseph Middle School Irrigation Well Project
8. Resolution No. 2023-58, Authorizing a Domestic Water Latecomer Agreement with Michael Grimes for Allenwhite Drive
9. Resolution No. 2023-59, Authorizing Award of Bid to Intermountain Slurry Seal, Inc. for the 2023 Microsurfacing Project
10. Resolution No. 2023-60, Authorizing Award of Bid to One Way Trigger, LLC for the 2023 Slurry Seal Project
11. Resolution No. 2023-61, Authorizing Award of Bid to Intermountain Slurry Seal, Inc. for the Stevens Drive Pavement Preservation Rebid
12. Resolution No. 2023-62, Authorizing a First Amendment to the Consultant Agreement with QCIC for Inspection Services for the 2022 Reservoir Coating Project

Items - Approval

13. Appointments to the Arts Commission: Lexie Forbes and Angel Peiffer
14. Appointment to the Planning Commission: Austin Miller

Expenditures - Approval

15. Expenditures from March 1, 2023 to March 31, 2023 for \$31,304,613.93 including Travel Check Nos. 20271-20285, Accounts Payable Check Nos. 309374-310465, Accounts Payable Wire Nos. 9455-9498, Payroll Wires & ACH Nos. 13247-13312 Payroll Direct Deposit & Check Nos. 205112-206766 and Pension Check Nos. 6416-6440.

MAYOR CHRISTENSEN CALLED FOR ACTION ON THE CONSENT CALENDAR BY A ROLL CALL VOTE. ALL THOSE IN FAVOR: MAYOR CHRISTENSEN, MAYOR PRO TEM RICHARDSON, AND COUNCILMEMBERS JONES, KENT, LUKSON, VANDYKE AND WHITTEN. OPPOSED: NONE. CONSENT CALENDAR APPROVED 7-0.

Items of Business

16. Ordinance No. 2023-07, Approving The Terraces at Queensgate South Planned Unit Development (Closed Record)

Mayor Christensen and City Attorney Kintzley read the closed record hearing procedures.

City Attorney Kintzley asked if any councilmembers had any real or potential conflicts that would disqualify them from hearing the closed record matter. No conflicts were identified.

City Attorney Kintzley asked the audience if anyone had an objection to any councilmember's participation in the closed record review. No objections were raised.

City Attorney Kintzley asked the audience if anyone had an objection on jurisdictional grounds. No objections were raised.

Planning Manager Mike Stevens gave an overview of the planned unit development (PUD) application submitted by Aqtera Engineering on behalf of Columbia Valley Property Holdings, LLC. The proposed development consists of 19 single-family lots, 89 townhome lots, and five (5) open space tracts on approximately 20.67 acres. The proposed PUD has been identified as the first phase of a multi-phase plan to develop approximately 48 acres of contiguous land. The project site is located between Shockley Road and Keene Road and is immediately east and adjacent to the Country Ridge residential neighborhood. The Richland Hearing Examiner conducted an open-record public hearing on January 9, 2023 and recommends approval of the proposed PUD subject to conditions of approval contained in the Hearing Examiner's Recommendation of Approval and as contained in an extensive Property Use and Development Agreement (PUDA).

Mark Fickes, attorney for Columbia Valley Property Holdings, LLC, spoke briefly in support of PUD approval and offered to answer any questions. Mr. Fickes shared that the Country Ridge HOA has had opportunity to review the project and supports it so long as the requirements of the 2010 property development agreement are honored.

Rick Simon, consultant for Columbia Valley Property Holdings, LLC, spoke briefly in favor of approval, and asked that a minor clarification be added to the Property Use and Development Agreement regarding setback distances for second stories. City Attorney Kintzley advised that the change would be made to the PUDA before the matter was brought on for second reading.

MAYOR CHRISTENSEN MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2023-07, APPROVING THE TERRACE AT QUEENSGATE SOUTH PLANNED UNIT DEVELOPMENT, FOR FIRST READING, BY TITLE ONLY. ALL THOSE IN FAVOR: MAYOR CHRISTENSEN, MAYOR PRO TEM RICHARDSON, AND COUNCILMEMBERS JONES, KENT, LUKSON, VANDYKE AND WHITTEN. OPPOSED: NONE. MOTION CARRIED 7-0.

Reports and Comments

City Manager

City Manager Amundson had no comments.

City Council

Councilmembers Lukson, Whitten and Kent had no comments. Councilmember Jones wished everyone a Happy Tax Day and stated that there is still time to file your 2022 tax return. Councilmember VanDyke welcomed the newest members of the Richland Arts Commission and the Richland Planning Commission.

Mayor Pro Tem Richardson made the following comment: I feel like I need to respond to tonight's meeting. I have never promoted or encouraged hate speech or harassment of any kind to any individual or establishment. The vile, profane rants and death threats have no place in civilized society. I have received those disgusting communications as well. I do believe in the First Amendment and the freedom of speech. I treat people with decorum and respect. I love this community and will continue to work hard to represent our community with those values. I have two sisters and a brother. All of us are very close. One of my sisters is gay and has been with her partner for 20 years or more. All of my family is welcome in my home. I love my family and I love my community, and that's not going to change.

Mayor

Mayor Christensen had no comments.

Adjournment

Mayor Christensen adjourned the meeting at 7:49 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, April 25, 2023

Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Workshop - 6:00 p.m.

Mayor Christensen called the workshop meeting to order at 6:00 p.m.

Attendance: Mayor Christensen, Mayor Pro Tem Richardson, and Councilmembers Jones, Kent, Lukson, VanDyke and Whitten were present.

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Chief of Police Clary, Public Works Director Rogalsky, Energy Services Director Whitney, Finance Director Allen, Parks & Public Facilities Director Hester, and City Clerk Rogers.

Agenda Item

1. Traffic Impact Fee Update

Public Works Director Rogalsky spent time describing the City's traffic impact fee program codified in Title 12 RMC, including its establishment, previous updates, accomplishments, objectives, and features. Public Works Director Rogalsky then provided an overview of the current and proposed updates to the program and the drivers behind the recommended increases.

On February 7, 2023, the City presented the proposed updates to the program to the Tri-Cities Homebuilder's Association. Public Works Director Rogalsky shared the general feedback received from homebuilders, developer engineers, and realtors in attendance.

Details are available in the PowerPoint presentation included in the agenda packet.

Council offered comments, including the notion of adding an annual inflator to ensure that the program keeps current, and asked questions of Mr. Rogalsky throughout the presentation. By the close of the discussion, the most favorable option identified of those presented is Option No. 1, which does not include an annual escalator.

2. Richland Police Station

Deputy City Manager Schiessl summarized the Richland Police Department Space Analysis presentation and discussion outcomes from the June 28, 2022 workshop. With the aid of a PowerPoint presentation, Deputy City Manager Schiessl presented three (3) funding options and four (4) construction designs and schedules with costs for construction of a new police station or renovation/expansion of the current station. Deputy

City Manager Schiessl emphasized that the purpose of the presentation was to discuss whether the City could afford the capital project, and not to focus on the details of what that project should exactly look like or where it should be located. Deputy City Manager Schiessl also stressed that Council would need to consider the possibility that this project, which would likely be paid for through voter-approved general obligation bonds, might compete with other initiatives that require a public vote, including projects promoted by the Richland Public Facilities District Board or the Arts Center Task Force. In addition, there are other “big-ticket” items in the City that Council has expressed a desire to fund that remain unfunded (i.e., Fire Station 71, Hanford Legacy Park, George Prout Pool).

City Manager Amundson shared that regardless of the model chosen to fund a new police station, staff will need to consider temporary office solutions. Chief Clary advised that although space is tight, she would prefer the approach that is financially responsible for the City, and she is considering the long-term benefits of a 50-year building, which means waiting and doing it right instead of deploying a stop-gap measure just to alleviate short-term challenges.

Council engaged in a question-and-answer with staff throughout the presentation. The primary message delivered by Deputy City Manager Schiessl is that a new police station is affordable, and additional conversations are necessary to shape the project.

3. Confederated Tribes of the Umatilla Indian Reservation Memorandum of Agreement for Land Reconveyance

Deputy City Manager Schiessl shared that the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) is requesting each of the local governments involved in the TRIDEC shoreline reconveyance to enter into a Memorandum of Agreement (MOA) before it will support the action. Richland has an existing Memorandum of Understanding (MOU) with CTUIR that details actions related to land development in certain locations in the City. The proposed MOA will supplement the existing Memorandum of Understanding (MOU) and is limited to lands impacted by the reconveyance. The City’s relationship with CTUIR remains strong, and staff recommends approval of the MOA.

At the conclusion of the presentation, Council engaged in a question-and-answer session with staff.

4. Preparation of City Property at 24 Lawless Drive for Disposition

Development Services Director Jensen reported on a 6-acre city-owned parcel located at 24 Lawless Drive that has been identified as surplus to the City’s needs. Prior to selling the property, the City will need to apply for a comprehensive plan designation and a zoning designation. AHBL was retained to evaluate the property and conduct a traffic analysis at the intersection of Lawless Drive and Thayer Drive. JUB Engineers, Inc. was engaged as a subconsultant of AHBL to review traffic impacts to the site and assess how future development would impact traffic at the Lawless Drive and Thayer intersection.

Development Services Director Jensen presented staff's recommended land use and zoning designation. Additional information can be found in the PowerPoint presentation.

Closing Comments

City Manager Amundson announced the annual Association of Washington Cities (AWC) conference dates of June 20-23, 2023 in Spokane.

Adjournment

Mayor Christensen adjourned the meeting at 8:05 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/2/2023

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 2023-07, Approving The Terraces at Queensgate South Planned Unit Development

Department/Office
Development Services

Ordinance/Resolution Number:
2023-07

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2023-07, approving the Terraces at Queensgate South Planned Unit Development.

Summary:

The application request submitted by Aqtera Engineering, on behalf of Columbia Valley Property Holdings, LLC, will authorize a Planned Unit Development (PUD) to be known as The Terraces at Queensgate South. The proposed development consists of 19 single-family lots, 89 townhome lots, and five (5) open space tracts on approximately 20.67 acres. The proposed PUD has been identified as the first phase of a multi-phase plan to develop approximately 48 acres of contiguous land. The project site is located between Shockley Road and Keene Road and is immediately east and adjacent to the Country Ridge residential neighborhood. The Richland Hearing Examiner conducted an open-record public hearing on January 9, 2023 and recommends approval of the proposed PUD subject to conditions of approval contained in the Hearing Examiner's Recommendation of Approval (Exhibit A to Ordinance No. 2023-07) and as contained in an extensive Property Use and Development Agreement (Exhibit B to Ordinance 2023-07).

The proposed development is intended to follow the R-1-I2 zoning standards with a minimum lot size of 10,000 square feet and an overall lot size average of 12,000 square feet. A reduction of front yard setbacks from 20 feet to 15 feet and a reduction of rear yard setbacks from 25 feet to 15 feet is proposed. As required by the 2010 Property Agreement as amended (Contract No. 92-10), the applicants are proposing to construct a 6-foot masonry wall along the rear property line. The townhome portion of the proposed development is intended to follow the current R-2 zoning standards. The following modifications are being requested: front yard setbacks from 20 feet to 12 feet for upper stories (while maintaining the required 20-foot setback for the garage level); side yard setbacks from 6 feet to 5 feet; rear yard setbacks of 25 feet to 15 feet; maximum lot coverage from 50% to 65%; and maximum building height from 30 feet to 40 feet.

A detailed Traffic Impact Analysis (TIA) was provided as part of the project submittal packet and was provided to the City's Public Works Department along with all other city departments and local/regional transportation entities. The TIA was reviewed and accepted by the City.

Staff recommends approval of Ordinance No. 2023-07, for second reading and passage.

Fiscal Impact: Approval of the proposed PUD will result in up to 108 new single-family homes (additional tax base), and the extension of Queensgate Drive at no cost to the City.

Attachments:

1. Ordinance No. 2023-07
2. Vicinity Map
3. Full Report - The Terraces at Queensgate South (PUD2022-101)

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 2023-07

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON RELATING TO LAND USE, ZONING CLASSIFICATIONS AND DISTRICTS AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY AMENDING SECTION MAP NOS. 16 AND 17 SO AS TO CHANGE THE ZONING DESIGNATION OF APPROXIMATELY 20.67 ACRES LOCATED BETWEEN SHOCKLEY ROAD (SOUTH) AND KEENE ROAD (NORTH) AND SITTING IMMEDIATELY EAST OF THE COUNTRY RIDGE RESIDENTIAL NEIGHBORHOOD (WEST) ON A SITE GENERALLY ADDRESSED AS 2155 KEENE ROAD UPON BENTON COUNTY ASSESSOR PARCEL NO. 122983000003003 (REVISED LOT 4 OF RS 5735) FROM AGRICULTURE (AG) AND SUBURBAN AGRICULTURE (SAG) TO PLANNED UNIT DEVELOPMENT (PUD) ALLOWING FOR A 108-UNIT SINGLE-FAMILY RESIDENTIAL AND TOWNHOME DEVELOPMENT AND PRELIMINARY PUD PLAN APPROVAL, CONTINGENT UPON THE RECORDING OF A DULY EXECUTED, DELIVERED, AND ACCEPTED PROPERTY USE AND DEVELOPMENT AGREEMENT.

Re: The Terraces at Queensgate South

WHEREAS, on January 9, 2023, the Richland Hearing Examiner held a duly advertised open-record public hearing to consider a preliminary Planned Unit Development (PUD) application and a petition to change the zoning of the property hereafter described as The Terraces at Queensgate South as submitted by Aqtera Engineering on behalf of Columbia Valley Property Holdings, LLC ("Petitioner"); and

WHEREAS, Petitioner also filed with the City of Richland, as the reviewing agency, a SEPA checklist indicating the expected environmental impact anticipated by such zone change and preliminary PUD plan; and

WHEREAS, on January 4, 2023, the City of Richland Planning Department reviewed the required SEPA checklist, assessed the environmental impact expected from the proposed land use action, and issued a Determination of Non-Significance (DNS) pursuant to Chapter 43.21c RCW after utilizing the optional DNS process in WAC 197-11-355 (*see* EA 2022-122); and

WHEREAS, on February 14, 2023, the Richland Hearing Examiner recommended approval of the requested rezone and approval of the preliminary PUD plan, subject to numerous conditions; and

WHEREAS, the Richland City Council has considered the recommendations and reports submitted in the record, and all comments and arguments made to it at the open-record public hearing and reiterated at the closed-record review hearing.

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

Section 1. The findings of fact and conclusions of law contained in the Richland Hearing Examiner's Report dated February 14, 2023, attached hereto as **Exhibit A** and incorporated herein by this reference, are hereby adopted as the findings and conclusions of the Richland City Council.

Section 2. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Planned Unit Development (PUD) when consideration is given to the interest of the general public.

Section 3. Contingent upon the recording, as provided in Section 6 hereof, and within 90 days of passage of this Ordinance, of a duly executed, delivered and accepted *Property Use and Development Agreement* substantially in the form attached hereto as **Exhibit B** by Petitioner for rezone and preliminary PUD plan approval of the property identified as The Terraces at Queensgate South, restricting the use and development of such property and providing for Planned Unit Development (PUD) of the approximate 20.67-acre site, more specifically described as follows:

20.67 acres located between Shockley Road (south) and Keene Road (north) and sitting immediately east of the Country Ridge residential neighborhood (west) on a site generally addressed as 2155 Keene Road upon Benton County Assessor Parcel No. 122983000003003 (revised lot 4 of RS 5735)

such land is rezoned from Agriculture (AG) and Suburban Agriculture (SAG) to Planned Unit Development (PUD) allowing for a 108-unit single-family residential and townhome development.

Section 4. Title 23 of the Richland Municipal Code and the Official Zoning Map of the City of Richland as adopted by RMC 23.08.040 are hereby amended by amending Sectional Map Nos.

16 and 17, which are two (2) of a series of maps constituting the Official Zoning Map of the City of Richland, as shown on the attached Sectional Map Nos. 16 and 17 bearing the number and date of passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City of Richland.

Section 5. Upon receipt of a duly executed *Property Use and Development Agreement*, as contemplated in Section 3 herein, the City Manager is authorized to execute the same for and on behalf of the City, and to file said document with the City Clerk.

Section 6. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached amended Sectional Map Nos. 16 and 17, duly certified by the City Clerk as a true copy, together with **Exhibit A** (Richland Hearing Examiner's Report) and **Exhibit B** (the duly executed *Property Use and Development Agreement*).

Section 7. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 8. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 9. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of May, 2023.

Terry Christensen, Mayor

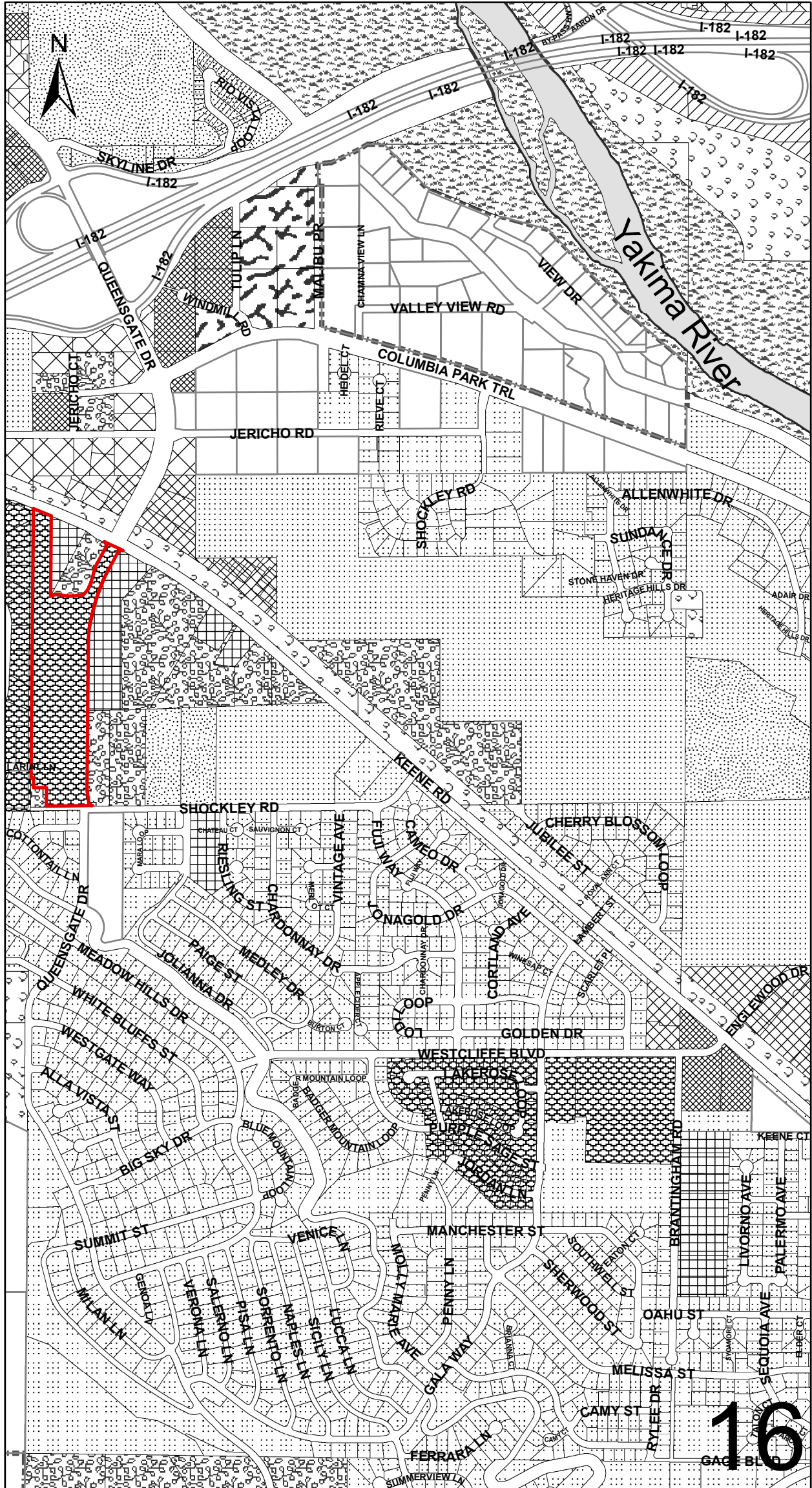
Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: April 18, 2023
Second Reading: May 2, 2023
Date Published: May 7, 2023





**BEFORE THE HEARING EXAMINER
FOR THE
CITY OF RICHLAND**

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“THE TERRACES AT QUEENSGATE SOUTH”
PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)**

FILE NUMBER: PUD2022-101

APPLICANT: AQTERA ENGINEERING, ON BEHALF OF
COLUMBIA VALLEY PROPERTY HOLDINGS, LLC

APPLICATION: PLANNED UNIT DEVELOPMENT (PUD) ON A 20.67-ACRE SITE, WITH 19 SINGLE FAMILY RESIDENTIAL LOTS, 89 LOTS FOR RESIDENTIAL TOWNHOMES, FIVE OPEN SPACE TRACTS, CONNECTIONS TO AND EXTENSIONS OF EXISTING PUBLIC STREETS, NEW INTERNAL STREETS, AND ASSOCIATED IMPROVEMENTS.

LOCATION: IMMEDIATELY EAST OF THE COUNTRY RIDGE NEIGHBORHOOD, GENERALLY LOCATED ON PROPERTY LYING WITHIN WHAT WOULD BE THE SOUTHWEST CORNER OF THE CURRENT QUEENSGATE AND KEENE ROAD INTERSECTION ALIGNMENT, SOUTH OF AND ABUTTING KEENE ROAD, NORTH OF AND ADJACENT TO SHOCKLEY ROAD.

PARCEL NUMBER: REVISED LOT 4 OF RECORD SURVEY NO. 5735, RECORDED ON NOVEMBER 15, 2022 WITH THE BENTON COUNTY AUDITOR’S OFFICE, PARCEL NO. 122983000003003* [NOTE: STAFF EXPLAINED THAT THE COUNTY ASSESSOR’S MAPS MAY NOT BE CURRENT, DUE TO BACKLOG IN UPDATING PARCEL BOUNDARIES TO REFLECT CHANGES MADE IN RECORDED INSTRUMENTS FILED IN THE LAST SEVERAL MONTHS]

REVIEW PROCESS: TYPE IIIA, PRELIMINARY PLANNED UNIT DEVELOPMENT,
HEARING EXAMINER RECOMMENDATION TO CITY COUNCIL

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO

CONDITIONS **DATE OF RECOMMENDATION:** FEBRUARY 14, 2023

I. CONTENTS OF RECORD.

All exhibits entered into evidence as part of the record, and an audio recording of the public hearing, are maintained by the Department, and may be examined or reviewed by contacting the City's public records officer.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding "The Terraces at Queensgate South" – Planned Unit Development, File No. PUD2022-101, dated January 9, 2022 (.pdf pages 1-28);

***NOTE:** *Staff assembled the Staff Report and all exhibits included as part of the initial Staff Report (numbered Exhibits 1-11) into a single .pdf file, with 306 pages. Additional written materials and records were submitted after the Staff Report was issued and the public hearing concluded, as authorized by the Hearing Examiner to address issues raised during the hearing. These later records are also included in the record but are not part of the same .pdf file. Exhibits 12-16 are in a second .pdf file, with just 10 pages.*

1. PUD Application Materials (.pdf pages 29-97);
2. Proposed PUD, with proposed plat maps (.pdf pages 98-102);
3. Contract No. 92-10 (.pdf pages 103-115);
4. Ordinance No. 2022-103 (.pdf pages 116-126);
5. Geotechnical Report & Soils Report (.pdf pages 127-201);
6. Landscaping Plan (.pdf pages 202-209);
7. Project Renderings (.pdf pages 210-212);
8. Traffic Impact Analysis (.pdf pages 213-247);
9. Public Notices & Affidavits (.pdf pages 248-256);
10. SEPA DNS & SEPA Checklist (.pdf pages 257-274);
11. Agency & Public Comments (.pdf pages 275-306);
12. Public Works Department memo dated Jan. 9, 2022, addressing traffic conditions and mitigation requirements;
13. Preliminary Plat site plan, sheet PP01, isolated showing only current PUD application and not other concepts for other projects that may be developed by same owner/applicant via future applications not included as part of this matter;
14. Applicant/Country Ridge HOA letter dated Jan. 9, 2022, proposing list of 4 'voluntary conditions' accepted and proposed by the applicant in return for HOA support of this pending PUD application;
15. Applicant's list of requested changes to Staff's proposed conditions of approval;

16. Staff Memo, dated Jan. 17, 2022, addressing issues raised during the public hearing and responding to the applicant's list of requested changes to proposed conditions of approval included in the Staff Report.

Testimony/Comments: The following persons were sworn and provided testimony under oath during the open-record hearing:

1. Mike Stevens, Planning Manager, for the City of Richland;
2. Caleb Stromstad, P.E., Applicant's project engineer and primary representative through review process;
3. Rick Simon, Applicant's land use consultant;
4. Mark Fickes, Applicant's attorney, did not provide factual testimony, but offered legal arguments and citations to relevant legal authority regarding the pending application;
5. Mike Froelich, local resident, lives in the adjacent Country Ridge neighborhood;
6. Nader Samaan, local resident, lives in the adjacent County Ridge Neighborhood on Appaloosa Way, also submitted detailed written comments included as part of Ex. 11, on .pdf pages 303-306.
7. Daniel Tissell, Assistant Engineering Manager for Kennewick Irrigation District, directed attention to KID written comments included as part of Ex. 11 on .pdf pages 285-291, requested specific easement and irrigation-related requirements as part of any PUD approval by the City.

II. APPLICABLE LAW.

Review Process. Under applicable provisions of the Richland Municipal Code (RMC), a preliminary planned unit development (PUD) application is subject to review as a Type IIIA procedure, where the Hearing Examiner is responsible for conducting an open record public hearing followed by a recommendation to the City Council. (*RMC 19.20.010(D)(2)*).

Approval Criteria for PUD. After considering Staff's recommendation and all information included in the record from the open record hearing process, the Hearing Examiner is authorized to recommend to the city council that the Preliminary PUD application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:

1. The PUD district development will be compatible with nearby developments and uses;
2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district; and

4. The development can be completed within a reasonable period of time. (See RMC 23.50.040(B)).

Subdivision Regulations. RMC 24.04.030, captioned “Application of regulations,” a part of the City’s subdivision code found in Title 24 RMC, expressly provides that:

The regulations contained in this title shall apply to the subdivision of any lot, parcel, or tract of land into two or more lots or tracts, or other division of land for the purpose of sale or building development, whether immediate or future, including the resubdivision or replatting of land or lots. The regulations shall apply in every situation where there is a dedication of streets, alleys, easements, or land for public use. (emphasis added).

Accordingly, a preliminary PUD that would divide land for the purpose of sale or building development, and/or includes a dedication of streets and other land for public use – as is the case in this PUD application – must comply with City subdivision regulations.

Preliminary PUD approval effective for one year. Following a recommendation from the Hearing Examiner, any preliminary planned unit development approval by the City Council shall be effective for one year from date of the second reading of the ordinance conditionally approving the preliminary planned unit development plan. The ordinance authorizing the planned unit development shall only confer development rights upon the applicant or his successor in interest upon submission and approval of a final development plan which shall be in substantial conformity with the preliminary planned unit development plan and must be submitted within one year of passage of the ordinance granting preliminary planned unit development. The petitioner shall submit to the administrative official for review within the provided time limit its final development plan as provided in the final approval section. The administrative official shall thereupon approve or disapprove the final development plan; provided, that such final plan shall only be disapproved if it fails to conform substantially to the plan approved by the city council, or if the final plan conflicts with RMC 23.50.070 (Changes and modifications). In the event such proposed plan is disapproved, the petitioner may, at his election, resubmit a modified final plan to the administrative official or stand upon his proposed final plan and appeal such ruling to the hearing examiner. If the hearing examiner disapproves the final development plan, that decision shall be final. (RMC 23.50.040(D)).

Burden of Proof. The burden of proof rests with the applicant, and the application must be supported by a preponderance of evidence demonstrating that it conforms to the applicable elements of the city’s development regulations, comprehensive plan and that any significant adverse environmental impacts have been adequately addressed. (RMC 19.60.060; HEx Rules of Procedure, Sec. 3.08 Re: Burden of Proof).

III. ISSUE PRESENTED.

Whether a preponderance of evidence in the record demonstrates that the applicant has met its burden to show that the pending application satisfies, or can be conditioned to satisfy, the City’s

criteria for Preliminary PUD approval, including applicable provisions found in the City's Subdivision regulations?

Short Answer: Yes.

Based on all the evidence, testimony, codes, policies, regulations, environmental documentation, and other information contained in the Record, the Examiner issues the following findings, conclusions and Recommendation to approve the Preliminary PUD as set forth below.

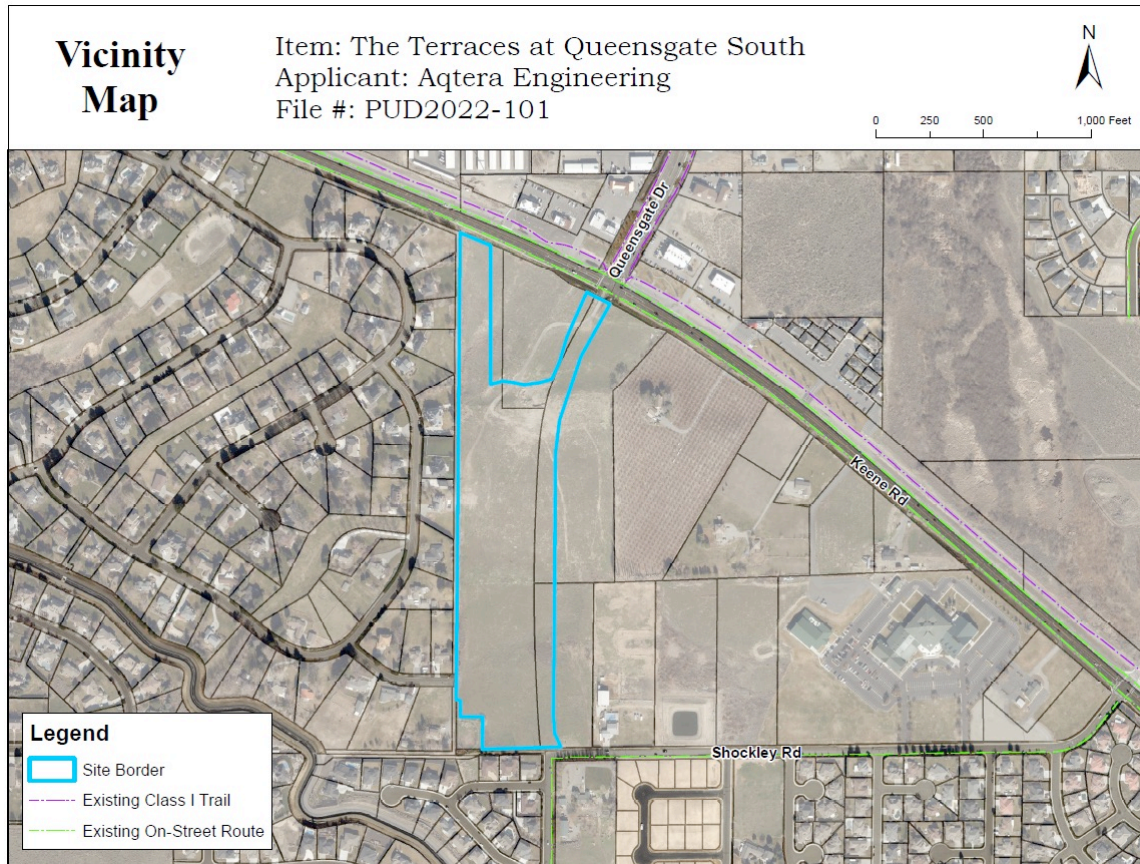
IV. FINDINGS OF FACT.

1. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such, including without limitation the project description and summary of proceedings.
2. The Staff Report and recommendation of approval includes a number of specific findings and conditions that establish how the underlying PUD application, as conditioned, satisfies provisions of applicable law, is consistent with the city's Comprehensive Plan, and is designed or conditioned to comply with applicable development standards and guidelines.

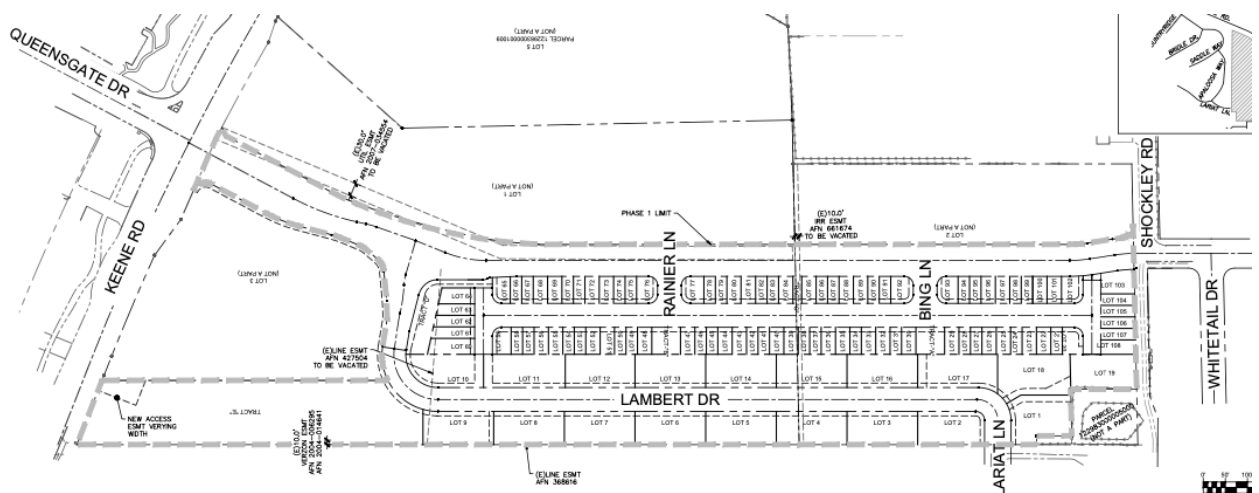
Background and Project Description.

3. As explained in the application materials, at some point in 2010, a group of property owners approached the City to amend certain Comprehensive Plan provisions that apply to the property addressed in this current matter, as well as adjacent properties not involved in this application. Objections to the previous property owners' proposal from the adjacent landowners in the Country Ridge neighborhood resulted in the City entering into a development agreement with the landowners, identified as Richland Contract No. 92-10. (Ex. 3). Over time, ownership of the property changed. Columbia Valley Property Holdings, LLC is the current owner and applicant in this matter.
4. Last year, the applicant/owner asked the City to amend several provisions in the 2010 Development Agreement known as Contract 92-10, with the support of the Country Ridge Homeowner's Association. (Ex. 4; Staff Report, page 9). The City Council approved amendments to Contract 92-10 through passage of Ordinance No. 2022-03. (Ex. 4).
5. There is no dispute that the terms of the Development Agreement, as amended by Ord. No. 2022-03, control how property covered by such agreement can be developed.
6. The amended Development Agreement provisions that cover the property addressed in this application generally allow for low density residential uses along the west, where the property abuts the Country Ridge neighborhood, and medium density residential uses moving east, further away from Country Ridge.

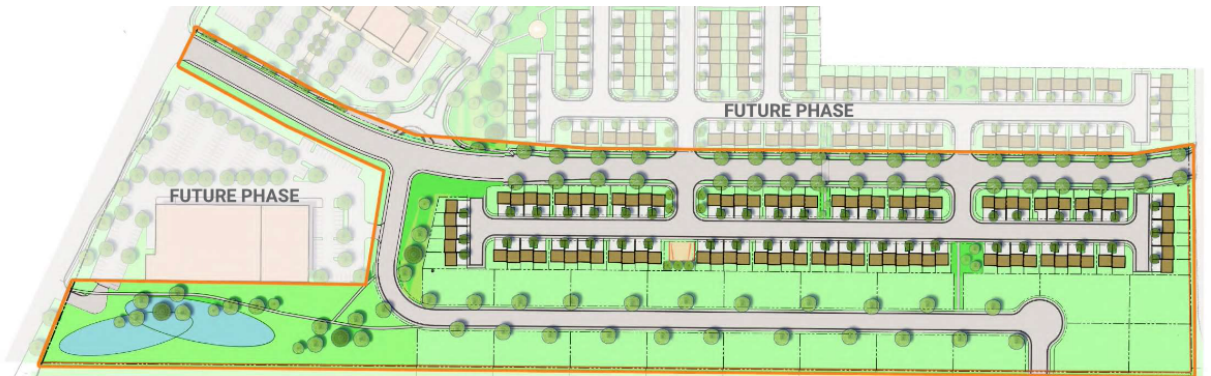
7. In mid-December of last year, Aqtera Engineering, on behalf of the current property owner (Columbia Valley Property Holdings, LLC), submitted the application addressed in this Recommendation, seeking approval of a Planned Unit Development (PUD)/Preliminary Plat known as The Terraces at Queensgate South. (*Ex. 1, application materials; Staff Report, page 6*).
8. The applicant's proposed PUD is situated on a 20.67-acre site, designed to include 19 single family residential lots on portions of the property closest to Country Ridge, 89 lots for residential townhomes located downhill and further east, five open space tracts, connections to and extensions of existing public streets, new internal streets, and associated improvements. (*Ex. 1, application materials; Ex. 2, proposed PUD/Plat site plans*).
9. The project site is immediately east of the Country Ridge neighborhood, generally located on property lying within what would be the southwest corner of the current Queensgate and Keene Road intersection alignment, south of and abutting Keene Road, north of and adjacent to Shockley Road. The PUD is located in Revised Lot 4 of a recent Boundary Line Adjustment, Record Survey No. 5735, recorded on November 15, 2022 with the Benton County Auditor's Office, Parcel No. 122983000003003. [*NOTE: Staff explained that the County Assessor's maps may not be current, due to backlog in updating parcel boundaries to reflect changes made in recorded instruments filed in the last several months*].
10. The property covered by the pending PUD application is outlined in blue on the following aerial photo provided on page 2 of the Staff Report:



11. The configuration of lots proposed for the PUD/Preliminary Plat are shown in the following screen shot from a part of *Exhibit 13*:



12. A screenshot from a portion of the Landscape Plan included as part of the application materials, on .pdf page 203, is provided below:



13. This application and Recommendation **does not include** any portions of property discussed in the application materials or drawings as “Future Phases”. Much of the written public comment materials address future commercial development that may occur on other property owned by the same applicant, but this application and Recommendation are expressly limited to the residential PUD application at hand.
14. The application materials include a detailed narrative credibly explaining how the project has been designed to comply with applicable provisions of the City’s Comprehensive Plan; the amended Development Agreement that applies to the property; PUD approval criteria found in RMC 23.50.030(B); required findings for a Preliminary Plat found in RMC 24.12.053; design standards found in RMC 24.16; and other findings required for applications of this type. (*Ex. 1, application materials, section captioned “Narrative Response”, with discussion on how The Terraces at Queensgate South project meets applicable review criteria, on .pdf pages 58-76*).
15. Staff issued public notices in accord with City practices, inviting comments from relevant agencies, surrounding property owners, and interested members of the general public. (*Exhibit 9, Notices and confirmation materials; Staff Report, pages 6 and 7*).
16. The City received 10 written comments from the general public and government agencies before the Staff Report was issued. (*Staff Report, page 7; Ex. 11, copies of all written comments*).

Public Hearing testimony, discussion of main comments.

17. The open-record public hearing for the application occurred on January 9, 2023, where the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. City staff, Applicant representatives and interested citizens appeared at the hearing or submitted written comments regarding the proposed PUD. The Examiner visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, multiple times over recent years in connection with other

development applications in the area and conducted a follow-up site visit after the hearing to evaluate specific comments from neighboring residents.

18. At the hearing, Mr. Stevens summarized his Staff Report and recommendation of approval for the proposed PUD.
19. The applicant's project engineer, Mr. Stromstad, submitted a new Exhibit, numbered 14, at the hearing, which is a letter-agreement between the applicant and the Country Ridge Homeowners' Association, listing 4 (four) "Voluntary Conditions" intended to address concerns raised by some Country Ridge homeowners. Those conditions would require a 6-foot masonry wall one foot east of the staked boundary line on the project's west side, where it abuts homes in the Country Ridge neighborhood; limit homes built on the western boundary of the project site to one-story ramblers; require the developer to stub a sewer line near the Lambert/Lariat connection, and if natural gas service will be part of the project, then the developer will stub a natural gas line at the same general location; and require the developer to maintain landscaping and fencing, and properly maintain the stormwater pond in Tract E. (*See Ex. 14*).
20. The applicant's land use consultant, Mr. Simon, accepted most all of the analysis and recommended conditions provided in the Staff Report, noting a few requested changes addressed elsewhere in this Recommendation. Mr. Simon also summarized the basis for the applicant's request to modify setbacks to allow for narrower but wider single-family lots along the western part of the project site, so fewer lots would touch Country Ridge properties, with 9 or 10 lots instead of up to 16 lots that might result if standard R-1-12 setbacks were applied. (*Ex. 1, application materials, discussion of reasons for modified setbacks proposed in the PUD on .pdf pages 72-73*). The applicant's counsel, Mr. Fickes, requested that several recommended conditions of approval should be deleted, and some others should be amended. The Examiner held the record open to allow the applicant to propose specific language they would prefer in conditions of approval, with additional time for Staff to share their thoughts on any changes requested or proposed by the applicant. Those materials were transmitted to the Examiner in the week following the public hearing, with the applicant's requested changes now included in the record as *Exhibit 15*, and the Staff response to such requests included as *Exhibit 16*.
21. Two Country Ridge residents spoke during the public hearing, Mr. Froelich and Mr. Samaan, noting their concerns about a possible reduction in the size of any "buffer" between the Country Ridge neighborhood and future commercial uses on a portion of property that is NOT included as part of this project. Mr. Samaan also reiterated several points made in his written comments, included as part of Ex. 11, including without limitation the need for the project to meet applicable standards, concerns about seeing garages and cars from his property uphill from the project, general concerns that commercial development (NOT included as part of this PUD) might change the character of the area, and concerns about the height of the proposed townhomes.

22. Finally, a staff member from the Kennewick Irrigation District (KID), Mr. Tissell, spoke at the hearing, and directed attention to irrigation-related conditions of approval requested by KID, detailed in a letter included as part of Exhibit 11. Those conditions were not included in the recommended conditions provided in the Staff Report but have been added (in modified form) by the Hearing Examiner to ensure that the applicant and future property owners are aware of their obligations and requirements associated with the irrigation district.
23. The irrigation district's letter included as part of Ex. 11 appears to exceed authority granted under state law, where they imply that formal subdivision approval is required by the district. (See Ex. 11, KID letter, on pages 288-89, proposed conditions 12-16). The Examiner notes that RCW 58.17.310(2) only requires approval by an irrigation district with jurisdiction over the matter when the proposed subdivision lies "*within an irrigation district of two hundred thousand acres or more.*" The Examiner takes official notice of the Kennewick Irrigation District's online website, where it includes a page link captioned "Your District", where a dropdown option to click on "About KID" includes that following information: "*The District serves over 20,200 acres of land within a 55,000 acre boundary.*" In any event, and consistent with RCW 58.17.310(1), the proposed plat will be conditioned and designed to properly address: "*conditions for approval that the irrigation district deems to be necessary regarding the proposed division's effect upon the structural integrity, including lateral support, of the irrigation district facilities, other risk exposures, and the safety of the public and irrigation district.*" The Record does not include any reference to city codes, statutory authority, or the existence of any Interlocal Agreement or similar legal instrument that vests authority with the irrigation district to formally approve subdivisions located within the City of Richland. The District is free to impose lawful conditions on customers and private parties through contracts or agreements, but preliminary plats should not be conditioned so as to require formal District approval. The District's requested conditions 12-16 should not be included as part of the City's approval for this PUD/preliminary plat and are not included in the conditions attached to this Recommendation.
24. In the end, no one offered a preponderance of evidence through the review and public hearing process – either in writing or in testimony – that would serve as a basis to deny the requested PUD. Instead, the application materials, the Staff Report, testimony from City Staff and applicant representatives, and professional consultant reports prepared to address traffic, soils, potential cultural resources, and other aspects of the project, all provide far more than a preponderance of evidence demonstrating how the requested PUD has been designed and can be conditioned to satisfy all applicable approval criteria. With four additional conditions detailed in Exhibit 14, it appears as though the PUD will not be opposed by the Country Ridge HOA.

PUD expressly allowed for project site.

25. As explained in the Staff Report, the project site lies on land addressed by a development agreement, Contract 92-10 as amended by Ord. No. 2022-103, which envisions an eventual rezone for the site (which can be accomplished via a PUD application like the one at hand), where low density residential uses are placed along the western side, and medium density

residential is placed further east, near the center of the applicant's property. (*Exhibits 3 and 4, the original Development Agreement and the ordinance amending the agreement, where the two conditions of the agreement addressing the residential uses allowed on the property [See Sec. 10(a) and (b) of Contract 92-10] remain unchanged, re: low density residential on the west adjacent to Country Ridge, and Medium Density Residential allowed in other areas up to an average density of 10 units per acre*).

Development Standards, Modifications requested.

26. The City's R-1-12 zone is typically assigned to areas designated for Low Density Residential uses in the Comprehensive Plan, with R-2 zoning typically assigned to areas designated for Medium Density Residential uses. (*See RMC 23.18.010(A) and (C)*).
27. Without modifications, the otherwise applicable development standards for residential zones are those found in the chart provided at RMC 23.18.040.
28. The application materials and the Staff Report explain that this PUD would modify several otherwise applicable development standards to make the project more compatible with adjacent uses, to make the best use of the existing topography, and to fulfill requirements and conditions of the amended Development Agreement. (*Staff Report, discussion of development standard modifications proposed in this project on pages 4-5*).
29. For instance, the application materials include the following detailed narrative, addressing the project design in the low-density part of the project, using shallow, wider single-family residential lots in the two tiers of lots abutting the Country Ridge neighborhood:

Net density for this portion of the site is 2.6 lots/acre, falling well below the 3 unit/acre standard contained in the development agreement. Two tiers of lots, separated by Lambert Drive adhere to the two tiers of lots requirement of the agreement. Rear yards of the lots abutting the Country Ridge property boundary satisfy the required conditions. Lots meet all R-1-12 zoning standards, except for proposed front and rear front yard setbacks.

The rationale for utilizing different setbacks is based on the shallow, wide lots that form this buffer area. With lots 75 feet in depth, standard setbacks would provide for a building envelope that is only 30 feet deep. Enlarging the building envelope by reducing both the front and rear setbacks gives home builders a 45 foot deep building envelope and affords much greater flexibility to build attractive homes. (Note: the proposed setbacks are 15 foot rear yard and 15 foot front yard for living areas. Garages would still need to meet a 20 foot setback standard to allow parking in the driveway.) A reduction of 10 feet in the rear yard setback would hardly be noticeable to the adjacent Country Ridge homeowners, particularly since there is a pedestrian/equestrian easement that runs between Country Ridge and the project site. Further, a six foot tall masonry wall will be built along the entirety of the western property boundary.

The net effect is that wide and shallow lots proposed for the project mean that there are fewer lots abutting the Country Ridge neighborhood. The proposal calls for nine single family home lots along the Country Ridge border. If minimum width R-1-12 lots (minimum lot width of 90 feet) were constructed along the western property boundary,

there would be up to sixteen lots. The lesser rear yard setback is appropriately mitigated by the combination of fewer lots, the additional separation created by the pedestrian easement and the construction of a masonry wall. Finally, the larger building envelope afforded by the setback reduction will allow for greater size and flexibility in home design which would also benefit the Country Ridge neighborhood, as larger homes will ensure that homes of similar size and value can be constructed adjacent to Country Ridge. The design of the project meets the overall intent of the R-1-12 zoning and the conditions of the development agreement. *(Ex. 1, application materials, narrative explaining reasons for requesting modifications to development standards on .pdf pages 72-73).*

30. The Staff Report explains that the townhome portion of this proposed development is intended to follow the current R-2 zoning standards for one-family attached dwellings (townhomes) regarding minimum lot sizes and minimum lot width. The current R-2 minimum lot size for townhomes is N/A or no minimum square feet. The minimum lot width is also N/A; however, the applicants are proposing a minimum lot width of 25 feet. *(Staff Report, page 4).*

31. The applicants are requesting the following modifications from the following R-2 zoning standards found in the chart at RMC 23.18.040:

Front yard setback: The R-2 front yard setback for townhomes is 20 feet; however, the applicants are proposing a 12-foot setback for upper stories (while maintaining the required 20-foot setback for the garage level).

Side yard setback: The R-2 side yard setback for townhome buildings is 6 feet; however, the applicants are proposing a 5-foot setback.

Rear yard setback: The R-2 rear yard setback is 25 feet; however, the applicants are proposing a 15-foot rear yard setback.

Maximum lot coverage: The R-2 maximum lot coverage standard is 50%. The applicants are requesting a 65% lot coverage allowance.

Maximum building height: The R-2 maximum building height standard is 30 feet. The applicants are requesting a maximum building height allowance of 40 feet.

32. The requested modifications are supported by a preponderance of credible evidence, including the application project narrative, and overall project design – which reflect appropriate concern for and consideration of neighboring property owners, including additional conditions of approval developed through discussions with the Country Ridge Homeowners Association. *(See Exhibit 14).* The proposed Conditions of Approval have been revised to specifically include the modifications to regular development standards proposed as part of this PUD application, as well as those recommended by the Country Ridge HOA.

33. The Examiner finds and concludes that the proposed PUD is designed to comply with, and/or can be conditioned to satisfy, appropriate development standards for properties in the applicable zoning districts. The proposed development includes peripheral treatment

features that ensure a proper transition between the proposed PUD residential uses (single family homes and residential townhomes) and nearby external uses and developments, which, as noted elsewhere, already include residential developments somewhat similar to those proposed in this application. The townhomes are to be placed downhill and further away from the existing uphill homes in the Country Ridge subdivision, with a masonry wall constructed to reduce visual, noise, and other potential impacts. Design features and conditions of approval all comprise a preponderance of evidence that demonstrates how this proposal fulfills the second PUD approval criteria, found at RMC 23.50.040(B)(2), which reads: “Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments.”

34. The Staff Report and the applicant’s detailed project narrative included in the application materials credibly summarize design considerations and proposed conditions that will ensure the proposed PUD meets relevant city development regulations and will not result in probable significant adverse impacts on surrounding properties. After issuing public notices and inviting comments in accord with applicable law, the City’s SEPA Responsible Official issued a Determination of Non-Significance (DNS) for this application on or about January 4, 2023. (*See Ex. 10, SEPA DNS issued for this project; and Staff Report, at page 7*).
35. The post-hearing materials submitted by the applicant team and the response generated by City staff (included as *Exhibits 15 and 16*) focus on a difference of opinion as to what conditions of approval should be included on parking, general off-site improvements, and possible impact fee credits, among other things. Having analyzed applicable codes and legal authority, and the evidence submitted by the parties, the following portions of this Recommendation summarize key facts and legal authority that warrant Conditions of Approval as included in the Recommendation.

Potential for Impact Fee Credits.

36. Exhibits 12, 15, and 16 show discussions and professional differences of opinion between Staff and the applicant on the subject of which road improvement conditions imposed as Conditions of Approval might qualify to provide the applicant with a “credit” for transportation impact fees that will apply to this project, which is located in the City’s “Traffic Impact Zone 1.”
37. The City’s “Road Impact Fee” (aka Traffic or Transportation Impact Fee, all of which mean the same thing) program is addressed in Title 12.03 of the Richland Municipal Code. RMC 12.03.060 addresses “Credits” and reads as follows: “*A credit, not to exceed the impact fee otherwise payable, shall be provided for the fair market value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the financing plan.*”
38. RMC 12.03.190 provides the public and project applicants with a welcome example of clarity and transparency, in the form of a Project List that specifies projects that are identified in the financing plan used to assess and spend traffic impact fees. Among the improvements

included in the traffic impact fee program for Traffic Impact Zone 1, where this project is located, are: 1. Queensgate Drive (Phase 1) – Keene Road to Shockley; and 2. Queensgate Drive/Keene Road intersection improvements. (See RMC 12.03.190(A)(1) and (2)).

39. To resolve the differences of opinion reflected in the post-hearing exhibits from the applicant and Staff, the Examiner has modified the conditions of approval to make a specific reference to relevant City code provisions that resolve the issue. In short, regardless of proposed language in any recommended condition from either the applicant or Staff, the only projects that are eligible for impact fee credits are those listed in RMC 12.03.190, and all requests for impact fee credits must be reviewed and applied based on language found in RMC 12.03.060.

On street parking should be required.

40. At the hearing, and in their post-hearing materials, the applicant asked that proposed condition no. 30 (generally requiring on-street parking) should be removed, because they designed their project to provide off-street parking spaces on proposed lots. Staff opposed such request, noting that streets are intended to provide on-street parking for residents and/or guests, and that similar on-street parking requirements are included for similar projects, like the recent Fairhaven Townhome Estates project. (See Ex. 16, post-hearing Staff memo, on page 2).
41. The Examiner agrees with Staff and finds that without adequate on-street parking incorporated as part of this project, the possibility exists that visitors or residents may park off-site in parts of the Country Ridge neighborhood street system, on holidays, Superbowl party days, or other days when future residents host get-togethers at their homes, and parking is in high demand within the new development. The Examiner respectfully declines the applicant's request to remove the on-street parking condition, so proposed Condition 30 should remain unchanged.

Conditions regarding Commercial development should be deleted.

42. Proposed conditions 50 and 51 address requirements that might apply if commercial uses were proposed as part of this project. Because there are no commercial aspects included as part of this pending application, the applicant's request, as agreed by Staff, is that conditions 50 and 51 should be deleted. Accordingly, the Examiner has marked through language in conditions 50 and 51, because they are not relevant to this application.

Cultural Resources considerations.

43. The applicant should be commended for engaging the services of qualified professionals to perform a complete onsite survey, literature review, and subsurface testing, to generate a Cultural Resources Report with its application materials. The full report was not included as a separate exhibit, based on state codes that exempt such reports from public disclosure in order to protect cultural resources and knowledge about their whereabouts from possible theft or vandalism, and the like. Staff shared relevant portions of the Report with the

Examiner to verify the results (no protected resources located on site, based on survey), and to obtain a copy of any attached Inadvertent Discovery Plan.

44. The state Department of Archaeology and Historic Preservation reviewed the report and concurred with the results – that there were no archeological resources found on the site during the survey. *(See Ex. 11, DAHP letter on .pdf page 294).*
45. DAHP explained: *“We concur with the results and recommendations made in the survey report. Specifically, as no archaeological resources were found during the survey, we do not recommend further archaeological supervision of the project. However, we ask that an Inadvertent Discovery Plan (IDP) be included as part of the construction permit.” (Ex. 11, DAHP letter on .pdf page 294).*
46. The Cultural Resources Report included an Inadvertent Discovery Plan, as Appendix B. Based on DAHP’s request, the Examiner has included the Inadvertent Discovery Plan as a new condition of approval for this project. *(See new Condition of Approval No. 80).*

SEPA Determination of Non-Significance was not rebutted.

47. Some testimony and written comments expressed concerns that views down into the development site will change, and somehow negatively impact mostly open vistas now enjoyed by adjacent property owners and residents. None of these concerns, regarding views or other potential environmental impacts, were supported by a preponderance of evidence or legal authority to show that the project will result in probable, significant environmental impacts. Thus, the DNS stands un rebutted for purposes of issuing this recommendation.
48. While the city’s code does not provide for appeals of SEPA threshold determinations to the City’s Hearing Examiner, as is the case in many Washington jurisdictions, the standards for how and when a Washington court would overturn a SEPA threshold determination, such as the DNS issued for this proposal, are worthy of consideration. To successfully overturn a SEPA DNS, a challenger must present actual evidence of probable significant adverse impacts of the Project. *Boehm v. City of Vancouver*, 111 Wn.App. 711, 718-719, 47 P.3d 137 (2002). A "clearly erroneous" standard applies when reviewing SEPA threshold determinations made by local and state governmental entities, such as the DNS issued for this project. *King Cty. v. Washington State Boundary Review Bd. for King Cty.*, 122 Wn. 2d 648, 661, 860 P.2d 1024 (1993). A challenged DNS may be reversed if, although there is evidence to support it, the reviewing authority is left with the definite and firm conviction that a mistake has been committed. *See Norway Hill Pres. & Prot. Ass 'n v. King County Council*, 87 Wn.2d 267, 274, 552 P.2d 674 (1976). In reviewing a SEPA threshold determination, a reviewing authority must first determine whether "environmental factors were considered in a manner sufficient to amount to prima facie compliance with the procedural requirements of SEPA." *Sisley v. San Juan County*, 89 Wn.2d 78, 84, 569 P.2d 712 (1977) (quoting *Juanita Bay Valley Com. v. Kirkland*, 9 Wn. App. 59, 73, 510 P.2d 1140 (1973)).

49. Procedural determinations by the City's SEPA responsible official, like the SEPA DNS threshold determination made for this proposal, shall be entitled to substantial weight in any subsequent proceedings. Such deference is mandated by Washington caselaw, including *Anderson v. Pierce County*, 86 Wn. App. 290 (1997) (holding that substantial weight is accorded to agency threshold determinations), and is required by *WAC 197-11-680(3)(a)(viii)* ("Agencies shall provide that procedural determinations made by the responsible official shall be entitled to substantial weight."), which provision is adopted by reference as part of the City's municipal code. (RMC 22.09.200).

Views across a neighboring property are not protected by city codes or Washington caselaw.

50. As noted above, several local residents raised general view loss concerns, like views across the mostly vacant project site being altered by the presence of new townhomes, new garages, driveways to access such homes, and general feelings about a loss of adjacent open space. These concerns do not serve as a basis to reject the proposal. In fact, evidence in the record firmly demonstrates how alleged aesthetic and view impacts were considered and included as part of the design for the project. A masonry wall will be constructed along the portion of the project site that touches upon existing single-family lots. An attractive landscaping plan will be implemented. These features will provide an additional level of privacy and separation from the new PUD. While some neighbors will be able to see changes in their views, none will be significant, largely because the entire project has been designed to comply with applicable bulk and scale standards found in city codes, with limited modifications to make the project more compatible with adjacent properties and site-specific topographic conditions. The project opponents cannot dispute that Richland city codes do not provide protection for general views from one property onto another. Comments opposing the project or seeking major modifications based on personal view considerations were not sufficiently supported and should be rejected.
51. In Washington, a person has no property right in the view across their neighbor's land. A constitutionally protected property interest exists when a plaintiff demonstrates that he or she possesses a "legitimate claim of entitlement" under the law. *Bd. of Regents of State Colls. v. Roth*, 408 U.S. 564, 577, 92 S. Ct. 2701, 33 L. Ed. 2d 548 (1972). Here, the Richland Municipal Code does not grant adjoining property owners a claim of entitlement in the protection of their views; the code does not require the city to deny a permit or other project application that might impair private views of lands beyond a landowner's property boundaries. Thus, any potential constitutional due process claims alleging view loss should fail.
52. Washington case law is very clear that there is no view protection in common law; nor are general views from a neighbor's property onto an adjoining property protected in City Codes at issue in this matter. See *Asche v. Bloomquist*, 132 Wn. App. 784, 133 P.3d 475, 2006 Wash. App. LEXIS 434 (Div. II, 2006). Simply put, project opponents do not have a common law right in a view across their neighbor's property. Any arguments based on assertions to this effect must be rejected.

53. Some comments and hearing testimony generally asserted that the new structures may be too tall or too close to their property, that new garages might be situated in a manner that can be seen from uphill backyard areas, and that the new development will somehow interfere with their preferred aesthetic and previous views out into a mostly vacant and undeveloped site. While not a perfect comparison, the Washington Supreme Court decision in *Durland v. San Juan County*, 182 Wn.2d 55, 340 P.3d 191 (2014), is persuasive authority on some issues raised in this application process. Durland argued that county building codes about the height and size of a proposed garage on a neighboring property created a property interest because they were intended to protect neighbors' views of the water. The Supreme Court rejected Durland's arguments, because the local codes did not contain mandatory language requiring the jurisdiction to consider neighbors' views of the water before issuing building permits for garage construction on nearby properties. Similarly, the neighbors in this matter directed attention to no city code provisions that would essentially serve as a basis to consider their preferred aesthetic for structures or developments that can be viewed from their house.
54. The Staff Report, testimony at the public hearing, and written materials included in the Record, all establish that the proposed application, as conditioned, satisfies all applicable PUD approval criteria.
55. Denial of the pending application – as conditioned below – would run counter to the Development Agreement provisions that apply to this project site in effect at the time a complete application for the proposed PUD was submitted. Zoning, density, environmental, transportation concurrency, utility availability, and other requirements needed for approval have all been satisfied as discussed herein and as detailed in the Staff Report.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

56. RMC 23.04.020 explains that: “*The general purpose of this title [Title 23, the City’s Zoning Regulations, including PUD provisions found in RMC 23.50] is to protect and promote public health, safety, morals, and general welfare through a well considered plan for the use of land*” and that “*It implements the comprehensive plan for the city of Richland adopted by Ordinance 26-97, passed October 6, 1997. It classifies land within the city into various land use zones each with appropriate zone designations and within each zone this title limits the use of land and limits the height, size, use and location of buildings and structures, and requires space for off-street parking. The economic stability of land use areas and conservation of building values are promoted and protected thereby.*” Further, “*Its provisions are designed to provide adequate light, air and access, to secure safety from fire and other dangers and to avoid excessive concentration of population in order to lessen traffic congestion, and to facilitate adequate provisions for transportation, water, sewerage, schools, parks and other public requirements.*” (emphasis added).
57. The effect of this provision boils down to this: compliance with the City’s Comprehensive Plan can be established, or at least partially established, through compliance with the city’s zoning regulations, which include PUD provisions, found in Title 23 of the Richland

Municipal Code – and terms of the Development Agreement that apply to this project. In this matter, substantial evidence in the record establishes compliance by the proposed PUD (as conditioned herein) with the city’s development regulations that are applicable to this project, thus implementing and complying with the City’s Comprehensive Plan. (*See Staff Report, all Findings; Development Agreement, as amended; Ex. 1, application materials, narrative discussion on .pdf pages 58-76*).

58. No one presented any credible, preponderance of evidence to rebut City staff’s determination explained in the Staff Report that the proposed PUD, with appropriate conditions, meets all applicable approval criteria.
59. The applicant’s submittals and the Staff Report establish that some aspects of the new PUD will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city’s goals and policies set forth in the Comprehensive Plan, construction of new roads, peripheral treatment features including a masonry fence and attractive landscaping, and other features that will serve to promote health benefits of a walkable, appropriately connected development that enhances the general appearance and viability of the surrounding community.
60. Except as modified in this Recommendation, all Findings, and statements of fact contained in the Staff Report, are incorporated herein by reference as Findings of the undersigned-hearing examiner.¹

A preponderance of evidence demonstrates the proposed project, as conditioned, satisfies PUD approval criteria.

61. Based on previous findings and evidence included in the record, the Examiner finds and concludes that the applicant met its burden to produce a preponderance of evidence demonstrating that, as conditioned, the proposed PUD: 1) will be compatible with nearby developments and uses; 2) includes sufficient and appropriate peripheral treatment features, including substantial landscaping, fencing (a masonry wall, for example), and an overall project layout, that ensures proper transition between the PUD with its residential uses and nearby external uses and developments, that are mostly residential; 3) the proposal will be consistent with the applicable Development Agreement, the City’s Comprehensive Plan, and with the purpose of the PUD district; and 4) the development can be completed within a reasonable period of time (in fact, almost no one disputed this fact), thus satisfying all four approval criteria for a PUD found in RMC 23.50.040(B). (*See Staff Report, analysis and findings on pages 11-16; Ex. 1, application materials, narrative explanation of how project satisfies applicable approval criteria, .pdf pages 58-76*).

¹ For purposes of brevity, only certain Findings from the Department’s Recommendation are highlighted for discussion in this Recommendation, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein.

A preponderance of evidence demonstrates the proposed project, as conditioned, satisfies City subdivision requirements, including all approval criteria for a preliminary plat.

62. Based on all evidence, exhibits and testimony in the record, the undersigned Examiner specifically finds that the proposed plat, as conditioned below, makes appropriate provisions for the considerations detailed in applicable law, including without limitation RMC 24.12.050, .053, and 19.60.095, and that the public use and interest will be served by the proposed plat and associated dedications and improvements. *(See all Findings above; Staff Report, analysis and findings; Ex. 1, application materials, narrative explaining how project satisfies applicable approval criteria, including City subdivision regulations found in Ch. 24.12 RMC, on .pdf pages 58-76).*

V. CONCLUSIONS OF LAW.

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed PUD, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the PUD meets the standards necessary to obtain approval by the City Council.
2. Far more than a preponderance of un rebutted evidence in this record establishes that this Preliminary PUD has been designed, or can be conditioned, to satisfy all applicable City Subdivision Regulations found in Title 24 RMC, including all approval criteria for a preliminary plat found in RMC Chapter 24.12.
3. The proposed conditions of approval as set forth in the Staff Report and modified herein are reasonable, supported by the evidence, and capable of accomplishment.
4. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

VI. RECOMMENDATION.

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visits to the area, **the undersigned Examiner recommends that the City Council APPROVE the "The Terraces at Queensgate South" Preliminary Planned Unit Development (PUD)** application (File No. PUD2022-101) and preliminary plat, subject to the attached Conditions of Approval, which are adopted herein by reference.

Recommendation issued: February 14, 2023.



Gary N. McLean

Hearing Examiner for the City of Richland

**CONDITIONS OF APPROVAL
FOR
“THE TERRACES AT QUEENSGATE SOUTH”
PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)/PLAT
FILE No. PUD2022-101**

In accord with authority granted in the Richland Municipal Code, the hearing examiner recommends approval of the above-referenced preliminary PUD/plat application subject to conditions, modifications and restrictions set forth below, all found necessary to make the application compatible with the environment, and carry out applicable state laws and regulations, and the regulations, policies, objectives and goals of the city’s comprehensive plan, zoning code, subdivision code, the applicable Development Agreement for the project site, and other ordinances, policies and objectives of the city.

General Conditions:

- A. Development of the PUD/plat shall be substantially consistent with drawings provided in the Preliminary PUD/Plat maps included as part of the application materials (*Ex. 1*), and *Ex. 13* (Sheet PP01), subject to modifications necessary to comply with these conditions of approval.
- B. No construction or site development activities related to the PUD/plat may be undertaken until required city approvals become effective, and the City and other regulatory authorities with jurisdiction issue applicable permits.
- C. The applicant shall comply with all professional report conclusions and recommendations submitted in connection with the preliminary PUD/plat and engineering reviews, as approved and/or amended by the City.
- D. Applicant shall be responsible for consulting with state and federal agencies, and tribal entities with jurisdiction (if any) for applicable permit or other regulatory requirements. Approval of a PUD/preliminary plat does not limit the applicant’s responsibility to obtain any required permit, license or approval from a state, federal, or other regulatory body. Any conditions of regulatory agency permits, licenses, or approvals shall be considered conditions for this project.
- E. The final engineering plans and submittals necessary to obtain final approval for the PUD/plat, shall conform to all applicable provisions of the Richland Municipal Code and the Conditions of Approval herein.
- G. **Approval of this PUD will not and does not constitute, nor does it imply any expectation of, approval of any administrative, quasi-judicial, or other permit or subsequent reviews that may be required for construction or other activities on any portion of this PUD – or for any future development proposals on adjacent properties owned by the same applicant.**
- H. The PUD/preliminary plat shall comply with all applicable provisions of the Richland Municipal Code, whether or not such provisions are enumerated or referenced in the approved preliminary PUD/plat plans, in the staff report or in this Recommendation. The burden is on the applicant to show compliance with applicable provisions of the RMC at every stage of development.
- I. Preliminary PUD/Plat approval shall be null and void if any condition enumerated herein is not satisfied.

Pre-Plat Specific Conditions

1. ~~The limits (boundary) of this phase are not clearly depicted on the pre-plat map and need to be. Please provide a clear border of Phase 1.~~ Accurate boundaries for this PUD/Preliminary Plat must be depicted on final plat maps, subject to review and approval by the Planning Manager.
2. ~~The preliminary plat is not showing any phase lines. Phasing is not required but if the project is to be phased during construction, phasing lines need to be shown on the pre-plat map.~~ The project will not be developed in phases.
3. If the existing city-owned storm pond at the Southwest corner of this project phase 1 is relocated and the intent is to purchase and develop that parcel, utilities and access should be extended to its border as part of the ~~phase 1~~ improvements required for this PUD/plat.

General Conditions:

4. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically. Addendums are not allowed and all information shall be supplied in full size (and electronic) format. When construction of the public infrastructure has been substantially completed, the applicant shall provide paper and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic record drawings shall be submitted in an AutoCAD format compatible with the City's CAD software. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to final plat.
5. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
6. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning work, per RMC Chapter 12.08. The applicant shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued.
7. Public utility infrastructure located on private property will require recording of a City standard form easement prior to final acceptance of the infrastructure. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final occupancy. Once received, the City will prepare the easement document and provide it to the developer. The developer

shall record the easement at the Benton County Assessor and return a recorded original document to the City.

8. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
9. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
10. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

11. Public improvement design shall follow the following general format:
 - A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details, Public Infrastructure Design Guidelines and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.
 - B. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - C. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - D. The minimum centerline finish grade shall be no less than 0.30% and the maximum centerline finish grade shall be no more than 10.0% for local streets. 12% can be allowed for local streets for short distances.
 - E. The minimum centerline radius for local streets shall be 100-feet.
 - F. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - G. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - H. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
12. If the project will be built in phases the applicant shall submit a comprehensive master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
13. If the City Fire Marshal requires a secondary emergency vehicle access (SEVA), it shall be included in the construction plan set and be designed to the following standards:
 - A. 2-inches compacted gravel, minimum (temp. SEVAs only).
 - B. Permanent SEVA's shall be paved with 2-inches of asphalt, minimum.
 - C. 2% cross-slope, maximum.
 - D. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.

- E. Be 20-feet in width.
- F. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept.

14. **SURVEY MONUMENT DESTRUCTION:**

All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.

- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). (WAC 332-120-030(2) and RCW 58.09.130).
- B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
- C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal, and then file a permit with the DNR. It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

15. A. The "Terraces at Queensgate South" preliminary PUD/plat is subject to the City's traffic impact fee program (RMC 12.03). Since this property is included within the traffic impact fee program, and since staff analysis indicates the project will create no unusual or unanticipated traffic impacts, it is exempt from the SEPA-related traffic study requirement (TIA). Payment of traffic impact fees assures that transportation concurrency requirements found in the Growth Management Act are satisfied. (See RMC 12.03.180).

B. Consistent with RMC 12.03.060, captioned "Credits", "*A credit, not to exceed the impact fee otherwise payable, shall be provided for the fair market value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the financing plan.*"

C. The developer is entitled to receive impact fee "credits" for the value of land, improvements, or construction provided by the developer for projects listed in RMC 12.03.190, not to exceed the impact fee otherwise payable. RMC 12.03.190 specifically lists "*1. Queensgate Drive (Phase 1) – Keene Road to Shockley; and 2. Queensgate Drive/Keene Road intersection improvements*" on the "Project List" used to assess and spend traffic impact fees in Traffic Impact Zone 1, where this project is located. ~~the developer of this proposed project shall receive "credits" for construction of~~

~~Queensgate Drive and improvements to the Queensgate/Keene intersection as allowed under RMC 12.03.~~

16. Queensgate Drive adjacent to this ~~phase 1~~ PUD/plat boundary shall be completed to City standards at the time of development. A complete road section (including curb & gutter, street lighting & storm drainage on both sides, and sidewalk on the west side) shall be built concurrent with phase 1 from Shockley Road to the southern limits of the future roundabout at the intersection with “Lambert Drive”. As a minimum requirement Queensgate Drive shall be constructed to the City’s rural section standard from that point North to Keene Road. Queensgate Drive shall be widened to 3-lanes at the intersection with Keene Road. Alternatively, the developer may, with the approval of the Public Works Director, improve Queensgate Drive and the Keene Road / Queensgate Drive intersection to include some or all of its final design features.
17. The developer and their engineer shall ensure that appropriate right-of-way width is provided for a future roundabout on Queensgate Drive at “Lambert Drive”, and also for the street width required for the future Queensgate build-out between “Lambert Drive” and Keene Road. The final design of Queensgate Drive and the roundabout may require additional right-of-way beyond what is proposed on the preliminary plat.
18. Improvements to the traffic signal at Queensgate Drive and Keene Road shall be completed with the extension of Queensgate Drive south of Keene Road prior to final plat of phase 1. These improvements shall include necessary signal adjustments, lane configurations, and pedestrian facilities as required by the City Traffic Engineer.
19. The Queensgate Drive improvements shall be extended across the 30-foot-wide Shockley utility corridor south of this parcel boundary and be contiguous with the existing Queensgate curb & gutter. New sidewalk shall also be extended from the end of the existing sidewalk to this parcel. A driveway shall be provided to allow for access to the utility corridor that lies west of Queensgate.
20. ~~Widening of existing Queensgate Drive south of Shockley Road, as directed by the Public Works Director, shall be completed to ensure appropriate vehicle and bike lane widths and alignment of the drive lanes at the Queensgate and Shockley intersection. This may involve installation of turn lanes as required by the Public Works Director.~~ To achieve proper lane alignment through the Queensgate Drive and Shockley Road intersection, additional widening south of Shockley Road shall be completed. Design lane alignment and taper lengths for the northbound and southbound vehicle and bicycle lanes shall be as required by the Public Works Director. Such improvements shall not exceed a distance of 500-feet south of the Shockley Road centerline.
21. “Lambert Drive” (an extension of Lariat Lane) shall be constructed as a city standard full-width local street from the western plat boundary to the western limits of the future roundabout at Queensgate Drive. It shall be constructed from that point as a rural section roadway to intersect with Queensgate Drive.
22. The “Lambert Drive” right-of-way can be narrowed to 54-feet and does not have to be 60-feet wide as shown on sheet PP05.
23. Per city standard details, a 5-foot-wide separated asphalt pedestrian pathway shall be provided adjacent to all rural section roadways.

24. A note will be shown on the face of the final plat stating that Queensgate Drive is classified as a “Major Collector” street. Subsequently, no driveways accessing single family lots will be allowed directly onto it.
25. The intersections with Queensgate Drive proposed for phase 1 are acceptable as shown, but any future changes will be subject to approval by the City Engineer.
26. The centerline radius of “Lambert” Drive is depicted as 47-feet (Sheet PP05 of the pre-plat). This needs correction as per Richland Municipal Code the minimum centerline radius for a local street is 100-feet. Alternatively, the applicant can construct a city standard “Local Street Right Angle Intersection” at this curve.
27. The proposed 40-foot-wide secondary emergency access (SEVA) easement between Lots 10 and 11 could be an extension of the roadway from the hammerhead turnaround to “Lambert” Drive. If the intent is for it to only be a SEVA, it can be reduced to 20-feet wide. Either way it shall be paved as it is a permanent feature.
28. Any roadways narrower than 32-feet shall have parking restricted on one side, and any roads narrower than 27-feet shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developer’s expense. The restricted parking areas shall be indicated on the construction plans and the final plat.
29. The 40-foot road corridor width shown on the preliminary plat at both ends of “Chelan Drive” implies a single-frontage street standard. If this is to be the case then parking shall only be allowed on the side of the street opposite from the home frontage.
30. City standard local streets are intended to support on-street parking. This development will create a demand for parking off of the developed lots, which could be alleviated if adequate parking is provided for on the City streets. Because of the density of the housing units and the number of proposed driveways there is a need to design available spaces for on-street parking. Driveway spacing and widths shall be designed to allow for a minimum of one on-street vehicle parking space per every two dwelling units.
31. The developer and their engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet City and ADA requirements, and also provide adequate separation between driveways and/or pedestrian ramp transitions; provided that the Public Works Director shall have discretion and authority to adopt and implement an updated design standard, authorizing curb modifications or combining depressed driveway access points for adjacent lots without a transition up to normal sidewalk in between so as to facilitate a final design that provides an adequate number of on-street parking spaces.
32. Adequate right-of-way shall be provided at street corners to allow for at least 1-foot of ROW behind the pedestrian ramp landings. Crosswalks between pedestrian ramps shall be designed to City standards. Crosswalks at stop-controlled intersections shall have cross-slopes less than 2%. Crosswalks crossing thru-streets shall have cross-slopes less than 5%. The road profiles shall be designed to accommodate this.
33. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements. The “hammerheads” at either end of “Chelan Drive” shall be constructed

to International Fire Code (IFC) requirements. This may require additional ROW or access easement to be dedicated.

34. Concrete sidewalks shall be installed around the entire perimeter of both hammerhead turnarounds.
35. Street names are not reviewed or vested until construction plans are submitted for review. The street names included on the pre-plat may not be approved or available during the construction plan review process.
36. Sidewalks & pedestrian pathways shall be installed along all public right-of-way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, HOA tracts, etc.).
37. Show vision-clearance triangles on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines.
38. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turnarounds built at the end of them. If the temporary turnaround is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

39. The proposed preliminary plat is located within both the Tapteal 1 and 2 water pressure zones. The closest Tapteal 1 watermain is located in Keene Road to the North, and the closest Tapteal 2 main lies in Shockley Road to the South and Lariat Lane to the West. It shall be the responsibility of the developer to extend both water mains to and through this property to adequately serve domestic water to the correct pressure zones at the time of project construction. These water mains shall be sized to adequately supply domestic water and fire flows to the proposed developments.
40. The extension of both water pressure zones into this project will require looping. Looping of the water system provides redundancy, increases flow and helps to eliminate stagnant water.
41. In accordance with municipal code, domestic water mains shall be extended to the adjoining properties adjacent to the preliminary plat, provided they are in the correct pressure zone.
42. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations or oversizing of the main where needed.
43. A 10-foot-wide exclusive water easement shall be provided for any water main that is outside of the public Right-of-Way.
44. The fire hydrant layout shall be approved by the City Fire Marshal.
45. In accordance with Richland Municipal Code Chapter 18.16.080, an irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for the residential portion of this development. Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer. The designing Engineer shall

submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.

Sanitary Sewer:

46. The closest sanitary sewer available for this development is located at in Keene Road to the North. It shall be the responsibility of the developer to extend a sewer main to and through this property to serve sanitary sewer to all parcels at the time of plat construction.
47. A 10-foot-wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
48. Sanitary sewer shall be extended to the adjoining properties adjacent to the preliminary plat.

Storm Water:

49. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. The Developer shall be responsible for compliance with the permit conditions. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
- ~~50. The proposed storm drainage and grading of all commercially zoned areas within the proposed development shall be shown on the plans (most grading and drainage plans must be prepared by a licensed civil engineer). If site contains at least 1,000 sq.ft. of new asphalt, and/or contains 30% or more impervious surfaces, storm drainage calculations from a licensed civil engineer are required. Stormwater shall be kept on site (on the developing commercial property that generated it). Stormwater shall not be flowed onto adjacent properties, or to the public Right of Way, without first obtaining written permission. [Deleted, because this project does not include Commercial development].~~
- ~~51. For commercially zoned properties; the on-site storm drainage systems shall be designed following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". Calculations shall be stamped by a registered professional Civil Engineer. The applicant's design shall provide runoff protection to downstream property owners. [Deleted, because this project does not include Commercial development].~~

52. All public storm drainage collection systems shall have their flow rate and storage capacity designed by a professional engineer following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". The storm water calculations shall be stamped by a professional engineer and shall include a profile of the storm system showing the hydraulic grade line. The calculations should include an accurate delineation of the contributing drainage area to accurately size the stormwater facilities. Passing the storm water downhill to an existing storm system will require an analysis of the downstream storm system to determine its capability of accepting the storm water without being overwhelmed. The applicant's design shall provide runoff protection to downstream property owners.
53. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
54. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
55. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
56. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond, then the engineer will need to demonstrate that the pond will drain itself within 72 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not percolate within 72 hours.
57. The amount of post-development storm runoff from the proposed site shall be in compliance with RMC Chapter 16.06.
58. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
59. The parcel occupied by the stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the city's needs for maintenance.
60. The developer shall consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. The City's typical storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal. If the pond location is deemed by City staff as being in a prominent location the developer shall design and install fencing and/or landscaping to mitigate the pond's visible character for the surrounding properties. If the City requires this type of treatment to the pond site, the developer may propose landscaping treatments consistent with the development and establish maintenance responsibilities to remain with the development. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will

tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation unless the developer intends to maintain an irrigated pond site. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above.

61. The developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. At 11 months after the final acceptance date the developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected the City will begin routine maintenance of the system and basin. The developer shall replace any plantings that have failed to survive the warranty period. The developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12-months following the date of final plat acceptance.

Final Platting Requirements:

62. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
63. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements or rights-of-way for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
64. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance.
65. Ten-foot-wide public utility easements will be required on the final plat along both sides of all rights-of-way within the proposed plat. They will also be required where the plat is adjacent to an existing right-of-way.
66. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
67. The final plat shall include notes identifying all common areas including any private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowner's association. A note shall be added to the face of the final plat that states: "*The private roads are for the use and benefit of the homeowners that abut said roads and are to be maintained by the owners. The City of Richland accepts no maintenance responsibility for private roads*".

68. A note shall be added to the face of the plat that states: “*The private drives within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable.*”
69. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
70. A one-foot “No access / screening easement” will be required along the Queensgate Drive Right of Way.
71. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
72. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.

Planning requirements:

73. Future development phases 2 and 3 shall be removed from the phasing plan and shall be considered stand-alone projects requiring additional review and permitting from the City.

Additional Conditions added based on post-hearing submittals from the applicant and Staff (Exhibits 15 and 16):

74. Homes built within the Planned Unit Development shall meet the following minimum standards, modifying otherwise applicable development standards found in RMC 23.18.040. Except as modified in this Condition, all other development standards found in City codes for the R-1-12 (Low Density Residential) Zone shall apply to portions of the project with single-family lots, and those for the R-2 (Medium Density Residential) Zone shall apply to portions of the project with townhomes.

A. Detached single family lots:

- i) Front yard setbacks shall be 15 feet for living areas and 20 feet for the garage;
- ii) Side yard setbacks shall be 10 feet;
- iii) Rear yard setbacks shall be 15 feet;
- iv) Building setbacks from private access easements shall be 6 feet;
- v) Maximum lot coverage shall be 40%;
- vii) Maximum building height shall be 30 feet;
- viii) Maximum accessory building height shall be 16 feet;
- ix) Residences along the western boundary of the site, adjoining the Country Ridge subdivision shall be limited to one-story ramblers. (Story is defined in RMC 23.06.875. No basements, lofts or second floors of any kind including bonus rooms over the garage shall be permitted.)

B. Townhomes:

- i) Front yard setbacks shall be 20 feet at garage level and 12 feet for upper stories;
- ii) Side yard setbacks shall be 0 feet for interior units and 5 feet for end units;
- iii) Rear yard setbacks shall be 15 feet;
- iv) Maximum lot coverage shall be 65%;
- v) Maximum building height shall be 40 feet.

75. Columbia Valley Property Holdings, LLC, (hereinafter “The Developer,”) shall construct a six-foot masonry wall consistent with the Development Agreement (as Amended, see Exhibits 3 and 4 of the Staff Report), one foot east of the staked boundary line. The staked boundary line refers to the stakes placed by The Developer’s surveyor along the western boundary of the project site on September 6, 2022. Installation of said six-foot masonry wall shall be completed prior to building the residential structures along the western boundary of the PUD.

76. The Developer agrees that the single-family residences along the western boundary of the project site will be one-story ramblers. As used herein, ‘story’ is defined in RMC 23.06.875, and there shall be no basements, lofts, or second floors of any kind including over the garage bonus rooms.

77. The Developer shall stub a sewer line in the general area of the planned Lambert Dr./Lariat Ln. connection. If natural gas will be included as a part of the Project, then the Developer shall stub a natural gas line in the general area of the planned Lambert Dr./Lariat Ln. connection.

78. The Developer shall maintain the required landscaping and fencing in good condition within the PUD while the Developer owns any lots within the project site, and the stormwater pond Tract E shall be maintained in accordance with approval conditions 60 and 61 above.

Irrigation system conditions, based on those requested by the Kennewick Irrigation District.

79. A. Nothing in these Conditions grants the irrigation district any authority it does not hold in relevant statutes, including without limitation RCW 58.17.310(2) (includes language that excludes smaller irrigation districts, like KID, from those with authority to formally approve subdivisions).

B. The following irrigation system conditions shall apply to the Plat, as requested by KID (*See KID letter, included as part of Ex. 11, .pdf pages 285-291, for copy of items referenced below*):

- 1) The plat shall include the following irrigation easements consistent with KID requirements:
 - a. Dedicate to KID an irrigation easement 10 feet in width via a recorded deed to match irrigation system components, centered on an irrigation pipeline.
 - b. On all lots within the plat, dedicate to KID an irrigation easement 10 feet in width, or five (5) feet in width if adjacent to a utility easement, located along the road frontage of each lot. An irrigation easement may be included within the 'sidewalk and utility' easement if one is proposed, denoting the easement as a "Sidewalk, Utility, and Irrigation Easement."
- 2) The Applicant is required to install an irrigation system that conforms to the most recent edition of the KID Standard Specifications pursuant to Resolution 86-15-A. This includes providing distribution pipelines adequate to provide individual pressurized irrigation services to each lot within the preliminary plat. This system will be dedicated to KID upon completion, at the time of final plat.
 - a. KID Standard Specifications require a storage pond facility be constructed and sized appropriately for this plat application. Please dedicate this storage facility as a tract of land deeded to the KID. In addition, the KID Standard Specifications require a pump station facility be constructed and sized appropriately for this plat application.
 - i. The KID point of connection or irrigation water source for this development will be at the Badger East Canal, milepost 11.5 or 11.8. Please refer to the attached **Exhibit 'A'**.
 - b. **As an alternative** to a pond, pump station, and other "on-site" construction requirements per KID Standards Specifications, the Applicant and KID may mutually agree that it is in each of their best interests that other "off-site" improvements may be made to allow for the delivery of pressurized irrigation water to the plat. The other improvements would be proportionate and equal to the "on-site" requirements and may include:
 - i. Contributions made towards a regional pump facility.
 - ii. The installation of pipelines off site.
 - iii. Entering into a Voluntary Mitigation Agreement with KID.
- 3) Design of the required irrigation system must be approved by KID prior to installation. The Applicant is required to submit an irrigation plan designed by a professional engineer for review and approval by KID. The plan may be hand drawn or computer drafted. The plan shall be accurate and to a scale not to exceed one (1) inch = 50 feet. This is a vital step of the approval process. In addition to compliance with condition 2 above, the plan must ensure all reasonable measures are taken to protect any easements, rights-of-way, and facilities. Please contact Daniel Tissell at 586-6012 for more information regarding this irrigation plan.

- 4) Completion of all the facilities, consistent with an irrigation plan approved by KID, is required prior to KID signature on the final plat.
 - a. In the event any KID facilities are damaged during construction, the damage must be fully repaired to KID's then-existing standards.
 - b. For each phase of the plat, KID review and approval of construction and grading plans is required to allow KID to assure all reasonable measures to protect any easements and rights-of-way. Such review and approval will be coordinated as part of City review and the final plat approval process.
 - c. KID must inspect any new irrigation system installations or modifications. The Applicant shall contact KID to schedule an inspection at least two business days in advance of the desired inspection date.
 - d. As an alternative to immediate construction prior to approval of the final plat, the Applicant may choose to delay installation of the irrigation system by entering into a facilities installation agreement with KID. The Applicant must still provide KID with an irrigation system design that conforms to the most recent addition of the KID standard specifications. This irrigation system may be bonded and delayed up to five years. The facility installation agreement charge is \$350.00. The Applicant must establish an approved bonding mechanism with KID in an amount approved by KID.
- 5) Prior to approval of each phase, the current year's assessment must be paid. If the final plat is submitted for review after May 31st of a given year or submitted for review prior to May 31st but not submitted for final approval prior to June 15th, the next year's estimated assessment (125% of the current year's assessment) must be paid prior to plat approval.
- 6) Prior to approval of the first phase, the USBR construction loan for **all parcels** owned by the property owner within the boundaries of the KID must be paid. According to KID records, the subject property is the only property owned by the property owner at this time within KID boundaries.
 - a. The current construction loan payoff rates provided by the USBR is \$13.20/acre. The total construction loan payoff amount for this project is **\$477.18**.
- 7) The review and inspection fees in place at the time of each review request must be paid. At the time of application the review fees are as follows:
 - a. A Preliminary Plat review fee of **\$825.00** which must be paid prior to scheduling for final plat approval at a KID Board meeting for the first phase.
 - b. For each phase an inspection fee of **\$350** for the first 20 lots/tracts plus \$25 per lot/tract after 20 lots/tracts.
 - c. Final plat review fee for each phase of **\$225.00**.

- 8) Per KID Policy 4.17, "Irrigable Land Recalibration Principles," as land within the plat is subdivided or developed, KID will remove the irrigation water allocation from the impermeable surfaces, such as streets, from the plats.
- 9) In order to receive KID irrigation water delivery, a water master (or point of contact) for the subdivision must be appointed. This water master can be appointed by the Homeowners Association (or similar organization) officers or must be elected from among the property owners within the boundary of this proposed subdivision. If no HOA (or similar organization) is organized, then an election method similar to the attached document is required.
- 10) Prior to approval of each phase, an electronic file (AutoCAD 2018 format or later) and hard copy (6-mil mylar, sealed by a professional engineer) of construction as-builts must be provided to KID.
- 11) Please include the following irrigation title block on future final plats related to the proposed preliminary plat:
 - a. I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, AND THAT THE IRRIGATION EASEMENTS SHOWN ON THIS FINAL PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____ A.D.

Inadvertent Discovery Plan, condition requested by DAHP.

80. To ensure compliance with state laws protecting archaeological resources that might be discovered during ground disturbance work, the Developer shall comply with provisions of the Inadvertent Discovery Plan (IDP) included as Appendix B to the Cultural Resources Report prepared for this property, and adjacent property owned by the applicant, a copy of which is republished below on the following pages:

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Queensgate Mixed-Use Development Inadvertent Discovery Plan

October 22, 2021

Project Location

USGS Quadrangle: Richland, Washington 7.5'
Township: 9 N, Range: 28 E
Section: 22

Project Description

The project includes the construction of a mixed-use commercial facility on approximately 19.59 hectares (48.42 acres) of land located at the intersection of Keene Road and Queensgate Drive in Richland, Washington. Project activities including excavation and grading, as well as other general construction activities, will take place throughout the project area. The anticipated maximum depth of excavation for this project is approximately 3 meters (10 feet).

The project area is located in Benton County, Section 12 of Township 9N, Range 28E and is uniquely identified as Benton County tax lots #122983000001009, #122983000002001, #122983000002002, #122983000003002, and #122983000004000 (Figures 1 and 2).

Project Area

The Project area contains approximately 19.4 hectares (48 acres) located in Benton County, in Township 9 North, Range 28 East in Section 22 of the Richland, WA 7.5' USGS Quadrangle.

Inadvertent Discovery Plan

This inadvertent discovery plan (IDP) was prepared to support project activities described above. This plan was prepared to provide field personnel a process for the Inadvertent discovery of cultural resources and/or human remains identified during fieldwork for the project.

Recognizing Cultural Resources

A cultural resource discovery could be prehistoric or historic. Examples include the following:

- An accumulation of shell, burned rocks, or other food-related materials
- Bones or small pieces of bone
- An area of charcoal or very dark-stained soil with artifacts
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips)
- Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years
- Buried railroad tracks, decking, or other industrial materials

When in doubt, assume the material is a cultural resource.

Onsite Responsibilities

STEP 1: Stop Work

If any employee, contractor, or subcontractor believes that he or she has uncovered a cultural resource at any point in the project, all work must stop immediately in the vicinity of the find. Notify the appropriate party(ies) as outlined in steps 2 through 4. The area surrounding the find must be secured using pin flags, stanchions and rope, or other appropriate delineation to provide for the security and protection of the discovery.

STEP 2: Notify the Archaeological Monitor

If there is an archaeological monitor for the project, notify that person. If there is a monitoring plan in place, the monitor will follow the procedure as described.

STEP 3: Notify the Project Manager

Notify the identified project manager of this project or other applicable contacts:

Project Manager

Caleb Stromstad, PE
Aqtera Engineering
Phone: (509) 845-0208
Email: caleb@aqtera.com

Alternate Project Contact

TBD

Project manager responsibilities include the following:

- **Protect the Find:** The project manager is responsible for ensuring that the project takes appropriate steps to protect the discovery site while all necessary assessments and notifications are completed. As stated in steps 1 and 2, all work will stop immediately in the surrounding area, and the area will be secured to protect the integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to enter the area of the discovery. See the section of this plan titled "Resuming Work" for further instruction on how and when work may resume.
- **Direct Project Activities Elsewhere Onsite:** The project manager may direct project activities to continue in areas away from cultural resources for working in other areas prior to contacting the concerned parties.
- **Contact the Project Archaeologist:** If the assigned project archaeologist has not yet been contacted, the project manager must do so.

STEP 5: Notify the Professional Archaeologist

Notify the identified professional archaeologist serving as the archaeologist for this project (if a monitor is not present)

Professional Archaeologist(s)

Molly Swords, Professional Archaeologist, GRAM Northwest, LLC
1201 Jadwin Ave., Richland, WA 99352
Phone: (703) 283-5175
Email: molly.swords@gramnorthwest.com

Stacie Sexton, Professional Archaeologist, GRAM Northwest, LLC
1201 Jadwin Ave., Richland, WA 99352
Phone: (509) 713-6806
Email: stacie.sexton@gramnorthwest.com

The professional archaeologist's responsibilities include the following:

- **Identify Find:** The professional archaeologist will examine the area to determine if there is an archaeological find.
 - If it is determined not to be a cultural resource/archaeological find or human remains, work may proceed with no further delay.
 - If it is determined to be a cultural resource/archaeological find or human remains, the professional archaeologist will continue with all notifications.
- If the find may be human remains or funerary objects, the Project Archaeologist will ensure that a qualified physical anthropologist examines the find. **If the find is determined to be human remains, the procedure described in the section of this plan titled "DISCOVERY OF HUMAN REMAINS" will be followed.**
- **Notify Appropriate Parties:** If the find is determined to be a cultural resource, the professional archaeologist will notify the appropriate parties. Notifications may include the following:
 - **Agency Contact:** The professional archaeologist will contact the designated point of contact for the City of Richland.
 - **Washington Department of Archaeology (DAHP):** The professional archaeologist will contact DAHP.
 - **Tribes:** If the discovery may be of interest to Native American Tribes, the professional archaeologist, the Agency point of contact, and the DAHP will coordinate with the interested and/or affected Tribes.
- **Record the Find:** The project archaeologist will work with DAHP and the consulting parties as appropriate to determine how to record the find. Methods for recording will likely require completion of a Washington State Archaeological Site or Isolate Form.

Resuming Work

Work outside of the discovery location may continue while documentation and assessment of the cultural resources proceed. The professional archaeologist must determine the final boundaries of the discovery location.

Work may continue at the discovery location only after the process outlined in this plan is followed and the project manager, DAHP, and any affected Tribes (if applicable) determine that appropriate documentation has been completed.

Discovery of Human Remains

The inadvertent discovery of human skeletal remains on non-federal and non-Tribal land in the state of Washington is implemented under RCW 68.50.645, 27.44.055, and 68.60.055. The information below in

italics for the inadvertent discovery of human remains was obtained from the Washington State Department of Archaeology and Historic Preservation web page (<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>).

In the event that human remains are encountered during field-related project activities, the following steps will be implemented.

Step 1: Stop Work Immediately

If ground disturbing activities encounter human skeletal remains during the course of data collection or construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance.

(<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>)

In order to secure the discovery, a temporary fencing system such as posts and rope or similar protection measures will be placed around the discovery. Work in the immediate area of the discovery will be discontinued, however; work outside the discovery area may continue.

When an inadvertent discovery is encountered, staff will take measures to avoid further disturbance of the area. Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect. Cultural materials shall not be moved from the location of the discovery. Photographs shall not be taken of bones unless photographs are needed to assist in the determination of the remains to be human or animal.

Step 2: Notification Process

The finding of human skeletal remains will be reported to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or nonforensic.

(<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>)

In the event of the discovery of human remains, the following individuals will be contacted:

Benton County Coroner
William Leach, Coroner
7110 West Okanogan Pl. Building A, Kennewick WA 99336
Phone: (509) 736-2720
Email: william.leach@co.benton.wa.us

Benton County Sheriff
Address: 7122 West Okanogan Pl. Building B, Kennewick, WA 99336
Phone: (509) 735-6555

City of Richland Point of Contact
TBD

Step 3: Jurisdictional Authority

If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take

jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

(<http://www.dahp.wa.gov/programs/human-remains-program/ldplanguage>)

DAHP Contact

Guy Tasa, State Physical Anthropologist

Phone: (360) 586-3534

Email: Guy.Tasa@dahp.wa.gov

Exhibit B to Ordinance No. 2023-07

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the CITY OF RICHLAND, a Washington municipal corporation, and Columbia Valley Property Holdings, LLC, a Washington limited liability company ("Developer").

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

WHEREAS, the City of Richland is currently entertaining an application by Petitioner for a change of zone covering approximately 20.67 acres of Benton County Tax Parcel No. 122983000003003 (Revised Lot 4 of RS 5735) located between Shockley Road (South) and Keene Road (North) and sitting immediately east of the Country Ridge residential neighborhood (West) (hereinafter the "Property") and more particularly described in Ordinance No. 2023-07.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from Agriculture (AG) and Suburban Agriculture (SAG) to Planned Unit Development (PUD), allowing a 108-unit single-family residential and townhome development, Developer for itself, and for and on behalf of Developer's heirs, successors and assigns, covenants and agrees to build the 108-unit single-family residential and townhome development in substantial conformity with the Preliminary PUD/plat maps described below, as required by RMC 23.50.040(D), subject to the following conditions:

A. Overall Conditions:

1. Development of the PUD/plat shall be substantially consistent with drawings provided in the Preliminary PUD/Plat maps included as part of the application materials (*Ex. 1*), and Sheet PP01 (*Ex. 13*), subject to modifications necessary to comply with these conditions of approval.
2. No construction or site development activities related to the PUD/plat may be undertaken until required city approvals become effective, and the City and other regulatory authorities with jurisdiction issue applicable permits.
3. The applicant shall comply with all professional report conclusions and recommendations submitted in connection with the preliminary PUD/plat and engineering reviews, as approved and/or amended by the City.
4. Applicant shall be responsible for consulting with state and federal agencies, and tribal entities with jurisdiction (if any) for applicable permit or other regulatory requirements.

Approval of a PUD/preliminary plat does not limit the applicant's responsibility to obtain any required permit, license or approval from a state, federal, or other regulatory body. Any conditions of regulatory agency permits, licenses, or approvals shall be considered conditions for this project.

5. The final engineering plans and submittals necessary to obtain final approval for the PUD/plat, shall conform to all applicable provisions of the Richland Municipal Code and the Conditions of Approval herein.
6. Approval of this PUD will not and does not constitute, nor does it imply any expectation of, approval of any administrative, quasi-judicial, or other permit or subsequent reviews that may be required for construction or other activities on any portion of this PUD – or for any future development proposals on adjacent properties owned by the same applicant.
7. The PUD/preliminary plat shall comply with all applicable provisions of the Richland Municipal Code, whether or not such provisions are enumerated or referenced in the approved preliminary PUD/plat plans, in the staff report or in this Recommendation. The burden is on the applicant to show compliance with applicable provisions of the RMC at every stage of development.
8. Preliminary PUD/Plat approval shall be null and void if any condition enumerated in this Agreement, the 2010 Property Development Agreement (as amended; attached hereto as **Exhibit A**), or Ordinance No. 2023-07 is not satisfied.

B. Pre-Plat Specific Conditions:

1. Accurate boundaries for this PUD/Preliminary Plat must be depicted on final plat maps, subject to review and approval by the Planning Manager.
2. The project will not be developed in phases.
3. If the existing city-owned storm pond at the southwest corner of this project is relocated and the intent is to purchase and develop that parcel, utilities and access must be extended to its border as part of the improvements required for this PUD/plat.

C. General Conditions:

1. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically. Addendums are not allowed and all information shall be supplied in full size (and electronic) format. When construction of the public infrastructure has been substantially completed, the Developer shall provide paper and electronic record drawings in accordance with the City's "Record Drawing Requirements." The electronic record drawings shall be submitted in an AutoCAD format compatible with the City's CAD software. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to final plat approval.

2. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the Developer and the Developer's engineer. All required comments/conditions from all appropriate reviewing jurisdictions (e.g. Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one (1) comprehensive set of drawings and resubmitted, if necessary, for final permit review and issuance. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the Developer to obtain.
3. Any work within the public right-of-way or easements or involving public infrastructure, will require the Developer to obtain a right-of-way construction permit prior to beginning work, per Chapter 12.08 RMC. The Developer shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans as provided in the City's Fee Schedule. This public infrastructure plan review fee shall apply each time a project is submitted for review. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued.
4. Public utility infrastructure located on private property will require recordation of a city standard form easement prior to final acceptance of the infrastructure. The City requires preparation of the legal description for the easement by the Developer at least two (2) weeks prior to the scheduled date of final occupancy. Once received, the City will prepare the easement document and provide it to the Developer for recordation. The Developer shall record the easement with the Benton County Auditor and return a recorded original document to the City.
5. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
6. All plan sheets involving construction of public infrastructure shall be stamped by a current Washington State licensed professional engineer.
7. A copy of the preliminary plat shall be supplied to the U.S. Post Office and all locations of future mailbox clusters approved prior to final plat approval.

D. Design Standards:

1. Public improvement design shall follow the following general format:
 - a. All materials and workmanship shall be in conformance with the current version of the City of Richland Standard Specifications and Details, Public Infrastructure Design Guidelines and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Visit the City's website to confirm the latest set of standard specifications.
 - b. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - c. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - d. The minimum centerline finish grade shall be no less than 0.30% and the maximum

centerline finish grade shall be no more than 10.0% for local streets. 12% can be allowed for local streets for short distances.

- e. The minimum centerline radius for local streets shall be 100 feet.
 - f. Final design of the public improvements shall be approved at the time of the City's issuance of a right-of-way construction permit for the proposed construction.
 - g. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - h. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one (1) year from the date of the letter of acceptance by the City of Richland.
2. If the project will be built in phases . . . INTENTIONALLY OMITTED. See Section 2. under Pre-Plat Conditions.
3. If the City Fire Marshal requires a secondary emergency vehicle access (SEVA), it shall be included in the construction plan set and be designed to the following standards:
- a. 2-inches compacted gravel, minimum (temporary SEVAs only).
 - b. Permanent SEVAs shall be paved with a minimum of 2-inches of asphalt.
 - c. 2% cross-slope, maximum.
 - d. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - e. SEVAs must be 20-feet in width.
 - f. Have radii that accommodate City fire apparatus.
- Secondary emergency vehicles accesses shall be 20-feet wide as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal; provided, however, that turn-outs are required at a spacing acceptable to the Richland Fire Department.
4. Survey Monument Destruction: All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the Developer shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.
- a. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). See WAC 332-120-030(2) and RCW 58.09.130.
 - b. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. See WAC 332-120-030(2).
 - c. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. See WAC 332-120-030(3).

When a monument must be removed during an activity that might disturb or destroy it, a licensed engineer or land surveyor must complete, sign, seal, and then file a permit with the Department of Natural Resources. The designing engineer is responsible for identifying the

affected monuments on the project plans and including a construction note directing them to the DNR permit.

E. Traffic & Streets:

1. The Terraces at Queensgate South preliminary PUD/plat is subject to the City's traffic impact fee program (Ch. 12.03 RMC). Since this property is included within the traffic impact fee program, and since staff analysis indicates the project will create no unusual or unanticipated traffic impacts, the project is exempt from the SEPA-related traffic study requirement (TIA). Payment of traffic impact fees assures that transportation concurrency requirements found in the Growth Management Act are satisfied. (See RMC 12.03.180).
2. Consistent with RMC 12.03.060 Credits, "[a] credit, not to exceed the impact fee otherwise payable, shall be provided for the fair market value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the financing plan." The Developer is entitled to receive impact fee "credits" for the value of land, improvements, or construction provided by the Developer for projects listed in RMC 12.03.190, not to exceed the impact fee otherwise payable. RMC 12.03.190 specifically lists "1. *Queensgate Drive (Phase 1) – Keene Road to Shockley*; and 2. *Queensgate Drive/Keene Road intersection improvements*" on the "Project List" used to assess and spend traffic impact fees in Traffic Impact Zone 1, where this project is located.
3. Queensgate Drive adjacent to this PUD/plat boundary shall be completed to City standards at the time of development. A complete road section (including curb & gutter, street lighting & storm drainage on both sides, and sidewalk on the west side) shall be built from Shockley Road to the southern limits of the future roundabout at the intersection with "Lambert Drive." As a minimum requirement, Queensgate Drive shall be constructed to the City's rural section standard from that point North to Keene Road. Queensgate Drive shall be widened to three (3) lanes at the intersection with Keene Road. Alternatively, the Developer may, with the approval of the Public Works Director, improve Queensgate Drive and the Keene Road/Queensgate Drive intersection to include some or all of its final design features.
4. The Developer and Developer's engineer shall ensure that appropriate right-of-way width is provided for a future roundabout on Queensgate Drive at "Lambert Drive," and also for the street width required for the future Queensgate build-out between "Lambert Drive" and Keene Road. The final design of Queensgate Drive and the roundabout may require additional right-of-way beyond what is proposed on the preliminary plat.
5. Improvements to the traffic signal at Queensgate Drive and Keene Road shall be completed with the extension of Queensgate Drive south of Keene Road prior to final plat. These improvements shall include necessary signal adjustments, lane configurations, and pedestrian facilities as required by the City Traffic Engineer.
6. The Queensgate Drive improvements shall be extended across the 30-foot-wide Shockley utility corridor south of this parcel boundary and be contiguous with the existing Queensgate

curb & gutter. New sidewalk shall also be extended from the end of the existing sidewalk to this parcel. A driveway shall be provided to allow for access to the utility corridor that lies west of Queensgate.

7. To achieve proper lane alignment through the Queensgate Drive and Shockley Road intersection, additional widening south of Shockley Road shall be completed. Design lane alignment and taper lengths for the northbound and southbound vehicle and bicycle lanes shall be as required by the Public Works Director. Such improvements shall not exceed a distance of 500-feet south of the Shockley Road centerline.
8. "Lambert Drive" (an extension of Lariat Lane) shall be constructed as a city standard full-width local street from the western plat boundary to the western limits of the future roundabout at Queensgate Drive. It shall be constructed from that point as a rural section roadway to intersect with Queensgate Drive.
9. The "Lambert Drive" right-of-way can be narrowed to 54-feet and does not have to be 60-feet wide as shown on sheet PP05.
10. Per city standard details, a 5-foot-wide separated asphalt pedestrian pathway shall be provided adjacent to all rural section roadways.
11. A note will be shown on the face of the final plat stating that Queensgate Drive is classified as a "Major Collector" street. Subsequently, no driveways accessing single family lots will be allowed directly onto it.
12. The intersections with Queensgate Drive are acceptable as shown, but any future changes will be subject to approval by the City Engineer.
13. The centerline radius of "Lambert Drive" is depicted as 47-feet (Sheet PP05 of the pre-plat). This needs correction as per Richland Municipal Code the minimum centerline radius for a local street is 100-feet. Alternatively, the Developer can construct a city standard "Local Street Right Angle Intersection" at this curve.
14. The proposed 40-foot-wide secondary emergency access (SEVA) easement between Lots 10 and 11 could be an extension of the roadway from the hammerhead turnaround to "Lambert Drive." If the intent is for it to only be a SEVA, it can be reduced to 20-feet wide. Either way, it shall be paved as it is a permanent feature.
15. Any roadways narrower than 32-feet shall have parking restricted on one side, and any roads narrower than 27-feet shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final plat approval at the Developer's expense. The restricted parking areas shall be indicated on the construction plans and the final plat.
16. The 40-foot road corridor width shown on the preliminary plat at both ends of "Chelan Drive" implies a single-frontage street standard. If this is to be the case, then parking shall only be allowed on the side of the street opposite from the home frontage.

17. City standard local streets are intended to support on-street parking. This development will create a demand for parking off of the developed lots, which could be alleviated if adequate parking is provided for on city streets. Because of the density of the housing units and the number of proposed driveways, there is a need to design available spaces for on-street parking. Driveway spacing and widths shall be designed to allow for a minimum of one (1) on-street vehicle parking space per every two (2) dwelling units.
18. The Developer and Developer's engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet City and ADA requirements, and also provide adequate separation between driveways and/or pedestrian ramp transitions; provided that the Public Works Director shall have discretion and authority to adopt and implement an updated design standard, authorizing curb modifications or combining depressed driveway access points for adjacent lots without a transition up to normal sidewalk in between so as to facilitate a final design that provides an adequate number of on-street parking spaces.
19. Adequate right-of-way shall be provided at street corners to allow for at least 1-foot of ROW behind the pedestrian ramp landings. Crosswalks between pedestrian ramps shall be designed to City standards. Crosswalks at stop-controlled intersections shall have cross-slopes less than 2%. Crosswalks crossing thru-streets shall have cross-slopes less than 5%. The road profiles shall be designed to accommodate this.
20. All roads shall be constructed to provide for adequate fire truck and solid waste collection truck access/turnaround movements. The "hammerheads" at either end of "Chelan Drive" shall be constructed to International Fire Code (IFC) requirements. This may require additional ROW or access easement to be dedicated.
21. Concrete sidewalks shall be installed around the entire perimeter of both hammerhead turnarounds.
22. Street names are not reviewed or vested until construction plans are submitted for review. The street names included on the preliminary plat may not be approved or available during the construction plan review process.
23. Sidewalks and pedestrian pathways shall be installed along all public right-of-way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, HOA tracts, etc.).
24. Show vision-clearance triangles on all corner lots on both the construction plans and the final plat document in accordance with Chapter 12.11 RMC. If the intersection is in a curve, it must be evaluated per AASHTO guidelines.
25. If the project is to be constructed in phases . . . INTENTIONALLY OMITTED. See Section 2. under Pre-Plat Conditions.

F. Domestic Water:

1. The proposed preliminary plat is located within both the Tapteal 1 and 2 water pressure zones. The closest Tapteal 1 watermain is located in Keene Road to the north, and the closest Tapteal 2 main lies in Shockley Road to the south and Lariat Lane to the west. The Developer is responsible for extending both water mains to and through this property to adequately serve domestic water to the correct pressure zones at the time of project construction. These water mains shall be sized to adequately supply domestic water and fire flows to the proposed developments.
2. The extension of both water pressure zones into this project will require looping. Looping of the water system provides redundancy, increases flow, and helps to eliminate stagnant water.
3. In accordance with municipal code, domestic water mains shall be extended to the adjoining properties adjacent to the preliminary plat, provided they are in the correct pressure zone.
4. The Developer is required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the water main from off-site locations or oversizing of the main where needed.
5. A 10-foot-wide exclusive water easement shall be provided for any water main that is outside of the public right-of-way.
6. The fire hydrant layout shall be approved by the City Fire Marshal.
7. In accordance with RMC 18.16.080, an irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for the residential portion of this development. Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the Developer. The designing Engineer shall submit plans for the proposed irrigation system to the irrigation district with jurisdiction over the property at the same time said plans are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a right-of-way permit by the City. Easements shall be provided on the final plat for this system where needed.

G. Sanitary Sewer:

1. The closest sanitary sewer available for this development is located in Keene Road to the north. The Developer is responsible for extending a sewer main to and through this property to serve sanitary sewer to all parcels at the time of plat construction.
2. A 10-foot-wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public right-of-way. Wider easements are required for mains that are buried deeper than ten (10) feet. If any manholes are located outside of the public right-of-way, maintenance truck access to said structure may be required.

3. Sanitary sewer shall be extended to the adjoining properties adjacent to the preliminary plat.

H. Storm Water:

1. All construction projects not meeting the exemption requirements of Ch. 16.06 RMC shall comply with the requirements of the Washington State Department of Ecology-issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. The Developer is responsible for compliance with the permit conditions. All construction activities subject to Title 16 RMC shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project shall comply with the requirements of the City's stormwater program in place at the time the project is engineered. The project will require detailed erosion control plans.
2. All public storm drainage collection systems shall have their flow rate and storage capacity designed by a professional engineer following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines." The storm water calculations shall be stamped by a professional engineer and shall include a profile of the storm system showing the hydraulic grade line. The calculations should include an accurate delineation of the contributing drainage area to accurately size the stormwater facilities. Passing the storm water downhill to an existing storm system will require an analysis of the downstream storm system to determine its capability of accepting the storm water without being overwhelmed. The Developer's design shall provide runoff protection to downstream property owners.
3. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and the Developer shall be responsible for designing a system to contain or treat and release the off-site storm drainage.
4. If there are any natural drainage ways across the proposed preliminary plat, the engineered construction plans shall address it in accordance with RMC 24.16.170 ("Easements-watercourses").
5. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
6. Prior to or concurrent with the submittal of the project for review, the Developer shall provide a geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond, then the engineer will need to demonstrate that the pond will drain itself within 72 hours after the end of a storm event,

and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not percolate within 72 hours.

7. The amount of post-development storm runoff from the proposed site shall be in compliance with Chapter 16.06 RMC.
8. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
9. The parcel occupied by the stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the City's needs for maintenance.
10. The Developer shall consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. The City's typical storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal. If the pond location is deemed by City staff as being in a prominent location, the Developer shall design and install fencing and/or landscaping to mitigate the pond's visible character for the surrounding properties. If the City requires this type of treatment to the pond site, the Developer may propose landscaping treatments consistent with the development and establish maintenance responsibilities to remain with the development. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation unless the Developer intends to maintain an irrigated pond site. At a minimum, the landscaping plan should be consistent with the City's intended maintenance standard as described above.
11. The Developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. At eleven (11) months after the final acceptance date, the Developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected, the City will begin routine maintenance of the system and basin. The Developer shall replace any plantings that have failed to survive the warranty period. The Developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12-months following the date of final plat acceptance.

I. Final Platting Requirements:

1. When the construction is substantially complete, a paper set of "record drawings" shall be prepared by a licensed surveyor which shall include all changes and deviations. Please reference the Public Works document **RECORD DRAWING REQUIREMENTS & PROCEDURES** for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recordation of the final plat.
2. Public utility infrastructure located on private property will require recordation of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of

occupancy. The City requires preparation of the legal description for the easement by the Developer at least two (2) weeks prior to the scheduled date of final acceptance. Once received, the City will prepare the easement document and provide it to the Developer for recordation. The Developer shall record the easement with the Benton County Auditor and return the recorded original document to the City prior to application for final occupancy. Off-site ("third party") easements or rights-of-way for city infrastructure are the responsibility of the Developer to obtain.

3. Any off-site easements or permits necessary for this project shall be obtained and secured by the Developer and supplied to the City at the time of plat construction and prior to final plat acceptance.
4. Ten-foot-wide public utility easements will be required on the final plat along both sides of all rights-of-way within the proposed plat. Ten-foot-wide public utility easements will also be required where the plat is adjacent to an existing right-of-way.
5. The vision-clearance triangle needs to be shown on all corner lots on the final plat document in accordance with RMC 12.11.020. If the intersection is in a curve, it must be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
6. The final plat shall include notes identifying all common areas, including any private streets and tracts, and acknowledging the ownership and maintenance responsibility by the homeowner's association. A note shall be added to the face of the final plat that states: "*The private roads are for the use and benefit of the homeowners that abut said roads and are to be maintained by the owners. The City of Richland accepts no maintenance responsibility for private roads.*"
7. A note shall be added to the face of the plat that states: "*The private drives within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable.*"
8. All landscaped areas within the plat that are in the public right-of-way shall be the responsibility of the homeowners to maintain.
9. A one-foot "No access/screening easement" will be required along the Queensgate Drive right-of-way.
10. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
11. Property encumbered by an unpaid L.I.D. assessment must be paid in full or segregated per RMC 3.12.095.

J. Planning requirements:

1. Future development phases 2 and 3 shall be removed from the phasing plan and shall be

considered stand-alone projects requiring additional review and permitting from the City.

K. Additional Conditions:

1. Homes built within the Planned Unit Development shall meet the following minimum standards, modifying otherwise applicable development standards found in RMC 23.18.040. Except as modified in this Condition, all other development standards found in City codes for the R-1-12 (Low Density Residential) Zone shall apply to portions of the project with single-family lots, and those for the R-2 (Medium Density Residential) Zone shall apply to portions of the project with townhomes.
 - a. Detached single-family lots:
 - i) Front yard setbacks shall be 15 feet for living areas and 20 feet for the garage;
 - ii) Side yard setbacks shall be 10 feet;
 - iii) Rear yard setbacks shall be 15 feet;
 - iv) Building setbacks from private access easements shall be 6 feet;
 - v) Maximum lot coverage shall be 40%;
 - vii) Maximum building height shall be 30 feet;
 - viii) Maximum accessory building height shall be 16 feet;
 - ix) Residences along the western boundary of the site, adjoining the Country Ridge subdivision shall be limited to one-story ramblers. See No. 3 below.
 - b. Townhomes:
 - i) Front yard setbacks shall be 20 feet at garage level and 12 feet for upper stories;
 - ii) Side yard setbacks shall be 0 feet for interior units and 5 feet for end units;
 - iii) Rear yard setbacks shall be 15 feet and 12 feet for upper stories;
 - iv) Maximum lot coverage shall be 65%;
 - v) Maximum building height shall be 40 feet.
2. Consistent with the 2010 Development Agreement as amended, attached hereto as **Exhibit A**, Developer shall construct a six-foot masonry wall, one (1) foot east of the staked boundary line. The staked boundary line refers to the stakes placed by the Developer's surveyor along the western boundary of the project site on September 6, 2022. Installation of said six-foot masonry wall shall be completed prior to building the residential structures along the western boundary of the PUD.
3. The Developer agrees that the single-family residences along the western boundary of the project site will be one-story ramblers. As used herein, 'story' is defined in RMC 23.06.875, and there shall be no basements, lofts, or second floors of any kind including over the garage bonus rooms.
4. The Developer shall stub a sewer line in the general area of the planned "Lambert Drive/Lariat Lane" connection. If natural gas will be included as part of the project, the Developer shall stub a natural gas line in the general area of the planned "Lambert Drive/Lariat Lane" connection.

5. The Developer shall maintain the required landscaping and fencing in good condition within the PUD while the Developer owns any lots within the project site, and the stormwater pond Tract E shall be maintained in accordance with approval conditions found in Section H.10 and H.11 above.

L. Irrigation system conditions:

Nothing in these conditions grants the irrigation district any authority it does not hold in relevant statutes, including without limitation RCW 58.17.310(2) (includes language that excludes smaller irrigation districts, like KID, from those with authority to formally approve subdivisions).

The following irrigation system conditions shall apply to the plat, as requested by KID (*Note: Where references are made to exhibits, see the KID letter included in Exhibit 11 of the January 9, 2023 staff report for a copy of items referenced*):

1. The plat shall include the following irrigation easements consistent with KID requirements:
 - a. Dedicate to KID an irrigation easement ten (10) feet in width via a recorded deed to match irrigation system components, centered on an irrigation pipeline.
 - b. On all lots within the plat, dedicate to KID an irrigation easement ten (10) feet in width, or five (5) feet in width if adjacent to a utility easement, located along the road frontage of each lot. An irrigation easement may be included within the "Sidewalk and Utility" easement if one is proposed, denoting the easement as a "Sidewalk, Utility & Irrigation Easement."
2. The Developer is required to install an irrigation system that conforms to the most recent edition of the KID Standard Specifications pursuant to KID Resolution 86-15-A. This includes providing distribution pipelines adequate to provide individual pressurized irrigation services to each lot within the preliminary plat. This system will be dedicated to KID upon completion, at the time of final plat.
 - a. KID Standard Specifications require a storage pond facility be constructed and sized appropriately for this plat application. Please dedicate this storage facility as a tract of land deeded to the KID. In addition, the KID Standard Specifications require a pump station facility be constructed and sized appropriately for this plat application. The KID point of connection or irrigation water source for this development will be at the Badger East Canal, milepost 11.5 or 11.8. Please refer to Exhibit A (*Note: This map can be found in City's staff report in Exhibit 11*).
 - b. As an alternative to a pond, pump station, and other "on-site" construction requirements per KID Standards Specifications, the Developer and KID may mutually agree that it is in each of their best interests that other "off-site" improvements may be made to allow for the delivery of pressurized irrigation water to the plat. The other improvements would be proportionate and equal to the "on-site" requirements and may include:
 - i. Contributions made towards a regional pump facility.

- ii. The installation of pipelines off site.
 - iii. Entering into a Voluntary Mitigation Agreement with KID.
- 3. Design of the required irrigation system must be approved by KID prior to installation. The Developer is required to submit an irrigation plan designed by a professional engineer for review and approval by KID. The plan may be hand drawn or computer drafted. The plan shall be accurate and to a scale not to exceed one (1) inch = 50 feet. In addition to compliance with condition No. 2 above, the plan must ensure all reasonable measures are taken to protect any easements, rights-of-way, and facilities.
- 4. Completion of all the facilities, consistent with an irrigation plan approved by KID, is required prior to KID signature on the final plat.
 - a. In the event any KID facilities are damaged during construction, the damage must be fully repaired to KID's then-existing standards.
 - b. For each phase of the plat, KID review and approval of construction and grading plans is required to allow KID to assure all reasonable measures to protect any easements and rights-of-way. Such review and approval will be coordinated as part of the City's review and the final plat approval process.
 - c. KID must inspect any new irrigation system installations or modifications. The Developer shall contact KID to schedule an inspection at least two (2) business days in advance of the desired inspection date.
 - d. As an alternative to immediate construction prior to approval of the final plat, the Developer may choose to delay installation of the irrigation system by entering into a Facilities Installation Agreement with KID. The Developer must still provide KID with an irrigation system design that conforms to the most recent edition of the KID Standard Specifications. This irrigation system may be bonded and delayed up to five (5) years. The fee for a Facility Installation Agreement is \$350.00. The Developer must establish an approved bonding mechanism with KID in an amount approved by KID.
- 5. The current year's assessment must be paid prior to approval. If the final plat is submitted for review after May 31st of a given year or submitted for review prior to May 31st but not submitted for final approval prior to June 15th, the next year's estimated assessment (125% of the current year's assessment) must be paid prior to plat approval.
- 6. Prior to approval, the USBR construction loan for all parcels owned by the property owner within the boundaries of the KID must be paid. According to KID records, the subject property is the only property owned by the property owner at this time within KID boundaries.
 - a. The current construction loan payoff rates provided by the USBR is \$13.20/ acre. The total construction loan payoff amount for this project is \$477.18.

7. The review and inspection fees in place at the time of each review request must be paid. At the time of application, the review fees are as follows:
 - a. A Preliminary Plat review fee of \$825.00 which must be paid prior to scheduling for final plat approval at a KID Board meeting.
 - b. An inspection fee of \$350 for the first 20 lots/tracts plus \$25 per lot/tract after the first 20 lots/tracts (per phase).
 - c. Final plat review fee of \$225.00 (per phase).
8. As land within the plat is subdivided or developed, KID will remove the irrigation water allocation from the impermeable surfaces, such as streets, from the plats per KID Policy 4.17 *Irrigable Land Recalibration Principles*.
9. In order to receive KID irrigation water delivery, a water master (or point of contact) for the subdivision must be appointed. This water master can be appointed by the homeowners association (or similar organization) officers or must be elected from among the property owners within the boundary of this proposed subdivision. If no HOA (or similar organization) is organized, then an election method similar to the attached document is required (*Note: This document can be found in City's staff report in Exhibit 11*).
10. Prior to approval of each phase, an electronic file (AutoCAD 2018 format or later) and hard copy (6-mil mylar, sealed by a professional engineer) of construction as-builts must be provided to KID.
11. Please include the following irrigation title block on future final plats related to the proposed preliminary plat:

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, AND THAT THE IRRIGATION EASEMENTS SHOWN ON THIS FINAL PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____A.D.

12. All subdivisions of land are required to be approved by the KID Board of Directors during a KID board meeting. KID board meetings are regularly scheduled on the first and third Tuesdays of each month. All conditions must be completed prior to submittal to KID for final approval. The submittal for final approval must be received by KID a minimum of two (2) weeks prior to a regularly scheduled board meeting to be considered at that meeting.

13. KID reserves the following rights regarding future review of the plat:

- a. KID reserves the right to provide review comments under RCW 58.17.330(1) and RCW 58.17.330(2) in response to future design submittals by the Developer prior to final plat approval. The scope of these reviews will be limited to phases that are adjacent to the District's ROW. KID review of construction plans will be consistent with the City's plan review timelines.
- b. KID reserves the right to review and comment on the Developer's plat line revisions for potential additional revisions to protect KID system components for phases that are adjacent to KID's easements or ROW.
- c. KID reserves the right to review and comment on the Developer's covenants, conditions, and restrictions to evaluate whether they should include any terms regarding protection of KID system components after construction and fencing requirements.
- d. KID reserves the right to submit additional comments during the City's review process under the State Environmental Policy Act (SEPA).

M. Inadvertent Discovery Plan:

To ensure compliance with state laws protecting archaeological resources that might be discovered during ground disturbance work, the Developer shall comply with provisions of the Inadvertent Discovery Plan (IDP) included as Appendix B to the Cultural Resources Report prepared for this property, and adjacent property owned by the applicant, a copy of which is attached hereto as **Exhibit B**.

This Agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Developer with respect to the subject Property or any part thereof, until such time as the terms of the Agreement are fulfilled.

The City of Richland shall be deemed a beneficiary of this covenant without regard to whether it owns any land or interest therein in the locality of the subject Property and shall have the right to enforce this covenant in any court of competent jurisdiction.

[Signature pages to follow]

COLUMBIA VALLEY PROPERTY HOLDINGS, LLC

Mallikarjuna R. Vallem
Developer/Owner

ACKNOWLEDGEMENT

On this _____ day of _____ 2023, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Mallikarjuna R. Vallem**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal hereon affixed the day and year above written.

Signature
Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF RICHLAND
AND JOHN PERRY, JULEE ANN PERRY, BEULAH COSENS, LINDA
NORWOOD, KERRY WATTS AND JONGJIT WATTS**

THIS DEVELOPMENT AGREEMENT is made and entered into this 20th day of ~~June~~ ^{July}, 2009, by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person or persons having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" include, but are not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City of Richland and the Owners relates to the amendment of the City Comprehensive Plan land use designations for approximately 47 acres of land generally located south of Keene Road, north of Shockley Road, east of the Plat of Country Ridge and which consists of five separate parcels of record and which has been the subject of File #Z2008-109; and

WHEREAS, the following events have occurred in the processing of the Developer's application:

a) By Ordinance No. 32-08, the City amended the City's Comprehensive Plan land use designation for the Property from Low Density Residential to Commercial (12.5 acres) and Medium Density Residential (34.5 acres) ;

b) Richard Forman and the Country Ridge Homeowners Association, parties of record, filed an appeal before the Eastern Washington Growth Management Hearings Board challenging the validity of the comprehensive plan amendment;

c) Adoption of this development agreement will complete a settlement agreement entered into between the city of Richland, the property owners and the appellants.

d) After a public hearing, by Ordinance No. ~~21-10~~ the City Council authorized the City Manager to sign this Development Agreement with the Owners; and

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* Future development of the site is anticipated to be a mix of commercial, office and residential uses as set forth in the comprehensive plan. The owners acknowledge that there is not yet a specific development proposal for the site. This agreement anticipates that the Owners will develop plans themselves and/or sell the site to a Developer(s) who will then develop specific plans for the future use of the site.

Section 2. *The Site.* The project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. *Definitions.* As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) “*Adopting Ordinance*” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.

b) “*Developer*” means any party or parties who acquire ownership of the site or a portion of the site and bring forward plans for the future development of the site and who shall be subject to the applicable provisions of this agreement.

c) “*Existing Development Regulations*” means the ordinances adopted by the City Council of Richland in effect on the date that the Adopting Ordinance takes effect, including the following provisions of the Richland Municipal Code: Title 12 – Streets, Title 19 – Development Regulation Administration, Title 20 – Buildings, Title 22 – Environment, Title 23 – Zoning, Title 24 – Subdivision, and Title 27 Signs as well as all other provisions of City Code that address design standards.

d) “*Owners*” means collectively the parties who have ownership interest in the five parcels of record that comprise the Site.

e) “*Project*” means the anticipated development of the Site, as specified in Section 1 and as addressed in the City’s adopted comprehensive plan.

Section 4. *Exhibits.* Exhibits to this Agreement are as follows:

a) Exhibit A – Legal description of the Site.

b) Exhibit B – Design standards

Section 5. *Parties to Development Agreement.* The parties to this Agreement are:

a) The “City” is the City of Richland, 505 Swift Boulevard, Richland, WA 99352.

b) The “Owners” are John Perry, PO Box 5900, Kennewick, WA 99336; Julee Ann Perry, 1102 Appaloosa Way, Richland, WA 99352; Beulah Cosens, 3680 Keene Road, Richland, WA 99352; Linda Norwood, 324 Columbia Point Drive, Richland, WA

99352; Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; all of whom have ownership interests in some of the five parcels that comprise the site.

c) The “Developer.” From time to time, as provided in this Agreement, the Owners may sell or otherwise lawfully dispose of a portion of the Site to a Developer who shall be subject to the provisions of this Agreement related to such portion of the Site.

Section 6. *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7. *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force indefinitely. This agreement may be modified upon the City’s adoption of zoning for the site in a fashion consistent with the Comprehensive Plan, provided that any modification to the agreement shall be consistent with Section 18 herein and shall be consistent with the intent of this agreement. This or any future agreement shall be terminated when the Site has been fully developed. Fully developed shall mean any combination of final plat and site plan approval consistent with this agreement that bind the entire site. The terms and conditions of settlement agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004 are incorporated by reference into this development agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the site described in Exhibit A.

Section 8. *Vested Rights of Owner.* During the term of this Agreement, in developing the Site consistent with the Project described herein, the Owners are assured, and the City agrees, that the Site shall be permitted to develop in accordance with the comprehensive plan designations put into place on the site and that the development rights, obligations, terms and conditions specified in this Agreement are fully vested in the Owners and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by the Owners.

Section 9. *Current Permitted Uses* The current permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be consistent with the zoning regulations pertaining to the SAG Suburban Agriculture and AG – Agricultural zoning districts, as codified in Title 23 of the Richland Municipal Code. This zoning shall remain in place until such time when the Owners and/or a Developer brings forward a proposal to amend the zoning.

Section 10 *Future Uses.* The future permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be determined when the City grants approval of an application(s) for zoning amendment brought forward by the Owners and/or Developer. The future zoning shall be consistent with the City’s adopted comprehensive plan and shall include the following:

- a) A buffer area of Low density residential development designated along the westerly property boundary of the Site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acre (inclusive of such road corridor). A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the County Ridge property line.
- b) Areas that are designated as Medium Density Residential in the comprehensive plan may be developed to an average density of ten (10) units per acre. For the purposes of calculating density within the Medium Density portions of the site, all residential lands designated either Low density residential or Medium Density Residential may be used to determine the maximum overall permitted density of ten (10) units per acre, provided that the low density buffer identified in subsection a (above) shall be maintained at a maximum density of 3 dwelling units per acre.
- c) A masonry wall, at least six feet in height shall be installed along the length of the western property boundary of the Site, providing a separation between the Site and the adjoining plat of Country Ridge. This wall shall be constructed simultaneously with the development of the adjacent lands that are designated Low Density Residential. Approval of a specific design for the masonry wall shall be part of the development approval process for the Low Density Residential lands. The wall shall be constructed in earth tones consistent with surrounding neighborhoods such as the Applewood and Cherrywood subdivisions.
- d) The Owners shall provide a dedication of a future Queensgate Drive Right-of-Way, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be granted in its entirety at the time that a zoning application is brought forward by the Owners or a Developer for any portion of the Site. The Right-of-Way dedication for Queensgate Drive shall be 70 feet in width. The specific alignment of the future roadway shall be as mutually agreed to by the Owners and the City. Queensgate Drive has been classified as a planned Arterial Collector on the City's Street Function Class Map. As such, direct access from residential lots will be prohibited and commercial access will be managed to limit the number of access points.
- e) Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:
 - 1. Building setbacks;
 - 2. Maximum building height;
 - 3. Landscape screening and/or fencing;
 - 4. Restrictions on outdoor lighting;

5. Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas.

The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.

- f) No access for future development from the Site onto Keene Road will be permitted. Access from future development onto the future Queensgate Drive shall be separated from the Keene Road/Queensgate Drive intersection by a minimum distance of 300 feet;
- g) Zoning for the portions of the site designated as Commercial shall either be C-1 Neighborhood Retail or shall be part of a Planned Unit Development that will specifically limit the potential commercial uses to those that are of a neighborhood scale and compatible with nearby residential uses and otherwise consistent with C-1 Neighborhood Retail zoning. Zoning for the portions of the site designated as Multi-Family/Office shall be zoned C-LB Limited Business or shall be part of a Planned Unit Development that will specifically limit uses to those that are compatible with C-LB Limited Business zoning. In either case, the permitted development will be specifically limited to buildings no more than thirty (30) feet in height or more than two-stories.
- h) Development proposals within the portions of the Site designated as Commercial shall not be approved unless they are determined to be consistent with the design standards included in Exhibit B (attached) of this agreement and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.
- i) Development proposals within the portions of the Site designated as Low Density Residential shall be reviewed and approved through the City Subdivision process as specified in Title 24 of the Richland Municipal Code or through the Planned Unit Development Application Procedures as set forth in Chapter 23.50 of the Richland Municipal Code.
- j) Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension of Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.
- k) The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with Items a through j as listed above.
- l) The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed

within the Site that requires public review under the provisions of the Richland Municipal Code.

Section 11. *Subject to City Development Standards.* The Owners acknowledge that the development of the site shall be subject to the City's development standards in place at the time development proposals are brought forward, including but not limited to requirements for payments of fees and/or dedication of property for mitigation of traffic and park impacts; and for the installation and extension of public utility and street systems.

Section 12. *Further Discretionary Actions.* The Owners acknowledge that the City Municipal Code contemplates the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of permit applications under SEPA and under the provisions of Title 19 of the Richland Municipal Code – Development Regulation Administration. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying the provisions of the City Municipal Code.

Section 13. *Existing Land Use Fees and Impact Fees.*

A. Land use fees adopted by the City by ordinance as of the effective date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Site, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in the Titles 12 and 20 of the Richland Municipal Code.

Section 14. *Default.*

A. Failure or delay by either party not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Owners charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Owners to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Richland Municipal Code.

C. Extensions of time granted in writing by mutual consent by all parties to this agreement shall not be construed as a default.

Section 15. *Termination* This or any future Agreement shall be terminated when the Site has been fully developed in accordance with the Agreement. Fully developed shall mean

any combination of final plat approval and site plan approval consistent with this agreement that binds the entire site.

Section 16. *Assignment and Assumption.* This agreement shall not restrict the right of the owners to sell, assign or transfer their properties to any person, firm or corporation. The Owners shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 17. *Covenants Running with the Land.* The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owners, Developer(s) and every purchaser, assignee or transferee of an interest in the Site, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Site, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of an Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Site sold, assigned or transferred to it.

Section 18. *Amendment to Agreement; Effect of Agreement on Future Actions.* This Agreement may be amended by mutual consent of all of the parties, to make minor amendments consistent with the terms of this agreement or to obtain relief from unduly oppressive terms or conditions, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200) and be consistent with the intent of the original agreement. However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Site as the City Council may deem necessary to the extent required by a serious threat to public health and safety. The City shall provide notification to the Country Ridge Homeowners Association President of any proposed amendment to this Development Agreement.

Section 19. *Releases.* Owners, and any subsequent Developer, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 20. *Notices.* Notices, demands, correspondence to the City and Owners shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Director of Community Development and the City Attorney. Notices to subsequent Owners shall be required to be given by the City only for those Owners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 21. *Applicable Law and Attorneys' Fees.* This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Benton County Superior Court or the U.S. District Court for Eastern Washington.

Section 22. *Third Party Legal Challenge.* In the event any legal action or special proceeding is commenced by any person or entity other than a party or an Owner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Owner(s). In such event, Owners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Owners shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 23. *Specific Performance.* The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 24. *Severability.* If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

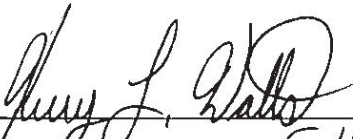
OWNERS

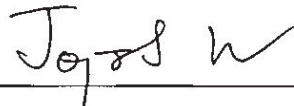

JOHN C. PERRY

LINDA NORWOOD

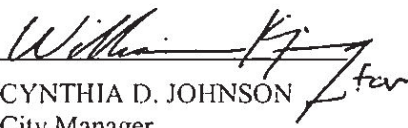

JULEE ANN PERRY

BEULAH COSENS


KERRY WATTS 5-11-10


JONGJIT WATTS 5-11-10

CITY OF RICHLAND


CYNTHIA D. JOHNSON
City Manager

APPROVED AS TO FORM:


THOMAS L. O. LAMPSON
City Attorney 8/20/10

EXHIBIT A

Legal Description

Those portions of the Southwest Quarter of Section 22, Township 9 North, Range 28 E.W.M. lying south of the Keene Road Right-of-Way and north of the Shockley Road Right-of-Way and consisting of the following Benton County Assessor Parcel Identification Numbers: 1-2298-300-0002-002, 1-2298-300-0002-001, 1-2298-300-0001-009, 1-2298-300-0004-000, 1-2298-300-0003-002 & 1-2298-300-0005-000.

EXHIBIT B

DESIGN GUIDELINES

In order to enhance the human scale and respect the scale and character of the adjoining residential neighborhoods, commercial uses developed under this agreement will comply with the following guidelines:

- The design of all buildings in this commercial area should share similar design characteristics and design vocabulary. Utilizing similar colors, materials and textures as well as repeating patterns, rhythms and proportions found within the architecture of surrounding commercial and residential buildings should be used to achieve unity.
- Buildings should respect the predominant scale of development in the surrounding area by designing with elements of a similar scale and providing a gradual transition to any larger scaled masses proposed.
- Taller buildings or portions of a building should be located internally to a site with buildings stepping down in height as they reach the edges of sites that are adjoined by smaller scaled development.
- Buildings or portions of a building mass over 50 feet wide are encouraged to divide their elevations into smaller parts. A pronounced change in massing, pronounced changes in wall planes and introducing significant variations in the cornice/roofline are all possible methods to accomplish the desired divisions of elevations into smaller parts.
- Building colors should emphasize muted earth tones. The use of highly reflective or glossy materials should be used for accent only.
- Rich materials and a variety of materials are desirable on both the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material should be used to highlight significant building features and massed elements.
- All sides of a building should express consistent architectural detail and character.
- All site walls and screen walls should be architecturally integrated with the building.
- Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of the building architecture.
- Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT to the July 20, 2010 Development Agreement is made and entered into this 9th day of March, 2022 (the "Effective Date") by and between the **City of Richland**, a Washington municipal corporation ("City") and **Columbia Valley Property Holdings, LLC**, a Washington limited liability company and successor-in-interest to John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, and Kerry and Jongjit Watts ("Owner").

I. RECITALS

WHEREAS, the City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Agreement"); and

WHEREAS, the Original Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site"); and

WHEREAS, the current Owner (as successor-in-interest to the original owners) has requested modifications to the Original Agreement to accommodate future mixed-use development on the Site, which modifications are substantially consistent with the intent of the Original Agreement and allowed under Section 18 of the Original Agreement and applicable law (see RCW 36.70B.200); and

WHEREAS, the Parties have agreed to amend the Original Agreement as set forth below in order for the Site to be developed.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

II. AGREEMENT

1. **Section 5(b)** of the Original Agreement, under the title *Parties to Development Agreement*, is replaced in its entirety with the following:

b) The "Owner" is Columbia Valley Property Holdings, LLC, who has succeeded to the interest of the original owners under the Original Agreement and is Owner of the entire Site.

2. **Section 7** of the Original Agreement, under the title *Term of Agreement*, is replaced in its entirety with the following:

Section 7. *Term of Agreement*. This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. "Fully developed" means any combination of subdivision, site plan or land use approvals consistent with the

Agreement that bind the entire Site. The Country Ridge Homeowners Association, a Washington non-profit corporation, reviewed the terms of the Original Agreement and the First Amendment to the Development Agreement, although not a formal party to the Agreement, and by its letter attached hereto as **Exhibit A-1**, confirms that the Original Agreement (as amended) meets the intent of the Settlement Agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004, the terms and conditions of which are hereby incorporated by reference into this Agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the Site described in Exhibit A.

3. **Section 10(d)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

d) The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee.

4. **Section 10(f)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

5. **Section 10(g)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached

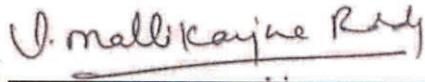
as **Exhibit B-1** is a colored land use map showing the existing comprehensive plan designations for the Site.

6. **Effect of Amendment.** This First Amendment to the Development Agreement is intended to modify the Original Agreement. In the event of a conflict between the terms and conditions of the Original Agreement and this Amendment, the terms and provisions of this First Amendment shall control. Except as expressly modified by this First Amendment to the Development Agreement, all terms and conditions of the Original Agreement remain in full force and effect.
7. **Governing Law.** This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
8. **Effective Date.** This First Amendment to the Development Agreement is made effective on the Effective Date first set forth above.

City of Richland
a Washington municipal corporation

By: 
Jon Amundson, ICMA-CM
City Manager

Columbia Valley Property Holdings, LLC
a Washington limited liability company

By: 
Mallikarjuna Vallem
Managing Member

Approved as to Form:

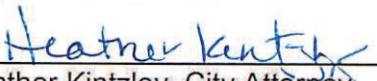

Heather Kintzley, City Attorney

Exhibit B to PUDA for The Terraces at Queensgate South

Queensgate Mixed-Use Development Inadvertent Discovery Plan

October 22, 2021

Project Location

USGS Quadrangle: Richland, Washington 7.5'
Township: 9 N, Range: 28 E
Section: 22

Project Description

The project includes the construction of a mixed-use commercial facility on approximately 19.59 hectares (48.42 acres) of land located at the intersection of Keene Road and Queensgate Drive in Richland, Washington. Project activities including excavation and grading, as well as other general construction activities, will take place throughout the project area. The anticipated maximum depth of excavation for this project is approximately 3 meters (10 feet).

The project area is located in Benton County, Section 12 of Township 9N, Range 28E and is uniquely identified as Benton County tax lots #122983000001009, #122983000002001, #122983000002002, #122983000003002, and #122983000004000 (Figures 1 and 2).

Project Area

The Project area contains approximately 19.4 hectares (48 acres) located in Benton County, in Township 9 North, Range 28 East in Section 22 of the Richland, WA 7.5' USGS Quadrangle.

Inadvertent Discovery Plan

This inadvertent discovery plan (IDP) was prepared to support project activities described above. This plan was prepared to provide field personnel a process for the inadvertent discovery of cultural resources and/or human remains identified during fieldwork for the project.

Recognizing Cultural Resources

A cultural resource discovery could be prehistoric or historic. Examples include the following:

- An accumulation of shell, burned rocks, or other food-related materials
- Bones or small pieces of bone
- An area of charcoal or very dark-stained soil with artifacts
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips)
- Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years
- Buried railroad tracks, decking, or other industrial materials

When in doubt, assume the material is a cultural resource.

Onsite Responsibilities

STEP 1: Stop Work

If any employee, contractor, or subcontractor believes that he or she has uncovered a cultural resource at any point in the project, all work must stop immediately in the vicinity of the find. Notify the appropriate party(ies) as outlined in steps 2 through 4. The area surrounding the find must be secured using pin flags, stanchions and rope, or other appropriate delineation to provide for the security and protection of the discovery.

STEP 2: Notify the Archaeological Monitor

If there is an archaeological monitor for the project, notify that person. If there is a monitoring plan in place, the monitor will follow the procedure as described.

STEP 3: Notify the Project Manager

Notify the identified project manager of this project or other applicable contacts:

Project Manager

Caleb Stromstad, PE
Aqtera Engineering
Phone: (509) 845-0208
Email: caleb@aqtera.com

Alternate Project Contact

TBD

Project manager responsibilities include the following:

- **Protect the Find:** The project manager is responsible for ensuring that the project takes appropriate steps to protect the discovery site while all necessary assessments and notifications are completed. As stated in steps 1 and 2, all work will stop immediately in the surrounding area, and the area will be secured to protect the integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to enter the area of the discovery. See the section of this plan titled "Resuming Work" for further instruction on how and when work may resume.
- **Direct Project Activities Elsewhere Onsite:** The project manager may direct project activities to continue in areas away from cultural resources for working in other areas prior to contacting the concerned parties.
- **Contact the Project Archaeologist:** If the assigned project archaeologist has not yet been contacted, the project manager must do so.

STEP 5: Notify the Professional Archaeologist

Notify the identified professional archaeologist serving as the archaeologist for this project (if a monitor is not present)

Professional Archaeologist(s)

Molly Swords, Professional Archaeologist, GRAM Northwest, LLC
1201 Jadwin Ave., Richland, WA 99352
Phone: (703) 283-5175
Email: molly.swords@gramnorthwest.com

Stacie Sexton, Professional Archaeologist, GRAM Northwest, LLC
1201 Jadwin Ave., Richland, WA 99352
Phone: (509) 713-6806
Email: stacie.sexton@gramnorthwest.com

The professional archaeologist's responsibilities include the following:

- **Identify Find:** The professional archaeologist will examine the area to determine if there is an archaeological find.
 - If it is determined not to be a cultural resource/archaeological find or human remains, work may proceed with no further delay.
 - If it is determined to be a cultural resource/archaeological find or human remains, the professional archaeologist will continue with all notifications.

If the find may be human remains or funerary objects, the Project Archaeologist will ensure that a qualified physical anthropologist examines the find. **If the find is determined to be human remains, the procedure described in the section of this plan titled "DISCOVERY OF HUMAN REMAINS" will be followed.**

- **Notify Appropriate Parties:** If the find is determined to be a cultural resource, the professional archaeologist will notify the appropriate parties. Notifications may include the following:
 - **Agency Contact:** The professional archaeologist will contact the designated point of contact for the City of Richland.
 - **Washington Department of Archaeology (DAHP):** The professional archaeologist will contact DAHP.
 - **Tribes:** If the discovery may be of interest to Native American Tribes, the professional archaeologist, the Agency point of contact, and the DAHP will coordinate with the interested and/or affected Tribes.
- **Record the Find:** The project archaeologist will work with DAHP and the consulting parties as appropriate to determine how to record the find. Methods for recording will likely require completion of a Washington State Archaeological Site or Isolate Form.

Resuming Work

Work outside of the discovery location may continue while documentation and assessment of the cultural resources proceed. The professional archaeologist must determine the final boundaries of the discovery location.

Work may continue at the discovery location only after the process outlined in this plan is followed and the project manager, DAHP, and any affected Tribes (if applicable) determine that appropriate documentation has been completed.

Discovery of Human Remains

The inadvertent discovery of human skeletal remains on non-federal and non-Tribal land in the state of Washington is implemented under RCW 68.50.645, 27.44.055, and 68.60.055. The information below in

italics for the inadvertent discovery of human remains was obtained from the Washington State Department of Archaeology and Historic Preservation web page (<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>).

In the event that human remains are encountered during field-related project activities, the following steps will be implemented.

Step 1: Stop Work Immediately

If ground disturbing activities encounter human skeletal remains during the course of data collection or construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance.

(<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>)

In order to secure the discovery, a temporary fencing system such as posts and rope or similar protection measures will be placed around the discovery. Work in the immediate area of the discovery will be discontinued, however; work outside the discovery area may continue.

When an inadvertent discovery is encountered, staff will take measures to avoid further disturbance of the area. Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect. Cultural materials shall not be moved from the location of the discovery. Photographs shall not be taken of bones unless photographs are needed to assist in the determination of the remains to be human or animal.

Step 2: Notification Process

The finding of human skeletal remains will be reported to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or nonforensic.

(<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>)

In the event of the discovery of human remains, the following individuals will be contacted:

Benton County Coroner
William Leach, Coroner
7110 West Okanogan Pl. Building A, Kennewick WA 99336
Phone: (509) 736-2720
Email: william.leach@co.benton.wa.us

Benton County Sheriff
Address: 7122 West Okanogan Pl. Building B, Kennewick, WA 99336
Phone: (509) 735-6555

City of Richland Point of Contact
TBD

Step 3: Jurisdictional Authority

If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take

jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

(<http://www.dahp.wa.gov/programs/human-remains-program/idplanguage>)

DAHP Contact

Guy Tasa, State Physical Anthropologist

Phone: (360) 586-3534

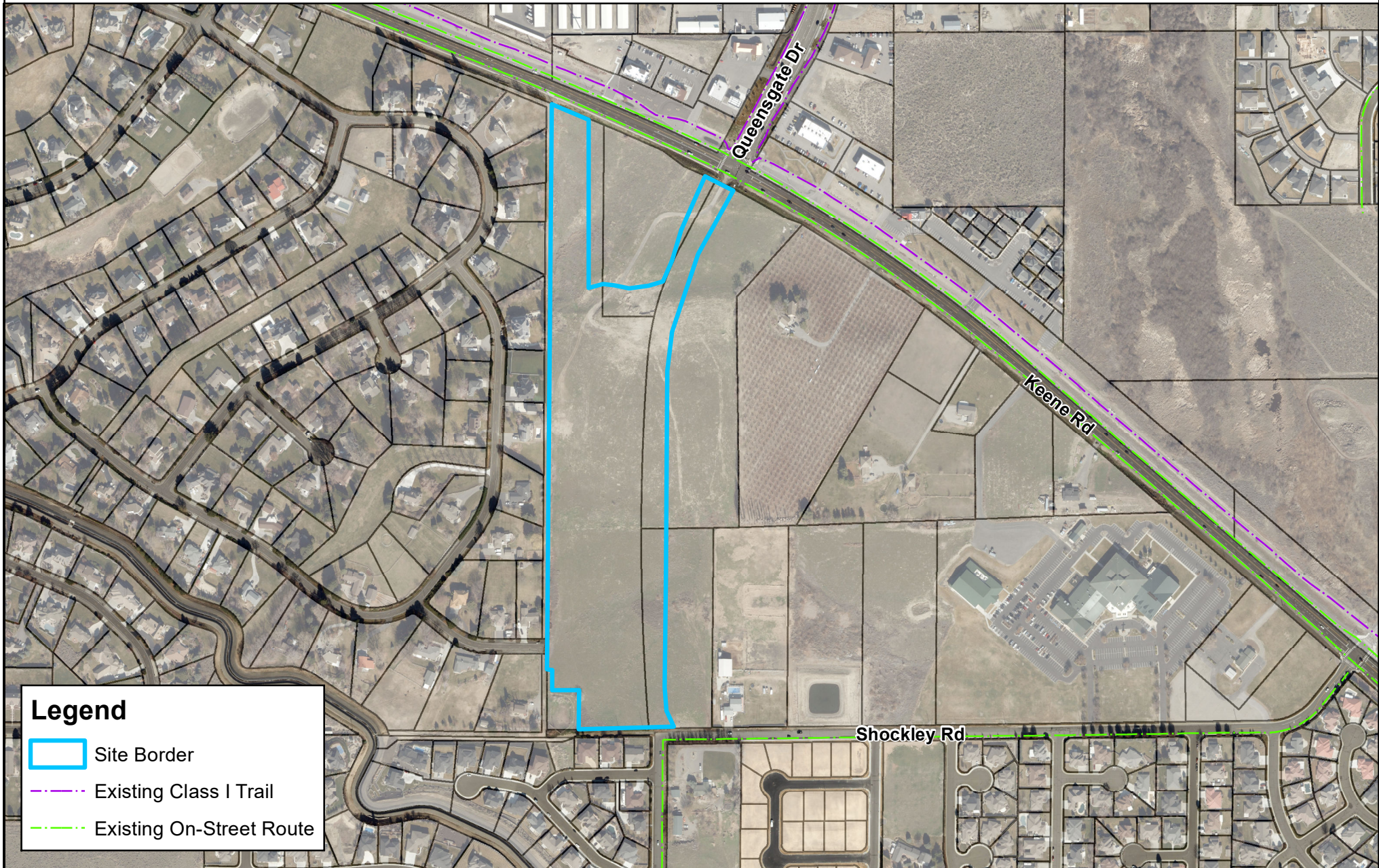
Email: Guy.Tasa@dahp.wa.gov

Vicinity Map

Item: The Terraces at Queensgate South
Applicant: Aqtera Engineering
File #: PUD2022-101



0 250 500 1,000 Feet



**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION
STAFF REPORT TO THE HEARING EXAMINER**

GENERAL INFORMATION:

PROPOSAL NAME: The Terraces at Queensgate South – Planned Unit Development

LOCATION: The project site is located upon Assessor's Parcel No. 122983000003003 (Revised Lot 4 of RS 5735) and is generally located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge

APPLICANT: Aqtera Engineering on behalf of Columbia Valley Property Holdings, LLC

FILE NO.: PUD2022-101

DESCRIPTION: Development of an approximately 20.67-acre residential development project to include 19 single family lots, 89 townhome lots and 5 open space tracts and associated street network

PROJECT TYPE: Type 3A Preliminary Planned Unit Development

HEARING DATE: January 9, 2023

REPORT BY: Mike Stevens, Planning Manager

RECOMMENDED ACTION: Approval

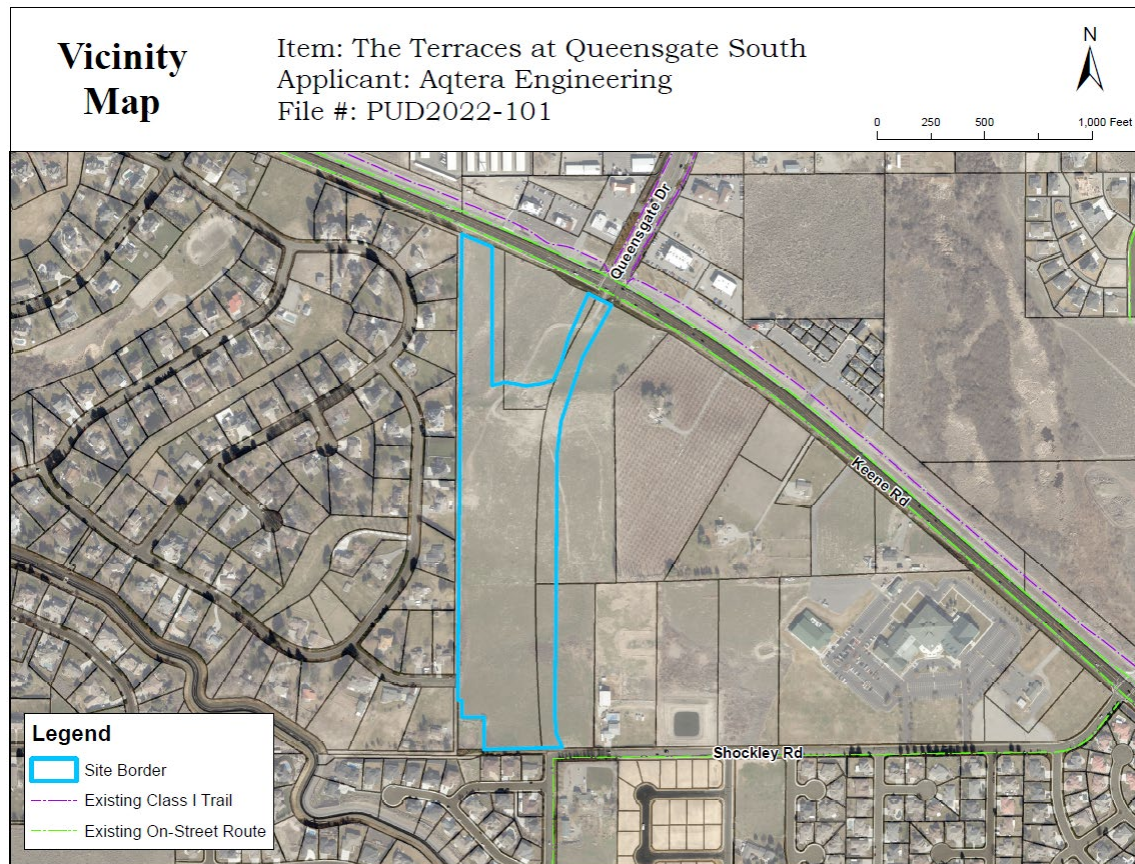


Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

The purpose of this application request is to authorize a Planned Unit Development (PUD) to be known as The Terraces at Queensgate South. The proposed development consists of 19 single family lots, 89 townhome lots and 5 open space tracts. The proposed PUD has been identified as the first phase of a multi-phase plan to develop approximately 48 acres of contiguous land. The property outlined in blue (above) is referred to as Revised Lot 4 of Record Survey No. 5735 recorded on November 15, 2022, at the Benton County Auditor's Office and is the property subject to this proposed PUD application. The vicinity map above and following zoning and land use maps indicate property boundaries as they existed PRIOR to the recording of the boundary line adjustment on November 15, 2022. As you can see, the Revised Lot 4 now encompasses portions of previous Lots 1, 2 & 3 (original lot configuration).

SITE DESCRIPTION & ADJACENT LAND USES

The project site is located between Shockley Road (South) and Keene Road (North) and sits between the Country Ridge residential neighborhood (west) and larger lots which contain single-family residences (east). The site slopes from its high point in the south nearest Shockley Road to its low point in the northwest corner of the site

adjacent to Keene Road. In total, the proposed development site subject to this application is approximately 20.67 acres in size.

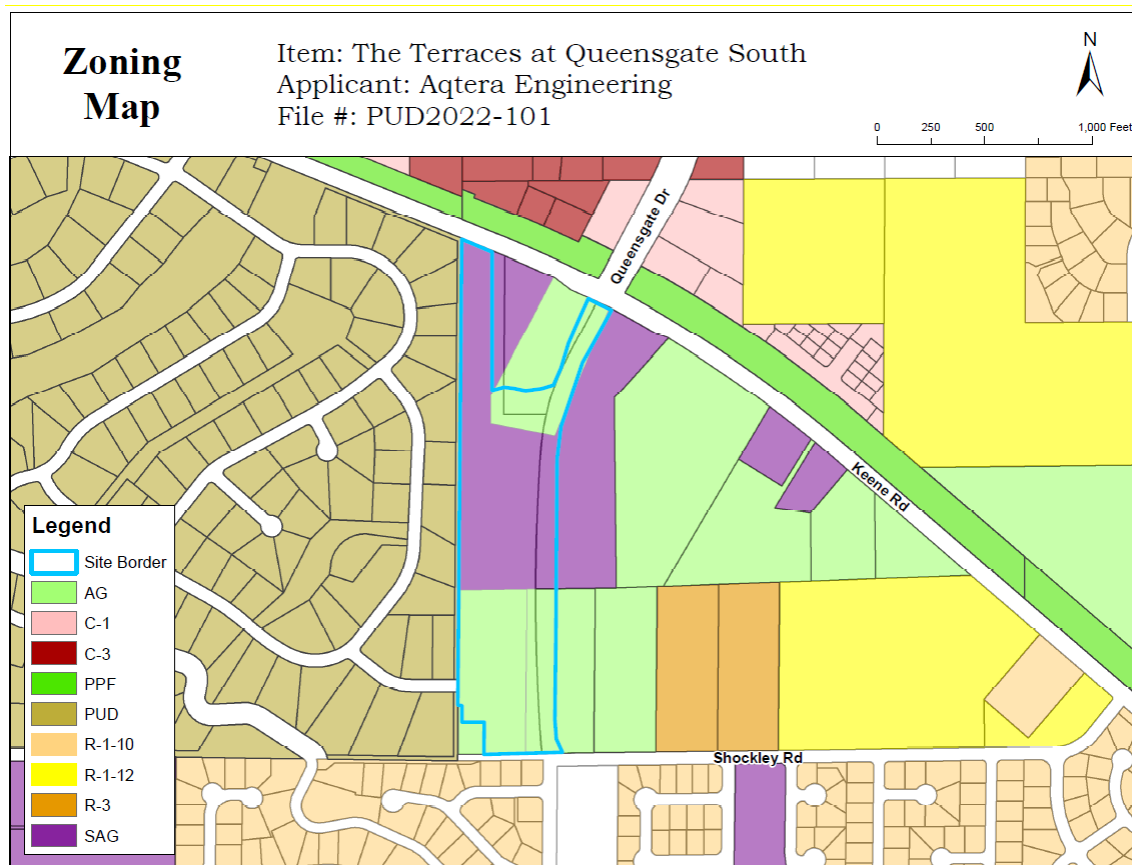


Figure 2 – Zoning Map

ZONING

The zoning map above illustrates the site's current Suburban Agricultural (SAG) and Agricultural (AG) zoning designations. Although the site received a change in Comprehensive Land Use designations as a result of Contract 92-10, the underlying zoning was not changed. The applicants are currently proposing to rezone the site (Lot 4) to Planned Unit Development (PUD) in order to develop the site with single-family residential homes in the manner of detached single-family residences and attached townhomes.

As stated in Richland Municipal Code Chapter 23.14.010 (A), the Agricultural zone is primarily intended for open land uses such as grazing or pasture lands, agriculture, part-time small tract farming, cemeteries, golf courses and parks.

As stated in Richland Municipal Code Chapter 23.14.010 (B), the suburban agricultural use district is a zone classification providing for residential areas, rural in nature, with sufficiently large lots to allow for the maintenance of certain animals and

farm crops, while at the same time establishing and maintaining a living environment of high standards for residential uses.

Chapter 23.50 RMC, Planned Unit Development, states that the purpose of a planned unit development is to provide opportunities to create a more desirable environment through the application of flexible design and development standards to tracts of land under common ownership or control. Planned unit development is intended to encourage the use of new and improved techniques and technology in community development and continued maintenance. It is intended to achieve economics in development and maintenance while providing privacy, usable open space, safe pedestrian and vehicular circulation, and compatible relationships between different uses.

REQUESTED PLANNED UNIT DEVELOPMENT

The proposed PUD consists of 108 residential lots split between detached single-family homes and attached townhomes, an internal road network, and landscaped open areas and/or stormwater retention areas to be maintained by a homeowner's association. The requested PUD does not contain the future phases of development proposed for the properties adjacent to Lot 4. Although the overall narrative and some of the plans show the future phases only the current proposal for 108 residential lots is subject to the requested PUD.

The proposed development is intended to follow the current R-1-12 zoning standards for minimum lot sizes for one-family detached dwellings having a minimum lot size of 10,000 s.f. and an overall lot size average of 12,000 s.f. However, the proposal requests the reduction of front yard setbacks from 20 feet to 15 feet* and the reduction of rear yard setbacks from 25 feet to 15 feet resulting in an overall setback reduction of 15 feet. All other R-1-12 zoning standards would be maintained. It should be noted that a 15-foot-wide pedestrian easement is proposed between the Country Ridge neighborhood and the lots abutting. In addition, as required by Contract 92-10 and as amended by Ordinance No. 2022-103, the applicants are proposing to construct a 6-foot-tall masonry wall between along the rear property lines separating the proposed development from the Country Ridge neighborhood.

**15-foot setback living areas; 20 foot setback garage*

The townhome portion of the proposed development is intended to follow the current R-2 zoning standards for one-family attached dwellings (townhomes) in regard to minimum lot sizes and minimum lot width. The current R-2 minimum lot size for townhomes is N/A or no minimum square feet. The minimum lot width is also N/A; however, the applicants are proposing a minimum lot width of 25 feet.

The applicants are requesting modifications from the following R-2 zoning standards:

Front yard setback:

The R-2 front yard setback for townhomes is 20 feet; however, the applicants are proposing a 12-foot setback for upper stories (while maintaining the required 20-foot setback for the garage level).

Side yard setback:

The R-2 side yard setback for townhome buildings is 6 feet; however, the applicants are proposing a 5-foot setback.

Rear yard setback:

The R-2 rear yard setback is 25 feet; however, the applicants are proposing a 15-foot rear yard setback.

Maximum lot coverage:

The R-2 maximum lot coverage standard is 50%. The applicants are requesting a 65% lot coverage allowance.

Maximum building height:

The R-2 maximum building height standard is 30 feet. The applicants are requesting a maximum building height allowance of 40 feet.

UTILITY AVAILABILITY

City utility mapping records indicate underground utility infrastructure as illustrated in Figure 3 provided below. Written explanations of each utility service are provided in the following sections.

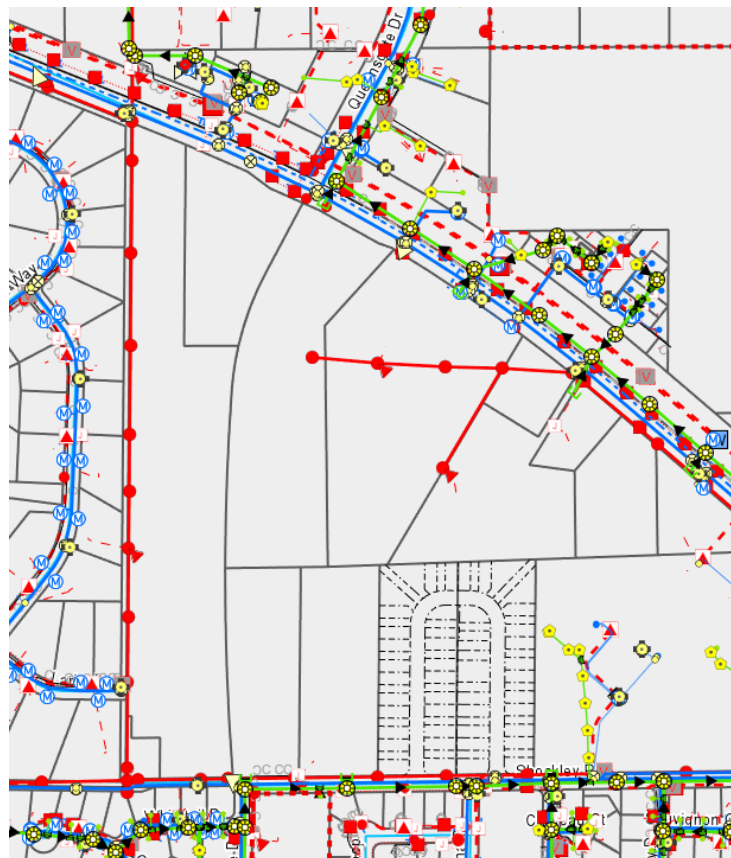


Figure 3 - Utilities Map

(Blue = water, Green = sewer, Red = electrical power)

SEWER

8" sewer main stubs are located north (Queensgate Drive/Keene Road intersection), south (Shockley Road/Queensgate Drive intersection) and east of the project site (property also owned by Columbia Valley Property Holdings, LLC).

WATER

A twenty-four (24) inch water main is located immediately north of the site in Keene Road, while a sixteen (16) inch water main is located south within Shockley Road.

ELECTRICAL POWER

Richland Energy Services (RES), a municipal public utility district, will service future development on the site. Underground power lines currently provide electrical service to the site; however, it is anticipated that electrical service upgrades will be required. The proposed PUD map indicates that 10' utility easements will be provided along the frontage of each new residential lot, thus providing adequate room for electrical services to be installed.

TRANSPORTATION

As indicated above, the site is located between Keene Road (North) and Shockley Road (South). As part of this project, Queensgate Drive will be extended across the site from Keene Road to Shockley Road, completing an essential connection within the City's transportation system. Queensgate will be designed as a complete street with multiple travel lanes, a roundabout, bicycle lanes and pedestrian walks. In addition, Lariat Lane will extend from the southwest corner of the development north and east to the new Queensgate Drive extension. This connection will provide secondary means of access to the Country Ridge residential neighborhood, as well as providing a secondary means of access to the proposed single-family residences to be located on either side of Lambert Drive (Lariat Lane). Finally, a third north/south road with connections to Queensgate will be constructed and used to provide access to the 89 townhome lots that are proposed just to the west of Queensgate.

A detailed Traffic Impact Analysis (TIA) (Exhibit 8) was provided as part of the project submittal packet and was provided to the City's Public Works Department along with all other City Departments and local/regional transportation entities. The TIA was reviewed and ultimately accepted by the City. The improvements outlined by the TIA along with other traffic related projects outlined in the City's Traffic Impact Fee program (TIF) will mitigate for traffic impacts potentially created by the proposed development.

PUBLIC NOTICE

Application Date:	December 14, 2022
Notice of Hearing Mailed:	December 14, 2022
Notice of Hearing Posted:	December 28,, 2022
Notice of Hearing Published:	December 18, 2022
Public Hearing:	January 9, 2023

Notice of application and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 9.

As of the date of this report, city staff has received 10 comments from the general public and governmental agencies (Exhibit 11).

SEPA

The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and reviewed the proposed project for probable adverse environmental impacts. A determination of non-significance (DNS) was issued for this project on January 4, 2023, after utilizing the optional DNS process in WAC 197-11-355 (Exhibit 10).

CRITICAL AREAS

The proposed development site does not contain, nor is it adjacent to, any critical areas as defined by the City's Critical Areas regulations, Chapter 22.10 RMC.

SHORELINE MASTER PROGRAM

The proposed development site is not located within the jurisdiction of the City of Richland's Shoreline Master Program.

COMPREHENSIVE PLAN

Richland's Comprehensive Plan designates the project site for low density, medium density and residential/office development such as those uses allowed by the R-1-12 and R-2 zoning districts. While a Planned Unit Development is not a specific zoning designation, Section 23.50.020 RMC, Uses Permitted, states that a planned unit development district may be approved for any use or combination of uses listed in Chapters 23.14 (Agriculture Zoning Districts) through 23.30 (Public Use Zoning Districts). Chapter 23.14 (Agriculture Zoning Districts) falls within the list of uses approved for planned unit developments. As such, the proposed development is consistent with the Comprehensive Plan.

The following land use map (Fig. 4) illustrates the city's Comprehensive Plan land use designations for the site and surrounding vicinity as depicted by the city's GIS mapping database. The property subject to this specific application is outlined in blue.

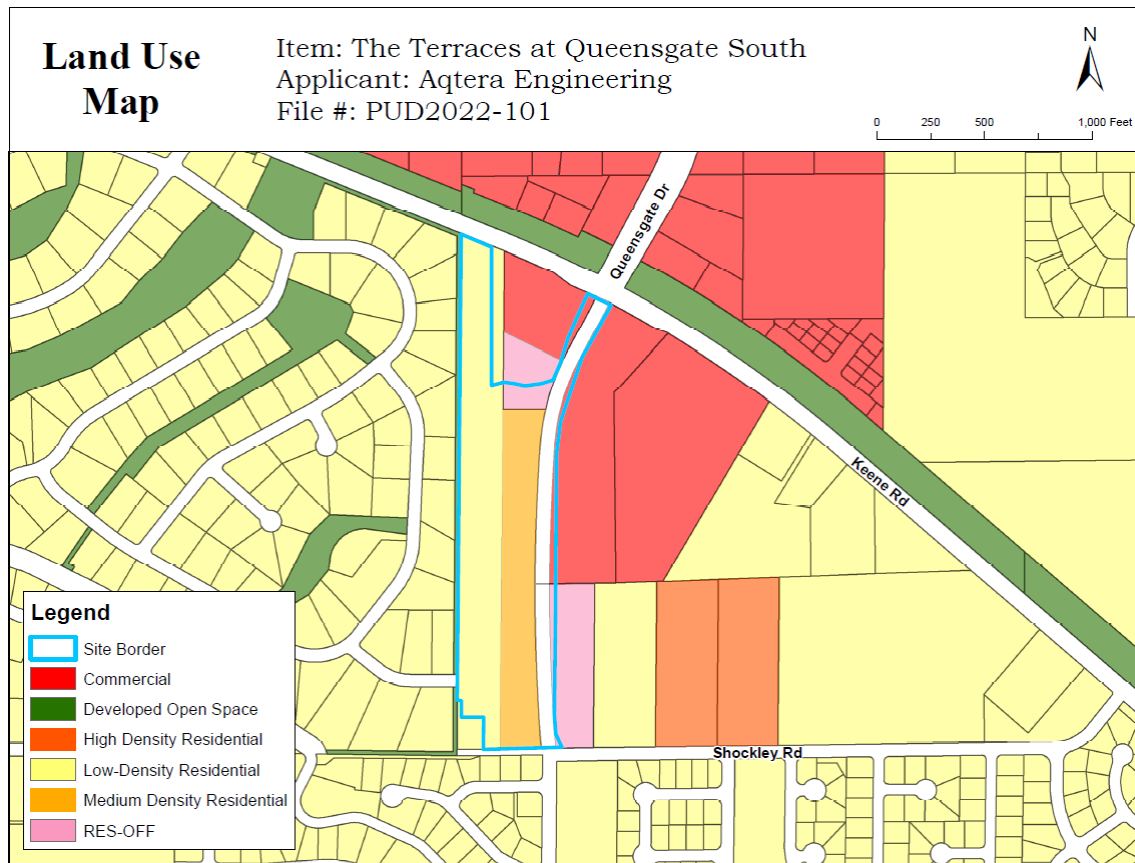


Figure 4 – Comprehensive Plan Map

The Comprehensive Plan contains the following goals and policy statements generally viewed as being in support of the proposed application:

Land Use Goal 1:

Plan for growth within the urban growth area and promote compatible land use.

Policy 2 - Facilitate planned growth and infill developments within the City.

Land Use Goal 2:

Establish land uses that are sustainable and create a livable and vibrant community.

Policy 1 - Maintain a variety of land use designations to accommodate appropriate residential [and] commercial... uses that will take advantage of the existing infrastructure network.

Policy 3 – Ensure that the intent of the land use and districts are maintained.

Land Use Goal 3:

Maintain a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities.

Policy 3 – Innovative and non-traditional residential developments can occur through the use of planned unit developments, density bonuses, new types of housing, and multi-use or mixed-use developments.

BACKGROUND

While this section is added to bring understanding to a specific topic (Contract 92-10) (Exhibit 3) it is not intended to outline the entire history of the site. With that said, in 2009, the previous landowners (Mr. and Mrs. Kerry Watts and others) applied to the City for an amendment to the Comprehensive Plan in order to change the Land Use Classification(s) of their properties in order to promote future development. Contract 92-10 occurred because of an appeal of the City's 2009 Comprehensive Plan to the Growth Management Hearings Board by the Country Ridge Homeowner's Association. Rather than enter a long-drawn out appeal process, the parties agreed to a settlement. The settlement resulted in the Development Agreement (Contract 92-10) being completed and agreed to by the parties. Ultimately, the agreement changed the Comprehensive Plan Land Use Map to reflect the changes in land use authorized by the development agreement (i.e., low density residential along the west, a mixture of commercial, multi-family/office and medium density residential near the center and commercial along the eastern boundary. The agreement indicates that until the site is rezoned to the zoning designations agreed to within the Development Agreement, the current zoning shall be Suburban Agriculture (SAG) and Agricultural (AG). The development agreement contained a number of conditions and indicated that the future zoning shall be consistent with the City's adopted comprehensive plan.

On February 1 and February 15, 2022, the applicants requested that the City agree to amend several of the conditions contained within Contract 92-10. This request was supported in writing by the Country Ridge Homeowner's Association (Exhibit 4). The specific items which were subject to amendment were items numbered 4, 5 & 6 (below).

Ultimately, the intent of the proposed PUD is to rezone this portion of the overall site to match the low density along the west and medium density residential near the center.

The conditions within the Development Agreement as agreed to in Contract 92-10 and amended by Ordinance No. 2022-03 (Exhibit 4) are as follows:

1. A buffer of low density residential along the westerly property boundary of the site, adjacent to Country Ridge (R-1-12)/(3 lots per acre). Rear yards shall face Country Ridge.
2. Areas designated as Medium Density Residential may be developed to an average density of 10 units per acre.
3. A masonry wall at least 6 feet in height shall be installed along the length of the western property boundary (adjacent to Country Ridge).

- ~~4. Queensgate Drive right-of-way shall be dedicated at the time a zoning application (rezone) is made for any portion of the site. The ROW shall be 70 feet in width. Queensgate Drive is classified as a planned Arterial Collector road. Direct access from residential lots will be prohibited and commercial access will be limited to specific access points.~~
4. The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee.
5. Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and shall address:
- a. Building setbacks;
 - b. Maximum building height;
 - c. Landscape screening and/or fencing;
 - d. Restrictions on outdoor lighting;
 - e. Restrictions on location of outdoor storage areas, truck loading docks, and refuse collection areas.

(The intent of the buffer was to provide adequate separation between the proposed commercial/multi-family and the low-density residential properties to the east).

~~No access for future development from the site onto Keene Road will be permitted. Access shall only occur from the Queensgate Drive extension.~~

Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

- ~~6. Zoning for the commercially designated area shall be C-1 (Neighborhood Retail) or be part of a Planned Unit Development that specifically limits the potential commercial uses to those that are compatible with the nearby~~

~~neighborhood. Zoning for the Multi-family area shall be Commercial Limited Business (C-LB) or part of a Planned Unit Development. The permitted development shall be specifically limited to buildings no more than 30 feet in height.~~

6. Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted developments will be limited to building heights no more than forty (40) feet on portions of the Site zoned commercial west of Queensgate Drive.
7. Development proposal with Commercial areas shall be consistent with the design standards (Exhibit B) and Section 23.28.020 (D)(1) through (4) of the RMC.
8. Subdivision of land within the Low-Density residential area shall be via the City's established subdivision review process or as a Planned Unit Development.
9. Development adjacent to Lariat Lane ROW shall provide for the extension of Lariat Lane eastward to the future Queensgate Drive extension. Lariat Lane shall be via an indirect route that will include at least 900 feet of travel in a north-south orientation before connecting to Queensgate Drive. The intent is to provide connectivity between the Country Ridge neighborhood and the site, but to keep Lariat Lane from functioning as a collector street.
10. The process of implementing the Comprehensive Plan may result in some minor deviations to the plan, such as adjustments to zoning boundary lines.
11. The City shall provide notification to the Country Ridge HOA for any development proposal on the site.

This is an important issue to be mentioned because a number of comments received during this PUD process refer to the conditions contained within the development agreement (Contract 92-10 as amended by Ordinance No. 2022-03). It is the applicant's position that their proposal complies with all applicable conditions set forth above.

PLANNED UNIT DEVELOPMENT ANALYSIS

Chapter 23.50 RMC governs the approval and development of Planned Unit Developments. Section 23.50.040.A RMC, specifically indicates that the preliminary PUD plan shall include the following:

1. Relationship of the property to the surrounding area, including identification of nearby uses and peripheral treatment of the PUD to maximize compatibility and integration of the PUD with nearby existing or proposed uses;
2. Proposed land uses and approximate building locations or buildable areas;
3. Location, arrangement and width of proposed streets and pedestrian ways, and the design and arrangement of off-street parking areas, loading areas and recreation vehicle storage areas;
4. Location, layout and conceptual design of parks, playgrounds and open spaces;
5. Location and extent of trees, watercourses, rock outcrops and any other features, indicating any significant features to be removed, improved or preserved;
6. Topography at a minimum five-foot contour interval;
7. Building heights and setbacks from property lines;
8. Preliminary architectural plans and elevations of typical buildings and structures, except single-family detached dwellings;
9. Landscape plans for open space, parks, recreation facilities, streets, parking facilities and pedestrian ways;
10. Proposed ownership pattern, including preliminary subdivision plan if property is to be subdivided;
11. The proposed method of maintaining common facilities;
12. Proposed source of water supply, electric supply, sewage disposal, and storm drainage systems;
13. General timetable of development, including a phasing schedule if the project will be developed in phases; or
14. For PUDs containing residential uses, graphic and, where necessary, written description of proposed nonresidential uses and facilities. In addition, a table shall be provided showing the total site acreage, total number of dwelling units proposed, and the dwelling unit density of adjacent subdivisions.

Based upon staff's analysis of the items submitted, it appears that each of the items listed above have been adequately addressed by the applicants as part of their PUD submittal packet. Specifically, staff refers the hearings examiner to the document provided as part of the overall application. The documents provided clearly outline the regulatory requirements for a PUD and provides written explanation as to how the applicant believes that the proposed PUD complies with the various requirements.

Section 23.50.040.B states that the hearing examiner shall conduct an open record public hearing and review of the request for reclassification to PUD and preliminary PUD plan approval as required by RMC Title 19 for Type IIIA permit applications. The hearing examiner, after public hearing, shall recommend to the city council that the application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:

1. The PUD district development will be compatible with nearby developments and uses;

2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;
4. The development can be completed within a reasonable period of time.

Section 23.50.040.C indicates that the hearing examiner's recommendation shall include findings of fact with due consideration to all issues raised, pro and con, and the reasons for the hearing examiner's action referring expressly to the maps and other documents constituting the proposed plan and program and matters of record.

Staff's review and analysis of the proposed PUD in regard to the four (4) criteria indicated above is as follows:

1. The PUD district development will be compatible with nearby developments and uses;

The proposed PUD will be residential in nature and will consists of townhomes (attached single-family units) and detached residential homes. The locations of which are consistent with and compatible to the agreements contained within Contract 92-10 and as amended by Ordinance 2022-103. The proposed PUD will not contain any agricultural or commercial related uses and therefore is consistent with nearby single-family subdivisions located within the Country Ridge neighborhood and other neighborhoods located south along Shockley Road.

2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;

A 6' tall solid screen/masonry wall is proposed along the western property line located between the proposed single-family homes and the existing Country Ridge neighborhood as conditioned by Contract 92-10 (and as amended by Ordinance 2022-103). The use of fence screening and the proposed 15-foot-wide pedestrian access easement will result in adequate separation between the new single-family homes and the existing homes within the Country Ridge neighborhood and providing a look that is consistent with and compatible with adjacent and nearby residential areas.

3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;

As previously indicated within the Zoning and Comprehensive Plan sections of this report, the proposed development is consistent with the intent of the comprehensive plan and the purpose of the PUD district. Furthermore, the proposed development is consistent with the requirements of Contract 92-10 and subsequent Ordinance 2022-103.

4. The development can be completed within a reasonable period of time.

As indicated in the application materials the applicants expect to complete development of the proposed PUD within the next 1 – 2 years. This timeline includes completion of all roadway and utility infrastructure requirements.

STAFF RECOMMENDATION

Staff has completed its review of the request for a preliminary PUD and change of zone to PUD (PUD 2022-101) and recommends approval of the request based on the following Suggested Findings and Conclusions and Suggested Conditions of Approval:

SUGGESTED FINDINGS AND CONCLUSIONS

1. Aqtera Engineering filed an application on behalf of Columbia Valley Property Holdings, LLC for development of an approximately 20.67-acre residential development project to include 19 single family lots, 89 townhome lots and 5 open space tracts and associated street network.
2. The project site is located upon Assessor's Parcel No. 122983000003003 (Revised Lot 4 of RS 5735) and is generally located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge
3. The project site is located between Shockley Road (South) and Keene Road (North) and sits between the Country Ridge residential neighborhood (west) and larger lots which contain single-family residences (east). The site slopes from its high point in the south nearest Shockley Road to its low point in the northwest corner of the site adjacent to Keene Road.
4. The project site is currently zoned Suburban Agricultural (SAG) and Agricultural (AG).
5. Chapter 23.14.010 (A) RMC indicates that the Agricultural zone is primarily intended for open land uses such as grazing or pasture lands, agriculture, part-time small tract farming, cemeteries, golf courses and parks.
6. Chapter 23.14.010 (B), the suburban agricultural use district is a zone classification providing for residential areas, rural in nature, with sufficiently large lots to allow for the maintenance of certain animals and farm crops, while at the same time establishing and maintaining a living environment of high standards for residential uses.
7. Chapter 23.50 RMC indicates that the purpose of a planned unit development is to provide opportunities to create a more desirable environment through the application of flexible design and development standards to tracts of land under common ownership or control. Planned unit development is intended to encourage the use of new and improved techniques and technology in community development and continued maintenance. It is intended to achieve economics in development and maintenance while providing privacy,

usable open space, safe pedestrian and vehicular circulation, and compatible relationships between different uses.

8. The proposed development intends to follow the current R-1-12 and R-2 zoning standards with several exceptions intended to make the proposed development more compatible with the existing topography and requirements/conditions of Contract 92-10 and Ordinance No. 2022-103.
9. Public water, sanitary sewer and electrical power are all capable of handling the proposed residential development.
10. A Traffic Impact Analysis (TIA) was submitted and reviewed by the City. The City does not believe that trips generated from the proposed PUD will cause any street or intersection to compromise the City's adopted level of service for traffic operations and, recommendations contained within the TIA will adequately mitigate for any potential traffic impacts.
11. Notice of application and public hearing was mailed to all recorded property owners within 300' of the project site on December 14, 2022.
12. Notice of public hearing was posted at the project site on December 28, 2022.
13. Notice of application and public hearing was published in the Tri-City Herald on December 18, 2022.
14. The City of Richland utilized the Optional DNS Process in WAC 197-11-355. The end of the SEPA comment period was December 28, 2022.
15. A determination of non-significance (DNS) was issued on January 4, 2023.
16. The proposed development site does not contain, nor is it adjacent to, any critical areas as defined by Chapter 22.10 RMC.
17. The proposed development site is not located within the jurisdiction of the City of Richland's Shoreline Master Program.
18. The City of Richland Comprehensive Plan designates the subject site as suitable for low density and medium density residential land uses.
19. Contract 92-10 occurred because of an appeal of the City's 2009 Comprehensive Plan to the Growth Management Hearings Board by the Country Ridge Homeowner's Association. Rather than enter a long-drawn out appeal process, the parties agreed to a settlement. The settlement resulted in the Development Agreement (Contract 92-10) being completed and agreed to by the parties. Ultimately, the agreement changed the Comprehensive Plan Land Use Map to reflect the changes in land use authorized by the development agreement (i.e., low density residential along the west, a mixture of commercial, multi-family/office and medium density residential near

- the center and commercial along the eastern boundary. The agreement indicates that until the site is rezoned to the zoning designations agreed to within the Development Agreement, the current zoning shall be Suburban Agriculture (SAG) and Agricultural (AG). The development agreement contained a number of conditions and indicated that the future zoning shall be consistent with the City's adopted comprehensive plan.
20. On February 1 and February 15, 2022, the applicants requested that the City agree to amend several of the conditions contained within Contract 92-10. This request was supported in writing by the Country Ridge Homeowner's Association.
 21. On February 15, 2022 the Richland City Council adopted Ordinance No. 2022-103 which amended Contract 92-10.
 22. The intent of the proposed PUD is to rezone this portion of the overall site to match the low density along the west and medium density residential near the center.
 23. Chapter 23.50 RMC governs the approval and development of Planned Unit Developments.
 24. Section 23.50.040.A RMC outlines fourteen (14) items that shall be shown and/or indicated in a PUD application.
 25. Section 23.50.040.B states that the hearing examiner shall conduct an open record public hearing and review of the request for reclassification to PUD and preliminary PUD plan approval as required by RMC Title 19 for Type IIIA permit applications. The hearing examiner, after public hearing, shall recommend to the city council that the application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:
 1. The PUD district development will be compatible with nearby developments and uses;
 2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
 3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;
 4. The development can be completed within a reasonable period of time.

SUGGESTED CONDITIONS OF APPROVAL

Pre-Plat Specific Conditions

1. The limits (boundary) of this phase are not clearly depicted on the pre-plat map and need to be. Please provide a clear border of Phase 1.

2. The preliminary plat is not showing any phase lines. Phasing is not required but if the project is to be phased during construction, phasing lines need to be shown on the pre-plat map.
3. If the existing city-owned storm pond at the Southwest corner of phase 1 is relocated and the intent is to purchase and develop that parcel, utilities and access should be extended to its border as part of the phase 1 improvements.

General Conditions:

4. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically. Addendums are not allowed and all information shall be supplied in full size (and electronic) format. When construction of the public infrastructure has been substantially completed, the applicant shall provide paper and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic record drawings shall be submitted in an AutoCAD format compatible with the City's CAD software. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to final plat.
5. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
6. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning work, per RMC Chapter 12.08. The applicant shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued.
7. Public utility infrastructure located on private property will require recording of a City standard form easement prior to final acceptance of the infrastructure. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final occupancy. Once received, the City will prepare the easement document and provide it to the

- developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City.
8. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
 9. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
 10. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

11. Public improvement design shall follow the following general format:
 - A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details, Public Infrastructure Design Guidelines and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.
 - B. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - C. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - D. The minimum centerline finish grade shall be no less than 0.30% and the maximum centerline finish grade shall be no more than 10.0% for local streets. 12% can be allowed for local streets for short distances.
 - E. The minimum centerline radius for local streets shall be 100-feet.
 - F. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - G. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - H. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
12. If the project will be built in phases the applicant shall submit a comprehensive master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.

13. If the City Fire Marshal requires a secondary emergency vehicle access (SEVA), it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVAs only).
 - B. Permanent SEVA's shall be paved with 2-inches of asphalt, minimum.
 - C. 2% cross-slope, maximum.
 - D. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - E. Be 20-feet in width.
 - F. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept.

14. SURVEY MONUMENT DESTRUCTION:

All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.

- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). (WAC 332-120-030(2) and RCW 58.09.130).
- B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
- C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal, and then file a permit with the DNR. It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

15. The "Terraces at Queensgate South Ph.1" preliminary PUD plat is subject to the City's traffic impact fee program (RMC 12.03). Since this property is included within the traffic impact fee program, and since staff analysis

- indicates the project will create no unusual or unanticipated traffic impacts, it is exempt from the SEPA-related traffic study requirement (TIA). The developer of this proposed project shall receive “credits” for construction of Queensgate Drive and improvements to the Queensgate/Keene intersection as allowed under RMC 12.03.
16. Queensgate Drive adjacent to the phase 1 boundary shall be completed to City standards at the time of development. A complete road section (including curb & gutter, street lighting & storm drainage on both sides, and sidewalk on the west side) shall be built concurrent with phase 1 from Shockley Road to the southern limits of the future roundabout at the intersection with “Lambert Drive”. As a minimum requirement Queensgate Drive shall be constructed to the City’s rural section standard from that point North to Keene Road. Queensgate Drive shall be widened to 3-lanes at the intersection with Keene Road. Alternatively, the developer may, with the approval of the Public Works Director, improve Queensgate Drive and the Keene Road / Queensgate Drive intersection to include some or all of its final design features.
 17. The developer and their engineer shall ensure that appropriate right-of-way width is provided for a future roundabout on Queensgate Drive at “Lambert Drive”, and also for the street width required for the future Queensgate build-out between “Lambert Drive” and Keene Road. The final design of Queensgate Drive and the roundabout may require additional right-of-way beyond what is proposed on the preliminary plat.
 18. Improvements to the traffic signal at Queensgate Drive and Keene Road shall be completed with the extension of Queensgate Drive south of Keene Road prior to final plat of phase 1. These improvements shall include necessary signal adjustments, lane configurations, and pedestrian facilities as required by the City Traffic Engineer.
 19. The Queensgate Drive improvements shall be extended across the 30-foot-wide Shockley utility corridor south of this parcel boundary and be contiguous with the existing Queensgate curb & gutter. New sidewalk shall also be extended from the end of the existing sidewalk to this parcel. A driveway shall be provided to allow for access to the utility corridor that lies west of Queensgate.
 20. Widening of existing Queensgate Drive south of Shockley Road, as directed by the Public Works Director, shall be completed to ensure appropriate vehicle and bike lane widths and alignment of the drive lanes at the Queensgate and Shockley intersection. This may involve installation of turn lanes as required by the Public Works Director.
 21. “Lambert Drive” (an extension of Lariat Lane) shall be constructed as a city standard full-width local street from the western plat boundary to the western limits of the future roundabout at Queensgate Drive. It shall be constructed from that point as a rural section roadway to intersect with Queensgate Drive.

22. The “Lambert Drive” right-of-way can be narrowed to 54-feet and does not have to be 60-feet wide as shown on sheet PP05.
23. Per city standard details, a 5-foot-wide separated asphalt pedestrian pathway shall be provided adjacent to all rural section roadways.
24. A note will be shown on the face of the final plat stating that Queensgate Drive is classified as a “Major Collector” street. Subsequently, no driveways accessing single family lots will be allowed directly onto it.
25. The intersections with Queensgate Drive proposed for phase 1 are acceptable as shown, but any future changes will be subject to approval by the City Engineer.
26. The centerline radius of “Lambert” Drive is depicted as 47-feet (Sheet PP05 of the pre-plat). This needs correction as per Richland Municipal Code the minimum centerline radius for a local street is 100-feet. Alternatively, the applicant can construct a city standard “Local Street Right Angle Intersection” at this curve.
27. The proposed 40-foot-wide secondary emergency access (SEVA) easement between Lots 10 and 11 could be an extension of the roadway from the hammerhead turnaround to “Lambert” Drive. If the intent is for it to only be a SEVA, it can be reduced to 20-feet wide. Either way it shall be paved as it is a permanent feature.
28. Any roadways narrower than 32-feet shall have parking restricted on one side, and any roads narrower than 27-feet shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developer’s expense. The restricted parking areas shall be indicated on the construction plans and the final plat.
29. The 40-foot road corridor width shown on the preliminary plat at both ends of “Chelan Drive” implies a single-frontage street standard. If this is to be the case then parking shall only be allowed on the side of the street opposite from the home frontage.
30. City standard local streets are intended to support on-street parking. This development will create a demand for parking off of the developed lots, which could be alleviated if adequate parking is provided for on the City streets. Because of the density of the housing units and the number of proposed driveways there is a need to design available spaces for on-street parking. Driveway spacing and widths shall be designed to allow for a minimum of one on-street vehicle parking space per every two dwelling units.
31. The developer and their engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet

- City and ADA requirements, and also provide adequate separation between driveways and/or pedestrian ramp transitions; provided that the Public Works Director shall have discretion and authority to adopt and implement an updated design standard, authorizing curb modifications or combining depressed driveway access points for adjacent lots without a transition up to normal sidewalk in between so as to facilitate a final design that provides an adequate number of on-street parking spaces.
32. Adequate right-of-way shall be provided at street corners to allow for at least 1-foot of ROW behind the pedestrian ramp landings. Crosswalks between pedestrian ramps shall be designed to City standards. Crosswalks at stop-controlled intersections shall have cross-slopes less than 2%. Crosswalks crossing thru-streets shall have cross-slopes less than 5%. The road profiles shall be designed to accommodate this.
 33. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements. The “hammerheads” at either end of “Chelan Drive” shall be constructed to International Fire Code (IFC) requirements. This may require additional ROW or access easement to be dedicated.
 34. Concrete sidewalks shall be installed around the entire perimeter of both hammerhead turnarounds.
 35. Street names are not reviewed or vested until construction plans are submitted for review. The street names included on the pre-plat may not be approved or available during the construction plan review process.
 36. Sidewalks & pedestrian pathways shall be installed along all public right-of-way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, HOA tracts, etc.).
 37. Show vision-clearance triangles on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines.
 38. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turnarounds built at the end of them. If the temporary turnaround is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

39. The proposed preliminary plat is located within both the Tapteal 1 and 2 water pressure zones. The closest Tapteal 1 watermain is located in Keene Road to the North, and the closest Tapteal 2 main lies in Shockley Road to the South and Lariat Lane to the West. It shall be the responsibility of the developer to

- extend both water mains to and through this property to adequately serve domestic water to the correct pressure zones at the time of project construction. These water mains shall be sized to adequately supply domestic water and fire flows to the proposed developments.
40. The extension of both water pressure zones into this project will require looping. Looping of the water system provides redundancy, increases flow and helps to eliminate stagnant water.
 41. In accordance with municipal code, domestic water mains shall be extended to the adjoining properties adjacent to the preliminary plat, provided they are in the correct pressure zone.
 42. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations or oversizing of the main where needed.
 43. A 10-foot-wide exclusive water easement shall be provided for any water main that is outside of the public Right-of-Way.
 44. The fire hydrant layout shall be approved by the City Fire Marshal.
 45. In accordance with Richland Municipal Code Chapter 18.16.080, an irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for the residential portion of this development. Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer. The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.

Sanitary Sewer:

46. The closest sanitary sewer available for this development is located at in Keene Road to the North. It shall be the responsibility of the developer to extend a sewer main to and through this property to serve sanitary sewer to all parcels at the time of plat construction.
47. A 10-foot-wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.

48. Sanitary sewer shall be extended to the adjoining properties adjacent to the preliminary plat.

Storm Water:

49. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. The Developer shall be responsible for compliance with the permit conditions. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
50. The proposed storm drainage and grading of all commercially zoned areas within the proposed development shall be shown on the plans (most grading and drainage plans must be prepared by a licensed civil engineer). If site contains at least 1,000 sq.ft. of new asphalt, and/or contains 30% or more impervious surfaces, storm drainage calculations from a licensed civil engineer are required. Stormwater shall be kept on-site (on the developing commercial property that generated it). Stormwater shall not be flowed onto adjacent properties, or to the public Right-of-Way, without first obtaining written permission.
51. For commercially zoned properties; the on-site storm drainage systems shall be designed following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". Calculations shall be stamped by a registered professional Civil Engineer. The applicant's design shall provide runoff protection to downstream property owners.
52. All public storm drainage collection systems shall have their flow rate and storage capacity designed by a professional engineer following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". The storm water calculations shall be stamped by a professional engineer and shall include a

- profile of the storm system showing the hydraulic grade line. The calculations should include an accurate delineation of the contributing drainage area to accurately size the stormwater facilities. Passing the storm water downhill to an existing storm system will require an analysis of the downstream storm system to determine its capability of accepting the storm water without being overwhelmed. The applicant's design shall provide runoff protection to downstream property owners.
53. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
 54. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
 55. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
 56. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond, then the engineer will need to demonstrate that the pond will drain itself within 72 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not percolate within 72 hours.
 57. The amount of post-development storm runoff from the proposed site shall be in compliance with RMC Chapter 16.06.
 58. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
 59. The parcel occupied by the stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the city's needs for maintenance.
 60. The developer shall consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. The City's typical storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal. If the pond location is deemed by City staff as being in a prominent location the developer shall design and install fencing and/or landscaping to mitigate the pond's visible character for the surrounding properties. If the City requires this type of treatment to the pond site, the developer may propose landscaping

treatments consistent with the development and establish maintenance responsibilities to remain with the development. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation unless the developer intends to maintain an irrigated pond site. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above.

61. The developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. At 11 months after the final acceptance date the developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected the City will begin routine maintenance of the system and basin. The developer shall replace any plantings that have failed to survive the warranty period. The developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12-months following the date of final plat acceptance.

Final Platting Requirements:

62. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
63. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements or rights-of-way for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
64. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance.
65. Ten-foot-wide public utility easements will be required on the final plat along both sides of all rights-of-way within the proposed plat. They will also be required where the plat is adjacent to an existing right-of-way.

66. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
67. The final plat shall include notes identifying all common areas including any private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowner's association. A note shall be added to the face of the final plat that states: *"The private roads are for the use and benefit of the homeowners that abut said roads and are to be maintained by the owners. The City of Richland accepts no maintenance responsibility for private roads"*.
68. A note shall be added to the face of the plat that states: *"The private drives within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable."*
69. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
70. A one-foot "No access / screening easement" will be required along the Queensgate Drive Right of Way.
71. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
72. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.

Planning requirements:

73. Future development phases 2 and 3 shall be removed from the phasing plan and shall be considered stand-alone projects requiring additional review and permitting from the City.

EXHIBIT LIST

1. PUD Application Materials
2. PUD/Plat Maps
3. Contract 92-10
4. Ordinance 2022-103
5. Geotechnical Report & Soils Report
6. Landscaping Plan
7. Project Renderings
8. Traffic Impact Analysis
9. Public Notices & Affidavits

10. SEPA DNS & SEPA Checklist
11. Agency & Public Comments



Exhibit 1 - Application Materials

City of Richland
Development Services

625 Swift Blvd. MS-35
Richland, WA 99352
☎ 509-942-7794
✉ 509-942-7764

Planned Unit Development (PUD) Application

Note: A Pre-Application meeting is required prior to submittal of an application.

PROPERTY OWNER INFORMATION

☐ Contact Person

Owner: Mallikarjuna R Vallem/Columbia Valley Property Holdings LLC

Address: 16455 NE 99th Street, Redmond, WA 98052

Phone:

Email: maliksss@gmail.com

APPLICANT/CONTRACTOR INFORMATION (if different)

☐ Contact Person

Company: Aqtera Engineering

UBI#:

Contact: Caleb Stromstad, Project Manager

Address: 2705 Saint Andrews Loop, Suite C, Pasco, WA 99301

Phone: 509.845.0208

Email: caleb@aqtera.com

SURVEYOR INFORMATION

Contact: John Becker, AHBL

Address: 5804 Road 90, Suite H, Pasco, WA 99301

Phone: 509.380.5883

Email:

ENGINEER INFORMATION

Contact: Nathan Machiela, Knutzen Engineering

Address: 5401 Ridgeline Drive, Suite 160, Kennewick, WA 99338

Phone: 509.222.0959

Email: nathan@knutzenengineering.com

PROJECT DESCRIPTION

Phase I of a mixed use development project to include 19 single family lots, 89 townhome lots, 5 open space tracts and associated street network.

PROPERTY INFORMATION

Parcel #: 122983000002004, 122983000003003

Zoning: Agriculture & Suburban Agriculture

Legal Description:

See attached plat map

Proposed Development Name: The Terraces at Queensgate South

Gross Acreage: 20.93 acres

Number of Lots: 108

Smallest Lot Size: 1,581 sq. ft.

Net Lot Area Acreage: 9.45 acres

Avg. Lot Size: 3,808 sq. ft.

Largest Lot Size: 15,624 sq.ft.

Domestic Water Supply: ☒ City ☐ Private Well

Sewage Disposal: ☒ City ☐ Septic

Irrigation Source: ☐ City ☐ Private Well ☐ Columbia Irrig. District ☒ Kennewick Irrig. District ☐ Other

SEPA Checklist submitted? ☒ Yes ☐ No

Title Report (Subdivision Guarantee) submitted? ☒ Yes ☐ No

APPLICATION MUST INCLUDE

1. Completed application and filing fee
2. Refer to RMC 23.50.030

UTILITY**APPROVAL RECEIVED**

Power	☐ Yes	☐ No
Telephone	☐ Yes	☐ No
Natural Gas	☐ Yes	☐ No
Cable TV	☐ Yes	☐ No

I authorize employees and officials of the City of Richland the right to enter and remain on the property in question to determine whether a permit should be issued and whether special conditions should be placed on any issued permit. I have the legal authority to grant such access to the property in question.

I also acknowledge that if a permit is issued for land development activities, no terms of the permit can be violated without further approval by the permitting entity. I understand that the granting of a permit does not authorize anyone to violate in any way any federal, state, or local law/regulation pertaining to development activities associated with a permit.

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application and have documented all applicable requirements on the site plan.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW or I am exempt from the requirements of Chapter 18.27 RCW.
4. I understand this permit is subject to all other local, state, and federal regulations.

Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.

Applicant Printed Name: Mallikarjuna R Vallem

Resubmitted 12/13/2022

Applicant Signature: Mallikarjuna Vallem

Date 06/24/2022

The Terraces at Queensgate South

Preliminary Planned Unit Development and
Preliminary Plat Application

Columbia Valley Properties Holding Company LLC

November 2022

Project Information for The Terraces at Queensgate South

The Village at Queensgate South and The Terraces at Queensgate South are two phases of a proposed planned development on a 47.5-acre site located in South Richland between Keene and Shockley Roads, east of the Country Ridge subdivision. Columbia Valley Property Holdings, LLC seeks approval of phase I for planned unit development and preliminary plat application to construct a mixed use project with single family residences, and townhomes.

Project Team

Owner

Mallikarjuna R Vallem
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rboileau@lrsarchitects.com

Architect – Townhome Design

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Land Use Planner

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rsimon60@gmail.com

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Appendices

- A. Soils Report – USDA Natural Resources Conservation Service
- B. Geotechnical Engineering Evaluation – Intermountain Materials Testing & Geotechnical
- C. Cultural Resources Report – GRAM Northwest, LLC
- D. Traffic Analysis – PBS
- E. Record of Survey – AHBL
- F. Topographic Survey – AHBL
- G. Preliminary Plat Maps – Knutzen Engineering
- H. Architectural Renderings – IHB Architects
- I. Landscape Plan – Lango Hansen

Project Description

Introduction

The Terraces at Queensgate South and the Village at Queensgate South are two phases of a mixed use planned development project proposed on a 47.5 acre site located between Keene and Shockley Roads in South Richland. At full build-out the project will be a vibrant community with a variety of housing types and densities, including 19 large single family lots and 260 townhome units. Adjacent to the residential component of the project, well-designed community commercial services are planned including a grocery, pharmacy, four two story commercial buildings and a hotel. Between the commercial and residential components, an urban open space area will provide a public gathering place for the community. Interwoven through the project is an important arterial street extension: Queensgate Drive will be extended across the site from Keene Road to Shockley Road, providing a critical link in Richland's transportation system. Queensgate will be designed as a complete street with multiple travel lanes, a roundabout, bicycle lanes and pedestrian walks. Generous landscaping, including street trees and open space tracts will be placed throughout the development. Together with the modern architectural design of the commercial buildings and townhomes the project will be an attractive, vibrant community that will be a highly desired place to both live and shop and will be an important asset in the South Richland community.

FULL SITE PLAN

A1.2

- LOW-RISE COMMERCIAL
- MEDIUM-RISE COMMERCIAL
- TOWN HOMES

- A** PEDESTRIAN CONNECTION
- B** FESTIVAL STREET
- C** STORM WATER BASINS
- D** 6' HIGH ESTATE WALL



Figure 1: Queensgate South at Full Build-Out

Phasing

Phase I consists of the development of the western 22 acres of the site and includes only residential development consisting of a 19 lot single family subdivision along the proposed Lambert Drive and 90 townhome lots located west of the Queensgate Drive corridor. Four open space tracts totaling .56 acres would be interspersed throughout the development. A storm drainage pond or series of ponds would be built in the northwestern corner of the site. Queensgate Drive would be extended across the full site; those portions of Queensgate adjacent to the Phase I development would be built to a full City street standards, while the portion of Queensgate extending to Keene Road would be built to a rural standard. (Full Queensgate Drive improvements would be built with Phase II development.) Lambert Drive, a local street would provide access to the single family large lots and provide a connection to Lariat Lane on the western boundary of the project site.

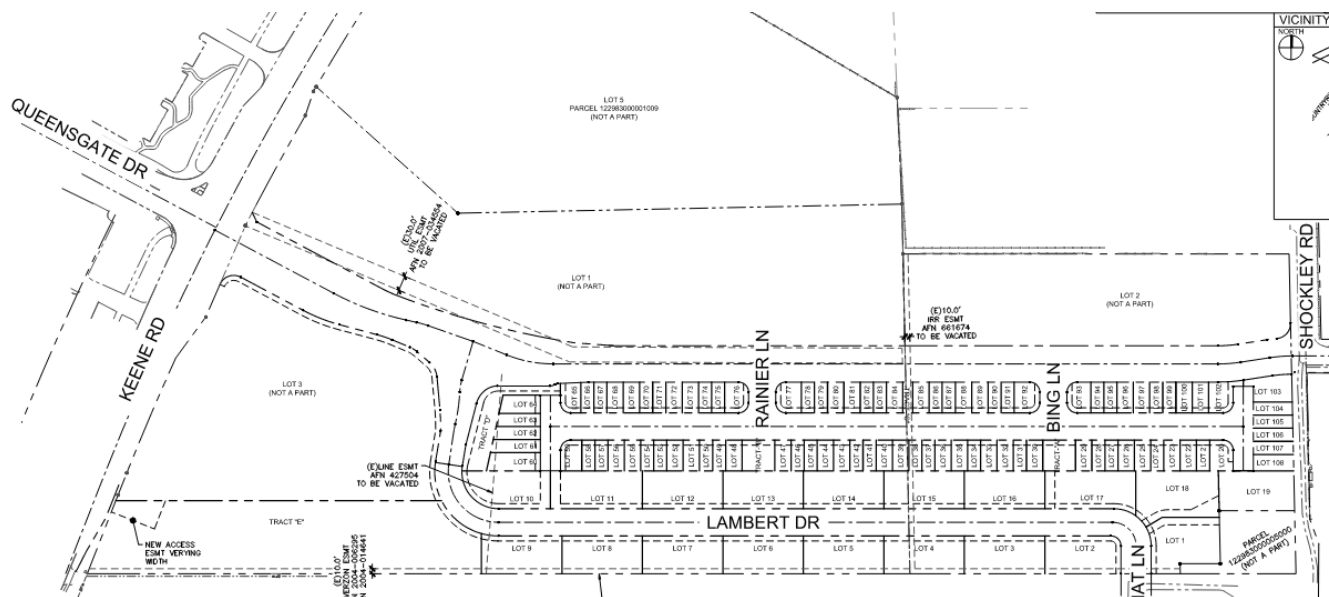


Figure 2: Phase I Development – The Terraces at Queensgate South

Development Standard	Single Family	Townhome	Combined
Smallest Lot	11,218 sq. ft.	1,525 sq. ft.	1,525 sq. ft.
Largest Lot	15,208 sq. ft.	3,474 sq. ft.	15,208 sq. ft.
Average Lot Size	12,105 sq. ft.	1,924 sq. ft.	3,823 sq. ft.
Net Lot Acreage	5.28 acres	4.02 acres	9.30 acres
Open Space Tracts (no./area)	0/0	4/.56 acres	4/.56 acres
Rights-of-Way	1.86 acres	5.09 acres	7.05 acres
Net Density	2.66 units/acre	8.52 units/acre	6.44 units/acre

Table 1: Phase I Lot Sizes and Density

Existing Conditions

The Phase I portions of the site are currently undeveloped. The Phase II area is also vacant except for a 12 acre cherry orchard and a single family residence located near the eastern boundary of the site.



Figure 3: Vicinity Map

Land use adjacent to the project site includes a low density single family neighborhood (Country Ridge) located along the western boundary of the site; a second single family subdivision (Badger Den) is located to the south across Shockley Road from the site. Additional detail of adjacent residential developments is shown in Figure 4

below. Commercial development is located across Keene Road to the north of the site; and two single family residences on large lots are located to the east of the site.

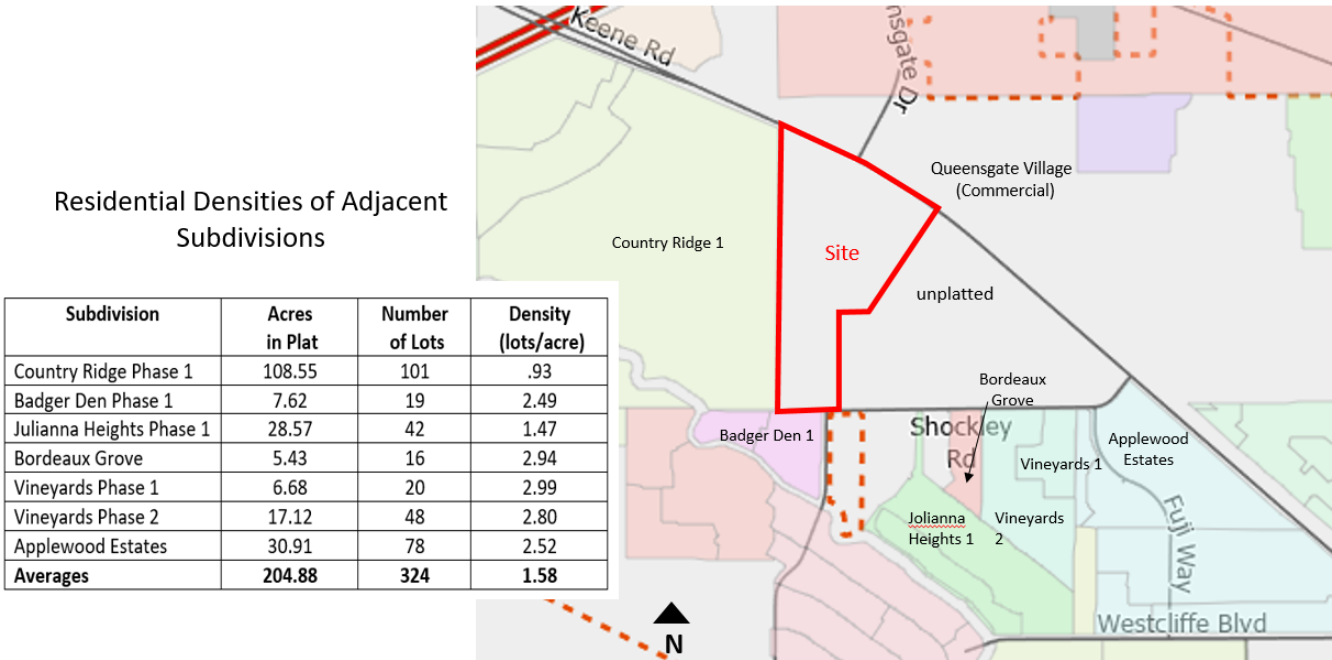


Figure 4: Existing Residential Densities of Adjacent Subdivisions

History

In 2010 a group of six property owners approached the City to amend the comprehensive plan for this site. Objections to the proposal from the adjacent landowners in the Country Ridge development resulted in the City entering into a development agreement with the landowners (Richland Contract #92-10). Over time the ownership of the property changed. Now, Columbia Valley Property Holdings, LLC acquired the property. Some modifications to the agreement were approved by the City earlier this year. (Copies of both the original and revised agreements are attached.) The Queensgate South project has been designed to comply with the provisions of both the comprehensive plan and the development agreement.

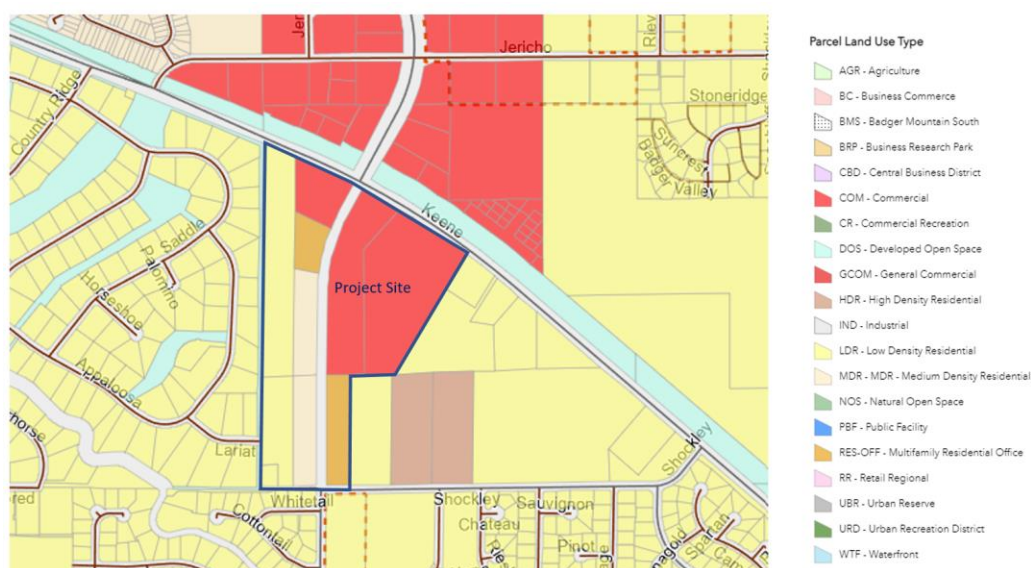


Figure 5: Comprehensive Plan Land Use Map

Zoning

Existing zoning of the site is agricultural and suburban agriculture. The proposed PUD zoning would follow the comprehensive plan designations established by the City in 2010, with low density residential along the westerly property boundary adjacent to the Country Ridge neighborhood that is proposed to be developed with 19 lots meeting the City's R-1-12 zoning standards. The proposed townhomes would be located on the portion of the site designated as Medium Density Residential and Multi-Family Residential/Office. The remainder of the site would be developed under a future Phase II PUD application

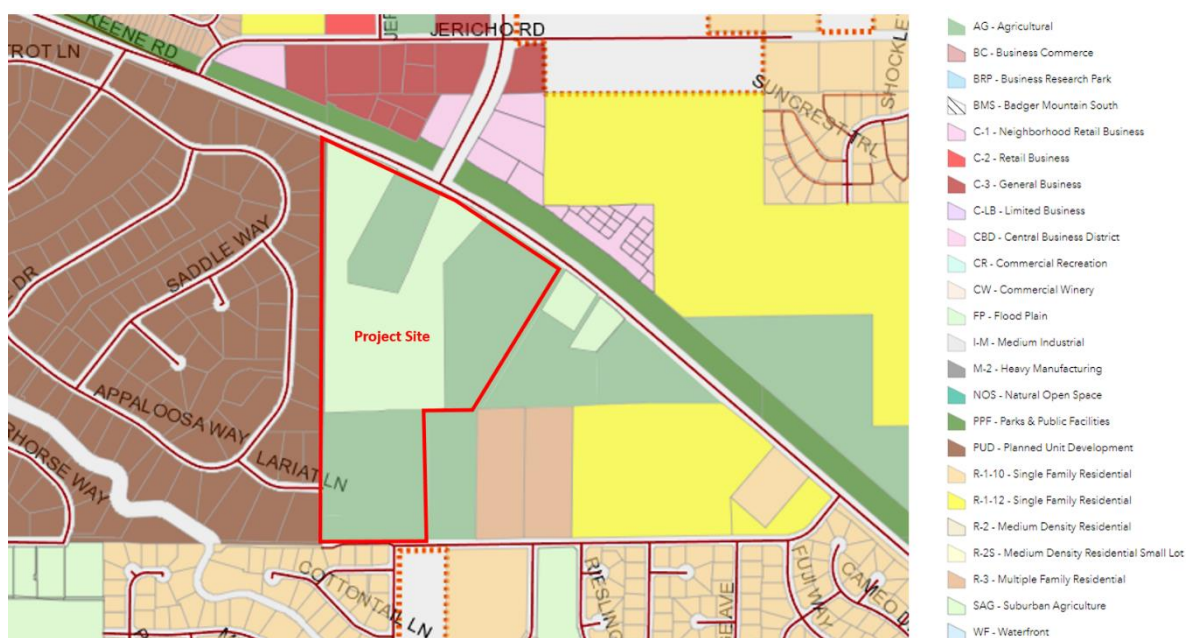


Figure 6: Existing Zoning Map

Transportation

The City's Transportation Plan calls for the extension of Queensgate Drive, an arterial collector street, across the site as part of its Functionally Classified Street Network. Under full buildout, Queensgate South will fully build this arterial street, with multiple travel lanes, turn lanes, a roundabout, bicycle paths and pedestrian walkways. Phase I construction would result in the following Queensgate improvements:

Extension of Queensgate Drive north from Shockley Road adjacent to Phase I development to include three vehicle lanes, bike lanes and sidewalks to meet City collector street standards. The remaining portions of Queensgate Drive to Keene Road would be constructed with two lanes, meeting the City's rural street development standard.

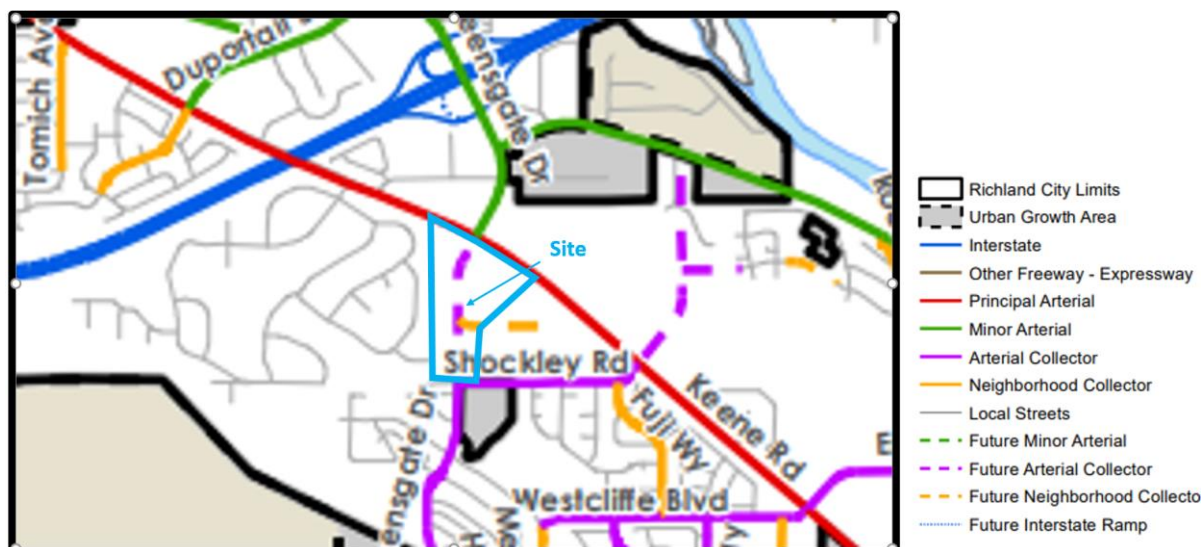


Figure 7: Richland Functionally Classified Street Network Plan

Other streets included in the Phase I project would be built to local street standards as defined in the municipal code and would provide for 2 travel lanes, on-street parking and turn-around areas large enough to accommodate emergency vehicles. Lambert Drive, the street that would access the low density residential lots would be connected to Lariat Lane, a street that borders the western boundary of the site and provides a connection to the adjacent Country Ridge neighborhood.

Site Characteristics

The site is largely free from natural constraints to development, as illustrated by Richland's critical areas map that shows that there are no known critical areas on-site which would limit development. Studies completed for the proposed development include a detailed soils survey, a geotechnical report, a site survey and topographic survey and a cultural resources report. All of these documents are attached.

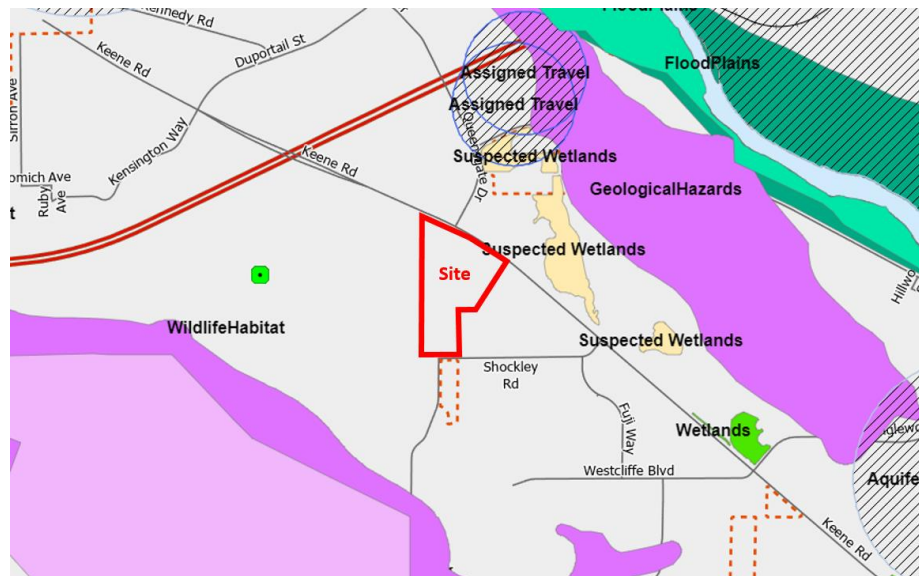


Figure 8: Richland's Critical Areas Map

Open Space

Within Phase I development there are four open space tracts, totaling .56 acres in area. These open space tracts would accomplish several purposes. First, a small open space tract extending between the proposed Chelan Drive and Queensgate Drive would provide a mid-block pedestrian connection to encourage pedestrian activity within the townhome neighborhood. As Phase II develops, additional pedestrian connections would be provided between the townhome and commercial portions of the site. Two open space tracts would be placed directly opposite a street intersection so that vehicles turning from Queensgate Drive into the townhome neighborhood would have a point of visual interest and would avoid a situation where turning cars would shine their headlights directly into homes. The fourth open space area will provide some separation between the townhomes and the proposed commercial development to the north that is planned for Phase II.

Maintenance of these open spaces will be managed by a Home Owners Association that will be comprised of the townhome owners. Additional details of the HOA will be provided as part of the Final PUD submittal.

Landscaping

Landscaping of the Phase I area will include the placement of street trees along all public rights-of-way and landscaping of the common open space tracts. Additionally, a six foot masonry wall will be built along the westerly and southerly property boundaries to provide a separation between the project and the adjacent neighborhoods. Landscaping and buffering along the eastern boundary of the site will be addressed in the Phase II submittal.



Figure 10: Landscaping Plan

Townhome Development

The proposed townhomes are 3 story structures, with garages on the first level and living spaces on the upper two levels. The units would be clustered together generally in groups of four units with a 10 foot setback between groups of buildings; however; one grouping of buildings will contain six units. The development is arranged so that units fronting on Queensgate Drive would be accessed from the local side street, so that no unit would have direct access onto Queensgate.

Each unit would have a two car garage and a driveway that could accommodate two additional off-street parking spaces. The rendering below is an example of how the townhomes would appear. Additional renderings are attached.



Figure 11: Architectural Rendering of Townhomes

Development Standard	Townhomes
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Minimum Lot Size – One-Family Attached Dwelling	1,525 sq. ft.
Minimum Lot Width – One-Family Attached Dwelling	25 ft.
Minimum Front Yard Setback	20 feet garage level 12 feet upper stories
Minimum Side Yard Setback	0 feet interior unit/5 feet end unit
Minimum Rear Yard Setback	15 feet
Maximum Lot Coverage ^a	65%
Maximum Building Height – Main Building	40 feet

Table 2: Townhome Development Standards

Single Family Residence Development

The proposed single family residential lots would form two tiers of lots along the westerly property boundary and would line both sides of Lambert Drive as called for the development agreement (See attached Contract #92-10). These lots have been designed to be wide and shallow. This result is that there are fewer lots bordering the Country Ridge subdivision than there otherwise would be. The proposed lots average 150 feet in width as opposed to the 90 foot width mandated in the R-1-12 zoning standards. The reduction of 5 feet in the rear yard setback is mitigated by the presence of a 15 foot wide pedestrian easement that runs between the site and the Country Ridge neighborhood. Additionally, the six foot masonry wall that will be built along the property boundary provides adequate separation between the two projects. Reduction of the front yard setback is again a minor deviation that wouldn't generally be noticeable to passersby and still provides adequate room for off-street parking in the driveway area. These two minor setback reductions allow an additional 15 feet of building envelope on each lot and will provide home builders design flexibility to be able to build slightly larger and more attractive homes, thereby benefitting both the project and the adjacent neighborhood.

Development Standard	Single Family Lots
Average Lot Size	12,105 sq. ft.
Minimum Lot Size	11,218 sq. ft.
Front Yard Setback	15/20 feet*
Side Yard Setback	10 feet
Rear Yard Setback	15 feet
Setback from Private Access Easements	6 feet
Building Height	30 feet
Maximum Lot Coverage	40%
Accessory Building Height	16 feet

*15 foot setback living areas; 20 foot setback garage

Table 3: Single Family Lot Development Standards

Given the relatively wide and shallow nature of the single family lots, side entry garages may be an attractive option for homebuilders. In order to provide for this type of design, driveways may be placed along a side property boundary and may be shared with the adjacent lot. Driveway width shall be as determined by City standards.

Accessory buildings shall be governed by the city zoning code provisions regulating the size and setbacks of detached accessory buildings as set forth in RMC 23.38.020. Fencing height limitations and locations shall be as specified in RMC 23.28.070.

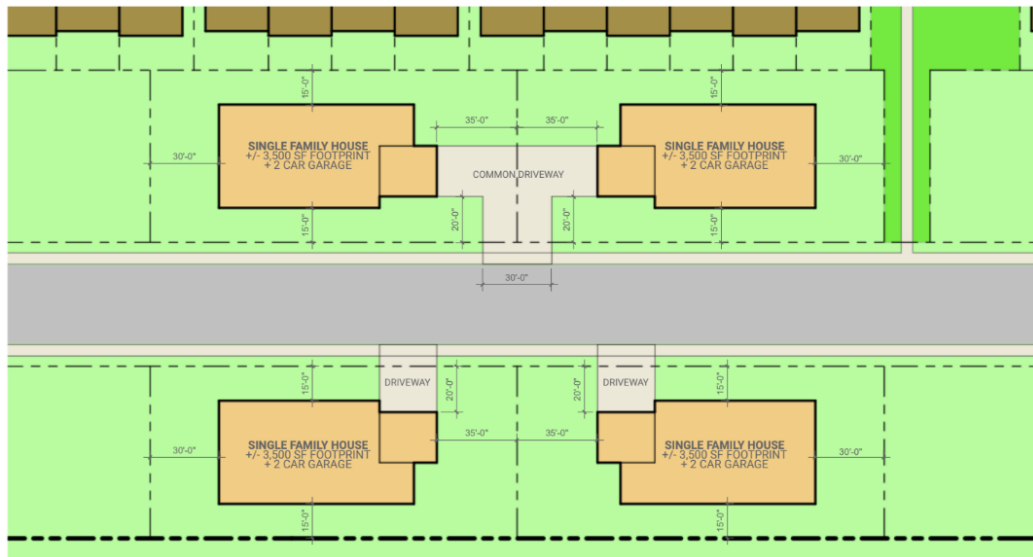


Figure 12: Potential Single Family Lot Configurations

Utilities

Utilities needed to serve the project include domestic water, sewer, electrical service and garbage collection to be provided by the City of Richland. Irrigation water would be provided by the Kennewick Irrigation District. Cascade would supply natural gas to the project. Spectrum would provide cable. Storm drainage would be retained on site. An existing storm pond located adjacent to the extreme southeastern corner of the property would be retained. A series of ponds would be located in the northwest corner of the site. Phase II development may require additional storm drainage facilities to be located along the northern boundary of the site, adjoining Keene Road. Specific details will be provided at the time that Phase II development plans are submitted for review.

Ownership

Individual townhome and single family residential lots will be sold. Townhome owners will be included in a Home Owners Association to maintain the open space areas within Phase I. This HOA would be

expanded to include the townhome lots in Phase II of the project together with the open spaces set aside in that Phase of development.

Timing of Development

Phase I development will begin as soon as possible. Detailed engineering design will begin once preliminary plat and PUD approvals are granted. Construction of streets and utilities would immediately follow construction approvals and would be anticipated to start no later than the fall of 2023. Phase II preliminary design and preliminary PUD approval would begin by the fall of 2023, with the hope that commercial construction could be initiated in 2024. The development team respectfully requests that the City expedite its review of this project in order to facilitate this proposed development timeline.

The Terraces at Queensgate South

Preliminary Planned Unit Development and
Preliminary Plat Application

Columbia Valley Properties Holding Company LLC

December 2022

Project Information for The Terraces at Queensgate South

The Village at Queensgate South and The Terraces at Queensgate South are two phases of a proposed planned development on a 47.5-acre site located in South Richland between Keene and Shockley Roads, east of the Country Ridge subdivision. Columbia Valley Property Holdings, LLC seeks approval of phase I for planned unit development and preliminary plat application to construct a mixed use project with single family residences, and townhomes.

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Appendices

- A. Soils Report – USDA Natural Resources Conservation Service
- B. Geotechnical Engineering Evaluation – Intermountain Materials Testing & Geotechnical
- C. Cultural Resources Report – GRAM Northwest, LLC
- D. Traffic Analysis – PBS
- E. Record of Survey – AHBL
- F. Topographic Survey – AHBL
- G. Preliminary Plat Maps – Knutzen Engineering
- H. Architectural Renderings – IHB Architects
- I. Landscape Plan – Lango Hansen

Project Description

Introduction

The Terraces at Queensgate South and the Village at Queensgate South are two phases of a mixed use planned development project proposed on a 47.5 acre site located between Keene and Shockley Roads in South Richland. At full build-out the project will be a vibrant community with a variety of housing types and densities, including 19 large single family lots and 260 townhome units. Adjacent to the residential component of the project, well-designed community commercial services are planned including a grocery, pharmacy, four two story commercial buildings and a hotel. Between the commercial and residential components, an urban open space area will provide a public gathering place for the community. Interwoven through the project is an important arterial street extension: Queensgate Drive will be extended across the site from Keene Road to Shockley Road, providing a critical link in Richland's transportation system. Queensgate will be designed as a complete street with multiple travel lanes, a roundabout, bicycle lanes and pedestrian walks. Generous landscaping, including street trees and open space tracts will be placed throughout the development. Together with the modern architectural design of the commercial buildings and townhomes the project will be an attractive, vibrant community that will be a highly desired place to both live and shop and will be an important asset in the South Richland community.



Figure 1: Queensgate South at Full Build-Out

Phasing

Phase I consists of the development of the western 20.93 acres of the site and includes only residential development consisting of a 19 lot single family subdivision along the proposed Lambert Drive and 89 townhome lots located west of the Queensgate Drive corridor. Five open space tracts totaling 2.88 acres would be interspersed throughout the development. A storm drainage pond or series of ponds would be built in the northwestern corner of the site. Queensgate Drive would be extended across the full site; those portions of Queensgate adjacent to the Phase I development would be built to a full City street standards, while the portion of Queensgate extending to Keene Road would be built to a rural standard. (Full Queensgate Drive improvements would be built with Phase II development.) Lambert Drive, a local street would provide access to the single family large lots and provide a connection to Lariat Lane on the western boundary of the project site.

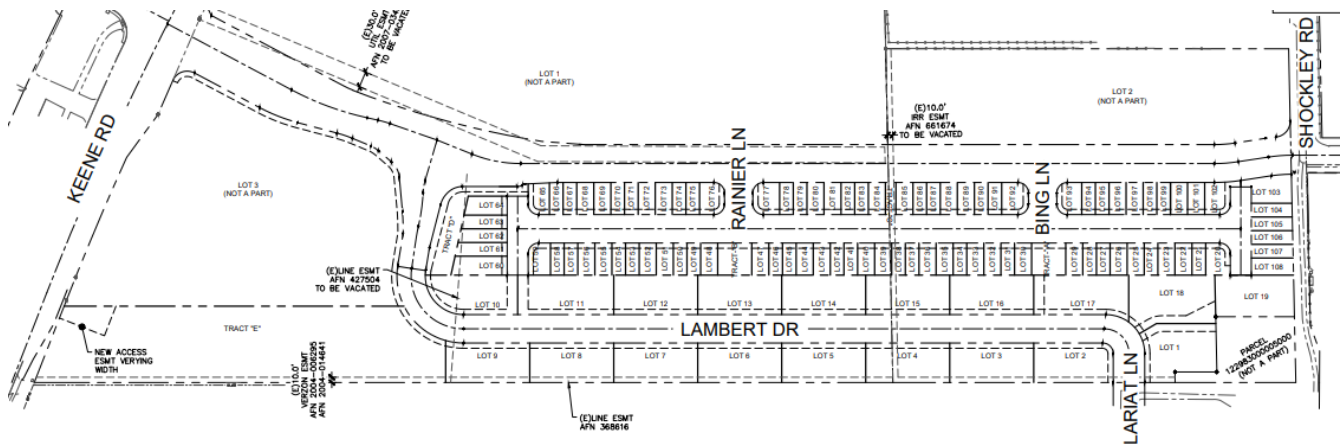


Figure 2: Phase I Development – The Terraces at Queensgate South

Development Standard	Single Family	Townhome	Combined
Smallest Lot	11,277sq. ft.	1,525 sq. ft.	1,525 sq. ft.
Largest Lot	15,208 sq. ft.	3,474 sq. ft.	15,208 sq. ft.
Average Lot Size	12,105 sq. ft.	1,924 sq. ft.	3,823 sq. ft.
Net Lot Acreage	5.28 acres	4.02 acres	9.30 acres
Open Space Tracts (no./area)	0/0	4/.56 acres	4/.56 acres
Rights-of-Way	1.86 acres	5.09 acres	7.05 acres
Net Density	2.66 units/acre	8.52 units/acre	6.44 units/acre

Table 1: Phase I Lot Sizes and Density

Existing Conditions

The Phase I portions of the site are currently undeveloped. The Phase II area is also vacant except for a 12 acre cherry orchard and a single family residence located near the eastern boundary of the site.

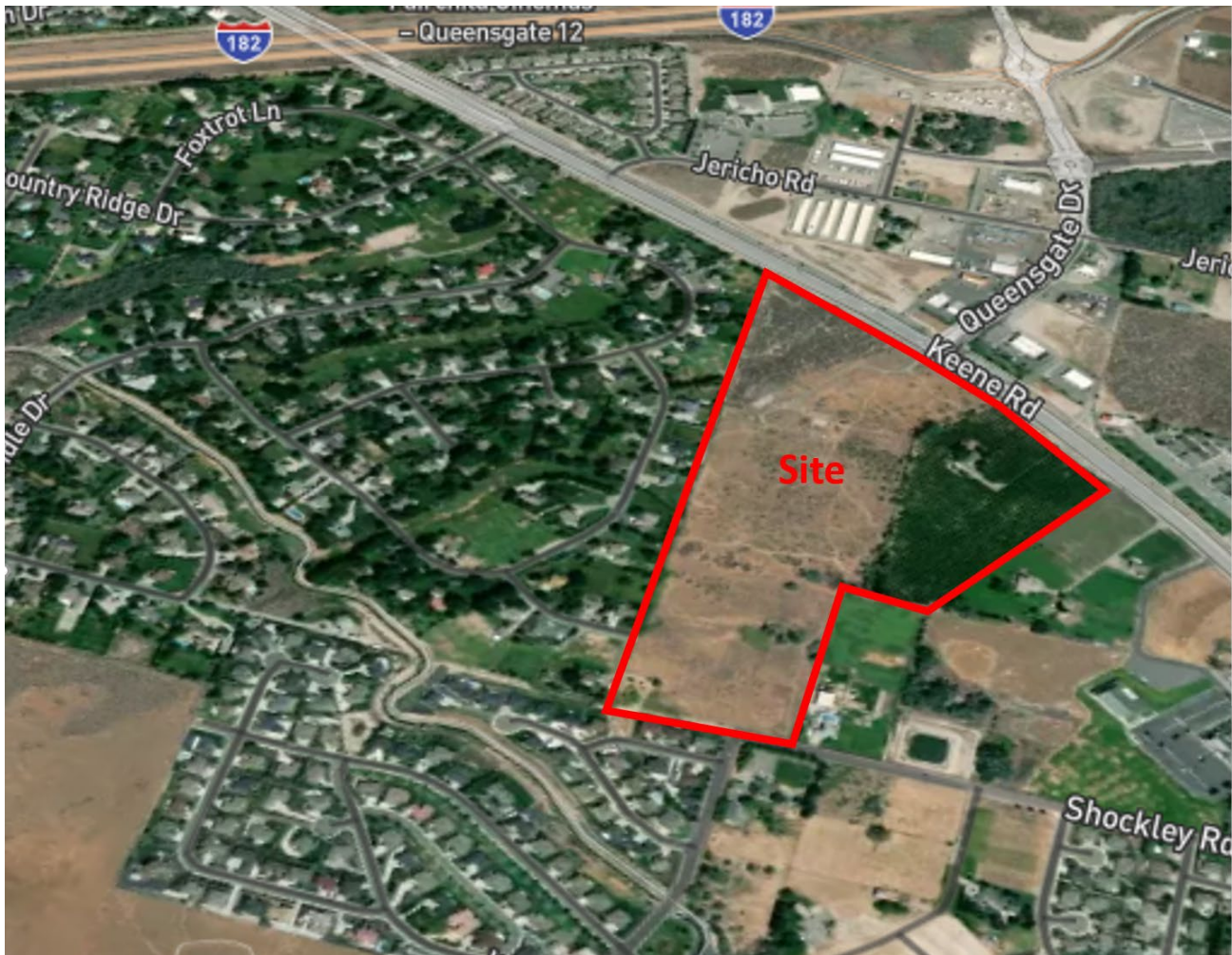


Figure 3: Vicinity Map

Land use adjacent to the project site includes a low density single family neighborhood (Country Ridge) located along the western boundary of the site; a second single family subdivision (Badger Den) is located to the south across Shockley Road from the site. Additional detail of adjacent residential developments is shown in Figure 4 below. Commercial development is located across Keene Road to the north of the site; and two single family residences on large lots are located to the east of the site.

Residential Densities of Adjacent Subdivisions

Subdivision	Acres in Plat	Number of Lots	Density (lots/acre)
Country Ridge Phase 1	108.55	101	.93
Badger Den Phase 1	7.62	19	2.49
Julianna Heights Phase 1	28.57	42	1.47
Bordeaux Grove	5.43	16	2.94
Vineyards Phase 1	6.68	20	2.99
Vineyards Phase 2	17.12	48	2.80
Applewood Estates	30.91	78	2.52
Averages	204.88	324	1.58

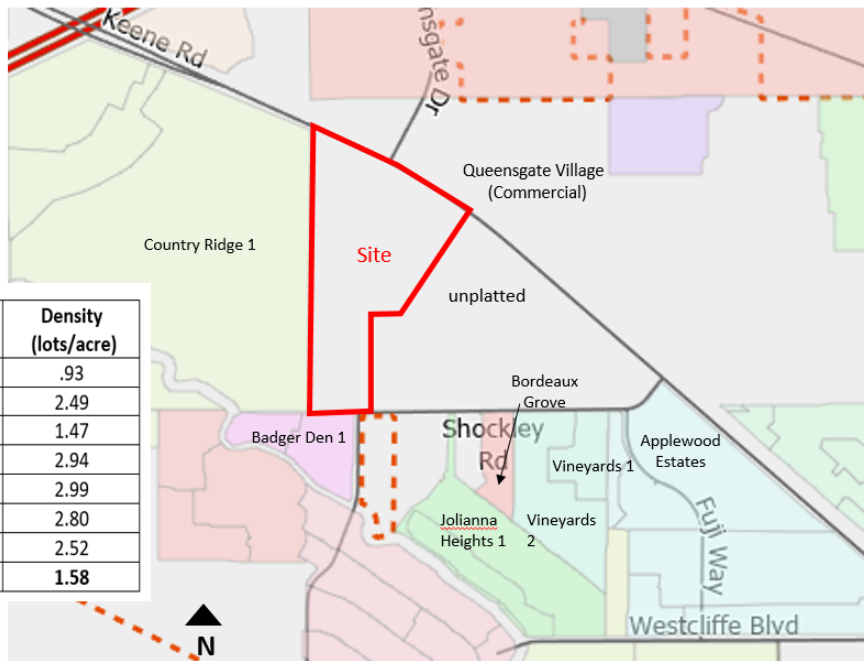


Figure 4: Existing Residential Densities of Adjacent Subdivisions

History

In 2010 a group of six property owners approached the City to amend the comprehensive plan for this site. Objections to the proposal from the adjacent landowners in the Country Ridge development resulted in the City entering into a development agreement with the landowners (Richland Contract #92-10). Over time the ownership of the property changed. Now, Columbia Valley Property Holdings, LLC acquired the property. Some modifications to the agreement were approved by the City earlier this year. (Copies of both the original and revised agreements are attached.) The Queensgate South project has been designed to comply with the provisions of both the comprehensive plan and the development agreement.

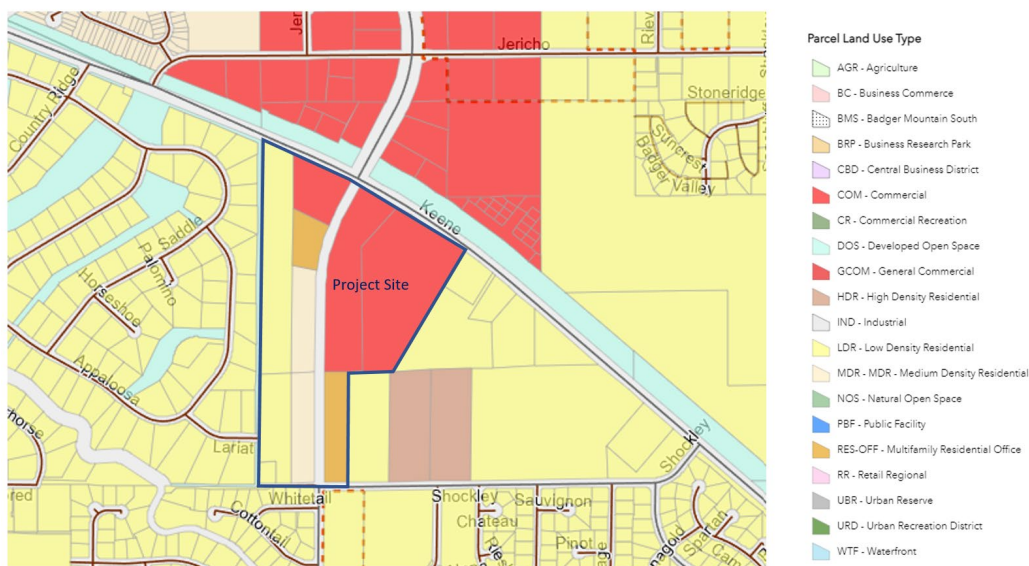


Figure 5: Comprehensive Plan Land Use Map

Zoning

Existing zoning of the site is agricultural and suburban agriculture. The proposed PUD zoning would follow the comprehensive plan designations established by the City in 2010, with low density residential along the westerly property boundary adjacent to the Country Ridge neighborhood that is proposed to be developed with 19 lots meeting the City's R-1-12 zoning standards. The proposed townhomes would be located on the portion of the site designated as Medium Density Residential and Multi-Family Residential/Office. The remainder of the site would be developed under a future Phase II PUD application

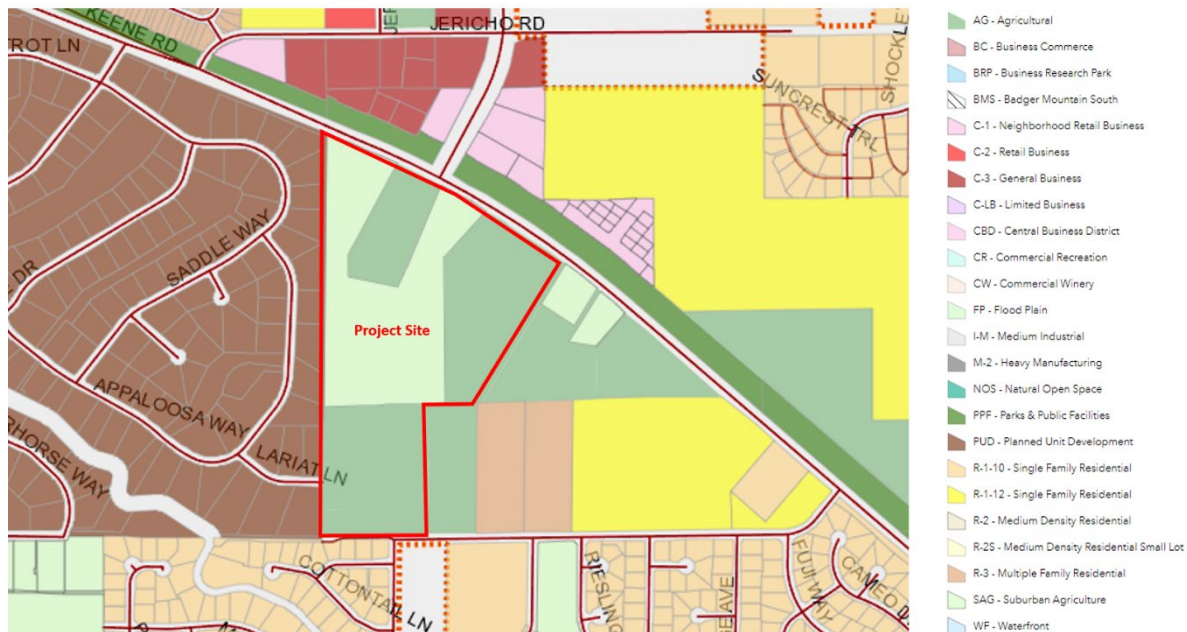


Figure 6: Existing Zoning Map

Transportation

The City's Transportation Plan calls for the extension of Queensgate Drive, an arterial collector street, across the site as part of its Functionally Classified Street Network. Under full buildout, Queensgate South will fully build this arterial street, with multiple travel lanes, turn lanes, a roundabout, bicycle paths and pedestrian walkways. Phase I construction would result in the following Queensgate improvements: Extension of Queensgate Drive north from Shockley Road adjacent to Phase I development to include three vehicle lanes, bike lanes and sidewalks to meet City collector street standards. The remaining portions of Queensgate Drive to Keene Road would be constructed with two lanes, meeting the City's rural street development standard.

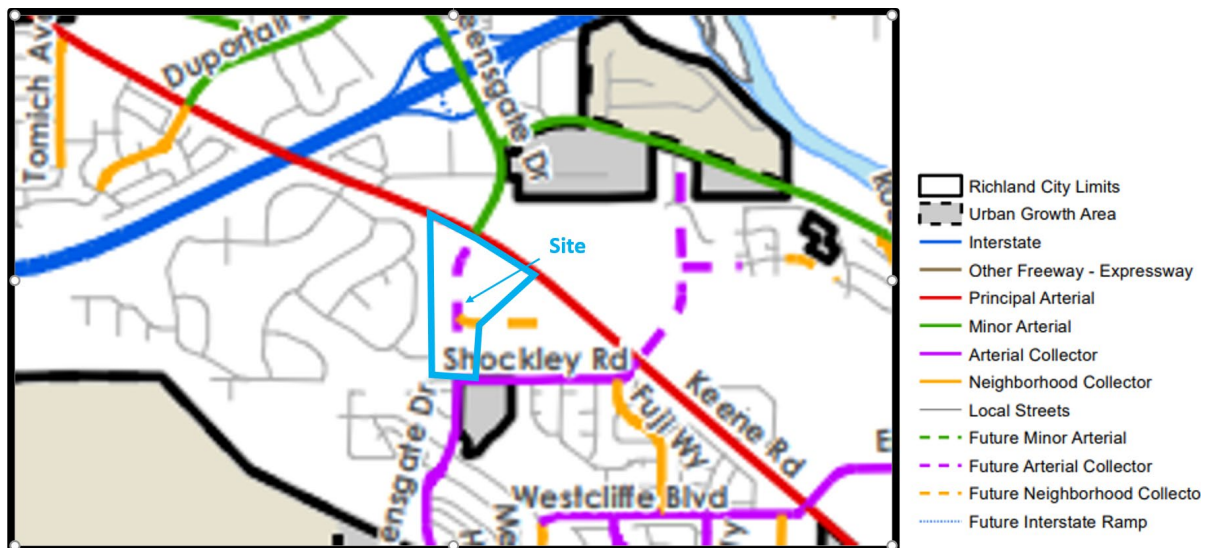


Figure 7: Richland Functionally Classified Street Network Plan

Other streets included in the Phase I project would be built to local street standards as defined in the municipal code and would provide for 2 travel lanes, on-street parking and turn-around areas large enough to accommodate emergency vehicles. Lambert Drive, the street that would access the low density residential lots would be connected to Lariat Lane, a street that borders the western boundary of the site and provides a connection to the adjacent Country Ridge neighborhood.

Site Characteristics

The site is largely free from natural constraints to development, as illustrated by Richland's critical areas map that shows that there are no known critical areas on-site which would limit development. Studies completed for the proposed development include a detailed soils survey, a geotechnical report, a site survey and topographic survey and a cultural resources report. All of these documents are attached.

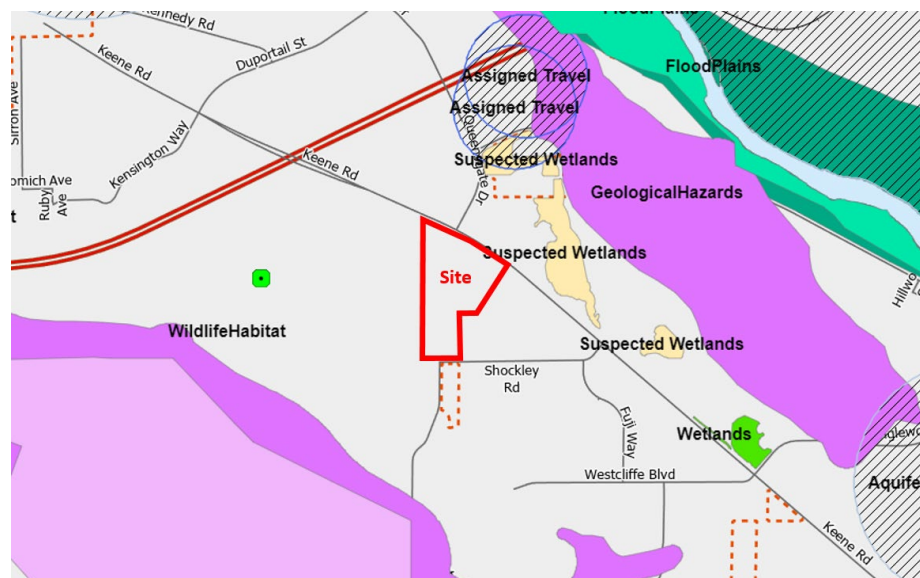


Figure 8: Richland's Critical Areas Map

Open Space

Within Phase I development there are four open space tracts, totaling 2.88 acres in area. These open space tracts would accomplish several purposes. First, a small open space tract extending between the proposed Chelan Drive and Queensgate Drive would provide a mid-block pedestrian connection to encourage pedestrian activity within the townhome neighborhood. As Phase II develops, additional pedestrian connections would be provided between the townhome and commercial portions of the site. Two open space tracts would be placed directly opposite a street intersection so that vehicles turning from Queensgate Drive into the townhome neighborhood would have a point of visual interest and would avoid a situation where turning cars would shine their headlights directly into homes. The fourth open space area will provide some separation between the townhomes and the proposed commercial development to the north that is planned for Phase II.

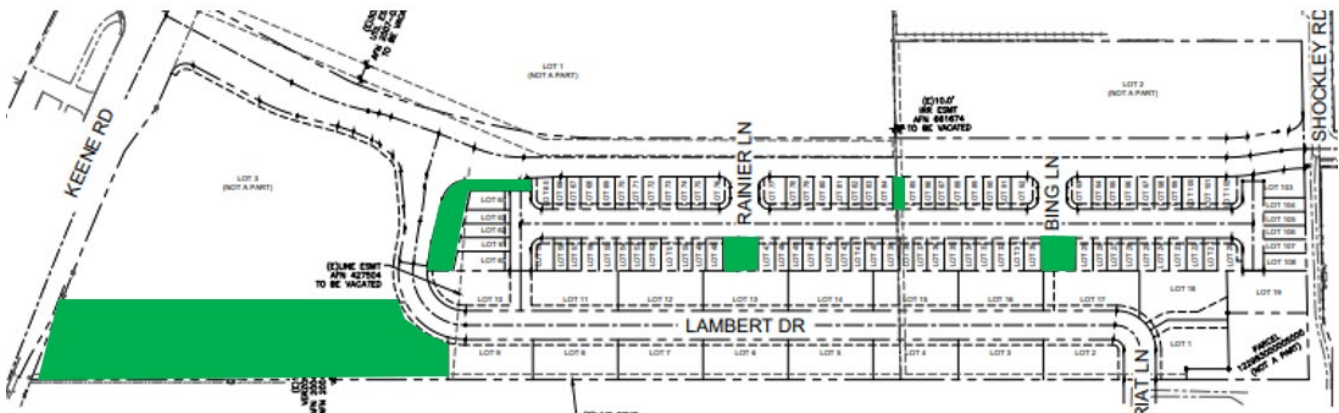


Figure 9: Phase I Proposed Open Space Tracts

Maintenance of these open spaces will be managed by a Home Owners Association that will be comprised of the townhome owners. Additional details of the HOA will be provided as part of the Final PUD submittal.

Landscaping

Landscaping of the Phase I area will include the placement of street trees along all public rights-of-way and landscaping of the common open space tracts. Additionally, a six foot masonry wall will be built along the westerly and southerly property boundaries to provide a separation between the project and the adjacent neighborhoods. Landscaping and buffering along the eastern boundary of the site will be addressed in the Phase II submittal.



Figure 10: Landscaping Plan

Townhome Development

The proposed townhomes are 3 story structures, with garages on the first level and living spaces on the upper two levels. The units would be clustered together generally in groups of four units with a 10 foot setback between groups of buildings; however; one grouping of buildings will contain six units. The development is arranged so that units fronting on Queensgate Drive would be accessed from the local side street, so that no unit would have direct access onto Queensgate.

Each unit would have a two car garage and a driveway that could accommodate two additional off-street parking spaces. The rendering below is an example of how the townhomes would appear. Additional renderings are attached.



Figure 11: Architectural Rendering of Townhomes

Development Standard	Townhomes
Minimum Lot Size – One-Family Attached Dwelling	1,525 sq. ft.
Minimum Lot Width – One-Family Attached Dwelling	25 ft.
Minimum Front Yard Setback	20 feet garage level 12 feet upper stories
Minimum Side Yard Setback	0 feet interior unit/5 feet end unit
Minimum Rear Yard Setback	15 feet
Maximum Lot Coverage ^a	65%
Maximum Building Height – Main Building	40 feet

Table 2: Townhome Development Standards

Single Family Residence Development

The proposed single family residential lots would form two tiers of lots along the westerly property boundary and would line both sides of Lambert Drive as called for the development agreement (See attached Contract

#92-10). These lots have been designed to be wide and shallow. This result is that there are fewer lots bordering the Country Ridge subdivision than there otherwise would be. The proposed lots average 150 feet in width as opposed to the 90 foot width mandated in the R-1-12 zoning standards. The reduction of 5 feet in the rear yard setback is mitigated by the presence of a 15 foot wide pedestrian easement that runs between the site and the Country Ridge neighborhood. Additionally, the six foot masonry wall that will be built along the property boundary provides adequate separation between the two projects. Reduction of the front yard setback is again a minor deviation that wouldn't generally be noticeable to passersby and still provides adequate room for off-street parking in the driveway area. These two minor setback reductions allow an additional 15 feet of building envelope on each lot and will provide home builders design flexibility to be able to build slightly larger and more attractive homes, thereby benefitting both the project and the adjacent neighborhood.

Development Standard	Single Family Lots
Average Lot Size	12,105 sq. ft.
Minimum Lot Size	11,218 sq. ft.
Front Yard Setback	15/20 feet*
Side Yard Setback	10 feet
Rear Yard Setback	15 feet
Setback from Private Access Easements	6 feet
Building Height	30 feet
Maximum Lot Coverage	40%
Accessory Building Height	16 feet

*15 foot setback living areas; 20 foot setback garage

Table 3: Single Family Lot Development Standards

Given the relatively wide and shallow nature of the single family lots, side entry garages may be an attractive option for homebuilders. In order to provide for this type of design, driveways may be placed along a side property boundary and may be shared with the adjacent lot. Driveway width shall be as determined by City standards. Accessory buildings shall be governed by the city zoning code provisions regulating the size and setbacks of detached accessory buildings as set forth in RMC 23.38.020. Fencing height limitations and locations shall be as specified in RMC 23.28.070.

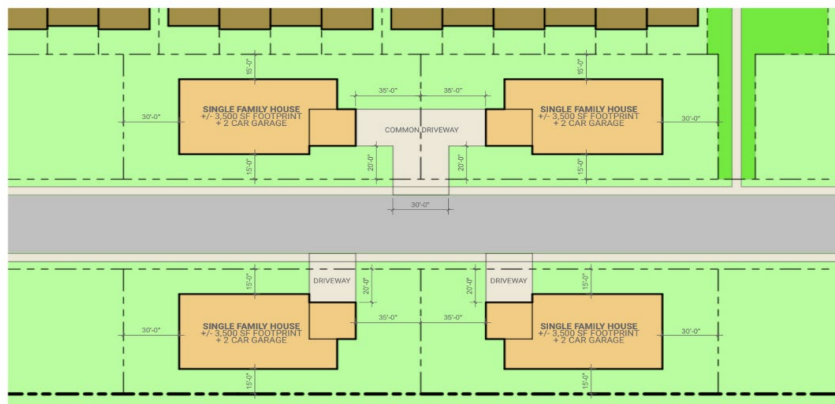


Figure 12: Potential Single Family Lot Configuration

Utilities

Utilities needed to serve the project include domestic water, sewer, electrical service and garbage collection to be provided by the City of Richland. Irrigation water would be provided by the Kennewick Irrigation District. Cascade would supply natural gas to the project. Spectrum would provide cable. Storm drainage would be retained on site. An existing City-owned storm pond located adjacent to the extreme southeastern corner of the property would remain in place. A series of new ponds would be located in the northwest corner of the site. Phase II development may require additional storm drainage facilities to be located along the northern boundary of the site, adjoining Keene Road. Specific details will be provided at the time that Phase II development plans are submitted for review.

Ownership

Individual townhome and single family residential lots will be sold. Townhome owners will be included in a Home Owners Association to maintain the open space areas within Phase I. This HOA would be expanded to include the townhome lots in Phase II of the project together with the open spaces set aside in that Phase of development.

Timing of Development

Phase I development will begin as soon as possible. Detailed engineering design will begin once preliminary plat and PUD approvals are granted. Construction of streets and utilities would immediately follow construction approvals and would be anticipated to start no later than the fall of 2023. Phase II preliminary design and preliminary PUD approval would begin by the fall of 2023, with the hope that commercial construction could be initiated in 2024. The development team respectfully requests that the City expedite its review of this project in order to facilitate this proposed development timeline.

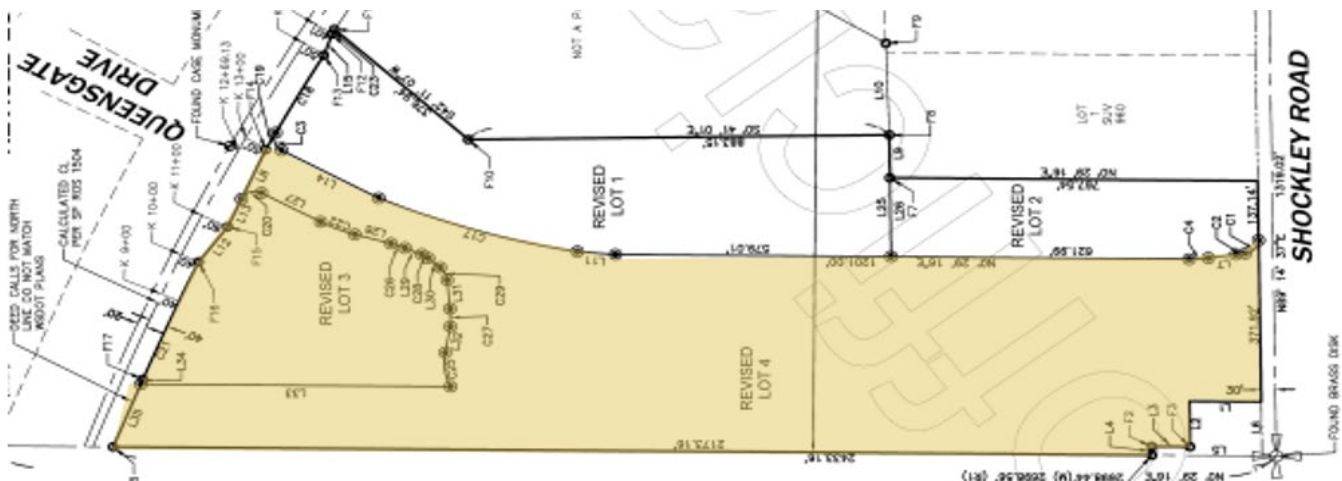


Figure 13: Boundary Line Adjustments

A boundary line adjustment was completed on the site in November. The Assessor's Office has not assigned new parcel numbers to correspond with the change in lot boundaries. Phase I of the project, located within the revised Lots 3 and 4 is highlighted in the figure above. Assessor Parcel Numbers assigned to the new lot boundaries for Revised Lot 3 is: 122983000002004. Revised Lot 4 is: 122983000003003.

NARRATIVE RESPONSE

In order for the City to approve an application for a Planned Unit Development and a Preliminary Plat, the Richland Municipal Code requires that specific criteria be met. The following is a discussion on how The Terraces at Queensgate South project meets these criteria:

1. RMC 23.50.030(B) Consideration of Reclassification to Planned Unit Development
2. RMC 24.12.053 Preliminary Plat – Required Findings
 - a. RMC 24.16 Design Standards
3. RMC 19.60.095 Required Findings for Type II and Type III Applications
4. Compliance with Provisions of Development Agreement – Contract #92-10

From RMC 23.50.030(B) Planned Unit Development Criteria

B. The hearing examiner shall conduct an open record public hearing and review of the request for reclassification to PUD and preliminary PUD plan approval as required by RMC Title 19 for Type IIIA permit application. The hearing examiner, after public hearing, shall recommend to the city council that the application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:

- 1. The PUD district development will be compatible with nearby developments and uses;*

Response: The project is consistent with the City's adopted comprehensive plan, which is evidence of the project's compatibility with nearby uses. The initial phase of development provides low-density single family residential lots along the westerly property boundary that abuts the low-density Country Ridge single family neighborhood. It includes townhome development in areas that are designated as medium density residential in the comprehensive plan. It provides for the extension of Queensgate Drive across the site in the location that the plan identifies for a future arterial street extension. Phase 2 of the project includes commercial development along the Keene Road corridor on lands that are designated for commercial development in the comprehensive plan and additional town home development along the Queensgate corridor in locations identified for multifamily residential and commercial development.

In addition, the Phase I portion of the project includes construction of a masonry wall along the western property boundary adjacent to a pedestrian/equestrian easement that runs along the boundary of the Country Ridge plat. The masonry wall would also be extended along the southern boundary of the site, adjacent to the Shockley Road right-of-way, providing separation between the proposed townhome development and the existing single family housing that abuts the southern boundary of Shockley Road. (Refer to the attached landscaping plan.)

The eastern boundary of the initial phase of development would be the Queensgate Drive corridor. Both the eastern and northern project boundaries are included in the second phase of development and specific buffering and/or landscaping will be determined at that stage of project development.

2. *Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;*

Response: The project has been designed to match the adjacent low-density residential Country Ridge neighborhood that forms the western boundary of the project site. On the Country Ridge side of the project boundary there are 12 existing single family properties. The project proposes 9 low density single family residential lots along with a tract that will serve as the project's storm drainage basin. Adjacent to the Country Ridge properties, a 15 foot wide pedestrian/equestrian easement was created as part of the Country Ridge development. A six foot masonry wall will be constructed along this property boundary. Finally, Lariat Lane, a local street that serves the Country Ridge neighborhood terminates at the property boundary. The project provides for the extension of Lariat Lane, which will provide access to both the project's proposed single family residential lots while also providing another street connection into the Country Ridge neighborhood.

Along the southerly boundary of Phase I, the site directly fronts on Shockley Road. Single family homes in the R-10 Single Family Residential zoning district are located south of Shockley Road. The southerly edge of the project includes two large single family home lots in the southwestern corner of the site and one cluster of townhomes. The same masonry wall buffer that is proposed for the western boundary of the site would be extended along southern boundary as well.

The eastern and northern boundaries of Phase I do not abut the exterior boundaries of the project site. Future phases call for the development of townhomes along a portion of the eastern and southern borders and commercial development along a portion of the eastern and northern borders. Specific details regarding transition and buffers will be addressed in a Phase II submittal.

3. *The development will be consistent with the comprehensive plan and with the purpose of the PUD district;*

Response – Consistency with comprehensive plan: The western boundary of the site is designated as Low Density Residential (0-5 dwelling units/acre). The proposed single family lots, with a net density of 2.66 units/acre fall within the middle of this range. The remainder of the Phase I area is designed as Medium Density Residential (5 – 10 units/acre). The townhomes with a density of 8.52 units/acre fall within the range of the medium density plan designation. Additionally, the plan calls for the extension of Queensgate Drive, a minor arterial street, to be extended across the site between Keene and Shockley Roads. The proposed project makes provision for this road extension.

Additionally, the project will help to implement the following goals and policies contained within the City's comprehensive plan:

LU Goal 1: Plan for growth within the urban growth area and promote compatible land use.

Policy 2: Facilitate planned growth and infill developments within the City.

Comment: The site is located inside both City limits and urban growth area boundaries; is surrounded by developed properties and so qualifies as infill development, and so is consistent with policy #2. The project would be compatible with adjacent land uses and so is consistent with the overall intent of this goal.

LU Goal 2: Establish land uses that are sustainable and create a livable and vibrant community.

Policy 1: Maintain a variety of land use designations to accommodate appropriate residential, commercial, industrial, healthcare, educational, recreational, and open space uses that will take advantage of the existing infrastructure network.

Policy 2: Ensure that adequate public services are provided in a reasonable time frame for new developments.

Policy 3: Ensure that the intent of the land use and districts are maintained.

Comment: The project will result in mixed use development that will incorporate different housing types and densities, make an important arterial street connection and provide needed commercial services along Keene Road, the major street corridor in South Richland. It will include an urban open space amenity and attractive landscaping along street corridors. Utility infrastructure is in place to be extended into the site to support the project. Trails and parks are both within walking distance of the site and provide an important amenity to the project.

LU Goal 3: Maintain a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities.

Policy 1: Distribute residential uses and densities throughout the urban growth area consistent with the City's vision.

Policy 2: Encourage higher residential densities especially in and near the Central Business District area.

Policy 3: Innovative and non-traditional residential developments can occur through the use of planned unit developments, density bonuses, new types of housing, and multi-use or mixed-use developments.

Comment: The project will result in development that is consistent with both the City's comprehensive plan and a 2010 development agreement. It includes both low density single family residential lots and medium density townhome development utilizing a planned unit development and platting process to achieve this mixed-use development project. The site is well situated for a higher density residential project, given its proximity to the City's arterial street system.

LU Goal 5: Ensure connectivity that enhances community access and promotes physical, social, and overall well-being so residents can live healthier and more active lives.

Policy 1: Locate commercial uses so that they conveniently serve the needs of residential neighborhoods, workplaces, and are easily accessible via non-motorized modes of transport.

Policy 2: Promote pedestrian and bicycle circulation throughout the community by connecting with the infrastructure and the City's network of parks and trail system.

Comment: The project will result in the extension of Queensgate Drive from Keene Road to Shockley Road, an important connection in Richland's transportation network. The roadway corridor includes accommodation for vehicles, bicycles and pedestrians and is consistent with Richland's adopted complete streets policies. The proposed commercial land included within the second phase of development will provide commercial services in close proximity to both new and existing residential neighborhoods and will provide pedestrian pathways between residential and commercial land uses. Further, these new residences will be located in close proximity to the Keene Road trail corridor.

UD Goal 1: Create a physically attractive and culturally vibrant, pedestrian- and bicycle-friendly environment in the City.

Policy 1: Establish and enhance the positive attributes of residential, commercial, central business, and other districts with appropriate transition between them.

Policy 2: Encourage redevelopment and upgrade of suitable commercial areas.

Policy 3: Improve streetscape and connectivity for safe and pedestrian friendly environments.

Comment: *The project will accommodate pedestrian and bicycle routes through the project site, providing for pedestrian access between proposed commercial and residential land uses. The proposed commercial uses in Phase II of the project will provide additional commercial services along the Keene Road corridor, while making good use of grade changes and landscaping to provide an effective transition between planned residential and commercial uses. The use of landscaping and street trees will ensure that the project maintains a physically attractive appearance for pedestrians.*

HE Goal 1: Provide a range of housing densities, sizes, and types for all income and age groups of the Richland community.

Policy 1: Ensure that the comprehensive plan and development regulations allow for a variety of housing types, sizes, densities, and lot configurations such as small lot single family housing, multi-family housing, mixed-use development, cluster development, live/work housing, cohousing, accessory dwelling units, single room occupancy units, zero lot line and similar subdivisions, and planned unit developments.

Policy 4: Promote and provide incentives (such as zoning/rezoning, revised regulations, and provision of infrastructure) for infill development and redevelopment, while respecting the character and scale of the existing neighborhood.

Policy 6: Plan for an adequate supply of land in appropriate land use designations and zoning categories to accommodate projected household growth, while accommodating other commercial, industrial, and open space needs of the City.

Comment: The project includes both single family detached housing and townhome development and so provides for a variety of housing types utilizing the planned unit development process. The townhome portions of the project will provide an attractive alternative for home ownership for individuals desiring a more urban setting with both commercial services and the Keene Road trail corridor in close proximity. The project qualifies as infill development. The design of the project both protects existing neighborhoods and takes advantage of its proximity to a needed arterial street extension.

Response – Consistency with purpose of Planned Unit Development Ordinance: According to Section 25.50.010 of the Richland Municipal Code, the purpose of a planned unit development is as follows: “provide opportunities to create a more desirable environment through the application of flexible design and development standards to tracts of land under common ownership or control. Planned unit development is intended to encourage the use of new and improved techniques and technology in community development and continued maintenance. It is intended to achieve economics in development and maintenance while providing privacy, usable open space, safe pedestrian and vehicular circulation, and compatible relationships between different uses. “

The Planned Unit Development approval is requested to achieve greater flexibility in design standards. Specifically, the single family lots proposed along the westerly portion of the site would meet all R-1-12 standards in terms of use, building height, lot coverage and size, with a minor deviation in setback standards. This slight reduction in front and rear setbacks from R-1-12 standards will ensure a reasonable building footprint for lots that are relatively shallow, while still maintaining the look and feel of R-1-12 zoning standards. The proposed townhome development will provide a housing product that is in high demand, given the rising cost of land and construction, while maintaining an attractive and efficient standard that could not be achieved under standard city zoning. The project provides for a necessary extension the City’s arterial street system, with a well-designed plan for vehicular, pedestrian and bicycle circulation, in an attractive setting with street trees and landscaped open space areas.

4. *The development can be completed within a reasonable period of time.*

Response: Following preliminary approval, detailed development plans required by the PUD and subdivision ordinances will be prepared and submitted to the City as soon as possible. Construction of streets and utility line extensions called for in Phase I development are planned to be completed in the fall of 2023, with housing construction to follow immediately after that.

24.12.053 Preliminary plat – Required findings.

The hearing examiner shall not approve any preliminary plat application, unless the approval is accompanied by written findings that:

A. *The preliminary plat conforms to the requirements of this title;*

Response: Chapter 24.16 of the Municipal Code establishes design standards for plats. Specific standards and comments are detailed below:

Code Requirement: 24.16.010 states that the alignment of streets shall conform to the comprehensive plan as nearly as possible.

Response: *The project plans for the extension of Queensgate Drive through the project site, providing a connection between Keene and Shockley Roads, as contemplated in the City's Future Functionally Classified Street Network (refer to Figure 7). Additionally, the project provides for the extension of Lariat Lane, a local street, as called for in the existing development agreement that is in place to regulate the future development of the site.*

Code Requirement: 24.16.020 requires the layout of streets to provide for the continuation of principal streets in adjoining subdivisions for future projection of streets into areas which are not subdivided.

Response: *The project provides for the extension of Lariat Lane, which serves as a local street for the adjoining Country Ridge neighborhood. Lariat Lane would be extended to tie into the Queensgate Drive arterial street extension, satisfying both the design criteria and the provisions of the development agreement that has been established for this property.*

Code Requirement: 24.16.030 requires that subdivisions bordering a body of water shall provide at least one street access to such body of water.

Response: *This standard is not applicable to the project, as there are no bodies of water in proximity to the site.*

Code Requirement: 24.16.040 requires streets which serve primarily to provide access to abutting property only shall be designed to discourage through traffic.

Response: *The extension of Lariat Lane is intended to serve local traffic only and so has been designed as a local street section and as mandated in the development agreement established for this property, extends more than 1,200 lineal feet in a north-south orientation before it turns to the east to connect with Queensgate Drive. The other local street planned in Phase I development is Chelan Drive, which would connect to Queensgate Drive and terminate in a dead-end at both the northern and southern ends of the street.*

Code Requirement: 24.16.050 requires that dead-end streets be 400 feet or less in length and provided with a cul-de-sac or “Y” or “T” turnaround with a minimum radius of 50 feet.

Response: *Both ends of Chelan Drive are proposed to be dead-end roads with “T” turnarounds. The southern end of Chelan Drive would be approximately 380 feet and the northern end would be less than 300 feet in length.*

Code Requirement: 24.16.060 requires that “limited access” streets be dedicated in such a manner as to qualify them as “limited access facilities”.

Response: *The project has been designed so that all residential lots fronting on Queensgate Drive, an arterial street, are provided access from an adjoining local street. In Phase 1 development, Chelan Drive would provide access to the proposed townhome lots. A note shall be placed on the final plat specifying that direct access onto Queensgate Drive is prohibited for all townhome lots that contain frontage along Queensgate Drive. The commercial development proposed as part of Phase II will require commercial driveways to maintain a minimum setback from the Keene Road/Queensgate intersection. Driveway locations will be addressed with greater specificity when an application for Phase II development is submitted to the City for review.*

Code Requirement: 24.16.070 requires that connecting street centerlines that deflect from each other by more than 10 degrees shall be connected by a horizontal curve.

Response: *The proposed street design of Phase I meets this standard.*

Code Requirement: 24.16.080 requires that street intersections shall be at right angles to the greatest degree practicable.

Response: *All proposed street intersections within Phase I development are designed at 90 degree angles and so meet this standard.*

Code Requirement: 24.16.090 requires that streets maintain centerline offsets of at least 125 feet.

Response: *The project is designed to avoid centerline offsets within the proposed street system.*

Code Requirement: 24.16.100 requires that streets conform to the natural grade of the land, with minimum grades of .5%. Maximum grades allowed are as established by AASHTO for major streets and 10% for minor streets.

Response: *Streets within Phase I development include local streets that have a maximum grade of less than 10%. Queensgate Drive, an arterial street is designed with a 2% grade within the Phase I development area.*

Code Requirement: 24.16.110 requires that street rights-of-way meet the comprehensive plan and shall not be less than the 60 feet for arterial collector streets; 54 feet for neighborhood collector and local streets; and 40 feet for single frontage local streets.

Response: *The City's Future Functionally Classified Street Network Plan identifies the Queensgate extension as a minor arterial street. The proposed design for Queensgate for the fully developed project includes a 72 foot wide right of way with a roundabout located several hundred feet from Queensgate's intersection with Keene Road. Sidewalks, bicycle paths and turn lanes will be incorporated into the street design in coordination with City Public Works staff. For the initial phase of development, Queensgate Drive will be built to a rural street standard, providing a connection between Shockley Road and Keene Road. All other streets within Phase I, both Lambert and Chelan Drives, are classified as local streets and meet the 54 foot wide right-of-way requirement.*

Note: The RMC does not include a section 24.16.120.

Code Requirement: 24.16.130 states that alleys are prohibited in residential areas but required in commercial areas.

Response: *Phase I does not include any commercial properties and no alleys are proposed within the Phase I residential area.*

Code Requirement: 24.16.140 provides standards for alleys.

Response: *This standard is not applicable to Phase I development.*

Code Requirement: 24.16.150 requires easements along the side and rear property boundaries of at least 5 feet in width when needed.

Response: *The proposed plat includes easements alongside the rear property boundaries for all single family lots along the western portion of the Phase I development site. All townhome lots include an easement along the rear property boundaries and side yard easements for those lots that do not have zero foot setbacks.*

Code Requirement: 24.16.160 requires that easements for high-voltage electrical lines, irrigation canals and pondage areas shall be of sufficient width for their intended purpose including necessary maintenance roads.

Response: *High voltage electrical lines and irrigation canals are not located on the site. A storm pond facility proposed for the northwestern corner of the Phase I development site will be located within an open space tract. Specific easement widths will be identified when final plans for the development are submitted for City review.*

Code Requirement: 24.16.170 requires that any watercourse or drainage way that traverses the site shall be provided a stormwater easement or drainage right-of-way.

Response: *The plan calls for a stormwater easement that would run adjacent to the westerly property boundary to direct stormwater runoff to drainage ponds located at the northwestern corner of the site. Adequate easement widths for this storm drain line will be identified on the final plat.*

Code Requirement: 24.16.180 requires that block lengths not exceed 1,500 feet or be less than 500 feet.

Response: *The proposed layout of the Phase I development project includes a block length of approximately 500 feet for Chelan Drive and a block length of approximately 1,260 feet for Lambert Drive.*

Code Requirement: 24.16.190 requires that block width be sufficient to allow for two tiers of lots except in the instance of reverse-frontage parcels.

Response: *All blocks have been designed to contain two tiers of lots except in the case of the lots that contain frontage along Queensgate Drive. These blocks are reverse frontage parcels that will be accessed only from the Chelan Drive and not from Queensgate Drive.*

Code Requirement: 24.16.200 regulates large parcel subdivisions, for parcels larger than ½ acre in size.

Response: *This regulation is not applicable to this project.*

Code Requirement: 24.16.210 requires that a mid-block crosswalk be provided on blocks more than 1,000 feet in length or on shorter blocks where essential to provided circulation or access to schools, playgrounds, shopping centers or similar facilities.

Response: *A pedestrian walkway is provided along the northern portion of Lambert Drive, which is the only block in the proposed development that is longer than 1,000 feet. A mid-block pedestrian walk is also proposed between Chelan Drive and Queensgate Drive to promote better pedestrian access.*

Code Requirement: 24.16.220 requires that every lot shall have satisfactory access to a public street or other legally sufficient permanent right of access.

Response: *All lots within the project have been designed to include direct access onto a public street, except for two single-family lots located in the extreme southwestern portion of the site. These two lots would be served by a permanent access easement that would connect the lots to Lambert Drive.*

Code Requirement: 24.16.230 provides that corner lots shall have extra width to provide for appropriate setbacks from streets.

Response: *All townhome corner lots have been provided additional area to accommodate a 5 foot setback.*

Code Requirement: 24.16.240 requires that lots shall be as nearly rectangular as possible with side lot lines that are approximately perpendicular to streets, ordinarily with a ratio of width to depth of one to not more than two and one fourth.

Response: *The design of the project provides for lots that are rectangular and perpendicular to streets. Interior townhome lots, typically measure 27.5 feet by 61 feet and so meet this standard. End townhome lots are generally proposed to be 32.5 feet by 61 feet and so are also consistent with this standard. The single family home lots along Lambert Drive are generally 160 feet wide and 75 feet deep. These lots are wider than is typical for 12,000 square foot lots with the result being that there are fewer lots located along the western property boundary shared with the Country Ridge neighborhood. Over the common property boundary which extends 1,635 feet between the site and Country Ridge, there are only ten lots proposed. As one objective of the development agreement with the City was to limit the density of development on this portion of the site, the wider lots help to achieve this goal.*

Code Requirement: 24.16.250 requires that key lots be avoided.

Response: *The project does not include any key lots.*

Code Requirement: 24.16.260 requires that double frontage lots be avoided except when they are essential to provide separation between residential development and arterial traffic.

Response: *There are no double frontage lots proposed except those that are adjacent to Queensgate Drive, which is a limited access street.*

Code Requirement: 24.16.270 requires that lots not connecting to sewer be of a sufficient size to accommodate septic system in accordance with health department requirements.

Response: *All lots within the project are proposed to be connected to the City sewer system.*

Note: The RMC does not include a section 24.16.280

Code Requirement: 24.16.290 requires driveway separation along major arterial streets of at least 300 feet.

Response: *The project proposes street intersections along Queensgate Drive that are approximately 500 feet apart. No lots fronting on Queensgate Drive will be afforded direct access*

onto Queensgate. In the Phase II development area, the commercial portions of the site will be designed to meet this standard.

- B. *Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;*

Response: The public health, safety and general welfare would be served by approval of this project as it complies with the City's subdivision design standards, including street width and improvement standards and utility standards including placement of fire hydrants. Further, the project is consistent with the City's comprehensive plan and the development agreement that regulates this property. The proposal includes the following provisions:

- Open space: Common open spaces within Phase I include a landscaped drainage pond tract in the northwestern corner of the site; a landscape tract located at the northern end of the Townhome development area providing a separation between the townhomes and the commercial development planned for Phase II and two open space tracts along Chelan Drive and a small open space tract that would provide for pedestrian access between Chelan Drive and Queensgate Drive.
- Drainage ways: A storm drainage system will be designed to collect, treat and route storm water runoff generated on-site to a storm pond located in the northwest corner of the site. Phase II development will include some storm drainage facilities along the Keene Road corridor.
- Streets: Streets have been designed to meet City standards for improvement width, grade, drainage, curbs and sidewalks. Further, proposed streets will meet the City's requirements for complete streets with provisions for bicycle lanes and pedestrian walkways. Queensgate Drive, an arterial street is proposed to extend across the site in a manner that is consistent with the City's Transportation Plan. Lambert Drive, a local street is proposed to be an extension of Lariat Lane, as required under the development agreement that pertains to this site. Traffic impacts generated by the project will be offset both through the construction of this important Queensgate Drive arterial street connection and through the payment of traffic mitigation fees as mandated by City code when homes are constructed on-site.
- Potable water: The project will be connected to the City's municipal water system.
- Sanitary waste: The project will be connected to the City's municipal sewage system.
- Parks & recreation: The site is well situated to take advantage of existing City park facilities, including the Keene Road trail corridor, the Badger Mountain Community Park, the Trailhead Community Park and Gala Park. Impacts to the City park system generated by the future residents of The Terraces at Queensgate South will be offset by the park mitigation fees that will be paid to the City at the time that homes are constructed.

- **Playgrounds:** The open space tracts within the Phase I site may be improved with some playground equipment and/or park furniture. Specific plans will be included with Final PUD plans.
- The site is located within the Richland School District. Existing school facilities within the South Richland area include Badger Mountain Elementary, Orchard Elementary and White Bluffs Elementary schools.
- **Sidewalks/Safe Walking Conditions:** Development of the site will include sidewalks along all public streets. Additionally, pedestrian walkways will be provided in various locations throughout the single family and townhome portions of the site.

C. The public use and interest will be served by the platting of such subdivision and dedication;

Response: The public use and interest is served by development that is consistent with the City's comprehensive plan and development regulations. This proposal demonstrates that consistency as detailed in the responses provided above. In addition, development of the project will complete an important link in the City's transportation plan through the extension of Queensgate Drive. It will provide relatively higher density residential development in a central location that has easy access to: arterial streets and the freeway; to a number of public facilities including schools and parks and to existing and proposed commercial services. Townhome development as proposed in this project, makes efficient use of both land and construction materials and so is helpful in keeping housing somewhat affordable in a time when real estate prices are rapidly escalating. The mixed use nature of the project will provide for an interesting, attractive and vibrant community that will be an asset to the community and a desirable place to both live and shop.

RMC 19.60.095(D) Required Findings for Type II and Type III Applications

D. The application is consistent with the requirements of RMC 19.60.095, which reads as follows: No development application for a Type II or Type III permit shall be approved by the city of Richland unless the decision to approve the permit application is supported by the following findings and conclusions:

A. The development application is consistent with the adopted comprehensive plan and meets the requirements and intent of the Richland Municipal Code.

Response: As detailed above, the application is consistent with the comprehensive plan in a variety of ways. The project is consistent with the land use map which identifies desired future land uses. It provides for the extension of an arterial street, which is an important component of the City's transportation plan. The project is also consistent with and implements a variety of goals and policies found in the plan (see discussion beginning on page 15 above for details.) Additionally, the project is consistent with both the provisions of the City's PUD ordinance (refer to discussion on page 18 above) and the City's subdivision regulations as described beginning on page 19).

B. Impacts of the development have been appropriately identified and mitigated under Chapter 22.09 RMC. (SEPA)

Response: The SEPA checklist prepared for this application referenced a number of studies that have been prepared for this project, including a survey and topographic map, a custom soils report, a geotechnical evaluation, a cultural resources report and a traffic analysis. Additionally, the project is committed to development of the property in a manner that is consistent with the City's PUD ordinance and subdivision regulations, the comprehensive plan land use map, several goal and policy statements from the comprehensive plan, the transportation plan calling for the extension of Queensgate Drive, the development agreement that is in place on the property, engineering standards for road design and utility line extensions, conformance with storm drainage standards, state energy and building code requirements, outdoor lighting standards, and City codes requiring payment of traffic and park mitigation fees. In summary, the project has addressed and mitigated all environmental impacts of the project in a manner consistent with City plans and regulations.

C. The development application is beneficial to the public health, safety and welfare and is in the public interest.

Response: The proposed PUD promotes and protects public health, safety and welfare in the following ways:

- Provides for 109 new housing units during a time of increased demand for housing;
- Provides for a mix of uses and housing types that will add interest and vibrancy to the South Richland area;

- Provides housing in a location that is conveniently located to commercial facilities, parks, trails, schools and major transportation corridors, including bus routes;
- Makes efficient use of both land and building materials and so will help to alleviate the already high and increasing costs of housing;
- Includes provisions to provide adequate buffers to the adjacent low density residential neighborhood;
- Provides for the extension of an arterial street that is a key component to the City's transportation plan;
- Designed with streets meeting City standards and so provides access for emergency vehicles;
- Provides for utility extensions to provide adequate domestic water, irrigation water, fire flow, sewage disposal and electrical power in a manner that meets city standards;
- Maintains appropriate setbacks and open spaces to ensure adequate light, air and access for the future residents of the development;
- Includes a well-considered plan for the development of future phases of the site through the provision of commercial services that will benefit the residential uses in Phase I as well as surrounding neighborhoods;
- Provides for vehicular, pedestrian and bicycle access in a manner that is consistent with the City's complete streets standards; and
- Includes street design that will provide for improved traffic flow through the neighborhood and safe access for the future residents of the development.

D. The development does not lower the level of service of transportation facilities below the level of service D, as identified in the comprehensive plan; provided, that if a development application is projected to decrease the level of service lower than level of service D, the development may still be approved if improvements or strategies to raise the level of service above the minimum level of service are made concurrent with development. For the purposes of this section, "concurrent with development" means that required improvements or strategies are in place at the time of occupancy of the project, or a financial commitment is in place to complete the required improvements within six years of approval of the development.

Response: The attached traffic analysis prepared by PBS demonstrates that the project, at both full completion and completion of Phase I will not result in any street segments falling below level of service D, provided that improvements to Queensgate Drive are completed in the manner prescribed in the traffic analysis.

E. Any conditions attached to a project approval are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the impacts of the development proposal.

Response: This determination will need to be made by the City during the review of this proposal. Conditions of approval attached to the project will need to address the conditions outlined in the development agreement between the City and the property owner as specified in Richland Contract #92-10 as revised (copies attached.)

Contract #92-10 Section 10 of Development Agreement

The project site is subject to a development agreement that the City originally entered into with the property owners in 2010. The agreement (Contract #92-10) was modified in 2021. Section 10 of the agreement includes the following provisions regulating the development of the site.

- a) *A buffer area of low density residential designated along the westerly property boundary of the site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acres (inclusive of such road corridor). A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the Country Ridge property line.*

Response: The low density area is proposed to be developed as part of the PUD and Phase 1 of subdivision. Net density for this portion of the site is 2.6 lots/acre, falling well below the 3 unit/acre standard contained in the development agreement. Two tiers of lots, separated by Lambert Drive adhere to the two tiers of lots requirement of the agreement. Rear yards of the lots abutting the Country Ridge property boundary satisfy the required conditions. Lots meet all R-1-12 zoning standards, except for proposed front and rear front yard setbacks.

The rationale for utilizing different setbacks is based on the shallow, wide lots that form this buffer area. With lots 75 feet in depth, standard setbacks would provide for a building envelope that is only 30 feet deep. Enlarging the building envelope by reducing both the front and rear setbacks gives home builders a 45 foot deep building envelope and affords much greater flexibility to build attractive homes. (Note: the proposed setbacks are 15 foot rear yard and 15 foot front yard for living areas. Garages would still need to meet a 20 foot setback standard to allow parking in the driveway.) A reduction of 10 feet in the rear yard setback would hardly be noticeable to the adjacent Country Ridge homeowners, particularly since there is a pedestrian/equestrian easement that runs between Country Ridge and the project site. Further, a six foot tall masonry wall will be built along the entirety of the western property boundary.

The net effect is that wide and shallow lots proposed for the project mean that there are fewer lots abutting the Country Ridge neighborhood. The proposal calls for nine single family home lots along the Country Ridge border. If minimum width R-1-12 lots (minimum lot width of 90 feet) were constructed along the western property boundary, there would be up to sixteen lots. The lesser rear yard setback is appropriately mitigated by the combination of fewer lots, the additional separation created by the pedestrian easement and the construction of a masonry wall. Finally, the larger building envelope afforded by the setback reduction will allow for greater size and flexibility in home design which would also benefit the

Country Ridge neighborhood, as larger homes will ensure that homes of similar size and value can be constructed adjacent to Country Ridge. The design of the project meets the overall intent of the R-1-12 zoning and the conditions of the development agreement.

- b) *Areas that are designated as Medium Density Residential in the comprehensive plan; may be developed to an average density of ten (10) units per acre. For the purposes of calculating density within the Medium Density portions of the site, all residential lands designated either Low density residential or Medium Density Residential may be used to determine the maximum overall permitted density of ten (10) units per acre, provided that the low density buffer identified in subsection a (above) shall be maintained at a maximum density of 3 dwellings units per acre.*

Response: Net density of the low density single family portion of the project is 2.6 units/acre. The net density of the townhome portion of the project is 8.5 units/acre and the overall net density of the Phase I portion of the development is 6.08 units/acre, all well within the parameters set in the development agreement.

- c) *A masonry wall, at least six feet in height shall be installed along the length of the western property boundary of the Site, providing a separation between the Site and the adjoining plat of Country Ridge. This wall shall be constructed simultaneously with the development of the adjacent lands that are designated Low Density Residential. Approval of a specific design for the masonry wall shall be part of the development approval process for the Low Density Residential lands. The wall shall be constructed in earth tones consistent with surrounding neighborhoods such as the Applewood and Cherrywood subdivision.*

Response: A masonry meeting the standards established in the development agreement is proposed to be built along the boundary with the Country Ridge subdivision. Specific design plans for the wall will be included with the Final PUD application.

- d) *The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots*

shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee

Response: Full development of the site will include complete improvements of Queensgate Drive to a minor arterial standard with multiple travel lanes, turn lanes, a roundabout, bicycle paths and sidewalks. The development team has been working closely with City staff to coordinate on general design of this road corridor. For the initial phase of development, Queensgate Drive will be dedicated and constructed as a rural street standard from Keene Road across the Phase II portion of the site. Full street improvements would be constructed along the Phase I portion of the site. The proposed plat acknowledges that no direct access from residential lots will be allowed from Queensgate Drive.

- e) *Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:*
- 1. Building setbacks;*
 - 2. Maximum building height;*
 - 3. Landscape screening and/or fencing;*
 - 4. Restrictions on outdoor lighting;*
 - 5. Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas.*
- The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.*

Response: The eastern boundary is part of Phase II and so will be addressed in the future when a PUD application is brought forward for Phase II.

- f) *Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.*

Response: The development team has worked closely with city staff to coordinate potential locations for access onto Keene Road. Current plans call for a 300' separation between Queensgate/Keene intersection and the nearest driveway into the site. Specific road and driveway locations will be provided when a PUD application is submitted for Phase II of the development.

- g) *Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as*

Multifamily/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than forty (40) feet on portions of the Site zoned commercial west of Queensgate Drive.

Response: The proposal calls for PUD zoning for the entirety of the Phase I site. Single family lots to be constructed under R-1-12 development standards and proposed townhomes would be developed under standards as shown in the PUD application. Proposed building heights within the Single family portion of the site would be 30 feet as set forth in the R-1-12 zone. Townhome building heights would be a maximum of 40 feet. Commercial development will be addressed in specific detail when a PUD application for Phase II is submitted to the City.

- h) Development proposals within the portions of the Site designated as Commercial shall not be approved unless they are determined to be consistent with the design standards included in Exhibit B (attached) of this agreement and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.*

Response: Commercial development is proposed in the Phase II portion of the project and will be designed to be consistent with these standards.

- i) Development proposals within the portions of the Site designated as Low Density Residential shall be reviewed and approved through the City Subdivision process as specified in Title 24 of the Richland Municipal Code or through the Planned Unit Development Application Procedures as set forth in Chapter 23.50 of the Richland Municipal Code.*

Response: The Low density portions of the site are included in both the Phase I pre plat and PUD applications.

- j) Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension from Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the County Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.*

Response: The development team acknowledges the benefit of providing multiple road connections to new developments that tie into the existing street system to the greatest extent practical for improved traffic circulation. We further recognize that the connection to

Lariat Lane provides potentially greater benefit to the Country Ridge neighborhood than it does to the Terraces at Queensgate South. Any level of connection between the two projects would function equally well for The Terraces at Queensgate South. The City will need to make a determination as to what level of connection is most appropriate.

The current design meets the requirements of this condition: Lambert Drive extends some 1,200 feet in a north-south orientation before it curves to the east to connect with Queensgate Drive. The current design contemplates a full connection with Lariat Lane, but such design can be modified to insert traffic calming measures, or limitations on through access as determined by the City.

- k) *The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with items a through j as listed above.*

Response: The only deviation from typical zoning standards requested is the minor reduction in setbacks for the R-1-12 lots along the western property boundary, which is permissible under the provisions of the PUD application process. No adjustments to zoning boundaries are contemplated in Phase I development.

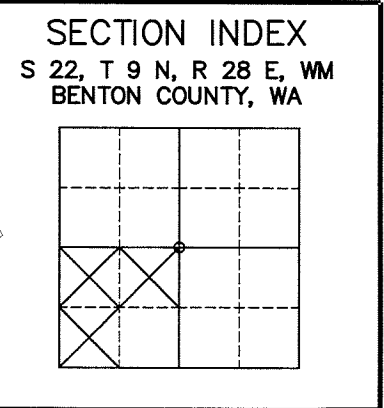
- l) *The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed within the Site that requires public review under the provisions of the Richland Municipal Code.*

Response: This is an obligation to be met by the City.

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.

SURVEY #5135

SHEET 1 OF 5



ORIGINAL LEGAL DESCRIPTIONS

LOT 1

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°53'51" A DISTANCE OF 454.63 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°54'48" A DISTANCE OF 651.57 FEET; THENCE NORTH 88°25'48" EAST A DISTANCE OF 276.58 FEET; THENCE NORTH 89°14'37" EAST A DISTANCE OF 98.91 FEET; THENCE NORTH 00°41'01" WEST A DISTANCE OF 883.15 FEET; THENCE NORTH 42°11'07" EAST A DISTANCE OF 376.94 FEET TO THE HEREINBEFORE SAID RIGHT-OF-WAY MARGIN AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 59°04'12" WEST A DISTANCE OF 10.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°06'20" A DISTANCE OF 10.47 FEET; THENCE NORTH 70°46'11" WEST, ALONG SAID MARGIN, A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 60°52'21" WEST A DISTANCE OF 247.80 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°29'59" A DISTANCE OF 247.82 FEET; THENCE NORTH 66°00'37" WEST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE POINT OF BEGINNING.

LOT 2

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET; THENCE, LEAVING SAID LINE, NORTH 89°14'37" EAST A DISTANCE OF 20.03 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 79.99 FEET; THENCE NORTH 89°14'37" EAST A DISTANCE OF 105.00 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 150.00 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 242.31 FEET; THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 767.54 FEET; THENCE SOUTH 88°25'48" WEST A DISTANCE OF 276.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 9540.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 02°05'05" EAST A DISTANCE OF 740.58 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°26'56" A DISTANCE OF 740.77 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET; THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO THE POINT OF BEGINNING.

LOT 3

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID MARGIN THROUGH A CENTRAL ANGLE OF 2°29'37" A DISTANCE OF 247.65 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 131.96 FEET; THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°01'40" A DISTANCE OF 285.89 FEET; THENCE SOUTH 89°57'18" WEST A DISTANCE OF 199.29 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 736.83 FEET TO THE POINT OF BEGINNING.

LOT 4

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°29'16" EAST ALONG SAID WEST LINE A DISTANCE OF 2173.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET; THENCE, LEAVING SAID MARGIN, SOUTH 00°29'16" WEST A DISTANCE OF 736.83 FEET; THENCE NORTH 89°57'18" EAST A DISTANCE OF 199.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1090.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 08°29'16" WEST A DISTANCE OF 168.57 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°52'11" A DISTANCE OF 168.74 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°21'44" A DISTANCE OF 1392.33 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET; THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89°14'37" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET; THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 89°14'37" WEST A DISTANCE OF 105.00 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 79.99 FEET; THENCE SOUTH 89°14'37" WEST A DISTANCE OF 20.03 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING

NAD 1983/11
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS
OBSERVATIONS USING WSRN AND GEOID 2012A. UNITS OF MEASUREMENT
ARE US SURVEY FEET.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF NOVEMBER, 2022, AT 32 MINUTES PAST 10 A.M. RECORDS OF THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.

RECORDING NUMBER 2022-035589

Brenda Chilton
COUNTY AUDITOR
B01 P5135
FEE
Munata (Deputy)
BY

SURVEY FOR

COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
16455 NE 99TH STREET
REDMOND, WA98052

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD
TRAVERSE METHODS FOR CONTROL AND STAKING.

FOUND CORNERS

F1: FOUND WORLEY REBAR AND CAP LS 41966 0.10'W OF CORNER
F2: FOUND WORLEY REBAR AND CAP LS 41966 0.15'W AND 0.14'S OF CORNER
F3: FOUND WORLEY REBAR AND CAP LS 41966 0.10'W OF CORNER
F4: FOUND WORLEY REBAR AND CAP LS 41966 0.10'E AND 0.10'S OF CORNER
F5: FOUND 1/2" CRIMPED IRON PIPE 0.78'S OF CORNER
F6: FOUND WORLEY REBAR AND CAP LS 13352 3.81'N OF CORNER
F7: FOUND BENT 5/8" REBAR WITH NO CAP 0.22'W AND 0.12'N OF CORNER
F8: FOUND 1/2" CRIMPED IRON PIPE AT CORNER
F9: FOUND WORLEY REBAR AND CAP LS 13352 AT CORNER
F10: FOUND WORLEY REBAR AND CAP LS 41966 0.19'W AND 0.13'N OF CORNER
F11: FOUND 1/2" CRIMPED IRON PIPE 0.53'E AND 0.76'N OF CORNER
F12: FOUND WORLEY REBAR AND CAP LS 41966 1.23'W AND 0.64'N OF CORNER
F13: FOUND WORLEY REBAR AND CAP LS 13352 2.23'W AND 1.25'N OF CORNER
F14: FOUND WORLEY REBAR AND CAP LS 13352 2.13'W AND 1.04'N OF CORNER
F15: FOUND WORLEY REBAR AND CAP LS 41966 0.24'W AND 0.16'N OF CORNER
F16: FOUND WORLEY REBAR AND CAP LS 41966 AT CORNER
F17: FOUND WORLEY REBAR AND CAP LS 41966 AT CORNER
F18: FOUND WORLEY REBAR AND CAP LS 41966 AT CORNER
F219: FOUND WORLEY REBAR AND CAP LS 41966 1.36'E AND 1.08'S OF CORNER

ORIGINAL PARCEL AREAS

PARCEL 1 451,061 SF±
PARCEL 2 202,070 SF±
PARCEL 3 205,128 SF±
PARCEL 4 718,979 SF±
TOTAL 1,577,238 SF±

REVISED PARCEL AREAS

PARCEL 1 333,696 SF±
PARCEL 2 138,316 SF±
PARCEL 3 204,845 SF±
PARCEL 4 900,381 SF±
TOTAL 1,577,238 SF±

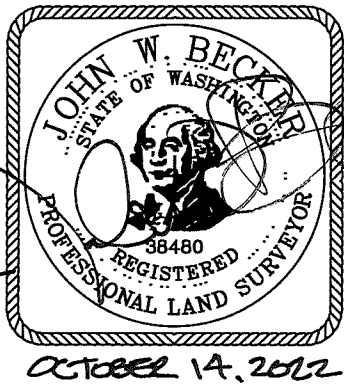
DWN. BY TD DATE 9/7/22
CHKD. BY JB JOB NO. 2210404

SURVEYOR'S CERTIFICATE

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN SEPTEMBER, 2022, IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09 R.C.W. AND 332-130 W.A.C., AT THE REQUEST OF COLUMBIA VALLEY PROPERTY HOLDINGS, LLC.

JOHN W. BECKER, PLS 38480

DATE



AHBL
TACOMA · SEATTLE · SPOKANE · TRI-CITIES
5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

2022-035589 B: 01 P: 5735 SUR
11/15/2022 10:32:17 AM Pages 5 Fee \$307.50
Benton County Auditor's Office

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT

SURVEY # 5735

SHEET 2 OF 5

PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,

TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,

BENTON COUNTY, WASHINGTON.

REVISED LEGAL DESCRIPTIONS

REVISED LOT 1

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 128.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°55'07" EAST A DISTANCE OF 40.40 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°24'27" A DISTANCE OF 40.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°05'32" A DISTANCE OF 207.42 FEET; THENCE SOUTH 70°46'11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 59°04'12" EAST A DISTANCE OF 10.47; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'20" A DISTANCE OF 10.47 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET; THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE NORTH LINE OF LOT 1 AS DEPICTED ON SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 960, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 89°14'37" WEST ALONG SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 280.89 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 579.01 FEET; THENCE NORTH 04°48'01" EAST A DISTANCE OF 79.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1774.22 FEET, THE CHORD OF WHICH BEARS NORTH 16°32'54" EAST A DISTANCE OF 433.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'01" A DISTANCE OF 435.08 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 231.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'36" A DISTANCE OF 47.04 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 2

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE NORTHERLY MARGIN OF SHOCKLEY ROAD; THENCE NORTH 89°14'37" EAST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 496.95 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING ALONG SAID NORTHERLY MARGIN, NORTH 89°14'37" EAST A DISTANCE OF 137.14 FEET TO THE SOUTHWEST CORNER OF LOT 1 AS DEPICTED ON SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 960, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 767.54 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89°14'37" WEST ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID LOT A DISTANCE OF 181.98 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 621.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 264.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'36" A DISTANCE OF 40.13 FEET; THENCE SOUTH 08°13'19" EAST A DISTANCE OF 58.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°22'27" A DISTANCE OF 19.79 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°54'31" A DISTANCE OF 44.98 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 3

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 155.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 12.19 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 70.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°27'08" A DISTANCE OF 49.46 FEET; THENCE SOUTH 28°26'30" WEST A DISTANCE OF 140.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 341.00; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°1'00" A DISTANCE OF 77.47 FEET; THENCE SOUTH 15°25'30" WEST A DISTANCE OF 77.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'14" A DISTANCE OF 31.13 FEET; THENCE SOUTH 23°04'44" WEST A DISTANCE OF 38.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 53.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°05'50" A DISTANCE OF 16.74 FEET; THENCE SOUTH 41°10'33" WEST A DISTANCE OF 32.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 43.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°59'50" A DISTANCE OF 33.02 FEET; THENCE SOUTH 85°10'23" WEST A DISTANCE OF 66.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 531.64 FEET, THE CHORD OF WHICH BEARS SOUTH 88°53'40" WEST A DISTANCE OF 40.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THOUGH A CENTRAL ANGLE OF 04°25'09" A DISTANCE OF 41.00 FEET; THENCE NORTH 80°03'24" WEST A DISTANCE OF 61.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 127.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°07'24" A DISTANCE OF 80.07 FEET; THENCE NORTH 00°29'20" EAST A DISTANCE OF 647.47 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 4

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

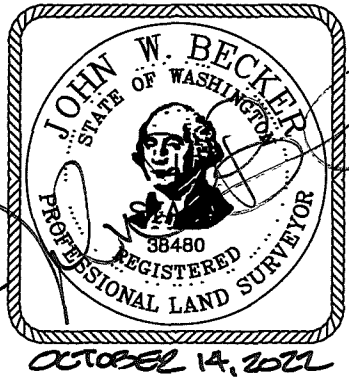
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE NORTHERLY MARGIN OF SHOCKLEY ROAD; THENCE NORTH 89°14'37" EAST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 125.03 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING ALONG SAID NORTHERLY MARGIN, NORTH 89°14'37" EAST A DISTANCE OF 371.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET, THE CHORD OF WHICH BEARS NORTH 47°48'07" WEST A DISTANCE OF 40.88 FEET; THENCE LEAVING SAID NORTHERLY MARGIN, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°54'31" A DISTANCE OF 44.98 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 336.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°22'27" A DISTANCE OF 19.79 FEET; THENCE NORTH 08°13'19" WEST A DISTANCE OF 58.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 264.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'36" A DISTANCE OF 40.13 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 1201.00 FEET; THENCE NORTH 04°48'01" EAST A DISTANCE OF 79.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1774.22 FEET, THE CHORD OF WHICH BEARS NORTH 16°32'54" EAST A DISTANCE OF 433.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'01" A DISTANCE OF 435.08 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 231.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'36" A DISTANCE OF 47.04 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS NORTH 61°55'07" WEST A DISTANCE OF 40.40 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY MARGIN AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°24'27" A DISTANCE OF 40.40 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY MARGIN, NORTH 66°00'37" WEST A DISTANCE OF 128.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET, THE CHORD OF WHICH BEARS SOUTH 18°47'04" EAST A DISTANCE OF 44.04 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°27'08" A DISTANCE OF 49.46 FEET; THENCE SOUTH 28°26'30" WEST A DISTANCE OF 140.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 341.00; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°1'00" A DISTANCE OF 77.47 FEET; THENCE SOUTH 15°25'30" WEST A DISTANCE OF 77.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'14" A DISTANCE OF 31.13 FEET; THENCE SOUTH 23°04'44" WEST A DISTANCE OF 38.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 53.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°05'50" A DISTANCE OF 16.74 FEET; THENCE SOUTH 41°10'33" WEST A DISTANCE OF 32.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 43.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°59'50" A DISTANCE OF 33.02 FEET; THENCE SOUTH 85°10'23" WEST A DISTANCE OF 66.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 531.64 FEET, THE CHORD OF WHICH BEARS SOUTH 88°53'40" WEST A DISTANCE OF 40.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THOUGH A CENTRAL ANGLE OF 04°25'09" A DISTANCE OF 41.00 FEET; THENCE NORTH 80°03'24" WEST A DISTANCE OF 61.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 127.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°07'24" A DISTANCE OF 80.07 FEET; THENCE NORTH 00°29'20" EAST A DISTANCE OF 647.47 FEET TO SAID SOUTHERLY MARGIN; THENCE NORTH 68°05'20" WEST A DISTANCE OF 155.77 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00°29'16" WEST ALONG SAID WEST LINE A DISTANCE OF 2173.16 FEET; THENCE LEAVING SAID WEST LINE, NORTH 89°14'37" EAST A DISTANCE OF 20.03 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 79.99 FEET; THENCE NORTH 89°14'37" WEST A DISTANCE OF 105.0 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 19th DAY OF November, 2022, AT 32 MINUTES PAST 10 A.M. RECORDS OF THE BENTON COUNTY AUDITOR, KENNEDICK WASHINGTON. RECORDING NUMBER 2022- 035589.

Brenda Chilton
COUNTY AUDITOR
601 P5735
FEE
mlmarch (Deputy)
BY

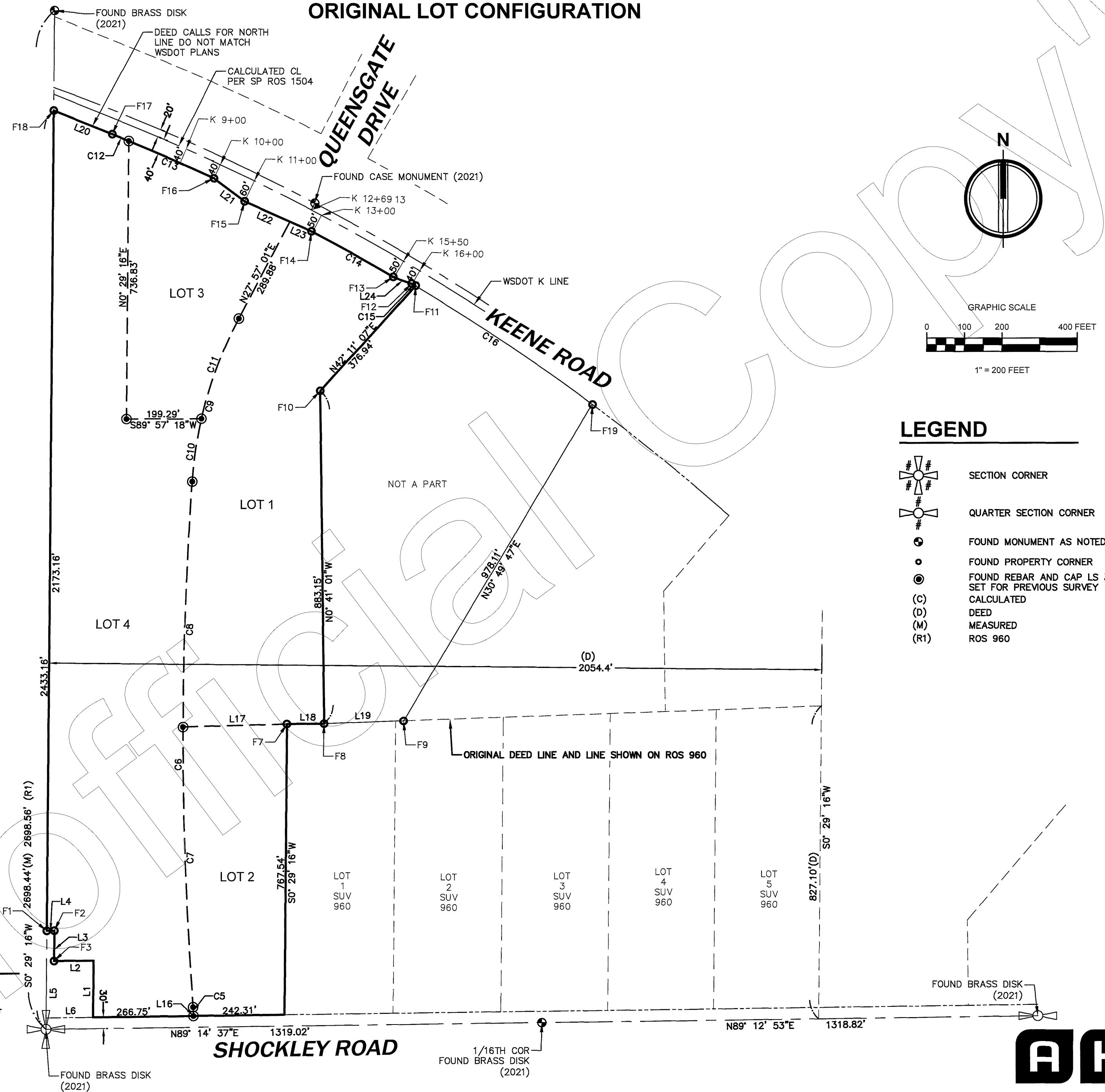


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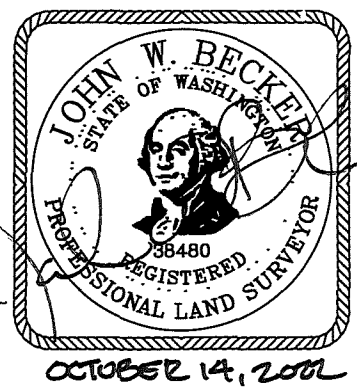
5804 Road 90, Suite H Pasco, WA 99301
509 380 5883 TEL 253.383.2572 FAX www.ahbl.com WEB

ORIGINAL LOT CONFIGURATION



LEGEND

- | | |
|---|---|
|  | SECTION CORNER |
|  | QUARTER SECTION CORNER |
|  | FOUND MONUMENT AS NOTED |
|  | FOUND PROPERTY CORNER |
|  | FOUND REBAR AND CAP LS 38480
SET FOR PREVIOUS SURVEY |
| (C) | CALCULATED |
| (D) | DEED |
| (M) | MEASURED |
| (R1) | ROS 960 |



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF NOVEMBER,
2022, AT 32 MINUTES PAST 10 A.M. RECORDS OF
THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.

RECORDING NUMBER 2022-035589

Brenda Chilton
COUNTY AUDITOR

B01 P5735
FEE

BY M. L. M. (Deputy)

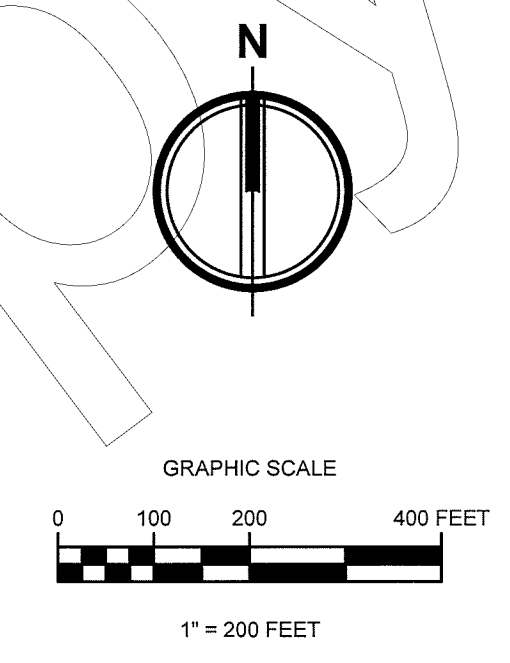
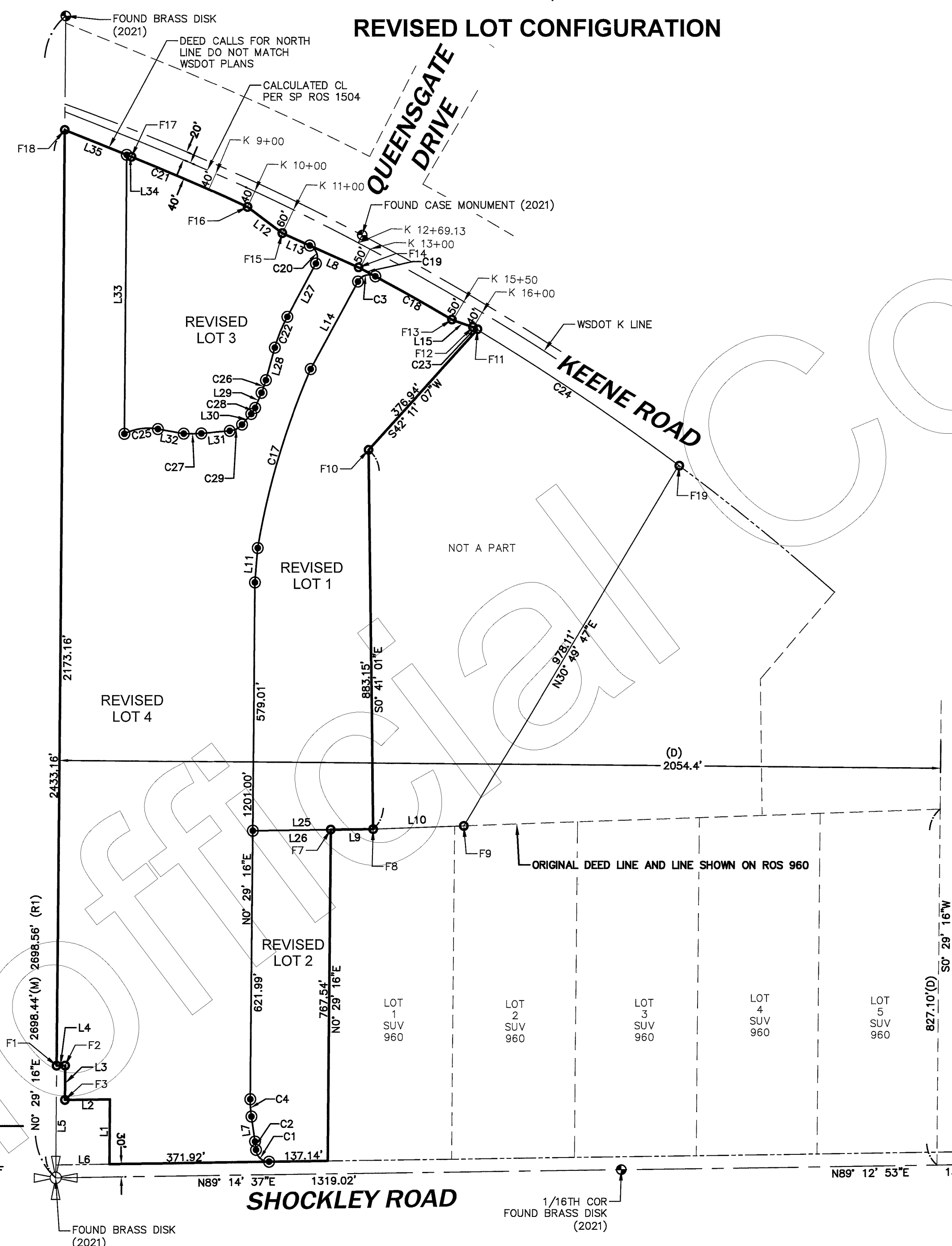
DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404

A H B L

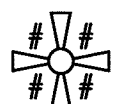
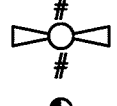
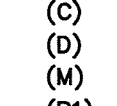
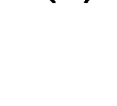
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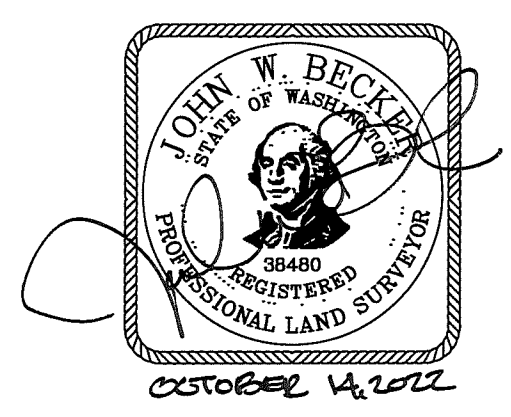
5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT **SURVEY #5735** SHEET 4 OF 5
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.



LEGEND

-  SECTION CORNER
-  QUARTER SECTION CORNER
-  FOUND MONUMENT AS NOTED
-  FOUND PROPERTY CORNER
-  SET REBAR AND CAP LS 38480
-  (C) CALCULATED
-  (D) DEED
-  (M) MEASURED
-  (R1) ROS 960



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF NOVEMBER,
2022 AT 32 MINUTES PAST 10 A.M. RECORDS OF
THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.
RECORDING NUMBER 2022-039989
BY Brenda Chilton
COUNTY AUDITOR
801 P5735
FEE
McNair (Deputy)
BY

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404



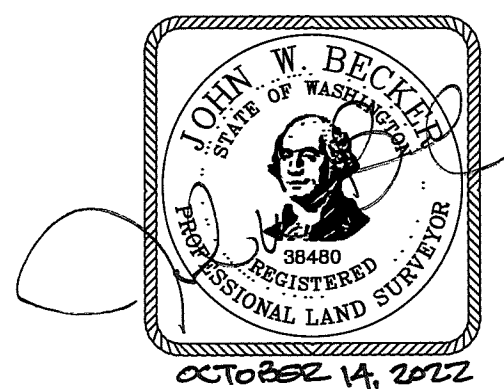
5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT **SURVEY#5735** SHEET 5 OF 5
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.
REVISED LOT CONFIGURATION

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	44.98	30.00	85°54'31"	N47° 48' 07"W	40.88
C2	19.79	336.00	3°22'27"	N6° 32' 06"W	19.78
C3	47.04	30.00	89°50'36"	N73° 21' 48"E	42.37
C4	40.13	264.00	8°42'36"	N3° 52' 01"W	40.09
C5	21.26	260.00	4°41'08"	N1° 57' 59"W	21.26
C6	1392.33	9540.00	8°21'44"	S0° 07' 42"E	1391.10
C7	740.77	9540.00	4°26'56"	N2° 05' 05"W	740.58
C8	651.57	9540.00	3°54'48"	N2° 05' 47"E	651.44
C9	454.63	1090.00	23°53'51"	S16° 00' 06"W	451.34
C10	168.74	1090.00	8°52'11"	N8° 29' 16"E	168.57
C11	285.89	1090.00	15°01'40"	N20° 26' 12"E	285.07
C12	46.96	5690.00	0°28'22"	S67° 51' 09"E	46.96
C13	247.65	5690.00	2°29'37"	S66° 22' 09"E	247.63
C14	247.82	5680.00	2°29'59"	N60° 52' 21"W	247.80
C15	10.47	5690.00	0°06'20"	N59° 04' 12"W	10.47
C16	565.87	5690.00	5°41'53"	S56° 10' 05"E	565.64
C17	435.08	1774.22	14°03'01"	N16° 32' 54"E	433.99
C18	207.42	5680.00	2°05'32"	S60° 40' 08"E	207.41
C19	40.40	5680.00	0°24'27"	S61° 55' 07"E	40.40
C20	49.46	30.00	94°27'08"	S18° 47' 04"E	44.04
C21	294.60	5690.00	2°58'00"	N66° 36' 20"W	294.57
C22	77.47	341.00	13°01'00"	S21° 56' 00"W	77.30
C23	10.47	5690.00	0°06'20"	S59° 04' 12"E	10.47
C24	565.87	5690.00	5°41'53"	S56° 10' 05"E	565.64
C25	80.07	127.00	36°07'24"	S81° 52' 54"W	78.75
C26	31.13	233.00	7°39'14"	S19° 15' 07"W	31.10
C27	41.00	531.64	4°25'09"	S88° 53' 40"W	40.99
C28	16.74	53.00	18°05'50"	S32° 07' 39"W	16.67
C29	33.02	43.00	43°59'50"	S63° 10' 28"W	32.21

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	150.00	S0° 29' 16"W
L2	105.00	N89° 14' 37"E
L3	79.99	S0° 29' 16"W
L4	20.03	N89° 14' 37"E
L5	229.94	N0° 27' 52"E
L6	125.03	N89° 14' 37"E
L7	58.44	S8° 13' 19"E
L8	128.24	S66° 00' 37"E
L9	98.91	N89° 14' 37"E
L10	211.32	N87° 56' 53"E
L11	79.68	N4° 48' 01"E
L12	101.12	S53° 13' 09"E
L13	70.08	S66° 00' 37"E
L14	231.11	N28° 26' 30"E
L15	50.61	S70° 46' 11"E
L16	1.80	N0° 22' 35"E
L17	276.58	N88° 25' 48"E
L18	98.91	N89° 14' 37"E
L19	211.32	N87° 56' 53"E
L20	167.97	S68° 05' 20"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	101.12	S53° 13' 09"E
L22	131.96	S66° 00' 37"E
L23	66.36	S66° 00' 37"E
L24	50.61	N70° 46' 11"W
L25	280.89	S89° 14' 37"W
L26	181.98	S89° 14' 37"W
L27	140.55	S28° 26' 30"W
L28	77.90	S15° 25' 30"W
L29	38.23	S23° 04' 44"W
L30	32.82	S41° 10' 33"W
L31	66.34	S85° 10' 23"W
L32	61.27	N80° 03' 24"W
L33	647.47	N0° 29' 20"E
L34	12.19	S68° 05' 20"E
L35	155.77	S68° 05' 20"E



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF NOVEMBER,
2022 AT 32 MINUTES PAST 10 A.M. RECORDS OF
THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.

RECORDING NUMBER 2022-035589

Brenda Chilton
COUNTY AUDITOR

801 P5735
FEE

McCrath (Deputy)
BY

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404



5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

EXHIBIT F
TOPOGRAPHIC SURVEY
AHBL

QUEENSGATE DEVELOPMENT
A PORTION OF THE SW 1/4 OF SEC. 22, TWN. 09 N., RGE. 28 E. W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

EXHIBIT F - Topo Survey



Project Title:

**QUEENSGATE
DEVELOPMENT**

Client:

JAYA HOLDINGS LLC

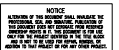
11364 KENNINGTON WAY
RICHLAND, WA 99352-7871
MALLIKARJUNA R. VALLEM

Job No.

2210404.50

Issue Set & Date:

JULY 15, 2021



LEGAL DESCRIPTION

SEE SHEET 5 FOR LEGAL DESCRIPTIONS

VERTICAL DATUM

NAVD 1988 VERTICAL DATUM ON ORTHOMETRICALLY CORRECTED GPS OBSERVATIONS USING WGSN AND GEOID 2012A.

BASIS OF BEARING

NAD 1983/11
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS OBSERVATIONS USING WGSN AND GEOID 2012A. UNITS OF MEASUREMENT ARE US SURVEY FEET.

UTILITY NOTES

1. SURFACE UTILITY FACILITIES ARE SHOWN HEREON PER FIELD LOCATED VISIBLE EVIDENCE. THERE MAY BE UTILITIES THAT EXIST ON THIS SITE OTHER THAN THOSE GRAPHICALLY DEPICTED HEREON.
2. UNDERGROUND (BURIED) UTILITIES SHOWN HEREON ARE BASED ON COMBINATIONS OF VISIBLE SURFACE EVIDENCE, UTILITY LOCATOR MARKINGS AND RECORD DATA (SUCH AS AS-BUILT OR UTILITY DESIGN DRAWINGS). ALL UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND, IN SOME CASES, ARE SHOWN AS STRAIGHT LINES BETWEEN FIELD LOCATED SURFACE UTILITY FACILITIES. UNDERGROUND UTILITIES MAY HAVE BENDS, CURVES OR CONNECTIONS WHICH ARE NOT SHOWN.
3. ALTHOUGH LOCATIONS OF UNDERGROUND UTILITIES BASED ON UTILITY LOCATOR MARKINGS AND RECORD DATA (SUCH AS AS-BUILT OR UTILITY DESIGN DRAWINGS) ARE DEEMED RELIABLE, AHBL, INC. ASSUMES NO LIABILITY FOR THE ACCURACY OF SAID DATA.
4. CALL 1-800-424-5555 BEFORE ANY CONSTRUCTION.

RELIANCE NOTE

THIS SURVEY WAS PREPARED AT THE REQUEST OF MALLIKARJUNA R. VALLEM FOR THE SOLE AND EXCLUSIVE USE OF JAYA HOLDINGS LLC AND BENTON-FRANKLIN TITLE COMPANY. RIGHTS TO RELY UPON AND/OR USE THIS SURVEY DO NOT EXTEND TO ANY OTHER PARTY EXCEPT THROUGH EXPRESS RE-CERTIFICATION BY THE PROFESSIONAL LAND SURVEYOR WHOSE STAMP AND SIGNATURE APPEAR HEREON.

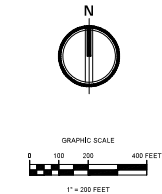
EQUIPMENT USED

3" TOTAL STATION UTILIZING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING.

SURVEYOR'S CERTIFICATE

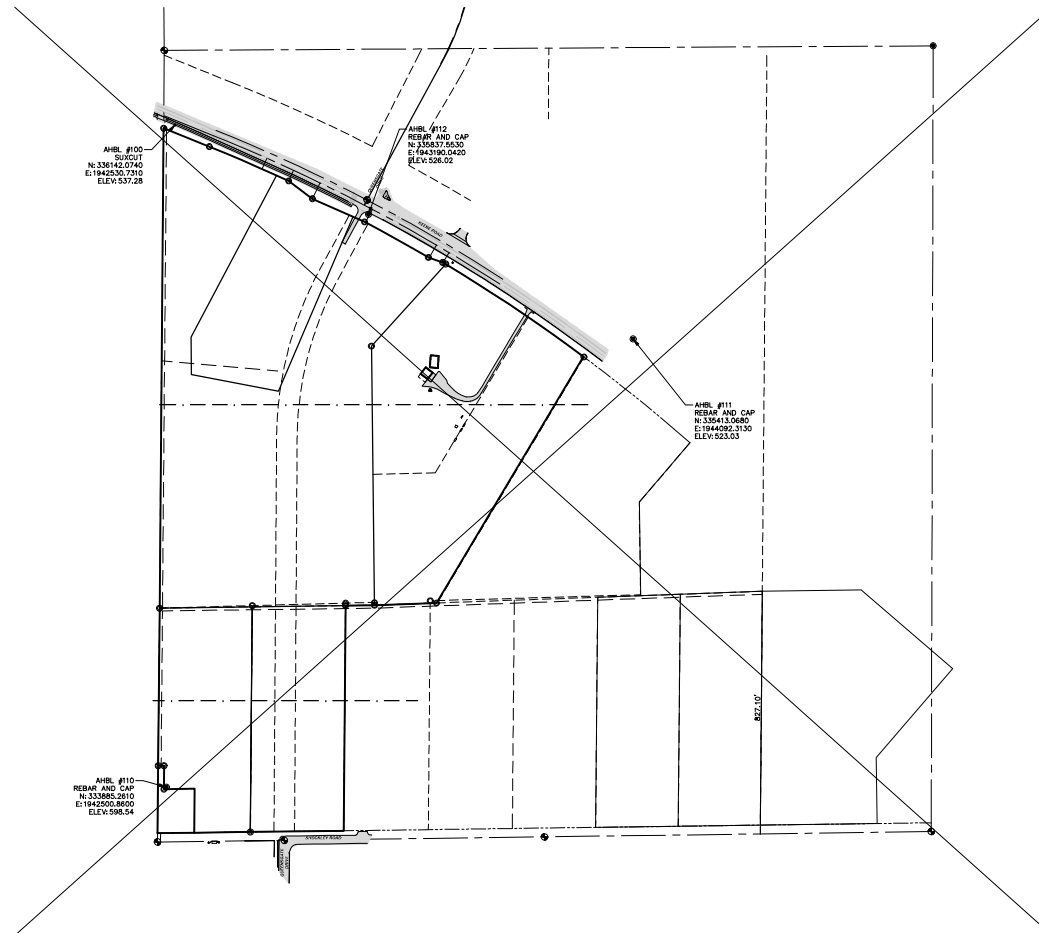
I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN JULY 2021 AT THE REQUEST OF THE JAYA HOLDINGS LLC.

JOHN W. BECKER, PLS 35480 DATE



LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- CENTER SECTION
- FOUND MONUMENT AS NOTED
- FOUND SURFACE MONUMENT AS NOTED
- BENCHMARK
- HUB AND TACK
- SET NAIL AND WASHER
- SET REBAR AND CAP
- FOUND PROPERTY CORNER
- FOUND/SET LEAD AND TACK
- ROLLARD
- MAIL BOX
- SIGN AS NOTED
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- STORM CLEANOUT
- STORM CATCH BASIN
- STORM MANHOLE
- CABLE RISER
- GAS METER
- GAS VALVE
- TRAFFIC SIGNAL POLE
- TRAFFIC CABINET
- GUY ANCHOR
- UTILITY POWER POLE
- JUNCTION BOX
- POWER METER
- POWER VAULT
- LUMINAIRE
- FIRE HYDRANT
- HOSE BIB
- IRRIGATION CONTROL VALVE
- WATER METER
- WATER VALVE
- CONIFEROUS TREE AS NOTED
- DECIDUOUS TREE AS NOTED
- LEFT TURN ARROW
- RIGHT TURN ARROW
- STORM LINE
- SEWER LINE
- WATER LINE
- GAS LINE
- ELECTRICAL LINE
- COMMUNICATION LINE
- OVERHEAD UTILITIES
- FENCE
- ASPHALT
- CONCRETE



Revisions:

Sheet Title:

**TOPOGRAPHIC
SURVEY**

Designed by: Drawn by: Checked by:

TOLP JB

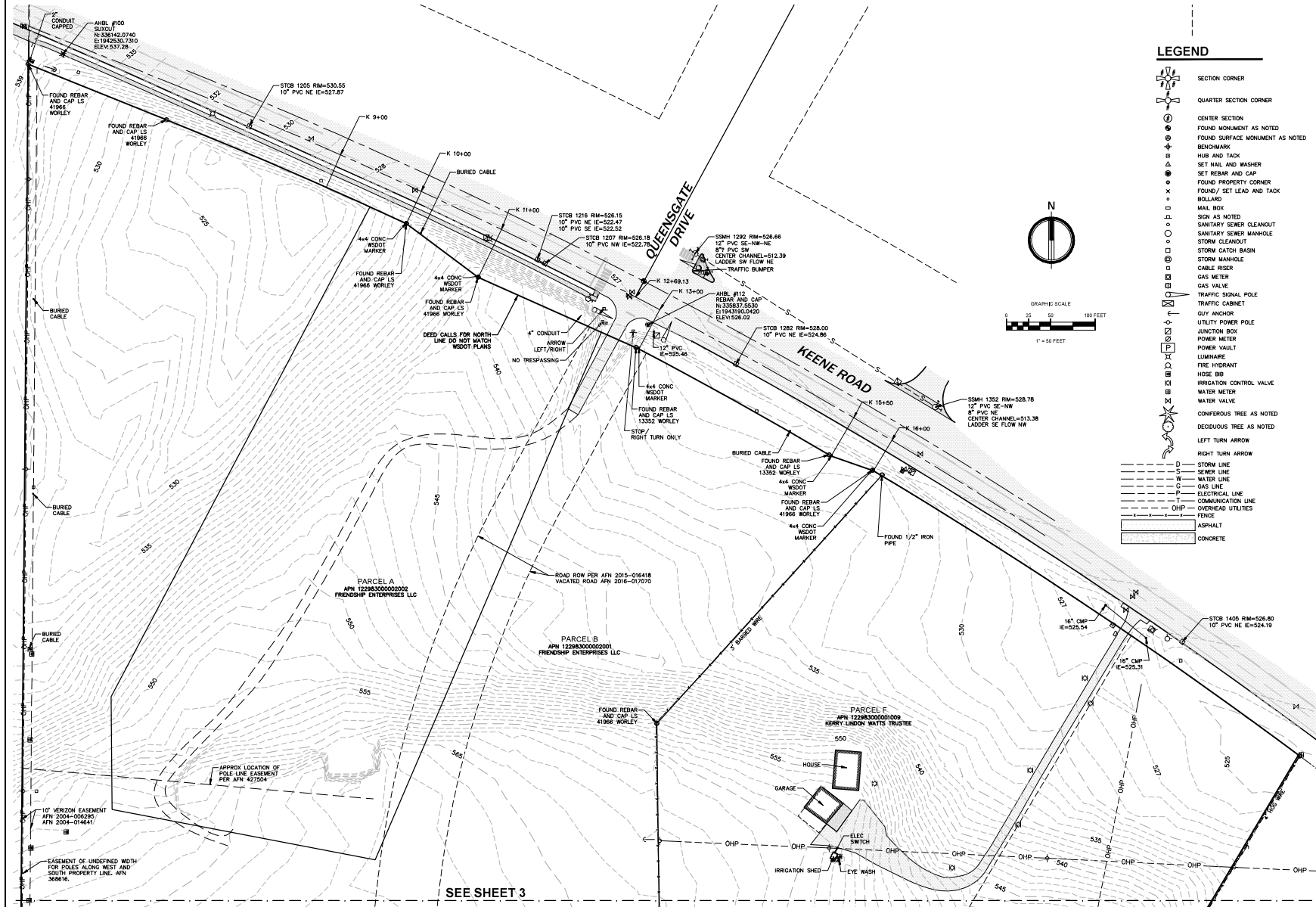
Sheet No.

1

1 of 5 Sheets

QUEENSGATE DEVELOPMENT

A PORTION OF THE SW 1/4 OF SEC. 22, TWN. 09 N., RGE. 28 E. W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



Project Title:
QUEENSGATE DEVELOPMENT

Client:
JAYA HOLDINGS LLC
11364 KENNINGTON WAY
RICHLAND, WA 99002-7871
MALLIKARJUNA R. VALLEJ

Job No.
2210404.50

Issue Set & Date:

JULY 15, 2021



NOTICE
A PORTION OF THE SURVEYED AREA IS OWNED BY THE CITY OF RICHLAND. THE CITY OF RICHLAND HAS GRANTED A LICENSE TO THE SURVEYOR TO USE THE SURVEYED AREA FOR THE PURPOSES OF THIS SURVEY. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY OR PERSONS ARISING OUT OF OR FROM THE USE OF THIS SURVEY.

Revisions:

Sheet Title:
TOPOGRAPHIC SURVEY

Designed by: Drawn by: Checked by:
TDLF JB

Sheet No.

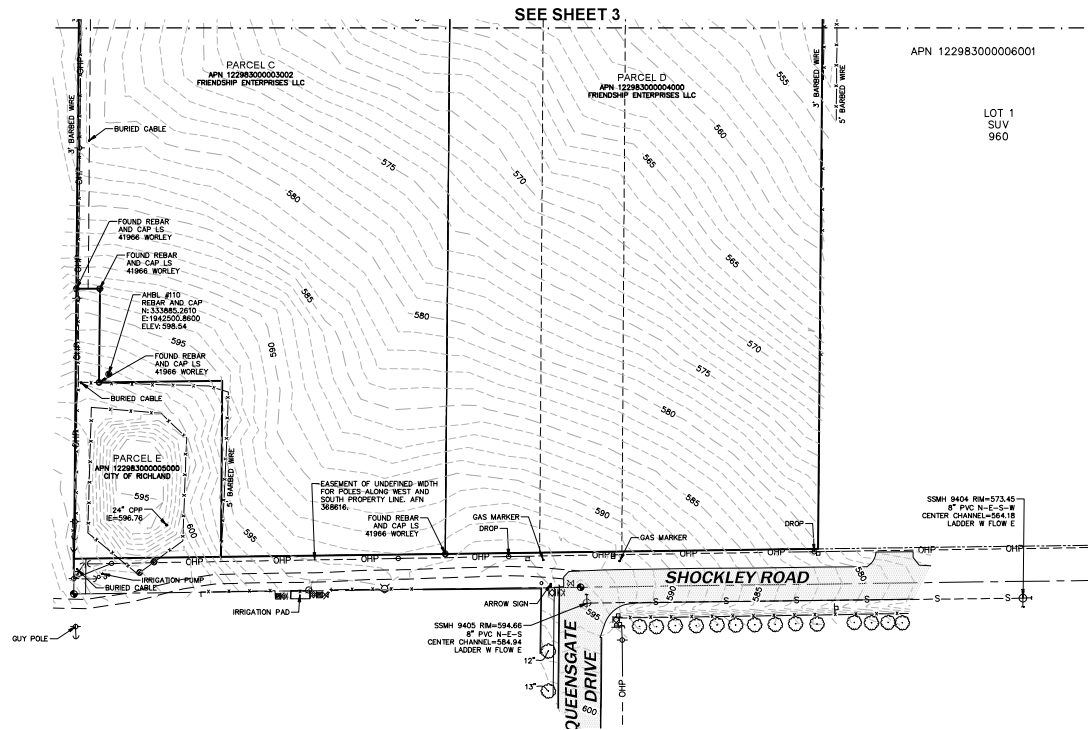
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2 of 5 Sheets

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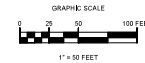
QUEENSGATE DEVELOPMENT

A PORTION OF THE SW 1/4 OF SEC. 22, TWN. 09 N., RGE. 28 E. W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- CENTER SECTION
- FOUND MONUMENT AS NOTED
- FOUND SURFACE MONUMENT AS NOTED
- BENCHMARK
- HUB AND TACK
- SET NAIL AND WASHER
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- SANITARY SEWER CLEANOUT
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- GAS METER
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- TRAFFIC CABINET
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- UTILITY POWER POLE
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- POWER VAULT
- LUMINAIRE
- FIRE HYDRANT
- HOSE BIB
- IRRIGATION CONTROL VALVE
- WATER METER
- WATER VALVE
- CONIFEROUS TREE AS NOTED
- DECIDUOUS TREE AS NOTED
- LEFT TURN ARROW
- RIGHT TURN ARROW
- STORM LINE
- SEWER LINE
- WATER LINE
- GAS LINE
- ELECTRICAL LINE
- COMMUNICATION LINE
- OVERHEAD UTILITIES
- FENCE
- ASPHALT
- CONCRETE



NOTICE
A PORTION OF THE PROPERTY SHOWN ON THIS MAP IS OWNED BY THE CITY OF RICHLAND, WASHINGTON. THE CITY OF RICHLAND, WASHINGTON, IS THE OWNER OF THE PROPERTY SHOWN ON THIS MAP. THE CITY OF RICHLAND, WASHINGTON, IS THE OWNER OF THE PROPERTY SHOWN ON THIS MAP.

- Revisions:

Sheet Title:

TOPOGRAPHIC SURVEY

Designed by: Drawn by: Checked by:

Sheet No.

4

4 of 5 Sheets

Project Title:

QUEENSGATE DEVELOPMENT

Client:

JAYA HOLDINGS LLC

11364 KENNINGTON WAY
RICHLAND, WA 99302-7871
MALLIKARJUNA R. VALLEJ

Job No.

2210404.50

Issue Set & Date:

JULY 15, 2021

QUEENSGATE DEVELOPMENT
A PORTION OF THE SW 1/4 OF SEC. 22, TWN. 09 N., RGE. 28 E. W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

LEGAL DESCRIPTION

LEGAL DESCRIPTION: 8P13556

PARCEL A: 1-2298-300-0002-002

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE N. 00°32'04" E. ALONG THE WEST LINE THEREOF, FOR 2433.28 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 843565;
THENCE S. 89°02'30" E. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN, FOR 167.87 FEET TO THE POINT OF CURVATURE WITH A 5600.10 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°57'53", FOR AN ARC DISTANCE OF 294.42 FEET TO THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY MARGIN, S. 27°50'03" W. FOR 624.20 FEET;
THENCE S. 00°32'04" E. FOR 127.33 FEET;
THENCE S. 79°08'25" E. FOR 301.72 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SAID KEENE ROAD;
THENCE N. 67°08'28" W. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN, FOR 184.88 FEET;
THENCE N. 83°10'14" W. FOR 101.12 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED TO THE CITY OF RICHLAND FOR ROAD RIGHT OF WAY, RECORDED UNDER AUDITOR'S FILE NUMBER 2015-016418; AND TOGETHER WITH THAT PORTION VACATED BY THE CITY OF RICHLAND FOR ROAD RIGHT OF WAY, RECORDED UNDER AUDITOR'S FILE NUMBER 2016-07070, RECORDS OF BENTON COUNTY, WASHINGTON.

PARCEL B: 1-2298-300-0002-001

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 843565 AND NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE N. 00°32'04" E. ALONG THE WEST LINE THEREOF, FOR 797.55 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED LINE;
THENCE N. 88°32'00" E. FOR 733.00 FEET;
THENCE N. 00°32'00" W. FOR 872.60 FEET;
THENCE N. 42°15'00" E. FOR 376.84 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SAID KEENE ROAD AND THE TERMINUS OF SAID DESCRIBED LINE, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE N. 00°32'04" E. ALONG THE WEST LINE THEREOF, FOR 2433.28 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SAID KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON;
THENCE S. 89°02'30" E. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN, FOR 167.87 FEET TO THE POINT OF CURVATURE WITH A 5600.10 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°57'53", FOR AN ARC DISTANCE OF 294.42 FEET TO THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY MARGIN S. 27°50'03" W. FOR 624.20 FEET;
THENCE S. 00°32'04" E. FOR 127.33 FEET;
THENCE S. 79°08'25" E. FOR 301.72 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SAID KEENE ROAD;
THENCE N. 67°08'28" W. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN, FOR 184.88 FEET;
THENCE N. 83°10'14" W. FOR 101.12 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED TO THE CITY OF RICHLAND FOR ROAD RIGHT OF WAY, RECORDED UNDER AUDITOR'S FILE NUMBER 2015-016418; AND TOGETHER WITH THAT PORTION VACATED BY THE CITY OF RICHLAND FOR ROAD RIGHT OF WAY, RECORDED UNDER AUDITOR'S FILE NUMBER 2016-07070, RECORDS OF BENTON COUNTY, WASHINGTON.

PARCEL C: 1-2298-300-0003-002

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST BOUNDARY OF SAID SECTION 22, SAID POINT BEING 260.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE NORTHERLY AND FOLLOWING THE WEST BOUNDARY OF SAID SECTION 22, 537.55 FEET;
THENCE EASTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 22, 316.20 FEET;
THENCE SOUTHERLY AND PARALLEL TO THE WEST BOUNDARY OF SAID SECTION 22, 267.55 FEET TO A POINT 30.00 FEET PERPENDICULARLY DISTANT NORTHERLY OF THE SOUTH BOUNDARY OF SAID SECTION 22;
THENCE WESTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 22, 19.17 FEET;
THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY OF SAID SECTION, 180.00 FEET;
THENCE WESTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 22, 105.00 FEET;
THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY OF SAID SECTION 22, 80.00 FEET;
THENCE WESTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 22, 20.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL D: 1-2298-300-0004-000

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST BOUNDARY OF SAID SECTION 22, SAID POINT BEING 797.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE EASTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 22, 316.20 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING EASTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 22, 317.89 FEET;
THENCE SOUTHERLY AND PARALLEL TO THE WEST BOUNDARY OF SAID SECTION 22, 267.55 FEET TO A POINT 30.00 FEET PERPENDICULARLY DISTANT NORTHERLY OF THE SOUTH BOUNDARY OF SAID SECTION 22;
THENCE WESTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SECTION 22, 37.00 FEET;
THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY OF SAID SECTION 22, 797.55 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED TO THE CITY OF RICHLAND FOR ROAD RIGHT OF WAY, RECORDED UNDER AUDITOR'S FILE NUMBER 2015-016418; AND TOGETHER WITH THAT PORTION VACATED BY THE CITY OF RICHLAND FOR ROAD RIGHT OF WAY, RECORDED UNDER AUDITOR'S FILE NUMBER 2016-07070, RECORDS OF BENTON COUNTY, WASHINGTON.

LEGAL DESCRIPTION

PARCEL E: 122983000005000

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22, THE TRUE POINT OF BEGINNING, THENCE NORTH ALONG THE SECTION LINE BETWEEN SECTIONS 22 AND 21 A DISTANCE OF 260 FEET; THENCE EAST PARALLEL TO AND 200 FEET DISTANT FROM THE SOUTH LINE OF SECTION 22, A DISTANCE OF 20 FEET; THENCE SOUTH PARALLEL TO AND 20 FEET DISTANT FROM THE WEST LINE OF SECTION 22, A DISTANCE OF 80 FEET; THENCE EAST PARALLEL TO AND 180 FEET NORTH OF THE SOUTH LINE OF SECTION 22 A DISTANCE OF 150 FEET; THENCE SOUTH PARALLEL TO AND 125 FEET DISTANT FROM THE WEST LINE OF SECTION 22, A DISTANCE OF 180 FEET; THENCE WEST ALONG THE SECTION LINE, A DISTANCE OF 125 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THE SOUTH 30 FEET THEREOF.

PARCEL F: 122983000001000

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON COLLECTIVELY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE NORTH 00°32'00" EAST ALONG THE WEST LINE OF SAID SECTION FOR 797.55 FEET; THENCE NORTH 89°02'30" EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION FOR 733.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87°02'00" EAST FOR 211.32 FEET;
THENCE NORTH 30°52'00" EAST FOR 878.13 FEET TO INTERSECT THE SOUTHERLY RIGHT OF WAY LINE OF KEENE ROAD ON A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT OF WHICH BEARS SOUTH 36°42'32" WEST A DISTANCE OF 580.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°20'11" FOR AN ARC DISTANCE OF 231.75 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 806887; THENCE SOUTH 30°52'00" WEST ALONG THE EAST LINE OF SAID PARCEL FOR 817.88 FEET; THENCE SOUTH 88°32'00" WEST FOR 212.25 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 00°30'00" EAST FOR 448.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH TRACT OF LAND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION FOR 797.55 FEET; THENCE ANGLE RIGHT 88° A DISTANCE OF 733.00 FEET;
THENCE ANGLE LEFT 89°10' ON A BEARING CALLED NORTH A DISTANCE OF 436.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°32'00" EAST FOR 878.13 FEET TO INTERSECT THE SOUTHERLY RIGHT OF WAY BOUNDARY OF KEENE ROAD;
THENCE CONTINUING IN A SOUTHEASTERLY DIRECTION ALONG SAID BOUNDARY, SAID BOUNDARY BEING ON A 1,023.96 DEGREE OF CURVE TO THE RIGHT AND HAVING A CHORD DISTANCE OF 346.00 FEET; THENCE SOUTH 31°30' WEST 621.02 FEET; THENCE SOUTH 89°10' WEST 212.57 FEET TO THE TRUE POINT OF BEGINNING;
AND TOGETHER WITH TRACT OF LAND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION FOR 797.55 FEET; THENCE ANGLE RIGHT 88° A DISTANCE OF 733.00 FEET;
THENCE ANGLE LEFT 89°10' ON A BEARING CALLED NORTH A DISTANCE OF 731.45 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 42°47'00" EAST A DISTANCE OF 378.59 FEET;
THENCE SOUTH 31°30'00" WEST A DISTANCE OF 493.45 FEET TO THE TRUE POINT OF BEGINNING.



Project Title:

QUEENSGATE DEVELOPMENT

Client:

JAVA HOLDINGS LLC

11364 KENNINGTON WAY
RICHLAND, WA 99052-7871
MALLIKARJUNA R. VALLEIM

Job No.

2210404.50

Issue Set & Date:

JULY 15, 2021



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Revisions:

Sheet Title:

TOPOGRAPHIC
SURVEY

Designed by: Drawn by: Checked by:
TDLF JB

Sheet No.

5

5 of 5 Sheets



510 N. COLORADO ST., STE B
KENNEWICK, WA 99336 Phone: 509-783-0661 Fax: 509-783-2256

SUBDIVISION GUARANTEE

SCHEDULE A

Office File Number BF15325 Ref. No.:	Policy Number	Date of Policy at 12:00 AM	Amount of Insurance \$0.00	Premium \$0.00
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NAME OF ASSURED:

Aqtera Engineering

THE ASSURANCES REFERRED TO ON THE FACE PAGE ARE:

THAT, ACCORDING TO THOSE PUBLIC RECORDS WHICH, CONSTRUCTIVE NOTICE OF MATTERS RELATIVE TO THE DESCRIPTION OF WHICH IS FULLY SET FORTH IN UNDER THE RECORDING LAWS, IMPART FOLLOWING DESCRIBED REAL PROPERTY:

SEE ATTACHED EXHIBIT "A"

TITLE TO SAID REAL PROPERTY IS VESTED IN:

Columbia Valley Property Holdings, LLC, a Washington Limited Liability Company

SUBJECT TO THE MATTERS SHOWN BELOW UNDER EXCEPTIONS, WHICH EXCEPTIONS ARE NOT NECESSARILY SHOWN IN THE ORDER OF THEIR PRIORITY.

EXCEPTIONS:

1. GENERAL TAXES AND ASSESSMENTS, IF ANY, NO SEARCH HAVING BEEN MADE THEREOF; ALSO, TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
2. UNPATENTED MINING CLAIMS, RESERVATIONS OR EXCEPTIONS IN THE UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; WATER RIGHTS, CLAIMS OR TITLE TO WATER.
3. TITLE TO ANY PROPERTY BEYOND THE LINES OF THE REAL PROPERTY EXPRESSLY DESCRIBED HEREIN, OR TITLE TO STREETS, ROADS, AVENUES, LANES, WAYS OR WATERWAYS ON WHICH SUCH REAL PROPERTY ABUTS, OR THE RIGHT TO MAINTAIN THEREIN VAULTS, TUNNELS, RAMPS, OR ANY OTHER STRUCTURE OR IMPROVEMENT; OR ANY RIGHTS OR EASEMENTS THEREIN UNLESS SUCH PROPERTY, RIGHTS OR EASEMENTS ARE EXPRESSLY AND SPECIFICALLY SET FORTH IN SAID DESCRIPTION.

Subdivision Guarantee

Page 1

Policy Number:

ADDITIONAL EXCEPTIONS:

1. **LIABILITY TO FUTURE ASSESSMENT BY KENNEWICK IRRIGATION DISTRICT, NONE NOW DUE AND PAYABLE.**
2. **RESERVATIONS BY THE UNITED STATES OF AMERICA INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 514550.**
3. **MATTERS SHOWN ON RECORD SURVEY NOS. 1098, 504 AND 5562.**
4. **DEVELOPMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 2010-024273.**
5. **GROWTH MANAGEMENT SETTLEMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 2010-024274.**
6. **UNRECORDED LEASEHOLDS, IF ANY; RIGHTS OF VENDORS AND HOLDERS OF A SECURITY INTEREST ON PERSONAL PROPERTY INSTALLED UPON THE LAND; AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM.**
7. **EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;**
RECORDED: NOVEMBER 25, 1959
RECORDING NO.: 427504
IN FAVOR OF: BENTON RURAL ELECTRIC ASSOCIATION
FOR: ELECTRIC POWER WIRES
8. **EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;**
RECORDED: FEBRUARY 21, 1957
RECORDING NO.: 368616
IN FAVOR OF: BENTON RURAL ELECTRIC ASSOCIATION
FOR: ELECTRIC POWER WIRES
9. **TERMS AND CONDITIONS OF THOSE CERTAIN CONTRACTS RELATIVE TO THE OPERATION OF THE KENNEWICK IRRIGATION DISTRICT ENTERED INTO BETWEEN THE UNITED STATES OF AMERICA AND GEORGE AND BETTY HUNT AND RECORDED OCTOBER 15, 1956 UNDER AUDITOR'S FILE NO. 363433.**
10. **EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**
GRANTEE: KERRY AND JONGJIT WATTS
RECORDED: October 18, 2007
AUDITOR'S FILE NO.: 2007-034554
AREA AFFECTED: PARCEL A
FOR: UTILITIES
11. **DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:**
GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
TRUSTEE: BENTON FRANKLIN TITLE COMPANY
BENEFICIARY: THE TIGER IRON TRUST, DATED JANUARY 14TH 2017, ACTING BY AND THROUGH KERRY LINDON WATTS, TRUSTEE
AMOUNT: \$7,250,000.00
DATED: UNDISCLOSED
RECORDED: November 10, 2021
AUDITOR'S FILE NO.: 2021-051441

Subdivision Guarantee

Policy Number:

12. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
TRUSTEE: BENTON FRANKLIN TITLE COMPANY
BENEFICIARY: FRIENDSHIP ENTERPRISES, LLC
AMOUNT: \$2,750,000.00
DATED: UNDISCLOSED
RECORDED: November 10, 2021
AUDITOR'S FILE NO.: 2021-051460

13. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
TRUSTEE: BENTON FRANKLIN TITLE COMPANY
BENEFICIARY: FRIENDSHIP ENTERPRISES, LLC
AMOUNT: \$2,000,000.00
DATED: UNDISCLOSED
RECORDED: November 10, 2021
AUDITOR'S FILE NO.: 2021-051461

14. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
TRUSTEE: BENTON FRANKLIN TITLE COMPANY
BENEFICIARY: FRIENDSHIP ENTERPRISES, LLC
AMOUNT: \$1,500,000.00
DATED: UNDISCLOSED
RECORDED: November 10, 2021
AUDITOR'S FILE NO.: 2021-051462

15. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
TRUSTEE: BENTON FRANKLIN TITLE COMPANY
BENEFICIARY: FRIENDSHIP ENTERPRISES, LLC
AMOUNT: \$500,000.00
DATED: UNDISCLOSED
RECORDED: November 10, 2021
AUDITOR'S FILE NO.: 2021-051463

END OF SCHEDULE A EXCEPTIONS.

Subdivision Guarantee

Benton Franklin Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Benton Franklin Title Company**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ORT 287-C 5/07/01

EXHIBIT A

LOT 1 (1-2298-303-0002-002)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 845365;

THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°58'00" A DISTANCE OF 294.60 FEET;

THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET;

THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°53'51" A DISTANCE OF 454.63 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°54'48" A DISTANCE OF 651.57 FEET;

THENCE NORTH 88°25'48" EAST A DISTANCE OF 276.58 FEET;

THENCE NORTH 89°14'37" EAST A DISTANCE OF 98.91 FEET;

THENCE NORTH 00°41'01" WEST A DISTANCE OF 883.15 FEET;

THENCE NORTH 42°11'07" EAST A DISTANCE OF 376.94 FEET TO THE HEREINBEFORE SAID RIGHT-OF-WAY MARGIN AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 59°04'12" WEST A DISTANCE OF 10.47 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°06'20" A DISTANCE OF 10.47 FEET;

THENCE NORTH 70°46'11" WEST, ALONG SAID MARGIN, A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 60°52'21" WEST A DISTANCE OF 247.80 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°29'59" A DISTANCE OF 247.82 FEET;

THENCE NORTH 66°00'37" WEST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE POINT OF BEGINNING.

Subdivision Guarantee

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LOT 2 (1-2298-300-0002-001)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET;

THENCE, LEAVING SAID LINE, NORTH 89°14'37" EAST A DISTANCE OF 20.03 FEET;

THENCE SOUTH 00°29'16" WEST A DISTANCE OF 79.99 FEET;

THENCE NORTH 89°14'37" EAST A DISTANCE OF 105.00 FEET;

THENCE SOUTH 00°29'16" WEST A DISTANCE OF 150.00 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION;

THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 242.31 FEET;

THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 767.54 FEET;

THENCE SOUTH 88°25'48" WEST A DISTANCE OF 276.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 9540.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 02°05'05" EAST A DISTANCE OF 740.58 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°26'56" A DISTANCE OF 740.77 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET;

THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO THE POINT OF BEGINNING.

LOT 3 (1-2298-300-0003-002)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 845365;

THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID MARGIN THROUGH A CENTRAL ANGLE OF 2°29'37" A DISTANCE OF 247.65 FEET;

THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET;

THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET;

THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°01'40" A DISTANCE OF 285.89 FEET;

THENCE SOUTH 89°57'18" WEST A DISTANCE OF 199.29 FEET;

THENCE NORTH 00°29'16" EAST A DISTANCE OF 736.83 FEET TO THE POINT OF BEGINNING.

LOT 4 (1-2298-300-0004-000)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°29'16" EAST ALONG SAID WEST LINE A DISTANCE OF 2173.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 845365;

THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET;

THENCE, LEAVING SAID MARGIN, SOUTH 00°29'16" WEST A DISTANCE OF 736.83 FEET;

THENCE NORTH 89°57'18" EAST A DISTANCE OF 199.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1090.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 08°29'16" WEST A DISTANCE OF 168.57 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°52'11" A DISTANCE OF 168.74 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°21'44" A DISTANCE OF 1392.33 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET;

THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION;

THENCE SOUTH 89°14'37" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET;

THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89°14'37" WEST A DISTANCE OF 105.00 FEET;

THENCE NORTH 00°29'16" EAST A DISTANCE OF 79.99 FEET;

THENCE SOUTH 89°14'37" WEST A DISTANCE OF 20.03 FEET TO THE PONT OF BEGINNING.

LOT 5 (1-2298-300-0001-009)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365 AND LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°32'05" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 797.55 FEET;

THENCE, LEAVING SAID LINE, NORTH 89°14'37" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 733.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 87°56'53" EAST A DISTANCE OF 211.32 FEET;

THENCE NORTH 30°49'47" EAST A DISTANCE OF 978.11 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD ON A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT OF WHICH BEARS SOUTH 36°40'51" WEST A DISTANCE OF 5690.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°41'53" A DISTANCE OF 565.87 FEET;

THENCE, LEAVING SAID MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET;

THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE POINT OF BEGINNING.

ENDORSEMENT

Attached to and forming a part of
Policy Number **SGW-08004583**
Issued By **Benton Franklin Title Company**
acting as agent for
Old Republic National Title Insurance Company

Endorsement No. **1**
File Number **BF15325**

The Company hereby assures the Assured that there are no matters shown by the public records which affect the estate or interest described in Schedule A, other than those shown in Schedule B, except:

NO CHANGES

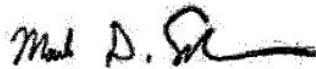
The effective date for the Guarantee is hereby extended to the date shown herein, subject, however, to any additional matters shown above.

The total liability of the Company under said Guarantee and under this endorsement thereto shall not exceed, in the aggregate, the amount stated in said Guarantee. This endorsement is made a part of said Guarantee and in subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations therein, except as modified by the provisions hereof.

Dated: **June 14, 2022** at **8:00 a.m.**

**Benton Franklin Title Company as agent for
Old Republic National Title Insurance Company**

Countersigned

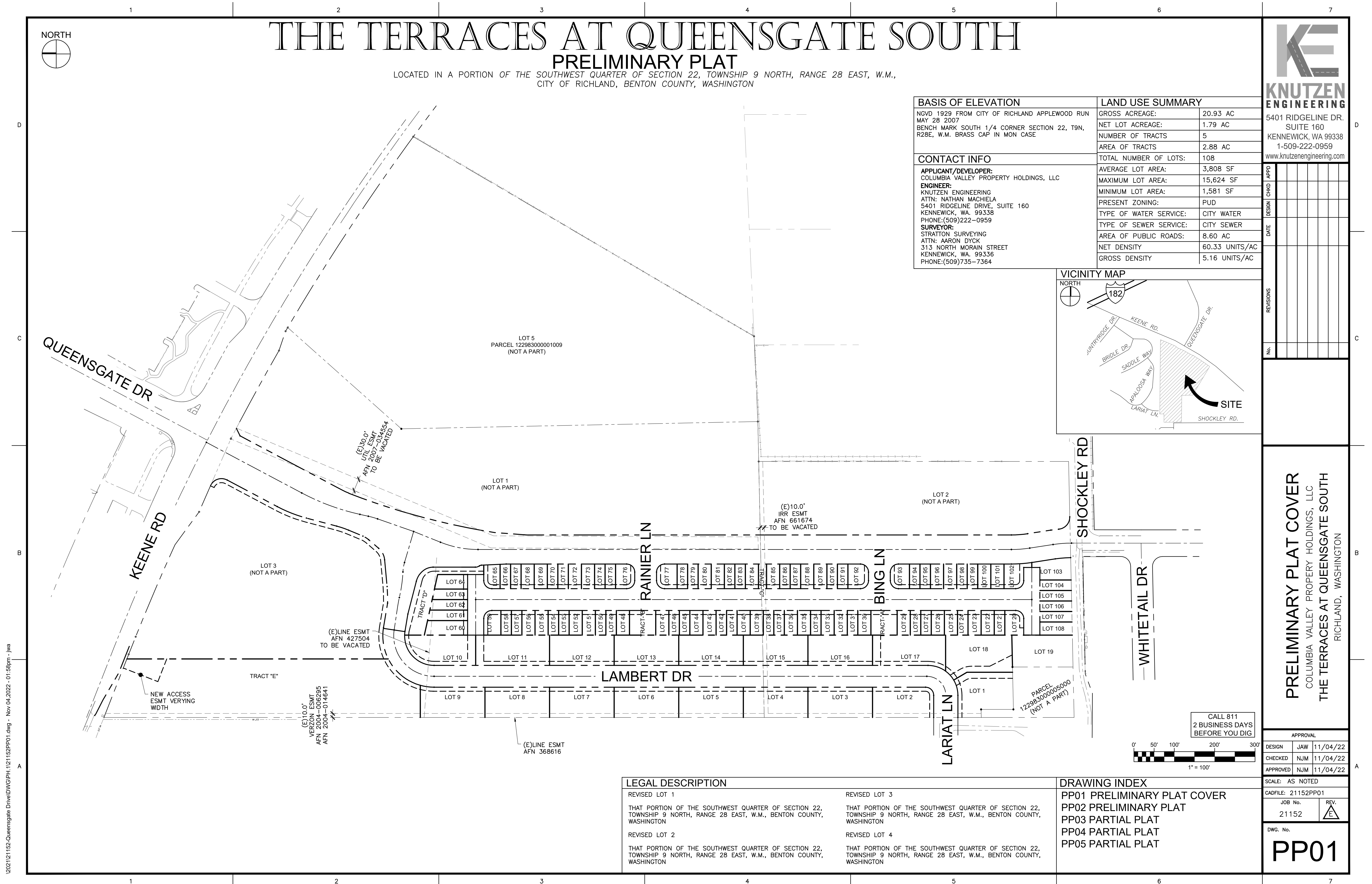


Authorized Signatory

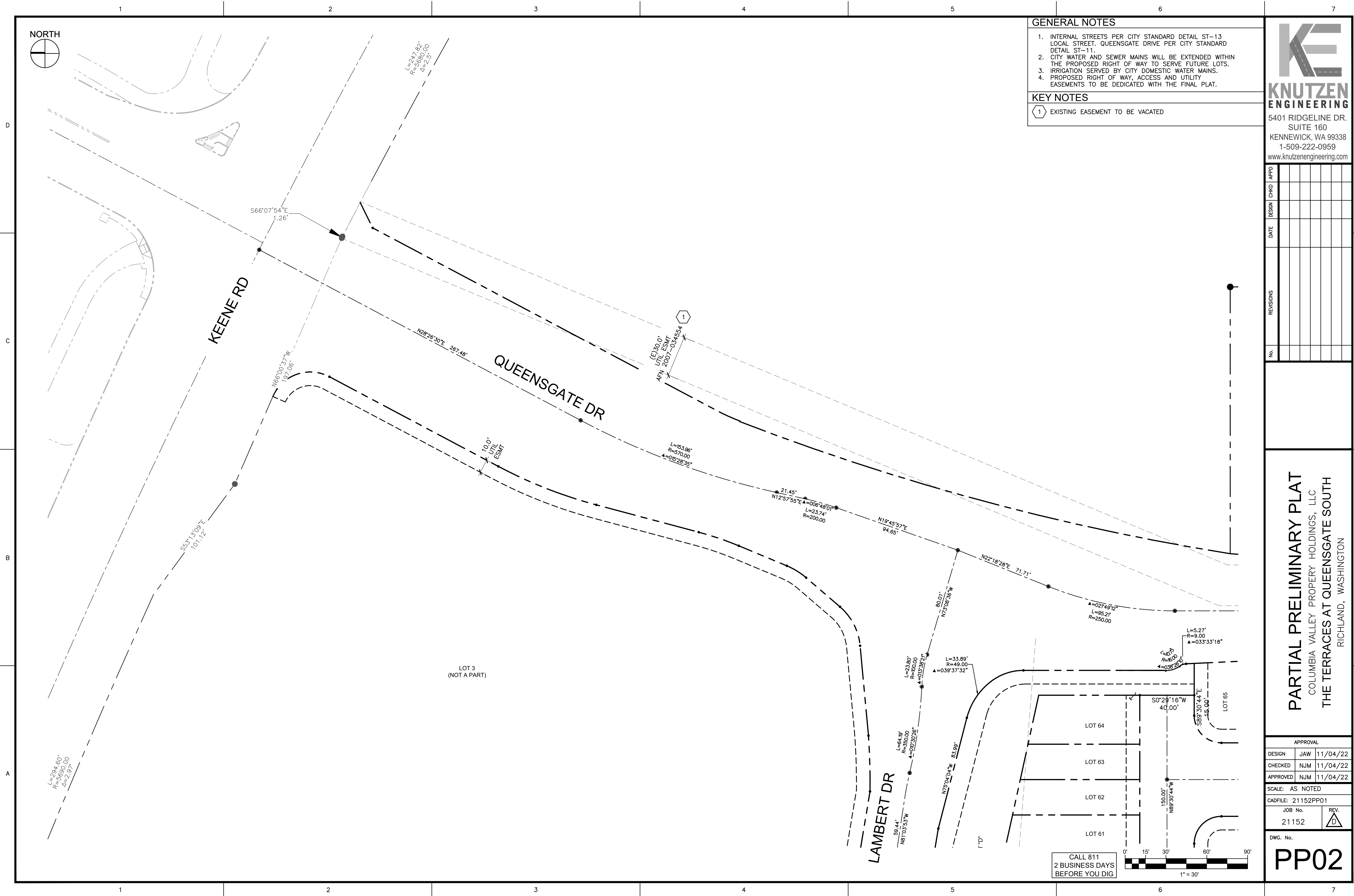
Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

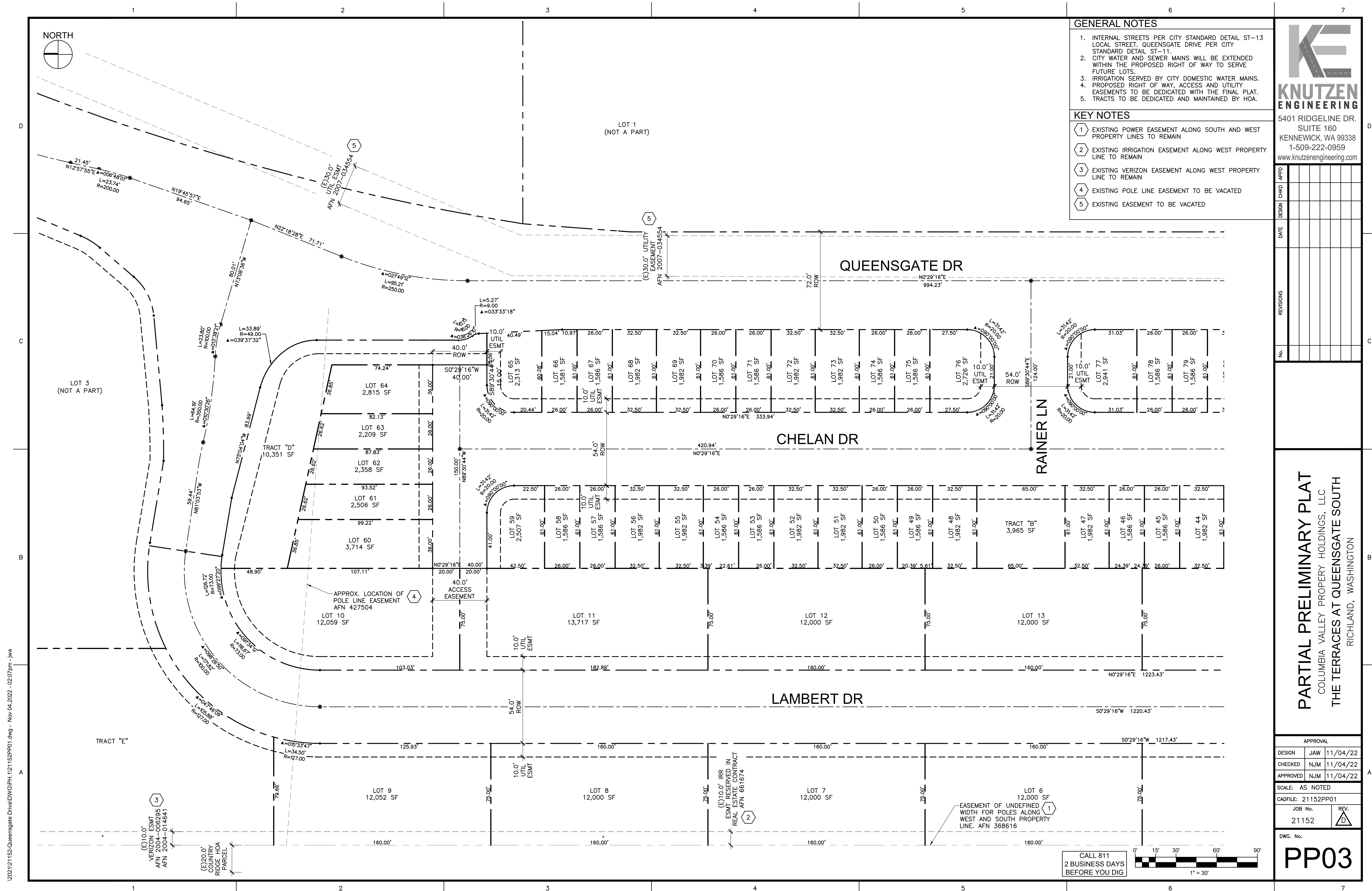
Guarantee Update Endorsement

Exhibit 2 - Plat Maps

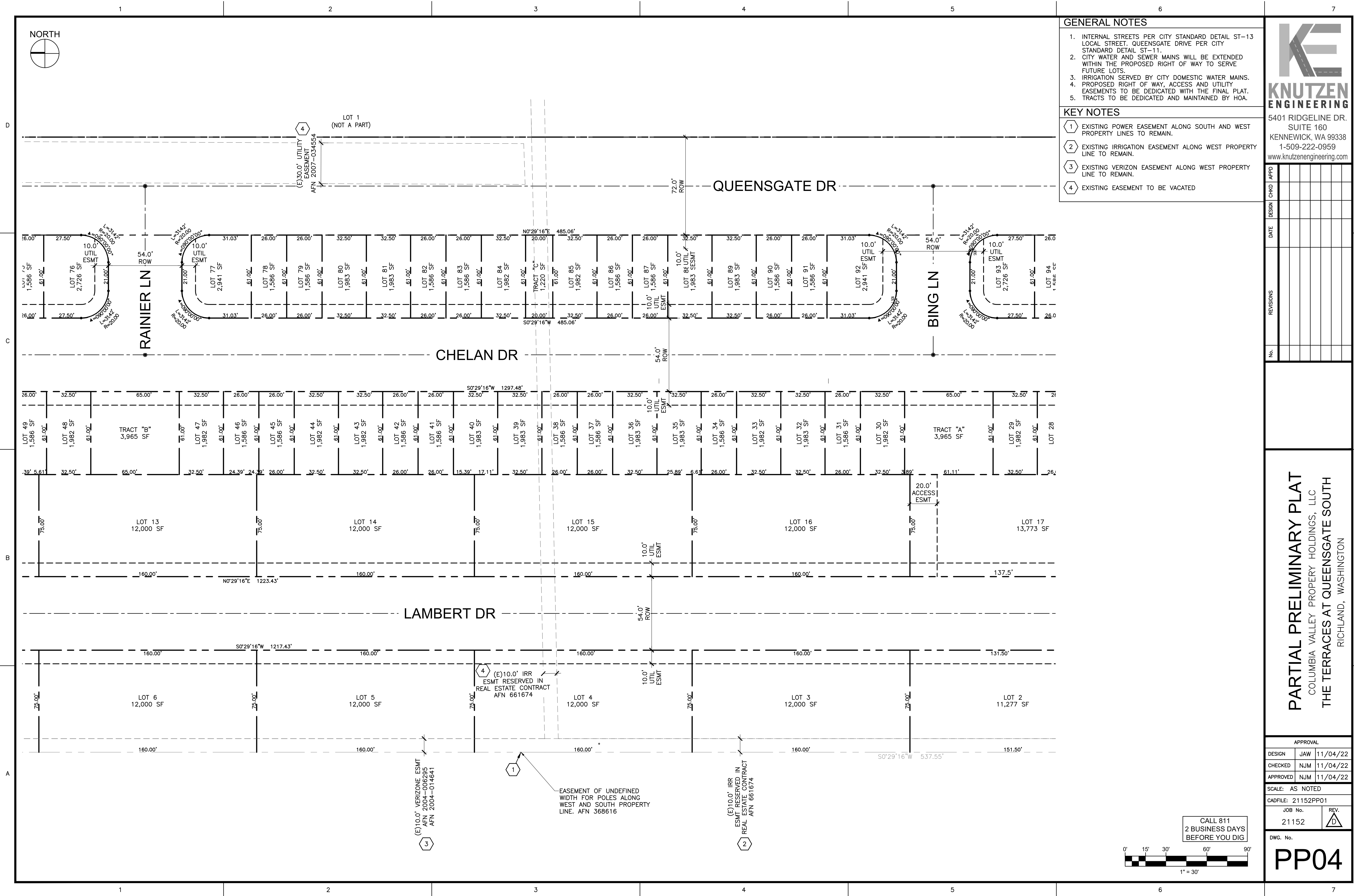


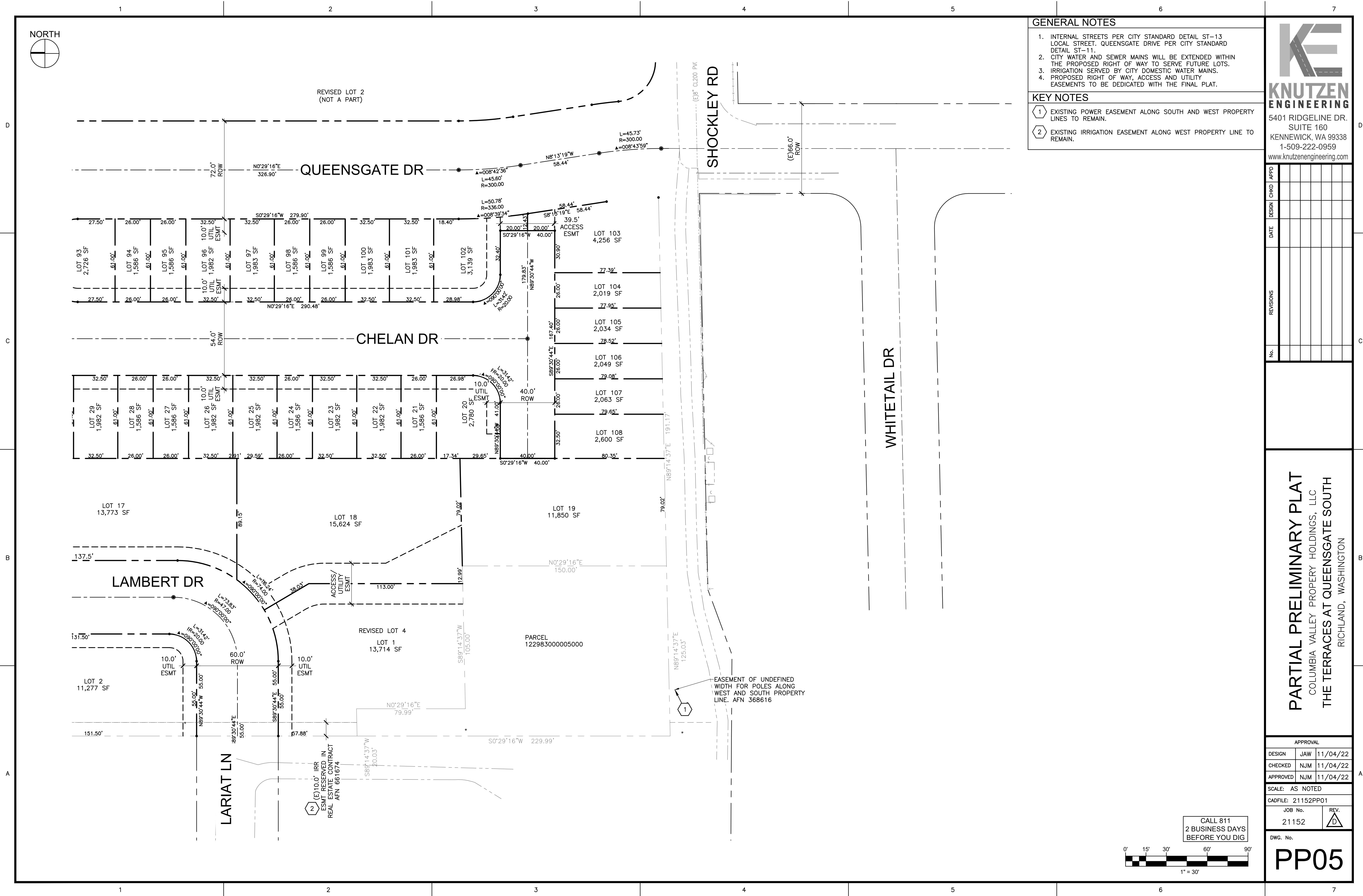
I:\2021\21152-Queensgate Drive\DWG\PH 1\21152PP01.dwg - Nov 10,2022 - 01:55pm - jwa





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**WASHINGTON STATE COUNTY AUDITOR'S/RECORDER'S
INDEXING FORM (Cover Sheet)**

2010-024273 AGR

08/27/2010 08:44:54 AM Pages: 13 Fee: \$74.00

Richland City Clerk

Benton County, Benton County Auditor's Office



August 24, 2010

Return address:

City Clerk

City of Richland

P.O. Box 190, MS-05

Richland, WA 99352

Please print or type information

Document Title(s) (or transactions contained therein):

Development Agreement

Reference Number(s) of Documents assigned or released:

(on page _____ of document(s))

Grantor(s) (Last name first, then first name and initials)

1. City of Richland

2.

3.

4.

5. ☐ Additional names on page _____ of document.**Grantee(s)** (Last name first, then first name and initials)

1. Perry, John

2. Perry, Julee Ann

3. Cosens, Beulah

4. Norword, Linda

5. ☒ Additional names on page 1 of document.**Legal description** (abbreviated: i.e. lot, block, plata or section, townships, range)

Exhibit A on page 11

Sec 22, Township 9 North,
Range 28☐ Additional legal is on page _____ of document.**Assessor's Property Tax Parcel/Account Number**

1-2298-300-0002-002

☒ Additional legal is on page 12 of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF RICHLAND
AND JOHN PERRY, JULEE ANN PERRY, BEULAH COSENS, LINDA
NORWOOD, KERRY WATTS AND JONGJIT WATTS**

THIS DEVELOPMENT AGREEMENT is made and entered into this 20th day of ~~June~~^{July}, 2009, by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person or persons having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" include, but are not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City of Richland and the Owners relates to the amendment of the City Comprehensive Plan land use designations for approximately 47 acres of land generally located south of Keene Road, north of Shockley Road, east of the Plat of Country Ridge and which consists of five separate parcels of record and which has been the subject of File #Z2008-109; and

WHEREAS, the following events have occurred in the processing of the Developer's application:

a) By Ordinance No. 32-08, the City amended the City's Comprehensive Plan land use designation for the Property from Low Density Residential to Commercial (12.5 acres) and Medium Density Residential (34.5 acres) ;

b) Richard Forman and the Country Ridge Homeowners Association, parties of record, filed an appeal before the Eastern Washington Growth Management Hearings Board challenging the validity of the comprehensive plan amendment;

c) Adoption of this development agreement will complete a settlement agreement entered into between the city of Richland, the property owners and the appellants.

d) After a public hearing, by Ordinance No. ~~21-10~~ the City Council authorized the City Manager to sign this Development Agreement with the Owners; and

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* Future development of the site is anticipated to be a mix of commercial, office and residential uses as set forth in the comprehensive plan. The owners acknowledge that there is not yet a specific development proposal for the site. This agreement anticipates that the Owners will develop plans themselves and/or sell the site to a Developer(s) who will then develop specific plans for the future use of the site.

Section 2. *The Site.* The project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. *Definitions.* As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) “*Adopting Ordinance*” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.

b) “*Developer*” means any party or parties who acquire ownership of the site or a portion of the site and bring forward plans for the future development of the site and who shall be subject to the applicable provisions of this agreement.

c) “*Existing Development Regulations*” means the ordinances adopted by the City Council of Richland in effect on the date that the Adopting Ordinance takes effect, including the following provisions of the Richland Municipal Code: Title 12 – Streets, Title 19 – Development Regulation Administration, Title 20 – Buildings, Title 22 – Environment, Title 23 – Zoning, Title 24 – Subdivision, and Title 27 Signs as well as all other provisions of City Code that address design standards.

d) “*Owners*” means collectively the parties who have ownership interest in the five parcels of record that comprise the Site.

e) “*Project*” means the anticipated development of the Site, as specified in Section 1 and as addressed in the City’s adopted comprehensive plan.

Section 4. *Exhibits.* Exhibits to this Agreement are as follows:

- a) Exhibit A – Legal description of the Site.
- b) Exhibit B – Design standards

Section 5. *Parties to Development Agreement.* The parties to this Agreement are:

a) The “City” is the City of Richland, 505 Swift Boulevard, Richland, WA 99352.

b) The “Owners” are John Perry, PO Box 5900, Kennewick, WA 99336; Julee Ann Perry, 1102 Appaloosa Way, Richland, WA 99352; Beulah Cosens, 3680 Keene Road, Richland, WA 99352; Linda Norwood, 324 Columbia Point Drive, Richland, WA

99352; Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; all of whom have ownership interests in some of the five parcels that comprise the site.

c) The "Developer." From time to time, as provided in this Agreement, the Owners may sell or otherwise lawfully dispose of a portion of the Site to a Developer who shall be subject to the provisions of this Agreement related to such portion of the Site.

Section 6. *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7. *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force indefinitely. This agreement may be modified upon the City's adoption of zoning for the site in a fashion consistent with the Comprehensive Plan, provided that any modification to the agreement shall be consistent with Section 18 herein and shall be consistent with the intent of this agreement. This or any future agreement shall be terminated when the Site has been fully developed. Fully developed shall mean any combination of final plat and site plan approval consistent with this agreement that bind the entire site. The terms and conditions of settlement agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004 are incorporated by reference into this development agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the site described in Exhibit A.

Section 8. *Vested Rights of Owner.* During the term of this Agreement, in developing the Site consistent with the Project described herein, the Owners are assured, and the City agrees, that the Site shall be permitted to develop in accordance with the comprehensive plan designations put into place on the site and that the development rights, obligations, terms and conditions specified in this Agreement are fully vested in the Owners and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by the Owners.

Section 9. *Current Permitted Uses* The current permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be consistent with the zoning regulations pertaining to the SAG Suburban Agriculture and AG – Agricultural zoning districts, as codified in Title 23 of the Richland Municipal Code. This zoning shall remain in place until such time when the Owners and/or a Developer brings forward a proposal to amend the zoning.

Section 10 *Future Uses.* The future permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be determined when the City grants approval of an application(s) for zoning amendment brought forward by the Owners and/or Developer. The future zoning shall be consistent with the City's adopted comprehensive plan and shall include the following:

- a) A buffer area of Low density residential development designated along the westerly property boundary of the Site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acre (inclusive of such road corridor). A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the Country Ridge property line.
- b) Areas that are designated as Medium Density Residential in the comprehensive plan may be developed to an average density of ten (10) units per acre. For the purposes of calculating density within the Medium Density portions of the site, all residential lands designated either Low density residential or Medium Density Residential may be used to determine the maximum overall permitted density of ten (10) units per acre, provided that the low density buffer identified in subsection a (above) shall be maintained at a maximum density of 3 dwelling units per acre.
- c) A masonry wall, at least six feet in height shall be installed along the length of the western property boundary of the Site, providing a separation between the Site and the adjoining plat of Country Ridge. This wall shall be constructed simultaneously with the development of the adjacent lands that are designated Low Density Residential. Approval of a specific design for the masonry wall shall be part of the development approval process for the Low Density Residential lands. The wall shall be constructed in earth tones consistent with surrounding neighborhoods such as the Applewood and Cherrywood subdivisions.
- d) The Owners shall provide a dedication of a future Queensgate Drive Right-of-Way, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be granted in its entirety at the time that a zoning application is brought forward by the Owners or a Developer for any portion of the Site. The Right-of-Way dedication for Queensgate Drive shall be 70 feet in width. The specific alignment of the future roadway shall be as mutually agreed to by the Owners and the City. Queensgate Drive has been classified as a planned Arterial Collector on the City's Street Function Class Map. As such, direct access from residential lots will be prohibited and commercial access will be managed to limit the number of access points.
- e) Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:
 - 1. Building setbacks;
 - 2. Maximum building height;
 - 3. Landscape screening and/or fencing;
 - 4. Restrictions on outdoor lighting;

5. Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas.

The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.

- f) No access for future development from the Site onto Keene Road will be permitted. Access from future development onto the future Queensgate Drive shall be separated from the Keene Road/Queensgate Drive intersection by a minimum distance of 300 feet;
- g) Zoning for the portions of the site designated as Commercial shall either be C-1 Neighborhood Retail or shall be part of a Planned Unit Development that will specifically limit the potential commercial uses to those that are of a neighborhood scale and compatible with nearby residential uses and otherwise consistent with C-1 Neighborhood Retail zoning. Zoning for the portions of the site designated as Multi-Family/Office shall be zoned C-LB Limited Business or shall be part of a Planned Unit Development that will specifically limit uses to those that are compatible with C-LB Limited Business zoning. In either case, the permitted development will be specifically limited to buildings no more than thirty (30) feet in height or more than two-stories.
- h) Development proposals within the portions of the Site designated as Commercial shall not be approved unless they are determined to be consistent with the design standards included in Exhibit B (attached) of this agreement and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.
- i) Development proposals within the portions of the Site designated as Low Density Residential shall be reviewed and approved through the City Subdivision process as specified in Title 24 of the Richland Municipal Code or through the Planned Unit Development Application Procedures as set forth in Chapter 23.50 of the Richland Municipal Code.
- j) Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension of Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.
- k) The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with Items a through j as listed above.
- l) The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed

within the Site that requires public review under the provisions of the Richland Municipal Code.

Section 11. *Subject to City Development Standards.* The Owners acknowledge that the development of the site shall be subject to the City's development standards in place at the time development proposals are brought forward, including but not limited to requirements for payments of fees and/or dedication of property for mitigation of traffic and park impacts; and for the installation and extension of public utility and street systems.

Section 12. *Further Discretionary Actions.* The Owners acknowledge that the City Municipal Code contemplates the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of permit applications under SEPA and under the provisions of Title 19 of the Richland Municipal Code – Development Regulation Administration. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying the provisions of the City Municipal Code.

Section 13. *Existing Land Use Fees and Impact Fees.*

A. Land use fees adopted by the City by ordinance as of the effective date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Site, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in the Titles 12 and 20 of the Richland Municipal Code.

Section 14. *Default.*

A. Failure or delay by either party not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Owners charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Owners to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Richland Municipal Code.

C. Extensions of time granted in writing by mutual consent by all parties to this agreement shall not be construed as a default.

Section 15. *Termination* This or any future Agreement shall be terminated when the Site has been fully developed in accordance with the Agreement. Fully developed shall mean

any combination of final plat approval and site plan approval consistent with this agreement that binds the entire site.

Section 16. *Assignment and Assumption.* This agreement shall not restrict the right of the owners to sell, assign or transfer their properties to any person, firm or corporation. The Owners shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 17. *Covenants Running with the Land.* The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owners, Developer(s) and every purchaser, assignee or transferee of an interest in the Site, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Site, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of an Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Site sold, assigned or transferred to it.

Section 18. *Amendment to Agreement; Effect of Agreement on Future Actions.* This Agreement may be amended by mutual consent of all of the parties, to make minor amendments consistent with the terms of this agreement or to obtain relief from unduly oppressive terms or conditions, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200) and be consistent with the intent of the original agreement. However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Site as the City Council may deem necessary to the extent required by a serious threat to public health and safety. The City shall provide notification to the Country Ridge Homeowners Association President of any proposed amendment to this Development Agreement.

Section 19. *Releases.* Owners, and any subsequent Developer, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 20. *Notices.* Notices, demands, correspondence to the City and Owners shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Director of Community Development and the City Attorney. Notices to subsequent Owners shall be required to be given by the City only for those Owners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 21. *Applicable Law and Attorneys' Fees.* This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Benton County Superior Court or the U.S. District Court for Eastern Washington.

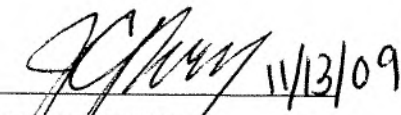
Section 22. *Third Party Legal Challenge.* In the event any legal action or special proceeding is commenced by any person or entity other than a party or an Owner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Owner(s). In such event, Owners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Owners shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

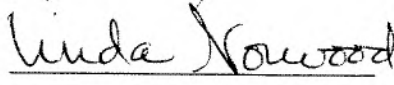
Section 23. *Specific Performance.* The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

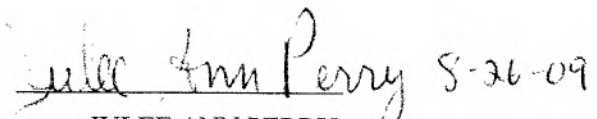
Section 24. *Severability.* If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

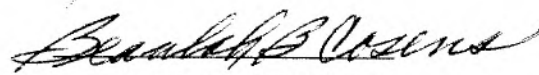
IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

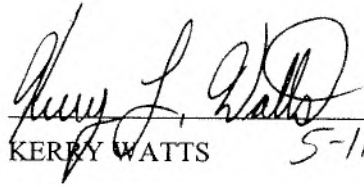
OWNERS

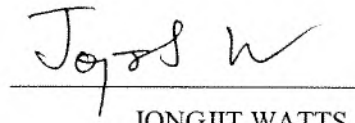

JOHN C. PERRY


LINDA NORWOOD

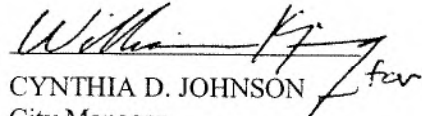

JULEE ANN PERRY


BEULAH COSENS


KERRY WATTS 5-11-10


JONGJIT WATTS 5-11-10

CITY OF RICHLAND


CYNTHIA D. JOHNSON
City Manager

APPROVED AS TO FORM:

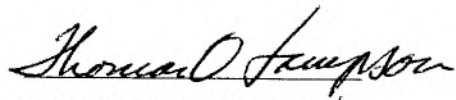

THOMAS L. O. LAMPSON
City Attorney

EXHIBIT A

Legal Description

Those portions of the Southwest Quarter of Section 22, Township 9 North, Range 28 E.W.M. lying south of the Keene Road Right-of-Way and north of the Shockley Road Right-of-Way and consisting of the following Benton County Assessor Parcel Identification Numbers: 1-2298-300-0002-002, 1-2298-300-0002-001, 1-2298-300-0001-009, 1-2298-300-0004-000, 1-2298-300-0003-002 & 1-2298-300-0005-000.

EXHIBIT B

DESIGN GUIDELINES

In order to enhance the human scale and respect the scale and character of the adjoining residential neighborhoods, commercial uses developed under this agreement will comply with the following guidelines:

- The design of all buildings in this commercial area should share similar design characteristics and design vocabulary. Utilizing similar colors, materials and textures as well as repeating patterns, rhythms and proportions found within the architecture of surrounding commercial and residential buildings should be used to achieve unity.
- Buildings should respect the predominant scale of development in the surrounding area by designing with elements of a similar scale and providing a gradual transition to any larger scaled masses proposed.
- Taller buildings or portions of a building should be located internally to a site with buildings stepping down in height as they reach the edges of sites that are adjoined by smaller scaled development.
- Buildings or portions of a building mass over 50 feet wide are encouraged to divide their elevations into smaller parts. A pronounced change in massing, pronounced changes in wall planes and introducing significant variations in the cornice/roofline are all possible methods to accomplish the desired divisions of elevations into smaller parts.
- Building colors should emphasize muted earth tones. The use of highly reflective or glossy materials should be used for accent only.
- Rich materials and a variety of materials are desirable on both the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material should be used to highlight significant building features and massed elements.
- All sides of a building should express consistent architectural detail and character.
- All site walls and screen walls should be architecturally integrated with the building.
- Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of the building architecture.
- Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.

Exhibit 4 - Ordinance 2022-03

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2010 LAND DEVELOPMENT AGREEMENT AFFECTING 47 ACRES SOUTH OF KEENE ROAD AND EAST OF THE PLAT OF COUNTRY RIDGE.

WHEREAS, on July 20, 2010, the City entered into a Development Agreement affecting 47 acres south of Keene Road and east of the Plat of Country Ridge (the “Original Agreement”)(Richland Contract No. 92-10); and

WHEREAS, the Original Agreement was entered into pursuant to RCW 36.70B.170(1) and as authorized by City of Richland Ordinance No. 21-10 for the purpose of settling an appeal filed by the Country Ridge Homeowners Association related to the City’s 2009 Comprehensive Plan amendments affecting the property (*see* Eastern Washington Growth Management Hearing Board Appeal No. 09-1004); and

WHEREAS, by its own terms, the Original Agreement may be amended by mutual agreement of the parties with notice to the Country Ridge Homeowners Association President; and

WHEREAS, despite execution of the Original Agreement in 2010, the property has remained undeveloped, likely due to the fact that its ownership has been divided among multiple unrelated individuals; and

WHEREAS, recently, the 47-acre property came under the common ownership of Columbia Valley Property Holdings, LLC; and

WHEREAS, the City received a request from the property owner to amend the Original Agreement, and a letter of support from the Country Ridge Homeowners Association. Upon review, the proposed First Amendment to Development Agreement maintains critical components of the Original Agreement and appears to be consistent with the intent of the 2010 settlement agreement and the Richland Comprehensive Plan amendments adopted by Ordinance No. 21-10; and

WHEREAS, a public hearing is required before a decision on the proposed First Amendment to Development Agreement can be rendered by Richland City Council (RCW 36.70B.200).

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

Section 1. The findings and conclusions contained in Section 1.01 of Ordinance No. 21-10 are adopted in support of approval of the First Amendment to Development Agreement and are incorporated by this reference as though set forth herein.

Section 2. The First Amendment to Development Agreement, attached hereto as **Exhibit A**, allows for development of a coordinated mixed use plan benefitting South Richland and the City as a whole while leaving all critical components of the Original Agreement unchanged.

Section 3. The Country Ridge Homeowners Association submitted written approval signed by a duly authorized representative acknowledging no opposition to the proposed amendments to the Original Agreement.

Section 4. The First Amendment to Development Agreement attached hereto as **Exhibit A** is hereby approved, and the City Manager is authorized to sign the same on behalf of the City of Richland.

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

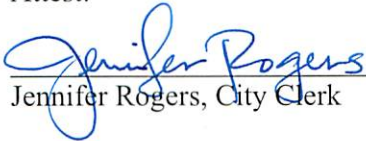
Section 6. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 7. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

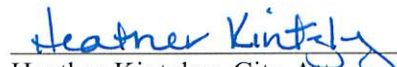
PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of February, 2022.


Michael Alvarez, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney

First Reading: February 1, 2022
Second Reading: February 15, 2022
Date Published: February 20, 2022

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT to the July 20, 2010 Development Agreement is made and entered into this ____ day of _____, 2022 (the "Effective Date") by and between the **City of Richland**, a Washington municipal corporation ("City") and **Columbia Valley Property Holdings, LLC**, a Washington limited liability company and successor-in-interest to John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, and Kerry and Jongjit Watts ("Owner").

I. RECITALS

WHEREAS, the City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Agreement"); and

WHEREAS, the Original Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site"); and

WHEREAS, the current Owner (as successor-in-interest to the original owners) has requested modifications to the Original Agreement to accommodate future mixed-use development on the Site, which modifications are substantially consistent with the intent of the Original Agreement and allowed under Section 18 of the Original Agreement and applicable law (see RCW 36.70B.200); and

WHEREAS, the Parties have agreed to amend the Original Agreement as set forth below in order for the Site to be developed.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

II. AGREEMENT

1. **Section 5(b)** of the Original Agreement, under the title *Parties to Development Agreement*, is replaced in its entirety with the following:

b) The "Owner" is Columbia Valley Property Holdings, LLC, who has succeeded to the interest of the original owners under the Original Agreement and is Owner of the entire Site.

2. **Section 7** of the Original Agreement, under the title *Term of Agreement*, is replaced in its entirety with the following:

Section 7. *Term of Agreement*. This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. "Fully developed" means any combination of subdivision, site plan or land use approvals consistent with the

Agreement that bind the entire Site. The Country Ridge Homeowners Association, a Washington non-profit corporation, reviewed the terms of the Original Agreement and the First Amendment to the Development Agreement, although not a formal party to the Agreement, and by its letter attached hereto as **Exhibit A-1**, confirms that the Original Agreement (as amended) meets the intent of the Settlement Agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004, the terms and conditions of which are hereby incorporated by reference into this Agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the Site described in Exhibit A.

3. **Section 10(d)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

d) The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee.

4. **Section 10(f)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

5. **Section 10(g)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached

as **Exhibit B-1** is a colored land use map showing the existing comprehensive plan designations for the Site.

6. Effect of Amendment. This First Amendment to the Development Agreement is intended to modify the Original Agreement. In the event of a conflict between the terms and conditions of the Original Agreement and this Amendment, the terms and provisions of this First Amendment shall control. Except as expressly modified by this First Amendment to the Development Agreement, all terms and conditions of the Original Agreement remain in full force and effect.
7. Governing Law. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
8. Effective Date. This First Amendment to the Development Agreement is made effective on the Effective Date first set forth above.

City of Richland
a Washington municipal corporation

Columbia Valley Property Holdings, LLC
a Washington limited liability company

By: _____
Jon Amundson, ICMA-CM
City Manager

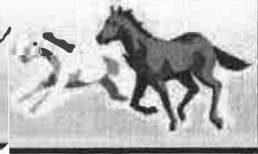
By: _____
Mallikarjuna Vallem
Managing Member

Approved as to Form:

Heather Kintzley, City Attorney

Exhibit A-1

Country Ridge Home Owners Association
PO Box 844, Richland, WA 99352



July 15, 2021

To: The City of Richland, WA – Development Services

From: Erinn Johnson, President, Country Ridge Homeowners Association

Re: Proposed Amendment to Development Agreement, Contract No. 92-10

To Whom It May Concern,

Over the last month, members of the Country Ridge Homeowners Association (CRHOA) board of directors met with land developer Jaya Holdings LLC and their representatives. The meetings regarded a proposed amending of the Development Agreement (Reference 1) associated with approximately 47 acres of lands situated south of Keene Rd to Shockley Rd, and directly east of the CRHOA development's boundary. We appreciate the opportunity provided to engage in constructive dialog about the proposed amendment to ensure interests reasonable to both our association and the land owner/developer are understood. Our homeowners association is an indirect party to a proposed change through the incorporation of the provisions contained in the Settlement Agreement (Reference 2) into an amendment to the City of Richland's Comprehensive Plan. That Settlement Agreement in part caused the incorporation of certain site design elements into the city's comprehensive plan, and into Reference 1, that are of interest to CRHOA. Specifically, those elements are:

- Two tiers of low density single-family home sites bordering the N-S masonry wall, zoned R1-12 but limited to no more than three homes per acre. [Reference 1, Section 10(a)],
- A six foot or greater masonry wall is to be erected by the developer along the CRHOA N-S line that would effectively separate the new development from the CRHOA development. [Reference 1, Section 10(c)],
- No direct connection of Lariat Lane to Queensgate Extension (when extended from the Keene/Queensgate intersection to the South). [Reference 1, Section 10(j)].

CRHOA finds that the proposed amendment (Reference 3) maintains the above described three features. Additionally, the amendment to Section 10(j) proposes that the existing Lariat Land Right-of Way shall connect to or extend Lariat Lane into the new development site only as a secondary or emergency access road. The CRHOA finds this proposed change acceptable and furthermore most desirable as a means to eliminate "cut-through" traffic from one development to the other except under emergency conditions. Additionally, such a design feature would ensure no added traffic impacts at the intersection of Country Ridge Drive with Keene Rd. Those impacts have already been identified as a problem due to increased Keene Rd traffic levels and the more recent and possible future development of neighborhoods to our west that rely on Country Ridge Drive for ingress and egress to their communities.

By this letter, duly signed by the CRHOA President as the authorized representative of our homeowners association, it is stated that CRHOA is not opposed to an amendment of the Development Agreement as proposed and specifically as shown in Appendix A to this letter. Furthermore, this letter confirms that the Original Development Agreement with the proposed Amendment is intended to be consistent with the Settlement Agreement (Reference 2).

Sincerely,

 7/15/21
Erinn Johnson, CRHOA President / date

References:

1. Contract 92-10, Development Agreement by and Between the City of Richland and John Perry, Julie Ann Perry, Beulah Cosens, Linda Norwood, Kerry Watts and Jonghit Watts, entered into on the 20th day of July, 2010. Benton County Record 2010-024273, recorded August 24, 2010.
2. Settlement of Growth Management Hearing Board for Eastern Washington Related to City of Richland Comprehensive Plan Amendments Effected by Ordinance No 32-08, dated August 2009. Benton County Record 2010-024274, recorded August 24, 2010.
3. Proposed Amended Development Agreement, Contract No. 92-10, specifically as shown in Appendix A to this letter.

**Appendix A: Contract No. 92-10, AMENDED DEVELOPMENT AGREEMENT
(as proposed to CRHOA on July 14, 2021)**

Contract No. 92-10

AMENDED DEVELOPMENT AGREEMENT

THIS AMENDED DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2021 (the "Effective Date") by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

RECITALS

A. The City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Development Agreement");

B. The Original Development Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site");

C. The current Owners in conjunction with a potential Developer has requested modifications to the Original Development Agreement to accommodate future mixed-use development of the Site, which modifications are substantially consistent with the intent of the Original Development Agreement and allowed under Section 18 of the Original Development Agreement and applicable law (see RCW 36.70B.200); and

D. The parties to the Original Development Agreement have agreed to amend and modify the Agreement as set forth below in order for the Site to be developed.

AGREEMENT

Now, therefore, the parties Amend the Agreement as follows:

1. Effect of Amendment. This Amended Development Agreement is intended to supplement and modify the Original Development Agreement as described below. In the event of a conflict between the terms and conditions of the Original Development Agreement and any prior amendments, the terms and provisions of this Amended Development Agreement shall control. Except as expressly modified or supplemented by this Amended Development Agreement, all terms and conditions of the Original Development Agreement shall remain in full force and effect.

2. Parties to Development Agreement. **Section 5(b)** of the Agreement is amended and restated to read as follows:

b) The "Owners" of the Site are now Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; who have succeeded to the interest of the original owners under the Original Development Agreement, and who are in the process of entering into one or more contracts with a Developer.

3. Term of Agreement. **Section 7** of the Agreement shall be amended and restated to read as follows:

Section 7. *Term of Agreement.* This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Development Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. Fully developed shall mean any combination of subdivision, site plan or land use approvals consistent with the Agreement that binds the entire Site. The Country Ridge Homeowner's Association, a Washington non-profit corporation, has reviewed the terms of this Amended Development Agreement, but is not a formal party to the Agreement, and by its letter (attached as **Exhibit A**), confirms that the Original Development Agreement (as amended) is intended to be consistent with the Settlement Agreement referred to in Section 7 of the Original Development Agreement (referred to by Growth Management Hearing Board Appeal No. 09-1004).

4. Future Uses. **Section 10(d)** of the Agreement shall be amended and restated to read as follows:

d) The Owners shall provide dedicated Right-of-Way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owners or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The Right-of-Way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's traffic engineer. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owners (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from residential lots may be prohibited, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City traffic engineer.

Section 10(f) of the Agreement shall be amended and restated to read as follows:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City Traffic Engineering Department, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

Section 10(g) of the Agreement shall be amended and restated to read as follows:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached as **Exhibit B** is a colored land use map showing the existing comprehensive plan designations for the Site.

Section 10(h) of the Agreement shall be amended and restated to read as follows:

h) Development proposals within the portions of the Site designated as Commercial, shall not be approved unless they are determined to be substantially consistent with the design standards set forth on **Exhibit B** attached to the Agreement, and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.

Section 10(j) of the Agreement shall be amended and restated to read as follows:

j) Development proposals within the portion of the Site adjoining the existing Lariat Lane Right-of-Way shall connect to or extend Lariat Lane into the Site only as a secondary or emergency access road, unless traffic studies show that an extension of Lariat Lane into the Site is required. The intention of this provision is to avoid connectivity and through traffic between the County Ridge neighborhood to the west and the Site, and to limit such access to emergency vehicles or a secondary access only. Notwithstanding the foregoing, if the City based on the traffic impacts of development proposals requires more intensive road connections to Lariat Lane, such access shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.

5. No Other Changes. Except as Amended by this Amended Development Agreement, the original Development Agreement shall remain in full force and effect.

6. Effective Date. This Amended Development Agreement is made effective on the Effective Date first set forth above.

Kerry Watts, Owner

Jongjit Watts, Owner

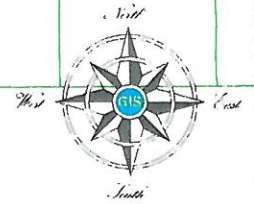
City of Richland,
a Washington municipal corporation

By: _____
Jon Amundson
Interim City Manager

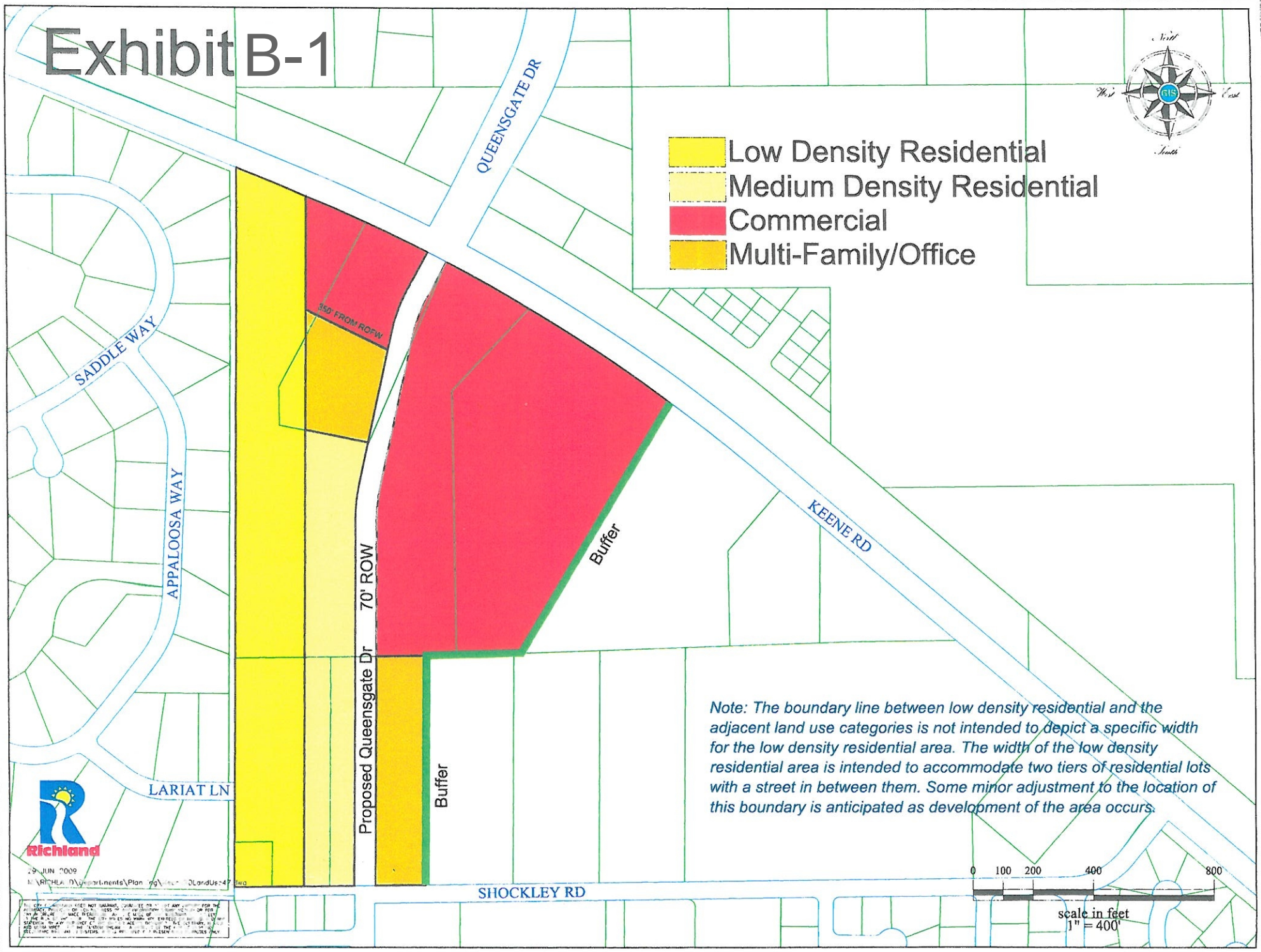
APPROVED AS TO FORM:

Heather Kintzley
City Attorney

Exhibit B-1



- Low Density Residential
- Medium Density Residential
- Commercial
- Multi-Family/Office



29 JUN 2009
 N:\RICHLAND\Departments\Plan\g\LandUse\47

THIS MAP IS A PRELIMINARY DRAFT AND IS NOT A FINAL MAP. IT IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN APPROVAL OF THE RICHLAND COUNTY PLANNING DEPARTMENT. ANY CHANGES TO THIS MAP WILL BE MADE BY THE PLANNING DEPARTMENT. THIS MAP IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN APPROVAL OF THE RICHLAND COUNTY PLANNING DEPARTMENT. ANY CHANGES TO THIS MAP WILL BE MADE BY THE PLANNING DEPARTMENT.

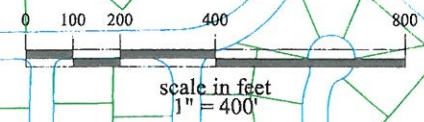


Exhibit 5 - Geotechnical & Soils

EXHIBIT B

GEOTECHNICAL ENGINEERING EVALUATION

SIGNATURE ESTATES AT QUEENSGATE RICHLAND, WASHINGTON October 20, 2016

Prepared For:
Friendship Enterprises, LLC
68 Canyon Street
Richland, Washington 99352

Prepared By:
Intermountain Materials Testing & Geotechnical



Geotechnical Engineering • Construction Materials Testing & Inspection
2301 N. Commercial Ave., Pasco, Washington 99301
(509) 545-9217 www.imt-testing.com



INTERMOUNTAIN MATERIALS TESTING & GEOTECHNICAL

PO Box 2801
Pasco, WA 99302-2801
(509) 545-9217 • (509) 545-9243 FAX

October 20, 2016

Mr. Jeff Jensen
Jensen and Associates Consulting Engineers
3505 S. Volland Street
Kennewick, Washington 99337

Re: Geotechnical Engineering Evaluation
Signature Estates at Queensgate
Richland, Washington

Dear Mr. Jensen:

Intermountain Materials Testing has completed our authorized geotechnical engineering evaluation for the proposed Signature Estates at Queensgate development along the proposed Queensgate Drive extension located between Keene Road and Shockley Road in Richland, Washington. The attached report presents the results of our field evaluation, laboratory testing, and our engineering opinions and recommendations to assist with the design and construction of the proposed project.

We appreciate the opportunity to be of service to you on this project. Please contact us if you have any questions or need additional information.

Respectfully Submitted,
INTERMOUNTAIN MATERIALS TESTING

Brian W. Binsfield, P.E.
Geotechnical Services Manager

BWB/gsl
Addressee USPS – 2
Addressee Email – JensenEngineering@Outlook.com



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Project No. S16146
Signature Estates at Queensgate
Richland, Washington

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- Figures 1. Vicinity Map
 2. Exploration Location Map

Appendix A – Test Pit Logs & USCS Classification Guide

Appendix B – Laboratory Test Results

Appendix C – Important Information about Your Geotechnical Engineering Report

INTRODUCTION

This report presents the results of our geotechnical engineering evaluation for the proposed Signature Estates at Queensgate project located near the intersection of Queensgate Drive and Keene Road in Richland, Washington. The location of the project is shown on the attached Vicinity Map, Figure 1. The purpose of the evaluation was to explore and evaluate subsurface conditions at the site in order to provide geotechnical engineering opinions and recommendations with respect to project design and construction. This report presents the results of our field evaluation, laboratory testing, and our engineering opinions and recommendations to assist with the design and construction of the proposed project.

SCOPE OF WORK

To complete the geotechnical evaluation, we accomplished the following scope of work:

1. USDA Natural Resources Conservation Service and U.S. Geologic Survey mapping information for the project sites and surrounding areas were reviewed.
2. Subsurface conditions at the site were explored by excavating 20 test pits within the proposed construction area to depths ranging between approximately 5 and 14 feet below the existing ground surface. Soils encountered in the test pits were visually classified and the subsurface profiles were logged. Representative soil samples were collected for classification and laboratory testing.
3. Infiltration testing was conducted in two test pits to assist with the design of on-site stormwater disposal facilities.
4. Laboratory testing was performed on selected soil samples obtained from the test pits to assess the engineering and index properties.
5. Results of the field evaluation and laboratory testing were reviewed with respect to the proposed construction.
6. Engineering analyses were performed and recommendations were prepared to assist project planning, design, and construction.
7. This report was prepared, including logs of the test pits, results of our laboratory testing, our analyses, and our recommendations for design and construction.

PROJECT DESCRIPTION

It is IMT's understanding that preliminary plans include extending Queensgate Drive from Keene Road to Shockley Road, and constructing a new local road parallel to and south of Queensgate Drive, connecting to Lariat Lane near the southwest property line. Plans include developing the approximate 36-acre property as a mixed-use development to include commercial structures with associated parking, medium and low density residential structures with associated parking and driveways, a neighborhood park, and a development-wide stormwater retention pond.

Given the preliminary nature of the current site layout, this report has been developed to address site grading associated with the proposed infrastructure improvements. Depending on the size, location, and type of development, individual commercial and residential developments planned within the site may require site-specific geotechnical engineering prior to design and construction. Construction materials will likely include concrete foundation components and slabs, but at this time, specific design criteria are not available. For our purposes, we have assumed that residential wall loads will be on the order of 2 to 3 kips per lineal foot and that column loads, if any, will be less than 30 kips.

It is our further understanding that site grading will generally include cuts and fills on the order of 10 feet below the existing ground surface, with localized cuts approaching as much as 22 feet and fills up to 18 feet. Retaining walls with heights up to 10 feet may be necessary to support the preliminary grading. Proposed site utility profiles indicated pipe depths of up to 20 feet below existing site grade.

FIELD EXPLORATIONS

We explored subsurface conditions at the site by excavating 20 test pits (TP-1 through TP-20) on July 13, 2016. The test pits were excavated at or near the locations shown on the attached Exploration Location Map, Figure 2. The test pits were excavated at locations we selected, and were located in the field by topographic layout provided by Jensen and Associates Consulting Engineers (JACE) and by GPS measurement from existing site features.

The test pits were excavated between approximately 5 and 14 feet below existing site grade with a track-mounted excavator using a 3-foot-wide bucket provided by BMB Development under subcontract to Friendship Enterprises, LLC. An engineering representative from our firm continuously observed the excavation of the test pits, logged the subsurface conditions, and obtained representative soil samples. The soils encountered in the test pits were visually described and classified in general accordance with ASTM D-2487 and D-2488 and were classified according to the Unified Soil Classification System (USCS). Logs of the test pits are presented on the Log of Test Pit sheets in Appendix A attached to this report. A copy of the USCS chart is included with this report. Depths referred to in this report are relative to the existing ground surface elevation at the time of our field investigation. Soil samples obtained from the test pits were stored in watertight containers and transported to our laboratory for further visual examination and testing.

The test pits were backfilled at the completion of the field evaluation. The backfill was compacted to the degree possible with the bucket on the excavator, but will settle with time. We recommend that the backfill be removed and replaced with structural fill as recommended herein.

INFILTRATION TESTING

Infiltration testing was conducted in two test pits preselected by JACE, TP-5 and TP-20. The test pits were excavated to depths of approximately 5 and 6 feet below the ground surface, respectively. The tests were conducted using single-ring infiltrometer test methods in general accordance with the guidelines established by the Washington State Department of Ecology and presented in Appendix 6B of the *Stormwater Management Manual for Eastern Washington*, dated September 2004. The infiltration test involved driving a 2-foot long section of 12-inch diameter pipe 6 inches into the ground. Due to the relatively slow infiltration rate of the site soil, we were unable to conduct constant head permeability testing in the infiltrometer pipe. We therefore conducted a falling head infiltration tests for a 2-hour test period and used the last half-hour for our infiltration calculations.

LABORATORY TESTING

Laboratory tests were performed on representative soil samples obtained from the borings. The tests performed consisted of moist content determinations (ASTM D 2216) and Particle Size Analysis tests (ASTM D 6913). These tests were used to assist in soil classification and in the evaluation and formulation of engineering recommendations. The results of the laboratory tests performed are included in Appendix B attached to this report.

SITE CONDITIONS

Location and Surface Conditions

The project site is located on the south side of Keene Road and the north side of Shockley Road along the future Queensgate Drive extension in Richland. Specifically, the site is located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, T9N, R28E, W.M. The parcel is mostly undeveloped except for one residence extending off of Keene road which has been razed. The site generally slopes down from Shockley Road to Keene Road with an elevation difference of approximately 80 feet. On the northwest side of the parcel near Keene Road, the ground is at approximately elevation 520 feet (MSL) and ascends (slopes upward) to the southwest property line at approximately elevation 600 feet (MSL). The median elevation is approximately 560 feet (MSL). The southern property boundary terminates near the intersection of Shockley Road and Queensgate Drive. The ground surface is covered in small grasses and weeds with intermittent bushes and mature trees scattered throughout the parcel. A distinctive terrace of approximately 20 feet in elevation difference is located approximately 350 to 500 feet in from Keene Road and runs parallel to Keene Road on the parcel.

Regional Geology

The development lies on the Columbia Plateau, a broad plain situated between the Cascade Range to the west and the Rocky Mountains to the east. The Columbia Plateau was formed by a thick sequence of Miocene-Age tholeiitic basalt flows, called the Columbia River Basalt Group that erupted from fissures in north-central and northeastern Oregon, eastern Washington, and western Idaho. The Columbia Plateau is often called the Columbia Basin because it forms a broad lowland surrounded by mountains. The Columbia River Basalt Group is underlain by continental sedimentary rocks from earlier in the Tertiary Period. The Pliocene-Age Ringold formation sediments overlie the Columbia basalts. The Ringold Formation sediments consist of a heterogeneous mix of variably cemented and compacted gravel, sand, silt, and clay deposited by the ancestral Columbia, Snake, and Yakima Rivers. Surficial deposits consist of Plio-Pleistocene loess, silt, and fine-grained sand.

The Geologic Map of the Richland 1:100,000 Quadrangle (DGER OF 94-8) maps the site as silt and sand outburst flood deposits (Qfs₃) near the surface and gravel outburst flood deposits (Qfg₁) at depth. The outburst flood deposits are described as lacustrine silt and fine sand, fluvial coarse to fine sand, and fluvial gravel and cobbles. These soils were deposited by outburst floods from glacial Lake Missoula and are found at maximum +1,200 feet elevations, but generally not extensively above +900 feet MSL.

Subsurface Conditions

We encountered generally similar subsurface conditions at each of the test pit locations ranging from silty sand (SM) to sandy silt (ML). Beneath the organic-laden topsoil in test pits TP-1, TP-2, and TP-13 through TP-16, we encountered silty sand (SM). We characterized the silty sand as loose to medium dense and dry. The silty sand extended to the maximum depths explored of approximately 14 feet below the existing ground surface.

Beneath the organic-laden topsoil in the remaining test pits (TP-3 through TP-12, and TP-17 through TP-20), we encountered sandy silt and silt with sand (ML). The silt soils extended to the maximum depths explored of 12 feet below grade. We characterized the sandy silt and silt with sand as loose to medium dense and dry.

Detailed descriptions of the soil and geologic conditions encountered in the test pits are presented on the Test Pit Log sheets in Appendix A of this report. The Unified Soil Classification System is also included in Appendix A for reference.

Groundwater

Groundwater was not encountered in the test pits excavated at the site to the depths explored during our subsurface exploration on July 13, 2016. Numerous factors contribute to groundwater fluctuation and evaluations of such factors are beyond the scope of this report. We estimate groundwater is beyond 40 feet in this area based on the Washington Department of Ecology Groundwater Well Log Database.

Liquefaction

Liquefaction may occur in loose, saturated cohesionless soils when they are subjected to earthquake ground motions. Liquefaction potential at the site was evaluated using the DCP (N-value) based method outlined in Seed and Harden (1990) and using the subsurface information from the test pits. The soils are generally silty sand or sandy silt and are medium dense, and in our opinion, the groundwater table is well below the site to influence the soils during a seismic event. Additionally, the mapped maximum earthquake S_s is less than 0.5g, therefore no liquefaction analysis is required for the site. In our opinion, the chance of liquefaction occurring at the site is extremely unlikely.

Slope Stability

We developed a slope profile based on site topography obtained from our site reconnaissance and soil information. We estimated the soil strength parameters based on our experience with similar soils. We based our slope profile on soil conditions and ground surface elevations as they currently exist with the residential improvements constructed.

We evaluated the slope stability using the computer program STB2006. Over 100 critical failure areas were analyzed and reviewed. In general, geotechnical professionals consider a slope with a 1.5 or greater safety factor stable for long term conditions. The results indicate the residential improvements have a safety factor greater than 1.5; therefore, the slope is considered stable for long term conditions. No indications of slope instability were observed during our field investigation. Based on our analysis, the placement of the structures on the property does not adversely impact the stability of the slope.

CONCLUSIONS AND RECOMMENDATIONS

General

Based on the results of our site explorations and understanding of the proposed construction, it is our opinion that the proposed project can generally be constructed as envisioned. Specific recommendations for project design and construction are included in the following paragraphs of this report. Our conclusions and recommendations are based on our project understanding and experience with similar soil conditions. If soil conditions are encountered during construction that differ from those described in this report, we should be notified so that we may update our opinions and recommendations, if necessary.

The primary geotechnical concern for the Signature Estates development is the construction of a terraced hillside development. Based on our site observations, the existing slopes throughout the site appear relatively stable. Whenever constructing on or near slopes, the owners must accept a risk that slope movement can occur. Proper construction, building setbacks, and proper drainage will reduce these risks. Placing fill or a load on a slope, cutting away the slope toe, or introducing water onto a slope are the primary causes of slope movement or landslides.

Pre-Wetting

Because of the dry soil conditions at the site, moisture conditioning will be necessary to facilitate construction of the embankments and for dust control. We recommend pre-watering the areas to be excavated. By pre-watering, the moisture content of the soil can be brought to near optimum moisture content, thereby reducing the need to add water during placement of the embankment. Significant savings in time and effort during compaction can often be realized through pre-watering the excavation areas.

We recommend that enough water be added to the borrow area to bring the soil to within ± 1 percent of optimum moisture content to a depth of 2 feet below the bottom of the proposed excavation. We expect optimum moisture content on these soils to be in the range of 12 to 14 percent of dry weight. Based on our experiences, the wetted front is expected to advance at a rate of about 12 inches per 24 hours of water application.

Site Preparation

Initial site preparation will include the clearing and grubbing of the existing vegetation from the site. We recommend that all vegetation and root zone be excavated and removed from the proposed construction areas. Based on our explorations, we estimate a stripping depth on the order of 3 inches will be required for topsoil removal. The striped soils may be reused as fill in landscape areas only and should not be used as structural fill. After clearing and grubbing operations are complete, we recommend that the exposed soil be scarified, moisture-conditioned, and compacted to at least 92 percent of the maximum dry density as determined by ASTM D 1557 (modified proctor) prior to construction or the placement of structural fill. Soft or pumping areas which cannot be adequately compacted should be over-excavated to firm soil or to a depth of 2 feet, whichever is less, and replaced with structural fill compacted to 95 percent of the modified proctor maximum dry density.

Structural Fill

Based on our explorations, it is our opinion that the native soils are generally suitable for reuse as structural fill provided the material is moisture conditioned for compaction and free of debris, organic material, and frozen soil. We recommend imported structural fill consist of granular material such as sands or gravels containing less than about 10 percent fines (material passing a No. 200 sieve). Imported structural fill should also be free of debris, organic material, frozen soil and rock particles greater than about 4 inches in diameter.

We recommend structural fill be moisture conditioned within about 2 percentage points of optimum moisture content and placed in horizontal lifts no thicker than 8 inches before compaction. We recommend structural fill be compacted to at least 95 percent of the modified proctor maximum dry density. Non-structural fill should be placed in loose lifts not exceeding 12 inches in thickness and compacted to at least 85 percent of maximum dry density. Structural fill should not be placed on or over topsoil, non-structural fill, wet or frozen soils, or other unsuitable materials.

From our previous experience with similar soils, effective compaction of fine grained materials can generally be accomplished using heavy rubber-tired equipment. We suggest that for mass grading, a loaded scraper, off-road mining truck or water wagon be used to effectively compact the soils. Proper routing of hauling equipment across the fill area can produce good compaction results with moderate effort when the moisture content of the material is near optimum.

Shrink/Swell Considerations

We characterized the native soils at the site to be in a loose to medium dense condition. Because of this condition, we expect the soil to shrink approximately 15 percent after compaction. In other word, 115 cubic yards of in-place bank material will be required to produce 100 cubic yards of compacted embankment. Swell from bank volume to bulk hauling volume is expected to be approximately 20 percent.

Temporary Excavations

Based on our subsurface explorations, it is our opinion the native soils can be excavated with standard soil excavation equipment. We characterized the soils encountered as Type C soils according to OSHA guidelines. We therefore recommend temporary excavations greater than four feet deep be sloped no steeper than 1.5H:1V (horizontal to vertical). Unsupported vertical cuts deeper than 4 feet are not recommended if worker access is necessary. Alternatively, deeper excavations may be shored or braced in accordance with OSHA specifications and local codes. The project contractor will be responsible for ensuring that excavations are properly constructed for worker protection.

Slope Construction

Fill placed on slopes steeper than 5H:1V should be keyed and benched into the existing native soils. We recommend that benches be cut into the native slope a minimum of 10 feet horizontally and a minimum of 2 feet vertically.

We recommend that the exposed soil of each bench be scarified, moisture-conditioned, and compacted to at least 92 percent of the maximum dry density prior to the placement of structural fill. If excavations for cut slopes expose loose, cohesionless, significantly fractured or otherwise unsuitable material, over-excavation and replacement of the unsuitable materials with compacted structural fill shall be accomplished as recommended above.

Fill slopes should be constructed with suitable structural fill soil that has been properly moisture conditioned and compacted to at least 95 percent of the modified proctor maximum dry density.

We recommend that permanent cut and fill slopes be inclined no steeper than 2H:1V. Fill slopes should be overbuilt and then trimmed back to uniformly compacted material. The final slope surface should be track-walked or grid rolled to improve the slope's resistance to erosion. We recommend that surface drainage be directed away from all slope faces.

Slope Protection

The site soils are prone to erosion and will require protection and maintenance. Since the site soils are susceptible to wind and water erosion, it is strongly recommended that erosion control measures such as proper grading, erosion control blankets or fabrics, sprayed tackifiers, the rapid establishment of new vegetation or some combination of these, be utilized on all slopes within this project.

Foundations

Based on the data obtained from our test pits, it is our opinion that foundations for the residential and lightly-loaded commercial buildings and associated improvements can be supported on compacted native soils or structural fill placed on the compacted native soils. For our purposes, we have assumed that residential and commercial wall loads will be on the order of 2 to 3 kips per lineal foot and that column loads, if any, will be less than 30 kips. If structures have greater loads, we request that we review those plans to see if any additional geotechnical analysis is required for the intended structure. We recommend that exterior foundations bear at least 24 inches below the exposed ground surface for frost protection or as required by local building codes.

We recommend that exposed foundation subgrades be compacted to 95 percent of the modified proctor maximum dry density. Foundation subgrades should be compacted to at least 12 inches horizontally beyond the footing perimeter. We recommend that foundation bearing surfaces be free of loose soil and debris. Foundations should not bear on topsoil, non-structural fill, or other unsuitable materials. We recommend that an experienced geotechnical engineer observe foundation subgrades to evaluate if suitable bearing soils are exposed and prepared as recommended.

We recommend that continuous footings and isolated column footings have minimum widths of 16 and 24 inches, respectively. It is our opinion that foundation subgrades prepared as recommended are suitable for support of spread footings designed to exert a net allowable bearing pressure of 1,500 pounds per square foot (psf) or less. This bearing pressure may be increased by one-third for short-term wind and seismic conditions.

If the previous recommendations are implemented, it is our opinion that total settlement will be approximately 1 inch or less and that differential settlement will be less than ½ inch. We estimate that settlement of the native soil or structural fill occur with the application of loads during construction. If foundation subgrades become disturbed during construction and loose soil is not removed, settlements larger than those estimated may occur.

We recommend that all backfill placed on the exterior sides of the foundation walls be compacted to a minimum of 90 percent of the modified proctor maximum dry density. Beneath pads, slabs and steps, backfill should be compacted to a minimum of 95 percent of the modified proctor maximum dry density. Backfill should be brought up uniformly on both sides of foundation walls to minimize the potential for displacement.

Slope Setbacks

In accordance with IBC 2015 Section 1808.7.2 *Foundation Setback from Descending Slope Surface*, “Foundations on or adjacent to slope surfaces shall be founded in firm material with an embedment and setback from the slope surface sufficient to provide vertical and lateral support for the foundation without detrimental settlement. Where the slope is steeper than 1 unit vertical in 1 unit horizontal (100-percent slope), the required set back shall be measured from an imaginary plane 45 degrees to the horizontal, projected upward from the toe of the slope.” We recommend that the building footprint shall be setback from the top of the slope for a distance of a minimum of 12 feet and 15 feet from the bottom of the slope. The long term performance of the structure near slopes is dependent on the protection of slopes from erosion or over steepening by cutting into the toe of the slope. Lots should be maintained to prevent erosion or undermining the toe. If the slopes will be modified from their constructed configuration, we recommend properly designed retaining walls should be used.

Seismic Conditions

Based on our test pit logs, and our review of well logs in the vicinity of the site, we interpret the site to be classified as Site Class D as defined by Table 20.3-1 of Chapter 20 of the American Society of Civil Engineers ASCE 7. The spectral response accelerations for short periods (S_s) and a 1-second period (S_1) in the vicinity of the site were determined from Figures 1613.3.1(1) and 1613.3.1(2) of the 2015 IBC, respectively. The mapped S_s coefficient for the site is 0.420 and the mapped S_1 coefficient for the site is 0.162.

Lateral Foundation Resistance

Lateral foundation loads will be resisted by friction against the base of the foundation and the passive earth pressure acting against the sides of the foundation. For sliding resistance at the base of foundations, we recommend using a frictional coefficient of 0.3 for the contact between the foundation concrete and native soils or compacted structural fill. The passive earth pressure resulting from compacted backfill against the sides of foundations can be calculated as an equivalent fluid pressure using a fluid unit weight of 230 pounds per cubic foot (pcf). Both of the above values include a safety factor of about 1.5.

Retaining Walls

Retaining walls may be necessary on the site. Cast-in-place concrete walls may retain significant amounts of soil and should be designed to resist lateral earth pressures. The equivalent fluid pressure used to design the walls will depend on the material used as backfill and whether the walls are designed to be flexible during backfilling (active soil pressure) or rigid (at-rest soil pressure). We recommend using the following values for design.

RECOMMENDED LATERAL EARTH PRESSURES			
Wall Type	Condition	Lateral Pressure Coefficient	Equivalent Fluid Density (pcf)
Flexible	Active	$K_a = 0.32$	35
Rigid	At-rest	$K_o = 0.48$	55

For the on-site silt and silty sand soils, we assumed a unit weight of 110 pcf and an angle of internal friction of 31 degrees. We recommend that retaining wall backfill be placed as structural fill. In order to prevent over-compaction of the fill and deflection of the retaining wall, we recommend that hand-operated compaction equipment be used within 3 feet of retaining walls.

The above equivalent fluid densities are based on the assumption of a free-draining condition behind the retaining walls. To prevent hydrostatic pressures from developing against the walls, we recommend placing a minimum 12-inch thick zone of free-draining granular material containing less than 5 percent fines against the wall. As an alternative to the free-draining layer, a geocomposite drainage mat may be placed against the wall.

Concrete Slabs-On-Grade

We anticipate slab subgrades will consist of compacted native soils or structural fill. We recommend that slab subgrades be compacted to a minimum of 95 percent of the modified proctor maximum dry density. We recommend concrete slabs-on-grade be underlain by a minimum of 6 inches of crushed aggregate base. We recommend using Washington Department of Transportation (WSDOT) crushed surfacing below slabs (Standard Specification 9-03.9(3)). The crushed surfacing should be compacted to a minimum of 95 percent of the modified proctor maximum dry density.

Stormwater

Based on the results of our infiltration testing in TP-5 (east location) and TP-20 (northwest location), we calculated the infiltration of the sandy silt soils encountered in the test pits. We calculated an infiltration rate of 2.25 and 3.0 inches per hour for TP-5 and TP-20, respectively. These rates do not include a safety factor. We recommend applying a factor of safety of at least 2.5 in order to establish a long term design infiltration rate.

Pavements

Based on the results of our explorations at the site, we anticipate that pavement subgrades will consist of sandy silt. We recommend that the upper one foot of the pavement subgrade be compacted to a minimum of 95 percent of the modified proctor maximum dry density.

Prior to placing the aggregate base, we recommend that all subgrade areas be proof-rolled with a loaded dump truck. This precautionary measure would assist in detecting any localized soft areas. Any soft areas discovered during the proof-rolling operation should be over-excavated to firm bearing or a maximum depth of 2 feet, whichever is less, and replaced with structural fill placed and compacted as previously recommended. We recommend that the proof-rolling process be observed by an experienced geotechnical engineer to make the final evaluation of the subgrades.

For pavement subgrades compacted as recommended above, we recommend a pavement section for main traffic drive areas consist of a minimum of 3 inches of asphalt overlying 8 inches of crushed rock base. The upper 2 inches of the crushed rock base can be comprised of crushed surfacing top course. For automobile parking lots we recommend the pavement section consist of a minimum of 2.5 inches of asphalt overlying 6 inches of crushed rock base. We recommend that pavements within the City of Richland right-of-way be constructed in accordance with the City of Richland standards.

We recommend specifying crushed gravel base meeting the requirements of the WSDOT Standard Specifications for crushed surfacing. We also recommend that the asphalt concrete pavement meet the requirements of WSDOT Standard Specifications for hot mix asphalt. The crushed gravel base should be compacted to a minimum of 95 percent of its modified proctor maximum dry density. We recommend that the asphaltic concrete surface be compacted to 91 percent of the (rice) theoretical maximum density, as determined in accordance with AASHTO T209.

Additional Recommended Services

We recommend that IMT be retained to review the final plans and specifications for the project prior to construction. Also, we recommend that IMT be retained to provide construction monitoring services to verify that soil and geologic conditions are consistent with our report and that the report recommendations are incorporated into the actual construction. Compaction testing should be performed by an experienced engineering technician at the time of construction to verify the recommended levels of compaction are achieved. If we are not retained to provide the recommended plan review and construction monitoring services, we cannot be responsible for soil engineering related construction errors or omissions.

Mass grading of the property to achieve the design configurations and elevations will require cuts and fills involving large volumes of soil. We require that an experienced geotechnical engineering representative be on site during earthwork operations to observe subgrade preparation and fill placement. Soil conditions shall be evaluated by in-place density testing in accordance with ASTM D2922, visual evaluation, probing and proof-rolling of the fill to check for compliance with the recommendations of this report. A moisture-density curve shall be established in accordance with ASTM D1557 method for native subgrade soil and imported fill materials prior to grading.

EVALUATION LIMITATIONS

This report is for the exclusive use of Friendship Enterprises, LLC and JACE and their agents for use in design of the proposed project and preparation of construction documents. This report has been prepared to assist with the design and construction of the proposed Signature Estates project and improvements on Queensgate Drive between Keene Road and Shockley Road in Richland, Washington. The information contained herein is not applicable to other sites. In the absence of our written approval, we make no representations and assume no responsibility to other parties regarding this report. The data, analyses, and recommendations presented may not be appropriate for other structures or purposes.

The analyses and recommendations submitted in this report are based on the data obtained from the test pits excavated at the locations indicated on the attached Exploration Location Map, Figure 2. It should be recognized that the explorations performed for this evaluation reveal subsurface conditions only at specific locations on the project site and that conditions between the test pits and in other areas could vary. Furthermore, the nature and extent of any such variations would not become evident until additional explorations are performed or until construction activities have begun. If significant variations are observed at that time, we may need to modify the conclusions and recommendations contained in this report to reflect the actual conditions encountered.

If there is a substantial lapse of time between the submission of this report and the start of work at the site, or if site conditions have changed due to natural causes or construction operations at or adjacent to the site, or if the basic project design is significantly modified from that assumed, we recommend that this report be reviewed to determine if the conclusions and recommendations contained herein are still applicable. Please see Important Information about Your Geotechnical Engineering Report in Appendix C.

Our services consist of professional opinions and conclusions made in accordance with generally accepted geotechnical engineering principles and practices. This acknowledgement is in lieu of all warranties either expressed or implied.

FIGURES



VICINITY MAP

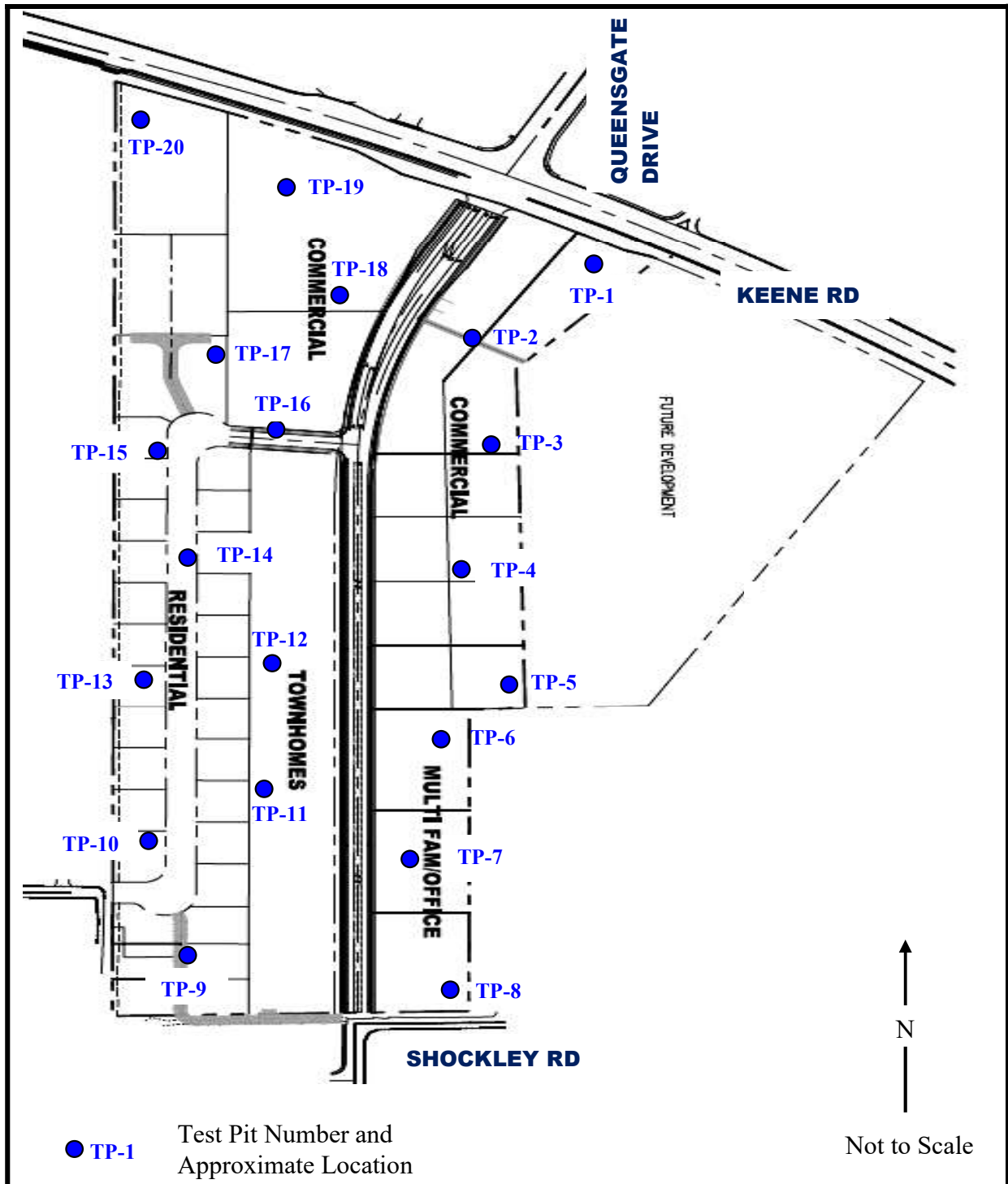
Signature Estates at Queensgate
Richland, Washington

October, 2016

Project No. S16146

Figure

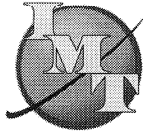
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	EXPLORATION LOCATION MAP		Figure 2
	Signature Estates at Queensgate Richland, WA		
	October 2016	Project No. S16146	

APPENDIX A

**TEST PIT LOGS &
USCS CLASSIFICATION GUIDE**

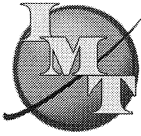


Intermountain
Materials Testing
& Geotechnical

**Log of Test Pit
TP-1**

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.860', W119 18.174'	Elevation:	527'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		SM	SILTY SAND, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						43.3% passing No. 200 sieve
6						
8						
10			Bottom of Test Pit = 10' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
12						
14						

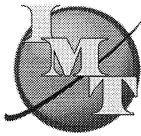


Intermountain
Materials Testing
& Geotechnical

Log of Test Pit
TP-2

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.822', W119 18.218'	Elevation:	536'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		SM	SILTY SAND, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10			Bottom of Test Pit = 10' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
12						
14						

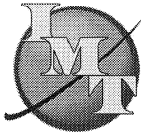


Intermountain
Materials Testing
& Geotechnical

Log of Test Pit
TP-3

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.767', W119 18.236'	Elevation:	547'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						62.1% passing No. 200 sieve
8						
10			Bottom of Test Pit = 10' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
12						
14						

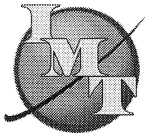


Intermountain
Materials Testing
& Geotechnical

Log of Test Pit
TP-4

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.713', W119 18.254'	Elevation:	567'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SILT WITH SAND, non plastic fines, fine-grained sand, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12			Bottom of Test Pit = 12' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

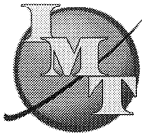


Intermountain
Materials Testing
& Geotechnical

**Log of Test Pit
TP-5**

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.679', W119 18.220'	Elevation:	552'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SILT WITH SAND, non plastic fines, fine-grained sand, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						81.6% passing No. 200 sieve
6			Bottom of Test Pit = 5' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			Infiltration Test Performed
8						
10						
12						
14						

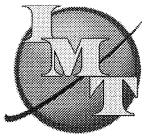


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Log of Test Pit
TP-6

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.634', W119 18.233'	Elevation:	551'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SILT WITH SAND, non plastic fines, fine-grained sand, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10			Bottom of Test Pit = 10' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
12						
14						

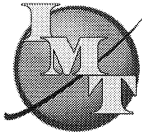


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Log of Test Pit
TP-7

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.580', W119 18.250'	Elevation:	560'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SILT WITH SAND, non plastic fines, fine-grained sand, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12						
14						
			Bottom of Test Pit = 10' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			

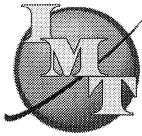


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**Log of Test Pit
TP-8**

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.550', W119 18.240'	Elevation:	574'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SILT WITH SAND, non plastic fines, fine-grained sand, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						83.6% passing No. 200 Sieve
4						
6						
8						
10						
12			Bottom of Test Pit = 12' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

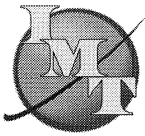


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Log of Test Pit
TP-9

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.562', W119 18.325'	Elevation:	588'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12			Bottom of Test Pit = 11' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

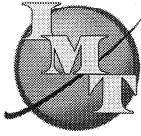


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**Log of Test Pit
TP-10**

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.605', W119 18.342'	Elevation:	576'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry to damp, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						61.7% passing No. 200 Sieve
8						
10						
12						
14						
			Bottom of Test Pit = 10' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			

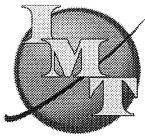


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Log of Test Pit
TP-11

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.628', W119 18.303'	Elevation:	563'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12			Bottom of Test Pit = 12' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

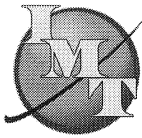


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& Geotechnical

Log of Test Pit
TP-12

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.685', W119 18.297'	Elevation:	560'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12			Bottom of Test Pit = 12' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

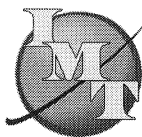


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Log of Test Pit
TP-13

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.722', W119 18.347'	Elevation:	562'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		SM	SILTY SAND, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						28.8% passing No. 200 Sieve
12			Bottom of Test Pit = 12' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

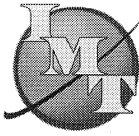


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Log of Test Pit
TP-14

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.738', W119 18.316'	Elevation:	570'

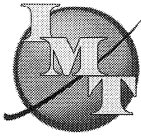
Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		SM	SILTY SAND, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12						
14			Bottom of Test Pit = 14' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			



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**Log of Test Pit
TP-15**

Project:		Signature Estates at Queensgate		Project No:		S16146	
Location:		Keene Road/Queensgate Drive, Richland		Date:		7-13-16	
Client:		Friendship Enterprises, LLC		Logged By:		G. Lee	
Test Pit Loc.:		N46 14.783', W119 18.341'		Elevation:		561'	
Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes	
0		SM	SILTY SAND, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")	
2							
4							
6							
8							
10							
12							
14							
			Bottom of Test Pit = 12' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.				

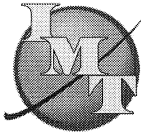


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Log of Test Pit
TP-16

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.771', W119 18.283'	Elevation:	565'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		SM	SILTY SAND, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12			Bottom of Test Pit = 12' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

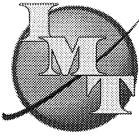


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Log of Test Pit
TP-17

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.805', W119 18.340'	Elevation:	546'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						60.4% passing No. 200 Sieve
8						
10						
12			Bottom of Test Pit = 11' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

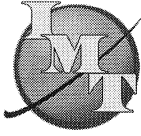


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Log of Test Pit
TP-18

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.831', W119 18.290'	Elevation:	546'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12			Bottom of Test Pit = 11' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

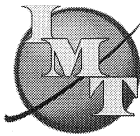


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Log of Test Pit
TP-19

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.911', W119 18.240'	Elevation:	526'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10			Bottom of Test Pit = 10' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
12						
14						



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**Log of Test Pit
TP-20**

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.911', W119 18.350'	Elevation:	530'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						55% passing No. 200 sieve
8						Infiltration Test Performed
10						
12						
14						

UNIFIED SOIL CLASSIFICATION SYSTEM - ASTM D2488

MAJOR DIVISION			GROUP SYMBOL	LETTER SYMBOL	GROUP NAME
COARSE GRAINED SOILS CONTAINS MORE THAN 50% FINES	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	GRAVEL WITH * 5% FINES		GW	Well-graded GRAVEL
				GP	Poorly graded GRAVEL
		GRAVEL WITH BETWEEN 5% AND 15% FINES		GW-GM	Well-graded GRAVEL with silt
				GW-GC	Well-graded GRAVEL with clay
				GP-GM	Poorly graded GRAVEL with silt
				GP-GC	Poorly graded GRAVEL with clay
		GRAVEL WITH ≥ 15% FINES		GM	Silty GRAVEL
				GC	Clayey GRAVEL
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	SAND WITH * 5% FINES		SW	Well-graded SAND
				SP	Poorly graded SAND
		SAND WITH BETWEEN 5% AND 15% FINES		SW-SM	Well-graded SAND with silt
				SW-SC	Well-graded SAND with clay
				SP-SM	Poorly graded SAND with silt
				SP-SC	Poorly graded SAND with clay
		SAND WITH ≥ 15% FINES		SM	Silty SAND
				SC	Clayey SAND
FINE GRAINED SOILS CONTAINS MORE THAN 50% FINES	SILT AND CLAY	LIQUID LIMIT LESS THAN 50		ML	Inorganic SILT with low plasticity
				CL	Lean inorganic CLAY with low plasticity
				OL	Organic SILT with low plasticity
		LIQUID LIMIT GREATER THAN 50		MH	Elastic inorganic SILT with moderate to high plasticity
				CH	Fat inorganic CLAY with moderate to high plasticity
				OH	Organic SILT or CLAY with moderate to high plasticity
			HIGHLY ORGANIC SOILS		

NOTES:

- 1) Sample descriptions are based on visual field and laboratory observations using classification methods of ASTM D2488. Where laboratory data are available, classifications are in accordance with ASTM D2487.
- 2) Solid lines between soil descriptions indicate change in interpreted geologic unit. Dashed lines indicate stratigraphic change within the unit.
- 3) Fines are material passing the U.S. Std. #200 Sieve.

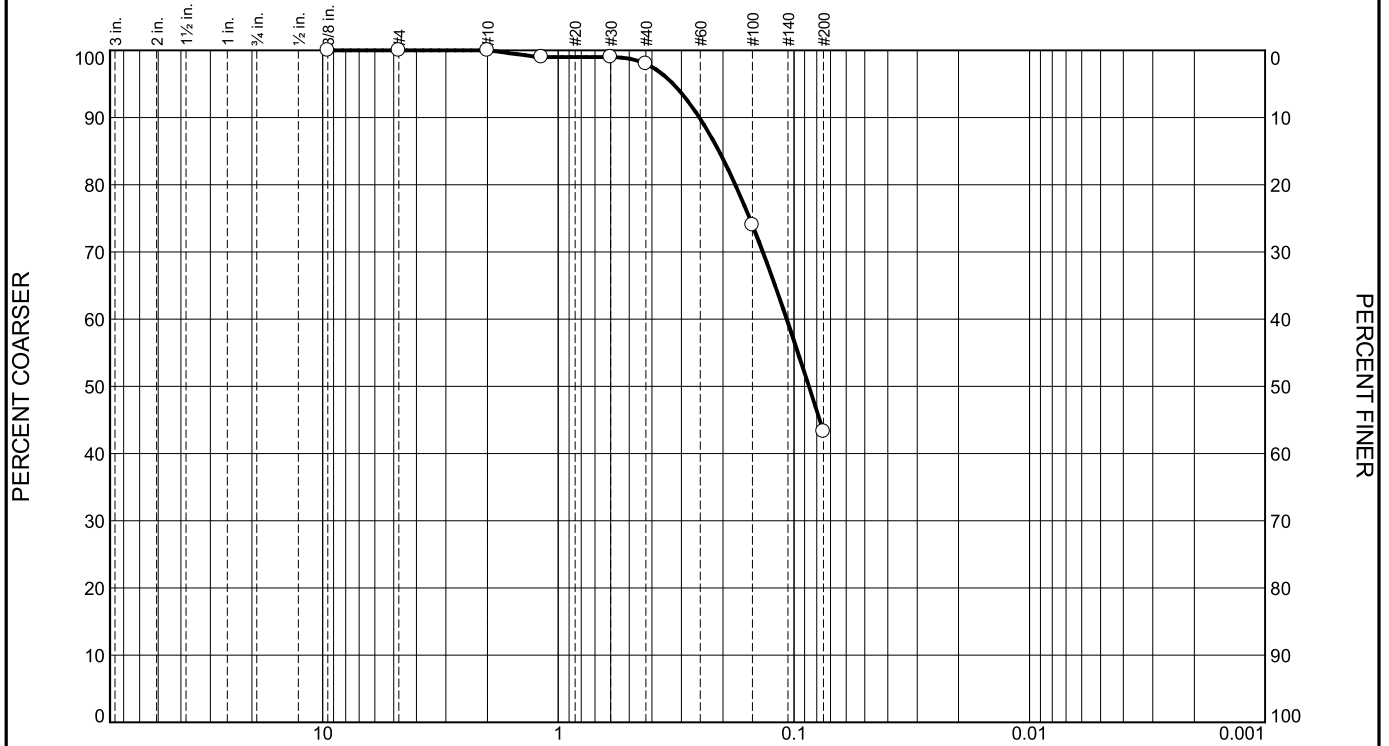
APPENDIX B

LABORATORY TEST RESULTS

LABORATORY SUMMARY

LABORATORY NUMBER			62192	62193	62194	62195	62196	62197	62198	62199
SAMPLE NUMBER			1	2	3	4	5	6	7	8
SAMPLE DATE			7/13/16	7/13/16	7/13/16	7/13/16	7/13/16	7/13/16	7/13/16	7/13/16
SAMPLE TYPE			Bag	Bag	Bag	Bag	Bag	Bag	Bag	Bag
SAMPLED BY			IMT	IMT	IMT	IMT	IMT	IMT	IMT	IMT
DATE RECEIVED			7/14/16	7/14/16	7/14/16	7/14/16	7/14/16	7/14/16	7/14/16	7/14/16
SAMPLE LOCATION			TP-1	TP-3	TP-5	TP-8	TP-10	TP-13	TP-17	TP-20
			4'	6'	4'	2'	5'	9'	5'	5'
	<u>UNITS</u>	Test Methods								
SAMPLE MOISTURE		ASTM D2216	3.0	2.5	2.2	3.6	12.3	2.4	2.7	3.3
SIEVE ANALYSIS		ASTM D6913								
S										
I	1/2"	%				100	100			100
E	3/8"		100	100	100	99	99		100	99
V	#4	P	100-	100-	100-	98	98	100	100-	98
E	#10	A	100-	99	100-	97	96	100-	99	97
	#16	S	99	98	100-	96	96-	100-	98	97-
S	#30	S	99-	97	99	95	95	99	97	96
I	#40	I	98	96	98	94	93	99-	97-	95
Z	#100	N	74	88	94	91	79	69	85	85
E	#200	G	43.3	62.1	81.6	83.6	61.7	28.8	60.4	55.0

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	2.0	54.7	43.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8	100.0		
#4	100.0		
#10	100.0		
#16	99.0		
#30	99.0		
#40	98.0		
#100	74.0		
#200	43.3		

* (no specification provided)

Material Description

silty sand

PL= NP

Atterberg Limits

LL= NV

PI= NP

Coefficients

D₉₀= 0.2520

D₈₅= 0.2082

D₆₀= 0.1074

D₅₀= 0.0864

D₃₀=

D₁₅=

D₁₀=

C_u=

C_c=

Classification

USCS= SM

AASHTO= A-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-1
Sample Number: I-62192

Depth: 4'

Date: 7/13/16



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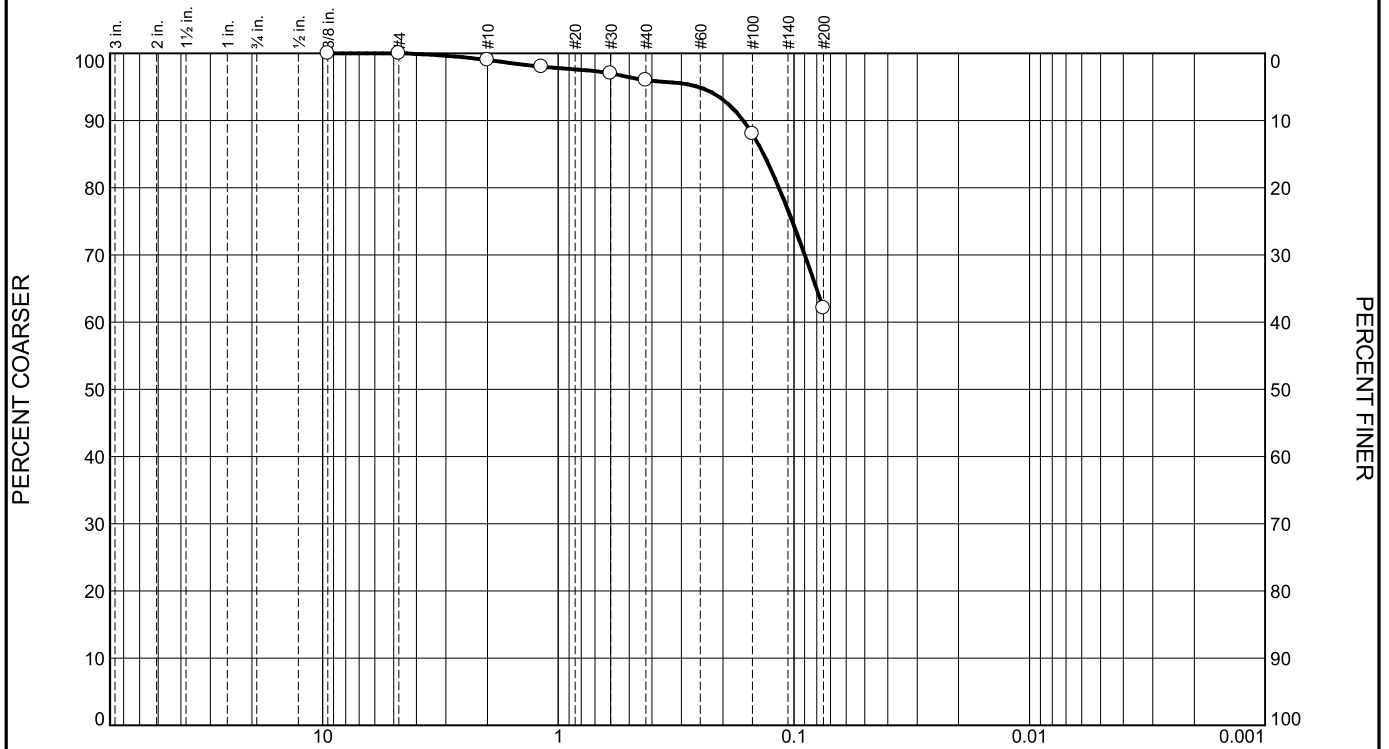
Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate

Project No: S16146

Tested By: GM

Checked By: GL

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	1.0	3.0	33.9	62.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8	100.0		
#4	100.0		
#10	99.0		
#16	98.0		
#30	97.0		
#40	96.0		
#100	88.0		
#200	62.1		

* (no specification provided)

Material Description

sandy silt

PL= NP

Atterberg Limits

LL= NV

PI= NP

Coefficients

D₉₀= 0.1640

D₈₅= 0.1345

D₆₀=

D₅₀=

D₃₀=

D₁₅=

D₁₀=

C_u=

C_c=

Classification

USCS= ML

AASHTO= A-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-3
Sample Number: 2-62193

Depth: 6'

Date: 7/13/16



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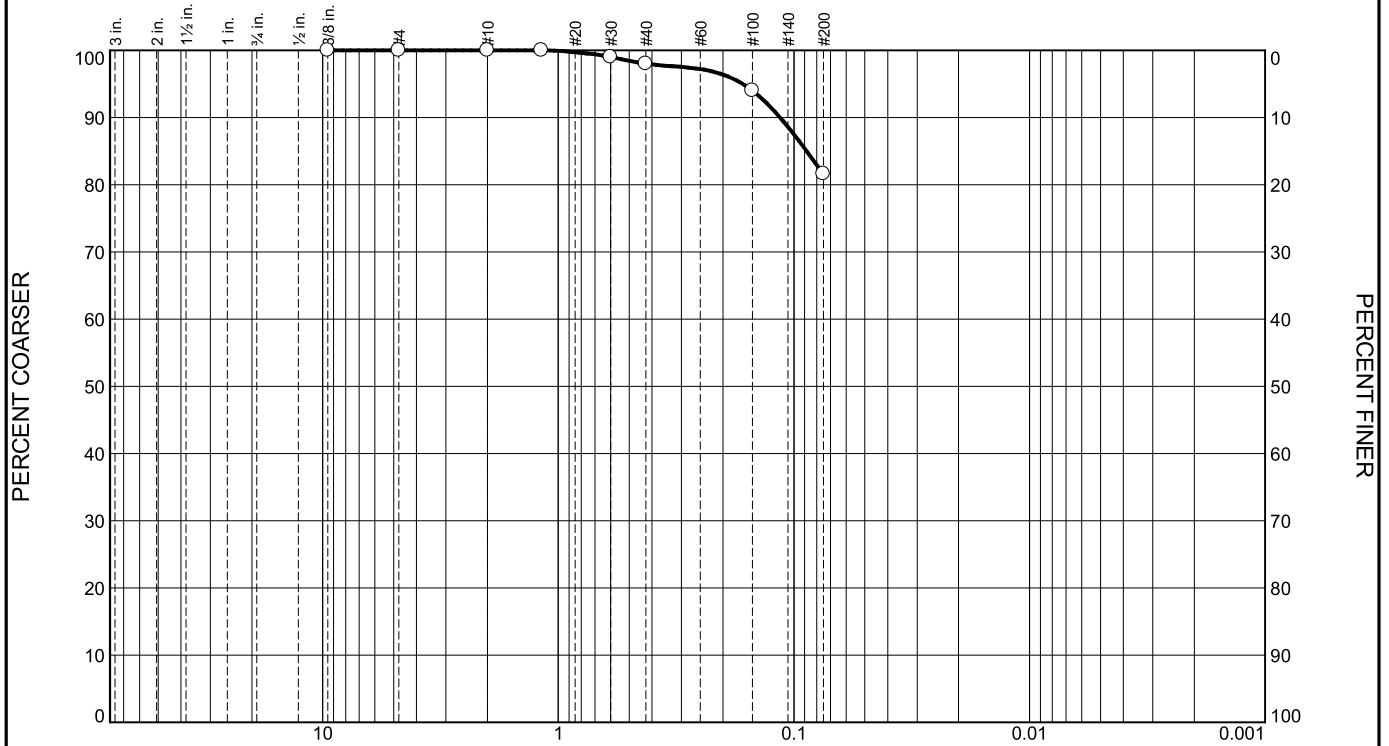
Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate

Project No: S16146

Tested By: GM

Checked By: GL

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	2.0	16.4	81.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8	100.0		
#4	100.0		
#10	100.0		
#16	100.0		
#30	99.0		
#40	98.0		
#100	94.0		
#200	81.6		

* (no specification provided)

Material Description

silt with sand

PL= NP

Atterberg Limits

LL= NV

PI= NP

Coefficients

D₉₀= 0.1145

D₈₅= 0.0883

D₆₀=

D₅₀=

D₃₀=

D₁₅=

D₁₀=

C_u=

C_c=

Classification

USCS= ML

AASHTO= A-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-5
Sample Number: 3-62194

Depth: 4'

Date: 7/13/16



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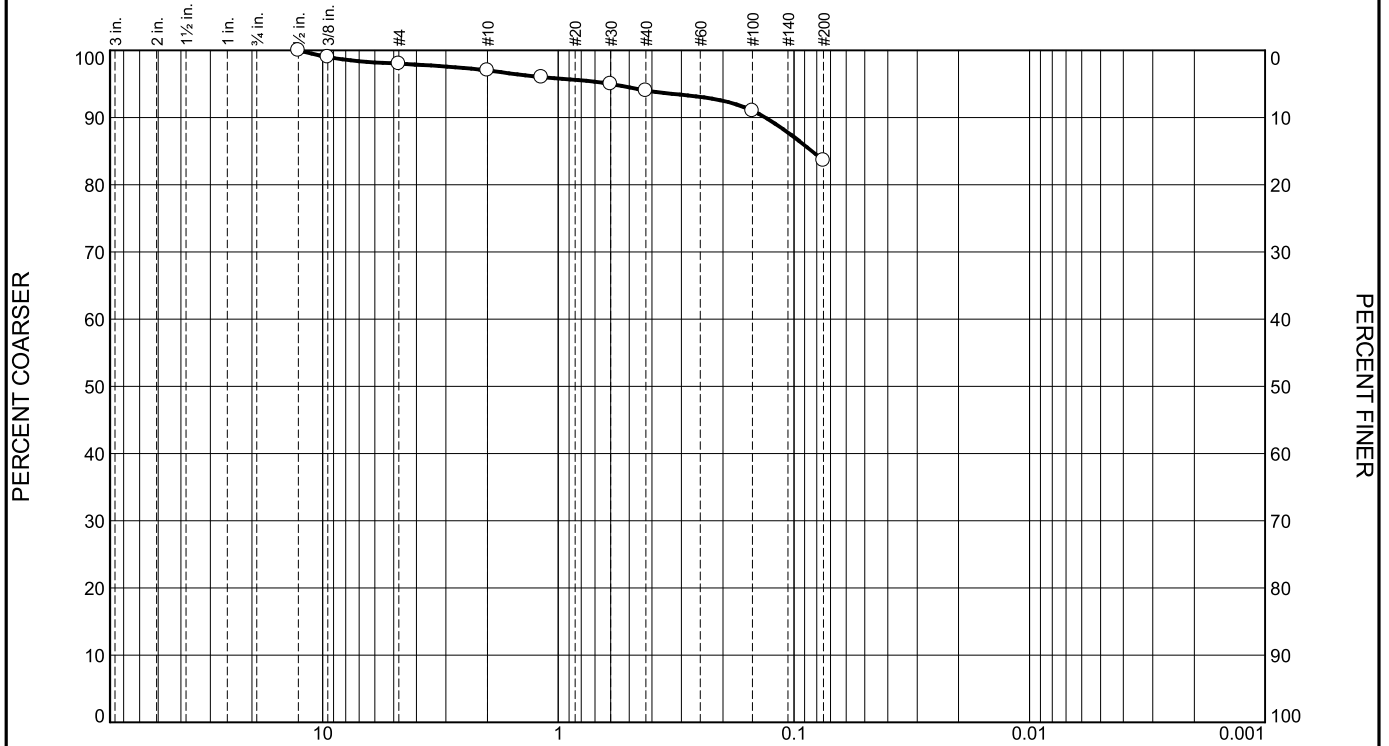
Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate

Project No: S16146

Tested By: GM

Checked By: GL

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	2.0	1.0	3.0	10.4	83.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1/2	100.0		
3/8	99.0		
#4	98.0		
#10	97.0		
#16	96.0		
#30	95.0		
#40	94.0		
#100	91.0		
#200	83.6		

* (no specification provided)

Material Description

silt with sand

Atterberg Limits

PL= NP

LL= NV

PI= NP

Coefficients

D₉₀= 0.1324

D₈₅= 0.0840

D₆₀=

D₅₀=

D₃₀=

D₁₅=

D₁₀=

C_u=

C_c=

Classification

USCS= ML

AASHTO= A-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-8
Sample Number: 4-62195

Depth: 2'

Date: 7/13/16



**Intermountain
Materials Testing &
Geotechnical**

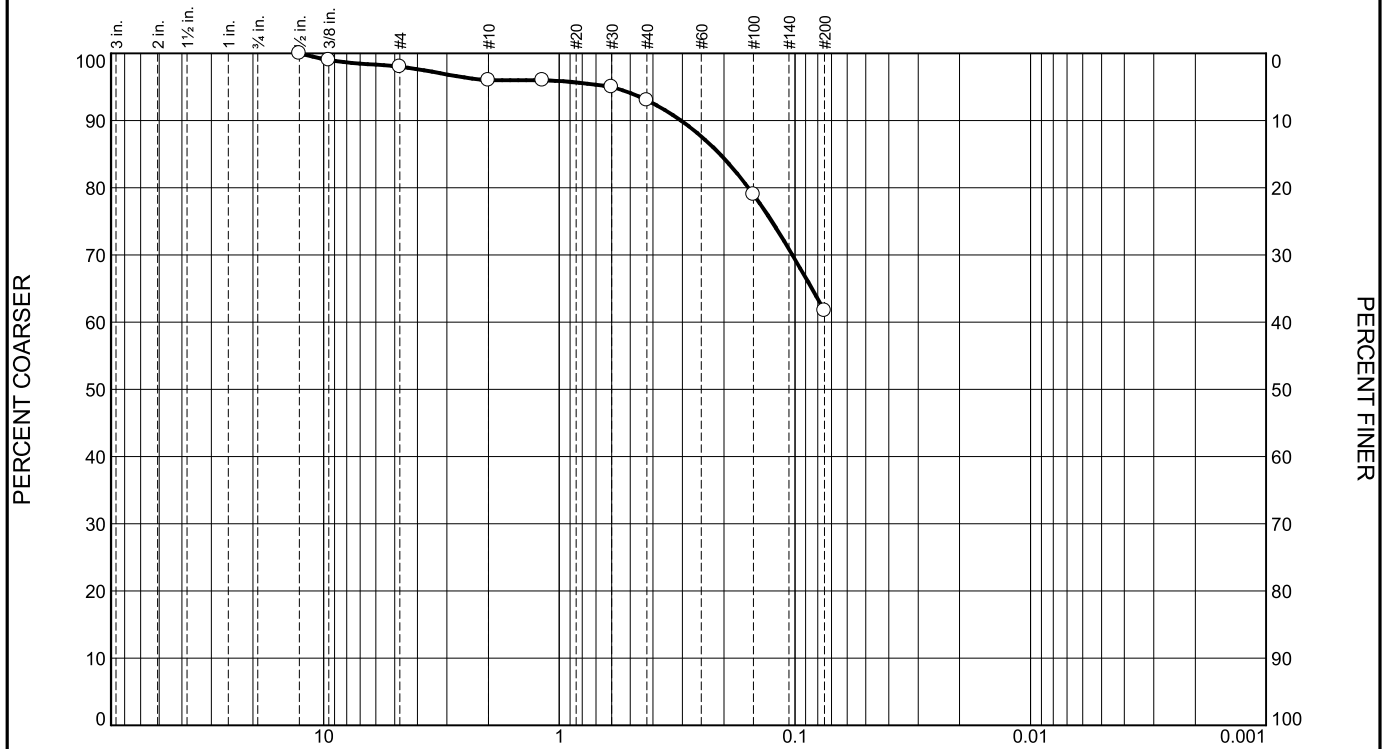
Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate

Project No: S16146

Tested By: GM

Checked By: GL

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	2.0	2.0	3.0	31.3	61.7	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1/2	100.0		
3/8	99.0		
#4	98.0		
#10	96.0		
#16	96.0		
#30	95.0		
#40	93.0		
#100	79.0		
#200	61.7		

* (no specification provided)

Material Description

sandy silt

PL= NP

Atterberg Limits

LL= NV

PI= NP

Coefficients

D₉₀= 0.3047

D₈₅= 0.2083

D₆₀=

D₅₀=

D₃₀=

D₁₅=

D₁₀=

C_u=

C_c=

Classification

USCS= ML

AASHTO= A-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-10
Sample Number: 5-62196

Depth: 5'

Date: 7/13/16



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Geotechnical**

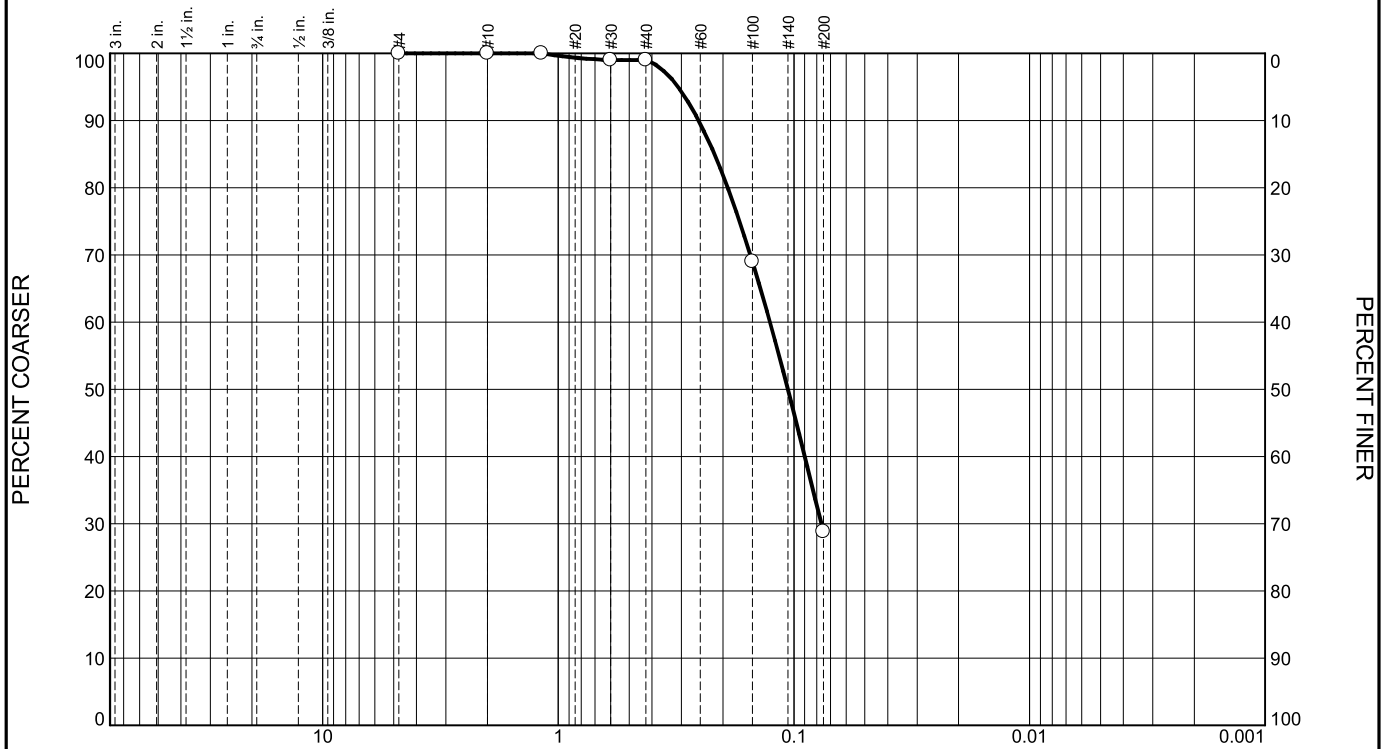
Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate

Project No: S16146

Tested By: GM

Checked By: GL

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	1.0	70.2	28.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	100.0		
#16	100.0		
#30	99.0		
#40	99.0		
#100	69.0		
#200	28.8		

* (no specification provided)

Material Description

silty sand

PL= NP

Atterberg Limits

LL= NV

PI= NP

Coefficients

D₉₀= 0.2538

D₈₅= 0.2177

D₆₀= 0.1264

D₅₀= 0.1061

D₃₀= 0.0765

D₁₅=

D₁₀=

C_u=

C_c=

Classification

USCS= SM

AASHTO= A-2-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-13
Sample Number: 6-62197

Depth: 9'

Date: 7/13/16



**Intermountain
Materials Testing &
Geotechnical**

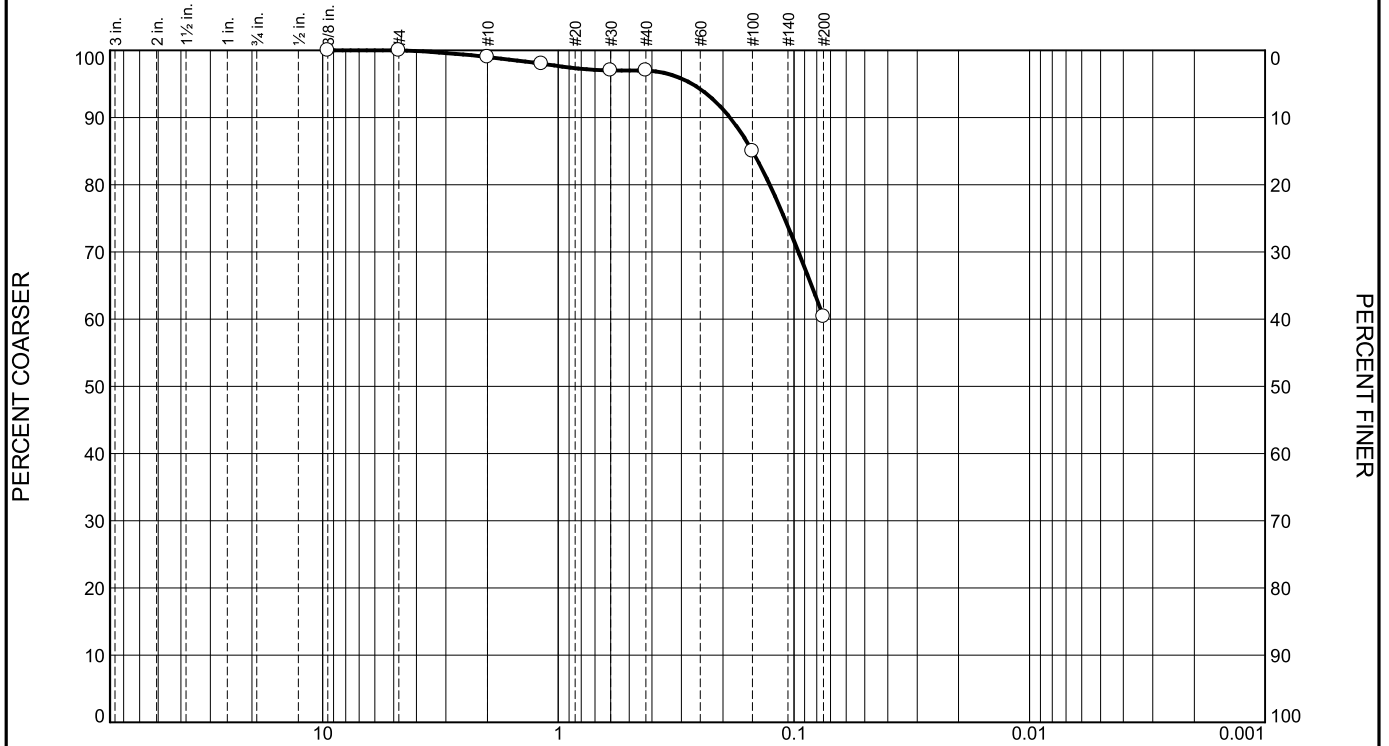
Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate

Project No: S16146

Tested By: GM

Checked By: GL

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	1.0	2.0	36.6	60.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8	100.0		
#4	100.0		
#10	99.0		
#16	98.0		
#30	97.0		
#40	97.0		
#100	85.0		
#200	60.4		

* (no specification provided)

Material Description

sandy silt

PL= NP

Atterberg Limits

LL= NV

PI= NP

D₉₀= 0.1869

D₅₀=

D₁₀=

Coefficients

D₈₅= 0.1500

D₃₀=

C_u=

D₆₀=

D₁₅=

C_c=

Classification

USCS= ML

AASHTO= A-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-17
Sample Number: 7-62198

Depth: 5'

Date: 7/13/16



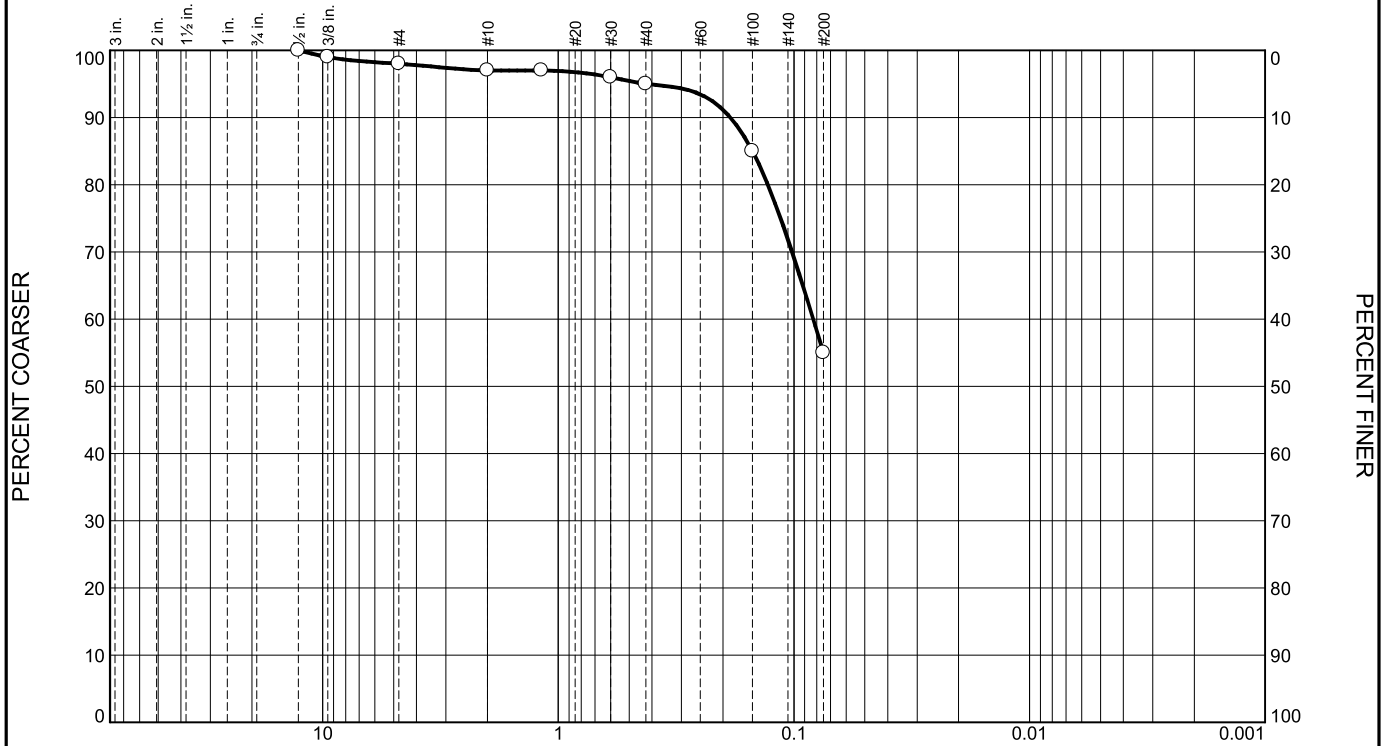
**Intermountain
Materials Testing &
Geotechnical**

Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate
Project No: S16146

Tested By: GM

Checked By: GL

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	2.0	1.0	2.0	40.0	55.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1/2	100.0		
3/8	99.0		
#4	98.0		
#10	97.0		
#16	97.0		
#30	96.0		
#40	95.0		
#100	85.0		
#200	55.0		

* (no specification provided)

Material Description

sandy silt

PL= NP

Atterberg Limits

LL= NV

PI= NP

Coefficients

D₉₀= 0.1862

D₈₅= 0.1500

D₆₀= 0.0829

D₅₀=

D₃₀=

D₁₅=

D₁₀=

C_u=

C_c=

Classification

USCS= ML

AASHTO= A-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-20
Sample Number: 8-62199

Depth: 5'

Date: 7/13/16



**Intermountain
Materials Testing &
Geotechnical**

Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate

Project No: S16146

Figure

Tested By: GM

Checked By: GL

APPENDIX C

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

Important Information about Your Geotechnical Engineering Report

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply the report for any purpose or project except the one originally contemplated.*

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ – sometimes significantly – from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not over rely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having our geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Contractors are Responsible for Site Safety on their Own Construction Projects

Geotechnical engineers' recommendations are not intended to direct the contractor's procedures, methods, schedule or management of the work site. The contractor is solely responsible for job site safety and for managing construction operations to minimize risks to on-site personnel and to adjacent properties.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*



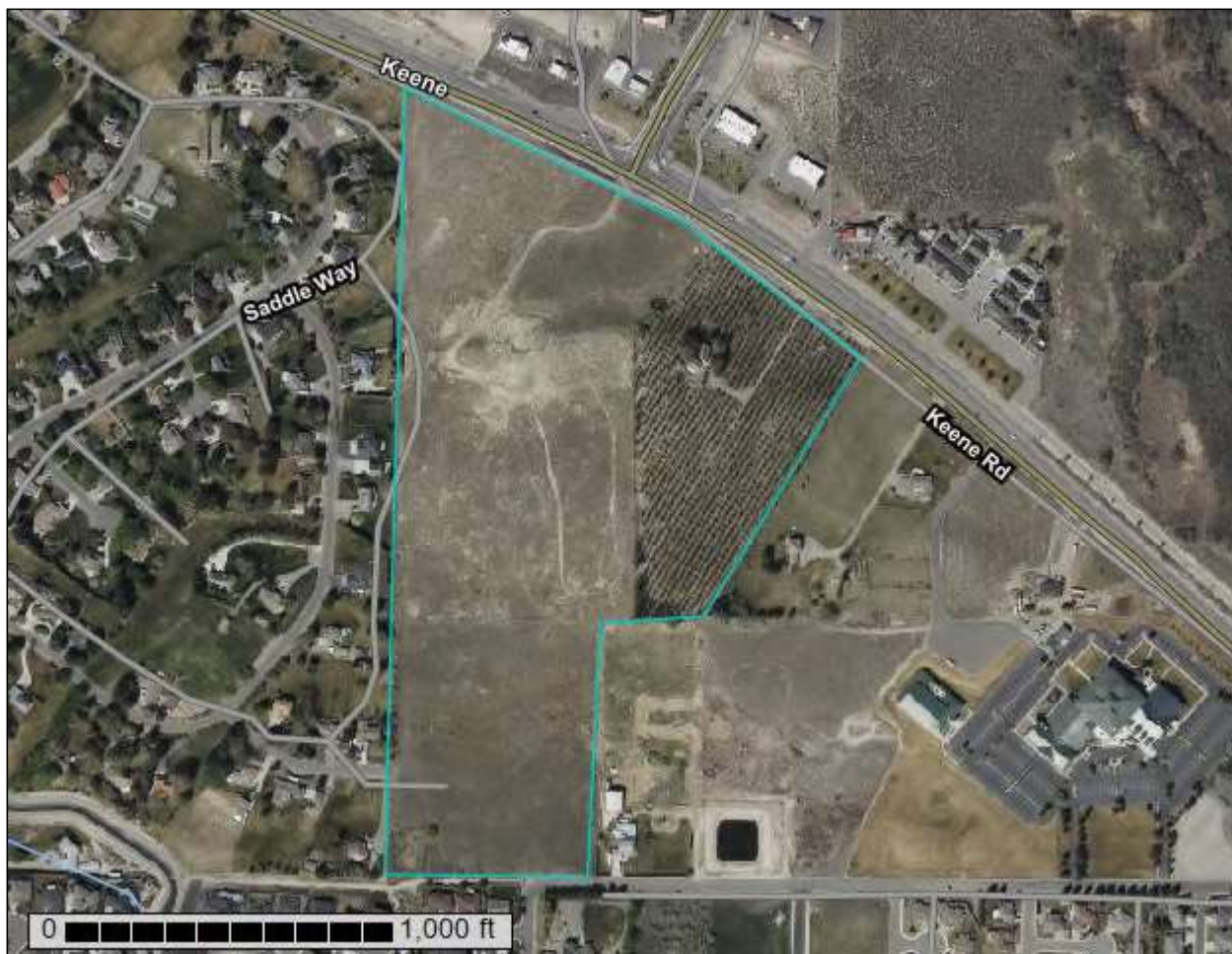
United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Benton County Area, Washington



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Benton County Area, Washington
Survey Area Data: Version 17, Aug 23, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 16, 2021—Apr 17, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HeD	Hezel loamy fine sand, 2 to 15 percent slopes	0.0	0.0%
WdA	Warden silt loam, 0 to 2 percent slopes	10.3	21.6%
WdB	Warden silt loam, 2 to 5 percent slopes	6.3	13.1%
WdD	Warden silt loam, 8 to 15 percent slopes	15.6	32.7%
WdE3	Warden silt loam, 15 to 30 percent slopes, severely eroded	2.4	5.1%
WfA2	Warden very fine sandy loam, 0 to 2 percent slopes, eroded	6.4	13.4%
WfB2	Warden very fine sandy loam, 2 to 8 percent slopes, eroded	5.5	11.5%
WfD2	Warden very fine sandy loam, 8 to 15 percent slopes, eroded	1.2	2.5%
Totals for Area of Interest		47.7	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas

are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Benton County Area, Washington

HeD—Hezel loamy fine sand, 2 to 15 percent slopes

Map Unit Setting

National map unit symbol: 2bch

Elevation: 400 to 2,500 feet

Mean annual precipitation: 6 to 10 inches

Mean annual air temperature: 52 to 54 degrees F

Frost-free period: 150 to 200 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Hezel and similar soils: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hezel

Setting

Landform: Terraces

Parent material: Eolian sands over silty lacustrine deposits

Typical profile

H1 - 0 to 3 inches: loamy fine sand

H2 - 3 to 16 inches: loamy fine sand

H3 - 16 to 60 inches: stratified fine sandy loam to silt loam

Properties and qualities

Slope: 2 to 15 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Somewhat excessively drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 20 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: High (about 9.1 inches)

Interpretive groups

Land capability classification (irrigated): 4e

Land capability classification (nonirrigated): 6e

Hydrologic Soil Group: C

Ecological site: R007XY502WA - SANDS 6-10 PZ

Hydric soil rating: No

WdA—Warden silt loam, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2bfj

Custom Soil Resource Report

Elevation: 600 to 1,300 feet
Mean annual precipitation: 6 to 9 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 135 to 200 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Warden and similar soils: 90 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warden

Setting

Landform: Terraces
Parent material: Loess over lacustrine deposits

Typical profile

H1 - 0 to 9 inches: silt loam
H2 - 9 to 19 inches: silt loam
H3 - 19 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 30 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 11.8 inches)

Interpretive groups

Land capability classification (irrigated): 2c
Land capability classification (nonirrigated): 6c
Hydrologic Soil Group: B
Ecological site: R007XY102WA - LOAMY 6-10 PZ
Hydric soil rating: No

WdB—Warden silt loam, 2 to 5 percent slopes

Map Unit Setting

National map unit symbol: 2bfl
Elevation: 600 to 1,300 feet
Mean annual precipitation: 6 to 9 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 135 to 200 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Warden and similar soils: 90 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warden

Setting

Landform: Terraces

Parent material: Loess over lacustrine deposits

Typical profile

H1 - 0 to 9 inches: silt loam

H2 - 9 to 19 inches: silt loam

H3 - 19 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 2 to 5 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

*Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)*

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 30 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: High (about 11.8 inches)

Interpretive groups

Land capability classification (irrigated): 2e

Land capability classification (nonirrigated): 6e

Hydrologic Soil Group: B

Ecological site: R007XY102WA - LOAMY 6-10 PZ

Hydric soil rating: No

WdD—Warden silt loam, 8 to 15 percent slopes

Map Unit Setting

National map unit symbol: 2bfn

Elevation: 600 to 1,300 feet

Mean annual precipitation: 6 to 9 inches

Mean annual air temperature: 48 to 52 degrees F

Frost-free period: 135 to 200 days

Farmland classification: Farmland of unique importance

Map Unit Composition

Warden and similar soils: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warden

Setting

Landform: Terraces

Parent material: Loess over lacustrine deposits

Typical profile

H1 - 0 to 9 inches: silt loam

H2 - 9 to 19 inches: silt loam

H3 - 19 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 8 to 15 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 30 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: High (about 11.8 inches)

Interpretive groups

Land capability classification (irrigated): 4e

Land capability classification (nonirrigated): 6e

Hydrologic Soil Group: B

Ecological site: R007XY102WA - LOAMY 6-10 PZ

Hydric soil rating: No

WdE3—Warden silt loam, 15 to 30 percent slopes, severely eroded

Map Unit Setting

National map unit symbol: 2bfp

Elevation: 600 to 1,300 feet

Mean annual precipitation: 6 to 9 inches

Mean annual air temperature: 48 to 52 degrees F

Frost-free period: 135 to 200 days

Farmland classification: Farmland of unique importance

Map Unit Composition

Warden and similar soils: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warden

Setting

Landform: Terraces

Parent material: Loess over lacustrine deposits

Typical profile

H1 - 0 to 2 inches: silt loam
H2 - 2 to 12 inches: silt loam
H3 - 12 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 15 to 30 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 30 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 11.8 inches)

Interpretive groups

Land capability classification (irrigated): 6e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: B
Ecological site: R007XY102WA - LOAMY 6-10 PZ
Hydric soil rating: No

WfA2—Warden very fine sandy loam, 0 to 2 percent slopes, eroded

Map Unit Setting

National map unit symbol: 2bfr
Elevation: 600 to 1,300 feet
Mean annual precipitation: 6 to 9 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 135 to 200 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Warden and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warden

Setting

Landform: Terraces
Parent material: Loess over lacustrine deposits

Typical profile

H1 - 0 to 4 inches: very fine sandy loam
H2 - 4 to 14 inches: silt loam
H3 - 14 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 0 to 2 percent

Custom Soil Resource Report

Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 30 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 11.5 inches)

Interpretive groups

Land capability classification (irrigated): 2e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: B
Ecological site: R007XY102WA - LOAMY 6-10 PZ
Hydric soil rating: No

WfB2—Warden very fine sandy loam, 2 to 8 percent slopes, eroded

Map Unit Setting

National map unit symbol: 2bfs
Elevation: 600 to 1,300 feet
Mean annual precipitation: 6 to 9 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 135 to 200 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Warden and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warden

Setting

Landform: Terraces
Parent material: Loess over lacustrine deposits

Typical profile

H1 - 0 to 4 inches: very fine sandy loam
H2 - 4 to 14 inches: silt loam
H3 - 14 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 2 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None

Custom Soil Resource Report

Calcium carbonate, maximum content: 30 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 11.5 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: B
Ecological site: R007XY102WA - LOAMY 6-10 PZ
Hydric soil rating: No

WfD2—Warden very fine sandy loam, 8 to 15 percent slopes, eroded

Map Unit Setting

National map unit symbol: 2bfv
Elevation: 600 to 1,300 feet
Mean annual precipitation: 6 to 9 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 135 to 200 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Warden and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warden

Setting

Landform: Terraces
Parent material: Loess over lacustrine deposits

Typical profile

H1 - 0 to 4 inches: very fine sandy loam
H2 - 4 to 14 inches: silt loam
H3 - 14 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 8 to 15 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 30 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 11.5 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: B

Custom Soil Resource Report

Ecological site: R007XY102WA - LOAMY 6-10 PZ

Hydric soil rating: No

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Custom Soil Resource Report

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Exhibit 6 - Landscaping Plan

EXHIBIT I

LANDSCAPE PLAN

LRS Architects

SITE PHASING

A1.1

PHASE 1

EXHIBIT I - Landscape Plan

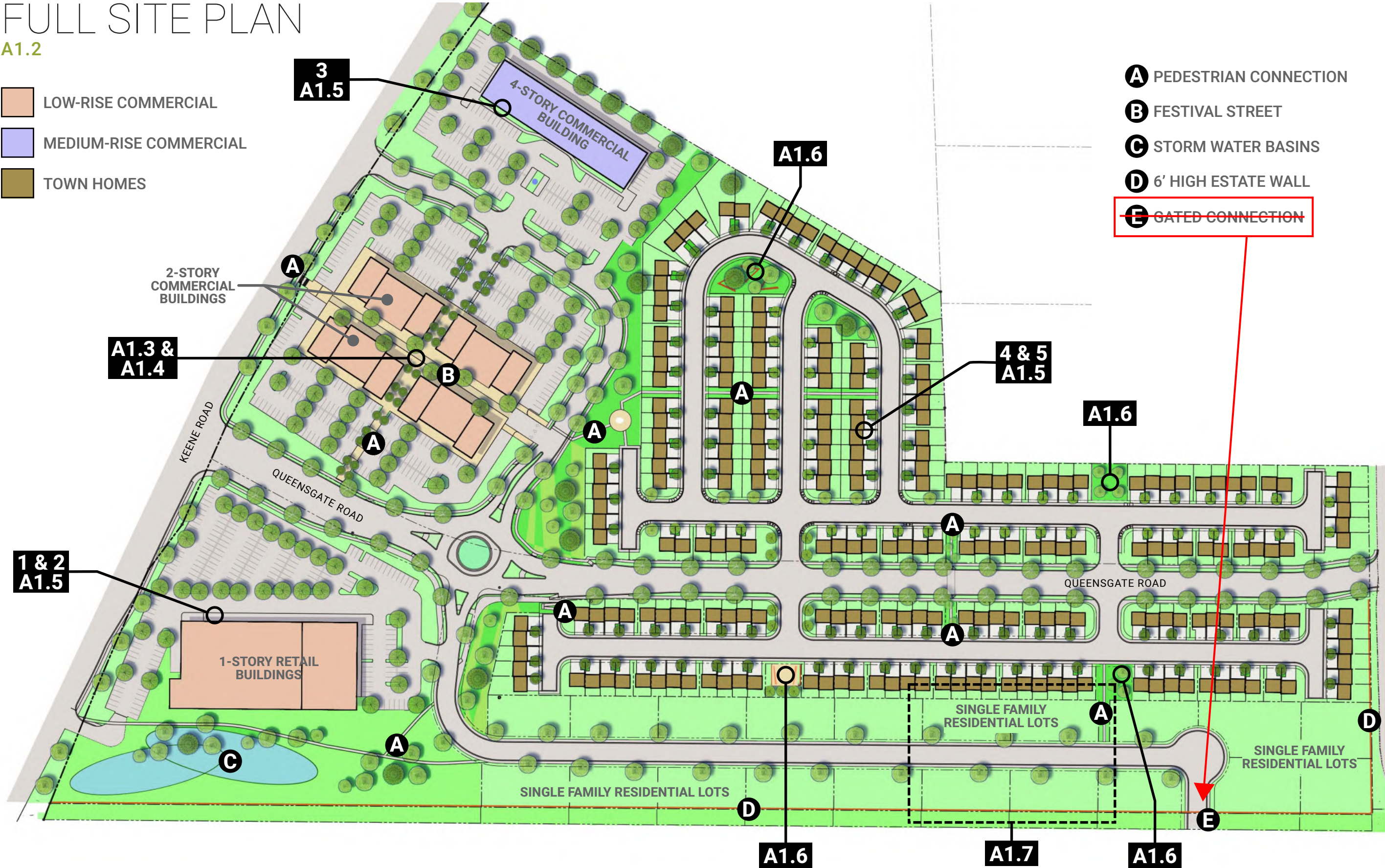


FULL SITE PLAN

A1.2

- LOW-RISE COMMERCIAL
- MEDIUM-RISE COMMERCIAL
- TOWN HOMES

- A PEDESTRIAN CONNECTION
- B FESTIVAL STREET
- C STORM WATER BASINS
- D 6' HIGH ESTATE WALL
- ~~E GATED CONNECTION~~



2-STORY COMMERCIAL & PEDESTRIAN STREET

A1.3



2-STORY COMMERCIAL & PEDESTRIAN STREET

A1.4



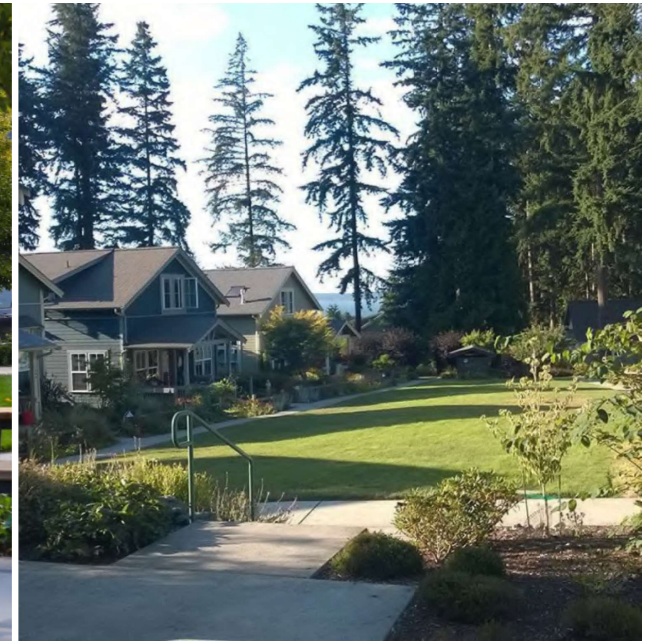
LARGE COMMERCIAL BUILDINGS & TOWN HOMES

A1.5



POCKET PARKS

A1.6



A1.7



Exhibit 7 - Project Renderings

EXHIBIT H

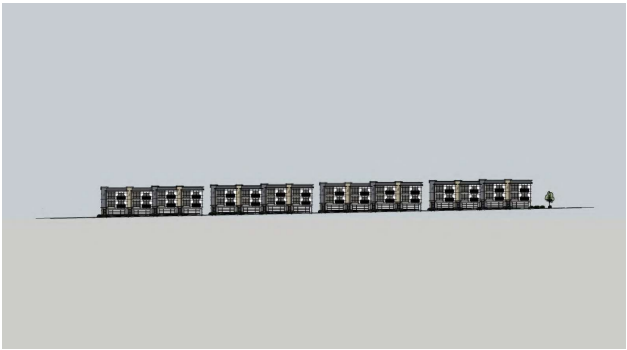
ARCHITECTURAL RENDERINGS -
IHB ARCHITECTS

Queensgate Drive

TRADITIONAL ARCHITECTURAL STYLE
WITH FLAT LAYOUT



AERIAL VIEW FROM SOUTH LOOKING NORTH



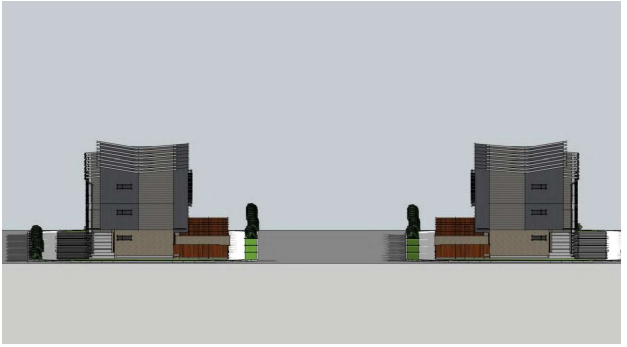
WEST STREET ELEVATION



ALLEY VIEW



STREET VIEW LOOKING WEST



STREET ELEVATION LOOKING SOUTH



BLOCK CORNER VIEW



STREET VIEW WITH FENCES LOOKING SOUTH



STREET VIEW WITHOUT FENCES LOOKING SOUTH



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The Terraces— A Townhome Development
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job No:

date:

drawn by:

reviewed by:

IHB

A02



AERIAL VIEW FROM SOUTH LOOKING NORTH

Queensgate Drive

MODERN ARCHITECTURAL STYLE
WITH FLAT LAYOUT



WEST STREET ELEVATION



ALLEY VIEW



STREET VIEW LOOKING WEST



STREET ELEVATION LOOKING SOUTH



BLOCK CORNER VIEW



STREET VIEW WITH FENCES LOOKING NORTH



STREET VIEW WITHOUT FENCES LOOKING NORTH



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The Terraces— A Townhome Development
Richland, WA

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job No:
date:
drawn by:
reviewed by: IHB

A04

Exhibit 8 - Traffic Impact Analysis

EXHIBIT D - TRAFFIC ANALYSIS

May 18, 2022

Caleb Stromstad
Aqtera Engineering
2705 Saint Andrews Loop, Suite C
Pasco, Washington 99301

Via email: caleb@aqtera.com

Regarding: Trip Generation Letter
 Queensgate South – Phase 1
 Queensgate Drive at Shockley Road
 Richland, Washington
 PBS Project 71818.000

Dear Mr. Stromstad:

This letter presents the information required for a trip generation letter supporting the proposed Queensland South (QS) – Phase 1 development (Phase 1). This letter verifies that Phase 1 is within trip generation estimates for the full development. This letter also lists the transportation improvements necessary to be functionally consistent with the extension of Queensgate Drive to Keene Road, with full build-out of the site, and with the previously agreed-upon roadway improvements. See Appendix A for the Queensland South Analysis Memo, dated May 13, 2022 (Memo), for the full development traffic evaluation and conceptual long-term improvements.

PROJECT DESCRIPTION AND BACKGROUND

Phase 1 is a portion of the larger development on the south side of Keene Road at the intersection of Queensgate Drive. See Figure 1 for the vicinity map and Figure 2 for the site plan. The Memo provides a detailed description of the full development at build-out.

Phase 1 includes 20 units of single-family homes and 84 units of townhomes. It proposes to extend Queensgate Drive north from Shockley Road to Keene Road. Queensgate Drive will be built in two segments:

- From Shockley Road north to the location of the future roundabout (approximately 400 feet south of Keene Road), Queensgate Drive will be constructed to the City of Richland's Major Collector standard.
- From Keene Road south to the location of the future roundabout, Queensgate Drive will be constructed as a core road, built to rural standards.

See the site plan for the Queensgate Drive road layout.

Phase 1 includes construction of local streets to provide access to the residential land uses. Additionally, a local street connection to Lariat Lane is proposed to provide a new connection into the Country Ridge Estates neighborhood.

TRIP GENERATION AND DISTRIBUTION

Trip Generation

The number of trips generated by Phase 1 is based on the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition (September 2021), treating the respective portions of the development as "Multifamily Housing (Low-Rise)" and "Single-Family Detached Housing," with dwelling units as the

independent variable for both. The trip generation results are summarized in Table 1, and the calculation details are attached in Appendix B. The site trips are presented for the average weekday, including the AM peak hour between 7:00 and 9:00 AM and the PM peak hour between 4:00 and 6:00 PM.

Table 1. Phase 1 Trip Generation

Proposed Single-Family Homes Detached (ITE Land Use Code 210)							
	Homes 20			Independent Variable Dwelling Units			
	Weekday AM Peak Hour of Adjacent Roadways			Weekday PM Peak Hour of Adjacent Roadways			Weekday Average Daily Trips (ADT)
	Entering	Exitin g	Total	Entering	Exiting	Total	
Proposed Trips	4	13	17	14	8	22	230
Proposed Multifamily Housing (Low-Rise) (ITE Land Use Code 220)							
	Townhomes 84			Independent Variable Dwelling Units			
	Weekday AM Peak Hour of Adjacent Roadways			Weekday PM Peak Hour of Adjacent Roadways			ADT
	Entering	Exitin g	Total	Entering	Exiting	Total	
Proposed Trips	12	37	49	36	21	57	614
Total Phase 1 Proposed Trips							
	Weekday AM Peak Hour of Adjacent Roadways			Weekday PM Peak Hour of Adjacent Roadways			ADT
	Entering	Exitin g	Total	Entering	Exiting	Total	
Total Trips	16	50	66	50	29	79	844

Phase 1 of the project is anticipated to generate 844 average daily trips on a typical weekday, including 66 trips during the AM peak hour and 79 trips during the PM peak hour. These trips are consistent with the number of trips proposed in the Memo.

Trip Distribution

The proposed distribution of primary trips is based on a review of the land uses within the study area, on the concentration of existing traffic patterns, and on engineering judgment. The external distribution is based on the Memo distribution for residential land uses and is influenced by the trips traveling to and from the highway (Interstate 182) and the commercial land uses north of it.

See Figure 2 for the distribution pattern. The proposed Phase 1 trip distribution pattern is as follows:

- 45% to and from Queensgate Drive to the north
- 25% to and from Shockley Road to the east
- 0% to and from Queensgate Drive to the south
- 5% to and from Keene Road to the east

- 25% to and from Keene Road to the west

ROADWAY IMPROVEMENTS

For Phase 1 to remain consistent with the roadway improvements as agreed upon and illustrated in the Memo, the following key improvements should be implemented with Phase 1:

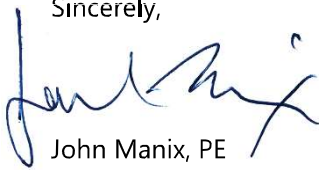
- Extend Queensgate Drive north from Shockley Road with three vehicle lanes, bike lanes, and sidewalks to meet both the Major Collector street standard (City standard detail ST11) and the Richland Municipal Code, chapter 12.10.030. Queensgate Drive will include widening at the future roundabout location to accommodate the two through lanes traveling both northbound and southbound through the roundabout. Queensgate Drive at Shockley Road will include a southbound left-turn lane and northbound right-turn lane.
- Construct the Phase 1 improvements to Queensgate Drive to accommodate the future roundabout, with a 160-foot inscribed diameter, to be positioned approximately 400 feet from Keene Road (measured from the future northbound stop line at Keene Road to the southbound yield line at the future roundabout).
- Continue the north section of Queensgate Drive from the future roundabout to Keene Road as a core road, built to rural street standards (City standard detail ST15). On Queensgate Drive south of Keene Road, the lane configuration will require one southbound through lane, one northbound left-turn lane, and one northbound through/right-turn lane.
- Local streets will be built to City of Richland standards (City standard detail ST13).

Figure 2 shows the location of the roadway improvements.

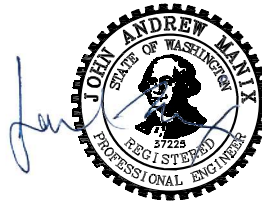
CLOSING

Please feel free to contact me at 360.567.2117 or john.manix@pbsusa.com with any questions or comments.

Sincerely,



John Manix, PE
Senior Traffic Engineer



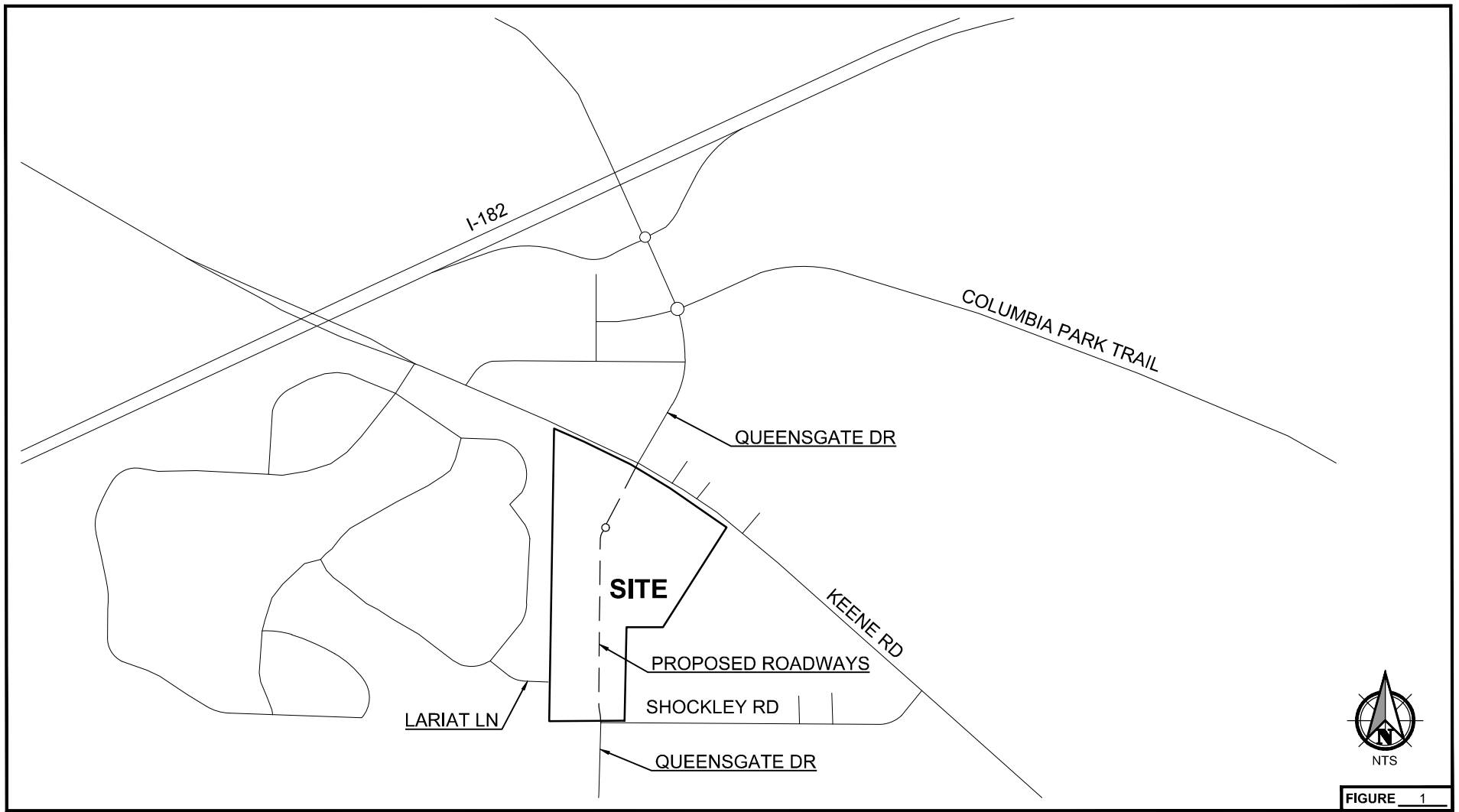
John A Manix
2022.05.18
13:41:34-07'00'

cc: Mallikarjuna Vallem, Jaya Holdings, LLC
David Holt, PBS Engineering and Environmental Inc.

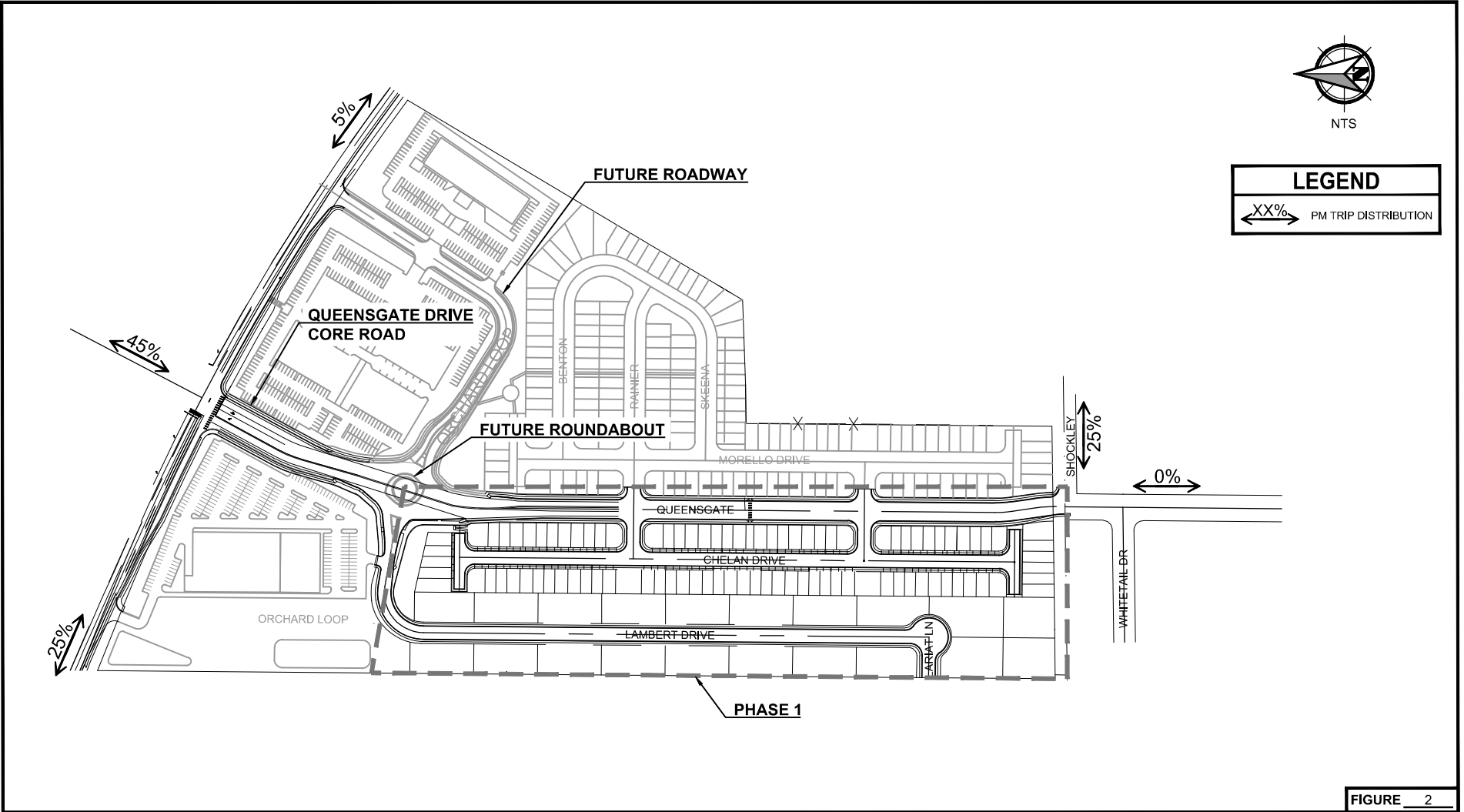
Attachments: Figure 1. Vicinity Map
Figure 2. Phase 1 Site Plan, Trip Distribution, and Roadway Improvements
Appendix A. Queensland South Traffic Analysis Memo
Appendix B. Trip Generation Calculations

JAM:DAH:lc

Figures



Vicinity Map
Queensgate South Phase 1



Site Plan and Trip Distribution
Queensgate South Phase 1

Appendix A

Queensland South Traffic Analysis Memo

Memorandum

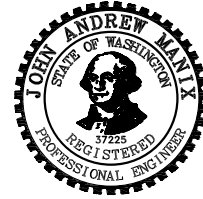
DATE: May 13, 2022

TO: Caleb Stromstad, PE, Principal Engineer, Aqtera Engineering

FROM: John Manix, PE

PROJECT: 71818.000

REGARDING: Queensgate South – Traffic Analysis



PBS Engineering and Environmental Inc. (PBS) is reporting our to-date analysis related to the extension of Queensgate Drive and the trips associated with the proposed Queensgate South (QS), formerly referred to as Queensgate Drive Mixed-Use Development. See Figure 1 for the vicinity map of the site. The intent of the memo is to support the long-range roadway improvements on Keene Road and Queensgate Drive as part of the QS development.

The planning level analysis addressed the following topics:

- Level of service (LOS) of the Keene Road/Queensgate Drive intersection with the Queensgate Drive extension and the proposed QS development. This included the proposed intersection modifications.
- Queueing between the proposed roundabout and existing traffic signal at Keene Road and Queensgate Drive.
- Roundabout design and the number of lanes entering and departing.
- Queensgate Drive cross section.

LOS ANALYSIS

The LOS analysis was prepared using the following methods and assumptions:

- The LOS was evaluated during the 2040 PM peak hour condition with QS developed.
- The 2040 LOS will meet the City of Richland (City) standard of LOS D with no more than 55 seconds of delay per vehicle.
- The site access assumptions include:
 - A full access traffic signal at Keene Road and Queensgate Drive.
 - A roundabout on Queensgate that is no closer than 300 feet to the traffic signal, measured from the stop line to yield line.
 - The west-most Keene Road access is restricted to right-in, right-out.
 - The east-most Keene Road access is full access.
- The analysis is based on the latest site plan. See Figure 2.

2040 Forecast Year Background Traffic

The analysis compared the turning movement volumes from two traffic studies that provided forecast turning movements at the Keene Road and Queensgate Drive intersection with Queensgate Drive completed. The *Badger Mountain South Traffic Study* by Transportation Engineering Northwest (TENW) and *Queensgate Drive Corridor Traffic Study* by JUB Engineers dated January 2015 both provide horizon year turning movement volumes. The two forecast year volumes were compared to Benton-Franklin Council of Government (BFCOG) 2045 transportation model data to adjust the background traffic volume. Based on engineering judgement, consultation with the City, and forecast volumes from BFCOG, the BMS turning movement volumes were increased by approximately 12% to establish the background 2040 turning movement volumes at the studied intersections.

QS Trip Generation

The trip generation for the QS site is based on the proposed land uses from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th edition. Table 1 summarizes the trip generation by the proposed land uses at full buildout.

Table 1. Queensgate South Trip Generation

Land Use	ITE Code	Independent Variable	Size	PM Peak Hour		
				Entering	Exiting	Total
Hotel	310	Rooms	108	27	25	52
Shopping Plaza (40-150K) No supermarket	821	1,000 Sq. Ft. GLA	73	186	193	379
Multi-Family Housing (Low-Rise)	220	Dwelling Units	235	77	45	122
Single Family Detached Housing	210	Dwelling Units	20	14	8	22
Supermarket	850	1,000 Sq. Ft. GLA	33.8	160	161	321
Pharmacy Without Drive-Through Window	880	1,000 Sq. Ft. GLA	15.1	63	66	129
Total Site-Generated Trips				527	498	1025

No pass-by or internal capture trip reductions were applied.

QS Trip Distribution

The BFCOG transportation model output was used to determine the trip distribution to and from the site. The model provides a distribution of trips from the area surrounding the site with a percentage of trips on each roadway link in the 2045 forecast year. Based on engineering judgement and consultation with the City, the BFCOG trip distribution percentages were adjusted to reflect a reasonable estimate of the PM peak hour trip distribution onto adjacent roadways. The distribution of trips from each land use within the QS site to each site access intersection is based on proximity of land use to the site access (that is, shortest path and turn delays). See Figure 2 for the trip distribution and trips assigned to each intersection.

LOS Calculations

The LOS analysis focused on the Keen Road and Queensgate Drive intersection and the proposed roundabout at Queensgate Drive and the access into the commercial property (Orchard Loop).

To achieve the LOS D operational standard at Keen Road and Queensgate Drive while accommodating the 2040 volumes, including the site-generated trips, and the new Queensgate extension, several improvement alternatives were analyzed.

Several alternatives were evaluated with various lane configurations and lanes for the proposed roundabout on Queensgate Drive at the entrance to the proposed commercial land uses.

After consultation with the City, two alternatives were developed: a short-term and long-term improvement to the Keene Road and Queensgate Drive intersection. The long-term improvement will meet the City's LOS D standard in the 2040 forecast year during the PM peak hour. See Figure 3 for the long-term improvements.

In the short term, not all improvements are needed to meet LOS standards and the QS does not contribute to growth requiring some of the widening. Thus, short-term improvements were developed to be implemented initially, and the City is to upgrade the remaining intersection improvements to meet full buildout of the long-term intersection configuration. See Figure 4 for the short-term improvements. The City should monitor intersection operation to time the long-term intersection improvements.

Table 2 summarizes the LOS analysis with the 2040 conditions with the long-term improvements at the Queensgate Drive / Keene Road intersection.

Table 2: Estimated 2040 Level of Service

INTERSECTION (critical lane group, AM / PM)	PM Peak Hour		
	LOS	Delay (sec/veh)	v/c
Queensgate Drive / Keene Road (WB-TH)	D	41.7	0.95
Queensgate Drive / Commercial Road (SB-TH/RT)	A	5.8	0.303

v/c = volume to capacity

QUEUEING ANALYSIS

The queue length was evaluated to verify that there is adequate storage between the existing traffic signal on Keene Road and Queensgate Drive and the proposed roundabout south of the intersection. SimTraffic software was used to estimate queue lengths for the northbound approach at the existing traffic signal and southbound approach for the proposed roundabout. Table 3 summarizes the queue lengths and the proposed storage at each intersection.

Table 3. 2040 PM Peak Hour Intersection Queueing Analysis

Intersection	Approach	Movement	Available Storage (Feet)	95th Percentile Queue (Feet)*
Queensgate Drive / Keene Road	EB	L	400+	325
		L	400+	325
		T	400+	300
		T	400+	250
		R	400+	75
	WB	L	400+	225
		T	400+	500
		T	400+	475
		R	400+	40
	NB	L	175	125
		L	175	150
		T	250	150
		T/R	250	150
	SB	L	550	775
		L	550	775
		T	300	225
		R	250	125
Queensgate Drive / Commercial Road	EB	L/T/R	100	100
	WB	L/T/R	200	50
	NB	L/T	150	50
		T/R	150	25
	SB	L/T	425	50
		T/R	425	25

*The queue lengths of each movement is rounded off to 25 feet to match a vehicle in a queue.

The northbound queue on Queensgate Drive at Keene Road is estimated at 150 feet and storage is over 175 feet. The southbound queue on Queensgate Drive at the roundabout is 50 feet with storage of 425 feet.

QUEENSGATE DRIVE EXTENSION CROSS-SECTION

Queensgate Drive extension is intended to be classified as a Major Collector. The QS development proposes two intersections between Shockley Road and the roundabout with relatively short block lengths. To maintain efficiency and reduce the risk of rear-end collisions, a three-lane cross section is proposed. See Figure 5 for the City's Standard for a Major Collector and Figure 6 for the proposed cross section. The proposed 5-foot-wide sidewalk will meet Richland Municipal Code for a sidewalk on a collector. Street trees are proposed between the sidewalk and the street curb to maintain a pedestrian-friendly walking environment. Bike lanes are proposed to facilitate active transportation.

CONCEPTUAL DESIGN

The following is a summary for the Queensgate South development.

Keene Road/Queensgate Drive Intersection – Short-term

The following lanes are recommended at the Keene Road/Queensgate Drive intersection to stay within the City's LOS standard prior to build-out:

- Northbound: two left-turn lanes, one through lane, a one through/right-turn lane and bike lane
- Southbound: two left-turn lanes, one through/right-turn lane, and bike lane entering the intersection and two lanes and bike lane departing the intersection
- Westbound: one left-turn lane, two through lanes, one right-turn lane, and bike lane
- Eastbound: one left-turn lane, two through lanes, one right-turn lane, and bike lane (requires widening for long-term buildout of intersection)

Keene Road/Queensgate Drive Intersection – Long-term

- The long-term improvements will meet the City's LOS D standard
- Adds a second left-turn lane for eastbound Keene Road
- Adds a right-turn lane on southbound Queensgate Drive

Intersection Spacing Between Keene Road and Proposed Roundabout

The spacing between the existing signal and proposed roundabout intersection, measured from stop line at the signal to the yield line at the roundabout, requires approximately 300 feet with the proposed the lane configuration described above for the Keene Road and Queensgate Drive intersection. The proposed design provides 400 feet. This exceeds the queueing on Queensgate Drive for both northbound and southbound directions between the signal and the roundabout.

Roundabout Intersection

A roundabout with two northbound and southbound approach lanes, and one eastbound and westbound approach lanes will meet the demand. The southbound departing lane will need two lanes for 160 feet.

Queensgate Drive between Roundabout and Shockley

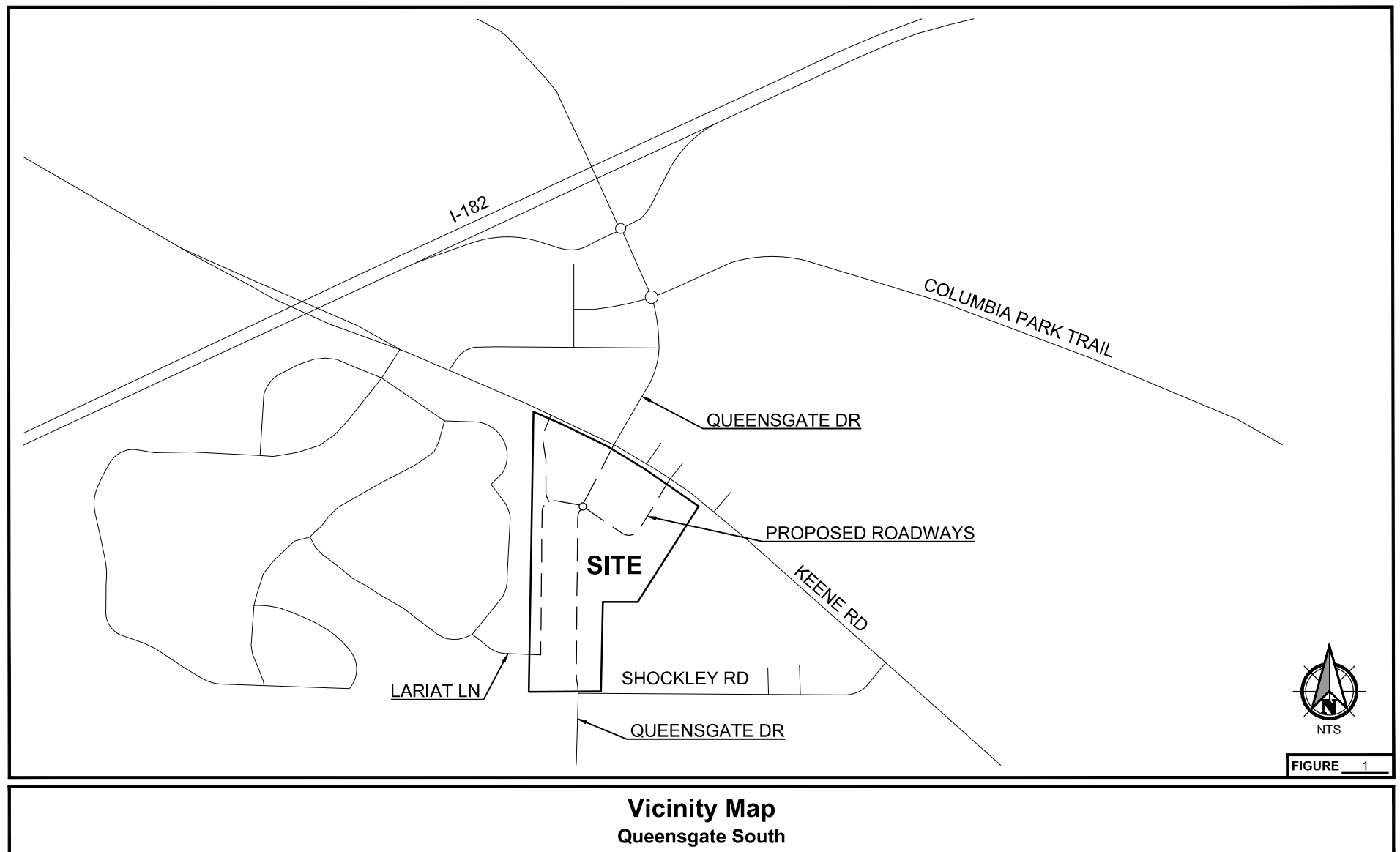
The proposed Queensgate Drive cross section will meet the City's Major Collector cross section.

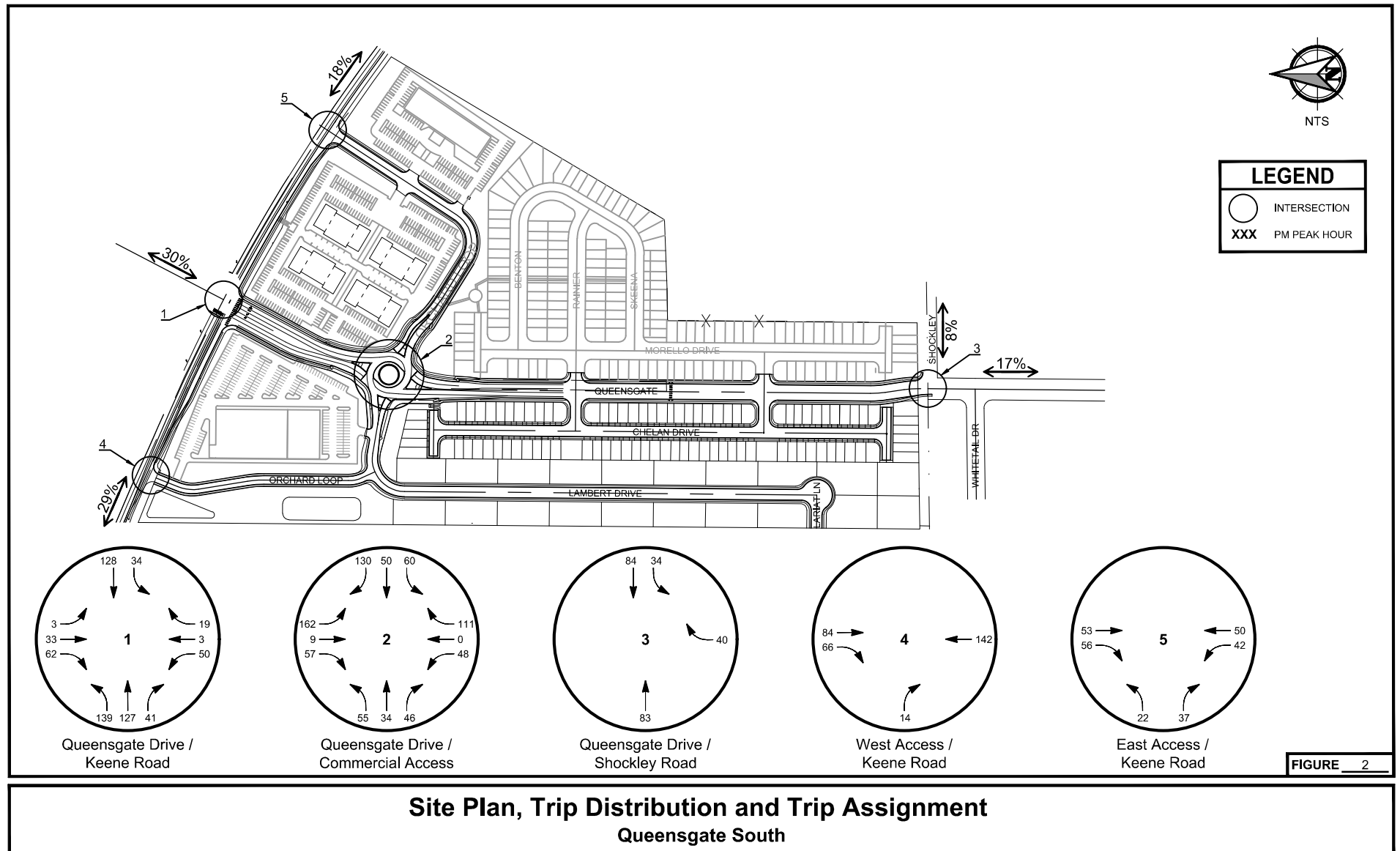
Attachments: Figure 1. Vicinity Map
Figure 2. Site Plan, Trip Distribution, and Trip Assignments
Figure 3. Long-Term Improvements
Figure 4. Short-Term Improvements
Figure 5. City of Richland's Major Collector Cross Sections
Figure 6. Proposed Queensgate Cross Section

QS Trip Generation Calculation
Synchro and SimTraffic Outputs
Queensgate Roundabout Design

cc: David Holt

JAM:BJ:lc





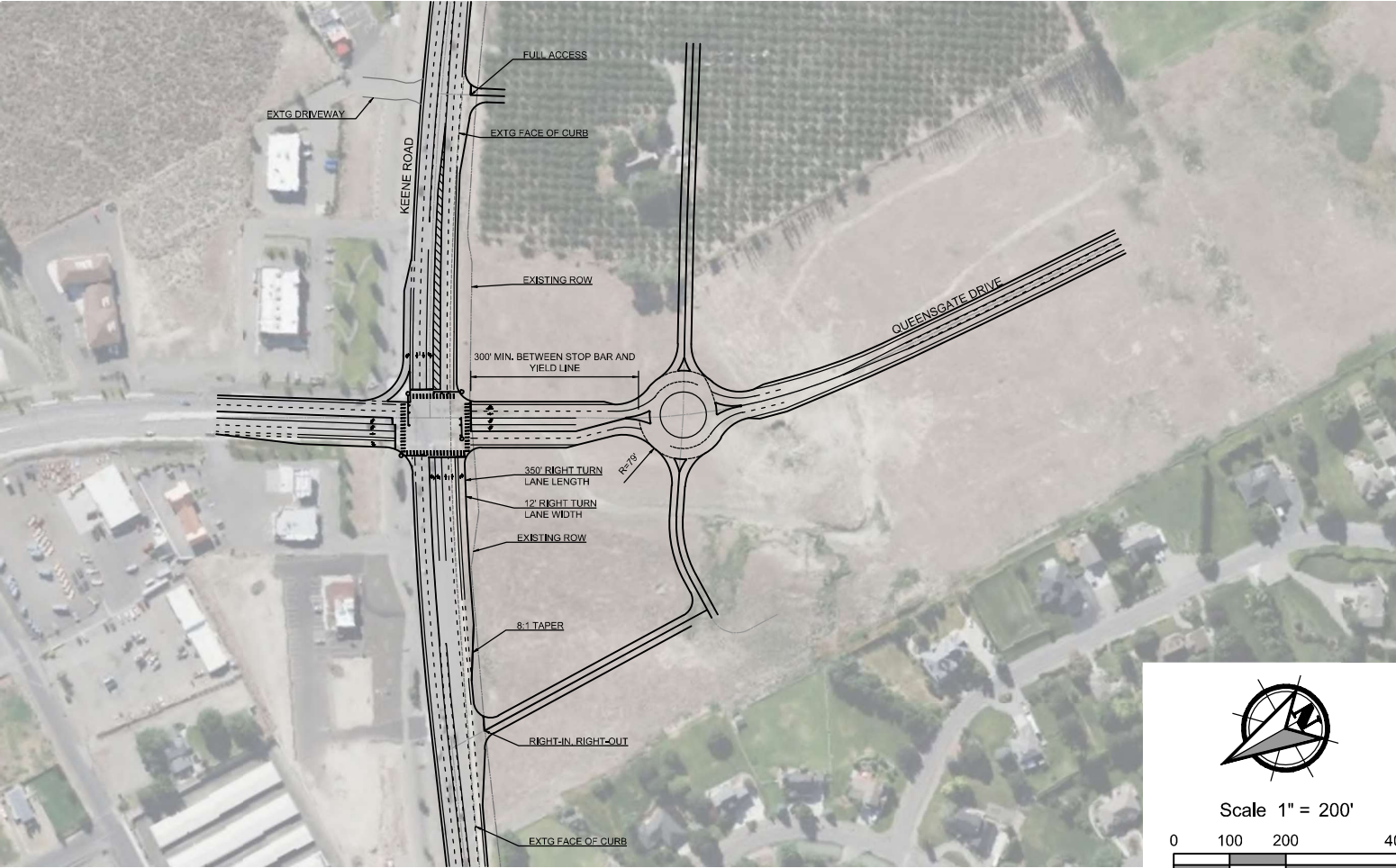


FIGURE 3

Long Term Improvements Queensgate South

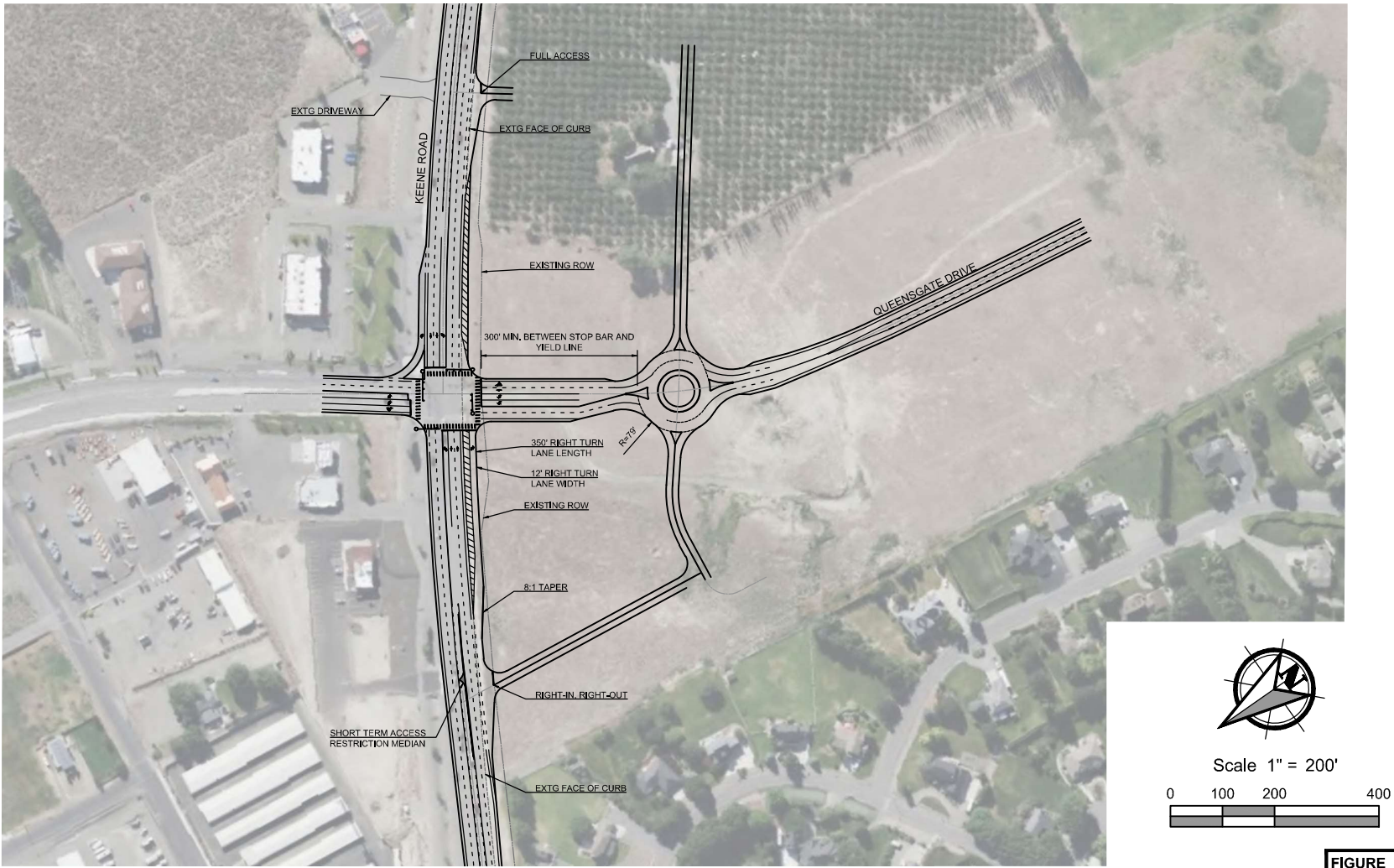
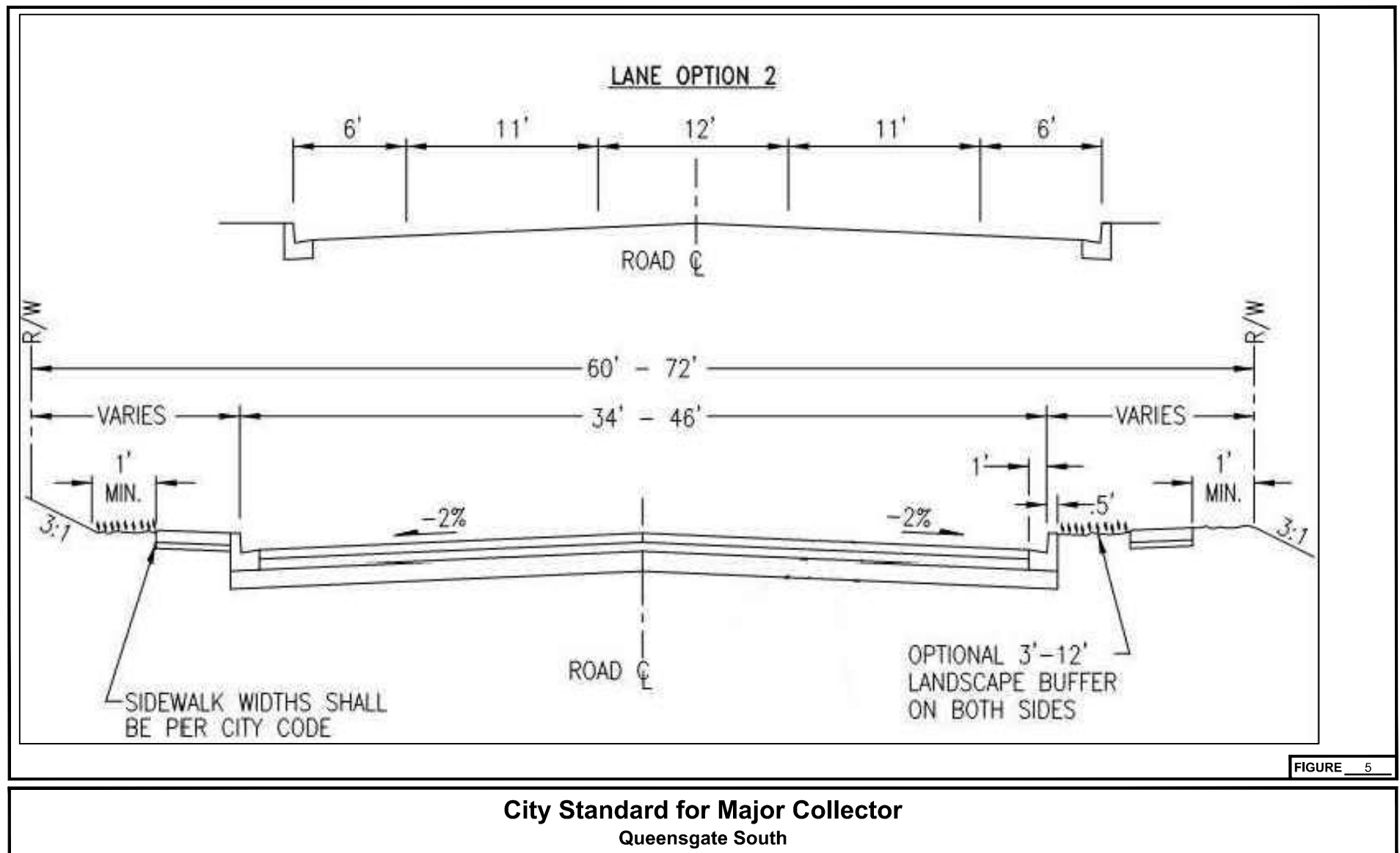
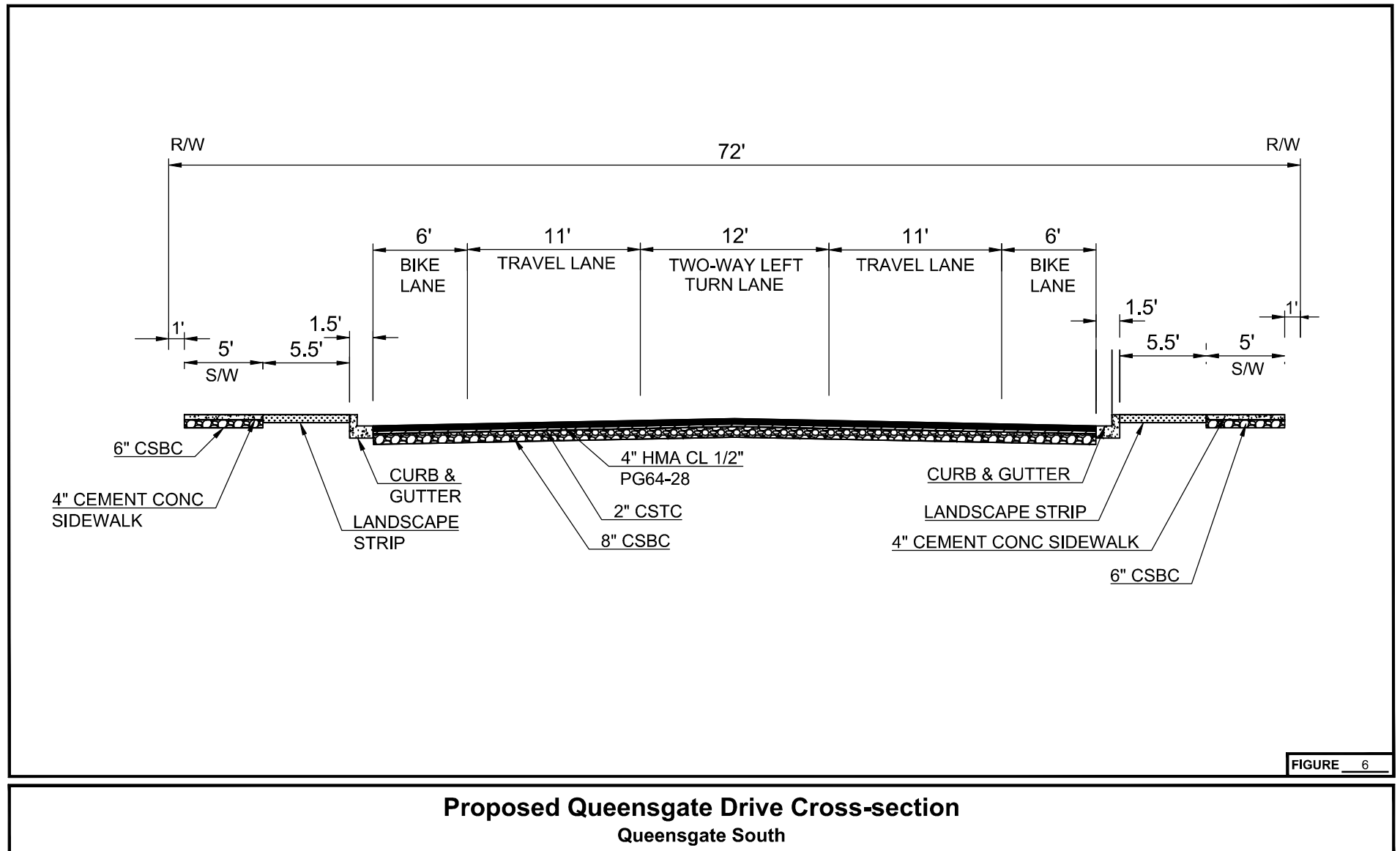


FIGURE 4

Short Term Improvements Queensgate South





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Query Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

310

LAND USE GROUP:

(300-399) Lodging

LAND USE :

310 - Hotel

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Rooms

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

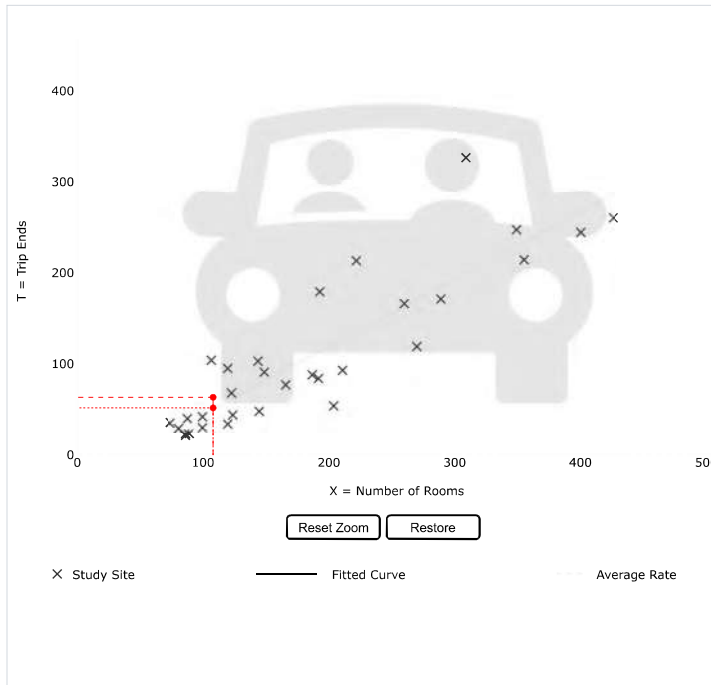
TRIP TYPE:

Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

108

Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS**Land Use:**Hotel (310) [Click for Description and Data Plots](#)**Independent Variable:**

Rooms

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

31

Avg. Num. of Rooms:

186

Average Rate:

0.59

Range of Rates:

0.26 - 1.06

Standard Deviation:

0.22

Fitted Curve Equation: $T = 0.74(X) - 27.89$ **R²:**

0.78

Directional Distribution:

51% entering, 49% exiting

Calculated Trip Ends:

Average Rate: 64 (Total), 32 (Entry), 32 (Exit)

Fitted Curve: 52 (Total), 27 (Entry), 25 (Exit)

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ITETripGen Web-based App

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Query Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

821

LAND USE GROUP:

(800-899) Retail

LAND USE :

821 - Shopping Plaza (40-150k)

LAND USE SUBCATEGORY:

Supermarket - No

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

1000 Sq. Ft. GLA

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

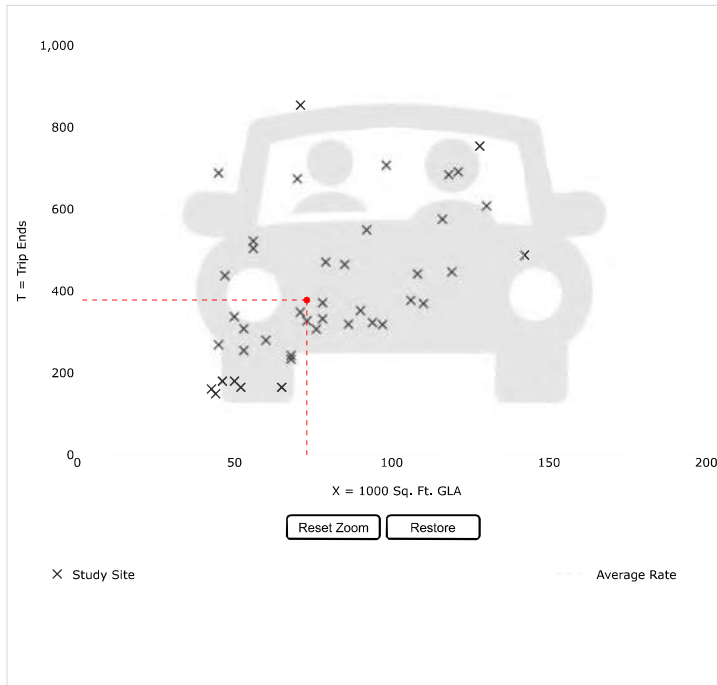
TRIP TYPE:

Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

73

Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS**Land Use:**

Shopping Plaza (40-150k) - Supermarket - No (821)

[Click for Description and Data Plots](#)**Independent Variable:**

1000 Sq. Ft. GLA

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

42

Avg. 1000 Sq. Ft. GLA:

79

Average Rate:

5.19

Range of Rates:

2.55 - 15.31

Standard Deviation:

2.28

Fitted Curve Equation:

Not Given

R²:

Directional Distribution:

49% entering, 51% exiting

Calculated Trip Ends:

Average Rate: 379 (Total), 186 (Entry), 193 (Exit)

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Query Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

220

LAND USE GROUP:

(200-299) Residential

LAND USE :

220 - Multifamily Housing (Low-Rise)

LAND USE SUBCATEGORY:

Not Close to Rail Transit

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Dwelling Units

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

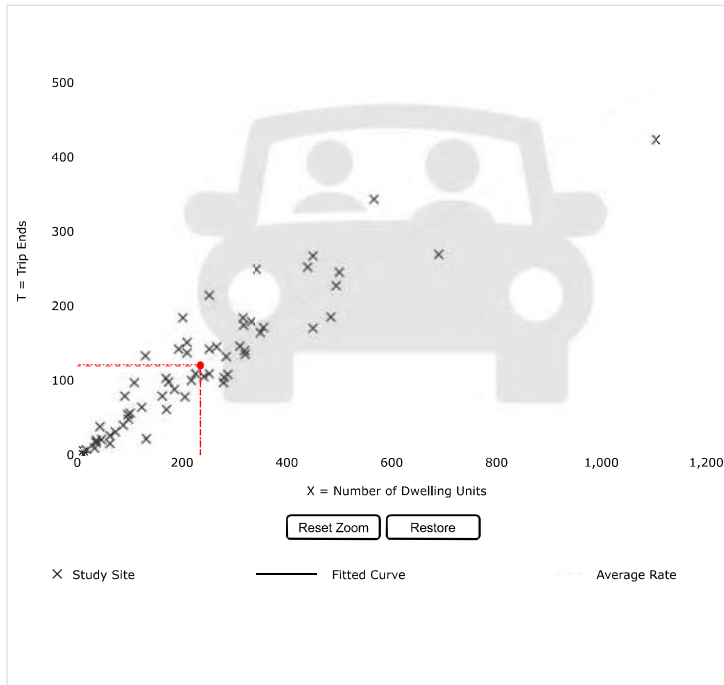
TRIP TYPE:

Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

235

Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Multifamily Housing (Low-Rise) - Not Close to Rail Transit (220) [Click for Description and Data Plots](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 4 and 6 p.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
59

Avg. Num. of Dwelling Units:
241

Average Rate:
0.51

Range of Rates:
0.08 - 1.04

Standard Deviation:
0.15

Fitted Curve Equation:
 $T = 0.43(X) + 20.55$
R²:
0.84

Directional Distribution:
63% entering, 37% exiting

Calculated Trip Ends:
Average Rate: 120 (Total), 76 (Entry), 44 (Exit)
Fitted Curve: 122 (Total), 77 (Entry), 45 (Exit)

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Query Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

210

LAND USE GROUP:

(200-299) Residential

LAND USE :

210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Dwelling Units

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

TRIP TYPE:

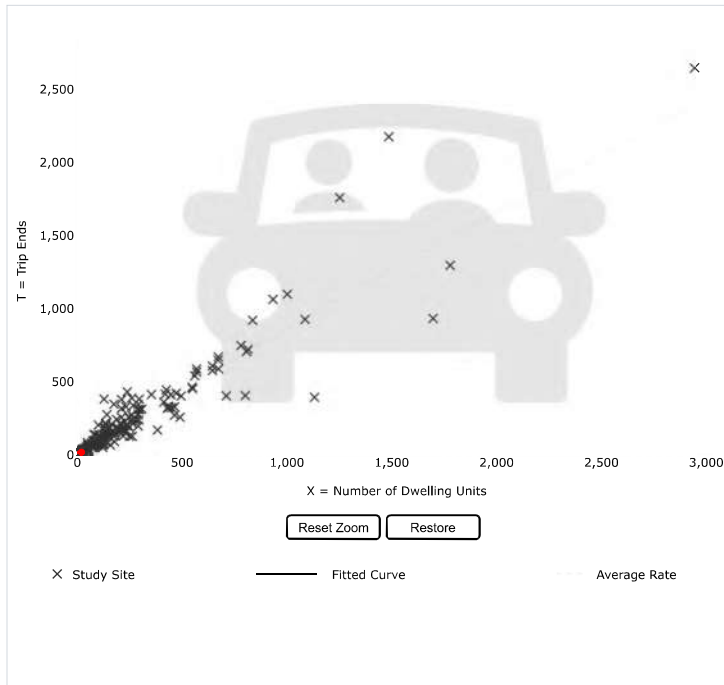
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

20

Calculate

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:

Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:

Dwelling Units

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

208

Avg. Num. of Dwelling Units:

248

Average Rate:

0,94

Range of Rates:

0,35 - 2,98

Standard Deviation:

0,31

Fitted Curve Equation:

 $\ln(T) = 0,94 \ln(X) + 0,27$ R^2 :

0,92

Directional Distribution:

63% entering, 37% exiting

Calculated Trip Ends:

Average Rate: 19 (Total), 12 (Entry), 7 (Exit)

Fitted Curve: 22 (Total), 14 (Entry), 8 (Exit)

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Query Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

850

LAND USE GROUP:

(800-899) Retail

LAND USE :

850 - Supermarket

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

1000 Sq. Ft. GFA

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

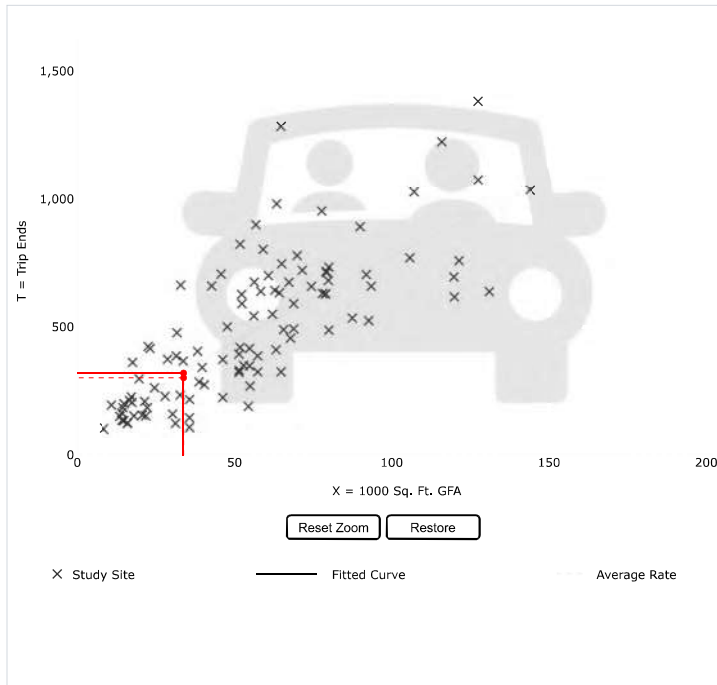
TRIP TYPE:

Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

33.8

Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Supermarket (850) [Click for Description and Data Plots](#)

Independent Variable:
1000 Sq. Ft. GFA

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 4 and 6 p.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
104

Avg. 1000 Sq. Ft. GFA:
55

Average Rate:
8.95

Range of Rates:
3.11 - 20.30

Standard Deviation:
3.32

Fitted Curve Equation:
 $\ln(T) = 0.81 \ln(X) + 2.92$

R²:
0.67

Directional Distribution:
50% entering, 50% exiting

Calculated Trip Ends:
Average Rate: 303 (Total), 151 (Entry), 152 (Exit)
Fitted Curve: 321 (Total), 160 (Entry), 161 (Exit)

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Query Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

880

LAND USE GROUP:

(800-899) Retail

LAND USE :

880 - Pharmacy/Drugstore without Drive-Thro

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

1000 Sq. Ft. GFA

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

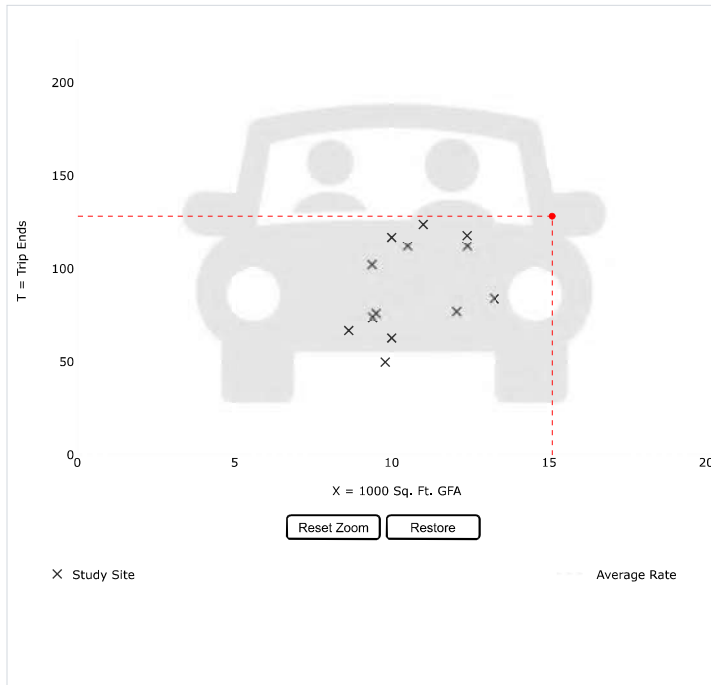
TRIP TYPE:

Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

15.1

Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS**Land Use:**Pharmacy/Drugstore without Drive-Through Window
(880) [Click for Description and Data Plots](#)**Independent Variable:**

1000 Sq. Ft. GFA

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

13

Avg. 1000 Sq. Ft. GFA:

11

Average Rate:

8.51

Range of Rates:

5.11 - 11.70

Standard Deviation:

2.16

Fitted Curve Equation:

Not Given

R²:

Directional Distribution:

49% entering, 51% exiting

Calculated Trip Ends:

Average Rate: 129 (Total), 63 (Entry), 66 (Exit)

Add-ons to do more

OTISS Pro

HCM 6th Signalized Intersection Summary

1: Queensgate Drive & Keene Road

05/10/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	482	827	230	78	819	636	223	271	61	866	380	292
Future Volume (veh/h)	482	827	230	78	819	636	223	271	61	866	380	292
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.99	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	507	871	242	82	862	669	235	285	64	912	400	307
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	552	1270	812	105	912	849	541	372	82	971	473	400
Arrive On Green	0.16	0.36	0.36	0.06	0.26	0.26	0.16	0.13	0.13	0.28	0.25	0.25
Sat Flow, veh/h	3456	3554	1577	1781	3554	1574	3456	2893	639	3456	1870	1581
Grp Volume(v), veh/h	507	871	242	82	862	669	235	173	176	912	400	307
Grp Sat Flow(s),veh/h/ln	1728	1777	1577	1781	1777	1574	1728	1777	1755	1728	1870	1581
Q Serve(g_s), s	14.9	21.6	1.9	4.7	24.6	26.5	6.4	9.7	10.0	26.6	21.0	12.4
Cycle Q Clear(g_c), s	14.9	21.6	1.9	4.7	24.6	26.5	6.4	9.7	10.0	26.6	21.0	12.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.36	1.00		1.00
Lane Grp Cap(c), veh/h	552	1270	812	105	912	849	541	228	226	971	473	400
V/C Ratio(X)	0.92	0.69	0.30	0.78	0.95	0.79	0.43	0.76	0.78	0.94	0.85	0.77
Avail Cap(c_a), veh/h	552	1270	812	140	912	849	541	335	331	987	701	592
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	42.7	28.2	6.0	48.0	37.7	19.2	39.4	43.5	43.6	36.3	36.7	16.0
Incr Delay (d2), s/veh	20.6	1.6	0.2	18.4	18.1	5.0	0.6	5.7	6.9	16.0	6.2	3.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.7	8.9	1.6	2.5	12.4	13.0	2.7	4.6	4.7	13.0	10.1	4.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	63.3	29.8	6.2	66.4	55.8	24.2	40.0	49.2	50.5	52.2	42.9	19.5
LnGrp LOS	E	C	A	E	E	C	D	D	D	D	D	B
Approach Vol, veh/h	1620			1613			584			1619		
Approach Delay, s/veh	36.8			43.2			45.9			43.7		
Approach LOS	D			D			D			D		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	21.0	31.0	20.7	30.6	10.6	41.4	33.5	17.8				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	16.5	26.5	10.3	38.7	8.1	34.9	29.5	19.5				
Max Q Clear Time (g_c+I1), s	16.9	28.5	8.4	23.0	6.7	23.6	28.6	12.0				
Green Ext Time (p_c), s	0.0	0.0	0.2	3.1	0.0	4.8	0.4	1.1				
Intersection Summary												
HCM 6th Ctrl Delay	41.7											
HCM 6th LOS	D											

HCM 6th Roundabout

2: Queensgate Drive & Commercial Road

05/10/2022

Intersection						
Intersection Delay, s/veh	5.8					
Intersection LOS	A					
Approach	EB	WB	NB		SB	
Entry Lanes	1	1	2		2	
Conflicting Circle Lanes	2	2	2		2	
Adj Approach Flow, veh/h	237	168	404		724	
Demand Flow Rate, veh/h	241	171	412		738	
Vehicles Circulating, veh/h	650	537	247		111	
Vehicles Exiting, veh/h	199	122	644		597	
Ped Vol Crossing Leg, #/h	0	0	0		0	
Ped Cap Adj	1.000	1.000	1.000		1.000	
Approach Delay, s/veh	7.8	6.0	5.0		5.6	
Approach LOS	A	A	A		A	
Lane	Left	Left	Left	Right	Left	Right
Designated Moves	LTR	LTR	LT	TR	LT	TR
Assumed Moves	LTR	LTR	LT	TR	LT	TR
RT Channelized						
Lane Util	1.000	1.000	0.471	0.529	0.470	0.530
Follow-Up Headway, s	2.535	2.535	2.667	2.535	2.667	2.535
Critical Headway, s	4.328	4.328	4.645	4.328	4.645	4.328
Entry Flow, veh/h	241	171	194	218	347	391
Cap Entry Lane, veh/h	817	900	1075	1151	1219	1292
Entry HV Adj Factor	0.983	0.982	0.979	0.982	0.980	0.981
Flow Entry, veh/h	237	168	190	214	340	383
Cap Entry, veh/h	803	884	1053	1131	1194	1267
V/C Ratio	0.295	0.190	0.180	0.189	0.285	0.303
Control Delay, s/veh	7.8	6.0	5.1	4.9	5.6	5.6
LOS	A	A	A	A	A	A
95th %tile Queue, veh	1	1	1	1	1	1

Queuing and Blocking Report

Weekday PM Peak Hour - 2040 Badger Mtn South Volumes + QDMU Trips

05/11/2022

Intersection: 1: Queensgate Drive & Keene Road

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	L	L	T	T	R	L	T	T	R	L	L	T
Maximum Queue (ft)	344	327	318	287	79	372	524	495	387	156	157	151
Average Queue (ft)	202	187	201	178	40	84	332	294	160	74	85	88
95th Queue (ft)	337	331	287	260	68	229	508	483	387	130	138	141
Link Distance (ft)	432	432	432	432			621	621				303
Upstream Blk Time (%)	0	0					1	1				
Queuing Penalty (veh)	1	1					7	7				
Storage Bay Dist (ft)					200	300			300	200	200	
Storage Blk Time (%)				4		0	20	11	1	0	0	
Queuing Penalty (veh)				10		0	16	73	3	0	0	

Intersection: 1: Queensgate Drive & Keene Road

Movement	NB	SB	SB	SB	SB
Directions Served	TR	L	L	T	R
Maximum Queue (ft)	168	597	583	381	214
Average Queue (ft)	97	403	408	201	28
95th Queue (ft)	157	785	778	318	134
Link Distance (ft)	303	2222	2222	2222	
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)				300	
Storage Blk Time (%)				2	
Queuing Penalty (veh)				5	

Intersection: 2: Queensgate Drive & Commercial Road

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	LT	TR	LT	TR
Maximum Queue (ft)	115	76	68	31	67	52
Average Queue (ft)	50	26	21	2	17	3
95th Queue (ft)	92	62	55	18	53	25
Link Distance (ft)	646	775		1698	303	303
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)			100			
Storage Blk Time (%)			0	0		
Queuing Penalty (veh)			0	0		

Queuing and Blocking Report

Weekday PM Peak Hour - 2040 Badger Mtn South Volumes + QDMU Trips

05/11/2022

Intersection: 3: Queensgate Drive & Shockley Road

Movement	WB	WB	NB	SB
Directions Served	L	R	TR	L
Maximum Queue (ft)	70	66	7	40
Average Queue (ft)	27	25	0	10
95th Queue (ft)	58	55	5	35
Link Distance (ft)	2307		478	1698
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)		100		
Storage Blk Time (%)	0			
Queuing Penalty (veh)	0			

Intersection: 4: West Access & Keene Road

Movement	EB	NB
Directions Served	TR	R
Maximum Queue (ft)	2	36
Average Queue (ft)	0	10
95th Queue (ft)	2	33
Link Distance (ft)	892	366
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 5: East Access & Keene Road

Movement	EB	WB	WB	WB	NB
Directions Served	TR	L	T	T	LR
Maximum Queue (ft)	18	64	32	39	156
Average Queue (ft)	1	25	3	4	57
95th Queue (ft)	8	57	46	64	140
Link Distance (ft)	621		356	356	321
Upstream Blk Time (%)				0	1
Queuing Penalty (veh)				0	0
Storage Bay Dist (ft)		100			
Storage Blk Time (%)			0		
Queuing Penalty (veh)			0		

Network Summary

Network wide Queuing Penalty: 124

Appendix B

Trip Generation Calculations

Query Filter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
210

LAND USE GROUP:
(200-299) Residential

LAND USE:
210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
20 Calculate

Data Plot and Equation

Legend: X Study Site, — Fitted Curve, --- Average Rate

Reset Zoom Restore

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
174

Avg. Num. of Dwelling Units:
246

Average Rate:
9.43

Range of Rates:
4.45 - 22.61

Standard Deviation:
2.13

Fitted Curve Equation:
 $\ln(T) = 0.92 \ln(X) + 2.68$

R^2 :
0.95

Directional Distribution:
50% entering, 50% exiting

Calculated Trip Ends:
Average Rate: 189 (Total), 94 (Entry), 95 (Exit)
Fitted Curve: 230 (Total), 115 (Entry), 115 (Exit)

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Query Filter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
210

LAND USE GROUP:
(200-299) Residential

LAND USE:
210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Traffic

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
20 Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
192

Avg. Num. of Dwelling Units:
226

Average Rate:
0.70

Range of Rates:
0.27 - 2.27

Standard Deviation:
0.24

Fitted Curve Equation:
 $\ln(T) = 0.91 \ln(X) + 0.12$

R^2 :
0.90

Directional Distribution:
26% entering, 74% exiting

Calculated Trip Ends:
Average Rate: 14 (Total), 4 (Entry), 10 (Exit)
Fitted Curve: 17 (Total), 4 (Entry), 13 (Exit)

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QueryFilter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
210

LAND USE GROUP:
(200-299) Residential

LAND USE:
210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Traffic

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
20Calculate

DATA STATISTICS

Land Use:
Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 4 and 6 p.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
208

Avg. Num. of Dwelling Units:
248

Average Rate:
0.94

Range of Rates:
0.35 - 2.98

Standard Deviation:
0.31

Fitted Curve Equation:
 $\ln(T) = 0.94 \ln(X) + 0.27$

R²:
0.92

Directional Distribution:
63% entering, 37% exiting

Calculated Trip Ends:
Average Rate: 19 (Total), 12 (Entry), 7 (Exit)
Fitted Curve: 22 (Total), 14 (Entry), 8 (Exit)

Data Plot and Equation

T = Trip Ends

X = Number of Dwelling Units

Study Site

Fitted Curve

Average Rate

Reset ZoomRestore

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

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QueryFilter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
220

LAND USE GROUP:
(200-299) Residential

LAND USE:
220 - Multifamily Housing (Low-Rise)

LAND USE SUBCATEGORY:
Not Close to Rail Transit

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
84

Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Multifamily Housing (Low-Rise) - Not Close to Rail Transit (220) [Click for Description and Data Plots](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
22

Avg. Num. of Dwelling Units:
229

Average Rate:
6.74

Range of Rates:
2.46 - 12.50

Standard Deviation:
1.79

Fitted Curve Equation:
 $T = 6.41(X) + 75.31$

R^2 :
0.86

Directional Distribution:
50% entering, 50% exiting

Calculated Trip Ends:
Average Rate: 566 (Total), 283 (Entry), 283 (Exit)
Fitted Curve: 614 (Total), 307 (Entry), 307 (Exit)

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Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
220

LAND USE GROUP:
(200-299) Residential

LAND USE:
220 - Multifamily Housing (Low-Rise)

LAND USE SUBCATEGORY:
Not Close to Rail Transit

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Traffic

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
84Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Multifamily Housing (Low-Rise) - Not Close to Rail Transit (220) [Click for Description and Data Plots](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 7 and 9 a.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
49

Avg. Num. of Dwelling Units:
249

Average Rate:
0.40

Range of Rates:
0.13 - 0.73

Standard Deviation:
0.12

Fitted Curve Equation:
 $T = 0.31(X) + 22.85$

R²:
0.79

Directional Distribution:
24% entering, 76% exiting

Calculated Trip Ends:
Average Rate: 34 (Total), 8 (Entry), 26 (Exit)
Fitted Curve: 49 (Total), 12 (Entry), 37 (Exit)

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SEARCH BY LAND USE CODE:
220

LAND USE GROUP:
(200-299) Residential

LAND USE:
220 - Multifamily Housing (Low-Rise)

LAND USE SUBCATEGORY:
Not Close to Rail Transit

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Traffic

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
84

Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Multifamily Housing (Low-Rise) - Not Close to Rail Transit (220) [Click for Description and Data Plots](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
59

Avg. Num. of Dwelling Units:
241

Average Rate:
0.51

Range of Rates:
0.08 - 1.04

Standard Deviation:
0.15

Fitted Curve Equation:
 $T = 0.43(X) + 20.55$

R^2 :
0.84

Directional Distribution:
63% entering, 37% exiting

Calculated Trip Ends:
Average Rate: 43 (Total), 27 (Entry), 16 (Exit)
Fitted Curve: 57 (Total), 36 (Entry), 21 (Exit)

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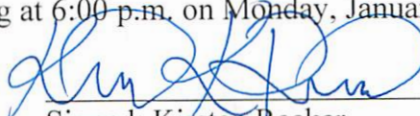
Exhibit 9 - Public Notice & Affidavits

AFFIDAVIT OF MAILING

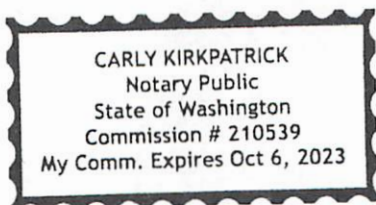
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

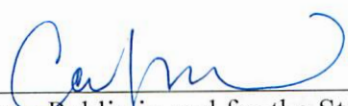
COMES NOW, Kirsten Recker, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning & Development Department for the City of Richland.
2. On the 14th day of December, 2022, I mailed a copy of the NOTICE OF APPLICATION, PUBLIC HEARING & OPTIONAL DNS (PUD2022-101 & EA2022-122) to the attached list of individuals via regular USPS or email on the date indicated above. The Richland Planning Commission will conduct a public hearing at 6:00 p.m. on Monday, January 09, 2023.


Signed: Kirsten Recker

SIGNED AND SWORN to before me this 3rd day of January 2023 by Kirsten Recker.




Notary Public in and for the State of Washington,

Carly Kirkpatrick
Print Name

Residing at Richland, WA

My appointment expires: Oct. 6, 2023

AFFIDAVIT OF MAILING - 1
Notice of Closed Record Hearing attached.
Address list attached.



CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING & OPTIONAL DNS (PUD2022-101 & EA2022-122)

Notice is hereby given that Aqtera Engineering, applicant, on behalf of Columbia Valley Property Holdings, LLC, owner, have filed an application for the proposed development commonly referred to as The Terraces at Queensgate South.

Proposal: Development of an approximately 36.21-acre mixed use development project to include 19 single family lots, 89 townhome lots and 5 open space tracts and associated street network.

Location: The project site is located upon Assessor's Parcel Nos. 122983000002004 and 122983000003003 and is generally located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge.

Public Hearing: The Richland Hearings Examiner will conduct a public hearing and review of the application at 6:00 p.m., Monday, January 9, 2023 in the Richland City Hall Council Chambers, 625 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing or by visiting the City of Richland website (www.ci.richland.wa.us) and joining via Zoom. Copies of the complete application packet, SEPA Checklist and related materials can be obtained by visiting the City of Richland website (www.ci.richland.wa.us).

Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed at www.ci.richland.wa.us.

Public Comment: Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS #35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Wednesday, December 28, 2022, to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing. Written comment will not be accepted after 6 p.m. on Sunday, January 8, 2023; however verbal comments may be presented during the public hearing.

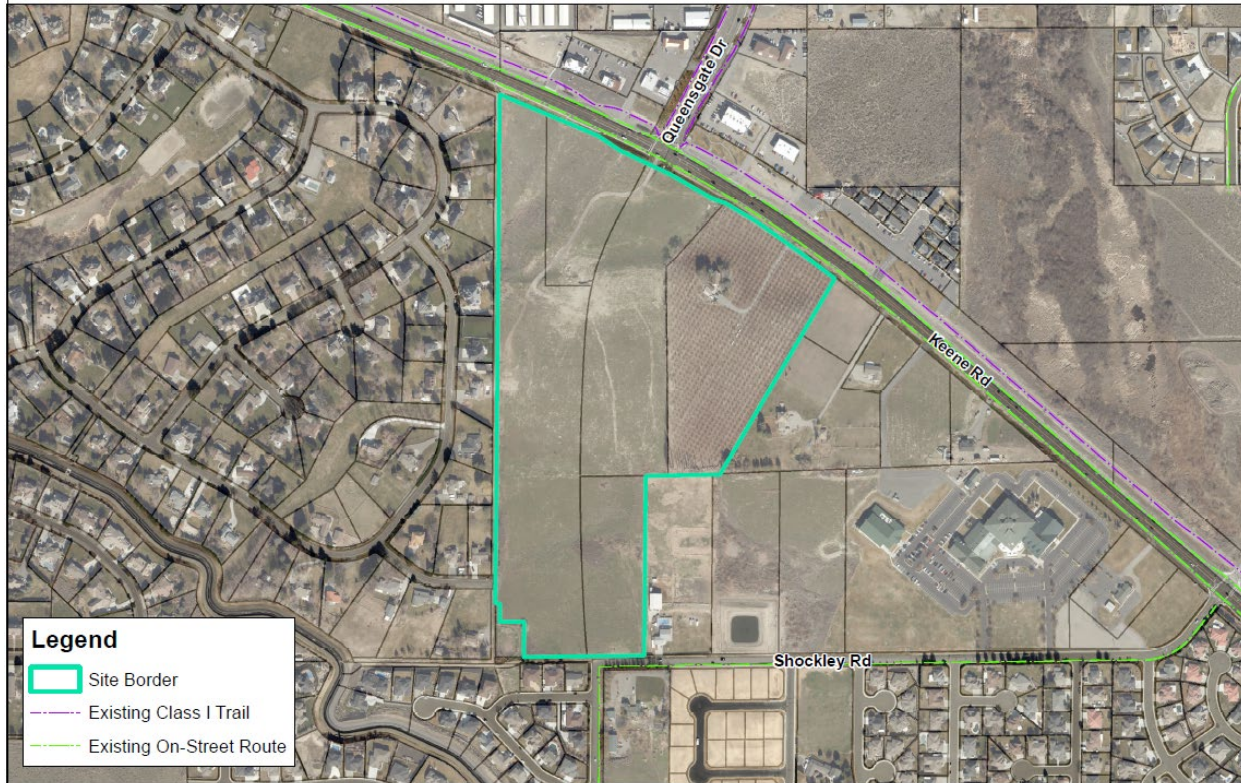
Appeal: The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: The Terraces at Queensgate South
Applicant: Aqtera Engineering
File #: PUD2022-101



0 250 500 1,000 Feet



CLIFF WILLIAM C & MARY HELEN

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RICHLAND, WA 99352-7726

CITY OF RICHLAND

625 SWIFT BLVD. MS-09

RICHLAND , WA 99352

FLORES GABRIEL

707 S 5TH UNIT 332

CONNELL, WA 99326

LIEN JR WALLACE W & TRACI E

2306 WHITETAIL DRIVE

RICHLAND , WA 99352

ZHANG XIAO

2322 COTTONTAIL LN

RICHLAND, WA 99352

GAO YEFEI & GOU LANG

2313 WHITETAIL DR

RICHLAND, WA 99352

MATSON NEAL M & DIANNE L

601 QUEENSGATE DR

RICHLAND, WA 99352

GINA HOLDINGS LLC

39 PENINSULA RD

BELVEDERE, CA 94920

BBS RICHLAND 2373 JERICHO RD WA LLC

1700 S EL CAMINO REAL STE 404

SAN MATEO , CA 94402

ASHLEY DAVID & HAMM TERESA M REECE

2450 SADDLE WAY

RICHLAND, WA 99352

CLIFF WILLIAM C & MARY HELEN

2109 KEENE RD

RICHLAND, WA 99352-7726

DEEN DAVID V & JULIE F

2340 COTTONTAIL LN

RICHLAND, WA 99352

HUANG QIUHUA & LIN XINMING

2312 WHITETAIL DR

RICHLAND , WA 99352

HARDY CAMERON M

2300 WHITETAIL DR

RICHLAND, WA 99352

MARSKE DAWN MARIE

2330 COTTONTAIL LANE

RICHLAND, WA 99352

CLEMENTS ERIC P & MARY D

2301 WHITETAIL DR

RICHLAND, WA 99352

GOULET PROPERTIES LLC

4109 WESTLAKE CT

WEST RICHLAND, WA 99353

BETHEL CHURCH

600 SHOCKLEY RD

RICHLAND, WA 99352

PIPER R KIM & KATHRYN A

780 SHOCKLEY RD

RICHLAND, WA 99352-0000

BELL JOHN R & JUDY V

1102 SADDLE WAY

RICHLAND, WA 99352-9640

DEMARS SEAN & SARAH	HATHAWAY NATHANIEL D & KATHLEEN M
2423 SADDLE WAY	2435 SADDLE WAY
RICHLAND, WA 99352	RICHLAND, WA 99352
HENSLEY GINETTE & SHON	GOETZ THOMAS G & SUSAN E
2444 SADDLE WAY	2438 SADDLE WAY
RICHLAND, WA 99352	RICHLAND, WA 99352-7705
EVANS JOEL & ASHLEY	CHRISTENSEN JENNIFER
2432 SADDLE WAY	2426 SADDLE WAY
RICHLAND, WA 99352	RICHLAND, WA 99352-7705
EDDY JAMES	LIU CHONGXUAN
2420 SADDLE WAY	1102 APPALOOSA WAY
RICHLAND, WA 99352	RICHLAND, WA 99352-9632
TAYLOR STEPHEN A & JANICE C	CITY OF RICHLAND
720 SHOCKLEY RD	625 SWIFT BLVD. MS-09
RICHLAND, WA 99352-6715	RICHLAND , WA 99352
MOORE GARY LEE & JULIETTE	JOHNSON JOHN R & CLAUDIA C
2407 LARIAT LN	2414 LARIAT LN
RICHLAND, WA 99352-9637	RICHLAND, WA 99352-9637
JOHNSON CARL R & ERINN B	PUTZ JON
2408 LARIAT LANE	1137 APPALOOSA WAY
RICHLAND, WA 99352	RICHLAND , WA 99352
CASTANEDA ORTIZ & MONTANO GABRIELA	SCHULZ TRUSTEE DUANE A & DEBORA A
80434 SAGEBRUSH RD	1119 APPALOOSA WAY
HERMISTON , OR 97838	RICHLAND, WA 99352-9632
MARTELLOTTI STEPHEN C & MICHELE I	COUNTRY RIDGE HOMEOWNERS ASSOC
1113 APPALOOSA WAY	PO BOX 844
RICHLAND, WA 99352-9632	RICHLAND, WA 99352-0844
WIRTH MARK G & MARILYN A	FROEHLICH MICHAEL A & ARIA R
2403 LARIAT LN	2402 LARIAT LN
RICHLAND, WA 99352	RICHLAND , WA 99352

MARTINKUS NATALIE & ANDREW RYAN

1120 APPALOOSA WAY

RICHLAND, WA 99352

GIES RICHARD A & MARY M

1140 APPALOOSA WAY

RICHLAND, WA 99352-9632

SAMAAN NADER A

1114 APPALOOSA WAY

RICHLAND, WA 99352

REINHART WILLIAM D & SUSAN A

1107 APPALOOSA WAY

RICHLAND, WA 99352-9632

BETHEL CHURCH

600 SHOCKLEY RD

RICHLAND, WA 99352

COLUMBIA VALLEY PROPERTY HOLDINGS LLC

16455 NE 99TH STREET

REDMOND , WA 98052

ARCHIBALD DANIEL

2346 COTTONTAIL LN

RICHLAND, WA 99352

WASHINGTON SECURITIES & INVESTMENT CORPORATION

8901 W TUCANNON AVE STE 110

KENNEWICK, WA 99336

CITY OF RICHLAND

625 SWIFT BLVD. MS-09

RICHLAND , WA 99352

GOVERNMENT

FEDERAL GOVERNMENT

0

FAIRCLOTH KENNETH F & LESLIE C

1130 APPALOOSA WAY

RICHLAND, WA 99352-9632

COUNTRY RIDGE HOMEOWNERS ASSOC

P O BOX 844

RICHLAND, WA 99352

COUNTRY RIDGE HOMEOWNERS ASSOC

PO BOX 844

RICHLAND, WA 99352-0844

MARSH QUEENSGATE PROPERTIES LLC

2632 APPALOOSA WAY

RICHLAND, WA 99352-7727

CLIFF WILLIAM C & MARY HELEN

2109 KEENE RD

RICHLAND, WA 99352-7726

ROBERTS SCOTT LEE & WORMAN RACHEL ELIZABETH

2352 COTTONTAIL LN

RICHLAND , WA 99352

GOULET PROPERTIES LLC

4109 WESTLAKE CT

WEST RICHLAND, WA 99353

HEAVY 2 LLC

1369 COUNTRY RIDGE DR

RICHLAND , WA 99352

CITY OF RICHLAND

625 SWIFT BLVD. MS-09

RICHLAND , WA 99352

WASHINGTON SECURITIES & INVESTMENT CORPORATION

8901 W TUCANNON AVE STE 110

KENNEWICK, WA 99336

WASHINGTON SECURITIES & INVESTMENT CORPORATION
8901 W TUCANNON AVE STE 110
KENNEWICK, WA 99336

PEAKE CONTRACTORS LLC
2297 MORENCY DR
RICHLAND , WA 99352

PEAKE CONTRACTORS LLC
2297 MORENCY DR
RICHLAND , WA 99352

COLUMBIA VALLEY PROPERTY HOLDINGS LLC
16455 NE 99TH STREET
REDMOND , WA 98052

COLUMBIA VALLEY PROPERTY HOLDINGS LLC
16455 NE 99TH STREET
REDMOND , WA 98052

BBS RICHLAND 2373 JERICO RD WA LLC
1700 S EL CAMINO REAL STE 404
SAN MATEO , CA 94402

PEAKE CONTRACTORS LLC
2297 MORENCY DR
RICHLAND , WA 99352

COLUMBIA VALLEY PROPERTY HOLDINGS LLC
16455 NE 99TH STREET
REDMOND , WA 98052

COLUMBIA VALLEY PROPERTY HOLDINGS LLC
16455 NE 99TH STREET
REDMOND , WA 98052

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Matthew Howie**, who, being first duly sworn upon oath deposes and says:

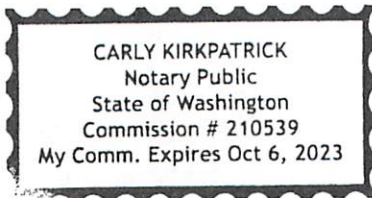
1. I am an employee in the Planning Division of the Development Services Department for the City of Richland.

2. On the 28th day of December, 2022, I posted the attached NOTICE OF PUBLIC HEARING, File Number PUD2022-101 (Planned Unit Development for The Terraces at Queensgate South) in the following location:

Southwest of the corner at Keene Road and Queensgate Drive

Signed: Matthew Howie

SIGNED AND SWORN to before me this 3rd day of January, 2023, by Matthew Howie.



Signature of Notary

Printed Name

Notary Public in and for the State of Washington,
Residing in Richland, WA

My appointment expires: Oct. 6, 2023

Please publish the following:

Type of Legal Ad:	Public Hearing Notice
Date(s) of Publication:	Sunday, December 18, 2022
Richland's TCH Account:	450543
For Invoice Text Box on TCH Invoice (Richland MUNIS Description)	PUD2022-101 & EA2022-122
For PO Box on TCH Invoice (Richland Account No. - MUNIS)	D2586000 4401
Attention:	Jen Anderson (TF)

CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING

Notice is hereby given that Aqtera Engineering, applicant, on behalf of Columbia Valley Property Holdings, LLC, owner, have filed an application for the proposed development commonly referred to as The Terraces at Queensgate South. This is a development of an approximately 36.21-acre mixed use development project to include 19 single family lots, 89 townhome lots and 5 open space tracts and associated street network. The project site is located upon Assessor's Parcel Nos. 122983000002004 and 122983000003003 and is generally located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge.

A public hearing on the proposed site plan review will be held before the Hearing Examiner on Monday, January 9, 2023 at 6:00 PM within the City Council Chambers located at 625 Swift Blvd. All interested parties are invited to attend and present testimony at the public hearing or via Zoom by visiting the City's website: www.ci.richland.wa.us.

Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed at www.ci.richland.wa.us.

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS #35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Wednesday, December 28, 2022, to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing. Written comment will not be accepted after 6 p.m. on Sunday, January 8, 2023; however verbal comments may be presented during the public hearing.

Exhibit 10 - SEPA DNS & Checklist



File No. EA2022-122

CITY OF RICHLAND

Determination of Non-Significance

Description of Proposal: Development of an approximately 20.6-acre development project to include 19 single family lots, 89 townhome lots and 5 open space tracts and associated street network (The Terraces at Queensgate South PUD).

Proponent: Aqtera Engineering
2705 Saint Andrews Loop, Suite C
Pasco, WA 99301

Location of Proposal: The project site is located upon Assessor's Parcel Nos. 122983000003003 and is generally located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge upon Revised Lot 4 of RS 5735.

Lead Agency: City of Richland

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

() There is no comment for the DNS.

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

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

Responsible Official: Mike Stevens

Position/Title: Planning Manager

Address: 625 Swift Blvd., MS #35, Richland, WA 99352

Date: January 4, 2023

Signature _____

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

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

Instructions for applicants:

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

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

Instructions for Lead Agencies:

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

Use of checklist for nonproject proposals:

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

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable: [The Terraces at Queensgate South](#)
2. Name of applicant: [Columbia Valley Property Holdings LLC](#)
3. Address and phone number of applicant and contact person:

Applicant:

Mallikarjuna R Vallem
16455 NE 99th St, Redmond, WA 98052
619.400.7845

Project Manager:

Caleb Stromstad, Aqtera Eng.
2707 St Andrews Loop, Suite C, Pasco, WA
509.845.0208

4. Date checklist prepared: June 21, 2022
5. Agency requesting checklist: City of Richland Development Services
6. Proposed timing or schedule (including phasing, if applicable):

Project design immediately following approval of request with initial construction anticipated to start in fall of 2023.

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

Yes. Phase II of the project known as the Village at Queensgate South consists of the development of an additional 22.5 acres with additional townhome development, open space, retail commercial space including a grocery, pharmacy, hotel and four two-story commercial structures with associated parking and landscaping. The second phase of development would also complete full street improvements to Queensgate Drive between Keene and Shockley Roads, including the construction of a roundabout.

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

The following environmental information has been prepared for this project and is attached

- Topographic and Record Surveys;
- Custom Soils Report;
- Geotechnical Engineering Evaluation;
- Cultural Resources Report;
- Traffic Analysis

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

No.

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

Approval of a Planned Unit Development Application and Preliminary Plat Application are needed initially. Final plat, Final Planned Unit Development approval, Public Works approval of street and utility extension designs and building permits will be required before project construction can begin.

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

The Terraces at Queensgate South is a proposed development of 20.93 acres consisting of a subdivision to create 19 single-family residential lots, 89 townhome units, and 5 open space tracts including full development of local streets and the extension of Queensgate Drive between Keene and Shockley Roads to a rural development standard. The project also includes the construction of storm drainage facilities, the extension of public utilities, and the construction of a masonry wall along the western boundary of the site.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The properties known as Queensgate South are located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge in the South Richland area and include the following assessor parcel numbers: 122983000002003, 1229830000011000, 122983000003003 and 122983000002004;

B. Environmental Elements [\[HELP\]](#)

1. Earth [\[help\]](#)

a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

The site slopes from Shockley Road on the south to Keene Road on the north, with an elevation difference of approximately 80 feet, ranging from approximately 520 feet MSL near Keene Road to 600 feet Shockley Road. A distinctive terrace, running

parallel to Keene Road at approximately 20 feet in height is located south of Keene Road between 350 and 500 feet south of Keene Road.

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

Approximately 10%.

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

The site consists of a variety of Warden silt loams, and Warden very fine sandy loams. Refer to the attached Custom Soil Resource Report.

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

No. Refer to the attached Geotechnical Engineering Evaluation prepared by Intermountain Materials Testing & Geotechnical

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

Fill and grade activities will be balanced on the site. Specific grading plans have not yet been developed but will be prepared and submitted to the City for review and approval following approval of preliminary plat and PUD applications.

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

Erosion could occur as a result of clearing and grading activities unless appropriate measures are taken during the construction process.

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

The initial phase of development would cover 18. Acres (excluding planned open space). Approximately 65% of the site would be covered with buildings, streets and sidewalks.

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

Implementation of the conclusions and recommendations included in the Geotechnical Engineering Evaluation prepared by Intermountain Materials Testing & Geotechnical.

2. Air [\[help\]](#)

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

Construction activities would generate emissions from the operation of equipment and the clearing of ground. Following construction, emissions from vehicles operated by the future residents of the project would occur. Operation of lawn care equipment and backyard barbeques could also result in some emissions.

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

None known.

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

During construction activities, once ground has been cleared, measures to reduce or eliminate wind borne dust will be implemented. After completion of construction residents may choose to operate electric vehicles and/or lawn care equipment. The mixed use nature of the project would encourage residents to walk to commercial services, which would result in a reduction of vehicle travel and emissions.

3. Water [\[help\]](#)

- a. Surface Water: [\[help\]](#)

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

No surface water is on or near the site.

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

No.

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

Not applicable.

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

No.

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

No.

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

No.

b. Ground Water: [\[help\]](#)

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

No groundwater withdrawals are proposed. Groundwater is estimated to be approximately 40 feet below surface based on Washington Department of Ecology Groundwater Well Log Database.

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

No groundwater discharges are proposed. Public sewer system would be extended to serve the proposed development.

c. Water runoff (including stormwater):

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

Runoff would be generated by development of impervious surfaces including buildings and streets. A storm drainage system would collect water from streets and pipe it to a storm pond that would be located at the northwestern corner of the site. The existing storm pond in the southwest corner of the site would be removed.

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

Not likely.

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

An existing storm drainage pond located in the southwestern corner of the site would be removed and replaced with a larger pond in the northwestern corner of the site.

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

Storm drainage plans meeting City standards will be prepared and submitted to the City for review and approval prior to construction.

4. **Plants** [\[help\]](#)

a. Check the types of vegetation found on the site:

- ☐ deciduous tree: alder, maple, aspen, other
☐ evergreen tree: fir, cedar, pine, other
☒ shrubs
☒ grass
☐ pasture
☐ crop or grain
☒ Orchards, vineyards or other permanent crops.
☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
☐ water plants: water lily, eelgrass, milfoil, other
☐ other types of vegetation

Native vegetation on site included perennial grasses and shrubs typical of Columbia Plateau shrub-steppe. The eastern 12 acres of the site (located within the Phase II portion of the project) consist of a cherry orchard.

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

Much of the native vegetation located on site was removed within the last 2 years. None of the vegetation that has established itself since then will be retained. The existing cherry orchard will also be removed during development of the Phase II portion of the project.

- c. List threatened and endangered species known to be on or near the site.

None are known to exist on-site.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

A detailed landscape plan will be prepared and submitted to the City for review and approval as a part of the Final Planned Unit Development process. Generally, landscaping will include planting of street trees and landscaping of the common open space tracts located within project and typical residential landscaping of the yards surrounding the single family residences and townhomes.

- e. List all noxious weeds and invasive species known to be on or near the site.

None are known to exist on-site.

5. **Animals** [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: hawk, heron, eagle, **songbirds**, other:
mammals: deer, bear, elk, beaver, other: **rodents, coyotes**
fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened and endangered species known to be on or near the site.

None known to exist on-site.

- c. Is the site part of a migration route? If so, explain.

The site and all of the Tri-Cities region are part of the Pacific Flyway.

- d. Proposed measures to preserve or enhance wildlife, if any:

No mitigation measures are proposed.

- e. List any invasive animal species known to be on or near the site.

None known to exist on-site.

6. *Energy and Natural Resources* [\[help\]](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Energy needed to provide services to single family residences and townhomes will primarily be supplied by electric energy and natural gas.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No. The proposed heights of residential buildings and their setbacks from project boundaries will not impact the potential use of solar energy for adjacent properties.

- c. What kinds of energy conservation features are included in the plans of this proposal?
List other proposed measures to reduce or control energy impacts, if any:

Residential building construction will comply with the provisions of the Washington State Energy Code.

7. *Environmental Health* [\[help\]](#)

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal?
If so, describe.

The project would not involve the use of any toxic chemicals, hazardous wastes or result in risk of fire or explosion beyond those normally associated with residential use.

- 1) Describe any known or possible contamination at the site from present or past uses.

There is no known hazardous or toxic waste contamination that has occurred on-site.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None known.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

No toxic or hazardous chemical storage or use is anticipated on-site.

- 4) Describe special emergency services that might be required.

No special emergency services beyond those typically required for residential development area needed.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

No specific mitigation measures are proposed.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Existing traffic noise on Keene Road is discernible from the project site.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

During the short term, construction equipment typical of grading, road building and home construction will be present on-site. In the long term, noises associated with residential neighborhoods, including traffic noise would be generated on-site.

- 3) Proposed measures to reduce or control noise impacts, if any:

During construction, equipment noise would be limited to normal working hours, as required under City code. Future residents of the site would be subject to City noise control regulations.

8. *Land and Shoreline Use* [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

The entirety of the Phase I portion of the site is vacant. Twelve acres of the Phase II area contains a single family residence and a cherry orchard. There would be a 6 foot masonry wall built along the western boundary of the site.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

None of the Phase I portion of the site has been used for agricultural purposes in recent history. Twelve acres of Phase II lands have been developed with a cherry orchard. No portion of either Phase I or Phase II areas have been designated as agricultural or forest lands of long-term commercial significance.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

There are no working forest or farm lands in the vicinity of the site.

- c. Describe any structures on the site.

There are no structures on the Phase I site. There is a single family residence and storage building located on the eastern portion of the site in the center of the existing cherry orchard.

- d. Will any structures be demolished? If so, what?

When Phase II is constructed, both the residence and storage building will be demolished.

- e. What is the current zoning classification of the site?

Ag- Agricultural and Suburban Agricultural

f. What is the current comprehensive plan designation of the site?

Low Density Residential, Medium Density Residential and Multi-Family/Office within the Phase I area and Commercial and Multi-Family Office within the Phase II area.
(Refer to attached map.)

g. If applicable, what is the current shoreline master program designation of the site?

Not Applicable.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

No.

i. Approximately how many people would reside or work in the completed project?

At full occupancy of the Phase I project, there would be an estimated 230 people residing within the project.

j. Approximately how many people would the completed project displace?

No one would be displaced.

k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable.

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The project will be developed in a manner consistent with the City's comprehensive plan, planned unit development and subdivision ordinances and a development agreement that the City has entered into with the property owner.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

Not applicable.

9. *Housing* [\[help\]](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Nineteen single family residential lots and 89 townhome lots would be included in Phase I of the project. Units would fall in the mid to high income housing range.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

No units would be eliminated in Phase I. Phase II would result in the removal of one single family residence.

- c. Proposed measures to reduce or control housing impacts, if any:

No mitigation measures are proposed.

10. Aesthetics [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Townhomes would be a maximum of 40 feet in height; single family residences would be a maximum of 30 feet. Exterior building materials used include stucco, wood and metal.

- b. What views in the immediate vicinity would be altered or obstructed?

Territorial views as experienced from adjacent properties would be altered.

- e. Proposed measures to reduce or control aesthetic impacts, if any:

The proposed townhomes are designed by a professional architect and would be attractive, modern buildings. Landscaped open spaces and street trees will help to ensure that the Terraces at Queensgate South is an attractive community. Additionally, a 6 foot masonry wall will be constructed along the western boundary of the project site.

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Lighting typical of residential development including street lights will occur within the project. Street lighting would occur from dusk to dawn.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

Properly designed lighting should not be a safety hazard, nor interfere with views.

- c. What existing off-site sources of light or glare may affect your proposal?

No existing off-site sources of lighting are anticipated to impact the project.

- d. Proposed measures to reduce or control light and glare impacts, if any:

Future development will comply with the City's adopted outdoor lighting standards.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity?

The Keene Road trail corridor is located along the northern edge of the Keene Road right-of-way, which is located immediately across Keene Road from the project site. Additionally, Trailhead Community Park, Badger Mountain Community Park and Gala Park are all within walking distance of the site.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

No existing recreational uses would be displaced.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

The project will include open space tracts, and both pedestrian and bicycle paths. As housing units are constructed, the City will collect park mitigation fees to offset the increased demand to City recreational facilities created by the future residents of the project.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.

The existing single family residence located in the northeastern portion of the site was originally constructed in 1976.

- f. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any

material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

A Cultural Resource Survey Report was conducted in November, 2021. (See attached.) No cultural resources were identified in this report.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Refer to the attached Cultural Resource report.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

The Cultural Resource Survey Report includes an Inadvertent Discovery Plan. (Refer to Exhibit B of the attached report.)

14. *Transportation* [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

The site is adjacent to and south of Keene Road and north of adjacent to Shockley Road. Access to the development would be provided through an extension of Queensgate Drive that would cross the site from north to south. A third access point, Lariat Lane provides an access point along the western property boundary. The attached preliminary plat map shows specific street locations.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

Keene Road, which is adjacent to the site is located along a transit route operated by Benton-Franklin Transit.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

Phase I development would include a minimum of 2 outdoor and two garage parking spaces for each dwelling or 432 spaces total. No parking spaces would be eliminated.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

The completed project will result in an extension of Queensgate Drive, a minor arterial road, built to City standards with multiple lanes, turn lanes, a roundabout, bicycle lanes and sidewalks. Initial phase I development will result in the northern portion of the Queensgate Drive extension built to rural standards. Other local streets within the project will be constructed to City standards. All streets within the project will be public streets.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Phase I development is estimated to generate 844 average daily trips (as detailed in the attached Trip Generation Letter as prepared by John Manex, Traffic Engineer for PBS.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

There are no agricultural or forest products produced in the area.

- h. Proposed measures to reduce or control transportation impacts, if any:

The project would result in the extension of Queensgate Drive across the site, which is an important arterial street connection called for in the City's Transportation Plan. In addition, as homes within the project are constructed, the City will collect a traffic impact fee to offset the transportation impacts created by the project.

15. *Public Services* [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

The project will meet City street width and turn-around standards to ensure that City vehicles can access the project site for normal services such as garbage collection and emergency services such as ambulance service. Additionally, fire hydrant placement and building code requirements imposed on new construction will ensure that risk of fire is minimized within the project. Park and traffic impact fees, property taxes and sales taxes imposed on the project will provide funds for the demands placed on public services.

16. Utilities [\[help\]](#)

- a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
 other Irrigation water
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.
 Electrical service, water, sewer, garbage collection to be provided by the City of Richland; Irrigation water to be provided by the Kennewick Irrigation District; Natural gas to be provided by Cascade; Phone service to be provided by Verizon. Cable provided by Spectrum.

C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Mallikarjuna Vallem
 Name of signer Mallikarjuna vallem
 Position and Agency/Organization Manager, Columbia Valley Property Holdings, LLC
 Date Submitted: 11/15/2022 Resubmitted 12/13/2022

Exhibit 11 - Agency & Public Comments

CITY OF RICHLAND PUBLIC WORKS ENGINEERING DEVELOPMENT COMMENTS

DATE: December 30, 2022

TO: MIKE STEVENS, PLANNING MANAGER

PLAT REVIEW BY: JASON REATHAFORD, ENGINEERING TECH 4
PETE ROGALSKY, PUBLIC WORKS DIRECTOR
CARLO D'ALESSANDRO, TRANSPORTATION & DEVELOPMENT MANAGER
JOHN WHITTIER, CIVIL ENGINEER 1

PROJECT NAME: THE TERRACES AT QUEENSGATE SOUTH, PHASE 1 PUD (PUD2022-101)

PROJECT LOCATION: SOUTH OF KEENE ROAD, EAST OF COUNTRY RIDGE, NORTH OF
SHOCKLEY ROAD

The Public Works Engineering Division has reviewed the preliminary PUD plat received in this office on December 14, 2022 for the above referenced property and has the following conditions.

Pre-Plat Specific Conditions

1. The limits (boundary) of this phase are not clearly depicted on the pre-plat map and need to be. Please provide a clear border of Phase 1.
2. The preliminary plat is not showing any phase lines. Phasing is not required but if the project is to be phased during construction, phasing lines need to be shown on the pre-plat map.
3. If the existing city-owned storm pond at the Southwest corner of phase 1 is relocated and the intent is to purchase and develop that parcel, utilities and access should be extended to its border as part of the phase 1 improvements.

General Conditions:

4. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically. Addendums are not allowed, all information shall be supplied in full size (and electronic) format. When construction of the public infrastructure has been substantially completed, the applicant shall provide paper and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic record drawings shall be submitted in an AutoCAD format compatible with the City's CAD software. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to final plat.
5. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
6. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning work, per RMC Chapter

12.08. The applicant shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued.

7. Public utility infrastructure located on private property will require recording of a City standard form easement prior to final acceptance of the infrastructure. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final occupancy. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City.
8. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
9. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
10. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

11. Public improvement design shall follow the following general format:
 - A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details, Public Infrastructure Design Guidelines and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.
 - B. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - C. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - D. The minimum centerline finish grade shall be no less than 0.30% and the maximum centerline finish grade shall be no more than 10.0% for local streets. 12% can be allowed for local streets for short distances.
 - E. The minimum centerline radius for local streets shall be 100-feet.
 - F. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - G. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - H. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
12. If the project will be built in phases the applicant shall submit a comprehensive master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
13. If the City Fire Marshal requires a secondary emergency vehicle access (SEVA), it shall be included in the construction plan set and be designed to the following standards:

- A. 2-inches compacted gravel, minimum (temp. SEVAs only).
- B. Permanent SEVA's shall be paved with 2-inches of asphalt, minimum.
- C. 2% cross-slope, maximum.
- D. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
- E. Be 20-feet in width.
- F. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept.

14. SURVEY MONUMENT DESTRUCTION:

All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.

- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). (WAC 332-120-030(2) and RCW 58.09.130).
- B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
- C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal, and then file a permit with the DNR. It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

- 15. The "Terraces at Queensgate South Ph.1" preliminary PUD plat is subject to the City's traffic impact fee program (RMC 12.03). Since this property is included within the traffic impact fee program, and since staff analysis indicates the project will create no unusual or unanticipated traffic impacts, it is exempt from the SEPA-related traffic study requirement (TIA). The developer of this proposed project shall receive "credits" for construction of Queensgate Drive and improvements to the Queensgate/Keene intersection as allowed under RMC 12.03.
- 16. Queensgate Drive adjacent to the phase 1 boundary shall be completed to City standards at the time of development. A complete road section (including curb & gutter, street lighting & storm drainage on both sides, and sidewalk on the west side) shall be built concurrent with phase 1 from Shockley Road to the southern limits of the future roundabout at the intersection with "Lambert Drive". As a minimum requirement Queensgate Drive shall be constructed to the City's rural section standard from that point North to Keene Road. Queensgate Drive shall be widened to 3-lanes at the intersection with Keene Road. Alternatively, the developer may, with the approval of the Public Works Director, improve Queensgate Drive and the Keene Road / Queensgate Drive intersection to include some or all of its final design features.
- 17. The developer and their engineer shall ensure that appropriate right-of-way width is provided for a future roundabout on Queensgate Drive at "Lambert Drive", and also for the street width required for the future Queensgate build-out between "Lambert Drive" and Keene Road. The final design of

Queensgate Drive and the roundabout may require additional right-of-way beyond what is proposed on the preliminary plat.

18. Improvements to the traffic signal at Queensgate Drive and Keene Road shall be completed with the extension of Queensgate Drive south of Keene Road prior to final plat of phase 1. These improvements shall include necessary signal adjustments, lane configurations, and pedestrian facilities as required by the City Traffic Engineer.
19. The Queensgate Drive improvements shall be extended across the 30-foot wide Shockley utility corridor south of this parcel boundary, and be contiguous with the existing Queensgate curb & gutter. New sidewalk shall also be extended from the end of the existing sidewalk to this parcel. A driveway shall be provided to allow for access to the utility corridor that lies west of Queensgate.
20. Widening of existing Queensgate Drive south of Shockley Road, as directed by the Public Works Director, shall be completed to ensure appropriate vehicle and bike lane widths and alignment of the drive lanes at the Queensgate and Shockley intersection. This may involve installation of turn lanes as required by the Public Works Director.
21. "Lambert Drive" (an extension of Lariat Lane) shall be constructed as a city standard full-width local street from the western plat boundary to the western limits of the future roundabout at Queensgate Drive. It shall be constructed from that point as a rural section roadway to intersect with Queensgate Drive.
22. The "Lambert Drive" right-of-way can be narrowed to 54-feet, and does not have to be 60-feet wide as shown on sheet PP05.
23. Per city standard details, a 5-foot wide separated asphalt pedestrian pathway shall be provided adjacent to all rural section roadways.
24. A note will be shown on the face of the final plat stating that Queensgate Drive is classified as a "Major Collector" street. Subsequently, no driveways accessing single family lots will be allowed directly onto it.
25. The intersections with Queensgate Drive proposed for phase 1 are acceptable as shown, but any future changes will be subject to approval by the City Engineer.
26. The centerline radius of "Lambert" Drive is depicted as 47-feet (Sheet PP05 of the pre-plat). This needs correction as per Richland Municipal Code the minimum centerline radius for a local street is 100-feet. Alternatively, the applicant can construct a city standard "Local Street Right Angle Intersection" at this curve.
27. The proposed 40-foot wide secondary emergency access (SEVA) easement between Lots 10 and 11 could be an extension of the roadway from the hammerhead turnaround to "Lambert" Drive. If the intent is for it to only be a SEVA, it can be reduced to 20-feet wide. Either way it shall be paved as it is a permanent feature.
28. Any roadways narrower than 32-feet shall have parking restricted on one side, and any roads narrower than 27-feet shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developer's expense. The restricted parking areas shall be indicated on the construction plans and the final plat.
29. The 40-foot road corridor width shown on the preliminary plat at both ends of "Chelan Drive" implies a single-frontage street standard. If this is to be the case then parking shall only be allowed on the side of the street opposite from the home frontage.

30. City standard local streets are intended to support on-street parking. This development will create a demand for parking off of the developed lots, which could be alleviated if adequate parking is provided for on the City streets. Because of the density of the housing units and the number of proposed driveways there is a need to design available spaces for on-street parking. Driveway spacing and widths shall be designed to allow for a minimum of one on-street vehicle parking space per every two dwelling units.
31. The developer and their engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet City and ADA requirements, and also provide adequate separation between driveways and/or pedestrian ramp transitions; provided that the Public Works Director shall have discretion and authority to adopt and implement an updated design standard, authorizing curb modifications or combining depressed driveway access points for adjacent lots without a transition up to normal sidewalk in between so as to facilitate a final design that provides an adequate number of on-street parking spaces.
32. Adequate right-of-way shall be provided at street corners to allow for at least 1-foot of ROW behind the pedestrian ramp landings. Crosswalks between pedestrian ramps shall be designed to City standards. Crosswalks at stop-controlled intersections shall have cross-slopes less than 2%. Crosswalks crossing thru-streets shall have cross-slopes less than 5%. The road profiles shall be designed to accommodate this.
33. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements. The “hammerheads” at either end of “Chelan Drive” shall be constructed to International Fire Code (IFC) requirements. This may require additional ROW or access easement to be dedicated.
34. Concrete sidewalks shall be installed around the entire perimeter of both hammerhead turnarounds.
35. Street names are not reviewed or vested until construction plans are submitted for review. The street names included on the pre-plat may not be approved or available during the construction plan review process.
36. Sidewalks & pedestrian pathways shall be installed along all public right-of-way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, HOA tracts, etc.).
37. Show vision-clearance triangles on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines.
38. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turnarounds built at the end of them. If the temporary turnaround is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

39. The proposed preliminary plat is located within both the Tapteal 1 and 2 water pressure zones. The closest Tapteal 1 watermain is located in Keene Road to the North, and the closest Tapteal 2 main lies in Shockley Road to the South and Lariat Lane to the West. It shall be the responsibility of the developer to extend both water mains to and through this property to adequately serve domestic water to the correct pressure zones at the time of project construction. These water mains shall be sized to adequately supply domestic water and fire flows to the proposed developments.
40. The extension of both water pressure zones into this project will require looping. Looping of the water system provides redundancy, increases flow and helps to eliminate stagnant water.

41. In accordance with municipal code, domestic water mains shall be extended to the adjoining properties adjacent to the preliminary plat, provided they are in the correct pressure zone.
42. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
43. A 10-foot wide exclusive water easement shall be provided for any water main that is outside of the public Right-of-Way.
44. The fire hydrant layout shall be approved by the City Fire Marshal.
45. In accordance with Richland Municipal Code Chapter 18.16.080, an irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for the residential portion of this development. Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer. The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.

Sanitary Sewer:

46. The closest sanitary sewer available for this development is located at in Keene Road to the North. It shall be the responsibility of the developer to extend a sewer main to and through this property to serve sanitary sewer to all parcels at the time of plat construction.
47. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
48. Sanitary sewer shall be extended to the adjoining properties adjacent to the preliminary plat.

Storm Water:

49. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. The Developer shall be responsible for compliance with the permit conditions. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
50. The proposed storm drainage and grading of all commercially zoned areas within the proposed development shall be shown on the plans (most grading and drainage plans must be prepared by a licensed civil engineer). If site contains at least 1,000 sq.ft. of new asphalt, and/or contains 30% or

more impervious surfaces, storm drainage calculations from a licensed civil engineer are required. Stormwater shall be kept on-site (on the developing commercial property that generated it). Stormwater shall not be flowed onto adjacent properties, or to the public Right-of-Way, without first obtaining written permission.

51. For commercially zoned properties; the on-site storm drainage systems shall be designed following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". Calculations shall be stamped by a registered professional Civil Engineer. The applicant's design shall provide runoff protection to downstream property owners.
52. All public storm drainage collection systems shall have their flow rate and storage capacity designed by a professional engineer following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". The storm water calculations shall be stamped by a professional engineer and shall include a profile of the storm system showing the hydraulic grade line. The calculations should include an accurate delineation of the contributing drainage area to accurately size the stormwater facilities. Passing the storm water downhill to an existing storm system will require an analysis of the downstream storm system to determine its capability of accepting the storm water without being overwhelmed. The applicant's design shall provide runoff protection to downstream property owners.
53. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
54. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
55. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
56. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 72 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not percolate within 72 hours.
57. The amount of post-development storm runoff from the proposed site shall be in compliance with RMC Chapter 16.06.
58. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
59. The parcel occupied by the stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the city's needs for maintenance.
60. The developer shall consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. The City's typical storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal. If the pond location is deemed by City staff as being in a prominent location the developer shall design and

install fencing and/or landscaping to mitigate the pond's visible character for the surrounding properties. If the City requires this type of treatment to the pond site the developer may propose landscaping treatments consistent with the development and establish maintenance responsibilities to remain with the development. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation unless the developer intends to maintain an irrigated pond site. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above.

61. The developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. At 11 months after the final acceptance date the developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected the City will begin routine maintenance of the system and basin. The developer shall replace any plantings that have failed to survive the warranty period. The developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12-months following the date of final plat acceptance.

Final Platting Requirements:

62. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
63. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements or right-of-ways for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
64. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance.
65. Ten-foot wide public utility easements will be required on the final plat along both sides of all right-of-ways within the proposed plat. They will also be required where the plat is adjacent to an existing right-of-way.
66. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
67. The final plat shall include notes identifying all common areas including any private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association. A note shall be added to the face of the final plat that states: "*The private roads are for the use and benefit of the homeowners that abut said roads, and are to be maintained by the owners. The City of Richland accepts no maintenance responsibility for private roads*".

68. A note shall be added to the face of the plat that states: "*The private drives within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable.*"
69. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
70. A one-foot "No access / screening easement" will be required along the Queensgate Drive Right of Way.
71. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
72. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.



DATE: December 28, 2022

TO: Mike Stevens, Planning Manager

REVIEW BY: Nichole Westphal, Permit Technician II

PROJECT NAME: PUD2022-101 – The Terraces at Queensgate South

1. The street labeled Lambert Dr. would be a continuation of Lariat Ln. per RMC 12.01.060(G)
2. Rainier Ln., Bing Ln., and Chelan Dr. are all duplicates of existing street names and as such are not acceptable street names.
3. Street names will be reviewed when construction drawings are submitted to the Public Works Department. When construction drawings are submitted, please include two (2) street name options for each of the new street segments and the City will review to determine acceptable street names.
4. The access easement serving lots 60-64 will need a street name.
5. The access easement serving lots 103-108 will need a street name.
6. If the City owned parcel #1-2298-300-0005-000 will ever be a building lot, the access easement serving lots 4, 18, and 19 will need a street name.
7. Addressing brackets [] are needed on all lots and tracts.



2015 South Ely Street
Kennewick, WA 99337
Customer Service 509-586-9111
Business 509-586-6012
FAX 509-586-7663
www.kid.org

January 4, 2023

Mike Stevens, Planning Manager
City of Richland – Development Services
625 Swift Blvd., MS-35
Richland, WA 99352

Subject: Review Comments for Planned Unit Development – Terraces at Queensgate South

Dear Mr. Stevens:

This letter provides Kennewick Irrigation District (KID) final review comments on Planned Unit Development No. PUD2022-101 submitted by Aqtera Engineering ("Applicant"¹). This letter supersedes the preliminary review comment letter dated December 21, 2022. The properties are generally located at 3680 Keene Road, Richland, WA 99352 in the Southwest Quarter of Section 22, Township 9 North, Range 28 East, W.M., Richland, Benton County, Washington, and includes the following parcels as they now exist in KID's systems:

- Portion of 122983000002001 (18.25 irrigable acres, 2.12 non-irrigable acres)
- Portion of 122983000002002 (3.65 irrigable acres, 1.40 non-irrigable acres)
- 122983000003002 (4.62 irrigable acres, 0.50 non-irrigable acres)
- Portion of 122983000004000 (5.47 irrigable acres, 0.14 non-irrigable acres)

The properties identified on the proposed preliminary plat are located within KID boundaries. The properties within this preliminary plat are classified as irrigable land and consist of 31.99 **irrigable** acres and 4.16 **non-irrigable** acres, for a total of 36.15 acres.

As a result of a recently completed Boundary Line Adjustment, the Assessor Parcel Numbers have changed and the property is now included in the following parcels. This change has not yet been processed by KID, or updated in KID's account system:

- 122983000002003
- 122983000002004
- 122983000003003
- 122983000011000

¹ Reference to the "Applicant" throughout this comment letter shall refer to the property owner and/or developer of the proposed plat.

Accordingly, KID provides the following comments to be included as required conditions of approval by the legislative authority under RCW 58.17.310(2):

- 1) The plat shall include the following irrigation easements consistent with KID requirements:
 - a. Dedicate to KID an irrigation easement 10 feet in width via a recorded deed to match irrigation system components, centered on an irrigation pipeline.
 - b. On all lots within the plat, dedicate to KID an irrigation easement 10 feet in width, or five (5) feet in width if adjacent to a utility easement, located along the road frontage of each lot. An irrigation easement may be included within the 'sidewalk and utility' easement if one is proposed, denoting the easement as a "Sidewalk, Utility, and Irrigation Easement."
- 2) The Applicant is required to install an irrigation system that conforms to the most recent edition of the KID Standard Specifications pursuant to Resolution 86-15-A. This includes providing distribution pipelines adequate to provide individual pressurized irrigation services to each lot within the preliminary plat. This system will be dedicated to KID upon completion, at the time of final plat.
 - a. KID Standard Specifications require a storage pond facility be constructed and sized appropriately for this plat application. Please dedicate this storage facility as a tract of land deeded to the KID. In addition, the KID Standard Specifications require a pump station facility be constructed and sized appropriately for this plat application.
 - i. The KID point of connection or irrigation water source for this development will be at the Badger East Canal, milepost 11.5 or 11.8. Please refer to the attached **Exhibit 'A'**.
 - b. **As an alternative** to a pond, pump station, and other "on-site" construction requirements per KID Standards Specifications, the Applicant and KID may mutually agree that it is in each of their best interests that other "off-site" improvements may be made to allow for the delivery of pressurized irrigation water to the plat. The other improvements would be proportionate and equal to the "on-site" requirements and may include:
 - i. Contributions made towards a regional pump facility.
 - ii. The installation of pipelines off site.
 - iii. Entering into a Voluntary Mitigation Agreement with KID.
- 3) Design of the required irrigation system must be approved by KID prior to installation. The Applicant is required to submit an irrigation plan designed by a professional engineer for review and approval by KID. The plan may be hand drawn or computer drafted. The plan shall be accurate and to a scale not to exceed one (1) inch = 50 feet. This is a vital step of the approval process. In addition to compliance with condition 2 above, the plan must ensure all reasonable measures are taken to protect any easements, rights-of-way, and facilities. Please contact Daniel Tissell at 586-6012 for more information regarding this irrigation plan.

- 4) Completion of all the facilities, consistent with an irrigation plan approved by KID, is required prior to KID signature on the final plat.
 - a. In the event any KID facilities are damaged during construction, the damage must be fully repaired to KID's then-existing standards.
 - b. For each phase of the plat, KID review and approval of construction and grading plans is required to allow KID to assure all reasonable measures to protect any easements and rights-of-way. Such review and approval will be coordinated as part of City review and the final plat approval process.
 - c. KID must inspect any new irrigation system installations or modifications. The Applicant shall contact KID to schedule an inspection at least two business days in advance of the desired inspection date.
 - d. As an alternative to immediate construction prior to approval of the final plat, the Applicant may choose to delay installation of the irrigation system by entering into a facilities installation agreement with KID. The Applicant must still provide KID with an irrigation system design that conforms to the most recent addition of the KID standard specifications. This irrigation system may be bonded and delayed up to five years. The facility installation agreement charge is \$350.00. The Applicant must establish an approved bonding mechanism with KID in an amount approved by KID.

Finally, KID requests the following additional conditions of final plat approval:

- 5) Prior to approval of each phase, the current year's assessment must be paid. If the final plat is submitted for review after May 31st of a given year or submitted for review prior to May 31st but not submitted for final approval prior to June 15th, the next year's estimated assessment (125% of the current year's assessment) must be paid prior to plat approval.
- 6) Prior to approval of the first phase, the USBR construction loan for **all parcels** owned by the property owner within the boundaries of the KID must be paid. According to KID records, the subject property is the only property owned by the property owner at this time within KID boundaries.
 - a. The current construction loan payoff rates provided by the USBR is \$13.20/acre. The total construction loan payoff amount for this project is **\$477.18**.
- 7) The review and inspection fees in place at the time of each review request must be paid. At the time of application the review fees are as follows:
 - a. A Preliminary Plat review fee of **\$825.00** which must be paid prior to scheduling for final plat approval at a KID Board meeting for the first phase.
 - b. For each phase an inspection fee of **\$350** for the first 20 lots/tracts plus \$25 per lot/tract after 20 lots/tracts.
 - c. Final plat review fee for each phase of **\$225.00**.

- 8) Per KID Policy 4.17, "Irrigable Land Recalibration Principles," as land within the plat is subdivided or developed, KID will remove the irrigation water allocation from the impermeable surfaces, such as streets, from the plats.
- 9) In order to receive KID irrigation water delivery, a water master (or point of contact) for the subdivision must be appointed. This water master can be appointed by the Homeowners Association (or similar organization) officers or must be elected from among the property owners within the boundary of this proposed subdivision. If no HOA (or similar organization) is organized, then an election method similar to the attached document is required.
- 10) Prior to approval of each phase, an electronic file (AutoCAD 2018 format or later) and hard copy (6-mil mylar, sealed by a professional engineer) of construction as-builts must be provided to KID.
- 11) Please include the following irrigation title block on future final plats related to the proposed preliminary plat:
 - a. I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, AND THAT THE IRRIGATION EASEMENTS SHOWN ON THIS FINAL PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____ A.D.
- 12) All subdivisions of land are required to be approved by the KID Board of Directors during a KID board meeting. KID board meetings are regularly scheduled on the first and third Tuesdays of each month. All conditions must be completed prior to submittal to KID for final approval. The submittal for final approval must be received by KID a minimum of two weeks prior to a regularly scheduled board meeting to be considered at that meeting.

KID reserves the following rights regarding future review of the plat:

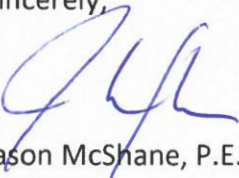
- 13) KID reserves the right to provide review comments under RCW 58.17.330(1) and RCW 58.17.330(2) in response to future design submittals by the Applicant prior to final plat approval. The scope of these reviews will be limited to phases that are adjacent to the District's ROW. KID review of construction plans will be consistent with the City's plan review timelines.
- 14) KID reserves the right to review and comment on the Applicant's plat line revisions for potential additional revisions to protect KID system components for phases that are adjacent to KID's easements or ROW.

15) KID reserves the right to review and comment on the Applicant's covenants, conditions, and restrictions to evaluate whether they should include any terms regarding protection of KID system components after construction and fencing requirements.

16) KID reserves the right to submit additional comments during the City's review process under the State Environmental Policy Act (SEPA).

Please provide notice to KID of any public meeting or hearing where this project will be an agenda item. If you have any questions regarding these comments, please contact me at the address/phone number listed below.

Sincerely,



Jason McShane, P.E.
Engineering/Operations Manager

Enc: Sample Water Master Information
Exhibit 'A'-Irrigation Service Point of Connection

cc: LB\correspondence\File: [22-9-28]
Applicant – ATTN: Caleb Stromstad, Aqtera Engineering, 2705 Saint Andrews Loop, Suite C, Pasco, WA 99301

Sample Watermaster Election Process

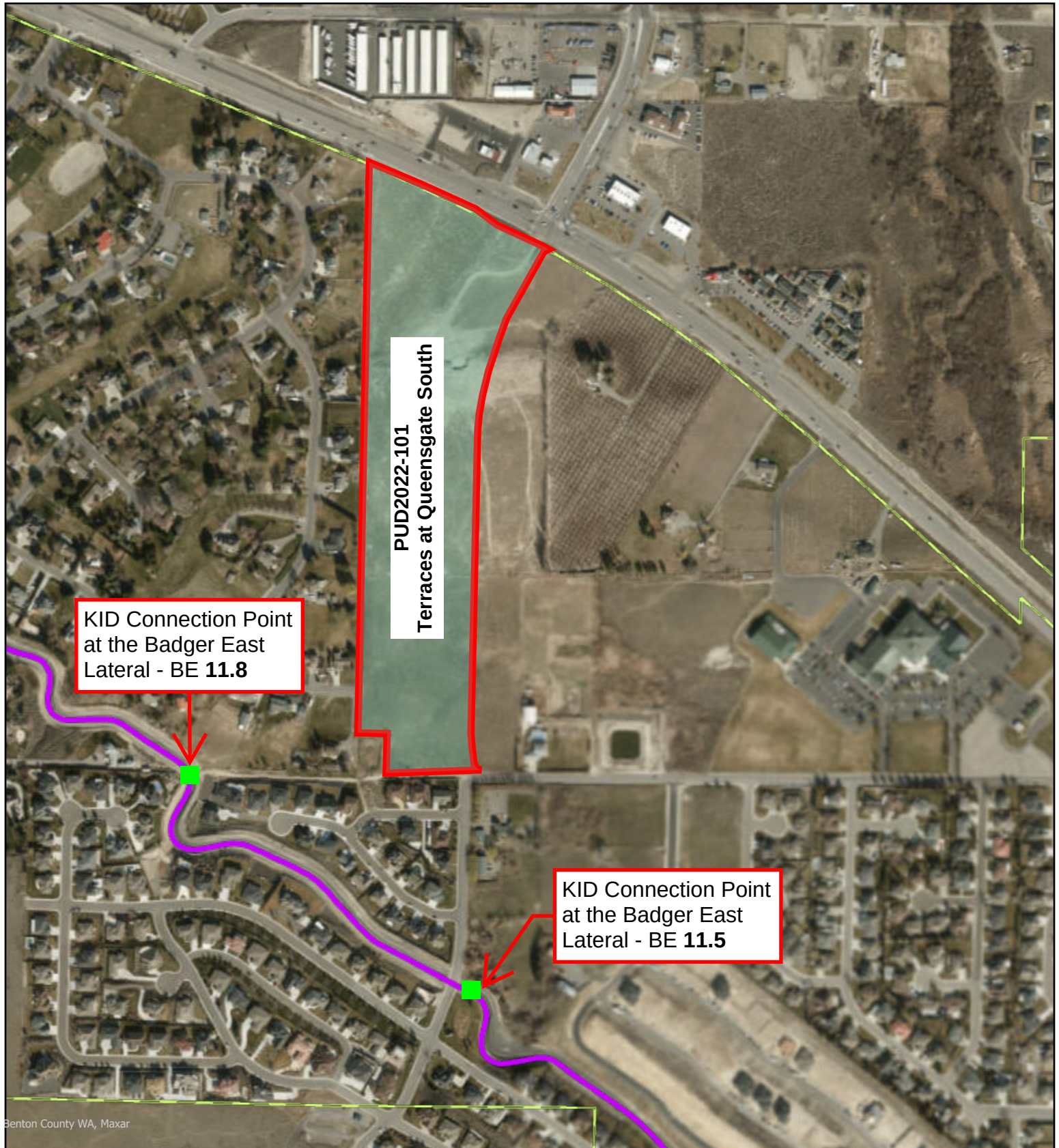
That the Water Users are deemed to agree as a condition of water delivery as follows::

- i. The LID participants will elect a Watermaster from among themselves, as follows:
 - a. Election of First Watermaster. The first Watermaster shall be elected prior to April 1, 2011, and shall be elected as described in paragraph d. below.
 - b. Resignation of Watermaster. If the Watermaster resigns, the parties shall meet at a place and time designated by the resigning Watermaster in a written notice and elect a new Watermaster, or if the Watermaster does not designate a time and a place for such a meeting, the parties shall meet at a time and a place first designated in writing by two of the parties hereto to elect a new Watermaster.
 - c. Death or Incapacity of Watermaster. If the Watermaster dies or becomes incapacitated, the parties shall meet at a time and a place first designated in writing by two of the parties hereto to elect a new Watermaster.
 - d. Elections and Replacement of Watermaster. The Watermaster shall be assigned by the elected members of the Royal Ann Estates Homeowner Association Board of Directors. If the Homeowner's Association defaults or stops functioning, the Watermaster shall be elected by and may be replaced by a sixty percent (60%) majority of the Water Users participating in the LID at an election called for by a majority of the properties that are subject hereto. Each property shall have one (1) vote. If more than one person owns a property, the owners of the property shall designate in writing the person who shall have the right to vote for that property. If the owners of the property cannot agree on the person who shall vote for the property, that property shall have no vote in the election. The owners' properties which are calling for an election or replacement of a new Watermaster shall give or cause the other parties to be given a written notice stating the place and time of the election. Any notice required under this paragraph, which notice shall be mailed by U.S. Mail as certified mail to the common address identified above for the property not more than thirty days and not less than ten days

prior to the election. Any election held hereunder shall be held in Benton County, Washington, between 6:00 p.m. and 9:00 p.m.

- ii. Powers and Duties of Watermaster. The Watermaster shall have the power and it shall be his or her duty to take all actions reasonably necessary to fulfill the purposes of this agreement, including but not limited to:
 - a. Provide a primary point of contact for KID to communicate system problems, outages, schedules, drought mitigation measures, etc.
 - b. Assist KID in providing the LID participants information regarding system problems, outages, water schedules, drought mitigation measures, etc.
- iii. Qualified Immunity of Watermaster from Liability. The Watermaster shall not be liable for any damages caused to the parcels or persons subject hereto so long as the Watermaster acts in good faith.
- iv. No water delivery unless a Watermaster is performing duties. If at any time a Watermaster no longer is performing his/her duties, as outlined above, for more than 30 days, KID will stop water delivery to the participants of the LID until a new Watermaster has been elected.
- v. Alternate Watermaster. An alternate Watermaster may be elected in the same manner as described above for the Watermaster. This alternate Watermaster can function as Watermaster for a limited time, not to exceed 60 days, in case of the elected Watermaster being unavailable.

EXHIBIT A



0 0.13 0.25 0.5
mi



Kennewick Irrigation District does not warrant, guarantee, or accept any liability for accuracy, precision, or completeness of any information shown hereon or for any inferences made there from. Any use made of this information is solely at the risk of the user and is prepared for presentation purposes only.





STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Central Region Office
1250 West Alder St., Union Gap, WA 98903-0009 • 509-575-2490

December 23, 2022

Mike Stevens
City of Richland
PO Box 190
Richland, WA 99352

Re: 202206156, PUD2022-101 & EA2022-122

Dear Mike Stevens:

Thank you for the opportunity to comment during the Optional Determination of Non-Significance process for The Terraces at Queensgate project. We have reviewed the documents and have the following comments.

WATER RESOURCES

If you plan to use water for dust suppression at your project site, be sure that you have a legal right. In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with one exception. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, up to 5,000 gallons per day used for industrial purposes, stock watering, and for the irrigation of up to one-half acre of non-commercial lawn and garden are exempt from the permitting process. Water use under the RCW 90.44.050 exemption establishes a water right that is subject to the same privileges, restrictions, laws, and regulations as a water right permit or certificate obtained directly from Ecology. Temporary permits may be obtainable in a short time-period. The concern of Water Resources is for existing water rights. In some instances, water may need to be obtained from a different area and hauled in or from an existing water right holder. If you have any questions or would like to respond to these Water Resources comments, please contact Christopher Kossik at (509) 379-1826 or email christopher.kossik@ecy.wa.gov.

Sincerely,

Tricia Sawyer

Tricia Sawyer on behalf of Lucila Cornejo, SEPA Coordinator
Central Regional Office
(509)575-2490
crosepacoordinator@ecy.wa.gov



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

December 28, 2022

Mike Stevens
Planning Manager
City of Richland
625 Swift Blvd., MS-35
Richland, WA 99352

In future correspondence please refer to:
Project Tracking Code: 2021-10-06966
Property: Queensgate Development Project
Re: Concur with Survey

Dear Mike Stevens:

Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance with Washington State law. Should additional information become available, our assessment may be revised.

We concur with the results and recommendations made in the survey report. Specifically, as no archaeological resources were found during the survey, we do not recommend further archaeological supervision of the project. However, we ask that an Inadvertent Discovery Plan (IDP) be included as part of the construction permit.

Please note that the recommendations provided in this letter reflect only the opinions of DAHP. Any interested Tribes may have different recommendations. We appreciate receiving any correspondence or comments from Tribes or other parties concerning cultural resource issues that you receive.

Thank you for the opportunity to comment on this project. Please ensure that the DAHP project Tracking Number is attached to any future communications about this project.

Should you have any questions, please feel free to contact me.

Sincerely,

Sydney Hanson
Local Government Archaeologist
(360) 280-7563
Sydney.Hanson@dahp.wa.gov

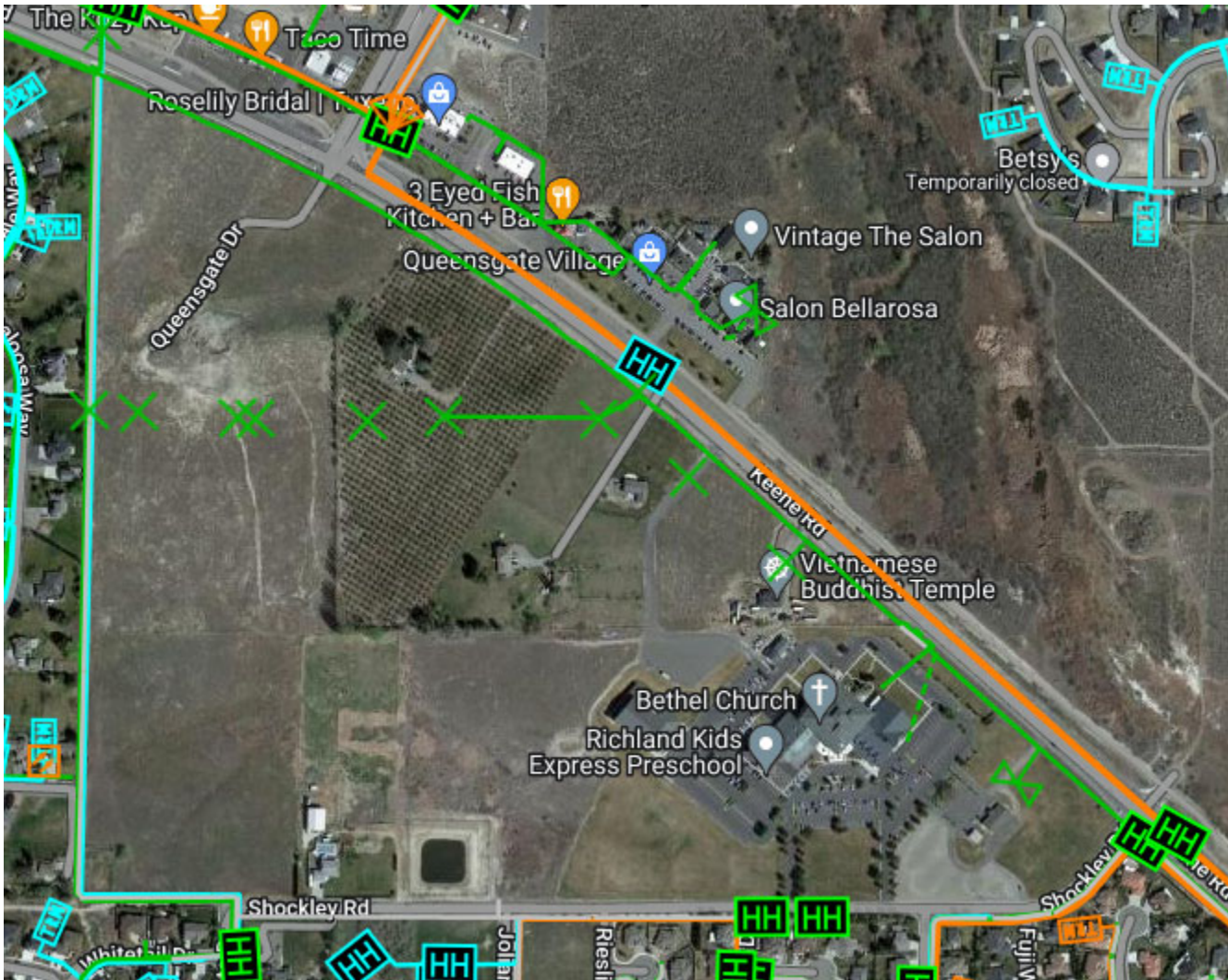


Stevens, Mike

From: Cichy, Katherine <katherine.cichy@ziply.com>
Sent: Friday, December 16, 2022 12:18 PM
To: Stevens, Mike
Subject: RE: PUD 2022-101 The Terraces at Queensgate

Mike,

Ziply has some aerial cable on parcel 122983000001009 (see picture below) We also have underground service on the west side of the whole proposed property and south side of Keene Rd.



Thank you,

Katherine Cichy
OSP Engineer
509-410-5035



From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Sent: Wednesday, December 14, 2022 1:26 PM

To: Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Ashley Garza <agarza3605@gmail.com>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Damrell, Kevin <kdamrell@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrogers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Doan, Charles <cdoan@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; FormerOrchards@ecy.wa.gov; Gary Graff <gary.graff@ecy.wa.gov>; gis@co.benton.wa.us; Greg Wendt <greg.wendt@co.benton.wa.us>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Jason McShane <jmcshane@kid.org>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; John Lyle <john.lyle@bentoncleanair.org>; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Cichy, Katherine <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Tovey, Michael <michael.tovey@ziply.com>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Robin Priddy <robin.priddy@bentoncleanair.org>; Sarah Gates <s.gates@bces.wa.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Sean Domagalski <seand@bfhd.wa.gov>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; Tyutyunnik, Ruvim <rtutyunnik@CI.RICHLAND.WA.US>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>; William Simpson <william.simpson@commerce.wa.gov>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>

Subject: PUD 2022-101 The Terraces at Queensgate

WARNING: External email. Please verify sender before opening attachments or clicking on links.

Attention:

The City of Richland is hereby informing you that Aqtera Engineering, applicant, on behalf of Columbia Valley Property Holdings, LLC, owner, have filed an application for the proposed development commonly referred to as The Terraces at Queensgate South.

The proposal is to create a Planned Unit Development (PUD) that includes 19 single family lots, 89 townhome lots and 5 open space tracts along with associated infrastructure and street network. The project site is located upon Assessor's Parcel Nos. 122983000002004 and 122983000003003 and is generally located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge.

The Richland Hearings Examiner will conduct a public hearing and review of the application at 6:00 p.m., Monday, January 9, 2023 in the Richland City Hall Council Chambers, 625 Swift Boulevard.

The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development.

Application materials can be found at: <https://www.ci.richland.wa.us/home/showpublisheddocument/14281> (Unable to attach to email due to file size).

Please review and submit any comments your agency may have by 5:00 PM, Friday, December 30, 2022.

Thank you,



Mike Stevens
Planning Manager
625 Swift Blvd., MS-35 | Richland, WA 99352
(509) 942-7596

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Stevens, Mike

From: Acevedo, Mizael
Sent: Tuesday, December 20, 2022 2:29 PM
To: Stevens, Mike
Cc: Buechler, Ken
Subject: RE: PUD 2022-101 The Terraces at Queensgate

Mike,

At this time, this is the only comment I have.

Prior to development of individual lot(s), a grading permit and/or geotechnical investigation may be required; investigations shall be performed in accordance with IBC Section 1803.

FYI: I can't recall if the proposed townhome buildings containing more than 4-units will have an automatic fire sprinkler system, but it is a general requirement per IRC Section 313.1 Exception #2 and would need to be addressed on future building applications.

Best regards,

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Wednesday, December 14, 2022 1:26 PM
To: Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Ashley Garza <agarza3605@gmail.com>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Damrell, Kevin <kdamrell@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodders@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Doan, Charles <cdoan@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; FormerOrchards@ecy.wa.gov; Gary Graff <gary.graff@ecy.wa.gov>; gis@co.benton.wa.us; Greg Wendt <greg.wendt@co.benton.wa.us>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Jason McShane <jmcsbane@kid.org>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; John Lyle <john.lyle@bentoncleanair.org>; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; M. Deklyne <mjddeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Robin Priddy <robin.priddy@bentoncleanair.org>; Sarah Gates <s.gates@bces.wa.gov>; Schiessl, Joe

<JSchiessl@CI.RICHLAND.WA.US>; Sean Domagalski <seand@bfhd.wa.gov>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; Tyutyunnik, Ruvim <rtutyunnik@CI.RICHLAND.WA.US>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>; William Simpson <william.simpson@commerce.wa.gov>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>

Subject: PUD 2022-101 The Terraces at Queensgate

Attention:

The City of Richland is hereby informing you that Aqtera Engineering, applicant, on behalf of Columbia Valley Property Holdings, LLC, owner, have filed an application for the proposed development commonly referred to as The Terraces at Queensgate South.

The proposal is to create a Planned Unit Development (PUD) that includes 19 single family lots, 89 townhome lots and 5 open space tracts along with associated infrastructure and street network. The project site is located upon Assessor's Parcel Nos. 122983000002004 and 122983000003003 and is generally located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge.

The Richland Hearings Examiner will conduct a public hearing and review of the application at 6:00 p.m., Monday, January 9, 2023 in the Richland City Hall Council Chambers, 625 Swift Boulevard.

The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development.

Application materials can be found at: <https://www.ci.richland.wa.us/home/showpublisheddocument/14281> (Unable to attach to email due to file size).

Please review and submit any comments your agency may have by 5:00 PM, Friday, December 30, 2022.

Thank you,



Mike Stevens
Planning Manager
625 Swift Blvd., MS-35 | Richland, WA 99352
(509) 942-7596

Disclaimer: Emails and attachments sent to or from the City of Richland are public records subject to release under the Washington Public Records Act, Chapter 42.56 RCW. Sender and Recipient have no expectation of privacy in emails transmitted to or from the City of Richland.



December 28, 2022

Mike Stevens, Planning Manager
City of Richland
625 Swift Boulevard, MS #35
Richland, WA 99352

sent via email only: mstevens@ci.richland.wa.us

RE: The Terraces at Queensgate South
Hearing Date: January 9, 2023

Dear Mr. Stevens,

Country Ridge HOA has the following objections to the Planned Unit Development (PUD) Application submitted by Aqtera Engineering, on behalf of Columbia Valley Property Holdings, LLC's, (hereinafter "The Developer"). By way of background, in August of 2010, Country Ridge Homeowners Association, The City of Richland, and the Developer's predecessors in interest entered into a Settlement Agreement recorded under Benton County Auditor's No. 2010-024274 that attached to and ran with land. Also, in August 2010 a Development Agreement was entered into by the City of Richland and the Developer's predecessors in interest, recorded under Benton County Auditor's No. 2010-024273, city contract No. 92-10. In 2022, said Development Agreement was amended under City Ordinance No. 2022-03.

1. Country Ridge HOA objects to the Developer's requests for reduced front and rear setbacks for the R1-12 single family homes to be constructed along the western boundary of the project site and abutting Country Ridge HOA. Current R1-12 zoning requires 25' rear setbacks and 20' front setbacks. The Developer is requesting 15' front and 15' rear setbacks. Pursuant to the Settlement Agreement and the Development Agreement, Country Ridge HOA is entitled to a residential buffer of two tiers of single-family residential lots separated by a road corridor. The reduction in setbacks shrinks this residential buffer. The lot depth in the requested application for the single-family homes is 75', which means that with the requested 15' setbacks this leaves 45' depth to build the single-family homes. Country Ridge HOA requests that the City require the Developer to abide by the R1-12 setbacks as codified in Richland Code. With the same footprint for construction of the homes, the residential buffer along Country Ridge would then be 234' before the townhomes, i.e. 25' rear setback + 45' single family home + 20' front setback x2 rows + 54' road corridor. Country Ridge HOA feels that a 234' residential buffer should be the minimum required distance between it and any commercial or medium density zoning.
2. The Settlement Agreement and Development Agreement require the developer to construct a solid masonry wall along the entire border of the Country Ridge development between Keene Road and Shockley Road. To adequately protect from noise, sight, and light, Country Ridge requests that said masonry wall be 8' in height and be completed prior to building any residential structures.
3. To protect Country Ridge HOA homes from sight obstructions and to avoid neighbors peering into Country Ridge HOA back yards, Country Ridge HOA requests that the homes within the residential buffer be limited to single story homes.



4. Country Ridge HOA, requests that the Developer be required to stub sewer and natural gas lines (if applicable) at the western boundary of the project site where the future Lambert Dr. connects to the existing Lariat Ln.
5. As referenced above the Developer is obligated to provide a residential buffer along the boundary with Country Ridge. Under the proposed PUD application, the Developer has asked for approval to place stormwater catch ponds in the northwest corner of the project sight in lieu of the anticipated single-family homes separated by a road corridor. The Developer is also reducing the width of the 'residential buffer' in that area to 175'. Country Ridge requests that the city mandate that the width of residential buffer be consistent along the Country Ridge Boundary at 232'. Country Ridge HOA does not object to the location of these catch ponds within the residential buffer, but requests that its property and the Country Ridge HOA homes be adequately screened from noise, light, and the unseemly views of the anticipated commercial development in Phase II. Therefore, Country Ridge HOA requests that the Developer be required to install landscaping along the western boundary of the property (east of the masonry wall) surrounding the stormwater ponds to provide dense screening from headlights, noise, and unseemly views. In addition, The Developer should be required to construct and install irrigation to ensure the long-term existence and maintenance of the required landscaping. The trees and shrubs to be installed should be of a size necessary to immediately and adequately screen Country Ridge HOA houses without having to wait for said landscaping to grow to mature size. Landscaping should be completed as soon as possible, but not later than by the City of Richland's approval of Phase II. Finally, while the Developer owns any lots within the project site, it should be required to replace any dead or dying landscaping and to add additional trees or shrubs to ensure adequate screening.
6. The Developer is also seeking approval to place a commercial truck access road within the residential buffer connecting to Keene Road to the future commercial development in Phase II. If the city approves said access road, Country Ridge HOA requests that the Developer be required to install an eight-foot masonry wall along the western side of said commercial/truck entrance off of Keene in order to shield HOA houses from truck noise and lights as they exit and traverse through the residential buffer.
7. Finally, Country Ridge HOA requests that the Developer be required to maintain the landscaping and fencing in good condition while the Developer owns any lots within the project site and to form one or more homeowners' associations, with not less than 89 units, that will take over said maintenance obligations and to maintain all common areas on the project site after the Developer no longer owns lots with the project site.

Sincerely,

Max Schneider, President
Country Ridge HOA

Stevens, Mike

From: whalehome@charter.net
Sent: Wednesday, December 28, 2022 3:20 PM
To: Stevens, Mike
Subject: FW: PUBLIC CONCERN - THE TERRACES AT QUEENSGATE SOUTH

From: whalehome@charter.net
To: "mstevens2@ci.richland.wa.us"
Cc:
Sent: Wednesday December 28 2022 5:17:20PM
Subject: PUBLIC CONCERN - THE TERRACES AT QUEENSGATE SOUTH

Mr. Mike Stevens
Planning Manager
City of Richland

We are writing again to express our concerns regarding another proposed housing development impacting our area. Our greatest concerns are safety and environmental impacts that come with over 108 new dwellings. Please allow adequate time for a thorough environmental review as well as a safety review to determine potential harm to public safety. Also allow adequate time for public review and comment. A NLT date of 12/28/22 for inclusion in the staff report for 01/09/23 hearing was not reasonable.

Respectfully,
James and Margo Qualheim
2507 Palomino Court
Richland, WA

December 26th, 2022

Mr. Mike Stevens,

Planning Manager,

625 Swift Boulevard, MS-35, Richland, WA 99352.

mstevens@ci.richland.wa.us.

RE: Comments on The Terraces at Queensgate South Development Plan application

Dear Mr. Stevens,

I am a resident of the Country Ridge neighborhood on the east side, my house is directly bordering this new development. While the developer is seeking approval for Phase I of the development, it is almost impossible to separate Phase I from Phase II to understand how this development will impact current residences. As most of the south Richland residences nearby this new development, I will be negatively impacted by this new development for the following reasons:

Negative Impact Converting Quiet (country style life) South Richland neighborhoods into a noisy downtown style with very high density residential buildings and large scale commercial developments

- a. As described in the developer application, the two phases of this development will result in *"19 large single family lots, 260 townhome units, a grocery, pharmacy, four two, story commercial buildings and a hotel"*, which will clearly negatively impact Quiet South Richland neighborhoods adjacent to this development converting it into a new downtown with associated noise, pollution, view blockage with large building blocks, traffic congestions, crime rate increase and consequently reduced property values.
- b. The proposed 89 townhomes in Phase 1, are as small as 1,525 sq. ft., this will be the highest residential density in this area, in the developer application, page 7, there is a table that shows the highest density is 3 housed per acre in south Richland neighborhood. To accommodate all these tiny townhomes, the developer is proposing 3 story design with a height up to 40 feet, blocking any view from the current adjacent residences. The townhomes should not be more than 2-story building.
- c. These tiny townhouses have no green areas, only 2.88 acres as 5 open space tracts will be shared between 89 families, assuming 4 members per family in average, that means almost 360 residences are sharing less than 3 acres of green area.

- d. The large scale commercial development proposed by the developer will convert the life of current residences into a nightmare similar to the commercial hub in Duportail Street with the daily traffic accidents, crowdedness, pollution and noise that by no means suitable for residential areas. There is no justification for such large scale commercial development given that there is already a commercial hub nearby that is far from residential areas with many land lots are still available for commercial development. This will be the largest commercial development on this side of Keene Rd all the way from West Richland to Gage Blvd.
- e. The proposed Grocery and Pharmacy shown as the 1-story retail building will be almost in the backyard of the houses in the East side of Country Ridge neighborhood with daily truck loading and unloading, large volume of cars entering and leaving the large parking lot with significant amount of night light pollution with the associated privacy invasion that will make it impossible for the residences on this side to open any window or enjoy their backyard. There is no need for such stores in this area given that there 4 different grocery stores within few miles. There is no other place in the City of Richland where grocery stores are built in the middle of residential neighborhoods.
- f. Any commercial development should be a small scale residential friendly similar to Queensgate Village on the other side of the Keen Rd in front of this project.

Negative Traffic Impact on Country Ridge Residences Streets:

- a. With the proposed very high density residential townhomes and large scale commercial developments, it is very likely the proposed Roundabout at Queensgate extension will be congested and drivers will be looking for other short cuts, driving into the proposed Lambert Drive, into Lariat Lan, into lower Appaloosa way, into Saddle way. Residences in East Country Ridge will be double impacted with the Traffic in Lambert Drive near their backyard which will show up again in their front yard either on lower Appaloosa Way or Saddle way.
- b. The proposed roundabout is so near to Keen Rd, which will result in cars packing up in Keen Rd, trying to make a right turn into this new development with a congested Roundabout, consequently it will be more difficult for Country Ridge residence to make right turn from Country Ridge Rd into Keen Rd.

Violation of the August 24th, 2010 Settlement Agreement:

The proposed development plan violates the 2010 Settlement Agreement between City of Richland, Land Owners, Mr. Richard Foreman and Country Ridge Home Owner association as follows:

Phase 1 Violations of the 2010 Settlement Agreement:

1-The single family homes are violating R-1-12 requirements as the developer states in page 12 of the application (5 feet reduction in the rear backyard, reduction in the front yard set back), while the developer call these as two minor setback, it is clearly code violation.

2-Proposing side entry garage should not be allowed, as that will negatively impact Country Ridge residences in terms of car noise and pollution, as the driveway will be almost in their back yard.

3-The proposed town homes is not considered "medium density" as stated in section 2.2. in the Settlement, as it is proposed with 3 story, 40 feet height. These will be the highest residential building in this area of Richland.

Phase 2 Violations of the 2010 Settlement Agreement:

1-The developers is proposing a grocery and a pharmacy as commercial property East of Queensgate in more than 3 acres, this violates section 2.2 that states:

"Commercial Property west of Queensgate :2.75 acres"

"Office : 2.93 acres"

2-The proposed commercial development violates section 2.4/D that states:

The city will ensure the use of sight and sound buffers or transitions
in zones non-combatable land use

No such buffer is proposed between the proposed grocery/pharmacy and Country Ridge houses, just drainage ponds.

Violation of the Development Agreement between the City of Richland and the previous landowners:

Phase 1 violations of Development Agreement:

- The proposed Lambert Drive design violates section 10-j that requires traffic calming measure, as no such measures are proposed.

Phase 2 violations of Development Agreement:

- Section 10-e, set restrictions on light, height, and the location of truck loading and unloading,

The proposed grocery and pharmacy on the east side of Queensgate violates this term with no adequate buffer proposed, just a pond hat will not prevent the noise, light or truck loading and unloading.

- the developer is proposing an entry from Keen Rd to the proposed Retail east of the Queensgate, which will negatively impact the houses on east side of Country Ridge neighborhood. This entry violates section 10-f

I strongly urge Richland city staff and the Examiner to reject the developers plan until all the issues above are resolved.

Sincerely,
Nader Samaan, PhD, PE
1114 Appaloosa Way
Richland, WA



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/2/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-63, Authorizing an Interlocal Agreement with the Cities of Kennewick, Pasco and West Richland and the Benton-Franklin Health District for Funding the Operation of a Regional Algal Bloom Laboratory Screening Service

Department/Office
Public Works

Ordinance/Resolution Number:
2023-63

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-63, authorizing the City Manager to sign and execute an interlocal agreement between the cities of Kennewick, Richland, Pasco and West Richland and the Benton-Franklin Health District for harmful algal bloom laboratory screening services.

Summary:

The cities of Kennewick, Richland and Pasco (the "Cities") access the Columbia River for potable water supply, withdrawing, treating and delivering Columbia River water to their residents. West Richland purchases treated water provided by Richland for a substantial portion of its potable water supply.

In 2021, harmful algae blooms (HABs) and associated toxins were detected and monitored in the Columbia River. HABs and their associated toxins are an emerging risk to water utilities across the United States, but at present are not regulated by the United States Environmental Protection Agency (EPA) or the Washington State Department of Health (DOH).

Laboratory services are needed to effectively monitor and mitigate the risk posed by HABs and associated toxins. During the 2021 HAB event, the Cities discovered that laboratory services were not sufficiently responsive to enable confident monitoring and mitigation of the risks. In July 2022, the Cities, with support DOH, created a regional management plan addressing the risks posed by HABs to the region's public water supplies. The DOH and the Benton-Franklin Health District (BFHD) partnered to equip BFHD with equipment and training to establish a local capability for screening untreated water samples for the presence of toxins associated with HABs. Operation of the BFHD laboratory water screening process requires funding. The proposed interlocal agreement will fund the BFHD laboratory services for the next five (5) years, providing an ongoing service to meet the Cities' needs.

Richland's best interests are served by collectively funding its fair share of the BFHD laboratory operation as an element of the harmful algae bloom management plan.

Staff recommends adoption of Resolution No. 2023-63.

Fiscal Impact:

Richland will pay 2/7th of the cost of total laboratory costs, which will be funded by the Water Operations 2023 operating budget.

Attachments:

1. Resolution No. 2023-63
2. Proposed Regional Algal Bloom Laboratory Screening Service Interlocal Agreement

RESOLUTION NO. 2023-63

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE BENTON-FRANKLIN HEALTH DISTRICT AND THE CITIES OF KENNEWICK, RICHLAND, PASCO AND WEST RICHLAND FOR OPERATION OF A REGIONAL ALGAL BLOOM SCREENING LABORATORY SERVICE.

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes local governments such as the Parties to contract for the joint conduct of activities which each of the Parties is individually authorized to perform; and

WHEREAS, the cities of Kennewick, Richland and Pasco (the “Cities”) access the Columbia River for potable water supply, withdrawing, treating and delivering Columbia River water to their residents. West Richland purchases treated water provided by Richland for a substantial portion of its potable water supply; and

WHEREAS, in 2021, harmful algae blooms (HABs) and associated toxins were detected and monitored in the Columbia River; and

WHEREAS, HABs and their associated toxins are an emerging risk to water utilities across the United States, but at present are not regulated by the United States Environmental Protection Agency (EPA) or the Washington State Department of Health (DOH); and

WHEREAS, in July 2022, the Cities, with support from DOH, created a regional management plan addressing the risks posed by HABs to the region’s public water supplies; and

WHEREAS, during HAB mitigation and response efforts in 2021, the availability of laboratory services to support the regional monitoring needs was identified as a weak link potentially impacting effective management of the risk; and

WHEREAS, the Washington State Department of Health and Benton-Franklin Health District (BFHD) have partnered to equip BFHD with equipment and training to establish a local capability for screening untreated water samples for the presence of toxins associated with HABs; and

WHEREAS, operation of the BFHD laboratory water screening process requires funding; and

WHEREAS, the Cities’ best interests are served by collectively funding a fair share of the BFHD laboratory operation as an element of the harmful algae bloom management plan because the BFHD laboratory will be more responsive and less expensive than alternative service providers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement between the cities of

Kennewick, Richland, Pasco and West Richland and the Benton-Franklin Health District for the operation of a regional algal bloom screening laboratory service.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of May, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

INTERLOCAL COOPERATION AGREEMENT

Between

**Cities of Kennewick, Richland, Pasco, West Richland, and the
Benton Franklin Health District**

For

Funding the Operation of a Regional Algal Bloom Laboratory Screening Service

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this ____ day of _____, 2023 by and between the **City of Kennewick** (hereinafter "Kennewick"), the **City of Richland** (hereinafter "Richland"), the **City of Pasco** (hereinafter "Pasco"), the **City of West Richland** (hereinafter "West Richland"), all municipal corporations of the State of Washington and referred to collectively as the "Cities", and the **Benton-Franklin Health District** (hereinafter "BFHD"), a Washington public health district formed pursuant to Ch. 70.46 RCW. The Cities and BFHD are referred to collectively herein as the "Parties" and individually as a "Party". This Agreement is made in conformance with and under the authority granted by Ch. 39.34 RCW, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, the Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes local governments such as the Parties to contract for the joint conduct of activities which each of the Parties is individually authorized to perform; and

WHEREAS, the Cities access the Columbia River for potable water supply. Richland, Kennewick and Pasco withdraw, treat, and deliver Columbia River water to their residents. West Richland purchases treated water provided by Richland for a substantial portion of its potable water supply; and

WHEREAS, in 2021, harmful algae blooms (HABs) and associated toxins were detected and monitored in the Columbia River; and

WHEREAS, HABs and their associated toxins are an emerging risk to water utilities across the United States, but at present are not regulated by the United States Environmental Protection Agency (EPA) or the Washington State Department of Health; and

WHEREAS, in February 2022, the Cities executed an interlocal agreement to create a management plan addressing the risks posed by HABs to the region's public water supplies; and

WHEREAS, in April 2022, the Parties executed an interlocal agreement to fund the operation of a regional algal bloom laboratory screening service, and that agreement has since expired; and

WHEREAS, during the 2021 HAB mitigation and response efforts, the availability of laboratory services to support the regional monitoring needs was identified as a weak link potentially impacting the effective management of the risk; and

WHEREAS, the Washington State Department of Health and BFHD have partnered to equip BFHD with equipment and training to establish a local capability to screen untreated water samples for the presence of toxins associated with HABs; and

WHEREAS, there is a need to fund ongoing operation of the BFHD laboratory water screening process; and

WHEREAS, the Cities' best interests are served by collectively funding a fair share of the BFHD laboratory operation as an element of its harmful algae bloom management plan because the BFHD laboratory will be more responsive and less expensive than alternative service providers.

NOW, THEREFORE, the Parties hereby agree as follows:

II. Agreement

Section 1. Purpose

The purpose of this Agreement is to authorize a collaborative effort between the Parties to fund a harmful algae bloom water quality laboratory screening program in support of the regional Quad-City Algal Bloom Management and Response Plan.

Section 2. Legal Entity

No separate legal or administrative entity is created upon execution of this Agreement.

Section 3. Administration

For purposes of this Agreement, BFHD shall be the administrator and shall operate the harmful algae bloom screening laboratory and issue invoices to the Cities for laboratory services provided as described below.

Section 4. Costs, Funding and Contributions

BFHD laboratory testing expenses for untreated drinking water samples collected and delivered by the Cities shall be shared between Richland, West Richland, Pasco and Kennewick. BFHD, Richland, Kennewick, and Pasco shall each contribute an amount equal to 2/7 (28.6%) of the laboratory operating costs. West Richland shall contribute an amount equal to 1/7 (14.3%) of the laboratory operating costs. BFHD shall issue invoices to Richland, West Richland, Pasco, and Kennewick for the Cities' respective share of the expenses. Laboratory testing shall be provided at a flat rate of \$65.00 per test, based on the actual cost for providing the services and include time, materials, and indirect costs per BFHD Fee Policy. Testing fees will be reviewed annually and adjusted as costs change. Upon request, BFHD will provide an estimate for budgeting purposes to the Cities. BFHD shall submit monthly invoices via e-mail to the Billing/Financial contact of each city (or their successor) listed in **Exhibit A**.

Section 5. Water Quality Screening Program Responsibilities

BFHD will operate a laboratory using the ELISA analysis method that will be used to analyze untreated Columbia River water samples. The ELISA method is intended to provide screening for the presence of HAB-related toxins, but is not sufficient to accurately quantify specific concentrations of toxins that are needed for treatment process controls and public information. The intended program involves one (1) sample run every second and fourth Tuesday of each month beginning in early April through the end of November. BFHD will provide sample bottles and sample collection instructions to Richland, Pasco and Kennewick. Richland, Pasco and Kennewick will collect and deliver untreated Columbia River water samples to the BFHD on the designated days. BFHD will complete the laboratory analysis and provide preliminary results on or before the end of the business day following sample delivery.

In accordance with the Regional Quad-City Algal Bloom Management Plan, if algae bloom-related toxins are detected in the BFHD ELISA analysis, Richland, Pasco, and Kennewick will begin

analytical sampling of untreated and finished water samples at their water treatment plants. The analytical sampling will use another laboratory for the sample analysis. Richland, Pasco and Kennewick will cease delivering samples to BFHD's screening laboratory until such time as the Cities, operating under the terms of the Regional Algal Bloom Management Plan and the Washington State Department of Health regulatory oversight, cease analytical sampling at the water treatment plants. During analytical sampling, the cost-sharing approach to the BFHD ELISA laboratory will be suspended. If the BFHD ELISA laboratory is reactivated for municipal water supplies, the cost-sharing approach will resume.

Section 6. Property

No real or personal property shall be acquired as a consequence of the execution of this Agreement. Each Party shall own and receive its own copy of BFHD laboratory analysis reports produced as a result of this Agreement.

Section 7. Additional Resources

BFHD, Richland, Kennewick, Pasco, and West Richland will be responsible for its own labor and equipment as needed to support sample collection and transportation and for operational decisions and actions taken in response to laboratory results.

Section 8. Duration

This Agreement shall start effective May 1, 2023 and shall expire on December 31, 2028. This Agreement may be renegotiated sooner if any rules or regulations regarding the monitoring or management of HAB change.

Section 9. Termination

This Agreement may be terminated by a Party's written notice to the others, which notice shall be effective 120 (120) days after received by the last party required to be notified. The remaining Parties may choose to provide a written modification to this Agreement or continue to operate under this Agreement without the noticing Party.

Section 10. Notices

Contact information for each agency is provided in **Exhibit A**. Written notice shall be directed to the first two names of each agency as identified on **Exhibit A**. For purposes of this Agreement, email is considered an acceptable form of official notice.

Section 11. Filing

Upon execution by all Parties, this Agreement shall become effective as of the date first written above. The Cities will post the fully executed Agreement on their respective websites pursuant to RCW 39.34.040.

Section 12. Modification

This Agreement may be amended or modified only in writing, and only with the written consent of each undersigned Party.

Section 13. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of this Agreement or the applications of the remainder of this Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.

Section 14. Jurisdiction & Venue

Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed in accordance with the laws of the State of Washington.

Section 15. Waiver

No waiver, by any Party hereto, of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same term or condition, or any other term or condition of this Agreement.

Section 16. Authority to Execute.

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this agreement on behalf of the entity or party for which he or she is signing. The parties hereby warrant to each other that each has full power and authority to enter into this agreement and to undertake the actions contemplated herein, and that this agreement is enforceable in accordance with its terms.

Section 17. Counterpart Originals.

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year written above.

BENTON-FRANKLIN HEALTH DISTRICT

Jason Zaccaria, District Administrator

CITY OF RICHLAND

Jon Amundson, ICMA-CM, City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

CITY OF WEST RICHLAND

Brent Gerry, Mayor

Attest:

Stephanie Haug, City Clerk

Approved as to Form:

Jessica Foltz, City Attorney

CITY OF KENNEWICK

Marie Mosley, City Manager

Attest:

Terri L. Wright, City Clerk

Approved as to form:

Lisa Beaton, City Attorney

CITY OF PASCO

Adam R. Lincoln, City Manager

Attest:

Debby Barham, City Clerk

Approved as to Form:

Eric Ferguson, City Attorney

Exhibit A – Organizational Contracts

Benton-Franklin Health District		Phone: (509) 460-4200	
7102 W. Okanogan Place		Fax: (509) 460-4590	
Kennewick, WA 99336			
Title/Role	Contact Name	Phone	Email
Administrator/Signature Authority	Jason Zaccaria	509-460-4567	Jasonz@bfhd.wa.gov
Contracts Manager	Bonnie Hall	509-460-4553	Bonnieh@bfhd.wa.gov
Climate Effects Specialist	Jim Coleman	509-460-4319	Jamesc@bfhd.wa.gov
Investigations Planning & Preparedness Manager	Erin Hockaday	509-460-4326	Erint@bfhd.wa.gov
Billing Manager	Cyndi Cantu	509-460-4276	Cynthiaca@bfhd.wa.gov

City of Richland		Phone: (509) 942-7500	
625 Swift Blvd, MS-26		Fax: n/a	
Richland, WA 99352			
Responsibility	Contact Name	Phone	Email
City Manager/Signature Authority	Jon Amundson	(509) 942-7380	jamundson@ci.richland.wa.us
Public Works Director	Pete Rogalsky	(509) 942-7558	progalsky@ci.richland.wa.us
Public Works Admin (Billing/Finance)	Kristin Rawlinson	(509) 942-7466	krawlinson@ci.richland.wa.us

City of Kennewick		Phone: (509) 585-4419	
210 W. 6 th Avenue		Fax: n/a	
Kennewick, WA 99336			
Responsibility	Contact Name	Phone	Email
City Manager/Signature Authority	Marie Mosley	(509) 585-4251	Marie.Mosley@ci.kennewick.wa.us
Public Works Director	Cary M. Roe	(509) 585-4292	Cary.Roe@ci.kennewick.wa.us
Billing/Finance	Cindy Meyer	(509) 585-4249	Cindy.Meyer@ci.kennewick.wa.us

City of Pasco		Phone:	
525 N. 3 rd Ave.		Fax:	
Pasco, WA 99301			
Responsibility	Contact Name	Phone	Email
City Manager/Signature Authority	Adam Lincoln	(509) 543-5760	lincolna@pasco-wa.gov
Public Works Director	Steve Worley	(509) 543-5738	Worleys@pasco-wa.gov
Finance Director	Darcy Buckley	(509) 545-3432	buckleyd@pasco-wa.gov
Division Manager	Heath Bateman	(509) 947-0558	Batemanh@pasco-wa.gov

City of West Richland		Phone: (509) 967-3431	
3100 Belmont Blvd., Suite 102		Fax: (509) 967-5706	
West Richland, WA 99353		UEI #:	
Responsibility	Contact Name	Phone	Email
Mayor/Signature Authority	Brent Gerry	(509) 967-3431	bgerry@westrichland.org
Public Works Director	Roscoe Slade	(509) 967-5434	roscoe@westrichland.org
Billing/Finance	Erin Gwinn	(509) 967-3431	accountspayable@westrichland.org



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/2/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-65, Authorizing a Second Amendment to the Consultant Agreement with Commonstreet Consulting, LLC for Street Project Right-of-Way Acquisition Services

Department/Office
Public Works

Ordinance/Resolution Number:
2023-65

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-65, authorizing the City Manager to sign and execute a Second Amendment to Richland Contract No. 315-20 with Commonstreet Consulting, LLC for street improvement project right-of-way acquisition services.

Summary:

On November 5, 2020, the City of Richland and Commonstreet Consulting, LLC ("Commonstreet") entered into a consultant agreement whereby Commonstreet committed to providing professional support for right-of-way acquisitions for upcoming capital improvement projects (see Richland Contract No. 315-20; the "Original Agreement"). Commonstreet maintains professional qualifications to ensure the City's compliance with state and federal right-of-way acquisition regulations. The Original Agreement referenced a list of specific projects that would utilize Commonstreet's services and included a preliminary estimate of the costs of Commonstreet's services.

Since execution of the Original Agreement, the City has added an additional project to the scope and absorbed higher than anticipated costs for Commonstreet's services. The higher costs were primarily the result of additional effort needed to complete acquisitions for the Center Parkway North project.

Although the South George Washington Way Intersection Improvements project is included in the Original Agreement's list of projects, the scope of required right-of-way acquisition services is greater than was anticipated when the Original Agreement was executed. In addition, the City needs right-of-way acquisition services for the Downtown Connectivity Improvements, a project not currently listed in the Original Agreement. A proposed second amendment has been negotiated to add budget capacity and acquisition services for the Downtown Connectivity Improvements project.

Staff recommends adoption of Resolution No. 2023-65.

Fiscal Impact:

The Original Agreement was funded at \$240,000. The proposed Second Amendment will increase the contract value to \$490,000. Funding for right-of-way acquisition services will be on a project-by-project basis and will come from the capital project budgets as identified in the annual Capital Improvement Plan (CIP).

Attachments:

1. Resolution No. 2023-65
2. Proposed Supplemental No. 2 to Contract No. 315-20

RESOLUTION NO. 2023-65

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A SECOND AMENDMENT TO THE CONSULTANT
AGREEMENT WITH COMMONSTREET CONSULTING, LLC FOR
RIGHT-OF-WAY ACQUISITION SERVICES.**

WHEREAS, on November 5, 2020, the City of Richland and Commonstreet Consulting, LLC (“Commonstreet”) entered into a consultant agreement (“Original Agreement”) whereby Commonstreet committed to providing professional support for right-of-way acquisitions for upcoming capital improvement projects (*see* Contract No. 315-20); and

WHEREAS, the Original Agreement referenced a list of specific projects that would utilize Commonstreet’s services; and

WHEREAS, on December 16, 2022, through Resolution No. 2022-147, Richland City Council authorized the addition of right-of-way acquisition services for the Gage Boulevard-Leslie Road Intersection Improvements, a project not specified in the Original Agreement; and

WHEREAS, the Original Agreement authorized a total amount of \$245,000 for right-of-way services; and

WHEREAS, the South George Washington Way Intersection Improvements project was included in the Original Agreement’s list of projects, but the scope of required right-of-way acquisition services is greater than anticipated when the Original Agreement was executed; and

WHEREAS, the City has need for right-of-way acquisition services for Downtown Connectivity Improvements, a project not listed in the Original Agreement; and

WHEREAS, the City’s best interests are served by extending Commonstreet’s services on projects requiring right-of-way acquisition due to the scale and complexity of these acquisition programs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Second Amendment to the Consultant Agreement with Commonstreet Consulting, LLC increasing the total contract value to \$490,000.

BE IT FURTHER RESOLVED that consistent with the general authority granted pursuant to Resolution No. 2022-147, the City Manager is authorized to execute project-specific task orders with Commonstreet Consulting, LLC authorizing a scope of services and fees for the South George Washington Way Intersection Improvements and Downtown Connectivity Projects.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of May, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>2</u>		Organization and Address	
Original Agreement Number <u>315-20</u>		Commonstreet Consulting, LLC 100 South King Street, Suite 100 Seattle, WA 98104 Phone: <u>(509) 714-0843</u>	
Project Number <u>N/A</u>	Execution Date	Completion Date <u>12/31/2024</u>	
Project Title <u>City of Richland - Right of Way Services - Multiple Projects</u>	New Maximum Amount Payable <u>\$490,000</u>		
Description of Work <u>Right of way services for real estate appraisal, acquisition, relocation and funding estimate support. The City has several Capital Improvements Projects which require right of way acquired in accordance with federal and state regulations following the Washington State Department of Transportation guidelines for federal right-of-way certification.</u>			

The Local Agency of City of Richland

desires to supplement the agreement entered in to with Commonstreet Consulting, LLC

and executed on 11/05/2020 and identified as Agreement No. 315-20

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached Exhibit A-1.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: extend the contract end date to 12/31/2024

III

Section V, PAYMENT, shall be amended as follows:

See attached supplemental Exhibit D-1 showing current employee rates.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Chris LaBonte

By: Jon Anumdsen

Consultant Signature

Approving Authority Signature

Date



EXHIBIT A-1

This exhibit is being revised to include projects previously not listed in Exhibit A-1 of the Local Agency Professional Services Cost Plus Fixed Fee Consultant Agreement #315-20 dated 11/5/2020.

Agency staff will establish task orders to activate specific scopes of work for each grouping of parcels to be acquired. The Agency may issue scopes of work for the following projects, in addition to other, Agency funded projects not included in this list:

*Projects previously included:

Center Parkway – North
Thayer/VanGiesen Roundabout
South George Washington Way (Intersection)
South George Washington Way (Ped Crossing)
Vantage Highway Pathway– Ph 2
Shelterbelt Trail Crossing at Van Giesen
Gage Blvd Improvements

*Projects added:

Leslie - Gage Intersection Improvements
Downtown Connectivity Improvements

EXHIBIT D-1



COMMONSTREET
CONSULTING

Overhead Rate:	90.20%
Fixed Fee:	30%
Rate Basis:	WSDOT ICR 7/1/22

CORL.1001 - On-Call Services					
Actuals Not To Exceed Table (ANTE)					
Commonstreet Consulting, LLC					
92 Lenora St, PMB 125					
Seattle, WA 98121					
Office Rate: 07/01/2022 to 06/30/2023					
Employee Name	Job Classification	Hourly Rate	Overhead Rate	Fixed Fee	Fully Burdened Rate
Morgan Bishop	Project Manager / Property Manager	\$ 70.90	\$ 63.95	\$ 21.27	\$ 156.12
De Ressa	Project Manager / Property Manager	\$ 69.50	\$ 62.69	\$ 20.85	\$ 153.04
Lane Schinnell	Senior Right of Way Agent	\$ 44.47	\$ 40.11	\$ 13.34	\$ 97.92
Jennifer Benefiel	Right of Way Agent	\$ 39.38	\$ 35.52	\$ 11.81	\$ 86.71
Stephanie Golly	Sr Project Control Specialist/Sr ROW Technician	\$ 41.16	\$ 37.13	\$ 12.35	\$ 90.63
Courtney Fader	Project Control Specialist/ROW Technician	\$ 36.00	\$ 32.47	\$ 10.80	\$ 79.27
Samri Laney	Project Control Specialist/ROW Technician	\$ 23.00	\$ 20.75	\$ 6.90	\$ 50.65
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -

Actuals Not To Exceed Table (ANTE)				
Office Rate: 07/01/2022 to 06/30/2023				
Job Classification	Direct Labor Hourly Billing Rate NTE	Overhead NTE 90.20%	Fixed Fee NTE 30.00%	All Inclusive Hourly Billing Rate NTE
Principal/Senior Advisor/Program Manager	\$115.00	\$ 103.73	\$ 34.50	\$ 253.23
Senior Project Manager	\$85.00	\$ 76.67	\$ 25.50	\$ 187.17
Project Manager / Property Manager	\$77.17	\$ 69.61	\$ 23.15	\$ 169.93
Senior Right of Way Agent	\$73.37	\$ 66.18	\$ 22.01	\$ 161.56
Right of Way Agent	\$50.00	\$ 45.10	\$ 15.00	\$ 110.10
Sr Project Control Specialist/Sr ROW Technician	\$80.00	\$ 72.16	\$ 24.00	\$ 176.16
Project Control Specialist/ROW Technician	\$41.27	\$ 37.23	\$ 12.38	\$ 90.88



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/2/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-66, Authorizing a Purchase Agreement with Virginia Transformer Corporation for Procurement of Two Power Transformers for Thayer Substation Bank 1 Rebuild and Sandhill Crane Substation Bank 3 Addition

Department/Office
Energy Services

Ordinance/Resolution Number:
2023-66

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-66, authorizing the City Manager to sign and execute a purchase agreement with Virginia Transformer Corporation for the procurement of two (2) power transformers for the Thayer Substation Bank 1 rebuild and the Sandhill Crane Substation Bank 3 addition.

Summary:

The proposed purchase agreement is for two (2) 25 MVA substation power transformers that will be located at the City of Richland Energy Services' (RES) existing Thayer Substation and existing Sandhill Crane Substation. This purchase has been identified as part of the 2022-2027 Capital Improvement Plan (CIP) and proposed 2024 and 2025 budgets.

RES is rebuilding the existing Thayer Substation Bank 1 to support existing load and increase reliability for Thayer Substation, which contains one of the City's oldest power transformers constructed in 1948.

RES is expanding the existing Sandhill Crane Substation to include a third bank in response to economic development loads, customer carbon reduction initiatives, and increased reliability for existing customers.

A formal invitation to bid process was completed to solicit bids for power transformers to meet RES specifications. Four (4) bids were received and evaluated for compliance with RES specifications and total life-cycle owning cost. Virginia Transformer Corporation of Pocatello, ID was selected as the lowest responsive bidder.

The transformers are expected to be delivered and paid for in 2024 and 2025.

Staff recommends adoption of Resolution No. 2023-66.

Fiscal Impact:

The total purchase price is \$3,110,460 (including sales tax) and is included in the City's 2024 and 2025 proposed budget for material purchases for substations. The transformers are expected to be delivered and paid for in 2024 and 2025. The proposed amount budgeted for substation material purchases in 2024 and 2025 is \$9,250,000.

Attachments:

1. Resolution No. 2023-66
2. ITB 23-0026 Bid Tab

RESOLUTION NO. 2023-66

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PURCHASE AGREEMENT WITH VIRGINIA
TRANSFORMER CORPORATION FOR THE PURCHASE OF TWO
SUBSTATION POWER TRANSFORMERS.**

WHEREAS, the City of Richland operates an electric utility providing customers reliable service at the lowest reasonable cost through wholesale power purchases, efficient operations and energy efficiency; and

WHEREAS, in response to supporting existing customers in the north Richland area, the City is taking affirmative steps to continue to support load growth and provide connectivity for increased reliability by constructing an additional bank at the Sandhill Crane Substation; and

WHEREAS, construction of the Sandhill Crane Substation Bank 3 addition and associated purchase of a new power transformer is identified in the City's 2022-2027 Capital Improvement Plan (CIP); and

WHEREAS, the City is also taking affirmative steps to continue to support existing load and to increase reliability for the Thayer Substation, which contains one of the City's smallest and oldest power transformers constructed in 1948; and

WHEREAS, the rebuild of the Thayer Substation Bank 1 and associated purchase of a new power transformer is identified in the City's 2022-2027 CIP; and

WHEREAS, the proposed annual budget for calendar years 2024 and 2025 will include substation material and installation costs in the Electric Fund; and

WHEREAS, the City issued Solicitation No. 23-0026 in accordance with the City's purchasing policies and opened four (4) bids on April 4, 2023; and

WHEREAS, Virginia Transformer Corporation submitted the lowest responsive bid in the amount of \$2,861,508.00 for the purchase of two (2) units excluding sales tax; and

WHEREAS, the City's best interests are served by completing the projects in accordance with the 2022-2027 CIP, project design and lowest responsible bid, and by purchasing a second power transformer for the Sandhill Crane Substation Bank 3 project in response to significant supply chain issues resulting in schedule delays and price increases.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a purchase agreement with Virginia Transformer Corporation in the amount of \$3,110,459.20, inclusive of sales tax, for the purchase of two (2) substation power transformers in support of the City's 2022-2027 Capital Improvement Plan.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of May, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



City of Richland

DATE BID OPENED: 4/4/2023 10:30 a.m.

PROJECT NAME: ITB 23-0026 Power Transformers New

				Pacific Power Reps		McLaren Inc.		Niagara Power Transformer	
				Virginia Transformer		Pennsylvania Transformer		Company	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A - BASE BID									
A1	Power Transformer with Load Tap Changer per Attachment B, Material Specification MS-XFR-30, Rev. 8	2	LS	\$1,405,754.00	2,811,508.00	1,693,258.00	3,386,516.00	1,973,263.00	3,946,526.00
A2	Specify the delivery method(s) to substation site			TRUCK		TRUCK		Truck with open uncovered trailer with impact recorders and GPS on Main Tank	
A3	Number of weeks for Delivery ARO (after receipt of order).	N/A	WEEKS ARO	80-85	WEEKS ARO	96-100	WEEKS ARO	157	WEEKS ARO
SCHEDULE A - BASE BID				SUBTOTAL		\$2,811,508.00		\$3,386,516.00	
8.7%				SALES TAX		244,601.20		294,626.89	
SCHEDULE A - BASE BID				TOTAL		\$3,056,109.20		\$3,681,142.89	
SCHEDULE A -ADDITIVE 1									
A4	Additional cost for expedited delivery	1	LS	NO BID		NO BID		NO BID	
A5	Number of weeks for Delivery ARO (after receipt of order).	N/A	WEEKS ARO		WEEKS ARO		WEEKS ARO		WEEKS ARO
SCHEDULE A -ADDITIVE 1				SUBTOTAL		\$0.00		\$0.00	
8.7%				SALES TAX		-		-	
SCHEDULE A -ADDITIVE 1				TOTAL		\$0.00		\$0.00	
SCHEDULE A -ADDITIVE 2									
A6	Additional cost for reduced sound levels MS-XFR-30 Specification section 3.12	2	LS	\$25,000.00	50,000.00	87,696.00	175,392.00	30,000.00	60,000.00
SCHEDULE A -ADDITIVE 2				SUBTOTAL		\$50,000.00		\$175,392.00	
8.7%				SALES TAX		4,350.00		15,259.10	
SCHEDULE A -ADDITIVE 2				TOTAL		\$54,350.00		\$190,651.10	



City of Richland

DATE BID OPENED: 4/4/2023 10:30 a.m.

PROJECT NAME: ITB 23-0026 Power Transformers New

PROJECT NAME: ITB 23-0026 Power Transformers New				Pacific Power Reps		McLaren Inc.		Niagara Power Transformer	
				Virginia Transformer		Pennsylvania Transformer		Company	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - Evaluated Cost of Losses								
	Loss Data - (Refer to Special Instructions Section 2.0 and 3.0):								
	Guaranteed maximum no load losses , referenced to 20°C, at 55°C ONAN (15) MVA rating, with NLTC at position 3 (115 kV). Evaluated at \$5,800/kW.	\$ 5,800.00	KW	15.20	\$ 88,160.00	15.50	\$ 89,900.00	10.80	\$ 62,640.00
	Guaranteed maximum load losses , referenced to 85°C, at 55°C ONAN (15) MVA rating, with NLTC at position 3 (115 kV). Evaluated at \$900/kW	\$ 900.00	KW	66.00	\$ 59,400.00	59.50	\$ 53,550.00	76.70	\$ 69,030.00
	Guaranteed maximum auxiliary losses , at 55°C ONAF/ONAF (15) MVA rating, stage one and two cooling operating. Evaluated at \$900/kW	\$ 900.00	KW	3.60	\$ 3,240.00	4.80	\$ 4,320.00	4.00	\$ 3,600.00
	Total Evaluated Cost of Losses				\$ 150,800.00		\$ 147,770.00		\$ 135,270.00
	Delivery Schedule:								
	Describe schedule, after receipt of order, for transmittal of approval drawings:			Approval drawings will be provided 14 - 16 Weeks after technically and commercially approved PO.		16 weeks		18 weeks after receipt of purchase order	
	Describe schedule, after receipt of order for delivery F.O.B. Destination Unloaded on Substation Pad or storage pad at substation site.			VTC will ship the units 80 - 85 Weeks after technically and commercially approved PO Delivery to site and offload to pad by 87 Weeks ARO.		Shipment 96-100 weeks ARO		(18) Weeks for Drawings, (124) Weeks Delivery after drawings are approved	
	Witness/Inspection Location								
	Tanking Location			Pocatello, ID		Canonsburg, PA. City not allowed to witness		Buffalo, NY	
	Acceptance Testing Location			Pocatello, ID		Canonsburg, PA. City not allowed to witness		Buffalo, NY	
	Exceptions to bid								
	Exceptions to bid			YES		YES		YES	



City of Richland

DATE BID OPENED: 4/4/2023 10:30 a.m.

PROJECT NAME: ITB 23-0026 Power Transformers New

Item	Description	Qty	Unit	Pacific Power Reps		McLaren Inc.		Niagara Power Transformer	
				Virginia Transformer		Pennsylvania Transformer		Company	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Pertinent notes			losses change with add #2. NL: 14.30kW / LL: 67.80 kW		Letter of commitment not provided, exception to employee witness of construction and testing, will not collect sales tax.		Exception to 14.2 - Transformer will ship full of Dry Air. Supplemental info states drawings at 26 weeks after receipt of PO.	
	SCHEDULE A - BASE BID				2,811,508.00		3,386,516.00		3,946,526.00
	SCHEDULE A - ADDITIVE 1				0.00		0.00		0.00
	SCHEDULE A - ADDITIVE 2				50,000.00		175,392.00		60,000.00
	Total Evaluated Cost of Losses - Base Bid				150,800.00		147,770.00		135,270.00
					3,012,308.00		3,709,678.00		4,141,796.00
	TOTAL COST ALL SCHEDULES				2,861,508.00		3,561,908.00		4,006,526.00
	8.7% SALES TAX				248,951.20		309,886.00		348,567.76
	PURCHASE COST (with Add #2) WITH SALES TAX				3,110,459.20		3,871,794.00		4,355,093.76
	PURCHASE COST (without Add #2) WITH SALES TAX				3,056,109.20		3,681,142.89		4,289,873.76

*calculated with
Add #2 loss change



City of Richland

DATE BID OPENED: 4/4/2023 10:30 a.m.
PROJECT NAME: ITB 23-0026 Power Transformers New

Delta Star, Inc.

Item	Description	Qty	Unit	Unit Price	Total Price
SCHEDULE A - BASE BID					
A1	Power Transformer with Load Tap Changer per Attachment B, Material Specification MS-XFR-30, Rev. 8	2	LS	2,233,975.00	4,467,950.00
A2	Specify the delivery method(s) to substation site			TRUCK	
A3	Number of weeks for Delivery ARO (after receipt of order).	N/A	WEEKS ARO	170-180	WEEKS ARO
SCHEDULE A - BASE BID				SUBTOTAL	\$4,467,950.00
8.7%				SALES TAX	388,711.65
SCHEDULE A - BASE BID				TOTAL	\$4,856,661.65
SCHEDULE A -ADDITIVE 1					
A4	Additional cost for expedited delivery	1	LS	NO BID	
A5	Number of weeks for Delivery ARO (after receipt of order).	N/A	WEEKS ARO		WEEKS ARO
SCHEDULE A -ADDITIVE 1				SUBTOTAL	\$0.00
8.7%				SALES TAX	-
SCHEDULE A -ADDITIVE 1				TOTAL	\$0.00
SCHEDULE A -ADDITIVE 2					
A6	Additional cost for reduced sound levels MS-XFR-30 Specification section 3.12	2	LS	12,600.00	25,200.00
SCHEDULE A -ADDITIVE 2				SUBTOTAL	\$25,200.00
8.7%				SALES TAX	2,192.40
SCHEDULE A -ADDITIVE 2				TOTAL	\$27,392.40



City of Richland

DATE BID OPENED: 4/4/2023 10:30 a.m.
PROJECT NAME: ITB 23-0026 Power Transformers New

				Delta Star, Inc.	
Item	Description	Qty	Unit	Unit Price	Total Price
SCHEDULE A - Evaluated Cost of Losses					
Loss Data - (Refer to Special Instructions Section 2.0 and 3.0):					
	Guaranteed maximum no load losses , referenced to 20°C, at 55°C ONAN (15) MVA rating, with NLTC at position 3 (115 kV). Evaluated at \$5,800/kW.	\$ 5,800.00	KW	12.80	\$ 74,240.00
	Guaranteed maximum load losses , referenced to 85°C, at 55°C ONAN (15) MVA rating, with NLTC at position 3 (115 kV). Evaluated at \$900/kW	\$ 900.00	KW	57.60	\$ 51,840.00
	Guaranteed maximum auxiliary losses , at 55°C ONAF/ONAF (15) MVA rating, stage one and two cooling operating. Evaluated at \$900/kW	\$ 900.00	KW	2.00	\$ 1,800.00
Total Evaluated Cost of Losses					\$ 127,880.00
Delivery Schedule:					
	Describe schedule, after receipt of order, for transmittal of approval drawings:	Drawings for approval (which consist of nameplate, outline, and controls drawings) will be submitted as required to meet the Customer's delivery date, as determined by Delta Star.			
	Describe schedule, after receipt of order for delivery F.O.B. Destination Unloaded on Substation Pad or storage pad at substation site.	170-180 weeks ARO			
Witness/Inspection Location					
	Tanking Location	San Carlos, CA			
	Acceptance Testing Location	San Carlos, CA			
Exceptions to bid					
	Exceptions to bid	YES			



City of Richland

DATE BID OPENED: 4/4/2023 10:30 a.m.
PROJECT NAME: ITB 23-0026 Power Transformers New

				Delta Star, Inc.	
Item	Description	Qty	Unit	Unit Price	Total Price
	Pertinent notes			Short Circuit testing additional \$650,000	
	SCHEDULE A - BASE BID				4,467,950.00
	SCHEDULE A - ADDITIVE 1				0.00
	SCHEDULE A - ADDITIVE 2				25,200.00
	Total Evaluated Cost of Losses - Base Bid				127,880.00
					4,621,030.00
	TOTAL COST ALL SCHEDULES				4,493,150.00
	8.7% SALES TAX				390,904.05
	PURCHASE COST (with Add #2) WITH SALES TAX				4,884,054.05
	PURCHASE COST (without Add #2) WITH SALES TAX				4,856,661.65



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/2/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 4 - Manage our Natural Resources

Subject:

Resolution No. 2023-67, Authorizing a Memorandum of Understanding and Interlocal Agreement to Participate in the Foundation for Water & Energy Education (FWEE) Tri-Cities STEM Career Academy

Department/Office
Energy Services

Ordinance/Resolution Number:
2023-67

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-67, authorizing the City Manager to sign and execute a memorandum of understanding and an interlocal agreement between the City and multiple agencies for FWEE Tri-Cities STEM Career Academy support.

Summary:

City of Richland Energy Services (RES) staff regularly conducts outreach to educate students about electric utility engineering and operations, energy efficiency, electrical safety, and other aspects of operating a municipal electric utility. RES staff is working with local utility, science and education partners to hold the first annual Foundation for Water & Energy Education (FWEE) Tri-Cities STEM (science, technology, engineering and mathematics) Career Academy for high school students June 20-23, 2023 at Kennewick High School.

Benton PUD and the Benton Conservation District approached FWEE about bringing the STEM Career Academy to the Tri-Cities. Benton PUD is the lead agency for the event, and, in addition to the City, other participating partners include Franklin Conservation District, Energy Northwest, Franklin PUD, Pacific Northwest National Laboratory, Kennewick School District, Benton Rural Electric Association, and Educational Service District 123.

RES staff is coordinating the drone program in which students will build drones and participate in demonstrations conducted by the Richland Police Department and Richland's Cable Communications staff.

Staff recommends adoption of Resolution No. 2023-67.

Fiscal Impact: Funding for outreach was included in the City's approved 2023 Budget in the Electric Fund. Expenses for this event are estimated at \$3,000.

Attachments:

1. Resolution No. 2023-67
2. Proposed Interlocal Agreement
3. Proposed Memorandum of Understanding

RESOLUTION NO. 2023-67

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERLOCAL COOPERATIVE AGREEMENT
IN SUPPORT OF THE TRI-CITIES STEM CAREER ACADEMY.**

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for interlocal cooperation between governmental agencies to provide services and facilities; and

WHEREAS, the Foundation for Water & Energy Education (FWEE) has partnered with Chelan PUD to host a career academy in Wenatchee designed to educate high school students about STEM careers, specifically careers in hydropower, by engaging industry leaders as speakers, facilitating hands-on experiences related to STEM careers, and providing participants with college credits; and

WHEREAS, the academy has been very successful since its inception in 2015 with the goal of expanding the program and offering it to other communities throughout the State; and

WHEREAS, the Public Utility District No.1 of Benton County (Benton PUD) and the Benton Conservation District approached FWEE in 2022 about the possibility of bringing the career academy to the Tri-Cities; and

WHEREAS, the City of Richland agreed to work with the partners to plan, promote and host the FWEE Tri-Cities STEM Career Academy to educate high school students about STEM careers. The Academy will be held June 20-23, 2023 at Kennewick High School; and

WHEREAS, Benton PUD has contracted with FWEE to assist with program development and student registration, and to serve as the fiscal agent and purchaser for the event, and Benton PUD has offered contract documents to regional agencies interested in supporting this effort.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement and a memorandum of understanding detailing the City's \$3,000 contribution in support of the FWEE Tri-Cities STEM Career Academy.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of May, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Contract #23-12-03

**INTERLOCAL COOPERATIVE AGREEMENT FOR
FOUNDATION FOR WATER & ENERGY EDUCATION
TRI-CITIES STEM CAREER ACADEMY**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as the “Agreement”, entered into this 25th day of April, 2023, between the **PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON**, a municipal corporation of the State of Washington, hereinafter referred to as the “District”, and the **BENTON CONSERVATION DISTRICT, WASHINGTON, FRANKLIN CONSERVATION DISTRICT, WASHINGTON, PACIFIC NORTHWEST NATIONAL LABORATORY, CITY OF RICHLAND, WASHINGTON, PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON, ENERGY NORTHWEST, WASHINGTON KENNEWICK SCHOOL DISTRICT, WASHINGTON, AND ESD 123, WASHINGTON** hereinafter referred to as “Partners”, and collectively referred to as “Parties”, enter into the following agreement:

RECITALS

WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Foundation for Water & Energy Education (FWEE) has partnered with Chelan PUD to host a career academy in Wenatchee designed to educate high-school students about STEM careers and specifically careers in hydropower, by engaging industry leaders as speakers, facilitating hands-on experiences related to STEM careers, and providing participants with college credits; and

WHEREAS, the academy has been very successful since its inception in 2015 and the goal has been to expand the program and offer to other communities throughout the state; and

WHEREAS, the District and Benton Conservation District approached FWEE about the possibility of bringing the career academy to the Tri-Cities in 2022; and

WHEREAS, the District has agreed to work with the Partners to plan, promote, and host a FWEE Tri-Cities STEM Career Academy from June 20, 2023, to June 23, 2023 at Kennewick High School to educate high-school students about STEM careers; and

WHEREAS, the District has contracted with FWEE to assist with program development, student registration, and to serve as the fiscal agent and purchaser for the event.



NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

IT IS HEREBY AGREED AS FOLLOWS:

1. Term of Agreement. This Agreement shall commence on the date it is signed by the Parties and continue in effect until August 31, 2023, unless sooner terminated as hereinafter provided, or modified by written amendment signed by both parties.
2. Further Agreements. The Parties shall execute a Memorandum of Understanding ("MOU") or separate agreement setting forth the undertaking of each Party, including other participants who are not otherwise Parties to this Agreement, for the particular collaborative effort. Each of the Parties must approve and authorize the execution of the MOU or separate agreement before the undertaking will be binding upon the Parties. Such MOU or separate agreement shall be attached hereto and incorporated by reference as Exhibit A.
3. Insurance. Each Party shall maintain its membership in a self-insurance program ("self-insurance") or maintain a commercial general liability insurance policy with an insurer acceptable to the District, insuring against any and all claims for injury to or death of persons and loss of or damage to property arising from an act or omission of a Party or any of its agents, employees, contractors, and representatives. Such self-insurance or insurance shall have liability limits of \$1 million combined single limit for bodily injury and property damage per occurrence and in the aggregate.

Within ten (10) days of the effective date of this Agreement, the Parties shall provide to the District a copy of the insurance policies, agreement, or certificates evidencing the aforesaid insurance coverage required above. Renewal certificates and any changes in terms shall be furnished to the District for approval at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

4. Exchange of Information/Confidentiality. The Parties may exchange information as needed to facilitate the collaborative efforts. To the extent either Party has access to sensitive and confidential materials, including, but not limited to, attorney-client privileged documents, e-mails, and social security numbers, a Party shall not exchange that information if it would become a public record subject to disclosure. Employees of the Parties shall not disclose this information to any person without the prior written permission of the Party who maintains the information.



Contract #23-12-03

5. Allocation of Liability/Indemnification. The Parties agree that:
- a. Each of the Parties to this Agreement shall be solely responsible for any loss, damage, injury, accident, or other casualty, liability, claim, cost or expense of any kind or character, whether known or unknown, arising from the acts or omissions of its employees, agents and contractors and or use of its facilities in connection with this Agreement.
 - b. Each of the Parties to this Agreement shall indemnify and hold the other Parties harmless from liability, obligation or claims arising solely from the actions or omissions of the indemnifying Party, to the extent permitted by law. In the event the liability, obligation or claim arises from the joint action or inaction of the Parties, then each Party shall be responsible to the extent that its action or inaction contributed to the liability, obligation or claim.
6. Administration. 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 except as stated above. The District's Project Manager shall be responsible for administering this Interlocal Agreement.
7. Assignment. No Party may assign this Agreement without written consent of the other Parties.
8. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
9. Filing. Upon execution of this Agreement, the District shall file a true and complete copy thereof as required by 39.34 RCW.
10. Compliance with Law. The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.
11. Entire Agreement. This Agreement contains all the terms and conditions agreed upon. No other understanding, oral or otherwise, regarding this Agreement shall be deemed to exist or bind the Parties. There shall be no modification of this Agreement except in writing, signed by the Parties, and referencing this Agreement.
12. Dispute Resolution/Venue. It is the Parties' intent to resolve any disputes relating to the



Contract #23-12-03

interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the Parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The Parties hereto agree that all questions shall be resolved by application of Washington law and that the Parties to such accordance with the laws of the State of Washington.

13. Severability. If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
14. Notice. All notices or other communications given with respect to the subject matter of this Agreement shall be in writing, and shall be served on the parties addressed as follows:

Organization	Contact	Email	Address
Benton PUD	Steve Hunter	hunters@bentonpud.org	P.O. Box 6270 Kennewick WA 99336
Benton Conservation District	Jack Clark	Jack-clark@bentoncd.org	418 N Kellogg Street Suite B Kennewick WA 99336
Energy Northwest	Angela Smith	Adsmith@energy-northwest.com	P.O Box 968 Richland WA 99352
Franklin Conservation District	Kara Kaelber	Kara-kaelber@franklincd.org	1724 E Superior Street Pasco WA 99301
Franklin PUD	Scott Rhees	srhees@franklinpud.com	P.O. Box 2407 Pasco WA 99302
Pacific Northwest National Laboratory	Allison Colotelo	AlisonHA.Colotelo@pnnl.gov	P.O. Box 999 Richland WA 99352
City of Richland – Energy Services	Jon Amundson	jamundson@ci.richland.wa.us	P.O. Box 190 Richland WA 99352
Kennewick School District	Debbie Smith	Debbie.smith1@ksd.org	600 N Arthur Street Kennewick WA 99336
ESD 123	James Kindle	jkindle@esd123.org	3924 W Court Street Pasco WA 99301

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, (c) sent by personal delivery, in which case notice shall be deemed



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delivered upon delivery, or (d) sent by e-mail, in which case it shall be deemed delivered on the e-mail date, assuming proof of delivery is obtained. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

15. Termination. The District may, by written notice to Partners, terminate this Interlocal Agreement in whole or in part any time, either for the District's convenience, or for the default of Partners.
16. Authorization. Each party hereby represents and warrants to the other that it is duly authorized to enter into and carry out the terms of this Interlocal Agreement.

IN WITNESS WHEREOF, the parties hereto entered in the above and foregoing Interlocal Agreement the day and year first above written.

PUBLIC UTILITY DISTRICT NO. 1 OF
BENTON COUNTY,
WASHINGTON

By: _____

Title: _____

Date: _____

BENTON CONSERVATION DISTRICT

By: _____

Title: _____

Date: _____

CITY OF RICHLAND

By: _____

Title: _____

Date: _____

ENERGY NORTHWEST

By: _____

Title: _____

Date: _____

PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY,
WASHINGTON

By: _____

PACIFIC NATIONAL NORTHWEST
LABORATORY

By: _____



Contract #23-12-03

Title: _____ Title: _____

Date: _____ Date: _____

PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY,
WASHINGTON

FRANKLIN CONSERVATION DISTRICT

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

KENNEWICK SCHOOL DISTRICT

ESD 123

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____



**MEMORANDUM OF UNDERSTANDING FOR
FOUNDATION FOR WATER & ENERGY EDUCATION
TRI-CITIES STEM CAREER ACADEMY**

IT IS MUTUALLY AGREED THAT:

The purpose of this Memorandum of Understanding (MOU) is to coordinate the functions of **Public Utility District No. 1 of Benton County** (the "District") and **Benton Conservation District, Franklin Conservation District, City of Richland, Energy Northwest, Public Utility District No. 1 of Franklin County, Pacific National Northwest Laboratory, Kennewick School District, Benton Rural Electric Association and ESD 123** (the "Partners"), collectively referred to as "Parties", in carrying out the implementation of the FWEE Tri-Cities STEM Career Academy. This MOU is executed concurrently with and attached by reference to Interlocal Agreement #23-12-02.

1. The following services will be provided by multiple parties as defined in Exhibit A of this MOU.
2. The effective date of this MOU is from April 1, 2023 through August 31, 2023. Any party's participation in this MOU shall terminate upon 10 days' notice to all other parties.
3. The District will provide:
 - a. A professional service agreement with FWEE to assist with program development, student registration, and to serve as the fiscal agent and purchaser for the event, and
 - b. Provide staff time for recruitment and program support

Responsibilities of All Parties and Terms of Agreement

- All parties agree to complete all financial transactions as quickly as possible to ensure that the transfer of funds goes smoothly, and that the reimbursement time is kept reasonable.
- The laws of Washington State shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it; venue of any lawsuit shall be in the Superior Court of the State of Washington, situated in Benton County.
- If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, unenforceability will not affect any other provision of this AGREEMENT.



Contract #23-12-03

The District is a public entity subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56. The parties expressly acknowledge and agrees that its contract and any information parties submit with its contract or which contractor submits to the District in its performance of any contract with the District is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose parties contract and/or accompanying information at its sole discretion in accordance with its obligations under applicable law.

The District must comply with the Preservation and Destruction of Public Records RCW 40.14. The contractor expressly acknowledges and agrees that it will maintain all records and documentation related to the contract in accordance with its obligations under applicable law.

In the event that the District receives a request pursuant to the Washington Public Records Act, or other legal process requesting or mandating disclosure of any information or documents submitted to the District by the parties, the District's sole obligation shall be to notify the parties promptly, so that the parties at parties expense and cost, may seek court protection of any of the requested information the parties deems confidential.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

PUBLIC UTILITY DISTRICT NO. 1 OF
BENTON COUNTY,
WASHINGTON

BENTON CONSERVATION DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF RICHLAND

ENERGY NORTHWEST

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Contract #23-12-03

PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY,
WASHINGTON

PACIFIC NATIONAL NORTHWEST
LABORATORY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY,
WASHINGTON

FRANKLIN CONSERVATION DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

KENNEWICK SCHOOL DISTRICT

ESD 123

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

BENTON RURAL ELECTRIC ASSOCIATION

By: _____

Title: _____

Date: _____



Contract #23-12-03

EXHIBIT A

Benton Conservation District shall provide:

1. Staff time for recruitment and program support, and
2. Contribute twenty-five (25) safety vests

Franklin Conservation District shall provide:

1. Staff time for recruitment and program support, and
2. Secure an estimated \$10,000 grant funding from WA Grain Commission

City of Richland shall provide:

1. Staff time for recruitment and program support,
2. Facilitate the drone session, and
3. Contribute an estimated \$3,000 for thirty (30) drone kits

Energy Northwest shall provide:

1. Staff time for recruitment and program support,
2. Facilitate the nuclear technology session, and
3. Procurement of twenty-five (25) hard hats and safety glasses

Public Utility District No. 1 of Franklin County shall provide:

1. Staff time for recruitment and program support, including translating the application and other documents,
2. Facilitate the solar power session, and
3. Contribute an estimated \$700 for thirty (30) solar car kits

Kennewick School District shall provide:

1. Staff time for recruitment and program support,
2. Complete paperwork to secure the use of a lab classroom at Kennewick High School from Monday, June 19 (set-up) through Friday, June 23. Classroom will be available from 8:00 a.m. to 5:00 p.m.

PNNL shall provide:

1. Staff time for recruitment and program support, and
2. Host the STEM Science Showcase session

Benton Rural Electric Association shall provide:

1. Staff time for recruitment and program support, and
2. Contribute an estimated \$2,000 for (9) hydroelectric turbine kits

ESD 123 shall provide:



Contract #23-12-03

1. Program support and recruitment, including development of a promotional piece sent to each district served by ESD 123.

Public Utility District No. 1 of Benton County shall provide:

1. Staff time for recruitment and program support,
2. Co-facilitate the hydropower session and facilitate the utility session, and
3. Contribute \$10,000 to programming expenses.

Draft



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/2/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 2023-68, Authorizing a Third Amended and Restated Special Investigations Unit (SIU) Interlocal Agreement

Department/Office
Police

Ordinance/Resolution Number:
2023-68

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-68, authorizing the City Manager and Police Chief to sign and execute the Third Amended and Restated Special Investigations Unit (SIU) Interlocal Agreement.

Summary:

The proposed Third Amended and Restated SIU Interlocal Agreement replaces the existing 2018 Interlocal Agreement. The Agreement is being amended to update the signature page with current personnel and to shift the SIU administrator from the Kennewick Police Department (KPD) to the Benton County Sheriff's Office (BCSO). No other changes are proposed.

Staff recommends adoption of Resolution No. 2023-68.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2023-68
2. Proposed Third Amended and Restated Tri-Cities SIU Interlocal Agreement

RESOLUTION NO. 2023-68

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR A REGIONAL SPECIAL
INVESTIGATIONS UNIT (SIU).**

WHEREAS, in 2011, the Special Investigations Unit (SIU) was created to help facilitate orderly, thorough and objective investigations of incidents involving law enforcement officers that result in grievous or fatal injury to another person or to an officer resulting from acts of another person; and

WHEREAS, the 2011 SIU Interlocal Agreement was authorized pursuant to the Washington Mutual Aid Peace Officers Powers Act (Chapter 10.93 RCW) and the Interlocal Cooperation Act (Chapter 39.34 RCW); and

WHEREAS, on November 1, 2016, by adoption of Resolution No. 207-16, Richland City Council authorized the execution of an Amended and Restated SIU Interlocal Agreement to add Walla Walla County, the city of Walla Walla, and the Washington State Department of Fish and Wildlife as participants; and

WHEREAS, on August 6, 2019, by adoption of Resolution No. 98-19, Richland City Council authorized the execution of the Second Amended and Restated SIU Interlocal Agreement to add the city of College Place as a participant; and

WHEREAS, the existing SIU Interlocal Agreement is being amended to update the signature page with current personnel and to shift the SIU administrator from the Kennewick Police Department (KPD) to the Benton County Sheriff's Office (BCSO). No other changes are proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager and Chief of Police are authorized to sign and execute a Third Amended and Restated SIU Interlocal Agreement.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of May, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**INTERLOCAL AGREEMENT FOR
SPECIAL INVESTIGATIONS UNIT TO INVESTIGATE
OFFICER INVOLVED INCIDENTS**

THIS INTERLOCAL AGREEMENT is effective upon the date executed by all parties and its recording with the Benton County Auditor. In consideration of the mutual covenants below, the parties agree as follows:

1. **PARTIES.** The parties to this agreement are Benton, Franklin, and Walla Walla Counties, political subdivisions of the State of Washington, the municipalities of Kennewick, Richland, West Richland, Prosser, Pasco, Connell, Walla Walla, College Place, the Washington State Patrol, and the Washington State Department of Fish and Wildlife, an agency of the State of Washington.
2. **AUTHORITY.** This agreement is entered into pursuant to Chapter 10.93 (Washington Mutual Aid Peace Officers Powers Act) and Chapter 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington.
3. **PURPOSE.** The parties hereto desire to continue participation in a Special Investigations Unit established in 2011 consisting of law enforcement officers from the various local law enforcement agencies to help facilitate orderly, thorough, and objective investigations of incidents involving law enforcement officers that result in grievous or fatal injury to another person or to an officer resulting from acts of another person. Any party may request assistance from SIU considering the complexity of an investigation that requires additional resources.
4. **FORMATION.** This multi-jurisdictional team shall continue to be known as the “SPECIAL INVESTIGATIONS UNIT” (“SIU”), the members of which shall be officers from some or all of the parties hereto and who shall be selected and shall operate in accordance with the Special Investigations Unit Protocol, attached as Exhibit A and incorporated herein by reference (“SIU Protocol”).
5. **DURATION AND TERMINATION.** The term of this Agreement shall be through December 31, 2023. This agreement shall automatically extend for consecutive one (1) year terms, unless terminated pursuant to the terms of this agreement.

A party may terminate this Agreement or, alternatively, withdraw its participation in SIU by providing written notice to the chief law enforcement officer for each party of its intent to terminate or withdraw from this Agreement. A notice of termination or withdrawal shall become effective up the latter of; a) ninety (90) days after service of the notice on the chief law enforcement officers for all parties; or b) at the conclusion of any SIU investigation that is pending on the date specified by (a) above.

6. **GOVERNANCE.** SIU shall be governed by the SIU Protocol attached hereto and incorporated by reference. The SIU Protocol may be amended from time to time by written approval of the Sheriffs and Chiefs for all parties to this Agreement. Upon such amendment, the amended SIU Protocol will be provided to each Sheriff and Chief and shall supersede any prior versions with the SIU Protocol.
7. **ASSIGNMENT OF OFFICERS.** The parties agree to cooperate with respect to the assigning of officers to the SIU and that the appointment of SIU Officers will be in accordance with the SIU Protocol.
8. **REQUEST FOR SIU ASSISTANCE.** As stated in the SIU Protocol, departments are under no obligation to request the assistance of SIU. If the assistance of the SIU is requested, the SIU shall be activated and will operate pursuant to the SIU Protocol.
9. **ALLOCATION OF LIABILITY / INDEMNIFICATION.** Each of the parties agrees that any liability or claim for property damages arising out of the actions or inactions of an officer that has been appointed to the SIU and acting within the course and scope of the officer's duties as a member of the SIU shall be the responsibility of the party that requests SIU assistance. Each of the parties agrees that any other liability or claim arising out of the actions or inactions of an officer that has been appointed to the SIU and acting within the course and scope of the officer's duties as a member of the SIU shall be the responsibility of the agency employing the SIU officer (s) whose actions or inactions are in question. These provisions are intended to expressly allocate liability by written agreement as authorized by RCW 10.93.040. These provisions are not intended to require indemnification or payment by any party of that portion of any judgement against any members of the SIU team or party hereto based on intentional wrongful conduct that is outside the scope of employment of any members of the SIU or that portion of any judgement for punitive damages against a SIU team member or party to this Agreement. Payment of punitive damages, if any, shall be the sole responsibility of any individual against whom said judgment is rendered unless his or her employer elects to make said payment voluntarily.

In the event that a claim or lawsuit is brought against a party or its employee (s) for actions arising out of their conduct in the operation of the SIU, such party shall promptly notify all other parties in writing that said claim or lawsuit has been filed or commenced.

10. **COMPLETE AGREEMENT.** This agreement and the exhibit attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded. This Agreement supersedes all prior negotiations, agreements and understandings with respect including but not limited to the SIU interlocal agreements executed by several of

the parties in 2019 and in 2011. This Agreement may only be amended by written document duly executed by all parties.

11. **INTERLOCAL COOPERATION ACT PROVISIONS.** No special budget or funds are anticipated nor created to implement this Agreement. It is not intended that separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property contemplated other than as specifically provided within the terms of this Agreement. The Sheriff of Benton County, or his or her designee, shall be the Administrator of the Interlocal Agreement.
12. **FILING WITH THE AUDITOR.** This Agreement shall be filed with the Benton County Auditor.
13. **AUTHORIZED SIGNATORIES.** By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

BENTON COUNTY

Tom Croskrey, Sheriff

Date: _____

Eric Eisinger, Prosecuting Attorney

Date: _____

Attest: _____

By: _____

Approved as to form:

Ryan Brown, Chief Deputy Prosecutor:

WALLA WALLA COUNTY

Mark Crider, Sheriff

Date: _____

Gabe Acosta, Prosecuting Attorney

Date: _____

Attest: _____

By: _____

Approved as to form:

April King, Chief Deputy Prosecutor

FRANKLIN COUNTY

Jim Raymond, Sheriff

Date: _____

Shawn Sant, Prosecuting Attorney

Date: _____

Attest: _____

By: _____

Approved as to form:

Jennifer Johnson, Deputy Prosecutor:

CITY OF CONNELL

Chris Lee, Chief of Police

Date: _____

Lee Barrow, Mayor

Date: _____

Attest: _____

By: _____

Approved as to form:

Heidi Ellerd, City Attorney

CITY OF KENNEWICK

Chris Guerrero, Chief of Police

Date: _____

Marie Mosley, City Manager

Date: _____

Attest: _____

By: _____

Approved as to form:

Lisa Beaton, City Attorney

CITY OF COLLEGE PLACE

Troy Tomaras, Chief of Police

Date: _____

Michael Rizzitiello, City Administrator

Date: _____

Attest: _____

By: _____

Approved as to form:

Rea Culwell, City Attorney

CITY OF PASCO

Ken Roske, Chief of Police

Date: _____

Adam Lincoln, Interim City Manager

Date: _____

Attest: _____

By: _____

Approved as to form:

Eric Ferguson, City Attorney

CITY OF PROSSER

David Giles, Chief of Police

Date: _____

Randy Taylor, Mayor

Date: _____

Attest: _____

By: _____

Approved as to form:

Howard Saxton, City Attorney

CITY OF WEST RICHLAND

Thomas Grego, Chief of Police

Date: _____

Brent Gerry, Mayor

Date: _____

Attest: _____

By: _____

Approved as to form:

Bronson Brown, City Attorney

CITY OF RICHLAND

Brigit Clary, Chief of Police

Date: _____

Jon Amundson, City Manager

Date: _____

Attest: _____

By: _____

Approved as to form:

Heather Kintzley, City Attorney

CITY OF WALLA WALLA

Chris Buttice, Chief of Police

Date: _____

Elizabeth Chamberlain, City Manager

Date: _____

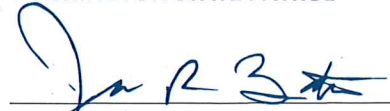
Attest: _____

By: _____

Approved as to form:

June Riley, City Attorney

WASHINGTON STATE PATROL



John R. Batiste, Chief

Date: 4/12/2023

WSP Contact No. K16521

WASHINGTON STATE DEPARTMENT OF
FISH AND WILDLIFE

Steve Bear, Chief

Date: _____

Draft



SPECIAL INVESTIGATIONS UNIT PROTOCOL

Benton County Sheriff's Office
Kennewick Police Department
Richland Police Department
West Richland Police Department
Prosser Police Department
Benton County Prosecutor
Benton County Coroner

Franklin County Sheriff's Office
Pasco Police Department
Connell Police Department
Franklin County Prosecutor
Franklin County Coroner

Walla Walla County Sheriff's Office
Walla Walla Police Department
College Place Police Department
Walla Walla County Prosecutor
Walla Walla County Coroner

Washington State Department of Fish and Wildlife

Washington State Patrol

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1. MISSION AND PURPOSE OF SIU

The purpose of the Special Investigations Unit (SIU) is to investigate officer-involved incidents occurring within Benton, Franklin and Walla Walla Counties that involve substantial bodily harm or death. In accordance with RCW 10.114.011, the SIU shall conduct an independent criminal investigation to determine the facts of what occurred. The results of the SIU investigation shall be forwarded to the Venue County Prosecutor's office for review. The Prosecutor's Office, not the SIU, will interpret statutory law as it pertains to the incident and determine if there were any criminal violations.

The SIU shall meet the definition and criteria of Independent Investigative Team (IIT) as defined by WAC 139-12. The SIU Commander is responsible for ensuring SIU complies with relevant RCW's and WAC's.

While SIU does not investigate administrative concerns the Employer Agency may have, it is recognized the criminal investigation results are of interest to the Venue and Employer Agencies for their internal use. The results of the SIU criminal investigation will be fully available to the Venue and Employer Agencies for that purpose unless otherwise prohibited by law.

SIU criminal investigations shall follow the rules of law established by the state and federal constitutions and statutory and case law applicable to criminal investigations. The independent investigation shall be performed in a manner that provides both the appearance and the reality of an objective, thorough, fair, complete and professional investigation that is free of conflicts of interest.

2. GOALS OF SIU

In accordance with state law, to include RCW 10.114.011 and WAC 139-12, the goals of SIU shall be:

- A. To perform the criminal investigation of officer-involved incidents likely to result in substantial bodily harm or death.
- B. To apply best-practice methods for a thorough and complete criminal investigation.
- C. To promote public trust by conducting independent, objective, professional, and consistent multi-jurisdictional investigations of officer-involved incidents involving substantial bodily harm or death.
- D. To maximize the availability and sharing of the latest technological equipment and techniques.
- E. To consolidate and share the skills of the most experienced and qualified commanders, supervisors and investigators.
- F. To conduct thorough investigations in a timely fashion.

3. GOVERNANCE

The creation and operation of the Special Investigations Unit (SIU) will be governed by an Inter-Local Agreement signed by the CEO's of participating law enforcement, prosecutor and coroner agencies. SIU Protocol and Guidelines will identify operational aspects of the Unit.

4. CRIMINAL INVESTIGATION AND ADMINISTRATIVE REVIEW

The SIU shall only conduct the criminal investigation of an incident. The SIU shall not conduct administrative investigations/reviews of incidents.

The Employer Agency shall be responsible for any administrative investigation/review of officer-involved incidents. The SIU criminal investigation has investigative priority over the administrative investigation/review. No member of the Employer Agency, to include personnel conducting an administrative investigation/review, will be involved in an SIU criminal investigation except as noted below

Employer Agency personnel conducting an administrative investigation/review may observe, in a non-participatory role, an SIU interview with the Involved Officer(s) or Witness Officer(s) if:

- A. The Involved Officer(s) or Witness Officer(s) desires to provide a single, voluntary (non-compelled Garrity) statement, and requests that Employer Agency personnel conducting the administrative investigation/review be

allowed to observe the SIU criminal investigation interview. The Administrative Investigator would then be allowed to observe, but not partake in, the criminal investigation interview. The Administrative Investigator may then conduct the administrative interview, but only after the SIU Investigators have completed their criminal investigation interview and left the room.

- B. The Employer Agency requests the Administrative Investigator be allowed to observe, but not partake in, the SIU criminal investigation interview so as to not subject the Involved Officer(s) or Witness Officer(s) from having to be involved in multiple interviews. This shall only be permitted if agreed upon by the Involved Officer(s) or Witness Officer(s).

The results of the SIU criminal investigation may be provided to the Employer Agency for purposes of the administrative investigation/review. No portion of an administrative investigation/review shall be used by the SIU in their criminal investigation.

5. COSTS

Each Member Agency shall be responsible for their employees' wages and associated employee costs of the SIU.

Any necessary equipment or other associated investigative costs that are not covered by the shared resources of the Member Agencies shall be the responsibility of the Venue Agency, upon the approval of the Venue Agency Chief/Sheriff. This includes potential costs for a private company to transcribe SIU recorded interviews. The SIU Incident Commander shall consult with the Venue Agency Chief/Sheriff prior to committing to any additional costs.

The SIU will not be responsible for handling claims of damage to private property as a result of the Officer-Involved Incident or subsequent criminal investigation. Responsibility for handling such claims shall fall upon the Venue Agency Chief/Sheriff.

6. DEFINITIONS

A. DEADLY FORCE

As defined by RCW 9A.16.010, "deadly force" means the intentional application of force through the use of firearms or any other means reasonably likely to cause death or serious physical injury.

B. EMPLOYER AGENCY

The Member Agency that employs the Involved Officer, or employs an officer who is the victim of a fatal or substantial bodily injury. In many cases the Venue Agency will also be the Employer Agency.

C. FATAL INJURY

Injury resulting in death.

D. INVOLVED OFFICER

1. The police employee who used lethal force, or potentially lethal force, in connection with an incident involving a fatal injury or substantial bodily harm.
2. An officer who operated a motor vehicle while on-duty that was involved in a fatal injury and meets the criteria identified in Section 6A(6), "Definitions."

E. MEMBER AGENCIES

Those agencies that have reviewed and agreed to the terms of the Inter-Local Agreement that adopts this Protocol.

1. Voting Member Agency: A Member Agency that has a representative assigned to SIU. These agencies will be allowed to vote on matters related to SIU (i.e. proposed revisions to the SIU Protocol).
2. Non-Voting Member Agency: A Member Agency that does not have a representative assigned to SIU. These agencies may be allowed to participate in SIU discussions, but will not be allowed to vote on matters related to SIU.

F. OFFICER-INVOLVED INCIDENT

Incidents in which the member of a participating agency is an Involved Officer, or the victim of an action, that involves substantial bodily harm or death. The incident may include but is not necessarily limited to:

1. Intentional or accidental shootings, including police tactical incidents involving specialized response units.
2. Intentional or accidental use of any other dangerous or deadly weapon.
3. Assaults upon law enforcement officers, or assaults on other law enforcement employees who are on duty or are acting in a law enforcement capacity.
4. Attempts by law enforcement employees to make arrests or to otherwise gain physical control for a law enforcement purpose.
5. Any fatal injury or substantial bodily harm received while a person is in police custody, including custodial trauma or custodial suicide, but excluding fatal injuries of prisoners which occur while the inmate is under a physician's treatment for a disease or other natural condition which has been diagnosed prior to death.
6. Vehicular collisions, and specifically:
 - a. Including any vehicle fatality which occurs:
 - i. After, although not necessarily as a result of, police gunfire directed at a suspect or the suspect vehicle.
 - ii. In connection with the use of vehicle(s) by police as a "legal intervention" technique intended to apprehend a suspect. "Legal intervention" includes vehicle ramming, roadblocks, or forcing a vehicle to alter its course by cutting in front of it or by contact.
 - iii. As a result of a police pursuit.
 - b. Excluding any vehicle fatality involving:
 - i. Off-duty non-sworn law enforcement employees who are not, at the time of the incident, acting for an actual, apparent, or purported law enforcement purpose.
 - ii. Solo vehicular collisions in which the only injury is suffered by a law enforcement employee who was the driver and sole occupant of a vehicle which was not involved in a collision with any other occupied vehicle.

G. POLICE EMPLOYEE

This protocol applies to employees and to certain other people affiliated with the participating agencies, such as:

1. Full-time, part-time, and hourly sworn and unsworn employees, whether on-duty or off-duty, who are acting for a law enforcement purpose at the time of the incident.
2. Reserve law enforcement officers who are on-duty or who are acting for a law enforcement purpose at the time of the incident.
3. Temporary employees and volunteers, whether paid or unpaid, who are on-duty or who are acting for a law enforcement purpose at the time of the incident.

E. SUBSTANTIAL BODILY HARM

As defined by RCW 9A.04.110(4)(b) and (c), substantial bodily harm or injury means bodily injury which involves a temporary or permanent substantial disfigurement, or which causes a temporary or permanent substantial loss or impairment of the function of any bodily part or organ, or which causes a fracture of any bodily part, or creates a probability of death.

H. VENUE AGENCY

The Member Agency or Agencies within whose geographical jurisdiction the officer-involved incident occurs.

When an officer-involved incident occurs in part in two or more jurisdictions, each of those jurisdictions is a Venue Agency.

When an incident occurs on the boundary of two jurisdictions, or at a location where the relevant boundary is not readily ascertainable or is in dispute, the Venue Agency should be:

1. The Employer Agency if the Involved Officer is employed by either boundary agency, or
2. The agency with the greater interest in the case by virtue of having the predominant police involvement in the incident or by virtue of having had the majority of acts leading up to the fatality occur within its jurisdiction.

For custodial deaths, the agency having custody of the person at the time his/her distress was first discovered is a Venue Agency. Also, a Venue Agency is the one within whose jurisdiction any fatal action was inflicted.

If the death was caused by conduct which was apparently criminal, the lead Venue Agency is the agency within whose geographical jurisdiction the act occurred. If there is apparently no criminal conduct involved in the cause of death, the lead Venue Agency is the one having custody of the victim when distress was first discovered.

If an Involved Officer is in an incident which occurs within the jurisdiction of another Member Agency, and if that officer was acting in the performance of his/her duty at the time of the incident, the Venue Agency may elect to relinquish its role in the criminal investigation.

I. VENUE COUNTY

The county in which the incident occurs.

J. WITNESS OFFICER

An officer who witnessed the use of force by the Involved Officer, and whose action was not a use of lethal force, or potentially lethal force, in connection with an incident involving a fatal injury or substantial bodily harm.

7. UNIT MEMBERS

A. UNIT COMMANDER

The SIU Commander shall be from a Member Agency with the rank of Commander, Captain, or Undersheriff, appointed by the Voting Member Agencies. The Voting Member Agencies shall give due consideration to the input provided by Community Representatives in the selection of the Unit Commander. The Unit Commander has the overall responsibility to manage and coordinate assigned incidents, as well as ensure the readiness and training of the Unit. The Unit Commander will serve as liaison between SIU and the CEO of the Venue Agency and Employer Agency. The Unit Commander shall determine which SIU Members and other resources will be used to investigate each incident.

B. INCIDENT COMMANDER

Upon activation of SIU, an SIU Incident Commander will be appointed from the current roster of SIU Unit Commander and Assistant Unit Commanders. The SIU Incident Commander becomes responsible for direct oversight of all aspects of the specific investigation for which they have been designated as SIU Incident Commander. The SIU Incident Commander will serve as liaison between SIU and the CEO of the Venue Agency and / or Employer Agency. The SIU Incident Commander shall determine which SIU members and other resources will be used to investigate each incident. The SIU Incident Commander shall also be the liaison between SIU and Community Representative(s) (as defined in subsection J below).

If an SIU Incident Commander cannot fulfill their duties as Incident Commander for the duration of the assigned investigation, the SIU Incident Commander duties will become the responsibility of an Assistant SIU Incident Commander. An Assistant SIU Incident Commander should not be from the same agency as the SIU Incident Commander.

C. ASSISTANT UNIT COMMANDERS

The Assistant SIU Commanders shall be from a Member Agency with the rank of Commander, Captain, Undersheriff or Lieutenant, appointed by the Voting Member Agencies. The Voting Member Agencies shall give due consideration to the input provided by Community Representatives in the selection of the

Assistant Unit Commander. Assistant Unit Commanders will aid the Unit Commander, ensuring SIU unit readiness at all times.

D. ADMINISTRATIVE COMMANDER

The Administrative Commander shall be from a Member Agency with the rank of Commander, Captain, Undersheriff or Lieutenant, appointed by the Voting Member Agencies. The Voting Member Agencies shall give due consideration to the input provided by Community Representatives in the selection of the Administrative Commander. The responsibilities of the Administrative Commander include: arranging, coordinating, and documenting all training for the Unit, maintaining records of Unit call-outs, Unit personnel records/roster, Unit equipment inventory, and managing the financial transactions/records of the Unit.

E. INVESTIGATIVE UNIT SUPERVISORS

Investigative Unit Supervisors shall be from a Member Agency with a supervisory rank. SIU Supervisors will be appointed by the Voting Member Agencies. The Voting Member Agencies shall give due consideration to the input provided by the Unit Commander and Community Representatives.

Investigative Unit Supervisors shall be assigned by the Incident Commander to respond to and supervise assigned aspects of an officer-involved incident. Investigative Unit Supervisors shall report directly to the Incident Commander during an investigation. If an additional supervisor(s) is needed, the Incident Commander shall designate an acting supervisor from within SIU. Unit Supervisors should not be from the same agency.

F. INVESTIGATORS

Investigators shall be commissioned officers from a Member Agency, preferably with previous experience as a detective or investigator. They shall be appointed by their respective agencies, with due consideration given to the input from the SIU Commander and Community Representatives. Investigators shall complete tasks assigned by SIU supervisors or Commanders.

G. EVIDENCE TECHNICIAN

The Evidence Technician shall be from a Member Agency. They shall be appointed by their respective agencies, with due consideration given to the input from the SIU Commander and Community Representatives. The SIU Evidence Technician will help with documenting evidence, collecting evidence, packaging evidence, transporting evidence, data collection and other duties assigned by SIU Supervisors or Commanders.

H. CORONER REPRESENTATIVE

A coroner representative from each participating county will be assigned to SIU to perform the Coroner's function during the investigation of an SIU incident. If not the duly elected Coroner, the Coroner shall appoint a representative from his/her office with due consideration given to the input from the SIU Commander and Community Representatives. The representative from the Venue County Coroner's Office will be activated for incidents involving death to aid in the investigation of that particular incident.

I. PROSECUTOR REPRESENTATIVE

A prosecutor representative from each participating county will be assigned to SIU to serve as a legal consultant. If not the duly elected Prosecutor, the Prosecutor shall appoint a representative from his/her office with due consideration given to the input from the SIU Commander and Community Representatives. The representative from the Venue County Prosecutor's Office will be activated to provide legal advice in the investigation of that particular incident.

J. COMMUNITY REPRESENTATIVE

Pursuant to WAC 139-12, non-law enforcement Community Representatives will be assigned as non-investigative participants of the SIU.

The communities and residents within each county may differ from their neighboring counties. Therefore, for the Benton, Franklin and Walla Walla County Regional SIU the total number of, and selection process

for, Community Representatives shall be determined independently by each county. The CEO's of the Inter-Local Agreement Member Agencies shall determine the means and methods for selecting Community Representatives for their respective counties. WAC 139-12 requires there be at least two (2) Community Representatives assigned to each SIU activation.

Only Community Representatives for the county in which the incident occurred shall be activated for participation in an SIU investigation. The Member Agency CEO's shall identify a pre-determined number of Community Representatives to be activated for any SIU activation occurring within their respective county (minimum of two). The number of Community Representatives activated for an SIU investigation should be enough to satisfy the intent of WAC 139-12, but not so large that it impairs the operation of SIU. Only the specific pre-determined number of Community Representatives, not the entire pool of representatives, shall be activated for participation in a specific SIU investigation.

Member Agency CEO's for each county shall decide how the pre-determined number of Community Representatives for their respective counties will be selected for SIU activation (i.e. monthly rotational list). The Sheriff for each county shall supply an updated list to the SIU Incident Commander with the pre-determined names and contact information for those Community Representatives who would be on-call for an SIU activation. The list should include an appropriate number of alternate names and contact information should the first ones not be available.

Pursuant to WAC 139-12, Community Representatives shall:

1. Participate directly in the vetting, interviewing, and/or selection of SIU personnel;
2. Review conflict of interest statements submitted within 72 hours of an SIU activation. Be present at the briefings with the Employer and Venue Agency's CEO's;
3. Have access to the completed SIU investigation report;
4. Be provided a copy of all SIU media releases prior to release;
5. Review notification of equipment used by the Employer or Venue Agency.

The SIU Commander shall ensure that each activated Community Representative signs a binding confidentiality agreement at the beginning of each SIU activation. That confidentiality agreement shall remain in effect until the prosecutor either declines to file charges or when the criminal case is concluded.

If the confidentiality agreement is violated, the Community Representative may be subject to prosecution under RCW 9A.76.020 (Obstructing a Law Enforcement Officer) and RCW 10.97 (Washington State Criminal Records Privacy Act). For the purpose of this section, "criminal background information" is the same as "criminal history information", as defined in RCW 10.97.030(4).

8. UNIT COMPOSITION

SIU should be comprised of the below-listed members. It may not be necessary to have all members activated to respond to an incident. The Unit Commander shall determine which SIU resources are needed for each incident.

- A. Unit Commander (1)
- B. Assistant Unit Commander (2)
- C. Administrative Commander (1)
- D. Supervisors (4)
- E. Investigators (16)
- F. Evidence Technician (3)
- G. Coroner Representative (3 – one from each participating county)
- H. Prosecutor Representative (3 – one from each participating county)
- I. Community Representative (Number to be determined for each county by the Member Agency CEO's of each county.)

9. APPOINTMENT/SELECTION OF UNIT MEMBERS

A. APPOINTED MEMBERS

1. SIU Commanders: Member Agency CEO's shall appoint the SIU Unit Commander, Assistant Unit Commander and Administrative Commander. SIU Commanders shall be commissioned police officer(s) with previous experience in criminal investigations. Due consideration will be given to the input provided by Community Representatives.
2. SIU Supervisors: The SIU Supervisors shall be appointed by the Member Agency CEO's. SIU Supervisors shall be commissioned police officer(s) with previous experience in criminal investigations. Due consideration will be given to the input provided by the SIU Unit Commander and Community Representatives.
3. Community Representatives: The Member Agency CEO's will appoint at least two (2) community representatives from each their respective counties. The total number, and selection process, shall be determined independently by each county. The representatives should have credibility with, and ties to, their communities. A transparent process should be used for soliciting names and creating a pool of individuals willing to serve in this capacity.

B. SELECTED MEMBERS (All other SIU positions who are not appointed members)

All selected members should be selected through the following process:

1. The SIU Commander shall make written notification to the Member Agency CEO's soliciting personnel from their respective agencies for assignment to SIU.
2. The SIU Administrative Commander shall ensure all applicants meet prerequisites.
3. Qualified applicants shall be interviewed by a Review Board, as appointed by the Member Agency CEO's or the SIU Commander. The Review Board shall include a pre-determined number of Community Representatives.
4. All applicants shall be interviewed using criteria pertinent for the SIU position being sought. The same questions should be asked of each applicant.
5. At the conclusion of the Review Board the SIU Commander should consider the input of the Review Board and submit his/her recommendation(s), to include the input provided by the Community Representatives, to the Member Agency CEO's for final selection.

C. PREREQUISITES

Except for Community Representatives, the following prerequisites should be met by SIU team members:

1. The applicant's agency must be a Member Agency of SIU.
2. The applicant must have the recommendation from their Agency CEO.
3. The agency and applicant must be willing to make a commitment of 3 years' service to SIU (excludes promotion/exigent circumstances)
4. The agency and applicant should be willing to make a commitment to 8 hours of training each quarter.
5. The applicant must be willing to be on call and reasonably available for call-out.
6. The applicant shall be a commissioned officer, preferably with previous experience as a Detective (with the exception of civilian positions including Evidence Technicians).
7. The applicant should meet the basic training requirements identified in the SIU Protocol.

D. PERIODIC APPOINTMENT REVIEW

The Member Agency CEO's shall review the appointment of their SIU Members who have served three years for possible rotation or replacement.

10. TRANSPARENCY

SIU's Protocol, Guidelines, and team member names will be considered public information and shall be provided if requested. Members of the public may seek the information via a Public Records Request through the law enforcement jurisdiction in which they live.

11. CONFIDENTIALITY

Information obtained by SIU investigations will generally be confidential while the investigation is pending. SIU Members shall not voluntarily share confidential information with individuals other than SIU Members. The SIU Commander is allowed to share limited information, as defined by WAC 139-12, with the Venue and Employer Agencies' CEO. Information shall not be shared with others, to include non-involved CEO's. The SIU Commander may share information with the Venue and Employer Agency's CEO, or his/her designee, concerning the progress of the investigation so that they can manage the internal administrative function, and communicate with their community about the progress of the investigation.

Once the investigation is complete, the investigation file will be subject to requests under the Public Records Act. Refer to Section 33, "Release of Information/Public Information Officer."

If the CEO of the Venue Agency requests SIU release the body cam video or other investigative information of urgent public interest, the SIU Commander shall honor the request if agreed to by the Venue Prosecutor.

12. REMOVAL FROM UNIT

Members can be removed from SIU by their respective Member Agency CEO in accordance with the agency's policies or practices.

13. UNIT MEMBERS AND EQUIPMENT FROM AN EMPLOYER AGENCY

To maintain proper objectivity, any SIU member from the Employer Agency shall not participate in the investigation of that particular incident. An exception may apply to the Washington State Patrol, which includes the Washington State Patrol Crime Labs and Crime Scene Response Team, since they are a statewide agency.

- A. Specialized equipment belonging to the Employer Agency should not be used by SIU unless no reasonable alternative exists, or
- B. The equipment is critical to carrying out the SIU investigation, or
- C. The SIU Commander can reasonably demonstrate why it is needed, and steps are taken to appropriately limit the role of Employer Agency personnel used in the facilitation of the equipment.

Pursuant to WAC 139-12, the SIU Commander shall notify the assigned Community Representatives about Employer Agency equipment that is used in the SIU investigation.

d Sheriffs at a later date. elect qualified non-law enforcement community representatives to SIU will be constructed by Chiefs a

14. TRAINING

SIU members, other than Evidence Technicians, Community Representatives or other civilian members, should have received the basic training identified below prior to appointment with SIU. Some courses may be waived based upon the member's experience and/or on-the-job training, as determined by the SIU Commander. The SIU Commander shall give due consideration to the input from the Community Representatives prior to making a waiver. The advanced training, taken before and/or during their SIU appointment, is desirable and Member Agencies should make reasonable effort to provide this training.

A. BASIC TRAINING

- 1. Basic Homicide Investigation
- 2. Crime Scene Investigation
- 3. Interviewing and Interrogation
- 4. Crime Scene Photography (which may include Videography)

B. ADVANCED TRAINING

1. Advanced Homicide Investigation
2. Advanced Interviewing and Interrogation
3. Officer-Involved Shooting Investigation
4. Blood Spatter
5. Crime Scene Laboratory Services
6. DNA
7. In-Custody Death Investigation (which may include Excited Delirium and Positional Asphyxia)
8. Other related training, seminars, and conferences or on-going training as offered by WSCJTC or other training venues on an as available basis.

C. QUALIFIED LEAD INVESTIGATOR CERTIFICATION

1. The Washington Criminal Justice Training Commission shall issue an "IIT Qualified Lead Investigator" certification to ensure those assigned to lead an SIU investigation meet the training requirement.
2. Evidence Technicians are not required to obtain the IIT Qualified Lead Investigator certification.

D. IN-SERVICE TRAINING

The SIU shall strive to maintain a unit of highly skilled and trained investigators. SIU Commanders, Supervisors, Investigators, and Evidence Technicians should train together as a unit at least twice annually. Quarterly training should be allowed based upon need.

E. COMMUNITY REPRESENTATIVE TRAINING

Upon appointment, the SIU Commander shall ensure Community Representatives receive orientation training that reviews relevant RCW's and WAC's, discuss the lawful authority and responsibility of Community Representatives, review the role of Community Representatives in an SIU activation (to include identifying not only what their role is, but also what their role is not), and discuss the responsibility of SIU in a criminal investigation, to include reviewing SIU Protocol and Guidelines. Community Representatives should be familiarized with the scientific work conducted by the Force Science Institute as it relates to the working of the brain during critical events, the dynamics of eyewitness observations, and sensory deprivation that may occur during critical events.

15. SIU RECORDS

Records shall be maintained by the SIU Administrative Commander of all unit activity including:

- A. Selection Process
- B. Personnel History
- C. Call-out activity
- D. Unit and individual training

16. REQUESTING SIU ASSISTANCE

The on-scene Venue Agency supervisor should fulfill whatever internal agency notifications are necessary, ensure the criteria for SIU activation is met, and request the services of SIU as soon as reasonably possible. The notification for SIU activation shall be made directly to the SIU Commander, either by Venue Agency personnel or through SE-COMM. The SIU Commander shall confirm SIU criteria is met and make appropriate notifications to activate the team.

The Protocol identified in this document becomes effective upon the activation of SIU.

Member Agencies may request SIU activation upon the occurrence of any sensitive or critical event involving a law enforcement employee which may have possible criminal liability attached. Upon this unilateral invocation, the matter will be investigated under the provisions of this Protocol. Such incidents may include:

- A. A fatality which is not covered by this protocol but reasonably justifies an SIU investigation.

- B. An officer-involved incident where the injuries are not fatal or substantial, but the circumstances reasonably justifies an SIU investigation.
- C. Any other sensitive or critical event involving a law enforcement employee where criminal conduct is a possibility to be investigated.

A formal SIU activation should only be used for its intended purpose. If there is an incident that does not meet the initial SIU criteria, but a Member Agency CEO desires the type of coordinated investigation with qualified investigators that SIU can provide, a mutual aid request can be made. SIU personnel can be activated under the authority of a mutual aid request in order to conduct a standard criminal investigation, but outside the auspices of SIU and its intended purpose.

17. ACTIVATION

Upon the request for SIU, and after confirming the criteria for SIU assistance is met, the SIU Incident Commander should call the Venue Agency supervisor at the scene to obtain all available information. The SIU Incident Commander shall determine what and how many SIU resources are needed. Not all incidents may require activation of the entire SIU. The SIU Incident Commander shall initiate the proper SIU notification process to ensure needed personnel are notified and respond.

Within 72 hours of activation, involved SIU members must complete a CJTC "conflict of interest" assessment tool regarding any connection to the Involved Officer(s). The conflict assessment tool will be reviewed by the SIU Incident Commander and the assigned Community Representatives.

18. SPECIAL COMMUNICATIONS

Upon activation of the SIU, the following standards for special communications will occur:

- A. A family member of the person against whom deadly force was used will be notified as soon as they can be located by either the Venue agency or the SIU, whichever is faster;
 - 1. Within 24 hours of activation, a member of SIU will be assigned as a Family Liaison and will keep the family, or a representative of the family's choice, apprised of significant developments in the SIU investigation. The family and the Employer Agency shall receive advance notice of scheduled press releases.
- B. Neither the Employer Agency, Venue Agency, nor SIU shall provide the media with criminal background information of the person against whom deadly force was used, unless it is specifically requested, and the release of information is required by the Public Records Act or other applicable laws.
- C. If the person against whom deadly force was used is, or is believed to be, a member of a federally recognized tribe:
 - 1. The Venue Agency will notify the Governor's Office of Indian Affairs (GOIA) in accordance with RCW 10.114.021
 - 2. Within 24 hours of activation, a member of SIU will be assigned as a Tribal Liaison and keep the tribe (or a representative of the tribe's choice) apprised of significant developments in the SIU investigation.

19. AUTHORITY

Once the agreement has been made for SIU to investigate an incident, as requested by the Venue Agency, the SIU Incident Commander shall have sole and exclusive authority concerning the criminal investigation of the incident.

The SIU criminal investigation shall adhere to SIU Protocol and Guidelines. Each member of the SIU shall ensure they adhere to the policies and practices outlined in the SIU Protocol and Guidelines.

20. VENUE AGENCY RESPONSIBILITIES

- A. The Venue Agency must be a Member Agency in order for the SIU to be activated.
- B. Venue Agency first responders should ensure that emergency life saving measures are taken.
- C. The on-scene Venue Agency supervisor may attempt to obtain critical information pertinent to the safety of officers and citizens. Refer to the section "Obtaining Critical Information."
- D. The Venue Agency should ensure proper crime scene protection. This includes, but is not limited to, immediately securing the crime scene, controlling access into the crime scene, location and preservation of perishable evidence, and recording the names of individuals who have entered the crime scene. Written reports are expected from those who enter a designated crime scene.
- E. The Venue Agency should attempt to identify witnesses who are present at the scene. Potential witnesses (including Witness Officers) should be sequestered as soon as reasonably possible. Witness Officers should be directed by their Employer Agency supervisor or commander to not discuss details of the case with the Involved Officer or other Witness Officers until SIU has completed their interviews with those officers.
- F. If, prior to the arrival of SIU personnel, a person is transported to a hospital with life-threatening or fatal injuries, the Venue Agency should provide an officer to accompany that person in order to:
 - 1. Locate, preserve, safeguard and maintain the chain of custody for physical evidence.
 - 2. Obtain a dying declaration, spontaneous statement, and/or statement of then-existing, or previous, mental or physical state.
 - 3. Maintain custody of the person if he/she has been arrested.
 - 4. Provide information to medical personnel about the incident that is relevant to treatment, and obtain information from medical personnel relevant to the criminal investigation.
 - 5. Identify relevant people, including witnesses and medical personnel.
- G. If a law enforcement officer has been injured and transported to a hospital, the agency in whose jurisdiction the hospital is located should provide appropriate security and assistance. The Employer Agency should be responsible for providing necessary assistance to the officer's family at the hospital.
- H. The Venue Agency should provide a Supervisor or Incident Commander who is available at the scene. That person should update SIU personnel upon their arrival at the scene.
- I. The Venue Agency should make department personnel available to the SIU.
- J. For incidents in which a suspect is taken into custody, the Venue Agency will coordinate appropriate security measures with the SIU Incident Commander and bear the costs of security until the suspect is available for booking. It is understood that special circumstances may dictate that another Non-Venue Agency may provide assistance and security upon request of the Venue Agency's Chief/Sheriff.
- K. The Venue Agency should turn over to SIU in a timely manner all evidence that is in their possession.
- L. The Venue Agency should make all documents, reports, and information on the incident available to the SIU in a timely manner.
- M. The Venue Agency should allow use of space and equipment as needed by the SIU.

21. OBTAINING CRITICAL INFORMATION

The Involved Officer may have information that is pertinent to the safety of officers and citizens, as well as the proper preservation of the crime scene. Such information may include, but not be limited to; medical aid that is needed, information necessary to apprehend suspect(s), and identification of perishable evidence. For purposes of this protocol, the reasons or basis for the use of force by an Involved Officer, or details of that use of force, is not considered critical information.

The Venue Agency on-scene supervisor may, based upon that agency's training, policy or guidelines, attempt to obtain critical information from the Involved Officer that is reasonably necessary to aid injured persons, apprehend suspect(s) and protect perishable evidence

All Member Agency supervisors and commanders should be familiar with *Garrity v. New Jersey* and the consequences to a criminal investigation of directing or ordering an employee to answer questions.

- A. The SIU investigation shall not consider or use any compelled information provided by an Involved Officer who was directed or ordered to provide such information.
- B. Any supervisor or other agency member who has directed or ordered an employee to answer questions shall immediately report that fact to the first-arriving SIU investigator and the SIU Incident Commander upon his/her arrival at the scene.
 - 1. Details of the compelled information learned from the employee shall not be provided to SIU personnel.
- C. The SIU Incident Commander shall attempt contact with the Involved Officer to inquire if he/she was directed or ordered to answer any questions.
 - 1. Details of the compelled information shall not be obtained.
 - 2. The SIU Commander shall ensure that no compelled information is used as part of the SIU investigation unless authorized by the Venue Agency prosecutor.

22. TURNING OVER CONTROL OF THE CRIME SCENE TO SIU

The Venue Agency Supervisor or Incident Commander shall turn over control of the crime scene to the SIU Incident Commander upon his/her arrival. SIU then becomes responsible for the crime scene and initiation of the criminal investigation. The Venue Agency shall maintain perimeter control of the crime scene if requested by the SIU Incident Commander.

A criminal act or investigation (i.e. robbery, burglary, search or arrest warrant service) may have preceded the Officer-Involved Incident. If so, the SIU Incident Commander shall consult with the Venue Agency Incident Commander to determine which agency should investigate that preceding event, to include pursuing criminal charges related to that event. If so requested, SIU shall assume responsibility for the criminal investigation of the preceding event. Otherwise, SIU will limit its criminal investigation to the Officer-Involved Incident.

23. SIU GUIDELINES

The SIU is comprised of personnel from multiple agencies, whose specific investigative roles may change from case to case. The SIU recognizes it is important to maintain consistency in the quality and type of investigation that is performed. Therefore, the SIU Unit Commander will maintain guidelines consisting of best-practice methods and techniques to be used during SIU investigations.

SIU members will follow the guidelines as a part of their investigation. A completed copy of the guidelines shall be filed as part of the official case file.

The SIU Guidelines are formally adopted as part of the SIU Protocol.

24. SEIZING AN OFFICER'S WEAPON

If, upon arrival of SIU personnel, an Involved Officer is still in possession of a firearm or other weapon that was used in the incident, the SIU Incident Commander will coordinate obtaining that firearm or weapon with the Employer Agency Supervisor or Incident Commander.

The SIU Incident Commander shall ensure an inspection is conducted of all Witness Officer's (or other officers who may have been present at the time that force was applied) firearms, ammunition or other weapons. These inspections will be coordinated through that officer's Employer Agency Supervisor or Incident Commander.

25. RECOGNIZING POTENTIAL TRAUMA

The duties and responsibilities of a law enforcement officer may place an officer in a position in which he/she may justifiably need to use deadly force, or result in an officer being the victim of a crime.

It is recognized the Involved Officer(s) or Witness Officer(s) may encounter psychological trauma from an incident that is a result of them fulfilling their duties and responsibilities. SIU personnel will be alert for signs that indicate an officer may be suffering from such trauma. SIU personnel will treat Involved Officers with sensitivity and awareness as to the potential of acute stress reaction and/or other psychological trauma.

26. REMOVING OFFICERS FROM THE SCENE

If, upon arrival of SIU personnel, an Involved Officer(s) or Witness Officer(s) are still present at the scene, the SIU Incident Commander will coordinate with the Venue and Employer Agency Supervisor or Incident Commander the removal of those officers from the scene.

To assure witness credibility these officers should, whether they are removed from the scene prior to or after SIU arrival, be kept separated from each other until statements are obtained by SIU. Witness Officers should be directed by their Employer Agency supervisor or commander to not discuss details of the case with the Involved Officer or other Witness Officers until SIU has completed their interviews with those officers.

27. PEER SUPPORT GROUP COUNSELORS

It is recognized that the Employer Agency may have guidelines in place that allow Peer Support Group Counselors who are not involved in the incident to have access to the Involved or Witness Officers. These discussions are considered privileged communications pursuant to RCW 5.60.060. SIU will allow Peer Support Group Counselor involvement per the Employer Agency's policy or guideline.

28. DOCUMENTING THE INVOLVED OFFICER'S CONDITION

SIU Members should photograph and document any injuries the Involved Officer, or any other officer, may have received. The Involved Officer's clothing will also be photographed and documented. The clothing may be seized as evidence.

29. INTERVIEWING LAW ENFORCEMENT EMPLOYEES

It is recognized that officers who justifiably use deadly force as a part of their official duties and responsibilities may be subject to civil litigation. It is acknowledged that the SIU criminal investigation interview with Involved Officer(s) and Witness Officer(s) may be used by the Employer Agency in the administrative investigation/review of the incident to determine if any policy violations may have occurred. However, Employer Agency personnel conducting an administrative investigation/review should not be involved in an SIU investigation, nor will they normally engage in SIU interviews with Involved or Witness Officers. An allowable exception may be if the Involved Officer(s) or Witness Officer(s) agree to provide a single voluntary (non-compelled Garrity) statement, and requests that Employer Agency personnel conducting an administrative investigation/review be allowed to observe the SIU criminal investigation interview.

SIU recognizes that each agency's collective bargaining agreements (CBA) may establish guidelines for interviewing the Involved Officer(s) and Witness Officer(s). SIU members will familiarize themselves with the Employer Agency's CBA as it pertains to this topic.

Any interview with the Involved Officer(s) or Witness Officer(s) will be scheduled by the SIU Commander through the Employer Agency's CEO or his/her designee.

With the officer's consent, formal interviews by SIU Members with the Involved Officer(s) and Witness Officer(s) will be digitally recorded and transcribed.

A. Interview with the Involved Officer.

1. Unless the Involved Officer is a suspect involving possible criminal charges, the interview with the officer should be treated as a witness interview balancing the need to obtain all necessary information with sensitivity for the circumstances of the necessity of the interview. This approach is to be consistent with similar interviews with members of the public who are not law enforcement officers. An example would be interviewing the parents of a deceased child when there is no probable cause to believe that a parent has committed a crime.
2. Research indicates an Involved Officer's memory often will be helped by revisiting the crime scene and doing a walk through after evidence and evidence markers have been removed, but before the Officer has been interviewed. It is recognized this process can be instrumental in separating a true picture of the event from perceptually distorted recollections, and that the Officer may recognize things in the scene that will stimulate recall. Consequently, if requested by the Involved Officer, SIU will generally allow the Officer, with only his/her legal counsel, to do a walk-through of the scene prior to a formal interview. The legal right to do a walk-through after investigators have left the scene (i.e. public property crime scene versus private property crime scene) will need to be considered. The same approach is often used in homicide cases involving witnesses or suspects who are not law enforcement officers.
3. It is recognized the interview may take place as soon as practical after the incident occurred.
4. The Involved Officer should be allowed to provide a written statement prior to the interview if they so desire.
5. The Involved Officer will be treated with sensitivity and awareness as to the potential of acute stress reaction and/or other psychological trauma.
6. The Involved Officer has the same constitutional rights as any other citizen. The officer has the right to have legal counsel present during the interview. The officer should be provided a reasonable time to consult with legal counsel prior to the formal interview.
7. If the Involved Officer requests a Guild Representative (other than an attorney) be present during the interview, the SIU Interviewer(s) will notify the SIU Commander. The Commander will then consult with the Venue County's Prosecutor and the Employer Agency CEO. A decision will then be made as to whether a Guild representative will be allowed to be present during the interview. If a Guild Representative is allowed to sit in on the interview, the Representative will not be allowed to interfere with, or obstruct, the interview process.
8. As determined by legal standards, the Miranda Rights are generally required only when a criminal suspect is in custody and is subjected to interrogation. Consequently, an Involved Officer should only be advised of Miranda Rights at the beginning of an SIU interview if it meets this standard.
9. SIU Investigators shall consult with the Venue Agency Prosecutor concerning possible advisement of Miranda Rights prior to a formal interview with the Involved Officer. There may be case specific circumstances which may prompt the Venue County Prosecutor to request an Involved Officer be advised of Miranda Rights prior to the SIU interview. If such a request is made, SIU Investigators shall advise the Involved Officer of Miranda Rights at the beginning of the interview.
10. Should an Involved Officer elect to not provide a voluntary, non-compelled statement to SIU Investigators, the Venue County Prosecutor may:
 - a. Request a Coroner's Inquest be convened pursuant to RCW 36.24.020 to aid in determining facts of the case and the cause of death, or
 - b. Request a Special Inquiry be convened pursuant to RCW 10.27.170.

B. Interview with a Witness Officer.

1. Interviews with Witness Officer(s) will likely need to be arranged as soon as reasonably possible after the incident occurred. Witness Officers will be interviewed separately.
2. SIU Members should be alert for signs the Witness Officer(s) are traumatized and may need some time to decompress prior to giving a statement.
3. Generally, an officer who is a witness to the use of force and is not involved in the application of force in any manner, and is not a subject of the investigation, does not have a right to union representation during his/her interview. That is unless the Witness Officer reasonably believes his/her statement may result in discipline. Under such circumstances, if the officer requests Guild

representation, he/she may be allowed to have a Guild Representative present during the interview. The Representative will not be allowed to interfere with, or obstruct, the interview process.

4. Witness Officer(s) may, if appropriate, be asked to participate in a walk-through of the scene with SIU investigators.

30. INTOXICANT TESTING

Law enforcement employees have the same rights and privileges that any civilian would have regarding intoxicant testing. If SIU Members determine a law enforcement employee's state of sobriety is relevant to the criminal investigation, they may:

- A. Obtain the blood and/or urine sample by valid consent.
- B. Apply for a search warrant to obtain the samples.
- C. When applicable, utilize the provisions of the Motor Vehicle Code of state statutes for vehicle driving incidents.

31. RELIEVING INVOLVED OFFICERS OF DUTY

SIU does not have the authority to, and will not be involved in, relieving any Involved Officer(s) or Witness Officer(s) of their duties. Any such action will be the responsibility of the Employer Agency.

32. PLANNED POLICE ACTION

If the officer-involved incident is a result of a planned police action (i.e. search warrant service, arrest warrant service, tactical operation), documents and materials associated with the planning and execution of that action shall be turned over to SIU. Personnel involved in the planning of, and execution of, the planned action shall be interviewed by SIU. Those personnel should not debrief the incident amongst themselves until the last SIU interview is conducted with those involved.

33. AUTOPSY

Autopsies will be coordinated with the SIU Coroner Representative and will be conducted through the Venue County Coroner's office. An SIU Member will be present during autopsy and take all appropriate investigative steps.

34. KEEPING THE VENUE/EMPLOYER AGENCY INFORMED

The SIU Incident Commander should ensure the Venue Agency and Employer Agency's CEO is kept informed of the progress of the criminal investigation. Release of information shall comply with WAC 139-12, to include the assigned Community Representatives to be present when updates are provided.

35. RELEASE OF INFORMATION / PUBLIC INFORMATION OFFICER

Pursuant to WAC 139-12, the release of public information concerning the criminal investigation will be done only by the SIU. The Venue or Employer Agency may make their own release of information, but not pertaining to any aspect of the criminal investigation itself, to the public as deemed appropriate by the agency CEO. The SIU release of public information shall adhere to the following:

- A. The SIU should release only appropriate and necessary information about the investigation to the public. That information should normally be restricted only to the facts of what occurred, as determined by the SIU investigation. The SIU should not offer any opinions about the actions taken by, or motivation of, any involved parties in the incident. Nor should any speculation or opinions be offered about legal matters. Legal matters falls under the responsibility of the Venue Prosecutor's Office.

- B. Public release of autopsy results should be made by the Coroner's Office, but only after consultation with the SIU Incident Commander and the Venue Prosecutor's Office. Information that may hinder or obstruct the investigation should not be released.
- C. The SIU Incident Commander shall appoint a SIU Public Information Officer (PIO). The SIU PIO shall provide their contact information to media representatives and clarify that information concerning the criminal investigation will be provided only by the SIU. The SIU PIO should provide public updates about the investigation at a minimum of once per week, even if there is no new progress to report.
- D. The following shall receive advance notice of, to include a copy of, any public information released by the SIU:
 - 1. The family representative for the person against whom deadly force was used, and
 - 2. The Employer and Venue Agency CEO, and
 - a. The Employer Agency shall be responsible for notifying the Involved Officer(s) and/or Witness Officer(s) if they so choose.
 - 3. The Community Representatives assigned to the SIU investigation in which media releases are applicable.

Requests for Release of Public Records of SIU investigative reports preferably would be made through the Venue Agency. However, individual agencies represented on the Unit will be required to follow applicable statutes for reports of their Unit members should a request for public records be filed with that agency. Release of any reports or records will follow the policy or guideline of the respective agencies. The SIU Incident Commander will be notified by the Venue Agency, Employer Agency or any Unit Members that receive a records request related to the incident while the investigation is pending.

36. RELEASE OF THE CRIME SCENE

Only the SIU Incident Commander, in consultation with and approval from the Venue Agency Prosecutor, may authorize release of the crime scene upon completion of the criminal investigation. The SIU Incident Commander shall notify the Employer and Venue Agency Chief/Sheriff of the intent to release the scene prior to it actually being released.

37. REFERRAL TO THE VENUE COUNTY PROSECUTOR

In coordination with the SIU Prosecutor Representative, the SIU Incident Commander will present the SIU investigative file to the Venue County Prosecutor for consideration of a Coroner's Inquest, referral to the Department of Justice, and review of filing on any potential criminal charges.

The Prosecutor shall also be available for consultation on search warrants, special inquiry proceedings, special inquiry subpoenas, and issues regarding statements by law enforcement officers when Garrity or other issues are raised.

38. EVIDENCE STORAGE

All evidence should be stored under the control of, and at the evidence storage facility of, a Non-Employer Member Agency designated by the SIU Incident Commander. The SIU Incident Commander shall coordinate with that Member Agency's CEO. The SIU Evidence Technician shall work with that Member Agency's Evidence Technician on details of inventorying and storage of evidence items.

The Venue Agency shall be responsible for storage and handling costs of extraordinary items such as vehicles, HAZMAT, etc.

39. CASE FILES

All original reports, statements, and other documentation of Venue Agency employees should be filed and maintained by the Venue Agency. Copies of those reports, statements, and other documentation shall be submitted to the SIU Commander in a timely manner.

SIU will file reports under the assigned Venue Agency case number. The Venue Agency face sheet and original report will be completed by a Venue Agency officer, other than the Involved Officer. It is recognized the original report may be brief, and will be supplemented by detailed SIU reports.

Justifiable homicides often occur in conjunction with other criminal offenses. The National Incident Based Reporting System (NIBRS) data collection guidelines identify the justifiable homicide must be reported as a separate incident from the other criminal offense. For the justifiable homicide case, NIBRS requires that the Involved Officer be listed as a “suspect,” and the perpetrator who is killed be listed as a “victim.” Other officers or civilians should be listed as “witness” or “involved other.”

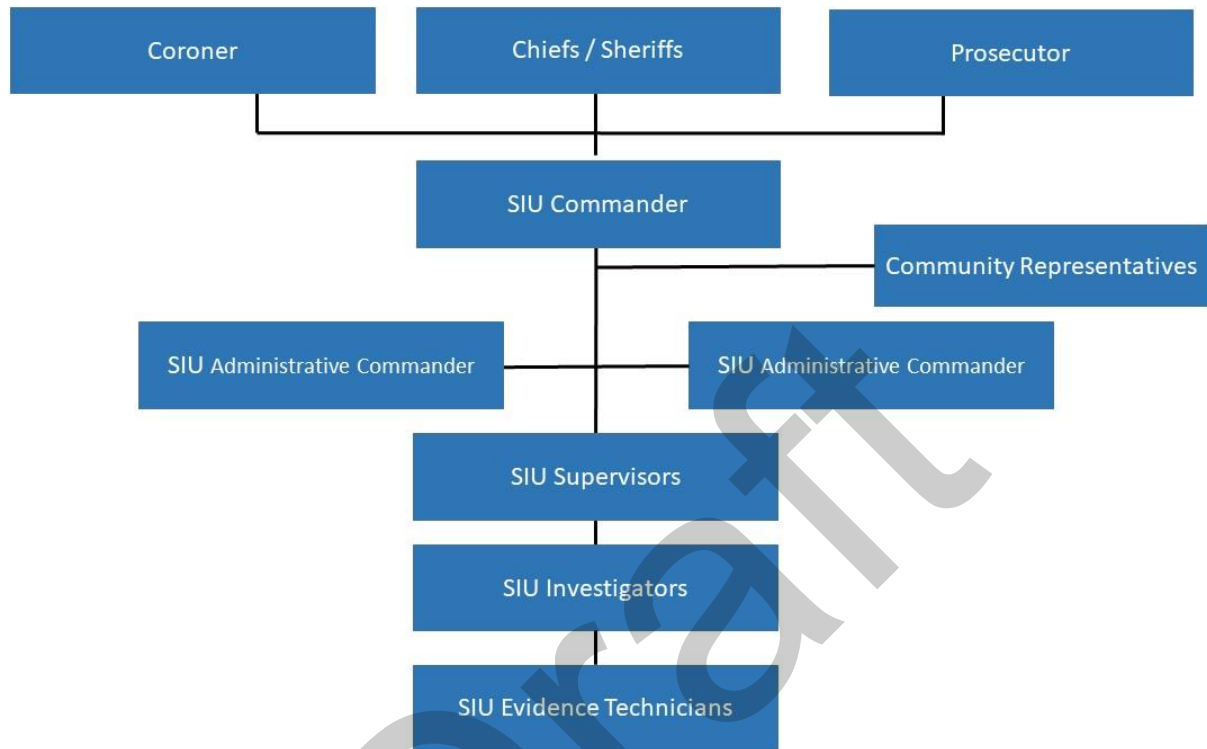
SIU members shall file their investigative reports on a standard supplemental report template. SIU reports will be completed outside of the standardized, multi-agency records management system (RMS) utilized for police incident reporting. The purpose in completing SIU reports outside the RMS is the intentional separation of information from the normal practices of police report submission. Completed SIU reports shall be submitted to the SIU Commander only after review and approval by the designated SIU supervisor. SIU reports will be completed in a timely manner.

The SIU Incident Commander will establish a master page number index system for each page of the report. In an effort to ensure protection of the integrity of information contained in the SIU investigation, SIU investigators will not enter or otherwise index persons involved in the SIU investigation into the regional records management system. Indexing of persons involved in the SIU investigation will be the responsibility of the Venue Agency once the final report has been completed, and published to the Venue Agency.

Once the SIU investigation is complete, SIU will not maintain copies of any master case files. The original master case file shall be turned over to the Venue Agency for filing and retention as required by law.

40. INCIDENT DEBRIEFING

An incident debriefing for SIU members will be conducted as soon as practical after each activation. The debriefing will be scheduled and conducted by the SIU Incident Commander.

41. ORGANIZATIONAL CHART



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/2/2023

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointments to the Richland Public Facilities District Board: Steven Wiley and Charles Miller

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Steven Wiley to Position No. 2 and Charles "Ted" Miller to Position No. 3 on the Richland Public Facilities District Board.

Summary:

Three (3) applications were received as a result of advertising for two (2) vacant positions on the Richland Public Facilities District Board. On April 25, 2023, Mayor Christensen, Mayor Pro Tem Richardson, Council Liaison Jones and City Manager Amundson interviewed all candidates and are recommending the following appointments to serve the unexpired terms:

Steven Wiley to Position No. 2

Charles "Ted" Miller to Position No. 3

The unexpired term for Position No. 2 ends on July 15, 2026.

The unexpired term for Position No. 3 ends on July 15, 2025.

Application packets are on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

I. RPFDB Recommendation Memo

CITY OF RICHLAND
OFFICE OF THE CITY MANAGER

625 Swift Boulevard, MS-4
Richland, WA 99352
(509) 942-7390



MEMORANDUM

TO: Richland City Council

FROM: Jon Amundson, City Manager

DATE: April 26, 2023

SUBJECT: Recommendation for appointments to the Richland Public Facilities District Board

On April 25, 2023, interviews were conducted by Mayor Christensen, Mayor Pro Tem Richardson, RPFDB Council Liaison Jones and City Manager Amundson of the three (3) applicants for the two (2) vacant positions on the Richland Public Facilities District Board (RPFDB).

Steven Wiley is recommended for appointment to Position No. 2 on the RPFDB. The unexpired term for this position expires on July 15, 2026.

Charles "Ted" Miller is recommended for appointment to Position No. 3 on the RPFDB. The unexpired term for this position expires on July 15, 2025.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/2/2023

Agenda Category: Items of Business

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-69, Authorizing a Third Amendment to the 2019 Community Development Block Grant Annual Action Plan

Department/Office
Development Services

Ordinance/Resolution Number:
2023-69

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-69, authorizing a Third Amendment to the 2019 Community Development Block Grant Annual Action Plan as provided therein.

Summary:

In 2020, the Coronavirus Aid, Relief and Economic Security (CARES) Act allocated \$310,301.00 to the City of Richland to benefit income-qualified individuals impacted by the pandemic. As of March 1, 2023, \$140,725.73 of this original funding remains unspent. An amendment to the 2019 Annual Action Plan is required to reallocate the remaining funds. The proposed reallocation of the existing balance is as follows:

Activity	Amount
Public Service (increased funding)	\$80,701.00
Public Facilities* (new activity)	\$60,024.73
Total	\$140,725.73

*Contingency - Public Facilities may receive additional funding from Public Service if funding from Public Service remains unspent.

Public Service Activity: Emergency financial assistance to eligible applicants who have encountered a short-term financial impact as a result of COVID-19. Eligible services include:

- Mortgage or rent assistance not to exceed three (3) months or \$3,000.00.
- Utility assistance not to exceed three (3) months or \$1,000.00.

Public Facilities Activity: Businesses in low- to moderate-income areas remain impacted by COVID-19. The Uptown Shopping Center's common areas and sidewalks are poorly lit, which causes many businesses to limit their hours due to lack of lighting.

- 52 pedestrian-level light fixtures will be installed in the common areas of the Uptown Shopping Center in an effort to increase business traffic.

Staff recommends adoption of Resolution No. 2023-69.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2023-69
2. COVID-19 CDBG-CV Third Substantial Amendment

RESOLUTION NO. 2023-69

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING A THIRD AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT 2019 ANNUAL ACTION PLAN, ALLOWING FOR NECESSARY BUDGET ADJUSTMENTS AND AUTHORIZING THE CITY MANAGER TO TRANSMIT THE NECESSARY DOCUMENTS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) made supplemental Community Development Block Grant (CDBG) funding grants available to prevent, prepare for, and respond to the novel Coronavirus (the “CDBG-CV Grant Funds”); and

WHEREAS, the City of Richland received an allocation of \$310,301.00 in CDBG-CV Round Three Grant Funds for immediate use; and

WHEREAS, on November 17, 2020, Richland City Council adopted Resolution No. 155-20, approving funding of \$31,030.00 for Grant Administration, \$161,030.00 for Business Assistance, and \$118,241.00 for Public Service; and

WHEREAS, as of March 1, 2023, \$14,058.83 remains available in Grant Administration, \$73,802.00 remains available for Business Assistance, and \$52,864.90 remains available in Public Service for a total of \$140,725.73; and

WHEREAS, a third amendment to the 2019 Annual Action Plan is required to permit the City to utilize the CDBG-CV Grant Funds as described in **Exhibit A**, attached hereto; and

WHEREAS, a notice of public comment was duly advertised, and no comments were received during the 30-day comment period.

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

Section 1. The use of grant funds under the CDBG-CV 2019 Community Development Block Grant Program is hereby approved. A list of activities recommended by staff to receive an allocation of CDBG-CV Grant Funds is attached hereto as **Exhibit A**. Funded activities are further detailed in the amended 2019 Annual Action Plan, which is hereby approved. This resolution shall constitute final certification.

Section 2. The City Manager of the City of Richland is authorized to submit appropriate forms requesting funds for these projects, and to provide such additional information and take such steps as are necessary to obtain approval, and serve as the City Official under the National Environmental Policy Act of 1969, insofar as the provisions of such Act apply to this grant.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of May, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Exhibit A to Resolution No. 2023-69

ACTIVITY	AMOUNT
Public Service	\$80,701
Public Facilities*	\$60,024.73
Total	\$140,725.73

*Contingency - Public Facilities may receive additional funding from Public Service if funding from Public Service becomes available.

THIRD SUBSTANTIAL AMENDMENT TO THE FY 2019 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

I. INTRODUCTION

The City of Richland receives annual entitlement funds from the United States Department of Housing and Urban Development (HUD), which includes the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). A five-year Consolidated Strategy Plan must be developed before funds are received or expended. Each year throughout the five-year plan, the City must develop an Action Plan describing how the funds will be used. Any substantial changes in funding, goals or activities require a substantial amendment to the Consolidated Strategy Plan as set forth in 24 CFR Part 91, which includes:

- Purpose of a project is changed to a new eligible category, modification of a project to address a different CDBG national objective; and
- Funding exceeds twenty-five percent of the City's current federal award allocation.

On March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief and Economic Security (CARES) Act. The CARES Act made available an additional \$310,301.00 to the City of Richland under the Community Development Block Grant (CDBG-CV) as part of the continuing efforts to prevent, prepare for, and respond to the coronavirus pandemic.

As of March 1, 2023, \$73,802.00 remains available under Business Assistance, \$52,864.90 in Public Service and \$14,058.83 in Administration for a total of \$140,725.73. Emergency financial assistance for low-income families affected by COVID continues to remain a need in the community. Small businesses remain affected by COVID. The Uptown Shopping Center does not have sufficient lighting for safety and social distancing. As a result, many businesses limit their hours. The shopping center is located in a 58.29% low-moderate income census tract.

II. CITIZEN PARTICIPATION

A variety of mechanisms have been utilized to solicit input from various individuals and entities to develop the substantial amendment. On May 2, 2023, the City of Richland, City Council conducted a public hearing regarding the substantial amendment.

Citizens were provided reasonable notice to comment on the substantial amendment. The public notice was published in the tū Decides on March 23, 2023, and the Tri-City Herald on March 26, 2023. A copy of the proposed amendment is available for review at www.ci.richland.wa.us/cdbg. Hard copies are available at the Richland public library, Community Center, and City Hall.

III. PROPOSED USES OF CDBG-CV REMAINING FUNDS

ACTIVITY	AMOUNT
Public Service	\$80,701.00
Public Facilities*	\$60,024.73
Total	\$140,725.73

*Contingency - Public Facilities may receive additional funding from Public Service if funding from Public Service becomes available.

PUBLIC SERVICES

- Subrecipient to administer emergency financial assistance to eligible applicants who have encountered a short-term financial impact as a result of COVID-19:
 - Mortgage or rent assistance not to exceed three (3) months or \$3,000.00.
 - Utility assistance not to exceed three (3) months or \$1,000.00.
 - Assistance with up to three months of past-due mortgage/utility payments.

PUBLIC FACILITIES

- Businesses in low-moderate income areas continue to remain impacted by COVID-19. The Uptown Shopping Center's common areas and sidewalks remain poorly light. Many businesses limit their hours due to the lack of lighting. Patrons are unable to socially distance in the evening hours as lighting remains a concern:
 - 52 lights will be installed in the common areas of the Uptown Shopping Center on the property owned by the City of Richland.