



Agenda  
City Council Regular Meeting  
Tuesday, January 6, 2026  
Richland City Hall ~ Council Chambers  
625 Swift Boulevard

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## **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 Councilmembers:  
Pat Holten, Position No. 3 (Elected) 4-Year Term  
Kurt Maier, Position No. 6 (Re-Elected) 4-Year Term  
Ryan Whitten, Position No. 7 (Re-Elected) 2-Year Term  
- Jennifer Rogers, City Clerk
2. Selection of Mayor for 2026-2027  
- City Council
3. Selection of Mayor Pro Tem for 2026-2027  
- City Council
4. 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 for distribution.

5. Proposed Amendments to Richland Municipal Code Title 23: Zoning Regulations related to Minimum Parking Requirements, Ordinance No. 2026-01

**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**

6. Approval of the December 16, 2025 City Council Regular Meeting Minutes  
- Jennifer Rogers, City Clerk

### Ordinances - First Reading:

None.

### Ordinances - Second Reading & Passage

7. Ordinance No. 2025-40, Approving the 2029 Council Compensation Plan
  - Lacey Paulsen, Human Resources Director
8. Ordinance No. 2025-41, Rezoning Approximately 29 Acres located at Parcel No. I-2098-100-0002-004 from Suburban Agriculture (SAG) to Low Density Residential (R-I-10)
  - Mike Stevens, Planning Manager
9. Ordinance No. 2025-42, Rezoning Approximately 58.39 Acres located at Parcel Nos. I-3498-201-0595-005, I-3498-200-0005-007, and I-3498-200-0008-000 from Agriculture (AG) to Medium-Density Residential - Small Lot (R-2S) and Retail Business (C-2)
  - Mike Stevens, Planning Manager

### Resolutions - Adoption

10. Resolution No. 2026-01, Authorizing an Option Agreement with Pahlisch Homes, Inc. for 90.53 Acres of Real Property located at 2851 Twin Bridges Road
  - Mike Rizzitiello, Development Services Director
11. Resolution No. 2026-02, Authorizing a Lease Agreement with Gee-Way Development Company, L.L.C. for Commercial Office Space to support Richland Fire & Emergency Services
  - Chris Waite, Parks & Public Facilities Director
12. Resolution No. 2026-03, Authorizing Application and Acceptance for a Washington State Home Electrification and Appliance Rebates Program Grant
  - Clint Whitney, Energy Services Director
13. Resolution No. 2026-04, Authorizing Application and Acceptance of Professional Development Grants from the Washington State Library
  - Christopher Nulph, Library Manager
14. Resolution No. 2026-05, Authorizing a Five-Year Cooperative Service Agreement with the United States Department of Agriculture for Wildlife Damage Management at the Horn Rapids Landfill
  - Carlo D'Alessandro, Public Works Director

### Items - Approval

None.

### Expenditures - Approval

None.

### **Items of Business**

15. Ordinance No. 2026-01, Amending Richland Municipal Code Title 23: Zoning Regulations related to Minimum Parking Requirements
  - Mike Rizzitiello, Development Services Director



## **Reports and Comments**

1. City Manager
2. City Council
3. Mayor

## **Executive Session**

16. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation with Legal Counsel (45 minutes)
  - City Council

## **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.



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/6/2026

Agenda Category: Presentations

Strategic Priority I - High Performance Government

### Subject

Swearing-In of Councilmembers:

Pat Holten, Position No. 3 (Elected) 4-Year Term

Kurt Maier, Position No. 6 (Re-Elected) 4-Year Term

Ryan Whitten, Position No. 7 (Re-Elected) 2-Year Term

### Department/Office

City Clerk

### Ordinance/Resolution Number

### Document Type

Presentation

### Recommended Motion

None.

### Summary

Richland City Council Position Nos. 3, 4, 6, and 7 were Council offices listed on the November 4, 2025 General Election ballot.

Article II, Section 2.01 of the Richland City Charter states that the three (3) candidates receiving the highest number of votes shall serve a four-year term, and the one (1) candidate receiving the fourth-highest number of votes shall serve a two-year term. The Benton County Auditor has confirmed that Pat Holten (Position No. 3), Donald Landsman (Position No. 4), and Kurt Maier (Position No. 6) were duly elected to four-year terms. Ryan Whitten (Position No. 7) was duly elected to a two-year term.

Although Donald Landsman passed away before the November 4, 2025 General Election, votes cast for Mr. Landsman were counted pursuant to Washington election laws. On November 25, 2025, the Benton County Auditor's Office certified the general election and issued a *Certificate of Election* identifying Mr. Landsman as the candidate elected to Position No. 4. Because Mr. Landsman is unable to qualify for office, however, a vacancy in Position No. 4 will exist as of January 1, 2026.

Consistent with the Richland City Charter, the elected councilmembers will be sworn in by the City Clerk for their respective terms of office.

### Fiscal Impact

None.

### Attachments



**WELCOME TO RICHLAND**



# WELCOME TO RICHLAND



## Darius Bunch Jr.

*Police Officer*

*Division: Police*

*Hire Date: 12/01/2025*



# WELCOME TO RICHLAND



## **Ryan Steele**

*Parks & Recreation Assistant*

*Division: Recreation*

*Hire Date: 12/01/2025*



# WELCOME TO RICHLAND



## **Korbin Kavanagh**

*BCES Information Systems Manager*

*Division: SECOMM Operations General*

*Hire Date: 12/08/2025*



# WELCOME TO RICHLAND



## **Marco Covarrubias**

*Police Officer*

*Division: Police*

*Hire Date: 12/08/2025*





# WELCOME TO RICHLAND



## **Andrea Henderson**

*Administrative Assistant II*

*Division: SECOMM Operations General*

*Hire Date: 12/08/2025*





# WELCOME TO RICHLAND



## Danae Sands

*Payroll Specialist*

*Division: Finance*

*Hire Date: 12/08/2025*



# WELCOME TO RICHLAND



## **Jose Luera**

*Meter, Power & Protection Technician I*

*Division: Systems*

*Hire Date: 12/29/2025*



## MINUTES

Richland City Council Regular Meeting  
Tuesday, December 16, 2025  
Richland City Hall ~ Council Chambers  
625 Swift Boulevard

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

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

### Welcome and Roll Call

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

|                              |         |
|------------------------------|---------|
| Attendance: Mayor Richardson | Present |
| Mayor Pro Tem Kent           | Present |
| Councilmember Jones          | Present |
| Councilmember Lukson         | Present |
| Councilmember Maier          | Present |
| Councilmember VanDyke        | Present |
| Councilmember Whitten        | Present |

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Chief of Police Pilcher, Energy Services Director Whitney, Finance Director Allen, Parks & Public Facilities Director Waite, Development Services Director Rizzitiello, Human Resources Director Paulsen and City Clerk Rogers.

### Pledge of Allegiance

Mayor Pro Tem Kent led the Council and audience in the Pledge of Allegiance.

### Approval of Agenda

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

### Presentations

1. Ben Dezember, Shameka Garcia, Brian Mora-Pulido and Exceptional Entry Trevor Lang and Marco Covarrubias

Police Chief Pilcher introduced five (5) new hires and provided brief background information on each.

## 2. Fire Chief Huntington - Retirement Recognition

Mayor Richardson formally recognized the retirement of Fire Chief Tom Huntington by presenting a plaque for his 31 years of service with the City of Richland. She highlighted his leadership, modernization of Fire & Emergency Services, regional leadership development efforts, management of significant workforce transition, and receipt of the 2025 Fire Chief of the Year award. Mayor Richardson expressed the City's appreciation and extended best wishes to Chief Huntington and his family in retirement.

## 3. Proclamation with Plaque for Mayor Pro Tem Kent and Councilmember Lukson

Mayor Richardson read a proclamation and presented a plaque to recognize Mayor Pro Tem Kent for her seventeen (17) years of service on the Richland City Council. Mayor Pro Tem Kent offered remarks reflecting on her tenure, expressed appreciation for City staff and the community, and emphasized the importance of maintaining Richland's sense of community and collaboration.

Mayor Richardson also read a proclamation and presented a plaque to recognize Councilmember Lukson for his eight (8) years of service on the Richland City Council, including his leadership as mayor during the COVID-19 pandemic. Councilmember Lukson thanked his family and supporters and acknowledged the commitment required of elected service.

City Manager Amundson stated that Mayor Pro Tem Kent and Councilmember Lukson each played a pivotal role in building a new City Hall, which was completed in 2019. In recognition, he presented Mayor Pro Tem Kent and Councilmember Lukson with a watercolor rendering of Richland City Hall commissioned by a local artist as an additional expression of appreciation for their years of service on Richland City Council.

### **Council Recess (15 minutes)**

At 6:25 p.m., Council recessed for 15 minutes to allow for photographs and refreshments. The meeting resumed at 6:40 p.m.

### **Public Hearing**

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

## 4. Proposed Surplus and Authorizing Relinquishment of a portion of a Utility Easement lying within 1651 April Loop, Resolution No. 2025-165

Mayor Richardson opened and closed the public hearing at 6:43 p.m. No testimony was offered.

## 5. Proposed Surplus and Authorizing Relinquishment of a portion of a Utility Easement lying within 1832 Hunt Avenue, Resolution No. 2025-166

Mayor Richardson opened and closed the public hearing at 6:44 p.m. No testimony was offered.

6. Proposed Surplus and Authorizing Relinquishment of a portion of a Utility Easement lying within 266 Saint Street, Resolution No. 2025-167

Mayor Richardson opened and closed the public hearing at 6:44 p.m. No testimony was offered.

### **Public Comments**

The following individuals provided public comments:

- Kathy Miller, Richland resident, expressed concerns relating to governance and workplace culture at Ben Franklin Transit.
- Scott Frewing, Richland resident and Communications Director for a local church, reported that approximately \$300,000 was raised over a 19-day period through the *Giving Machine*, placed at Fairchild Cinemas. Donations will be distributed directly to local non-profit organizations. He noted that there was strong community participation and thanked Mayor Richardson and Council for their support.
- Francesca Maier, Richland resident, thanked Mayor Pro Tem Kent and Councilmember Lukson for their years of service on the Richland City Council.

### **Consent Calendar**

City Clerk Rogers read the Consent Calendar.

### **Minutes**

7. Approval of the December 2, 2025 City Council Regular Meeting Minutes

### **Ordinances - First Reading**

None.

### **Ordinances - Second Reading & Passage**

8. Ordinance No. 2025-23, Amending Richland Municipal Code Section 9.22.075 related to Park Hours
9. Ordinance No. 2025-26, Related to Waivers of System Development Charges for Affordable Housing
10. Ordinance No. 2025-37, Providing for the Sale of 2026 Electric Revenue Bonds

11. Ordinance No. 2025-38, Amending the 2025 Budget in the General Fund, Streets Capital Construction Fund, General Government Construction Fund, Golf Course Fund, Medical Service Fund, Workers Compensation Fund, Health Care Benefits Plan Fund and Unemployment Fund
12. Ordinance No. 2025-39, Amending Richland Municipal Code Section 14.24.060 related to Electric Retail Rates

### **Resolutions - Adoption**

13. Resolution No. 2025-156, Authorizing a First Amendment to the Horn Rapids Farm Lease with Frank Tiegs, LLC
14. Resolution No. 2025-157, Authorizing an Agreement with the State of Washington Department of Ecology for Brownfields Funding related to Columbia Point Landfill Tract D
15. Resolution No. 2025-158, Authorizing a Consultant Agreement with Maul Foster & Alongi, Inc. for Supplemental Investigation of the Columbia Point Landfill
16. Resolution No. 2025-159, Awarding Commercial Façade Improvement Grant Funds to Desert Veterinary Clinic for Property located at 42 Goethals Drive **(PULLED BY COUNCILMEMBER MAIER AND RELOCATED UNDER ITEMS OF BUSINESS)**
17. Resolution No. 2025-160, Awarding 2026 Business License Reserve Fund Grants
18. Resolution No. 2025-161, Authorizing a Reimbursement Agreement with Nor Am Investment, LLC for Street Improvements on Trowbridge Boulevard
19. Resolution No. 2025-162, Authorizing a Third Amendment to the Wholesale Water Service Agreement with the City of West Richland
20. Resolution No. 2025-163, Authorizing a Second Amendment to the Department of the Army Recreational Lease to remove Bateman Island from the Recreational Lease Premises
21. Resolution No. 2025-164, Authorizing a Consultant Agreement with Efficiency Solutions LLC for Energy Efficiency Commercial Project Inspections and Assessments

### **Items – Approval**

22. Authorizing an Increase to the City Manager's Annual Salary for Calendar Year 2026

## **Expenditures – Approval**

23. Expenditures from November 1, 2025 to November 30, 2025 for \$35,863,185.72 including Travel Checks Nos. 20919-20928, Accounts Payable Check Nos. 341481-342212, Accounts Payable Wire Nos. 10778-10817, Payroll Wires & ACH Nos. 15110-15175, Payroll Check Nos. 237652-237663, and Payroll Direct Deposits Nos. 253090012044-253280013441

**COUNCILMEMBER WHITTEN MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS AMENDED. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.**

## **Items of Business**

24. Ordinance No. 2025-41, Rezoning Approximately 29 Acres located at Parcel No. 1-2098-100-0002-004 from Suburban Agriculture (SAG) to Low Density Residential (R-1-10) (First Reading) (Closed Record)

Mayor Richardson, City Attorney Kintzley, and City Clerk Rogers read the closed record hearing procedures.

Mayor Richardson identified the items that comprise the record for purposes of the closed-record review hearing. The items of record include all documents that were presented to the Richland Hearing Examiner and accepted into evidence at or prior to the open-record public hearing held on July 14, 2025, along with the Hearing Examiner's November 7, 2025 written decision and all ordinances and comprehensive plans adopted by the City and applicable to the project.

City Attorney Kintzley asked if any councilmembers had any potential conflicts of interest regarding the topic. No conflicts were disclosed. 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. Finally, City Attorney Kintzley asked if anyone present had any objection on jurisdictional grounds as required by the Richland Municipal Code. No objections were raised.

Mayor Richardson opened the public hearing at 7:00.

Planning Manager Stevens presented a request submitted by Story Family Five, LLC, on behalf of property owners Raymond French and Thomas French, to rezone approximately 29 acres from Suburban Agriculture (SAG) to Low Density Residential (R-1-10) for Benton County Parcel No. 1-2098-100-0002-004. The property is approximately 29 acres and is part of what is commonly known as the *French Orchard*.

The Richland Hearing Examiner conducted an open-record public hearing on this request on July 14, 2025, and issued a recommendation for approval of the rezone request on



November 7, 2025. Staff recommended that Council concur with the Hearing Examiner's written recommendation and approve Ordinance No. 2025-41 for first reading.

No other testimony was offered. Mayor Richardson closed the public hearing at 7:05 p.m.

Councilmember Jones questioned whether the subject property could be considered for Medium-Density zoning to allow for additional housing development. Planning Manager Stevens replied that under the City's current Comprehensive Plan, the property is designated as Low-Density Residential. He explained that changing the zoning designation would require an amendment to the Comprehensive Plan, which has not been requested by the applicant. He added that such a change could be considered as part of the City's periodic Comprehensive Plan update, which is currently underway and anticipated to be presented to Council for adoption approximately this time next year.

Planning Manager Stevens further added that the recent Middle Housing requirements established by the State of Washington are in the process of being incorporated into city regulations. Once adopted concurrently with the Comprehensive Plan update, the regulations would allow property owners to add additional housing units on their property, should they choose to do so.

**COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2025-41, REZONING APPROXIMATELY 29 ACRES LOCATED AT PARCEL NO. 1-2098-100-0002-004 FROM SUBURBAN AGRICULTURE (SAG) TO LOW DENSITY RESIDENTIAL (R-1-10) FOR FIRST READING. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.**

25. Ordinance No. 2025-42, Rezoning Approximately 58.39 Acres located at Parcel Nos. 1-3498-201-0595-005, 1-3498-200-0005-007 and 1-3498-200-0008-000 from Agriculture (AG) to Medium-Density Residential - Small Lot (R-2S) and Retail Business (C-2) (First Reading) (Closed Record)

Mayor Richardson, City Attorney Kintzley, and City Clerk Rogers read the closed record hearing procedures.

Mayor Richardson identified the items that comprise the record for purposes of the closed-record review hearing. The items of record include all documents that were presented to the Richland Hearing Examiner and accepted into evidence at or prior to the open record public hearing held on September 8, 2025, along with the Hearing Examiner's November 17, 2025, written decision and all ordinances and comprehensive plans adopted by the City and applicable to the project.

City Attorney Kintzley asked if any councilmembers had any potential conflicts of interest regarding the topic. No conflicts were disclosed. 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. Finally, City Attorney Kintzley asked if anyone present had any objection on jurisdictional grounds as required by the Richland Municipal Code. No objections were raised.

Mayor Richardson opened the public hearing at 7:13 p.m.

Planning Manager Stevens presented on the proposed rezone request, which would amend the current Agriculture (AG) zoning to Medium Density Residential - Small Lot (R-2S) and Retail Business (C-2). Future residential and commercial development consistent with the Badger Mountain South Subarea land use classifications would be allowed. Combined, the three (3) parcels, located at 1251 Bermuda Road, also referenced as Peach Tree Estates 3, are approximately 58.39 acres.

The Richland Hearing Examiner conducted an open-record public hearing on this request on September 8, 2025, and issued a recommendation for approval of the rezone request on November 17, 2025. Staff recommended that Council concur with the Hearing Examiner's written recommendation and approve Ordinance No. 2025-42 for first reading.

Councilmember Maier asked clarifying questions regarding pedestrian and trail connectivity associated with the proposed development. Councilmember Maier noted that while the commercial zoning relocation had previously been discussed, the issue of intended trail connections on the west side of the property had not been clearly addressed. He asked whether there is a cohesive plan to maintain pedestrian access, particularly where existing trails appear to traverse plats to the south.

Planning Manager Stevens replied that the pedestrian connectivity is established through the preliminary plat. He explained that a primary trail corridor is planned along the western property boundary, and that connection points will link through Peach Tree Estates Phase II, with additional connections planned as part of Peach Tree Estates Phase III.

He noted that recent design changes were made to minimize the need for pedestrians to walk long distances along roadways. He also noted that mid-block crossings are proposed to help maintain connectivity between the school site and nearby residential areas. School access via the trail system remains an element of the overall plan.

No other testimony was offered. Mayor Richardson closed the public hearing at 7:20.

**COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2025-42, REZONING APPROXIMATELY 58.39 ACRES LOCATED AT PARCEL NOS. 1-3498-201-0595-005, 1-3498-200-0005-07, AND 1-3498-200-0008-000 FROM AGRICULTURE (AG) TO MEDIUM-DENSITY RESIDENTIAL-SMALL LOT (R-2S) AND RETAIL BUSINESS (C-2) FOR FIRST READING. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.**

26. Ordinance No. 2025-40, Approving the 2029 Council Compensation Plan (First Reading)

Human Resources Director Paulsen presented the proposed 2029 Council Compensation Plan. The update includes a 2.10% market adjustment that will be applied to Council compensation beginning in 2029.

**COUNCILMEMBER LUKSON MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2025-40, APPROVING THE 2029 COUNCIL COMPENSATION PLAN FOR FIRST READING. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.**

27. Resolution No. 2025-155, Establishing Service Delivery Objectives for Richland Fire & Emergency Services

Fire Chief Huntington provided a high-level overview of the Richland Fire & Emergency Service (RFES) Department's proposed updates to its response standards and service delivery objectives. He noted the resolution would establish the adopted standards as the baseline for calendar year 2025, with performance measured against those standards, and that the standards would later serve as performance targets for 2026. He further stated that a comprehensive Standards of Cover document incorporating the updates would be presented by Fire Chief Aust in 2026 as a public-facing planning document.

The objectives define measurable performance standards for emergency response, daily operations, and community risk reduction efforts. Adopting the standards strengthens the department's ability to allocate resources efficiently, aligns departmental operations with industry best practices, and ensures the continued delivery of timely, high-quality emergency services to Richland's residents, businesses, and visitors.

Detailed information can be found in the PowerPoint Presentation included in the agenda packet.

**COUNCILMEMBER MAIER MOVED AND COUNCILMEMBER VANDYKE SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2025-155, ESTABLISHING SERVICE DELIVERY OBJECTIVES FOR RICHLAND FIRE & EMERGENCY SERVICES. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.**

28. Resolution No. 2025-165, Declaring Surplus and Authorizing Relinquishment of a portion of a Utility Easement lying within 1651 April Loop

Deputy City Manager Schiessl presented the request for relinquishment of a portion of a utility easement lying within 1651 April Loop. The easement is no longer needed for city

purposes, and staff recommended approval of the relinquishment.

Councilmember Maier asked whether there were any additional easements that are no longer needed, and whether the City could proactively relinquish them so other property owners on the block would not need to submit similar requests. Deputy City Manager Schiessl replied that such an opportunity might exist and stated that staff would review the matter further.

**COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2025-165, DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT OF A PORTION OF A UTILITY EASEMENT LYING WITHIN 1651 APRIL LOOP. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.**

29. Resolution No. 2025-166, Declaring Surplus and Authorizing Relinquishment of a portion of a Utility Easement lying within 1832 Hunt Avenue

Deputy City Manager Schiessl presented the request for relinquishment of a portion of a utility easement lying within 1832 Hunt Avenue. The easement is no longer needed for city purposes, and staff recommended approval of the relinquishment.

**COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2025-166, DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT OF A PORTION OF A UTILITY EASEMENT LYING WITHIN 1832 HUNT AVENUE. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.**

30. Resolution No. 2025-167, Declaring Surplus and Authorizing Relinquishment of a portion of a Utility Easement lying within 266 Saint Street

Deputy City Manager Schiessl presented the request for relinquishment of a portion of a utility easement lying within 266 Saint Street. The easement is no longer needed for city purposes, and staff recommended approval of the relinquishment.

**COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2025-167, DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT OF A PORTION OF A UTILITY EASEMENT LYING WITHIN 266 SAINT STREET. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.**

31. Resolution No. 2025-159, Awarding Commercial Façade Improvement Grant Funds to Desert Veterinary Clinic for Property located at 42 Goethals Drive **(FORMERLY ITEM NO. 16 ON THE CONSENT CALENDAR)**

Councilmember Maier explained that he pulled this item from the Consent Calendar because he had previously been a customer of the business in the past and wished to recuse himself from the vote.

**COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER VANDYKE SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2025-159, AWARDED COMMERCIAL FAÇADE IMPROVEMENT GRANT FUNDS TO DESERT VETERINARY CLINIC FOR PROPERTY LOCATED AT 42 GOETHALS DRIVE. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. COUNCILMEMBER MAIER ABSTAINED. MOTION CARRIED 6-0.**

*City Manager*

City Manager Amundson announced that the City is currently seeking community input on the *Parks, Recreation & Open Space Plan*, which will guide decisions related to parks, recreational programs, and open spaces for the next six (6) years and beyond. City Manager Amundson encouraged residents to help identify priorities and areas where City resources and efforts should be focused. The survey will be available on the City's website through January 2, 2026.

Next, City Manager Amundson stated that prior to the start of the meeting, Councilmember Maier had shared concerns related to Flock Safety and recent articles on the topic. In response, he coordinated with Chief Pilcher to address some of those concerns and noted that Councilmember Maier will also have the opportunity to provide any additional remarks during his comments.

In closing, City Manager Amundson expressed his appreciation to Mayor Pro Tem Kent and Councilmember Lukson, stating that it had been an honor and pleasure to work closely with them on numerous projects over the years.

City Manager Amundson turned the meeting over to Police Chief Pilcher. Chief Pilcher provided an update on the City's use of the Flock Safety Automated License Plate Reader (ALPR). His comments included information on its use, system access, data retention, actions taken to restrict access to other agencies, and law enforcement outcomes.

Access to the City's system is now restricted to Washington State agencies, with the expectation that those agencies comply with Washington law. Chief Pilcher explained that requests from outside agencies may still be considered on a case-by-case basis when supported by a case number and sufficient justification.

In closing, Chief Pilcher stated the Flock Safety system and ALPR technology are valuable tools that play an important role in protecting public safety and cited several examples demonstrating the system's effectiveness.

## *City Council*

Councilmember Maier commented on the City's use of ALPR technology by emphasizing that the primary concern was not the existence of the system itself, but the City's responsibility to safeguard and control the data it generates. He explained that the previously undisclosed access by federal agencies was identified through a University of Washington study, not through internal detection, and expressed his opinion related to the City's role in providing oversight. While acknowledging Chief Pilcher's actions to restrict access once the issue was identified, Councilmember Maier underscored the importance of limiting data sharing to agencies with comparable auditing standards and controls.

Councilmember Maier also provided an update on matters related to Ben Franklin Transit, noting that an ongoing investigation is being conducted with the assistance of independent legal counsel and third-party support. He stated that he is closely monitoring the situation, remains in regular communication with legal counsel and the Chair of the Ben Franklin Transit Board, and is committed to responsible stewardship of public funds. While unable to discuss details due to the active investigation, he indicated that updates would be provided as appropriate.

In closing, Councilmember Maier shared that he participated in the annual *National Wreaths Across America Day* event held on December 13, 2025. The event featured broad representation from local scouting organizations and a local color guard, with many veterans in attendance who participated in the laying of wreaths. He expressed appreciation for the strong community turnout and described the ceremony as well-attended and meaningful.

Councilmember Whitten thanked Fire Chief Huntington for his years of service and wished him well in retirement. He then stated that he was honored and privileged to have served alongside Mayor Pro Tem Kent and Councilmember Lukson on the Richland City Council. He thanked them for their leadership and wished them well in their future endeavors. In conclusion, Councilmember Whitten thanked staff for their efforts in preparing John Dam Plaza for the Winter Wonderland event and wished everyone a Merry Christmas.

Councilmember Jones thanked Fire Chief Huntington, Mayor Pro Tem Kent, and Councilmember Lukson for their years of service and wished them well in their future endeavors. She then extended holiday greetings by wishing everyone a Merry Christmas and a Happy New Year.

Councilmember VanDyke thanked Fire Chief Huntington, Mayor Pro Tem Kent and Councilmember Lukson for their years of service to the City.

Councilmember Lukson thanked Fire Chief Huntington for his years of service to the City and stated the work he accomplished during his tenure was significant and lasting. He credited Chief Huntington's leadership with improving response times and overall

department performance, and opined that Chief Huntington is leaving the Richland Fire Department and the City of Richland in a stronger position as a result of his contributions.

Councilmember Lukson then shared his motivation for running for City Council out of a desire to give back to the community. He commented on the challenges of service in an elected role, including the responsibility of making difficult decisions, processing large amounts of information, and receiving public criticism while maintaining professionalism. Councilmember Lukson identified serving as mayor as the highlight of his professional career. He reflected on being selected as mayor in January 2020 and unexpectedly leading the City through the COVID-19 pandemic, which included periods of financial uncertainty and deep community division.

In conclusion, Councilmember Lukson encouraged Council to remain focused on core services that matter most to residents, including public safety, emergency medical services, infrastructure, and affordable utilities. He concluded by thanking staff for their exceptional work and stating that it had been an honor to serve the City of Richland.

Mayor Pro Tem Kent stated that much of the City's work, while not highly visible, is essential to ensuring the reliable delivery of core services. She commended the City's Finance Department for completing the annual budget prior to year-end, noting the extensive and often thankless effort involved. She expressed appreciation to the City's strong return on investment to residents, emphasizing that Richland consistently does more with limited resources. Mayor Pro Tem Kent stated that Council's and staff's disciplined and fiscally conservative approach to spending and revenue decisions has been instrumental in maintaining the City's financial strength and enhancing its reputation as an attractive place to live, both regionally and beyond.

Mayor Pro Tem Kent also addressed recent reports of vandalism to Winter Wonderland displays in John Dam Plaza. She expressed disappointment and underscored the importance of community responsibility and respect for shared public amenities. She acknowledged that staff has addressed the vandalism and are exploring measures to reduce future incidents. Mayor Pro Tem Kent concluded by wishing everyone a happy holiday season and encouraged residents to spend time with family and friends, while supporting and helping others in the community.

#### *Mayor*

Mayor Richardson inquired whether there was interest among Council to further discuss the Flock camera issue in a future City Council workshop meeting. No councilmember indicated a desire for additional discussion on the matter.

Mayor Richardson reflected on the City's progress under the City's 2024-2026 Strategic Plan and highlighted several accomplishments achieved in 2025. These included major upgrades to the City's website and customer utility portal, development of a strategic communications and community engagement plan, and continued strong financial stewardship marked by clean audits, solid bond ratings, conservative reserves, and the

decision not to take the optional one percent property tax levy increase.

Mayor Richardson also highlighted significant development and quality-of-life achievements, including long-term planning efforts that supported new commercial development, continued growth in Badger Mountain South and Horn Rapids, and the creation of a renewable gas facility. She recognized the Police Department's emphasis on community-oriented policing, the Fire Department's adaptation to growth, and improvements to parks and community events, such as Iron Man and Winter Wonderland, that enhance residents' quality of life. She emphasized the importance of workforce development and succession planning, crediting leadership for fostering a culture of service.

Mayor Richardson concluded by expressing appreciation to City Manager Amundson and staff for their professionalism, dedication, and commitment to Richland, and encouraged the community to remain engaged in supporting the City's continued success.

### **Adjournment**

Mayor Richardson adjourned the meeting at 8:10 p.m.

APPROVED:

ATTEST:

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Theresa Richardson, Mayor

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Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:





## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/6/2026

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 2 - Financial Sustainability

### Subject

Ordinance No. 2025-40, Approving the 2029 Council Compensation Plan

### Department/Office

Human Resources

### Ordinance/Resolution Number

2025-40

### Document Type

Ordinance

### Recommended Motion

Give second reading and pass Ordinance No. 2025-40, approving the 2029 Council Compensation Plan.

### Summary

Article II of the Richland City Charter allows the City Council to set its own compensation by ordinance. However, per RCW 35.27.130, the Council may not set its own salaries during its current members' terms of office. Read together, these two laws grant the City Council the authority to set compensation to be realized by future councilmembers in subsequent years. Since 2002, Council has based the annual adjustment on the increase in the Compensation Plan for Unaffiliated Staff (also referred to as the unaffiliated wage schedule).

On December 2, 2025, Resolution No. 2025-152 was adopted to update the unaffiliated wage schedule. The update included a 2.10% market adjustment that will also be applied to Council's compensation. Beginning in 2029, City Council's compensation will be \$1,482 per month. In addition to the monthly Council stipend, the Mayor receives an additional \$256 per month. A history of council compensation adjustments from 2003 to present is provided with this staff report.

Staff recommends approval of Ordinance No. 2025-40 for second reading and passage.

### Fiscal Impact

Ordinance No. 2025-40 will result in a 2.10% increase in City Council's compensation in 2029.

### Attachments

1. Ordinance No. 2025-40
2. 2029 Council Compensation and History

## ORDINANCE NO. 2025-40

### AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE SECTION 2.32.040 RELATED TO THE 2029 COUNCIL COMPENSATION PLAN.

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

Section 1. Section 2.32.040 of the Richland Municipal Code, as enacted by Ordinance No. 8, and last amended by Ordinance No. 2024-45, is hereby amended to read as follows:

#### **2.32.040 Councilmembers**

The monthly compensation of each member of the council, whether a new or incumbent member, is as follows: ~~2025, \$1,329;~~ 2026, \$1,396; 2027, \$1,424; ~~and~~ 2028, \$1,452; and 2029, \$1,482; provided, however, that nothing herein shall cause an increase or decrease to the compensation of any member of the council after his or her election or during the term of office or any unexpired term of office, to which such member of the council is appointed or elected. City council shall establish council salary based on the annual increase, if any, in the Compensation Plan for Unaffiliated Employees wage table, maintaining a four-year schedule.

All members of the council who participate in the Washington Public Employees' Retirement System shall provide a written certification to human resources, detailing a monthly calculation of the number of hours of service they provide to the city of Richland each year. This record shall be maintained in the human resources division for auditing purposes as generally required in Chapter 41.40 RCW.

Section 2. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 3. 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 4. 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.

*This space is intentionally left blank.*

**PASSED** by the City Council of the City of Richland, Washington, at a regular meeting on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

First Reading: December 16, 2025  
Second Reading: January 6, 2026  
Date Published: January 11, 2026

**CITY OF RICHLAND**  
**HUMAN RESOURCES**

625 Swift Boulevard, MS-12  
Richland, WA 99352  
(509) 942-7390



**MEMORANDUM**

TO: City Council

FROM: Lacey Paulsen, Human Resources Director

THROUGH: Jon Amundson, City Manager

DATE: December 16, 2025

SUBJECT: 2029 City Council Compensation and History

| Year | Mayor   | Council Member | % Increase by year |
|------|---------|----------------|--------------------|
| 2003 | \$1,075 | \$825          | 0.00%              |
| 2004 | \$1,125 | \$875          | 6.00%              |
| 2005 | \$1,150 | \$900          | 3.00%              |
| 2006 | \$1,177 | \$927          | 3.00%              |
| 2007 | \$1,214 | \$964          | 4.00%              |
| 2008 | \$1,253 | \$1,003        | 4.00%              |
| 2009 | \$1,263 | \$1,013        | 1.00%              |
| 2010 | \$1,278 | \$1,028        | 1.50%              |
| 2011 | \$1,288 | \$1,038        | 1.00%              |
| 2012 | \$1,319 | \$1,069        | 3.00%              |
| 2013 | \$1,340 | \$1,090        | 2.00%              |
| 2014 | \$1,340 | \$1,090        | 0.00%              |
| 2015 | \$1,362 | \$1,112        | 2.00%              |
| 2016 | \$1,373 | \$1,123        | 1.00%              |
| 2017 | \$1,373 | \$1,123        | 0.00%              |
| 2018 | \$1,393 | \$1,143        | 1.75%              |
| 2019 | \$1,410 | \$1,160        | 1.50%              |
| 2020 | \$1,427 | \$1,177        | 1.50%              |
| 2021 | \$1,445 | \$1,195        | 1.50%              |
| 2022 | \$1,481 | \$1,231        | 3.00%              |
| 2023 | \$1,503 | \$1,253        | 1.80%              |
| 2024 | \$1,519 | \$1,269        | 1.30%              |
| 2025 | \$1,579 | \$1,329        | 4.75%              |
| 2026 | \$1,646 | \$1,396        | 5.00%              |
| 2027 | \$1,674 | \$1,424        | 2.00%              |
| 2028 | \$1,702 | \$1,452        | 2.00%              |
| 2029 | \$1,738 | \$1,482        | 2.10%              |



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/6/2026

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 3 - Focused Development

### Subject

Ordinance No. 2025-41, Rezoning Approximately 29 Acres located at Parcel No. 1-2098-100-0002-004 from Suburban Agriculture (SAG) to Low Density Residential (R-I-10)

### Department/Office

Development Services

### Ordinance/Resolution Number

2025-41

### Document Type

Ordinance

### Recommended Motion

Give second reading and pass Ordinance No. 2025-41, rezoning approximately 29 acres located at Parcel No. 1-2098-100-0002-004 from Suburban Agriculture (SAG) to Single-family Residential R-I-10 as provided therein.

### Summary

Story Family Five, LLC has submitted an application to amend the Official Zoning Map of the City on behalf of property owners Raymond French and Thomas French. The request seeks to rezone Parcel No. 1-2098-100-0002-004 from Suburban Agriculture (SAG) to Single-family residential R-I-10. The proposed amendment would allow future residential development consistent with the City's Low-Density Residential (LDR) land use classification.

Site-specific rezones are Type IIIA permit applications under RMC 19.02.010. An open-record public hearing is held by the Richland Hearing Examiner, and a closed-record decision hearing is held by Richland City Council before taking action on the rezone request. On July 14, 2025, the Richland Hearing Examiner held a duly advertised open-record public hearing to consider the application. Following the hearing, the Hearing Examiner issued an 11-page written recommendation to the City Council recommending approval of the requested rezone (See Exhibit B to Ordinance No. 2025-41). Planning staff concurs with the Hearing Examiner's findings, conclusions, and recommendation of approval to City Council.

Richland City Council held a closed-record review hearing on December 16, 2025. No parties of record appeared to speak to this rezone action.

Staff recommends approval of Ordinance No. 2025-41 for second reading and passage.

### Fiscal Impact

None.

### Attachments

1. Ordinance No. 2025-41
2. Planning Staff Report to Hearing Examiner

**WHEN RECORDED RETURN TO:**

Richland City Clerk's Office  
625 Swift Boulevard, MS-07  
Richland, WA 99352

**ORDINANCE NO. 2025-41**

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING TITLE 23: ZONING REGULATIONS OF THE RICHLAND MUNICIPAL CODE AND THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING ON 29 ACRES FROM SUBURBAN AGRICULTURE (SAG) TO LOW DENSITY RESIDENTIAL (R-1-10), SAID PROPERTY BEING IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 1-2098-100-0002-004; AND ADOPTING THE FINDINGS AND CONCLUSIONS OF THE RICHLAND HEARING EXAMINER AS THE FINDINGS AND CONCLUSIONS OF THE RICHLAND CITY COUNCIL.**

**WHEREAS**, on July 14, 2025, the Richland Hearing Examiner held a duly advertised open-record public hearing to consider a petition from Story Family Five, LLC to change the zoning of the property hereafter described in Section 3 and identified as Assessor's Parcel Number 1-2098-100-0002-004; and

**WHEREAS**, following the July 14, 2025 open-record public hearing, the Richland Hearing Examiner issued an 11-page written recommendation to the Richland City Council that concluded with a favorable recommendation to approve the requested rezone; and

**WHEREAS**, the Richland City Council has considered the written recommendation of the Richland Hearing Examiner and the record created during the September 8, 2025 open-record public hearing; and

**WHEREAS**, as required by RMC 19.20.030, the Richland City Council conducted a closed-record decision hearing on December 16, 2025 and has considered the totality of the record.

**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 November 7, 2025, attached hereto as **Exhibit B** 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 Low Density Residential (R-1-10) when consideration is given to the interests of the public.

Section 3. Said property, depicted in **Exhibit A**, attached hereto and incorporated by this reference, is more particularly described as follows:

Parcel No. 1-2098-100-0002-004

The Southwest quarter of the Northeast quarter of Section 20, Township 9 North, Range 28 East, W.M., Benton County, Washington;

Except that portion described as follows:

Beginning at the Northeast corner of said Southwest quarter of the Northeast quarter;  
Thence South 88°47'27" West, along the North line of said Southwest quarter of the Northeast quarter, for 1320.95 feet to the Northwest quarter of said subdivision;  
Thence South 00°43'01" East, along the West line of said subdivision, for 518.00 feet;  
Thence north 88°47'27" East for 669.31 feet;  
Thence North 01°09'11" East for 331.19 feet;  
Thence North 88°42'27" East for 640.13 feet to the East line of said subdivision;  
Thence North 00°30'12" West, along said East line, for 187.09 feet to the point of beginning.

Situate in the County of Benton, State of Washington.

Section 4. Said property depicted in **Exhibit A** and legally described in Section 3 herein is hereby rezoned from Suburban Agriculture (SAG) to Low Density Residential (R-1-10).

Section 5. Richland Municipal Code Title 23 and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said Title, are hereby amended by amending Sectional Map No. 18, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit A**, and 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.

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 No. 18, duly certified by the City Clerk as a true copy, together with **Exhibit B** (Richland Hearing Examiner's Report).

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 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

First Reading: December 16, 2025

Second Reading: January 6, 2026

Date Published: January 11, 2026



Map showing a residential area with a red-outlined parcel. The parcel is located in the center-right of the map, bounded by Cowlitz Blvd to the west, E 260th St to the south, and E 266th St to the north. The parcel is situated between Cowlitz Blvd and E 260th St, and between E 266th St and E 270th St. The map shows a grid of streets, including Cowlitz Blvd, E 260th St, E 266th St, E 270th St, and E 276th St. Other streets shown include Valley View Dr, Cedarwood Dr, Hillbrook Dr, and Cowlitz Blvd. The map also shows the location of the Everett Community Center and the Everett Public Library. The map is labeled with '18' in the bottom right corner.

Before Hearing Examiner  
Gary N. McLean

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

Regarding the Application to **Rezone** a 29- )  
acre site from SAG (Suburban Agriculture) )  
to R-1-10 (Single Family Residential), which )  
is consistent with Comprehensive Plan's )  
Low Density Residential (LDR) land use )  
designation assigned to the area, submitted )  
by )  
STORY FAMILY FIVE, LLC, ON BEHALF THE )  
PROPERTY OWNERS RAYMOND FRENCH AND )  
THOMAS FRENCH, )  
Applicant(s) )

**File No. Z2024-104**

**FINDINGS OF FACT,  
CONCLUSIONS AND  
RECOMMENDATION**

**I. SUMMARY OF RECOMMENDATION.**

The applicant, Story Family Five, LLC, on behalf the property owners, Raymond French and Thomas French, can meet their burden of proof to demonstrate that the pending rezone request merits approval.

The site is now designated as suitable for Low Density Residential land uses under applicable provisions of the City's Comprehensive Plan and is currently zoned SAG (Suburban Agriculture), limiting development opportunities for the property which is surrounded on three sides by properties that are already zoned R-1-10, the same zone requested in this application. The pending application would rezone the site to R-1-10, one of the available Low Density Residential zoning districts found in current City codes, which allows for zero to five dwellings per acre as described in RMC 23.18.010(B).

This requested rezone does not approve any development activity on the site. As with all development proposals, City Development Regulations, including without limitation subdivision codes, will apply to any specific projects that may eventually be proposed on the site. The same applicant is pursuing a preliminary plat application for the rezone property,

**FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR THE  
ESTATES AT WHITE BLUFFS REZONE  
APPLICATION – FILE NO. Z2024-104**

**GARY N. MCLEAN**  
**HEARING EXAMINER FOR THE CITY OF RICHLAND**  
CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

1 which is subject to a separate review and approval by the Hearing Examiner. If this rezone  
2 is denied, the proposed plat application would be null and void.

3 Because applicant's only vest to zoning and development regulations in effect at the  
4 time of a complete application for a preliminary plat proposal, the applicant has assumed all  
5 risk associated with pursuing approval of a plat that is dependent on the Council's legislative  
6 discretion to approve or deny this requested rezone. This Recommendation should not be  
7 read to create any expectation or assumption on the applicant's part that applicable law  
8 mandates approval of their requested rezone. It does not. To the contrary, the City Council  
9 holds full discretion and authority to reach its own decisions regarding site-specific rezones.  
10 For example, in this matter, City codes include at least two zoning designations that are  
11 considered Low Density Residential, the requested R-1-10 zone, and the current Suburban  
12 Agriculture zone. (*Staff Report, page 5*).

13 In any event, for reasons explained below, the Hearing Examiner respectfully  
14 recommends that the City Council approve the applicant's pending request to rezone their  
15 parcel from SAG to the R-1-10 zoning district.

## 16 **II. BACKGROUND and APPLICABLE LAW.**

17 In this matter, the Hearing Examiner has jurisdiction to conduct an open record public  
18 hearing on the site-specific rezone application at issue and is directed to issue a written  
19 recommendation for consideration and final action by the Richland City Council. See  
20 Richland Municipal Code (RMC) 19.20.010(D)(identifies "site-specific rezones" as Type  
21 IIIA permit applications); RMC 23.70.210(A)("The hearing examiner shall conduct an open  
22 record public hearing as required by RMC Title 19 for a Type IIIA permit application."); and  
23 RMC 19.20.030(granting jurisdiction to Hearing Examiner to conduct public hearing and  
24 issue recommendation to City Council); RMC 19.25.010(hearing examiner system created to  
25 process various matters, including site-specific rezone applications); and RCW  
26 35A.63.170(state statute regarding hearing examiner system).

27 The applicant bears the burden of proof to show that its application conforms to the  
28 relevant elements of the city's development regulations and comprehensive plan, and that  
29 any significant adverse environmental impacts have been adequately addressed. RMC  
30 19.60.060.

31 Finally, Washington Courts apply three basic rules when reviewing appeals of rezone  
32 applications: (1) there is no presumption favoring the rezone request; (2) the proponent of a  
33 rezone must demonstrate that there has been a change of circumstances since the original  
34 zoning, PROVIDED if a proposed rezone implements the policies of a comprehensive plan,

35 **FINDINGS OF FACT, CONCLUSIONS AND**  
36 **RECOMMENDATION OF APPROVAL FOR THE**  
**ESTATES AT WHITE BLUFFS REZONE**  
**APPLICATION – FILE NO. Z2024-104**

**GARY N. MCLEAN**  
**HEARING EXAMINER FOR THE CITY OF RICHLAND**  
CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

1 a showing of changed circumstances is usually not required<sup>1</sup>; and (3) the rezone must have a  
2 substantial relationship to the public health, safety, morals, or general welfare. *Woods v.*  
3 *Kittitas County*, 162 Wn.2d 597 (2007), citing *Citizens for Mount Vernon*, 133 Wn.2d 861,  
4 at 875 (1997); *Parkridge v. City of Seattle*, 89 Wn.2d 454, 462 (1978).

### 5 III. QUESTIONS PRESENTED.

6 For purposes of the pending rezone application, the central questions presented are:

7 A. Whether the requested rezone implements applicable policies of the City's  
8 Comprehensive Plan, and/or whether there has been a change of circumstances since the  
9 current SAG (Suburban Agriculture) zoning was adopted for the site?

10 *Short Answer:* Yes to both. The site is designated for Low Density Residential uses  
11 in applicable provisions of City's Comprehensive Plan, and both the existing and  
12 requested zoning classifications are listed among those that can be applied to low  
13 density residential areas. (Staff Report, page 5). Staff credibly explains that the  
14 proposed rezone would benefit the City by allowing the maximum number of new  
15 homes allowed in an area designated for low-density residential development. This  
16 would help provide additional housing inventory in the city and region, where there  
17 is no dispute that a housing shortage now exists. (Staff Report, page 11). The  
18 applicant is pursuing a separate application for a preliminary plat that is designed  
19 under R-1-10 zoning standards. The City has anticipated development on this  
20 property, and future road connections and routes through the property would provide  
21 connectivity and better circulation for adjacent developments and neighborhoods, all  
22 in a manner consistent with current city comprehensive plan goals and policies.  
23 Residential development now exists on surrounding properties, and housing demand  
24 continues to increase, showing a change of circumstances that supports this requested  
25 rezone.

26 B. Whether the rezone bears a substantial relationship to the public health, safety,  
morals, or general welfare?

*Short Answer:* Yes, because the rezone is consistent with the City's Comprehensive  
Plan, and any future, project-specific proposal will have to meet city development  
regulations, including SEPA, subdivision codes, traffic impact reviews, public  
infrastructure concurrency reviews, and payment of any impact fees in effect at the  
time of an application. Vacant, undeveloped, Residential-designated property in an  
area already served with newer transportation and utility infrastructure is not

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<sup>1</sup> *Save Our Rural Env't v. Snohomish County*, 99 Wn.2d 363, 370-71 (1983); *Henderson v. Kittitas County*, 124 Wn. App.  
747, 754 (Div. III, 2004); *Bjarnson v. Kitsap County*, 78 Wn. App. 840, 846 (Div. III, 1995).

consistent with state and local policies that encourage residential development in designated urban growth areas, like those in the Richland City limits. The proposed rezone is an effort to expedite residential development potential for the site, as shown in the applicant's proposed residential subdivision for the property. Given the housing shortage facing the city and region, the current SAG zoning designation applied to the site is no longer appropriate or in the public interest.

#### IV. RECORD.

Exhibits entered into evidence as part of the record, and an audio recording of the public hearing, are maintained by the City of Richland, and may be examined or reviewed by contacting the City Clerk's Office.

Public notices regarding the application and public hearing were mailed, posted, and published as required by city codes prior to the public hearing. (Staff Report, page 10; Exhibit 3, noticing materials; Testimony of Mr. Stevens).

**Hearing Testimony:** The hearing record for the requested rezone includes sworn testimony from the City's Planning Manager, Mike Stevens; the applicant's representative, Nathan Machiela; and local resident, Tim Soran. Mr. Stevens summarized the Staff Report, showing maps and illustrations establishing how the rezone site is already surrounded on three sides by properties with the same zone as that requested in this application. On behalf of the applicant, Mr. Machiela concurred with the Staff Report, its findings, and recommendation of approval, noting that this rezone would facilitate development to optimize road connections, utility stubs, other infrastructure already available to serve the site. Mr. Soran expressed concerns that future development on the site could increase traffic and possible accidents in the area, but failed to offer a preponderance of evidence that would serve as a basis to deny this rezone application.

**Exhibits:** The Development Services Division Staff Report for the requested Rezone, including a recommendation of approval, was provided to the Examiner before the hearing. The Staff Report, and the following Exhibits, were all accepted into the Record in their entirety without modification:

1. Application Materials for requested rezone
2. Comprehensive Plan Land use and Zoning Maps
3. Public Notices & Affidavits
4. Postponement request
5. SEPA DNS

The Examiner has visited the road network and vicinity of the proposed rezone on multiple occasions over the past few years in connection with other applications, personally

FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR THE  
ESTATES AT WHITE BLUFFS REZONE  
APPLICATION – FILE NO. Z2024-104

GARY N. MCLEAN  
HEARING EXAMINER FOR THE CITY OF RICHLAND  
CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

visited the site in weeks after the public hearing, and is fully advised on matters at issue herein, including without limitation adjacent developments and land uses, applicable law, application materials, and relevant comprehensive plan provisions.

## V. FINDINGS OF FACT.

Based upon the record, the undersigned Examiner issues the following Findings of Fact.

### *Application, Site Location and Conditions.*

1. In this application, the applicant and property owners, via their designated representative, Nathan Machiela, requests a rezone of property from Suburban Agriculture (SAG) to R-1-10, a low density residential classification. (*Ex. 1, Application materials; Staff Report, page 2; Testimony of Mr. Machiela*). The application materials and Staff Report refer to the property at issue in this rezone application as “The Estates at White Bluffs,” referenced in this recommendation as “the Property.” The Property is assigned Benton County Parcel No. 120981000002004.

2. The Property is a 29+acre site, part of what is commonly known as the “French Orchard,” located in the west side of the City of Richland, north of Interstate 182, west of Keene Road, east of Dallas Road. The east property line abuts the current terminus (street end) of Jasper Street and Tomich Avenue, and the west property line abuts the current terminus of Samish Drive and Cayuse Drive. (*Staff Report, page 3; Site maps*).

3. The Property was annexed into the City of Richland in 1995, at which time the current Suburban Agriculture (SAG) zone was applied to the site. (*Staff Report, page 6; Annexation 21-95*).

4. Since the Property was annexed into the City in 1995, there is no credible dispute that the City of Richland and the Tri-Cities region has experienced high growth in population, and increased demand for more housing.

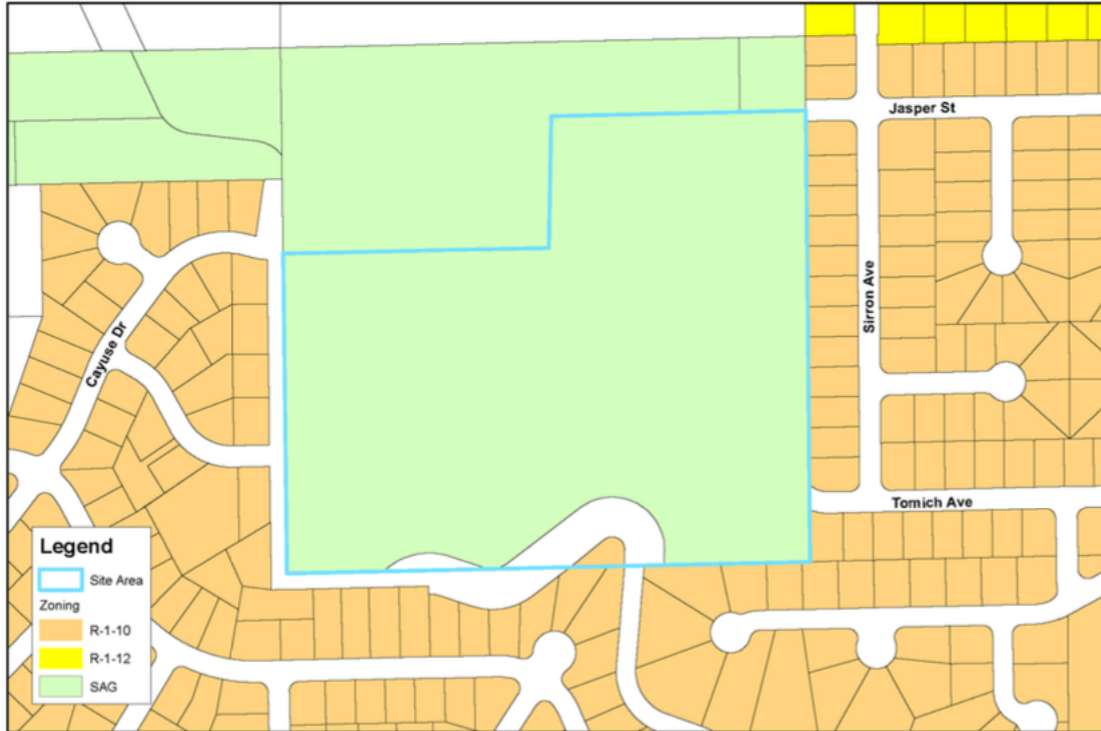
5. Lands to the south, east, and west of the Property are currently zoned R-1-10, and already feature homes and lot sizes that would be consistent with those that could be developed on the Property, if it were rezoned to the requested R-1-10 zone. (*Site visit; Testimony of Mr. Machiela; Zoning Maps*).

6. A Zoning Map, showing the Property boundaries in blue, and an aerial view showing various transportation features, city limit lines, and existing development in the area, are included in the Staff Report on pages 6 and 9, and are republished below:

FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR THE  
ESTATES AT WHITE BLUFFS REZONE  
APPLICATION – FILE NO. Z2024-104

GARY N. MCLEAN  
HEARING EXAMINER FOR THE CITY OF RICHLAND  
CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352





**FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR THE  
ESTATES AT WHITE BLUFFS REZONE  
APPLICATION – FILE NO. Z2024-104**

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1 7. As shown on the illustrations above, the Property is surrounded by residential  
2 development on most sides and is located in an area close to thriving commercial  
3 development. The Property has convenient access to regional transportation routes and urban  
amenities.

4 8. Most of the Property was previously disturbed for many years, as it was part of a large  
5 orchard. The site is gently sloped from south to the northeast. The surrounding area is  
6 primarily single family residential, having transitioned in recent years from agricultural uses  
to single-family residential.

7 9. The Comprehensive Plan designates the Property as Low Density Residential [LDR]  
8 (1-5 dwellings per acre), and RMC 23.18.010 (B) lists the R-1-10 zone as a classification that  
can be applied to Low Density Residential lands.

9 10. No portion of the rezone Property is located in the City's Shoreline jurisdiction. While  
10 the Property includes some areas identified as Fish and Wildlife Habitat Conservation Area,  
11 such considerations are not applicable to this rezone application, and would, instead, be  
addressed in connection with any future subdivision or development application for the site.

12 11. Because staff deemed the application to be consistent with the City's Comprehensive  
13 Plan, which already designates the rezone site as suitable for low density residential land  
14 uses, and the City's plan was analyzed in an environmental impact statement at the time of  
15 its adoption, the pending application is categorically exempt from SEPA review as provided  
16 in WAC 197-11-800(6)(c). *(Staff Report; Official notice from record of previous rezone*  
17 *matters re: City SEPA process(es) undertaken when Comprehensive Plan was adopted and*  
*amended).* The Council should take notice, however, that the associated preliminary plat  
application was the subject of a full SEPA review process and threshold determination, which  
will be addressed in a separate decision addressing the proposed subdivision.

18 12. The Staff Report confirms that public notices were issued in accord with city  
19 requirements, including those found in RMC 19.30.040. This matter was originally  
20 scheduled to be heard by the Hearing Examiner in September of 2024, but the applicant  
21 requested a postponement to address items associated with their preliminary plat request. As  
22 a result, a new comment period was provided this year. In any event, no one provided a  
preponderance of written evidence or testimony during the hearing process for this rezone  
application that would serve as a basis to deny the applicant's request to rezone their Property  
from SAG to R-1-10.

23 13. The site is located in a part of the city that is now experiencing steady development  
24 of new homes, helping to address the housing shortage problems mentioned by Staff in recent  
hearing presentations.

25 **FINDINGS OF FACT, CONCLUSIONS AND**  
26 **RECOMMENDATION OF APPROVAL FOR THE**  
**ESTATES AT WHITE BLUFFS REZONE**  
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1 14. Changed circumstances since 1995 – when the current SAG zoning was applied to  
2 the Property – clearly support the requested rezone from the SAG to the R-1-10 zone.  
3 Residential development has occurred around the rezone site. The current Agriculture-type  
4 zoning no longer serves a useful purpose in this location, where public infrastructure already  
exists at a scale to easily serve future residential development.

5 15. The Examiner concurs with the opinion of staff and finds that the proposed R-1-10  
6 zoning with its associated permitted residential land uses and types of housing, is compatible  
7 with the vicinity and that the site's proximity well-built roadways, utilities, retail  
establishments, restaurants, and recreational amenities in the area, should make the property  
a highly desirable site for future homebuyers. *(Site visits)*.

8 16. The record does not include any evidence that the requested R-1-10 zone could allow  
9 for any uses that would be incompatible with surrounding uses.

10 17. The Staff Report's analysis of this application stands un rebutted. The requested  
11 rezone is consistent with land use policy goals in the City's Comprehensive Plan. *(Staff  
Report, all findings and analysis regarding consistency with the City's Comp. Plan)*.

12 ***Public services and utilities are adequate and readily available to serve the site.***

13 18. As part of the review process, City staff confirmed that, adequate utilities, including  
14 without limitation water, sewer, irrigation, and electricity, are in place and/or readily  
15 available, some with connections needed, but all with adequate capacity, to serve the parcel  
that is at issue in this matter. *(Staff Report, pages 7, 8)*.

16 ***Consistency with City Codes and Comprehensive Plan.***

17 19. As explained elsewhere in this Recommendation, the rezone site is already designated  
18 as "LDR" i.e. low density residential, in applicable parts of the City's Comprehensive Plan,  
19 and this request is to change the Property's zoning classification from SAG to another  
available LDR zoning classification, specifically the R-1-10 zone.

20 20. Standing alone, the requested rezone conforms to the Comprehensive Plan, because  
21 the plan already identifies the property as suitable for low density residential uses. There is  
22 nothing in this record to justify holding the property as an SAG zoned site, especially given  
23 that population growth and housing demand that the city has experienced since 1995, which  
24 fully justifies this requested rezone as a small step to help address the housing shortage in  
Richland and the Tri-Cities region. In short, this rezone would facilitate infill residential  
development on the same scale as that in surrounding neighborhoods, which would serve the  
public interest.

25 FINDINGS OF FACT, CONCLUSIONS AND  
26 RECOMMENDATION OF APPROVAL FOR THE  
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1 ***General findings.***

2 21. The requested rezone bears a substantial relationship to the public health, safety, and  
3 general welfare. The requested rezone is appropriate in the context of adjacent properties.

4 22. The Development Services Division Staff Report, prepared by Planning Manager,  
5 Mike Stevens, includes a number of specific findings and explanations that establish how the  
6 underlying application satisfies provisions of applicable law and is consistent with the city's  
7 Comprehensive Plan and zoning regulations. Except as modified in this Recommendation,  
all Findings contained in the Staff Report are incorporated herein by reference as Findings of  
the undersigned-hearing examiner.

8 23. Any factual matters set forth in the foregoing or following sections of this  
9 Recommendation are hereby adopted by the Hearing Examiner as findings of fact and  
incorporated into this section as such.

10 **VI. CONCLUSIONS.**

11 Based upon the record, and the Findings set forth above, the Examiner issues the  
12 following Conclusions:

13 1. The applicant met its burden to demonstrate that the requested rezone conforms to,  
14 and in fact implements objectives of, the City's Comprehensive Plan. *Findings; Staff Report.*

15 2. The applicant met its burden to demonstrate that the requested rezone bears a  
16 substantial relationship to the public health, safety, or welfare.

17 3. The Staff Report and testimony in the record demonstrate that the proposed rezone  
18 will not require new public facilities and that there is capacity within the transportation  
19 network, the utility system, and other public services, to accommodate all uses permitted in  
the R-1-10 zone requested herein.

20 4. The rezoned site will not be materially detrimental to uses or property in the  
21 immediate vicinity of the subject property. In fact, the rezone will help facilitate residential  
22 development on the property applying the same zoning standards and scale of development  
as now exists on lands to the south, east, and west of the Property, thereby implementing City  
Comprehensive Plan goals and policies, including without limitation those that seek to  
adequate housing to serve the needs of local residents.

23 5. While the pending rezone application is categorically exempt from formal SEPA  
24 review, the record demonstrates that the potential for adverse impacts is very unlikely. Future

25 FINDINGS OF FACT, CONCLUSIONS AND  
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development on the site, if any, will have to satisfy City development regulations and environmental standards, among other things.

6. As required by RMC 19.50.010(C), the record establishes that the transportation system is sufficient to accommodate the type of development envisioned with the proposed rezone. The surrounding road network is fully functional, and no transportation concurrency problems are likely to arise as a result of the rezone for the site. Development regulations, including without limitation those detailing frontage improvements, limited access, roadway improvements, impact fees, setbacks, and the like, will apply to any future project built on the site.

7. Based on the record, the applicant demonstrated its rezone application merits approval, meeting its burden of proof imposed by RMC 19.60.060.

8. Approval of this rezone will not and does not constitute, nor does it imply any expectation of, approval of any permit or subsequent reviews that may be required for development or other regulated activities on the site of the subject rezone.

9. Any finding or other statement contained in this Recommendation that is deemed to be a Conclusion is hereby adopted as such and incorporated by reference.

## VII. RECOMMENDATION.

Based upon the preceding Findings and Conclusions, the Hearing Examiner recommends that the Estates at White Bluffs Rezone application (File No. Z2024-104) to reclassify a 29+acre site from its current SAG (Suburban Agriculture) zone to another Low Density Residential (LDR) land use designation, specifically the R-1-10 zoning district, which is consistent with the Comprehensive Plan's LDR land use designation assigned to the area, should be **APPROVED**.

ISSUED this 7<sup>th</sup> Day of November, 2025



Gary N. McLean  
Hearing Examiner

FINDINGS OF FACT, CONCLUSIONS AND  
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**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION  
STAFF REPORT TO THE HEARING EXAMINER**

**GENERAL INFORMATION:**

PROPOSAL NAME: The Estates At White Bluffs Rezone

LOCATION: 1004 Sirron

APPLICANT: Story Family Five, LLC

PROPERTY OWNER: Raymond French and Thomas French

FILE NO.: Z2024-104

DESCRIPTION: Request to rezone Parcel 120981000002004 from Suburban Agriculture (SAG) to Single-family residential R-1-10.

PROJECT TYPE: Type IIIA Site-Specific Rezone

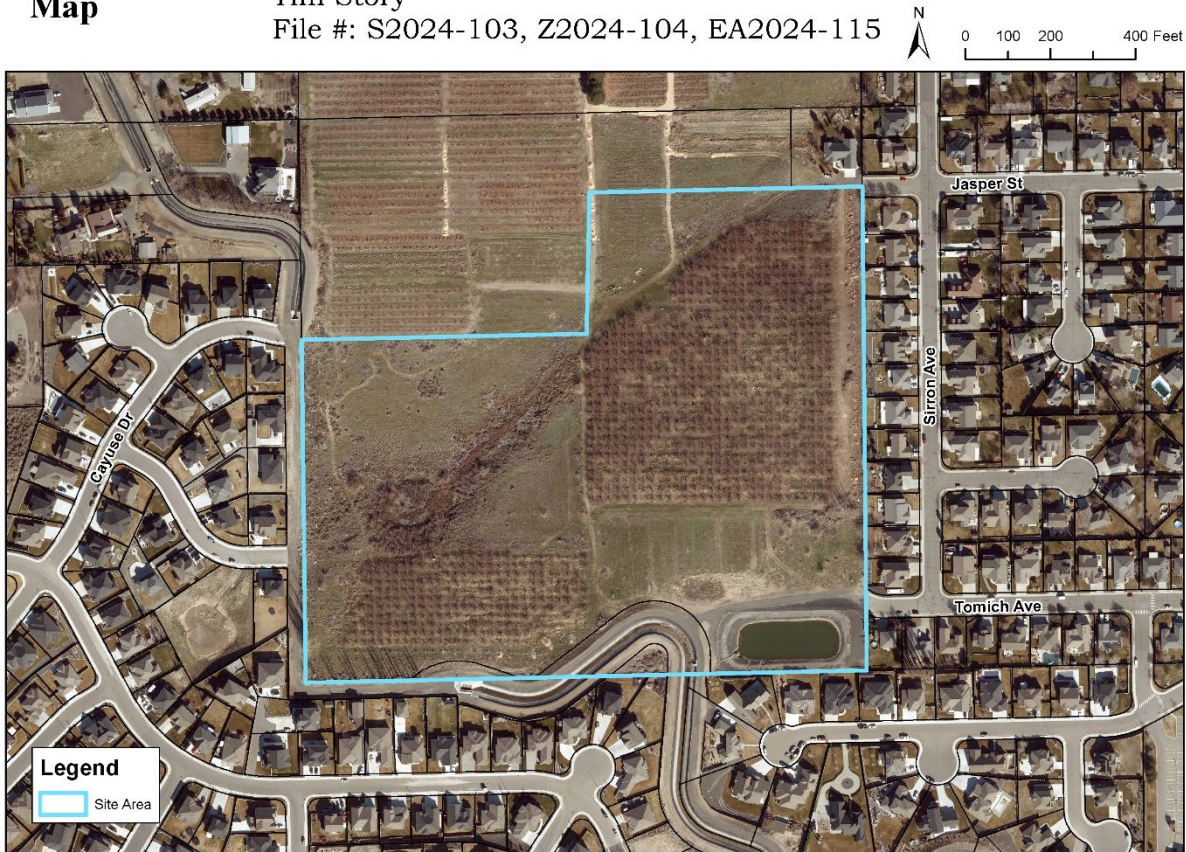
HEARING DATE: July 14, 2025 (Continued from September 9, 2024)

REPORT BY: Mike Stevens, Planning Manager

RECOMMENDED ACTION: Approval

## Vicinity Map

Item: The Estates at White Bluffs Applicant:  
Tim Story  
File #: S2024-103, Z2024-104, EA2024-115



**Figure 1 – Vicinity Map**

### **DESCRIPTION OF PROPOSAL**

Story Family Five, LLC has submitted this Zoning Map Amendment Application on behalf of Raymond French and Thomas French (owners), petitioning to rezone parcel 120981000002004 from Suburban Agriculture (SAG) to Single-family residential R-1-10. The purpose of this change is to enable future residential development to proceed in agreement with the City of Richland's Low-Density Residential (LDR) land use classification. Figure 1 (above) shows the site within its larger context.

### **REASON FOR REQUEST**

The rezone request has been submitted to the city in order to increase the residential density of the site so that a subsequent preliminary plat (The Estates at White Bluffs) can be developed.

Richland Municipal Code (RMC) Chapter 19.20.010(D)(1) 19.20.030, and 19.25.010 requires a site-specific rezone review to take place by the Hearing Examiner. See additional RMC guidance for the Hearing Examiner, below:

19.20.010 Procedures for processing development permits.

For the purpose of project permit processing, all development permit applications shall be classified as one of the following: Type I, Type II, Type III, or Type IIIA.

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

1. Site-specific rezones;

19.60.060 Burden of proof.

Except for Type IV actions, the burden of proof is on the proponent. The project permit application must be supported by proof 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.

23.70.210(A) Public hearing and recommendation to council.

Reclassification. The hearing examiner shall conduct an open record public hearing as required by RMC Title 19 for a Type IIIA permit application. The recommendation shall include written findings of fact and the reasons for the hearing examiner's action; and shall refer expressly to the maps, description and other matters intended by the hearing examiner to constitute the reclassification.

Additional Considerations.

Washington Courts apply three basic rules when reviewing appeals of rezone applications: (1) there is no presumption favoring the rezone request; (2) the proponent must demonstrate that there has been a change of circumstances since the original zoning provided if a proposed rezone implements the policies of the comprehensive plan, a showing of changed circumstances is usually not required; and (3) the rezone must have a substantial relationship to the public health, safety, morals or general welfare.

For the purposes of this rezone request, the central questions presented are:

1. Whether the requested rezone implements policies of the City's Comprehensive Plan, and /or whether there has been a change of circumstances since the original Suburban Agricultural [SAG] zoning was adopted for the site?
2. Does the rezone bear a substantial relationship to the public health, safety, morals, or general welfare?

**REVIEW AUTHORITY**

Richland Municipal Code (RMC) Chapter 19.20.010(D)(1) 19.20.030, and 19.25.010 requires a site-specific rezone review to take place by the Hearing Examiner.

**SITE DESCRIPTION & ADJACENT LAND USES**

The site of the subject rezone and future preliminary plat (The Estates at White Bluffs) consists of one (1) parcel totaling approximately 29-acres. The site is part of what is commonly referred to as the French Orchard and is located immediately west of the terminus of Jasper Street and Tomich Avenue (east property line) and immediately east of the terminus of Samish Drive and Cayuse Drive (west property line).



The site varies in elevation and generally slopes down approximately 60 feet from the highest spots nearest the south property line (adjacent to KID canal) north towards the property's northeast property corner. The area will be accessed from future connections to Samish Drive, Jasper Street and Tomich Avenue. The Samish Drive access ultimately leads westward to Dallas Road (Via Cayuse Drive and Cowlitz Blvd.), while The Jasper Street and Tomich Avenue connections lead to Sirron Avenue, which ultimately proceeds north to Kennedy Road.

Samish Drive, Cayuse Drive and Cowlitz Blvd. are all within the White Bluffs Phases 1 and 3 residential neighborhood, while Sirron Avenue extends through the Keene Village and Hearthstone 3 residential neighborhood.

**CURRENT LAND USE DESIGNATION AND USES:**

**North:** Low-Density Residential (Suburban Agriculture), existing orchard

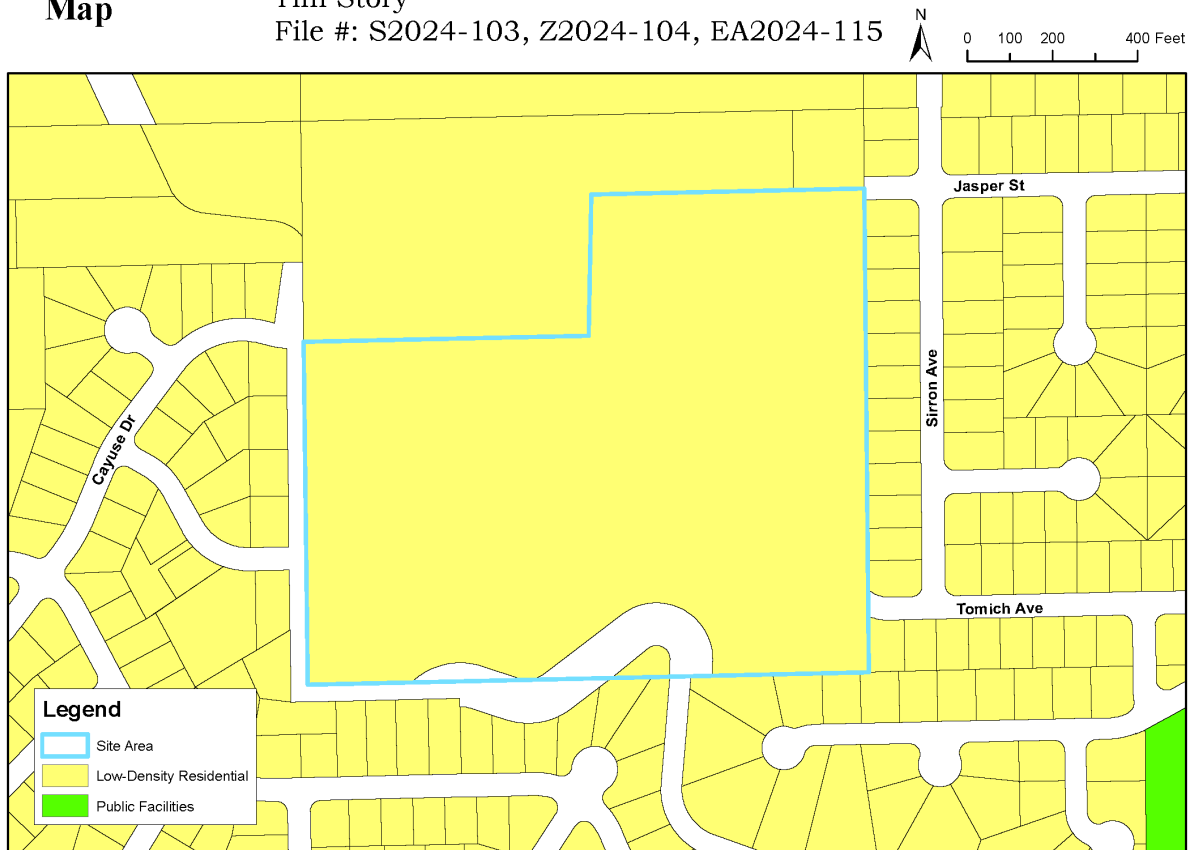
**East:** Low-Density Residential (LDR R-1-10), single-family residential

**South:** Low-Density Residential (LDR R-1-10), single-family residential and KID Canal

**West:** Low-Density Residential (LDR R-1-10), single-family residential

**Land Use  
Map**

Item: The Estates at White Bluffs Applicant:  
Tim Story  
File #: S2024-103, Z2024-104, EA2024-115



**Figure 2 – Comprehensive Plan Land Use Map**

### **COMPREHENSIVE PLAN**

As illustrated in Figure 2 (above), the Comprehensive Plan Land Use designation designates the site for low-density residential development. The City [RMC] zoning designations which can be applied to the low-density residential land use classification consists of Single-family residential R-1-10, Single-family residential R-1-12 and Suburban Agricultural (SAG).

### **Applicable Goals & Policies**

Provided below is a set of Comprehensive Plan goals & policies which are particularly applicable to the subject residential subdivision.

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

### **CURRENT ZONING**

The subject site is currently zoned Suburban Agricultural use district (SAG). Surrounding parcels are zoned as follows:

**North:** Suburban Agricultural use district (SAG)

**East:** Single-family Residential R-1-10

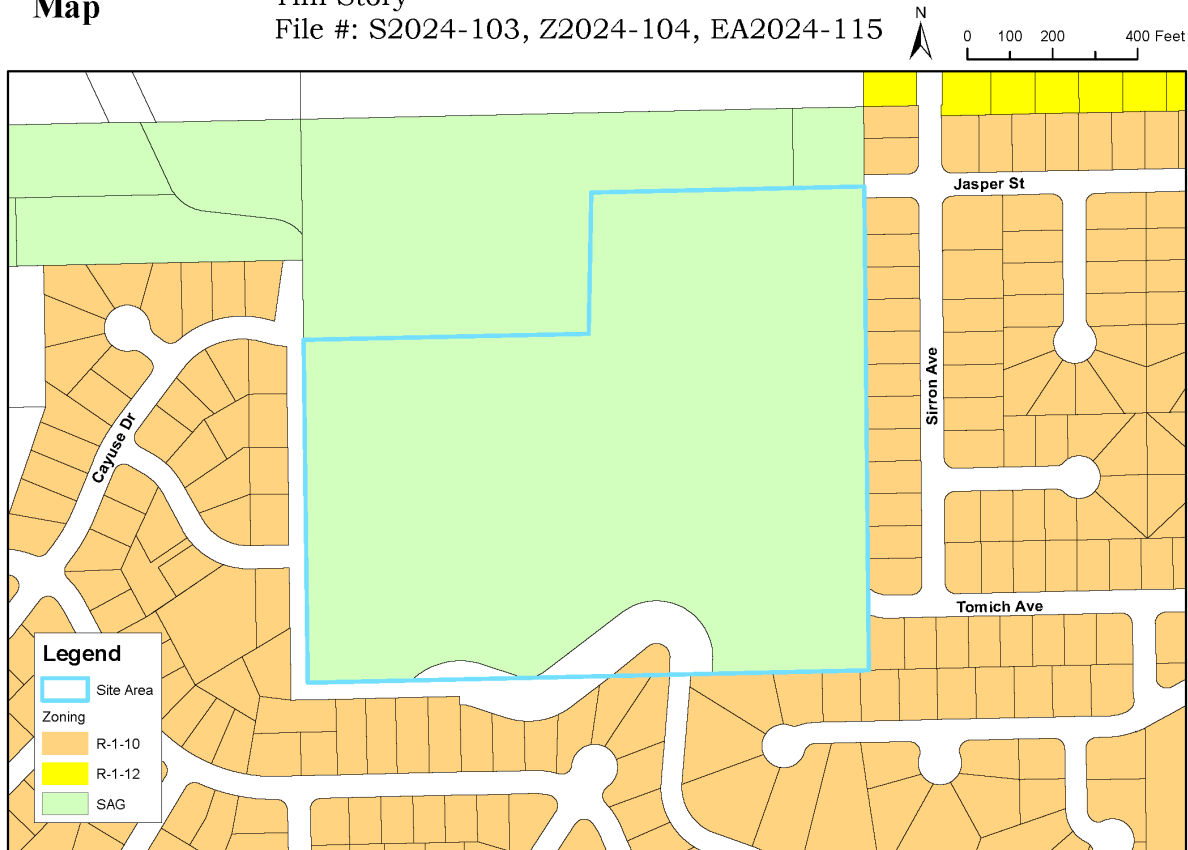
**South:** Single-family residential R-1-10

**West:** Single-family residential R-1-10



## Zoning Map

Item: The Estates at White Bluffs Applicant:  
Tim Story  
File #: S2024-103, Z2024-104, EA2024-115



**Figure 3 – Zoning Map**

The Suburban Agricultural use district (SAG) is a primary 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 use. This land has been zoned SAG since its annexation into the city in 1995 by Annexation 21-95. This zoning classification is intended to be applied to some portions of the city that are designated as Low-Density Residential under the city of Richland comprehensive plan (RMC 23.14.010(B)).

### REQUESTED ZONING

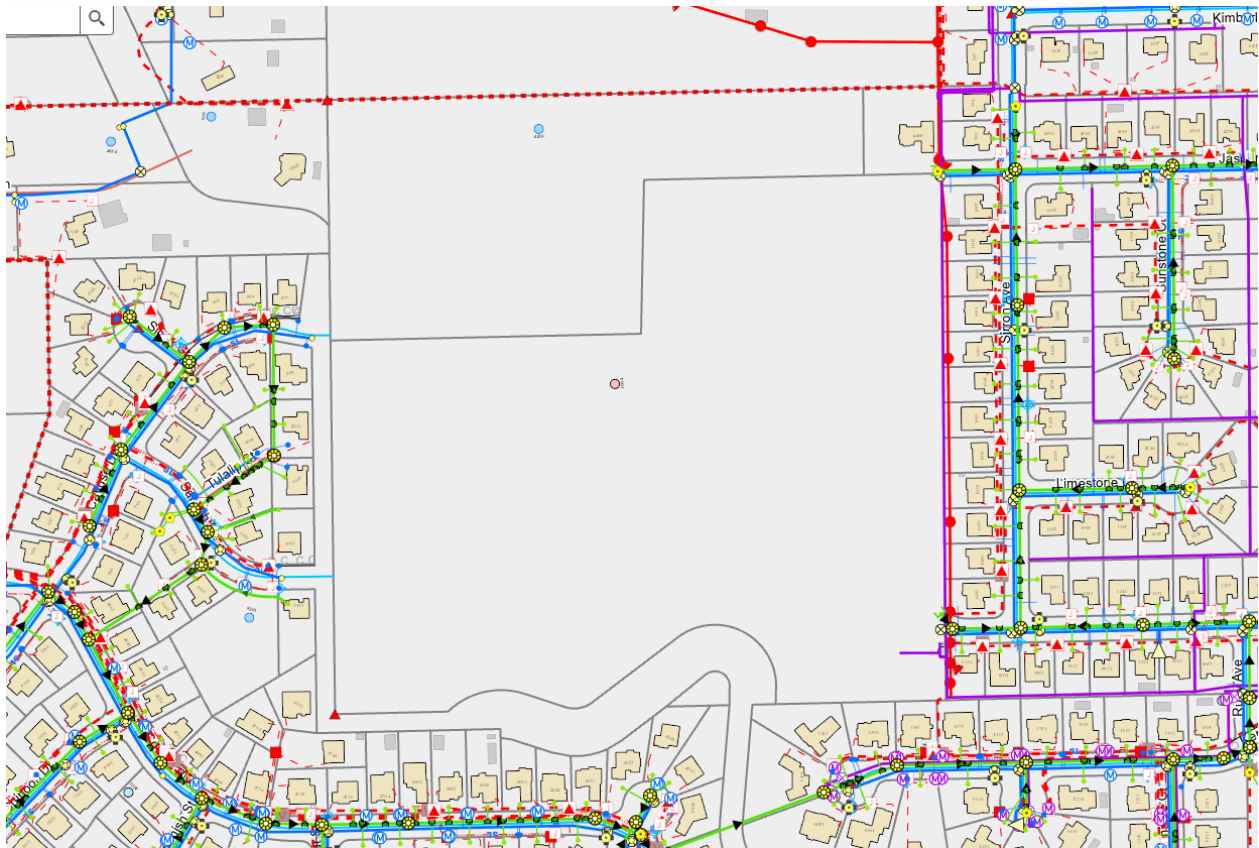
Following the applicant's request, City staff is presenting this staff report and associated application materials for a site-specific rezone of 29.19 acres.

The single-family residential R-1-10 is a residential zone classification requiring a low density of population, providing protection against hazards, objectionable influences, building congestion, and lack of light, air, and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to

be applied to some portions of the city that are designated low-density residential (zero to five dwellings per acre) under the City of Richland Comprehensive Plan. (RMC 23.18.010(B)).

### **UTILITY AVAILABILITY**

There are existing irrigation (purple), water (blue), sewer (green) and electrical power line connections (red) available near the site with adequate capacity to supply the proposed project.



**Figure 4 – Utilities Map**

#### **Sewer**

There are existing 8-inch sewer mains in the Jasper Street, Tomich Avenue and Cayuse Drive rights-of-ways.

#### **Water**

There are 8-inch water distribution mains located within the Jasper Street, Tomich Avenue, Cayuse Drive and Samish Drive rights-of-ways.

Power

Electrical service lines are located along the eastern property line and above-mentioned street rights-of-ways.

Stormwater

Stormwater runoff from all future developments will need to be accommodated for on the project site per the requirements of the Eastern Washington Stormwater Manual.

Irrigation

The site is located within the Kennewick Irrigation District.

**TRANSPORTATION & ACCESS**

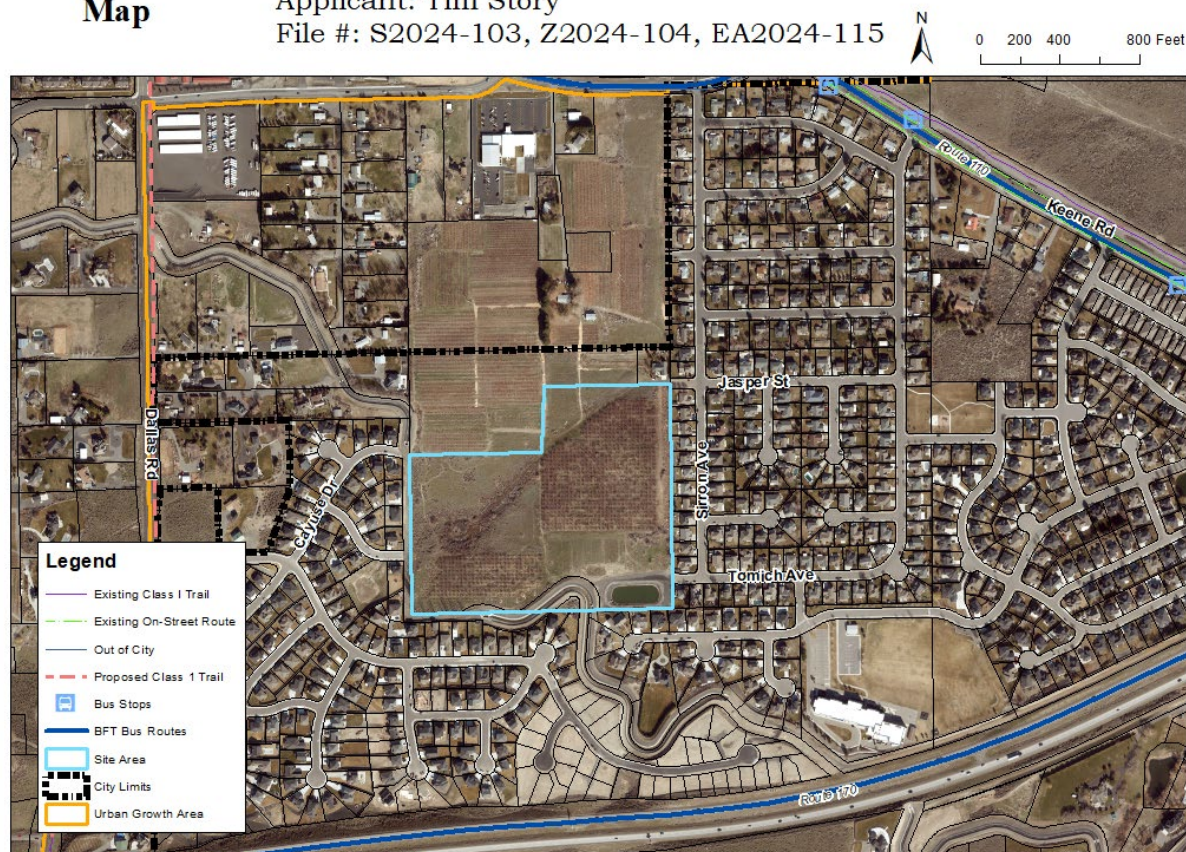
Primary access into the site will come from existing street terminuses associated with Jasper Street, Tomich Avenue, Cayuse Drive and Samish Drive.

This area is largely characterized as single-family housing in transition from undeveloped and agricultural uses. As such, there are no significant nodes of employment or shopping amenities via suburban scale commercial, office or industrial development within close proximity.

Sidewalks will be installed on local roads. Existing trails and on-street bicycle lanes are also designated by the City. Likewise, there are ongoing efforts to improve the active transportation portfolio of the area. There are no nearby, current (nor proposed) Ben Franklin Transit bus routes.

## Transportation Map

Item: The Estates at White Bluffs  
Applicant: Tim Story  
File #: S2024-103, Z2024-104, EA2024-115



**Figure 5 – Transportation Map**

### **FIRE SAFETY**

The City of Richland Fire Department will provide fire protection services to the subject property and future development. Currently, there are no hydrants within the proposed site. Hydrants are located within the neighboring residential areas.

### **SCHOOLS**

The plat falls within the boundaries of the Richland School District. As of the date this report was written the City had received no comments from the Richland School District.

### **SEPA**

The proposal is subject to State environmental review under the State Environmental Policy Act. Pursuant to WAC 197-11-355 the city utilized the Optional DNS process for the rezone and preliminary plat applications. A final Determination of Non-Significance (DNS) was issued for the overall project on July 8, 2025. However, the rezone portion of the application

is exempt from the provisions of the State Environmental Policy Act (SEPA), as identified in WAC 197-11-800(6)(c).

#### Critical Areas

The subject site property contains areas identified as Fish and Wildlife Habitat Conservation Area. Critical Area requirements are not applicable with this rezone request.

#### Shoreline Master Program

The subject site lies outside of the jurisdiction of the Shoreline Master Program. This project will have no effect on shorelines of statewide significance. Shoreline permitting requirements are not applicable with this proposal.

#### **PUBLIC NOTICE**

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 3*.

The rezone request was originally scheduled to be heard by the Hearing Examiner on September 9, 2024. However, the applicant requested a postponement to address items associated with the associated preliminary plat request (The Estates at White Bluffs). As a result, a new comment period was provided in 2025.

#### 2024:

|                              |                   |
|------------------------------|-------------------|
| Notice of Hearing Mailed:    | August 9, 2024    |
| Notice of Hearing Posted:    | August 16, 2024   |
| Notice of Hearing Published: | August 18, 2024   |
| Public Hearing:              | September 9, 2024 |

#### 2025:

|                              |               |
|------------------------------|---------------|
| Notice of Hearing Mailed:    | June 16, 2025 |
| Notice of Hearing Posted:    | June 23, 2025 |
| Notice of Hearing Published: | June 18, 2025 |
| Public Hearing:              | July 14, 2025 |

#### **AGENCY COMMENTS**

A variety of public agencies and City departments were given an opportunity to comment on the proposal. No substantive comments were received regarding this zoning action.

#### **PUBLIC COMMENTS**

Owners of all properties within 300-feet of the plat site were directly notified of the project by way of USPS mailing. Any comments received are included as an exhibit to this report.

## **ANALYSIS**

The project site is bordered on three (3) sides by existing single-family residential development. The City has anticipated the development of this property and future road connections and routes will provide connectivity between neighborhoods as recommended by the City's Comprehensive Plan.

This requested rezone does not approve any development activity on the site. As with all development proposals, City development regulations will apply to any specific projects that may eventually be proposed on the site. Following public notices and reviews conducted in accord with City practices for all other private or public rezone applications, there does not appear to be any evidence in this record that would provide a basis in fact or law to deny the pending rezone request.

Staff also want to address questions posed to Hearing Examiner under "Reason for Request":

1. Whether the requested rezone implements policies of the City's Comprehensive Plan, and /or whether there has been a change of circumstances since the original zoning was adopted for the site?

The site has been designated for low-density residential [LDR] uses by the City's Comprehensive Plan. While the site is already zoned in a manner consistent with low-density residential purposes (SAG), the proposed rezone would benefit the city by allowing the maximum number of new homes allowed within an area designated for low-density residential development. Given the housing shortage within the region (and state), the proposed rezone would help to provide additional housing. The requested rezone is meant to facilitate the applicant's plans to develop the site in a manner fully authorized by the appropriate residential zoning regulations.

2. Does the rezone bear a substantial relationship to the public health, safety, morals, or general welfare?

It appears that the proposed rezone is consistent with this criterion because the rezone is consistent with the City's Comprehensive Plan, and any future, project-specific proposal will have to meet city development regulations, including SEPA, possible subdivision codes, traffic impact reviews, public infrastructure concurrency reviews, and payment of any impact fees in effect at the time of an application. Furthermore, as indicated above, changing the zoning from Suburban Agriculture (1 unit per acre) to R-1-10 (4 units per acre) will help relieve some of the housing shortage which currently exists within the city, region and state.

## **RECOMMENDATION**

Staff has completed its review of the request for a change in zoning (Z2024-104) and recommends approval of the request based on the following Suggested Findings of Fact:



### **SUGGESTED FINDINGS OF FACT**

1. The property owners are Raymond French and Thomas French, the applicant is Story Family Five, LLC.
2. The application is to rezone Benton County Assessor's Tax Parcel Number 120981000002004 from Suburban Agriculture (SAG) to Single-family residential R-1-10.
3. The subject property is currently zoned Suburban Agricultural use district (SAG).
4. The requested zone change is to change zoning of the parcel identified above to Single family residential R-1-10.
5. The majority of the subject site has been previously disturbed as it was part of a larger orchard.
6. The site is gently sloped from south to the northeast.
7. The surrounding area is primarily single-family residential.
8. The Comprehensive Plan designates this parcel as Low Density Residential [LDR] (1-5 dwellings per acre).
9. Per RMC 23.18.010 (B), the R-1-1- zoning is intended to be applied to land that is designated Low Density Residential (1-5 dwellings per acre) under the City's Comprehensive Plan.
10. No portion of this proposed rezone is in the Shoreline Management Program's jurisdiction.
11. The subject site property contains areas identified as Fish and Wildlife Habitat Conservation Area. Area requirements are not applicable with this rezone request.
12. The proposal is subject to State environmental review under the State Environmental Policy Act. Pursuant to WAC 197-11-355 the city utilized the Optional DNS process for the rezone and preliminary plat applications. A final Determination of Non-Significance (DNS) was issued for the rezone and preliminary plat on September 5, 2024. However, the rezone portion of the application is exempt from the provisions of the State Environmental Policy Act (SEPA), as identified in WAC 197-11-800(6)(c).
13. Notice requirements of RMC 19.30.040 have been met. The rezone request was originally scheduled to be heard by the Hearing Examiner on September 9, 2024. However, the applicant requested a postponement to address items associated with the associated preliminary plat request (The Estates at White Bluffs). As a result, a new comment period was provided in 2025.
  - a. Notice of Hearing Mailed: August 9, 2024
  - b. Notice of Hearing Posted: August 16, 2024
  - c. Notice of Hearing Published: August 18, 2024
  - d. Notice of Hearing Mailed: June 16, 2025
  - e. Notice of Hearing Posted: June 23, 2025
  - f. Notice of Hearing Published: June 18, 2025
14. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

### **EXHIBIT LIST**

1. Application Materials
2. Comprehensive Plan Land Use and Zoning Maps

3. Public Notices & Affidavits
4. Postponement Request
5. SEPA DNS





# EXHIBIT 1

City of Richland  
Development Services

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

## Zoning Map Amendment Application

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

### PROPERTY OWNER INFORMATION

☐ Contact Person

Owner: RAYMOND FRENCH

Address: 900 HARVEST LN PR NE, RICHLAND, WA 99352

Phone: N/A

Email: N/A

### APPLICANT/CONTRACTOR INFORMATION (if different)

☒ Contact Person

Company: STORY FAMILY FIVE, LLC

UBI#: 604176699

Contact: TIM STORY

Address: PO BOX 2289, RICHLAND, WA 99352

Phone: 509.302.6136

Email: TIM@SANTILLANHOMES.COM

### DESCRIPTION OF WORK

Rezone and subdivision of 29.19 acres located west of Sirron Avenue and east of White bluffs subdivision, known as the French Orchard. The property will be re-zoned from SAG to R-1-10, matching the surrounding neighborhoods. The property will be subdivided into approximately 79 lots with public roads, sewer, water and dry utilities. Public sewer will be provided by the City of Richland and will be connected to an existing sewer stub at Jasper Street. Public water will be connected to existing water stubs at Jasper Street, Tomich Avenue and Samish Drive. The property is located within the KID boundary and will be served with KID irrigation water.

### PROPERTY INFORMATION

Parcel #: 120981000002004

Legal Description: SW 1/4 OF NE 1/4 OF SECTION 20, TOWNSHIP 9N, RANGE 28E (full legal description included with title report)

Current Zoning: Suburban Agriculture (SAG)

Current Comp Plan: Low Density Residential

Requested Zoning: R-1-10 (SFR)

Current Use: Orchard and Native

Proposed Use: SFR Subdivision Development

Area of Property: 29.19 Acres

### APPLICATION MUST INCLUDE

1. Completed application and filing fee
2. Title Report showing ownership, easements, restrictions, and accurate legal description of the property involved
3. Other information as determined by the Administrator

### ANSWER THE FOLLOWING AS COMPLETELY AS POSSIBLE

The unique characteristics, if any, of the property or circumstances of the owner:

The property is currently a mix of vacant land and orchard land, but is surrounded by R-1-10 single family residential developments on the East, West, and South sides. Existing roads are stubbing to the property from the East and West sides. It is assumed that the City intends for this land to be developed to match the surrounding developments.

Any hardship that may result in the event the rezone is not granted:

If a rezone is not granted, the land cannot be developed as proposed. If it cannot be developed as proposed, then the project cannot move forward and the value of the land will be expected to decrease, affecting the current property owner and any future land sales.

**The manner in which the proposed rezone conforms to patterns in adjacent zones:**

The property is surrounded by R-1-10 single family residential developments on the East, West, and South sides, with existing roads stubbing to the property. It is assumed that the City intends for this land to be developed to match the surrounding developments.

**Any beneficial or adverse effects the granting or denial of the rezone would have on adjacent or surrounding zones:**

Granting the rezone will support development that will provide additional housing and greater road connectivity. Increased connectivity will benefit both emergency response vehicles, as well as the neighboring developments that utilize the existing roads.

**Any beneficial or adverse effects the granting or denial of the rezone would have in relation to the overall purpose and intent of the comprehensive plan and this title:**

Granting the rezone will support development that is consistent with the current land use and anticipated development in the Comprehensive Plan.

**The benefits or detriments accruing to the City which would result from the granting or denial of this special permit:**

Granting the rezone will support development that will provide additional housing, which can generate additional tax revenue for the City. Increased connectivity will benefit emergency response vehicle routes and response times.

**Whether the proposed rezone represents a better use of the land from the standpoint of the comprehensive plan than the original zone:**

Granting the rezone will support development that is consistent with the current land use and anticipated development in the Comprehensive Plan. The current zoning and use of the land does not support the Comprehensive Plan's intended use of the land.

**Whether the proposed rezone represents spot zoning and whether a larger area should be considered:**

Granting the rezone will eliminate existing spot zoning and will provide zoning continuity with the surrounding areas.

**Identify impacts on the environment and public safety:**

Granting the rezone will allow for residential development of native and agricultural lands. The rezone would allow development that will increase public safety by providing greater lighting and street connectivity within the project area. Emergency vehicle response times and routes would also be improved, which will increase public safety.

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: TIM STORY

Applicant Signature: 

Date 5-10-2024



## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature  
Stewart Title Company  
7913 W. Grandridge Blvd  
Kennewick, WA 99336

  
Frederick H. Eppinger  
President and CEO  
David Hisey  
Secretary

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File No.: 2216093

ALTA Commitment for Title Insurance (07-01-2021)

Page 1 of 4

AMERICAN  
LAND TITLE  
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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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ALTA Commitment for Title Insurance (07-01-2021)

Page 2 of 4

AMERICAN  
LAND TITLE  
ASSOCIATION



## **5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## **6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## **7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## **8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## **9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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ALTA Commitment for Title Insurance (07-01-2021)

Page 3 of 4

AMERICAN  
LAND TITLE  
ASSOCIATION



**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION (INTENTIONALLY DELETED)**

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment for Title Insurance (07-01-2021)

Page 4 of 4

AMERICAN  
LAND TITLE  
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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Escrow Officer: Jessica Jackman  
Phone: (509) 378-3331  
Email: [JackmanTeam@stewart.com](mailto:JackmanTeam@stewart.com)

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Stewart Title Company  
Issuing Office: 7913 W. Grandridge Blvd, Kennewick, WA 99336  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 2216093  
Issuing Office File Number: 2216093  
Property Address: 1004 Sirron Avenue, Richland, WA 99352  
Revision Number:

Title Officer: Tri-Cities Title Team  
Phone: (509) 783-8300  
Email: [TCTitleTeam@stewart.com](mailto:TCTitleTeam@stewart.com)

**1. Commitment Date:** December 27, 2023 at 8:00AM

**2. Policy to be issued:** **Proposed Amount of Insurance**

|                                          |                 |                |
|------------------------------------------|-----------------|----------------|
| (a) 2021 ALTA® Owner's Policy - Standard | <b>Amount:</b>  | \$3,222,000.00 |
| (Underwriting fee - 11%)                 | <b>Premium:</b> | \$5,300.00     |
|                                          | <b>Tax:</b>     | \$461.10       |
|                                          | <b>Total:</b>   | \$5,761.10     |

Proposed Insured: Story Family Five LLC

|                                       |                 |        |
|---------------------------------------|-----------------|--------|
| (b) 2021 ALTA® Loan Policy - Extended | <b>Amount:</b>  |        |
| (Underwriting fee - 11%)              | <b>Premium:</b> | \$0.00 |
|                                       | <b>Tax:</b>     |        |
|                                       | <b>Total:</b>   | \$0.00 |

Proposed Insured: To Be Determined

**3. The estate or interest in the Land at the Commitment Date is:**

FEE SIMPLE

**4. The Title is, at the Commitment Date, vested in:**

Ray and Miriam French, as Trustees or their Successor Trustees of the Ray and Miriam French Revocable Living Trust, dated January 5, 1983

**5. The Land is described as follows:**

See Exhibit "A" Attached Hereto

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File No.: 2216093

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 9



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Escrow Officer: Jessica Jackman  
Phone: (509) 378-3331  
Email: [JackmanTeam@stewart.com](mailto:JackmanTeam@stewart.com)

**STEWART TITLE GUARANTY COMPANY**



Authorized Countersignature

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File No.: 2216093

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 9

# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## EXHIBIT "A"

### LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

**File No.:** 2216093

The Southwest quarter of the Northeast quarter of Section 20, Township 9 North, Range 28 East, W.M., Benton County, Washington;

Except that portion described as follows:

Beginning at the Northeast corner of said Southwest quarter of the Northeast quarter;

Thence South 88°47'27" West, along the North line of said Southwest quarter of the Northeast quarter, for 1320.95 feet to the Northwest quarter of said subdivision;

Thence South 00°43'01" East, along the West line of said subdivision, for 518.00 feet;

Thence North 88°47'27" East for 669.31 feet;

Thence North 01°09'11" East for 331.19 feet;

Thence North 88°47'27" East for 640.13 feet to the East line of said subdivision;

Thence North 00°30'12" West, along said East line, for 187.09 feet to the point of beginning.

Situate in the County of Benton, State of Washington.

### [MAP](#)

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

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File No.: 2216093

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 3 of 9

# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2216093

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of Real Estate Excise Tax, if applicable.

Beginning January 2, 2020, the State of Washington switched to a graduated Excise Tax scale based on the selling price of the property. ([RCW.45.060](#))

As of January 1, 2023, the rates are as follows:

\$525,000.00 and less: 1.1%, plus local rate of .25% or .50%

Greater than \$525,000.00 and less than or equal to \$1,525,000.00: 1.28% plus local rate of .25% or .50%

Greater than \$1,525,000.00 and less or equal to \$3,025,000.00: 2.75%, plus local rate of .25% or .50%

Greater than \$3,025,000.00: 3%, plus local rate of .25% or .50%

6. 2024 Property Taxes became a Lien January 1, 2024. They are not yet ascertainable or payable until February 15, 2024.

Levy Code: R5

Tax Account No.: [1-2098-100-0002-004](#)

Land: \$706,860.00

Improvements: \$35,350.00

Note: Taxes and Charges for 2023 were paid in full in the amount of \$878.16.

7. The lands described herein have been classified as Current Use and are subject to the provisions of RCW 84.34 which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years.  
Any sale or transfer of all or a portion of said property requires execution of a notice of continuance form by the new owner prior to closing with submission to the County Assessor at least 2 weeks prior to recording for approval of continuance or removal.  
NOTE: If the proposed transaction involves a sale of the property so classified or designated, there will be additional requirements regarding the Real Estate Tax Affidavit. Please contact Benton County Assessor or the Company for additional information.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 4 of 9

# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

8. Current and/or advance personal property taxes for 2024 may become due upon transfer or sale of the premises herein described. Please contact the Benton County Treasurer's office for further information.
9. Assessments and/or LIDs, if any, as may be assessed by Kennewick Irrigation District. For balances, payoffs, and further information, please email [title@kid.org](mailto:title@kid.org).
10. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
11. Any unrecorded leaseholds, rights of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.
12. Any security interest in crops growing or to be grown on said premises or in any goods which are or may become fixtures located on said premises created or existing under provisions of the Uniform Commercial Code RCW 62A
13. Furnish for examination an authentic copy of the trust known as the Ray and Miriam French Revocable Living Trust dated January 5, 1983, and any amendments thereto, or, in the alternative, a Trust Certification in the manner provided by law, together with relevant portions of the trust. Upon receipt thereof, we reserve the right to make such further requirements and/or exceptions as we deem necessary.
14. As to the Story Family Five LLC (buyer/seller) (a) Certificate of Existence from the Secretary of State's Office of the state where formed. (b) Copy of the Articles of Organization filed with the Secretary of State's Office where formed, as well as copies of all amendments thereto. (c) Copy of the Operating Agreement of the limited liability company, as well as any amendments thereto. (d) Certificate of the Manager(s) authorizing the transaction and which states that there have been no amendments to the Articles of Organization of Operating Agreement or that copies of all amendments are attached as an exhibit to the Certificate of Manager(s); or require Certificate of all members authorizing transaction. At the time the Company is furnished these items, the Company may make additional requirement or exceptions as deemed necessary.  
(e) A satisfactory search of the records against the names of a single member or community property members LLC.
15. Right, title and interest of Raymond P. French and Thomas C. French as disclosed by Personal Representative Deed recorded May 1, 2023 under Auditor's File No. [2023008265](#).
16. Right, title and interest of French Family Trust, as disclosed by deed recorded March 8, 1994 under Auditor's File No. [1994-008156](#).
17. The attached [Commercial Title Affidavit](#) must be completed in full, notarized and submitted to the Company for review prior to closing.
18. If the policies to be issued are in excess of \$3,000,000.00 or involve unusual risks, approval to issue such policies must be obtained from Stewart Title Guaranty Company. This commitment and any policies to be issued are subject to any additional limitations, requirements or exceptions made by Stewart Title Guaranty Company.
19. Upon examination it has been determined that the subject property does not meet the underwriting qualifications to receive the coverage provided in the ALTA Homeowner's Policy of Title Insurance for a one- to four-family residence, due to the following condition: More than 1 acre. The coverage provided for the subject property will be the Standard ALTA Owner's Policy. The Policy and any applicable endorsements will be issued at the filed rate.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No.: 2216093

ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 5 of 9

# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

### NOTES

NOTE A: In order to assure timely recording all recording packages should be sent to:

Stewart Title Company  
7913 W. Grandridge Blvd.  
Kennewick, WA 99336

NOTE B: Recording fees charged by the county will be billed as follows: Deeds of Trust \$304.50 for the first page and \$1.00 for each additional page. Deeds \$303.50 for the first page and \$1.00 for each additional page. For Electronic Recorded documents, please add \$2.50 plus tax (based on Stewart Title Local Office) for King, Pierce, Snohomish and Thurston Counties and \$5.00 plus tax for all remaining counties in Washington.

NOTE C: The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Ptn of SWNE 20-9-28, in Benton County, WA

NOTE D: All matter regarding extended coverage have been cleared for the mortgagee's policy. Exceptions 1, 2, 3, 4, 5 and 6 shown in Schedule B, II herein will be omitted in said extended coverage mortgagee's policy.

NOTE E: The records of County and/or our inspection indicate that the address of the improvement is located on said land is 1004 Sirron Avenue, Richland, WA 99352

NOTE F: The Loan Policy to issue will contain an 8.1 (Environmental Protection Lien) Endorsement.

NOTE G: In the event of cancellation, a cancellation charge may be made.

NOTE H: Title to the estate or interest shown in Schedule A was acquired by Instrument No(s). [878325](#), [1994008156](#), and [2023008265](#).

NOTE I: The following deeds affecting the property herein described have been recorded within the last 36 months: Instrument No(s). [2023008265](#)

NOTE J: In order for Stewart Title to act as a Trustee under a Deed of Trust, they must appear as Stewart Title Company on the recorded document.

NOTE K: We find no pertinent matters filed or recorded against Story Family Five LLC.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 6 of 9

# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

### The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

NOTE: Effective January 1, 1997, and pursuant to amendment of Washington state statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.

Format: Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page.

Font size of 8 points or larger and paper size of no more than 8 1/2" by 14".

No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

### Information which must appear on the first page:

Title or titles of document. If assignment or reconveyance, reference to auditor's file number or subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.

Abbreviated legal description (lot, block, plat name or section, township, range and quarter quarter section for unplatted).

Assessor's tax parcel number(s).

Return address which may appear in the upper left hand 3" top margin.

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File No.: 2216093

ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 7 of 9

# **ALTA COMMITMENT FOR TITLE INSURANCE**

## **SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 2216093

### **Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, adverse circumstance, discrepancies, conflicts in boundary lines or shortages in area affecting the Title that would be disclosed by an accurate and complete and current survey of the Land.
3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
6. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
7. Unpatented mining claims, and all rights relating thereto.
8. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
9. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
10. Water rights, claims or title to water.

### **SPECIAL EXCEPTIONS TO FOLLOW**

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File No.: 2216093

ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 8 of 9

## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

### SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

1. Liability to future assessments by Kennewick Irrigation District.
2. Rights reserved in federal patents or state deeds, reservations, restrictions, land use and zoning laws, plat dedications and restrictive and protective covenants, easements and rights-of-way of record or in apparent use; and existing or future municipal, county, state or other governmental or quasi-governmental assessments, including LID assessments and utility tap or connection charges, if any.
3. Easement granted to Benton Rural Electric Association as more fully set forth in the instrument recorded July 6, 1960, as Document No. [439629](#).
4. Application for Classification as Farm and Agricultural Land and the terms and conditions thereof recorded under Instrument No. [670764](#).
5. Easement granted to Sirron Corporation, Marian J. Tomich and Rudy G. Tomich as more fully set forth in the instrument recorded February 17, 1978, as Document No. [750485](#).
6. Declaration of Covenant recorded under Recording Number [867708](#).
7. Easement granted to Benton Rural Electric Association as more fully set forth in the instrument recorded December 22, 1992, as Document No. [1992031924](#).
8. Easement granted to Kennewick Irrigation District as more fully set forth in the instrument recorded April 5, 2000, as Document No. [2000008216](#).
9. Unrecorded Lease(s) and the terms, provisions, and conditions thereof as disclosed by Assignment of Overriding Royalty Interest and the terms and conditions thereof recorded under Instrument No. [2005040193](#).

Title Company makes no representation as to the current ownership of said minerals reserved.

10. Survey and the terms and conditions thereof recorded under Instrument No. [2003042660](#).

#### END OF SCHEDULE B

#### Escrow Officer Location:

Stewart Title Company  
7913 W. Grandridge Blvd  
Kennewick, WA 99336

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 9 of 9



## STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270  
**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### **Personal and Sensitive Personal Information Stewart Collects**

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

**A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

**B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

**C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

**D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

**E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

### **F. Geolocation data**

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

#### **A. Your Consumer Rights and Choices Under CCPA and CPRA**

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

##### **i. Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

##### **ii. Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

##### **iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

##### **iv. Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

**v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

**Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com); or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

**Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

**Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

**Changes to This CCPA Notice**

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

**Link to Privacy Notice**

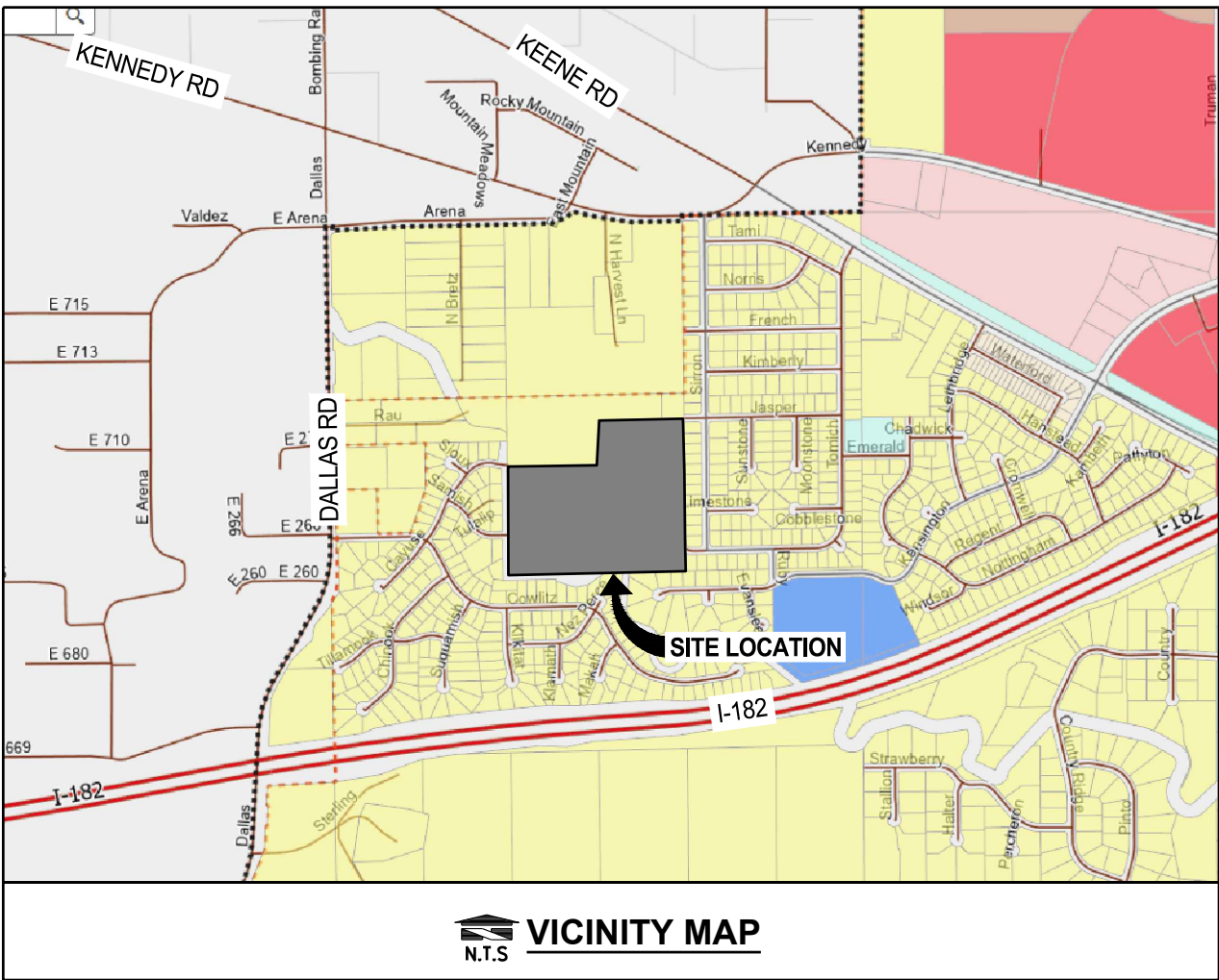
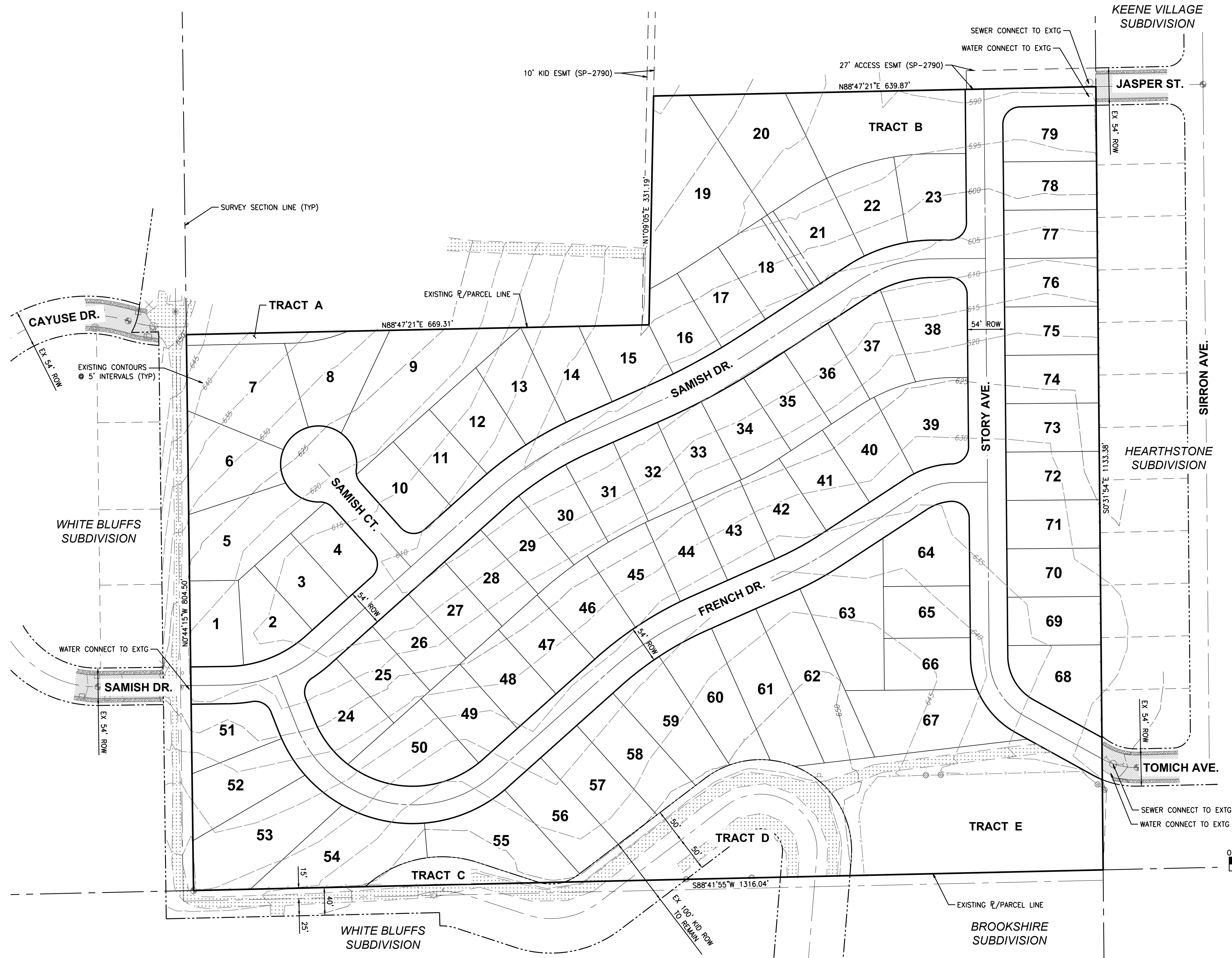
<https://www.stewart.com/en/privacy.html>

**Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



COVER SHEET  
FOR  
**PRELIMINARY PLAT OF "THE ESTATES AT WHITE BLUFFS"**  
A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SEC. 20, TWN. 9 N, RGE. 28 E, W.M.  
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



**TOPOGRAPHIC NOTE**  
THE EXISTING CULTURAL AND TOPOGRAPHIC DATA SHOWN ON THESE DRAWINGS HAS BEEN PREPARED, IN PART, BASED UPON INFORMATION FURNISHED BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, BARGHAUSEN CONSULTING ENGINEERS, INC. CANNOT ENSURE ACCURACY AND THUS IS NOT RESPONSIBLE FOR THE ACCURACY OF THAT INFORMATION OR FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATED INTO THESE DRAWINGS AS A RESULT.

**LEGAL DESCRIPTION**  
PER DEED AFN 2023-008265  
SITUATE IN BENTON COUNTY, STATE OF WASHINGTON, TO WIT:  
SECTION 20 TOWNSHIP 9 RANGE 28 QUARTER NE; THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., RICHLAND, BENTON COUNTY, WASHINGTON, EXCEPT THAT PORTION DEFINED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 88°47'27" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER FOR 1320.95 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 00°43'01" EAST, ALONG THE WEST LINE OF SAID SUBDIVISION, FOR 518.00 FEET; THENCE NORTH 88°47'27" EAST FOR 669.31 FEET; THENCE NORTH 01°09'11" EAST FOR 331.19 FEET; THENCE NORTH 88°47'27" EAST FOR 640.13 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE NORTH 00°30'12" WEST, ALONG SAID EAST LINE FOR 187.09 FEET TO THE POINT OF BEGINNING. (ALSO KNOWN AS SHORT PLAT #2790, RECORDED UNDER AFN #2004-005496 ON 02/20/2004).

**OWNER/DEVELOPER**  
STORY FAMILY FIVE, LLC  
PO BOX 2289  
RICHLAND, WA 99352  
(509) 302-6136  
CONTACT: TIM STORY

**ENGINEER**  
BARGHAUSEN CONSULTING ENGINEERS, INC.  
400 COLUMBIA POINT DRIVE, SUITE 101-B  
RICHLAND, WA 99352  
(425) 251-6222  
CONTACT: NATHAN MACHELA, PE

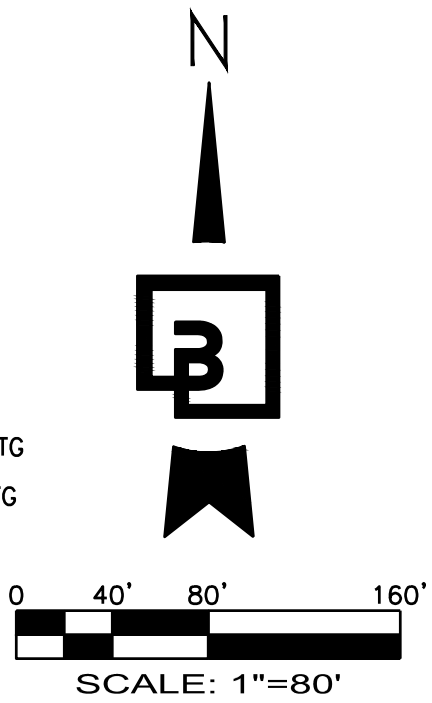
**LAND SURVEYOR**  
AHLB, INC.  
5804 ROAD 30, SUITE H  
PASCO, WA 99301  
(509) 380-5883  
CONTACT: JOHN BECKER, PLS

**SITE ADDRESS**  
1004 SIRRON AVE, RICHLAND, WA 99352  
GENERAL LOCATION: NORTH OF I-182, WEST OF SIRRON AVE, EAST OF DALLAS RD, AND SOUTH OF KENNEDY RD.

**PARCEL NUMBERS**  
120981000002004

**UTILITIES**  
WATER: CITY OF RICHLAND  
SEWER: CITY OF RICHLAND  
IRRIGATION: KID  
TELEPHONE: CHARTER / ZIPLY  
POWER: RICHLAND ENERGY SERVICES  
GAS: CASCADE NATURAL GAS CORPORATION

**SHEET INDEX**  
1 OF 2 COVER SHEET  
2 OF 2 LOT LAYOUT



| LAND USE TABLE               |                            |
|------------------------------|----------------------------|
| CURRENT ZONING               | SAG                        |
| PROPOSED ZONING              | R-1-10                     |
| CURRENT LAND USE             | LOW DENSITY RESIDENTIAL    |
| TOTAL SITE AREA              | 1,271,835 SF (29.20 ACRES) |
| RIGHT OF WAY AREA            | 214,168 SF (4.92 ACRES)    |
| TRACT AREA                   | 145,908 SF (3.35 ACRES)    |
| NUMBER OF TRACTS             | 5                          |
| RESIDENTIAL LOT AREA         | 911,759 SF (20.93 ACRES)   |
| NUMBER OF RESIDENTIAL LOTS   | 79                         |
| AVERAGE RESIDENTIAL LOT AREA | 11,541 SF (0.26 ACRES)     |
| MINIMUM RESIDENTIAL LOT AREA | 8,601 SF (LOT 4)           |
| MAXIMUM RESIDENTIAL LOT AREA | 28,173 SF (LOT 19)         |

| TRACT TABLE |                     |                         |
|-------------|---------------------|-------------------------|
| NAME        | USE                 | AREA                    |
| TRACT A     | FUTURE ROW          | 3,248 SF (0.07 ACRES)   |
| TRACT B     | STORMWATER POND     | 23,804 SF (0.55 ACRES)  |
| TRACT C     | KID CANAL/ROW       | 6,483 SF (0.15 ACRES)   |
| TRACT D     | KID CANAL/ROW       | 46,004 SF (1.06 ACRES)  |
| TRACT E     | KID IRRIGATION POND | 66,369 SF (1.52 ACRES)  |
| TOTAL AREA  | -                   | 145,908 SF (3.35 ACRES) |

Revision

No.

Date

By

Chk.

Appr.

Title:

PRELIMINARY PLAT MAP

For:

STORY FAMILY FIVE, LLC  
PO BOX 2289  
RICHLAND, WA 99352

Scale:

Horizontal  
1" = 80'  
Vertical  
N/A

Designed D.F.

Drawn D.F.

Checked N.J.M.

Approved N.J.M.

Date 05/10/24

Barghausen Consulting Engineers, Inc.

18215 72nd Avenue South  
Kent, WA 98032  
425.251.6222  
barghausen.com

Job Number

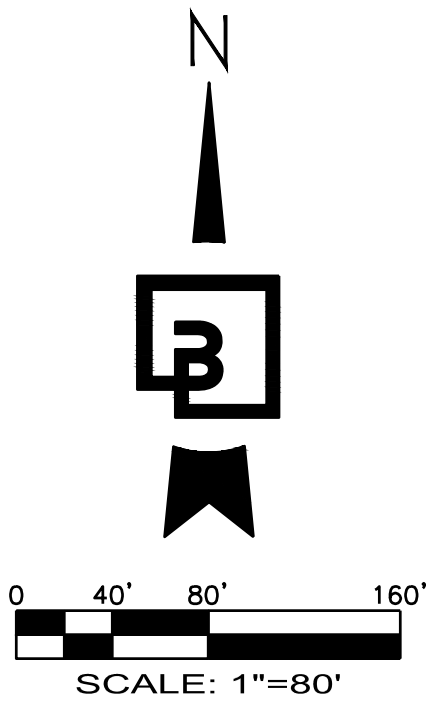
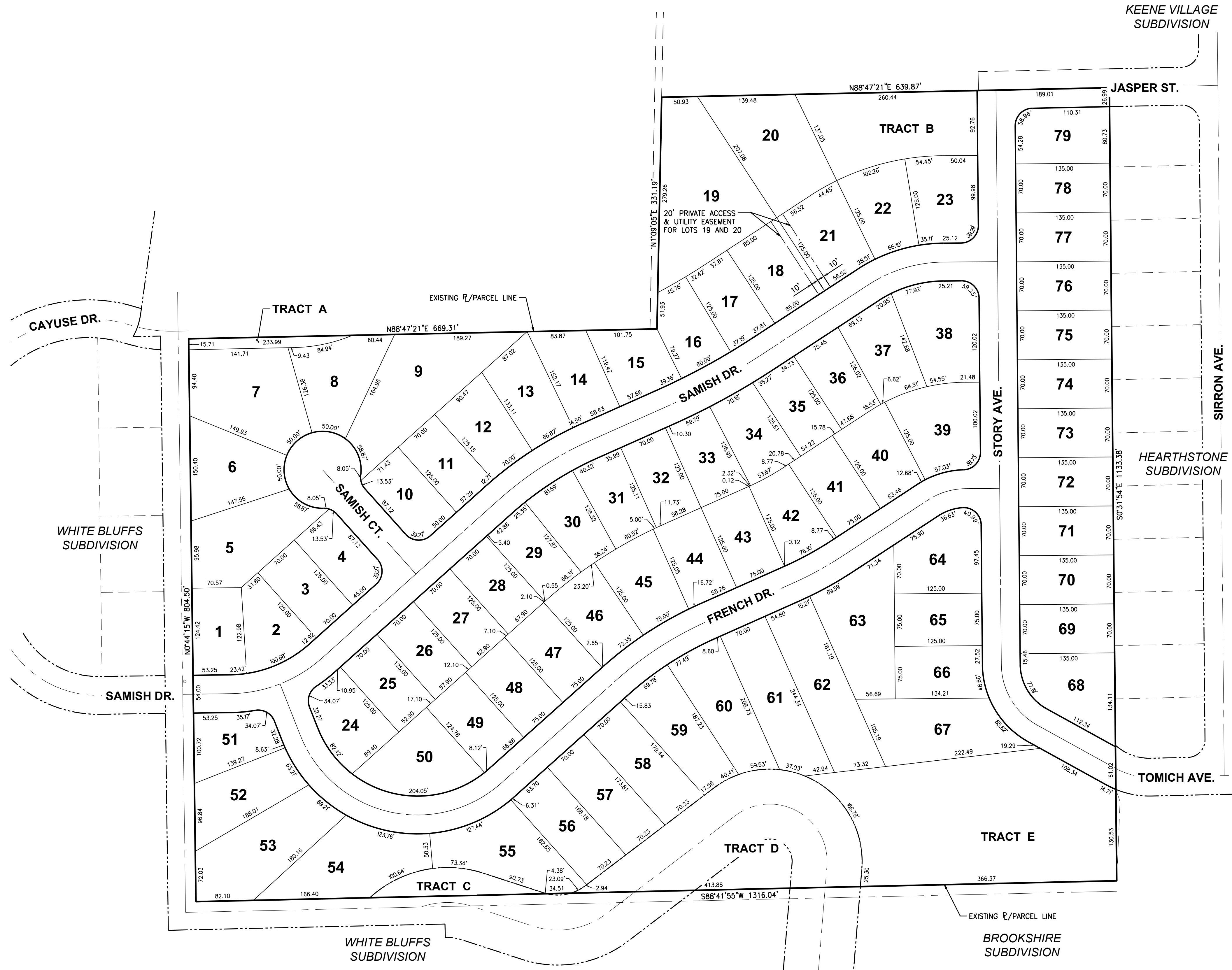
23325

Sheet

1 of 2



LOT LAYOUT  
FOR  
**PRELIMINARY PLAT OF "THE ESTATES AT WHITE BLUFFS"**  
A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SEC. 20, TWN. 9 N, RGE. 28 E, W.M.  
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



| Parcel Table |           |
|--------------|-----------|
| Parcel #     | Area      |
| 1            | 9,148 SF  |
| 2            | 8,953 SF  |
| 3            | 8,750 SF  |
| 4            | 8,601 SF  |
| 5            | 16,308 SF |
| 6            | 13,664 SF |
| 7            | 19,977 SF |
| 8            | 13,439 SF |
| 9            | 23,040 SF |
| 10           | 9,226 SF  |
| 11           | 8,751 SF  |
| 12           | 10,252 SF |
| 13           | 10,747 SF |
| 14           | 10,173 SF |
| 15           | 9,472 SF  |
| 16           | 8,811 SF  |
| 17           | 9,076 SF  |
| 18           | 10,625 SF |
| 19           | 28,173 SF |
| 20           | 19,025 SF |
| 21           | 11,624 SF |
| 22           | 10,523 SF |
| 23           | 11,725 SF |
| 24           | 10,564 SF |
| 25           | 8,750 SF  |
| 26           | 8,750 SF  |
| 27           | 8,750 SF  |
| 28           | 8,750 SF  |
| 29           | 8,853 SF  |
| 30           | 9,061 SF  |
| 31           | 8,978 SF  |
| 32           | 8,750 SF  |
| 33           | 9,260 SF  |
| 34           | 9,734 SF  |
| 35           | 8,757 SF  |
| 36           | 8,860 SF  |
| 37           | 10,638 SF |
| 38           | 14,706 SF |
| 39           | 13,731 SF |
| 40           | 10,297 SF |

| Parcel Table |           |
|--------------|-----------|
| Parcel #     | Area      |
| 41           | 9,375 SF  |
| 42           | 9,368 SF  |
| 43           | 9,375 SF  |
| 44           | 9,375 SF  |
| 45           | 10,735 SF |
| 46           | 10,448 SF |
| 47           | 9,375 SF  |
| 48           | 9,375 SF  |
| 49           | 9,374 SF  |
| 50           | 13,111 SF |
| 51           | 9,430 SF  |
| 52           | 12,117 SF |
| 53           | 18,594 SF |
| 54           | 17,549 SF |
| 55           | 15,643 SF |
| 56           | 11,576 SF |
| 57           | 11,970 SF |
| 58           | 12,364 SF |
| 59           | 13,059 SF |
| 60           | 13,882 SF |
| 61           | 16,108 SF |
| 62           | 17,869 SF |
| 63           | 17,273 SF |
| 64           | 12,989 SF |
| 65           | 9,375 SF  |
| 66           | 9,519 SF  |
| 67           | 17,433 SF |
| 68           | 12,679 SF |
| 69           | 9,450 SF  |
| 70           | 9,450 SF  |
| 71           | 9,450 SF  |
| 72           | 9,450 SF  |
| 73           | 9,450 SF  |
| 74           | 9,450 SF  |
| 75           | 9,450 SF  |
| 76           | 9,450 SF  |
| 77           | 9,450 SF  |
| 78           | 9,450 SF  |
| 79           | 10,650 SF |

| TRACT TABLE |                     |                         |
|-------------|---------------------|-------------------------|
| NAME        | USE                 | AREA                    |
| TRACT A     | FUTURE ROW          | 3,248 SF (0.07 ACRES)   |
| TRACT B     | STORMWATER POND     | 23,804 SF (0.55 ACRES)  |
| TRACT C     | KID CANAL/ROW       | 6,483 SF (0.15 ACRES)   |
| TRACT D     | KID CANAL/ROW       | 46,004 SF (1.06 ACRES)  |
| TRACT E     | KID IRRIGATION POND | 66,369 SF (1.52 ACRES)  |
| TOTAL AREA  | -                   | 145,908 SF (3.35 ACRES) |

Job Number  
**23325**

Sheet  
**2 of 2**

**Barghausen Consulting Engineers, Inc.**  
18215 72nd Avenue South  
Kent, WA 98032  
425.251.6222  
[barghausen.com](http://barghausen.com)

Designed DJE  
Drawn DJE  
Checked NJM  
Approved NJM  
Date 05/10/24

Scale:  
Horizontal  
1" = 80'  
Vertical  
N/A

For:  
**STORY FAMILY FIVE, LLC**  
PO BOX 2289  
RICHLAND, WA 99352

Title:  
**PRELIMINARY PLAT MAP**  
  
THE ESTATES AT WHITE BLUFFS  
RICHLAND, WA 99352

No.

Date

By

Ckd.

Appr.

Revision

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5/10/2024 9:23 AM

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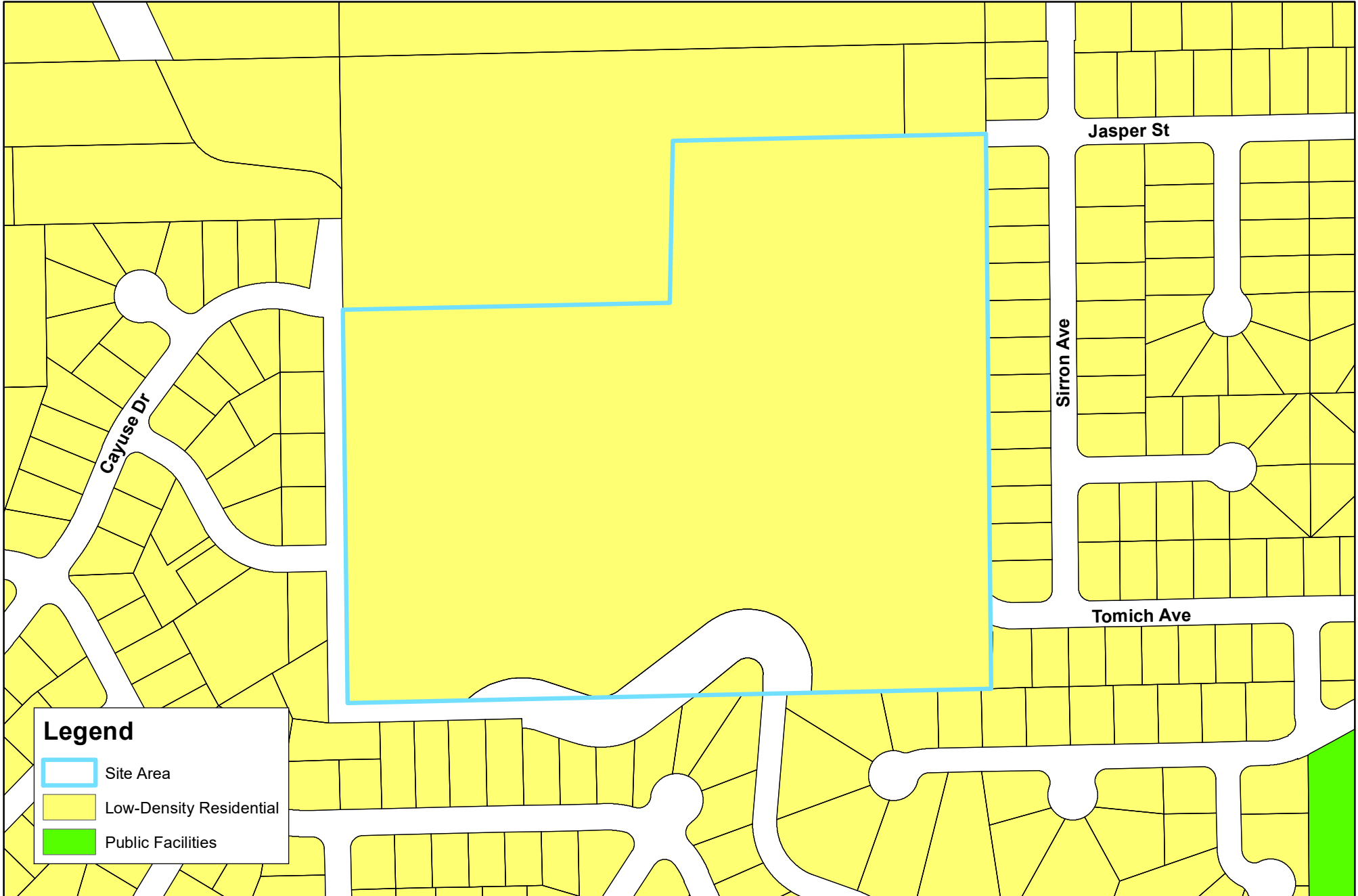
# Land Use Map

Item: The Estates at White Bluffs Applicant:  
Tim Story  
File #: S2024-103, Z2024-104, EA2024-115

**EXHIBIT 2**



0 100 200 400 Feet



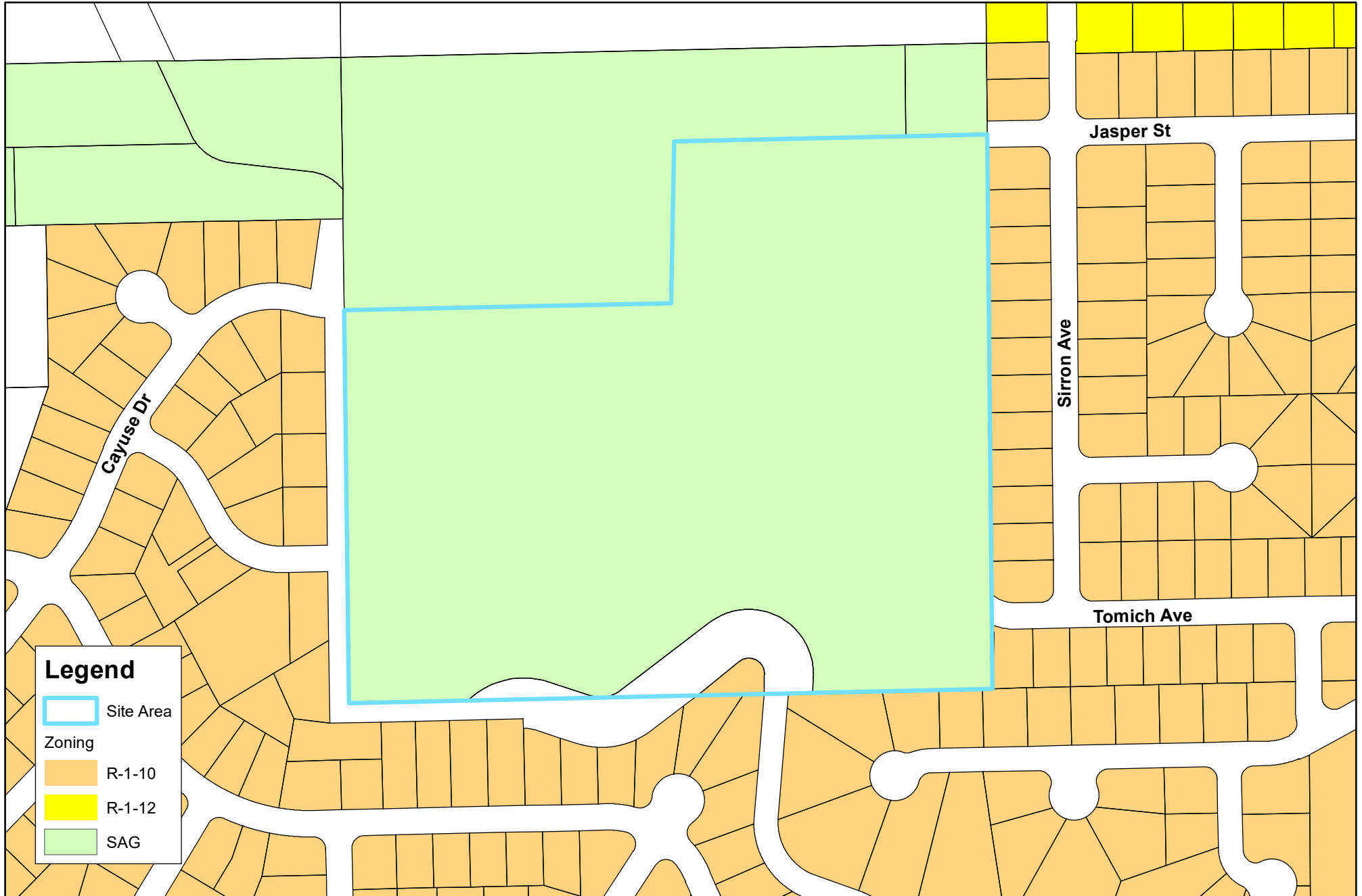


# Zoning Map

Item: The Estates at White Bluffs Applicant:  
Tim Story  
File #: S2024-103, Z2024-104, EA2024-115



0 100 200 400 Feet





Richland

## CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS (Z2024-104, S2024-103 & EA2024-115)

**Notice** is hereby given that Story Family Five, LLC has filed rezone and preliminary plat applications to: 1) rezone the site from Suburban Agriculture (SAG) to Low-Density Residential (R-1-10) reflecting the City's Comprehensive Plan, and 2) subdivide a 29+ acre site into 79 lots (Preliminary Plat of The Estates at White Bluffs).

**Project Site:** The project site is located at 1004 Sirron Ave., which is located approximately 150-feet west of the intersection of Sirron Ave. and Jasper St. and approximately 150-feet west of the intersection of Sirron Ave. and Tomich Ave. (APN 120981000002004).

**Public Hearing:** The Richland Hearings Examiner will conduct a public hearing and review of the application at 6:00 p.m., Monday, September 9, 2024 at City Hall, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

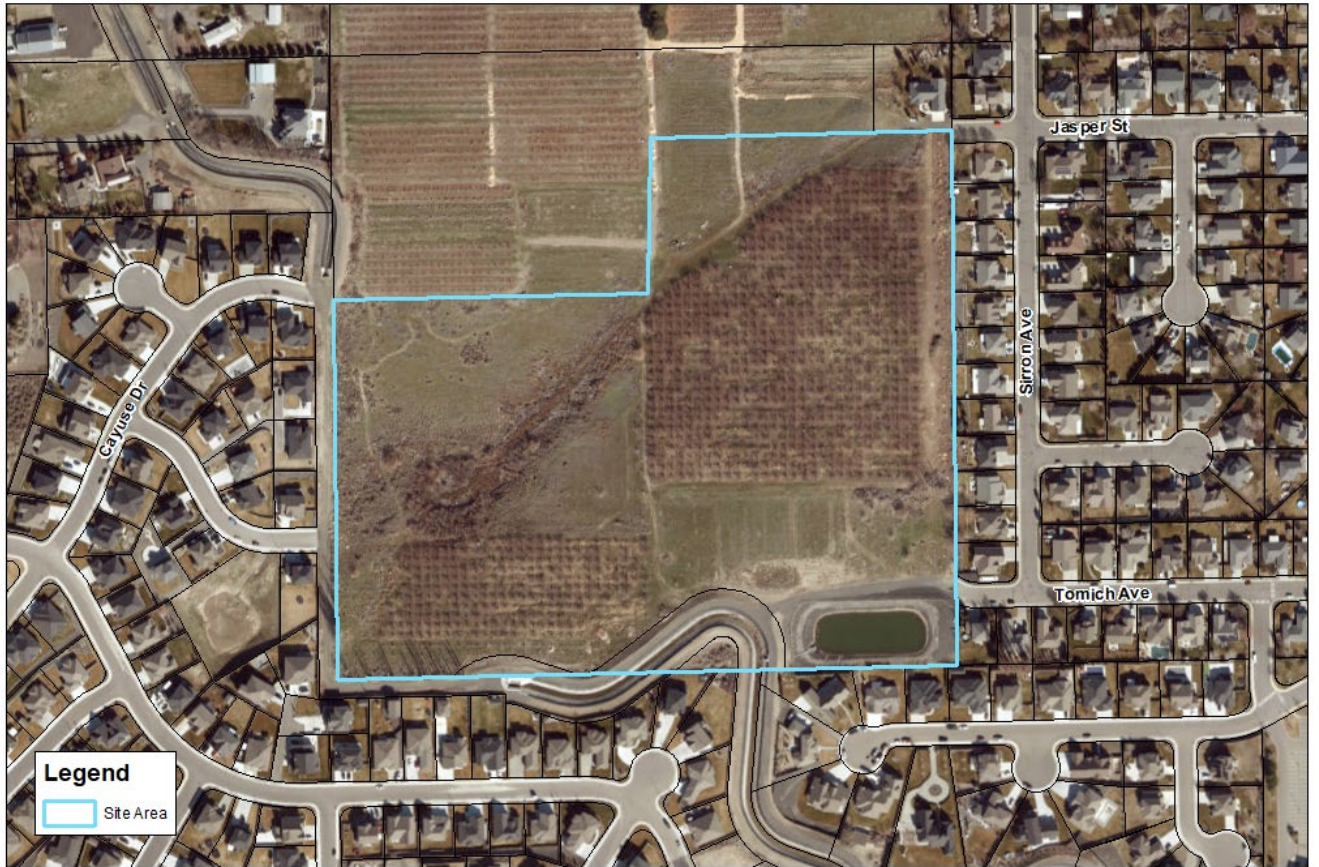
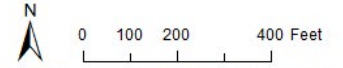
**Environmental Review:** The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed at [www.ci.richland.wa.us](http://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 emailed to [mstevens@ci.richland.wa.us](mailto:mstevens@ci.richland.wa.us). The deadline for written comments is 6:00 p.m., Sunday, September 8, 2024. However, written comments must be received no later than 5:00 p.m. on Friday, August 30, 2024 to be incorporated into the staff report. Comments received after that time will be entered into the record during the hearing.

**Appeal:** The application will be reviewed in accordance with the regulations in RMC Title 23 Zoning, Title 19 Development Regulations Administration and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced applications 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 Estates at White Bluffs  
Applicant: Tim Story  
File #: S2024-103



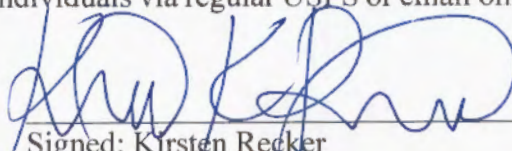


AFFIDAVIT OF MAILING

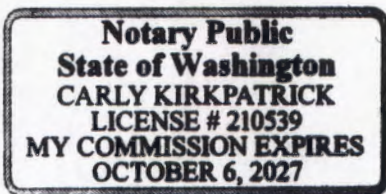
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

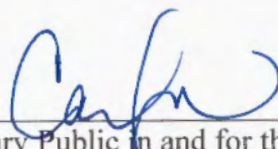
COMES NOW, Kirsten Recker, who, being first duly sworn upon oath deposes and says:

- I am an employee in the Planning & Development Department for the City of Richland.
- On the 9th day of August 2024, I mailed a copy of the attached CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS (Z2024-104, S2024-103 & EA2024-115) to the attached list of individuals via regular USPS or email on the date indicated above.

  
Signed: Kirsten Recker

SIGNED AND SWORN to before me this 9th day of August 2024 by



  
Notary Public in and for the State of Washington,  
Carly Kirkpatrick  
Print Name  
Residing at Benton County  
My appointment expires: Oct. 6, 2024

AFFIDAVIT OF MAILING - 1  
Notice of Closed Record Hearing attached.  
Address list attached.

DROUBAY TIMOTHY & ANNEMARIE E  
1316 TOMICH AVE  
RICHLAND, WA 99352

SELLE TRUSTEE CALVIN  
1288 TOMICH AVE  
RICHLAND , WA 99352

KENNEWICK IRRIGATION DISTRICT  
2015 S ELY ST BLDG A  
KENNEWICK, WA 99337

MATHESON JOHN R & ANGELA R  
4680 RAU ST  
RICHLAND, WA 99352-7831

FRENCH RAYMOND P & FRENCH THOMAS C  
900 HARVEST LN PR NE  
RICHLAND, WA 99352

HARILAL SIVANANDAN S & BINDHU  
1387 KENSINGTON WAY  
RICHLAND, WA 99352

PALMER BRUCE J  
1411 KENSINGTON WAY  
RICHLAND, WA 99352

MENDOZA DANIEL L & STEPHANIE E  
4824 COWLITZ BLVD  
RICHLAND, WA 99352

ROBBINS THEODORE E & SARAH M  
1005 KLIKITAT ST  
RICHLAND, WA 99352

COLBY NICHOLAS C  
4699 COWLITZ BLVD  
RICHLAND , WA 99352

WILLIAMS RODNEY L & LOU ANN K  
1308 TOMICH AVE  
RICHLAND, WA 99352

HAGER JEFFREY JOSEPH & JACQUELINE RACHEL  
1266 TOMICH AVE  
RICHLAND, WA 99352

FOSTER JAMES LEONARD & LUCINDA DONNETTE  
4851 RAU LN  
RICHLAND, WA 99352

FRENCH ROBIN W  
955 HARVEST LN PR NE  
RICHLAND , WA 99352

SHEPHERD DENNIS M & LANA E  
1375 KENSIINGTON WAY  
RICHLAND, WA 99352

SHRIVASTAVA MANISHKUMAR B & PREETI  
1399 KENSINGTON WAY  
RICHLAND , WA 99352

ROBERTS BART JOSEPH & CHERYL RUTH  
4812 COWLITZ BLVD  
RICHLAND , WA 99352

CITY OF RICHLAND  
625 SWIFT BLVD. MS-09  
RICHLAND , WA 99352

LAVALLE ADAM  
4711 COWLITZ BLVD  
RICHLAND, WA 99352

JUAREZ HEIDI M & AARON R  
4687 COWLITZ BLVD  
RICHLAND, WA 99352

HUMMER JAMES H  
4675 COWLITZ BLVD  
RICHLAND, WA 99352

RICHELIEU RACQUEL & BARKER DIANNA  
4651 COWLITZ BLVD  
RICHLAND, WA 99352

VAN LEUVEN AARON & JAMIE  
4572 COWLITZ BLVD  
RICHLAND, WA 99352

SORENSEN WHITNEY K & THOMAS CARL  
4596 COWLITZ BLVD  
RICHLAND, WA 99352

MCMANUS TRUSTEES CRAIG KEVIN & MEGAN EDITH  
4620 COWLITZ BLVD  
RICHLAND, WA 99352

BOWEN STEVEN H & JANET D  
4644 COWLITZ BLVD  
RICHLAND, WA 99352

CARSON CLAUDIA & JAMES  
4668 COWLITZ BLVD  
RICHLAND, WA 99352

DEPP JR LEWIS E & CHRISTY M  
4692 COWLITZ BLVD  
RICHLAND, WA 99352

NIDA LEVI T & AMANDA L  
4716 COWLITZ BLVD  
RICHLAND , WA 99352

MEQUET CHRISTOPHER & SHAILA  
4740 COWLITZ BLVD  
RICHLAND, WA 99352

URDAHL TAUNI & TUCKER  
4663 COWLITZ BLVD  
RICHLAND , WA 99352

MCMANUS TRUSTEES CRAIG KEVIN & MEGAN EDITH  
4620 COWLITZ BLVD  
RICHLAND, WA 99352

WEINMAN NATHANIEL  
4584 COWLITZ BLVD  
RICHLAND, WA 99352

SAFFELL MICHAEL & TIFFANY  
4608 COWLITZ BLVD  
RICHLAND, WA 99352

KOH KATHERINE  
4632 COWLITZ BLVD  
RICHLAND, WA 99352

ARTHUR GREG & BILLIE  
4656 COWLITZ BLVD  
RICHLAND, WA 99352

LANCHEROS VICTOR H & CORINA L  
4680 COWLITZ BLVD  
RICHLAND, WA 99352

FEASTER JARED L & JESSICA A  
4704 COWLITZ BLVD  
RICHLAND, WA 99352

SINGH SURINDER  
4728 COWLITZ BLVD  
RICHLAND, WA 99352

DECHTER STEPHEN MARK & SHARON A  
4752 COWLITZ BLVD  
RICHLAND, WA 99352

SMITH DONALD K & SUSAN F  
967 SIRRON AVE  
RICHLAND, WA 99352-7740

FRENCH THOMAS C & PAULETTE C  
4408 JASPER ST  
RICHLAND, WA 99352

NIELSEN CHRISTOPHER  
989 SIRRON AVE  
RICHLAND, WA 99352

OWENS NEKI  
1015 SIRRON AVE  
RICHLAND , WA 99352

GEE NATHAN & COLLEEN  
1031 SIRRON AVE  
RICHLAND , WA 99352

CARTER ROBERT & BARBARA  
1045 SIRRON AVE  
RICHLAND, WA 99352

ADAMS TONY JOHN & VIRGINIA MARIE  
1061 SIRRON AVE  
RICHLAND, WA 99352

BRASSFIELD BRIAN S  
1077 SIRRON AVE  
RICHLAND, WA 99352

ROSS CHRISTOPHER & LINDSEY  
4764 COWLITZ BLVD  
RICHLAND, WA 99352

WINGFIELD RICHARD DANIEL & KAILEY CHRISTINE  
4788 COWLITZ BLVD  
RICHLAND, WA 99352

WITTE CRAIG E  
4366 JASPER ST  
RICHLAND, WA 99352

ZIMMERMANN JONATHAN & BARBARA  
975 SIRRON AVE  
RICHLAND, WA 99352

MOORE WILLIAM R & JUDY M  
1007 SIRRON AVE  
RICHLAND, WA 99352

KIRBY NICOLE R  
1023 SIRRON AVE  
RICHLAND, WA 99352

MORGAN MAXWELL & ALAINA  
1037 SIRRON AVE  
RICHLAND, WA 99352

SIVANISH PAUL H & JANET L  
1053 SIRRON AVE  
RICHLAND, WA 99352

LANDON PATRICK M & AMELIA L  
1069 SIRRON AVE  
RICHLAND, WA 99352

HIEBERT DOUGLAS G  
15674 WEST WEDGE WAY  
MORRISON, CO 80465

HARTMAN HEATHER E & ROMERO STEVEN J  
4776 COWLITZ BLVD  
RICHLAND, WA 99352

MCCOOK DANIEL P & CASSIE L  
4800 COWLITZ BLVD  
RICHLAND, WA 99352



HEALY HEATHER & BRACKNEY PAUL A  
1076 SAMISH DRIVE  
RICHLAND , WA 99352

KIRSCHENMANN STEVEN S & LACY M  
1064 SAMISH DR  
RICHLAND , WA 99352

NELSON KYLE & ALYSSA  
1051 SAMISH DR  
RICHLAND, WA 99352

LEDFORD ANDREW & BETH  
1075 SAMISH DR  
RICHLAND , WA 99352

LOPEZ LUIS & CHRISTINA  
1416 S OLYMPIA PL  
KENNEWICK, WA 99337

LITE III DONALD J & KIMBERLY  
1087 SAMISH DRIVE  
RICHLAND , WA 99352

KNIGHT RANAE JOY  
928 CAYUSE DR  
RICHLAND, WA 99352

WEBB CURTIS J & MELISSA R  
900 CAYUSE DRIVE  
RICHLAND, WA 99352

HARRIS JOHN R & SARAH L  
877 CAYUSE DR  
RICHLAND, WA 99352

BROADBENT KYLE D & AMY E  
901 CAYUSE DR  
RICHLAND, WA 99352

LITKA DEVAN J & ALEXANDRIA N  
1070 SAMISH DR  
RICHLAND , WA 99352

COURTNEY TODD A & TIERA L  
1052 SAMISH DR  
RICHLAND, WA 99352

CAMPBELL JR ROBERT ANDREW & JOAN  
1063 SAMISH DRIVE  
RICHLAND , WA 99352

BLANC MICHAEL & KAYLIE  
4701 TULALIP CT  
RICHLAND, WA 99352

WITT MORGAN F & ALEXANDRA A  
4708 TULALIP CT  
RICHLAND , WA 99352

WITT FREDERICK & ANTONIA  
940 CAYUSE DR  
RICHLAND, WA 99352

CHUNN CALVIN B & KAYLEE E  
916 CAYUSE DR  
RICHLAND , WA 99352

SOULAMI AYOUB & HRAM ASMAE  
880 CAYUSE DR  
RICHLAND, WA 99352

ATENCIO GREG A & JULIANNE H  
889 CAYUSE DR  
RICHLAND, WA 99352

QIN CHUAN & ZHU QIMEI  
4750 SIOUX CT  
RICHLAND, WA 99352

FRENCH ROBIN W  
955 HARVEST LN PR NE  
RICHLAND , WA 99352

BOWER MELISSA A  
1255 TOMICH AVE  
RICHLAND, WA 99352

LOBDELL JON L & KERI A  
4391 LIMESTONE CT  
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MADDISON ROGER & ANITA  
1062 SIRRON AVE  
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TUAN ALLAN C & YOLANDA H  
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FRENCH THOMAS C & PAULETTE C  
4408 JASPER ST  
RICHLAND, WA 99352

LAWING KEITH J & JAMIE C  
1024 SIRRON AVE  
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TRUSTEES BRANDT CHARLES MOHR & JENNIFER AIMEN  
YOUNG  
1351 KENSINGTON WAY  
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BACHAUD GRANT C & MICHELLE K  
1093 SIRRON AVE  
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JENSEN JASON & EMILY  
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1388 KENSINGTON WAY  
RICHLAND, WA 99352

KINNEY REED J & SOPHIA M  
1376 KENSINGTON WAY  
RICHLAND, WA 99352

WAGGONER JACK BRANDON  
1364 KENSINGTON WAY  
RICHLAND, WA 99352

LUKSIC STEVEN  
1352 KENSINGTON WAY  
RICHLAND, WA 99352

PHONGSA HEATHER M & ANONG S  
1324 KENSINGTON WAY  
RICHLAND, WA 99352

AFFIDAVIT OF POSTING

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

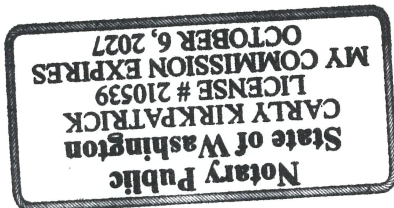
COMES NOW, **Kyle Hendricks**, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning Division of the Development Services Department for the City of Richland.
2. On the 16<sup>th</sup> day of August 2024, I posted the attached NOTICE OF PUBLIC HEARING, File Number S2024-103 (The Estates at White Bluffs Preliminary Plat) in the following location:

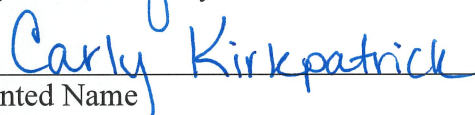
The western terminus of Jasper Street.

  
Signed: Kyle Hendricks

SIGNED AND SWORN to before me this 16<sup>th</sup> day of August, 2024, by Kyle Hendricks.



  
Signature of Notary

  
Printed Name

Notary Public in and for the State of Washington,

Residing in Benton County

My appointment expires: Oct. 6, 2027

AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification                          | Order PO          | Amount   | Cols | Depth |
|-----------|--------------|-----------------------------------------|-------------------|----------|------|-------|
| 36823     | 582221       | Print Legal Ad-IPL01885500 - IPL0188550 | HE PHN Z 2024-104 | \$200.39 | 1    | 69 L  |

Attention: (company)  
CITY OF RICHLAND/LEGALS  
625 SWIFT BLVD. MS-05  
RICHLAND, WA 99352

janderson@ci.richland.wa.us

CITY OF RICHLAND  
NOTICE OF APPLICATION,  
PUBLIC HEARING

**Notice:** Story Family Five, LLC has filed a rezone and preliminary plat application to: 1) rezone the site from Suburban Agriculture (SAG) to Low-Density Residential (R-1-10) reflecting the City's Comprehensive Plan; and 2) subdivide a 29+ acre site into 79 lots (Preliminary Plat of The Estates at White Bluffs).

**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](http://www.ci.richland.wa.us).

**Public Hearing:** The Richland Hearing Examiner will conduct a public hearing and review of the application on **Monday, September 9, 2024 at 5:00 p.m.** in the Richland City Hall Council Chambers, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

**Public Comment:** Any person desiring to express their views or to be notified of any decision pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to [mstevens@ci.richland.wa.us](mailto:mstevens@ci.richland.wa.us). Written comments should be received no later than 5:00 p.m. on Friday, August 30, 2024, to be incorporated into the staff report. Comments received after that date will be entered into the record at the meeting.

**Appeal:** The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration and Title 23 Zoning. 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.

Date Published: Sunday, August 18, 2024  
IPL0188550  
Aug 18 2024

COUNTY OF BENTON)  
SS  
STATE OF WASHINGTON)

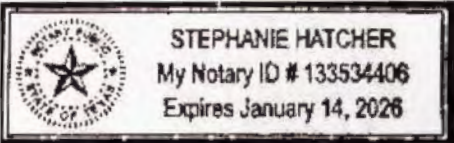
Mary Castro, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, ran 1 time (s) commencing on 08/18/2024, and ending on 08/18/2024 and that said newspaper was regularly distributed to its subscribers during all of this period.

1 insertion(s) published on:  
08/18/24

Mary Castro

(Signature of Legals Clerk)  
Sworn to and subscribed before me this 19th day of August in the year of 2024

Stephanie Hatcher  
Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!



Richland

## CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS (Z2024-104, S2024-103 & EA2024-115)

**Notice** is hereby given that Story Family Five, LLC has filed rezone and preliminary plat applications to: 1) rezone the site from Suburban Agriculture (SAG) to Low-Density Residential (R-1-10) reflecting the City's Comprehensive Plan, and 2) subdivide a 29+ acre site into 74 residential lots and several non-buildable tracts (Preliminary Plat of The Estates at White Bluffs).

**Project Site:** The project site is located at 1004 Sirron Ave., which is located approximately 150-feet west of the intersection of Sirron Ave. and Jasper St. and approximately 150-feet west of the intersection of Sirron Ave. and Tomich Ave. (APN 120981000002004).

**Public Hearing:** The Richland Hearings Examiner will conduct a public hearing to review the application on **Monday, July 14, 2025 at 6:00 p.m.** in the Richland City Hall Council Chambers, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

**Environmental Review:** The proposal is subject to environmental review. The City of Richland serving as the lead agency under the State Environmental Policy Act (SEPA), has reviewed and evaluated the proposed project for probable adverse environmental impacts. The City anticipates issuing a Determination of Non-Significance (DNS) under WAC 197-11-355. 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](http://www.ci.richland.wa.us).

**Public Comment:** Any person desiring to express their views or to be notified of any future decisions related to this application should contact Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us). The deadline to submit written comments is 6:00 p.m. on Sunday, July 13, 2025. To be incorporated into the staff report presented to the Hearing Examiner, comments must be received no later than 5:00 p.m. on Thursday, July 3, 2025. Comments received July 4, 2025 through 6:00 p.m. on July 13, 2025 will be entered into the record during the hearing.

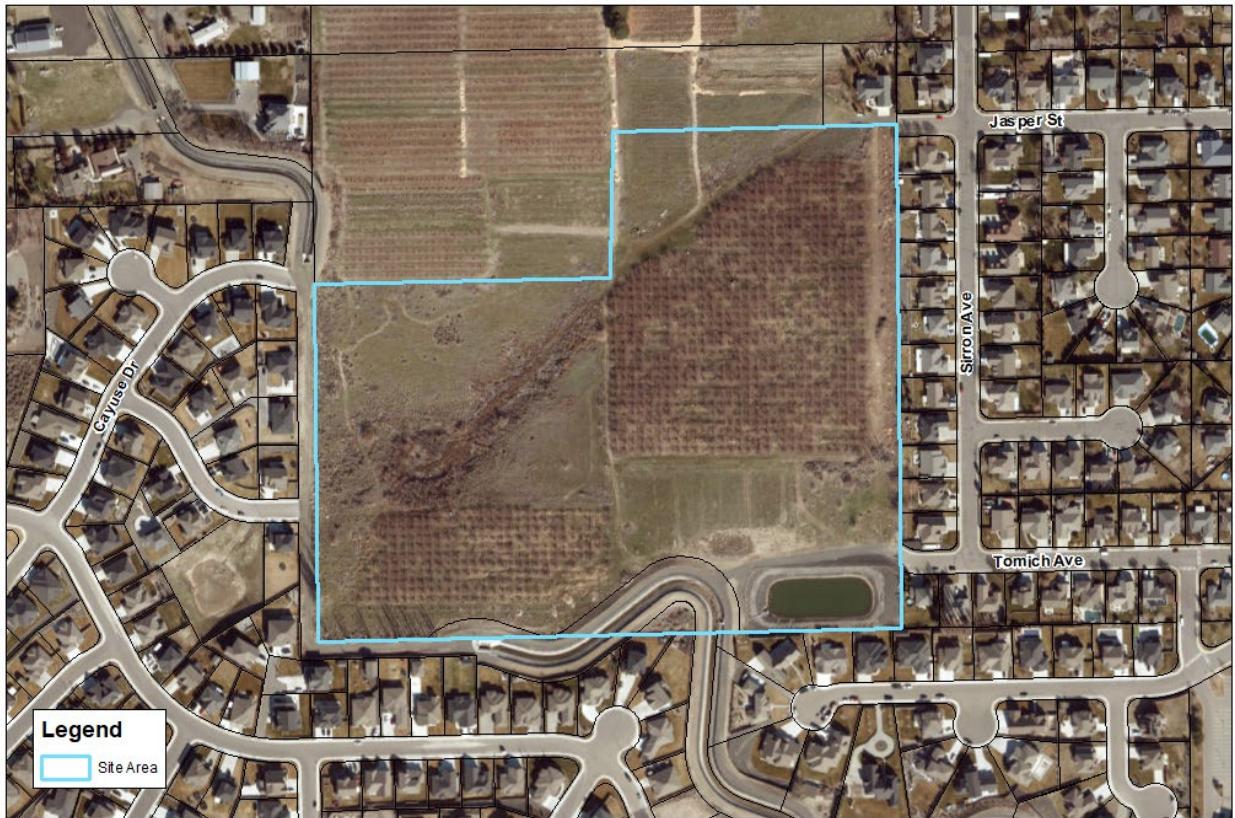
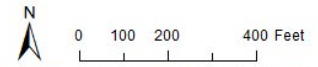
Comment Period Begins: June 13, 2025  
Comment Period Ends: July 14, 2025

**Appeal:** The application will be reviewed in accordance with the regulations in RMC Title 23 Zoning, Title 19 Development Regulations Administration and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced applications 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 Estates at White Bluffs  
Applicant: Tim Story  
File #: S2024-103





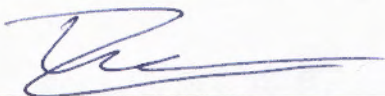
AFFIDAVIT OF MAILING

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

COMES NOW, Ivan Popovich, who, being first duly sworn upon oath deposes and says:

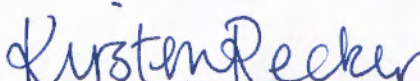
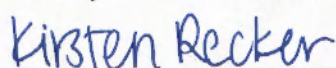
1. I am an employee in the Planning & Development Department for the City of Richland.

2. On the 16th day of June 2025 I mailed a copy of the attached CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING AND OPTIONAL DNS (Z2024-104, S2024-103 & EA2024-115) to the attached list of individuals via regular USPS or email on the date indicated above.

  
Signed: Ivan Popovich

SIGNED AND SWORN to before me this 17th day of June, 2025 by



  
Notary Public in and for the State of Washington,  
  
Print Name  
Residing at 625 Sniff Blvd. Richland  
My appointment expires: 09/06/2028

AFFIDAVIT OF MAILING - 1  
Notice of Closed Record Hearing attached.  
Address list attached.



Richland

## CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS (Z2024-104, S2024-103 & EA2024-115)

**Notice** is hereby given that Story Family Five, LLC has filed rezone and preliminary plat applications to: 1) rezone the site from Suburban Agriculture (SAG) to Low-Density Residential (R-1-10) reflecting the City's Comprehensive Plan, and 2) subdivide a 29+ acre site into 74 residential lots and several non-buildable tracts (Preliminary Plat of The Estates at White Bluffs).

**Project Site:** The project site is located at 1004 Sirron Ave., which is located approximately 150-feet west of the intersection of Sirron Ave. and Jasper St. and approximately 150-feet west of the intersection of Sirron Ave. and Tomich Ave. (APN 120981000002004).

**Public Hearing:** The Richland Hearings Examiner will conduct a public hearing to review the application on **Monday, July 14, 2025 at 6:00 p.m.** in the Richland City Hall Council Chambers, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

**Environmental Review:** The proposal is subject to environmental review. The City of Richland serving as the lead agency under the State Environmental Policy Act (SEPA), has reviewed and evaluated the proposed project for probable adverse environmental impacts. The City anticipates issuing a Determination of Non-Significance (DNS) under WAC 197-11-355. 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](http://www.ci.richland.wa.us).

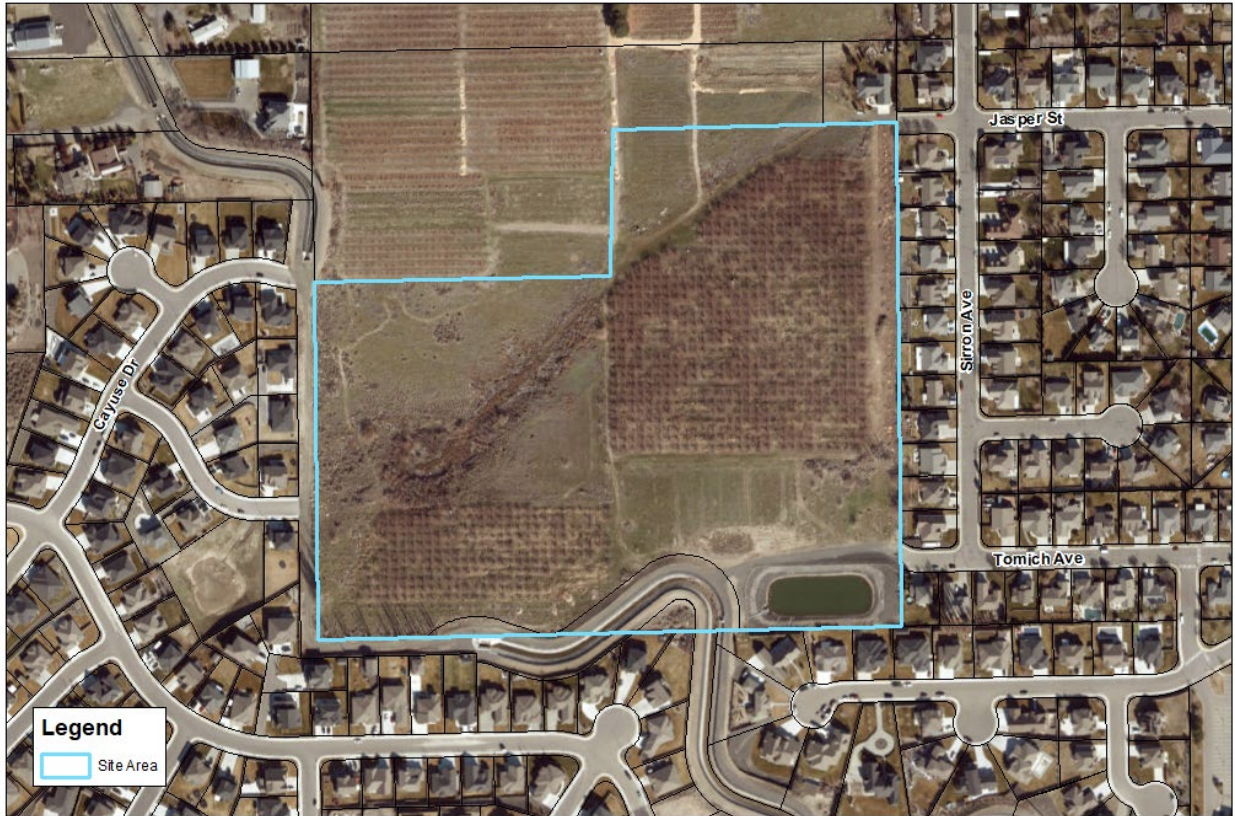
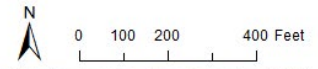
**Public Comment:** Any person desiring to express their views or to be notified of any future decisions related to this application should contact Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us). The deadline to submit written comments is 6:00 p.m. on Sunday, July 13, 2025. To be incorporated into the staff report presented to the Hearing Examiner, comments must be received no later than 5:00 p.m. on Thursday, July 3, 2025. Comments received July 4, 2025 through 6:00 p.m. on July 13, 2025 will be entered into the record during the hearing.

Comment Period Begins: June 13, 2025  
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**Appeal:** The application will be reviewed in accordance with the regulations in RMC Title 23 Zoning, Title 19 Development Regulations Administration and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced applications 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 Estates at White Bluffs  
Applicant: Tim Story  
File #: S2024-103





DROUBAY TIMOTHY & ANNEMARIE E  
1316 TOMICH AVE  
RICHLAND, WA 99352

SELLE TRUSTEE CALVIN  
1288 TOMICH AVE  
RICHLAND , WA 99352

KENNEWICK IRRIGATION DISTRICT  
2015 S ELY ST BLDG A  
KENNEWICK, WA 99337

MATHESON JOHN R & ANGELA R  
4680 RAU ST  
RICHLAND, WA 99352-7831

FRENCH RAYMOND P & FRENCH THOMAS C  
900 HARVEST LN PR NE  
RICHLAND, WA 99352

HARILAL SIVANANDAN S & BINDHU  
1387 KENSINGTON WAY  
RICHLAND, WA 99352

PALMER BRUCE J  
1411 KENSINGTON WAY  
RICHLAND, WA 99352

MENDOZA DANIEL L & STEPHANIE E  
4824 COWLITZ BLVD  
RICHLAND, WA 99352

ROBBINS THEODORE E & SARAH M  
1005 KLIKITAT ST  
RICHLAND, WA 99352

COLBY NICHOLAS C  
4699 COWLITZ BLVD  
RICHLAND , WA 99352

WILLIAMS RODNEY L & LOU ANN K  
1308 TOMICH AVE  
RICHLAND, WA 99352

HAGER JEFFREY JOSEPH & JACQUELINE RACHEL  
1266 TOMICH AVE  
RICHLAND, WA 99352

FOSTER JAMES LEONARD & LUCINDA DONNETTE  
4851 RAU LN  
RICHLAND, WA 99352

FRENCH ROBIN W  
955 HARVEST LN PR NE  
RICHLAND , WA 99352

SHEPHERD DENNIS M & LANA E  
1375 KENSINGTON WAY  
RICHLAND, WA 99352

SHRIVASTAVA MANISHKUMAR B & PREETI  
1399 KENSINGTON WAY  
RICHLAND , WA 99352

ROBERTS BART JOSEPH & CHERYL RUTH  
4812 COWLITZ BLVD  
RICHLAND , WA 99352

CITY OF RICHLAND  
625 SWIFT BLVD. MS-09  
RICHLAND , WA 99352

LAVALLE ADAM  
4711 COWLITZ BLVD  
RICHLAND, WA 99352

JUAREZ HEIDI M & AARON R  
4687 COWLITZ BLVD  
RICHLAND, WA 99352

HUMMER JAMES H  
4675 COWLITZ BLVD  
RICHLAND, WA 99352

RICHELIEU RACQUEL & BARKER DIANNA  
4651 COWLITZ BLVD  
RICHLAND, WA 99352

VAN LEUVEN AARON & JAMIE  
4572 COWLITZ BLVD  
RICHLAND, WA 99352

SORENSEN WHITNEY K & THOMAS CARL  
4596 COWLITZ BLVD  
RICHLAND, WA 99352

MCMANUS TRUSTEES CRAIG KEVIN & MEGAN  
EDITH  
4620 COWLITZ BLVD  
RICHLAND, WA 99352  
BOWEN STEVEN H & JANET D  
4644 COWLITZ BLVD  
RICHLAND, WA 99352

CARSON CLAUDIA & JAMES  
4668 COWLITZ BLVD  
RICHLAND, WA 99352

DEPP JR LEWIS E & CHRISTY M  
4692 COWLITZ BLVD  
RICHLAND, WA 99352

NIDA LEVI T & AMANDA L  
4716 COWLITZ BLVD  
RICHLAND , WA 99352

MEQUET CHRISTOPHER & SHAILA  
4740 COWLITZ BLVD  
RICHLAND, WA 99352

URDAHL TAUNI & TUCKER  
4663 COWLITZ BLVD  
RICHLAND , WA 99352

MCMANUS TRUSTEES CRAIG KEVIN & MEGAN  
4620 COWLITZ BLVD  
RICHLAND, WA 99352

WEINMAN NATHANIEL  
4584 COWLITZ BLVD  
RICHLAND, WA 99352

SAFFELL MICHAEL & TIFFANY  
4608 COWLITZ BLVD  
RICHLAND, WA 99352

KOH KATHERINE  
4632 COWLITZ BLVD  
RICHLAND, WA 99352

ARTHUR GREG & BILLIE  
4656 COWLITZ BLVD  
RICHLAND, WA 99352

SMALLEY DENNIS R & TERESA  
4680 COWLITZ BLVD  
RICHLAND, WA 99352

FEASTER JARED L & JESSICA A  
4704 COWLITZ BLVD  
RICHLAND, WA 99352

SINGH SURINDER  
4728 COWLITZ BLVD  
RICHLAND, WA 99352

DECHTER STEPHEN MARK & SHARON A  
4752 COWLITZ BLVD  
RICHLAND, WA 99352

SMITH DONALD K & SUSAN F  
967 SIRRON AVE  
RICHLAND, WA 99352-7740

FRENCH THOMAS C & PAULETTE C  
4408 JASPER ST  
RICHLAND, WA 99352

NIELSEN CHRISTOPHER  
989 SIRRON AVE  
RICHLAND, WA 99352

OWENS NEKI  
1015 SIRRON AVE  
RICHLAND , WA 99352

GEE NATHAN & COLLEEN  
1031 SIRRON AVE  
RICHLAND , WA 99352

CARTER ROBERT & BARBARA  
1045 SIRRON AVE  
RICHLAND, WA 99352

ADAMS TONY JOHN & VIRGINIA MARIE  
1061 SIRRON AVE  
RICHLAND, WA 99352

BRASSFIELD BRIAN S  
1077 SIRRON AVE  
RICHLAND, WA 99352

ROSS CHRISTOPHER & LINDSEY  
4764 COWLITZ BLVD  
RICHLAND, WA 99352

WINGFIELD RICHARD DANIEL & KAILEY CHRISTINE  
4788 COWLITZ BLVD  
RICHLAND, WA 99352

WITTE CRAIG E  
4366 JASPER ST  
RICHLAND, WA 99352

ZIMMERMANN JONATHAN & BARBARA  
975 SIRRON AVE  
RICHLAND, WA 99352

MOORE WILLIAM R & JUDY M  
1007 SIRRON AVE  
RICHLAND, WA 99352

KIRBY NICOLE R  
1023 SIRRON AVE  
RICHLAND, WA 99352

MORGAN MAXWELL & ALAINA  
1037 SIRRON AVE  
RICHLAND, WA 99352

SIVANISH PAUL H & JANET L  
1053 SIRRON AVE  
RICHLAND, WA 99352

LANDON PATRICK M & AMELIA L  
1069 SIRRON AVE  
RICHLAND, WA 99352

HIEBERT DOUGLAS G  
15674 WEST WEDGE WAY  
MORRISON, CO 80465

HARTMAN HEATHER E & ROMERO STEVEN J  
4776 COWLITZ BLVD  
RICHLAND, WA 99352

MCCOOK DANIEL P & CASSIE L  
4800 COWLITZ BLVD  
RICHLAND, WA 99352

HEALY HEATHER & BRACKNEY PAUL A  
1076 SAMISH DRIVE  
RICHLAND , WA 99352

KIRSCHENMANN STEVEN S & LACY M  
1064 SAMISH DR  
RICHLAND , WA 99352

NELSON KYLE & ALYSSA  
1051 SAMISH DR  
RICHLAND, WA 99352

LEDFORD ANDREW & BETH  
1075 SAMISH DR  
RICHLAND , WA 99352

LOPEZ LUIS & CHRISTINA  
1416 S OLYMPIA PL  
KENNEWICK, WA 99337

LITE III DONALD J & KIMBERLY  
1087 SAMISH DRIVE  
RICHLAND , WA 99352

KNIGHT RANAE JOY  
928 CAYUSE DR  
RICHLAND, WA 99352

WEBB CURTIS J & MELISSA R  
900 CAYUSE DRIVE  
RICHLAND, WA 99352

HARRIS JOHN R & SARAH L  
877 CAYUSE DR  
RICHLAND, WA 99352

BROADBENT KYLE D & AMY E  
901 CAYUSE DR  
RICHLAND, WA 99352

LITKA DEVAN J & ALEXANDRIA N  
1070 SAMISH DR  
RICHLAND , WA 99352

COURTNEY TODD A & TIERA L  
1052 SAMISH DR  
RICHLAND, WA 99352

BOATENG DANIEL O  
1063 SAMISH DRIVE  
RICHLAND , WA 99352

BLANC MICHAEL & KAYLIE  
4701 TULALIP CT  
RICHLAND, WA 99352

WITT MORGAN F & ALEXANDRA A  
4708 TULALIP CT  
RICHLAND , WA 99352

WITT FREDERICK & ANTONIA  
940 CAYUSE DR  
RICHLAND, WA 99352

CHUNN CALVIN B & KAYLEE E  
916 CAYUSE DR  
RICHLAND , WA 99352

SOULAMI AYOUB & HRAM ASMAE  
880 CAYUSE DR  
RICHLAND, WA 99352

ATENCIO GREG A & JULIANNE H  
889 CAYUSE DR  
RICHLAND, WA 99352

QIN CHUAN & ZHU QIMEI  
4750 SIOUX CT  
RICHLAND, WA 99352



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PHONGSA HEATHER M & ANONG S  
1324 KENSINGTON WAY  
RICHLAND, WA 99352

KRUMLAND TIMOTHY PHILIP & HAILIEY DAWN  
1376 KENSINGTON WAY  
RICHLAND, WA 99352

LUKSIC STEVEN  
1352 KENSINGTON WAY  
RICHLAND, WA 99352

DROUBAY TIMOTHY & ANNEMARIE E  
1316 TOMICH AVE  
RICHLAND, WA 99352

SELLE TRUSTEE CALVIN  
1288 TOMICH AVE  
RICHLAND , WA 99352

KENNEWICK IRRIGATION DISTRICT  
2015 S ELY ST BLDG A  
KENNEWICK, WA 99337

MATHESON JOHN R & ANGELA R  
4680 RAU ST  
RICHLAND, WA 99352-7831

FRENCH RAYMOND P & FRENCH THOMAS C  
900 HARVEST LN PR NE  
RICHLAND, WA 99352

HARILAL SIVANANDAN S & BINDHU  
1387 KENSINGTON WAY  
RICHLAND, WA 99352

PALMER BRUCE J  
1411 KENSINGTON WAY  
RICHLAND, WA 99352

MENDOZA DANIEL L & STEPHANIE E  
4824 COWLITZ BLVD  
RICHLAND, WA 99352

ROBBINS THEODORE E & SARAH M  
1005 KLIKITAT ST  
RICHLAND, WA 99352

COLBY NICHOLAS C  
4699 COWLITZ BLVD  
RICHLAND , WA 99352

WILLIAMS RODNEY L & LOU ANN K  
1308 TOMICH AVE  
RICHLAND, WA 99352

HAGER JEFFREY JOSEPH & JACQUELINE RACHEL  
1266 TOMICH AVE  
RICHLAND, WA 99352

FOSTER JAMES LEONARD & LUCINDA DONNETTE  
4851 RAU LN  
RICHLAND, WA 99352

FRENCH ROBIN W  
955 HARVEST LN PR NE  
RICHLAND , WA 99352

SHEPHERD DENNIS M & LANA E  
1375 KENSINGTON WAY  
RICHLAND, WA 99352

SHRIVASTAVA MANISHKUMAR B & PREETI  
1399 KENSINGTON WAY  
RICHLAND , WA 99352

ROBERTS BART JOSEPH & CHERYL RUTH  
4812 COWLITZ BLVD  
RICHLAND , WA 99352

CITY OF RICHLAND  
625 SWIFT BLVD. MS-09  
RICHLAND , WA 99352

LAVALLE ADAM  
4711 COWLITZ BLVD  
RICHLAND, WA 99352

JUAREZ HEIDI M & AARON R  
4687 COWLITZ BLVD  
RICHLAND, WA 99352

HUMMER JAMES H  
4675 COWLITZ BLVD  
RICHLAND, WA 99352

RICHELIEU RACQUEL & BARKER DIANNA  
4651 COWLITZ BLVD  
RICHLAND, WA 99352

VAN LEUVEN AARON & JAMIE  
4572 COWLITZ BLVD  
RICHLAND, WA 99352

SORENSEN WHITNEY K & THOMAS CARL  
4596 COWLITZ BLVD  
RICHLAND, WA 99352

MCMANUS TRUSTEES CRAIG KEVIN & MEGAN  
EDITH  
4620 COWLITZ BLVD  
RICHLAND, WA 99352  
BOWEN STEVEN H & JANET D  
4644 COWLITZ BLVD  
RICHLAND, WA 99352

CARSON CLAUDIA & JAMES  
4668 COWLITZ BLVD  
RICHLAND, WA 99352

DEPP JR LEWIS E & CHRISTY M  
4692 COWLITZ BLVD  
RICHLAND, WA 99352

NIDA LEVI T & AMANDA L  
4716 COWLITZ BLVD  
RICHLAND , WA 99352

MEQUET CHRISTOPHER & SHAILA  
4740 COWLITZ BLVD  
RICHLAND, WA 99352

URDAHL TAUNI & TUCKER  
4663 COWLITZ BLVD  
RICHLAND , WA 99352

MCMANUS TRUSTEES CRAIG KEVIN & MEGAN  
4620 COWLITZ BLVD  
RICHLAND, WA 99352

WEINMAN NATHANIEL  
4584 COWLITZ BLVD  
RICHLAND, WA 99352

SAFFELL MICHAEL & TIFFANY  
4608 COWLITZ BLVD  
RICHLAND, WA 99352

KOH KATHERINE  
4632 COWLITZ BLVD  
RICHLAND, WA 99352

ARTHUR GREG & BILLIE  
4656 COWLITZ BLVD  
RICHLAND, WA 99352

SMALLEY DENNIS R & TERESA  
4680 COWLITZ BLVD  
RICHLAND, WA 99352

FEASTER JARED L & JESSICA A  
4704 COWLITZ BLVD  
RICHLAND, WA 99352

SINGH SURINDER  
4728 COWLITZ BLVD  
RICHLAND, WA 99352

DECHTER STEPHEN MARK & SHARON A  
4752 COWLITZ BLVD  
RICHLAND, WA 99352

SMITH DONALD K & SUSAN F  
967 SIRRON AVE  
RICHLAND, WA 99352-7740

FRENCH THOMAS C & PAULETTE C  
4408 JASPER ST  
RICHLAND, WA 99352

NIELSEN CHRISTOPHER  
989 SIRRON AVE  
RICHLAND, WA 99352

OWENS NEKI  
1015 SIRRON AVE  
RICHLAND , WA 99352

GEE NATHAN & COLLEEN  
1031 SIRRON AVE  
RICHLAND , WA 99352

CARTER ROBERT & BARBARA  
1045 SIRRON AVE  
RICHLAND, WA 99352

ADAMS TONY JOHN & VIRGINIA MARIE  
1061 SIRRON AVE  
RICHLAND, WA 99352

BRASSFIELD BRIAN S  
1077 SIRRON AVE  
RICHLAND, WA 99352

ROSS CHRISTOPHER & LINDSEY  
4764 COWLITZ BLVD  
RICHLAND, WA 99352

WINGFIELD RICHARD DANIEL & KAILEY CHRISTINE  
4788 COWLITZ BLVD  
RICHLAND, WA 99352

WITTE CRAIG E  
4366 JASPER ST  
RICHLAND, WA 99352

ZIMMERMANN JONATHAN & BARBARA  
975 SIRRON AVE  
RICHLAND, WA 99352

MOORE WILLIAM R & JUDY M  
1007 SIRRON AVE  
RICHLAND, WA 99352

KIRBY NICOLE R  
1023 SIRRON AVE  
RICHLAND, WA 99352

MORGAN MAXWELL & ALAINA  
1037 SIRRON AVE  
RICHLAND, WA 99352

SIVANISH PAUL H & JANET L  
1053 SIRRON AVE  
RICHLAND, WA 99352

LANDON PATRICK M & AMELIA L  
1069 SIRRON AVE  
RICHLAND, WA 99352

HIEBERT DOUGLAS G  
15674 WEST WEDGE WAY  
MORRISON, CO 80465

HARTMAN HEATHER E & ROMERO STEVEN J  
4776 COWLITZ BLVD  
RICHLAND, WA 99352

MCCOOK DANIEL P & CASSIE L  
4800 COWLITZ BLVD  
RICHLAND, WA 99352

HEALY HEATHER & BRACKNEY PAUL A  
1076 SAMISH DRIVE  
RICHLAND , WA 99352

KIRSCHENMANN STEVEN S & LACY M  
1064 SAMISH DR  
RICHLAND , WA 99352

NELSON KYLE & ALYSSA  
1051 SAMISH DR  
RICHLAND, WA 99352

LEDFORD ANDREW & BETH  
1075 SAMISH DR  
RICHLAND , WA 99352

LOPEZ LUIS & CHRISTINA  
1416 S OLYMPIA PL  
KENNEWICK, WA 99337

LITE III DONALD J & KIMBERLY  
1087 SAMISH DRIVE  
RICHLAND , WA 99352

KNIGHT RANAE JOY  
928 CAYUSE DR  
RICHLAND, WA 99352

WEBB CURTIS J & MELISSA R  
900 CAYUSE DRIVE  
RICHLAND, WA 99352

HARRIS JOHN R & SARAH L  
877 CAYUSE DR  
RICHLAND, WA 99352

BROADBENT KYLE D & AMY E  
901 CAYUSE DR  
RICHLAND, WA 99352

LITKA DEVAN J & ALEXANDRIA N  
1070 SAMISH DR  
RICHLAND , WA 99352

COURTNEY TODD A & TIERA L  
1052 SAMISH DR  
RICHLAND, WA 99352

BOATENG DANIEL O  
1063 SAMISH DRIVE  
RICHLAND , WA 99352

BLANC MICHAEL & KAYLIE  
4701 TULALIP CT  
RICHLAND, WA 99352

WITT MORGAN F & ALEXANDRA A  
4708 TULALIP CT  
RICHLAND , WA 99352

WITT FREDERICK & ANTONIA  
940 CAYUSE DR  
RICHLAND, WA 99352

CHUNN CALVIN B & KAYLEE E  
916 CAYUSE DR  
RICHLAND , WA 99352

SOULAMI AYOUB & HRAM ASMAE  
880 CAYUSE DR  
RICHLAND, WA 99352

ATENCIO GREG A & JULIANNE H  
889 CAYUSE DR  
RICHLAND, WA 99352

QIN CHUAN & ZHU QIMEI  
4750 SIOUX CT  
RICHLAND, WA 99352

FRENCH ROBIN W  
955 HARVEST LN PR NE  
RICHLAND , WA 99352

BOWER MELISSA A  
1255 TOMICH AVE  
RICHLAND, WA 99352

LOBDELL JON L & KERI A  
4391 LIMESTONE CT  
RICHLAND, WA 99352

MADDISON ROGER & ANITA  
1062 SIRRON AVE  
RICHLAND , WA 99352

TUAN ALLAN C & YOLANDA H  
1312 PAIGE ST  
RICHLAND, WA 99352

ROBLES SAMUEL  
1032 SIRRON AVE  
RICHLAND, WA 99352

FRENCH THOMAS C & PAULETTE C  
4408 JASPER ST  
RICHLAND, WA 99352

LAWING TRUSTEES KEITH J & JAMIE C  
1024 SIRRON AVE  
RICHLAND, WA 99352

TRUSTEES BRANDT CHARLES MOHR & JENNIFER  
AIMEN YOUNG  
1351 KENSINGTON WAY  
RICHLAND, WA 99352  
ADHIKARI LALIT & KARKI ROSHANI  
1423 KENSINGTON WAY  
RICHLAND, WA 99352

BACHAUD GRANT C & MICHELLE K  
1093 SIRRON AVE  
RICHLAND, WA 99352-7805

NELSON DARRYL W  
1277 TOMICH AVE  
RICHLAND, WA 99352

QUANG HA THIEN-AN & NGUYEN CHAU  
4369 LIMESTONE CT  
RICHLAND , WA 99352

MEEKS FRED & MARLENE  
1054 SIRRON AVE  
RICHLAND, WA 99352

HANSEN PAUL A & SONJA A  
1038 SIRRON AVE  
RICHLAND, WA 99352

CUMMINGS TRACEY R  
4395 KIMBERLY ST  
RICHLAND, WA 99352

DAVIS TRUSTEES RICHARD H & JEANNE T  
4367 JASPER ST  
RICHLAND, WA 99352

ELLENBEST ROBERT & RANDI  
1339 KENSINGTON WAY  
RICHLAND, WA 99352

JACKSON JASON & PETERSON KIMBERLY  
1363 KENSINGTON WAY  
RICHLAND, WA 99352

JENSEN JASON & EMILY  
1400 KENSINGTON WAY  
RICHLAND, WA 99352



HEID DANIEL B & CHERYL L  
1388 KENSINGTON WAY  
RICHLAND, WA 99352

WAGGONER JACK BRANDON  
1364 KENSINGTON WAY  
RICHLAND, WA 99352

PHONGSA HEATHER M & ANONG S  
1324 KENSINGTON WAY  
RICHLAND, WA 99352

KRUMLAND TIMOTHY PHILIP & HAILIEY DAWN  
1376 KENSINGTON WAY  
RICHLAND, WA 99352

LUKSIC STEVEN  
1352 KENSINGTON WAY  
RICHLAND, WA 99352

AFFIDAVIT OF POSTING

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

COMES NOW, **Mike Stevens**, 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 23<sup>rd</sup> day of June, 2025, I posted the attached NOTICE OF PUBLIC HEARING, File Number S2024-103 (Preliminary Plat for The Estates At White Bluffs) at the following location:

The western terminus of Jasper Street, located west of Sirron Avenue.

  
Signed: Mike Stevens

SIGNED AND SWORN to before me this 25th day of June, 2025, by Mike Stevens.



Signature of Notary



Printed Name

Notary Public in and for the State of Washington,

Residing in Richland, WA

My appointment expires: 09/06/2028



Please publish the following:

|                                                                            |                                       |
|----------------------------------------------------------------------------|---------------------------------------|
| Type of Legal Ad:                                                          | Notice of Application, Public Hearing |
| Date(s) of Publication:                                                    | Wednesday, June 18, 2025              |
| Richland's TCH Account:                                                    | AP36823                               |
| <b>For Invoice Text Box on TCH Invoice</b><br>(Richland MUNIS Description) | Z2024-104, S2024-103 & EA2024-115     |
| <b>For PO Box on TCH Invoice</b><br>(Richland Account No. - MUNIS)         | D2586000 4401                         |
| Attention:                                                                 | Jen Anderson (TC)                     |

\*\*\*\*\*

**CITY OF RICHLAND  
NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS  
(Z2024-104, S2024-103 & EA2024-115)**

**Notice:** Story Family Five, LLC has filed rezone and preliminary plat applications to: 1) rezone the site from Suburban Agriculture (SAG) to Low-Density Residential (R-1-10) reflecting the City's Comprehensive Plan, and 2) subdivide a 29+ acre site into 74 residential lots and several non-buildable tracts (Preliminary Plat of The Estates at White Bluffs).

**Project Site:** The project site is located at 1004 Sirron Ave., which is located approximately 150-feet west of the intersection of Sirron Ave. and Jasper St. and approximately 150-feet west of the intersection of Sirron Ave. and Tomich Ave. (APN 120981000002004).

**Public Hearing:** The Richland Hearing Examiner will conduct a public hearing to review the application on **Monday, July 14, 2025 at 6:00 p.m.** in the Richland City Hall Council Chambers, 625 Swift Boulevard. All interested parties are invited to attend and participate in the public hearing.

**Environmental Review:** The proposed project is subject to environmental review. The City of Richland, serving as the lead agency under the State Environmental Policy Act (SEPA), has reviewed and evaluated the proposed project for probable adverse environmental impacts. The City anticipates issuing a Determination of Non-Significance (DNS) under WAC 197-11-355. 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](http://www.ci.richland.wa.us).

**Public Comment:** Any person desiring to express their views or to be notified of any future decisions related to this application should contact Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us). The deadline to submit written comments is 6:00 p.m. on Sunday, July 13, 2025. To be incorporated into the staff report presented to the Hearing Examiner, comments must be received no later than 5:00 p.m. on Thursday, July 3, 2025. Comments received July 4, 2025 through 6:00 p.m. on July 13, 2025 will be entered into the

Published: Wednesday, June 18, 2025

record during the hearing.

# EXHIBIT 4

**Stevens, Mike**

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**From:** Nathan Machiela <nmachiela@Barghausen.com>  
**Sent:** Monday, September 9, 2024 8:09 AM  
**To:** Stevens, Mike  
**Subject:** The Estates at White Bluffs (BCE#23325)

**[EXTERNAL EMAIL]** Exercise caution before clicking links or opening attachments.

Mike, the developer would like to request a continuance for the rezone as well. He wants to make sure the development plan will work before moving forward with rezone.

Thanks,

**Nathan Machiela | Senior Civil Project Manager**

Direct: 425-656-7456 | Cell: 509-579-1887

Barghausen Consulting Engineers, Inc.

400 Columbia Point Drive, Suite 201-B

Richland, WA 99352

[www.barghausen.com](http://www.barghausen.com)



File No. EA2024-115

**CITY OF RICHLAND**  
**Determination of Non-Significance**

**Description of Proposal:** Rezone and subdivision of 29.19 acres located west of Sirron Avenue and east of White bluffs subdivision, known as the French Orchard. The property will be re-zoned from SAG to R-1-10, matching the surrounding neighborhoods. The property will be subdivided into approximately 74 lots with public roads, sewer, water, and dry utilities. Public sewer will be provided by the City of Richland and will be connected to an existing sewer stub at Jasper Street. Public water will be connected to existing water stubs at Jasper Street, Tomich Avenue, and Samish Drive. The property is located within the KID boundary and will be served with KID irrigation water.

**Proponent:** Nathan Machiela  
Barghausen Consulting Engineers ,Inc.  
400 Columbia Point Dr, STE 101-B  
Richland, WA 99352

**Location of Proposal:** Benton County Parcel 120981000002004, located at 1004 Sirron Avenue, Richland, WA 99352. The general location is north of I-182, west of Sirron Avenue, east of Dallas Road, and south of Kennedy Road.

**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:** July 8, 2025

**Signature**  \_\_\_\_\_





## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/6/2026

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 3 - Focused Development

### Subject

Ordinance No. 2025-42, Rezoning Approximately 58.39 Acres located at Parcel Nos. I-3498-201-0595-005, I-3498-200-0005-007, and I-3498-200-0008-000 from Agriculture (AG) to Medium-Density Residential - Small Lot (R-2S) and Retail Business (C-2)

**Department/Office**  
Development Services

**Ordinance/Resolution Number**  
2025-42

**Document Type**  
Ordinance

### Recommended Motion

Give second reading and pass Ordinance No. 2025-42, rezoning approximately 58.39 acres located at Parcel Nos. I-3498-200-0005-007, I-3498-201-0595-005, and I-3498-200-0008-000 from Agriculture (AG) to Medium-Density Residential - Small Lot (R-2S) and Retail Business (C-2) use districts as provided therein.

### Summary

Jason Mattox of Apex Engineering has submitted an application on behalf of property owners MD&D Investments, LLC to change the zoning on Parcel Nos. I-3498-200-0005-007, I-3498-201-0595-005, and I-3498-200-0008-000 from Agriculture (AG) to Medium-Density Residential - Small Lot (R-2S) and Retail Business (C-2) use districts. The proposed amendment would allow future residential and commercial development consistent with the Badger Mountain South Subarea Plan Medium-Density Residential, Civic, and Commercial land use classifications.

Site-specific rezones are Type IIIA permit applications under RMC 19.02.010. An open-record public hearing is held by the Richland Hearing Examiner, and a closed-record decision hearing is held by Richland City Council before taking action on the rezone request. On September 8, 2025, the Richland Hearing Examiner held a duly advertised open-record public hearing to consider the application. Following the hearing, the Hearing Examiner issued an 11-page written recommendation to the City Council recommending approval of the requested rezone (See Exhibit B to Ordinance No. 2025-42). Planning staff concurs with the Hearing Examiner's findings, conclusions, and recommendation for approval to City Council.

Richland City Council held a closed-record review hearing on December 16, 2025. No parties of record appeared to speak to this rezone action.

Staff recommends approval of Ordinance No. 2025-42 for second reading and passage.

**Fiscal Impact**      None.

### Attachments

1. Ordinance No. 2025-42
2. Planning Staff Report to Hearing Examiner

**WHEN RECORDED RETURN TO:**

Richland City Clerk's Office  
625 Swift Boulevard, MS-07  
Richland, WA 99352

**ORDINANCE NO. 2025-42**

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING TITLE 23: ZONING REGULATIONS OF THE RICHLAND MUNICIPAL CODE AND THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING ON 58.39 ACRES FROM AGRICULTURE (AG) TO MEDIUM-DENSITY RESIDENTIAL - SMALL LOTS (R-2S) AND RETAIL BUSINESS (C-2), SAID PROPERTY BEING IDENTIFIED AS PORTIONS OF ASSESSOR'S PARCEL NUMBERS 1-3498-201-0595-005, 1-3498-200-0005-007, AND 1-3498-200-0008-000; AND ADOPTING THE FINDINGS AND CONCLUSIONS OF THE RICHLAND HEARING EXAMINER AS THE FINDINGS AND CONCLUSIONS OF THE RICHLAND CITY COUNCIL.**

**WHEREAS**, on September 8, 2025, the Richland Hearing Examiner held a duly advertised open-record public hearing to consider a petition from applicant Alex Rietmann, acting on behalf of MD&D Investments, LLC, to change the zoning of the property hereafter described in Section 3 and identified as either the whole or portions of Assessor's Parcel Numbers 1-3498-201-0595-005, 1-3498-200-0005-007, and 1-3498-200-0008-000; and

**WHEREAS**, following the September 8, 2025 open-record public hearing, the Richland Hearing Examiner issued an 11-page written recommendation to the Richland City Council that concluded with a favorable recommendation to approve the requested rezone; and

**WHEREAS**, the Richland City Council has considered the written recommendation of the Richland Hearing Examiner and the record created during the September 8, 2025 open-record public hearing; and

**WHEREAS**, as required by RMC 19.20.030, the Richland City Council conducted a closed-record decision hearing on December 16, 2025 and has considered the totality of the record.

**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 November 17, 2025, attached hereto as **Exhibit B** 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 Medium-Density Residential - Small Lot (R-2S) and Retail Business (C-2) when consideration is given to the interests of the public.

Section 3. Said property, depicted in **Exhibit A**, attached hereto and incorporated by this reference, is more particularly described as follows:

**Parcel No. 1-3498-200-0008-000**

Real property located in the north half of the northwest quarter of Section 34, Township 9 North, Range 28 East of the Willamette Meridian, Benton county, Washington, more particularly described as follows:

Beginning at the Northwest corner of Section 34, marked by a 5/8 inch iron rebar with no cap; Thence South 00°45'17" West along the West line of said Section 34 a distance of 887.49 feet; Thence South 89°14'43" East leaving said West line a distance of 104.98 feet; Thence North 00°48'16" East a distance of 35.17 Feet; Thence South 89°14'43" East a distance of 54.01 Feet; Thence South 89°09'47" East a distance of 698.33 Feet; Thence South 74°58'55" East a distance of 199.70 Feet; Thence South 46°50'00" East a distance of 42.12 Feet; Thence South 17°17'40" East a distance of 130.01 Feet; Thence North 72°42'20" East a distance of 10.82 Feet; Thence South 17°17'40" East a distance of 198.02 Feet; Thence North 72°42'20" East a distance of 552.96 feet to the easterly boundary of new Parcel IV of Survey No. 5521 recorded in Volume 1 of Surveys at Page 5521, filed under Benton County Auditor's File Number 2021-030634; Thence along said easterly boundary the following courses: Thence North 32°20'10" West a distance of 58.63 feet to a point on the arc of a non-tangent curve turning to the left, having a radius of 173.00 feet; the radius point of which bears South 27°39'19" East; Thence along said curve, having an arc length of 20.16 feet, with a delta angle of 06°40'38", a chord bearing of South 59°00'22" West, and a chord length of 20.15 feet; Thence North 34°16'51" West a distance of 54.02 feet to a point on the arc of a non-tangent curve turning to the left, having a radius of 25.00 feet; the radius point of which bears north 34°21'45" West; Thence along said curve, having an arc length of 33.94 feet, with a delta angle of 77°47'46", a chord bearing of North 16°44'23" East, and a chord length of 31.40 feet;

Thence North 22°02'34" West a distance of 205.67 feet;  
 Thence North 21°59'37" West a distance of 42.39 feet to a point on the arc of a non-tangent curve turning to the left, having a radius of 471.00 feet; the radius point of which bears South 67°55'51" West;  
 Thence Along said curve, having an arc length of 149.38 feet, with a delta angle of 18°10'17", a chord bearing of North 31°09'18" West, and a chord length of 148.75 feet;  
 Thence North 40°10'17" West a distance of 156.06 feet; to a point on the arc of a non-tangent curve turning to the right, having a radius of 179.00 feet; the radius point of which bears North 49°40'40" East; Thence along said curve, having an arc length of 116.02 feet, with a delta angle of 37°08'14", a chord bearing of north 21°45'13" West, and a chord length of 114.00 feet;  
 Thence North 03°04'35" West a distance of 77.62 feet;  
 Thence North 16°32'19" West a distance of 83.41 feet;  
 Thence North 27°38'46" West a distance of 79.89 feet;  
 Thence North 33°55'58" West a distance of 179.99 feet to the North line of said Section 34;  
 Thence North 89°09'47" West along said north line a distance of 1,157.16 feet to the **Point of Beginning**.

**Parcel No. 1-3498-201-0595-005**

Real property located in the Northwest Quarter of Section 34, Township 9 North, Range 28 East of the Willamette Meridian, Benton County, Washington, more particularly described as follows:

Commencing at the northwest corner of Section 34. marked by a 5/8 inch iron rebar with no cap; Thence South 00°45'17" West Along the west line of Section 34 a distance of 2699.45 feet to the West Quarter corner of said Section 34 marked by a 1/2 inch rebar with no cap;  
 Thence South 00°45'21" West along the West line of the Southwest Quarter of said Section 34 a distance of 30.02 feet to the Northwest corner of Parcel 4 of Survey No. 5494, recorded in Volume 1 of Surveys at Page 5494, filed under Benton County Auditor's File Number 2021-021122; Thence South 89°51'29" East along the Northerly boundary of said Parcel 4 a distance of 438.49 feet;  
 Thence North 00°03'8"31" East leaving said North boundary a distance of 159.02 feet;  
 Thence South 89°51'29" East a distance of 2.51 feet;  
 Thence North 00°08'31" East a distance of 105.01 feet to the **True Point of Beginning**;  
 Thence South 89°51'29" East a distance of 60.21 feet;  
 Thence South 66°27'51" East a distance of 20.00 feet to a point on the arc of a non-tangent curve turning to the right, having a radius of 676.07 feet; the radius point of which bears South 66°27'51" East;  
 Thence along said curve, having an arc length of 35.21 feet, with a delta angle of 02°59'02", a chord bearing of North 25°01'40" East, and a chord length of 35.20 feet;  
 Thence South 63°28'49" East a distance of 54.01 feet;  
 Thence South 89°51'29" East a distance of 120.31 feet to a point on the arc of a non-tangent curve turning to the right, having a radius of 517.06 feet; the radius point of which bears South 57°32'48" East;  
 Thence along said curve, having an arc length of 363.25 feet, with a delta angle of 40°15'08", a chord bearing of North 52°34'46" East, and a chord length of 355.83 feet;  
 Thence North 72°42'20" East a distance of 214.55 feet;

Thence North 17°17'40" West A distance of 344.04 feet to a point of curvature with a tangent curve turning to the right, having a radius of 25.00 feet;

Thence along said curve, having an arc length of 39.27 feet, with a delta angle of 90°00'00", a chord bearing of North 27°42'20" East, and a chord length of 35.36 feet;

Thence North 72°42'20" East a distance of 624.07 feet to a point of curvature with a tangent curve turning to the right, having a radius of 173.02 feet; thence along said curve, having an arc length of 227.40 feet, with a delta angle of 75°18'21", a chord bearing of south 69°38'29" East, and a chord length of 211.39 feet;

Thence South 31°59'19" East a distance of 10.42 feet;

Thence South 58°00'41" West a distance of 105.01 feet;

Thence South 31°59'19" East a distance of 450.05 feet;

Thence South 31°58'33" East a distance of 136.78 feet;

Thence North 58°01'27" East a distance of 105.01 feet;

Thence North 31°58'33" West a distance of 136.79 feet;

Thence North 31°59'19" West a distance of 84.05 feet;

Thence North 58°00'41" East a distance of 174.02 feet;

Thence North 31°59'17" West a distance of 69.05 feet;

Thence North 31°59'19" West a distance of 272.34 feet to a point of curvature with a tangent curve turning to the right, having a radius of 1,230.00 feet;

Thence along said curve having an arc length of 417.94 feet, with a delta angle of 19°28'07", a chord bearing of North 22°15'16" West, and a chord length of 415.93 feet to the Southerly most corner of new Parcel II of Survey No. 5521, recorded In Volume 1 of Surveys at Page 5521, filed under Benton County Auditor's File Number 2021-030634, being a point on a curvature turning to the right, having a radius of 1,268.96 feet; the radius point of which bears North 59°19'17" East;

Thence along said curve and said Southerly boundary, having an arc length of 58.78 feet, with a delta angle of 02°39'15", a chord bearing of North 29°21'06" West, and a chord length of 58.78 feet;

Thence South 68°24'08" West a distance of 50.01 feet;

Thence North 32°20'10" West along the Westerly boundary of said new Parcel II a distance of 170.68 feet;

Thence South 72°42'20" West leaving said Westerly boundary a distance of 719.81 feet;

Thence North 03°11'32" West a distance of 16.34 feet;

Thence South 86°48'28" West a distance of 54.01 feet;

Thence South 72°42'20" West a distance of 444.07 feet;

Thence South 00°45'17" West a distance of 94.91 feet;

Thence North 89°14'43" West a distance of 169.00 feet to a point on the arc of a non-tangent curve turning to the left, having a radius of 227.03 feet; the radius point of which bears North 89°58'43" East;

Thence along said curve, having an arc length of 1.62 feet, with a delta angle of 00°24'34", a chord bearing of South 00°13'34" East, and a chord length of 1.62 feet;

Thence South 89°34'09" West a distance of 14.86 feet;

Thence South 53°36'29" West a distance of 76.46 feet;

Thence South 34°29'01" East a distance of 172.90 feet to a point on the arc of a non-tangent curve turning to the right, having a radius of 1,260.14 feet; the radius point of which bears South 34°29'01" East;

Thence along said curve, having an arc length of 7.00 feet, with a delta angle of 00°19'05", a chord bearing of North 55°40'32" East, and a chord length of 7.00 feet;

Thence South 34°09'56" East a distance of 120.01 feet to a point on the arc of a non-tangent curve turning to the left, having a radius of 1,140.13 feet; the radius point of which bears South 34°09'56" East;

Thence along said curve, having an arc length of 217.81 feet, with a delta angle of 10°56'46", a chord bearing of South 50°21'42" West, and a chord length of 217.48 feet;

Thence South 45°06'41" East a distance of 80.01 feet to a point on the arc of a non-tangent curve turning to the right, having a radius of 1,060.12 feet; the radius point of which bears South 45°06'41" East;

Thence along said curve, having an arc length of 7.63 feet, with a delta angle of 00°24'45", a chord bearing of North 45°05'41" East, and a chord length of 7.63 feet;

Thence South 44°41'56" East a distance of 174.02 feet to a point on the arc of a non-tangent curve turning to the right, having a radius of 886.10 feet; the radius point of which bears South 44°41'56" East;

Thence along said curve, having an arc length of 18.24 feet, with a delta angle of 01°10'47", a chord bearing of North 45°53'27" East, And a chord length of 18.24 feet;

Thence South 43°31'09" East a distance of 105.01 feet to a point on the arc of a non-tangent curve turning to the left, having a radius of 781.09 feet; the radius point of which bears South 43°31'09" East;

Thence along said curve, having an arc length of 349.22 feet, with a delta angle of 25°37'00", a chord bearing of South 33°40'21" West, and a chord length of 346.32 feet;

Thence South 89°51'29" East a distance of 31.49 feet to the **True Point of Beginning**.

#### **TOGETHER WITH:**

Real property located in the Southeast Quarter of the Northwest Quarter of Section 34, Township 9 North, Range 28 East of the Willamette Meridian, Benton County, Washington. more particularly described as follows:

Commencing at the Northwest corner of Section 34, marked by a 5/8 inch iron rebar with no cap;

Thence South 89°09'47" East along the North line of said Section 34 a distance of 2599.03 feet to the North Quarter corner of said Section 34 marked by a 3" brass cap;

Thence South 00°06'46" West a distance of 1,333.89 feet to the Northeast corner of Lot 6 of the Plat of Westcliffe Heights II recorded in Volume 15 of Plats At Page 608, filed under Benton County Auditor's File Number 2018-015773;

Thence North 89°30'45" West along the Northerly boundary of said Plat of Westcliffe Heights II a distance of 155.72 Feet;

Thence South 58°00'41" West a distance of 427.93 feet to the **True Point of Beginning**;

Thence North 31°59'19" West a distance of 130.96 feet to the Easterly right-of-way margin of Queensgate Drive established per Quitclaim Deed recorded under Benton County Auditor's File Number 2018-01826, being a point on the arc of a non-tangent curve turning to the left, having a radius of 1,170.00 feet; the radius point of which bears North 65°30'31" East;

Thence along said curve and right-of-way margin, having an arc length of 131.40 feet, with a delta angle of 06°26'05", a chord bearing of South 27°42'32" East, and a chord length of

131.33 feet to the Northwest corner of adjusted Lot 1 of Survey No. 5036 recorded in Volume 1 of Surveys at Page 5036, filed under Benton County Auditor's File Number 2018-019538; Thence North 58°00'41" East along the Northerly boundary of said adjusted Lot 1 a distance of 9.80 feet to the **True Point Of Beginning**.

**Parcel No, 1-3498-200-0005-007**

Real Property located in the West half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 34, Township 9 North, Range 28 East of the Willamette Meridian, Benton County, Washington, more particularly described as follows:

Commencing at the Northwest corner of Section 34, marked by a 5/8 inch iron rebar with no cap;

Thence South 00°45'17" West along the West line of Section 34 a distance of 887.49 feet to the **True Point Of Beginning**;

Thence South 89°14'43" East leaving said West line a distance of 104.98 feet;

Thence North 00°48'16" East a distance of 35.17 feet;

Thence South 89°14'43" East a distance of 54.01 feet;

Thence South 89°09'47" East a distance of 698.33 feet;

Thence South 74°58'55" East a distance of 199.70 feet;

Thence South 46°50'00" East a distance of 42.12 feet;

Thence South 17°17'40" East a distance of 130.01 feet;

Thence North 72°42'20" East a distance of 10.82 feet;

Thence South 17°17'40" East a distance of 198.02 feet;

Thence South 72°42'20" West a distance of 166.85 feet;

Thence North 03°11'32" West a distance of 16.34 feet;

Thence South 86°48'28" West a distance of 54.01 feet;

Thence South 72°42'20" West a distance of 444.07 feet;

Thence South 00°45'17" West a distance of 94.91 feet;

Thence North 89°14'43" West a distance of 169.00 feet to a point on the arc of a non-tangent curve turning to the left, having a radius of 227.03 feet; the radius point of which bears North 89°58'43" East;

Thence along said curve, having an arc length of 1.62 feet, with a delta angle of 00°24'34", a chord bearing of South 00°13'34" East, and a chord length of 1.62 feet;

Thence South 89°34'09" West a distance of 14.86 feet;

Thence South 53°36'29" West a distance of 76.46 feet;

Thence South 34°29'01" East a distance of 172.90 feet to a point on the arc of a non-tangent curve turning to the right, having a radius of 1,260.14 feet; the radius point of which bears south 34°29'01" East;

Thence along said curve, having an arc length of 7.00 feet, with a delta angle of 00°19'05", a chord bearing of North 55°40'32" East, and a chord length of 7.00 feet;

Thence South 34°09'56" East a distance of 120.01 feet to a point on the arc of a non-tangent curve turning to the left, having a radius of 1,140.13 feet; the radius point of which bears South 34°09'56" East;

Thence along said curve, having an arc length of 217.81 feet, with a delta angle of 10°56'46", a chord bearing of South 50°21'42" West, and a chord length of 217.48 feet;



Thence South 45°06'41" East a distance of 80.01 feet to a point on the arc of a non-tangent curve turning to the right, having a radius of 1,060.12 feet; the radius point of which bears South 45°06'41" East;

Thence along said curve, having an arc length of 7.63 feet, with a delta angle of 00°24'45", a chord bearing of North 45°05'41" East, and a chord length of 7.63 feet;

Thence South 44°41'56" East a distance of 174.02 feet to a point on the arc of a non-tangent curve turning to the right, having a radius of 886.10 feet; the radius point of which bears South 44°41'56" East;

Thence along said curve, having an arc length of 18.24 feet, with a delta angle of 01°10'47", a chord bearing of North 45°53'27" East, and a chord length of 18.24 feet;

Thence South 43°31'09" East a distance of 105.01 feet to a point on the arc of a non-tangent curve turning to the left, having a radius of 781.09 feet; the radius point of which bears South 43°31'09" East;

Thence along said curve, having an arc length of 349.22 feet, with a delta angle of 25°37'00", a chord bearing of South 33°40'21" West, and a chord length of 346.32 feet;

Thence South 89°51'29" East a distance of 31.49 feet;

Thence South 00°08'31" West a distance of 105.01 feet;

Thence North 89°51'29" West a distance of 2.51 feet;

Thence South 00°08'31" West a distance of 159.02 feet to the Northerly boundary of Parcel 4 of Survey No. 5494 recorded in Volume 1 of Surveys at Page 5494, filed under Benton County Auditor's File Number 2021-021122;

Thence North 89°51'29" West along said Northerly boundary a distance of 438.49 feet to the Northwest corner of said Parcel 4 being also a point on the west line of the Southwest Quarter said Section 34;

Thence North 00°45'21" East along said West line a distance of 30.02 feet to the West Quarter corner of Section 34, marked by a 1/2 inch rebar with no cap;

Thence North 00°45'17" East along said West line of the Northwest Quarter a distance of 1,811.96 feet to the **Point Of Beginning**.

Section 4. Said property depicted in **Exhibit A** and legally described in Section 3 herein is hereby rezoned from Agriculture (AG) to Medium-Density Residential - Small Lot (R-2S) and Retail Business (C-2) as depicted therein.

Section 5. Richland Municipal Code Title 23 and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said Title, are hereby amended by amending Sectional Maps Nos. 22 and 23, which are two of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit A**, and 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.

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. 22 and 23, duly certified by the City Clerk as a true copy, together with **Exhibit B** (Richland Hearing Examiner's Report).

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 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

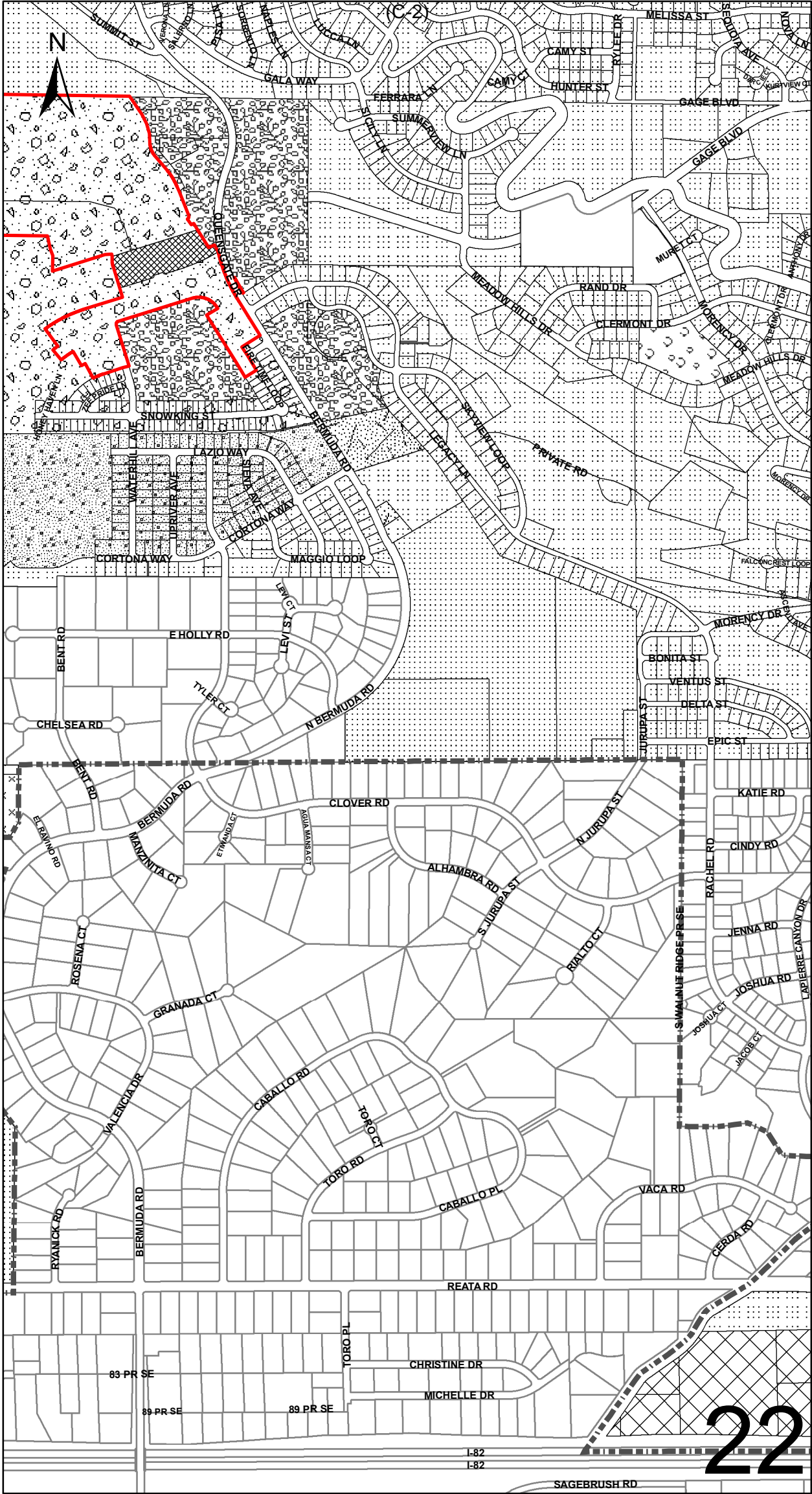
\_\_\_\_\_  
Heather Kintzley, City Attorney

First Reading: December 16, 2025

Second Reading: January 6, 2026

Date Published: January 11, 2026

Exhibit A - Pg. 1 to Ordinance No. 2025-42; Passed 01/06/2026  
Agricultural (AG) to Medium-Density Residential - Small Lot (R-2S) and Retail Business



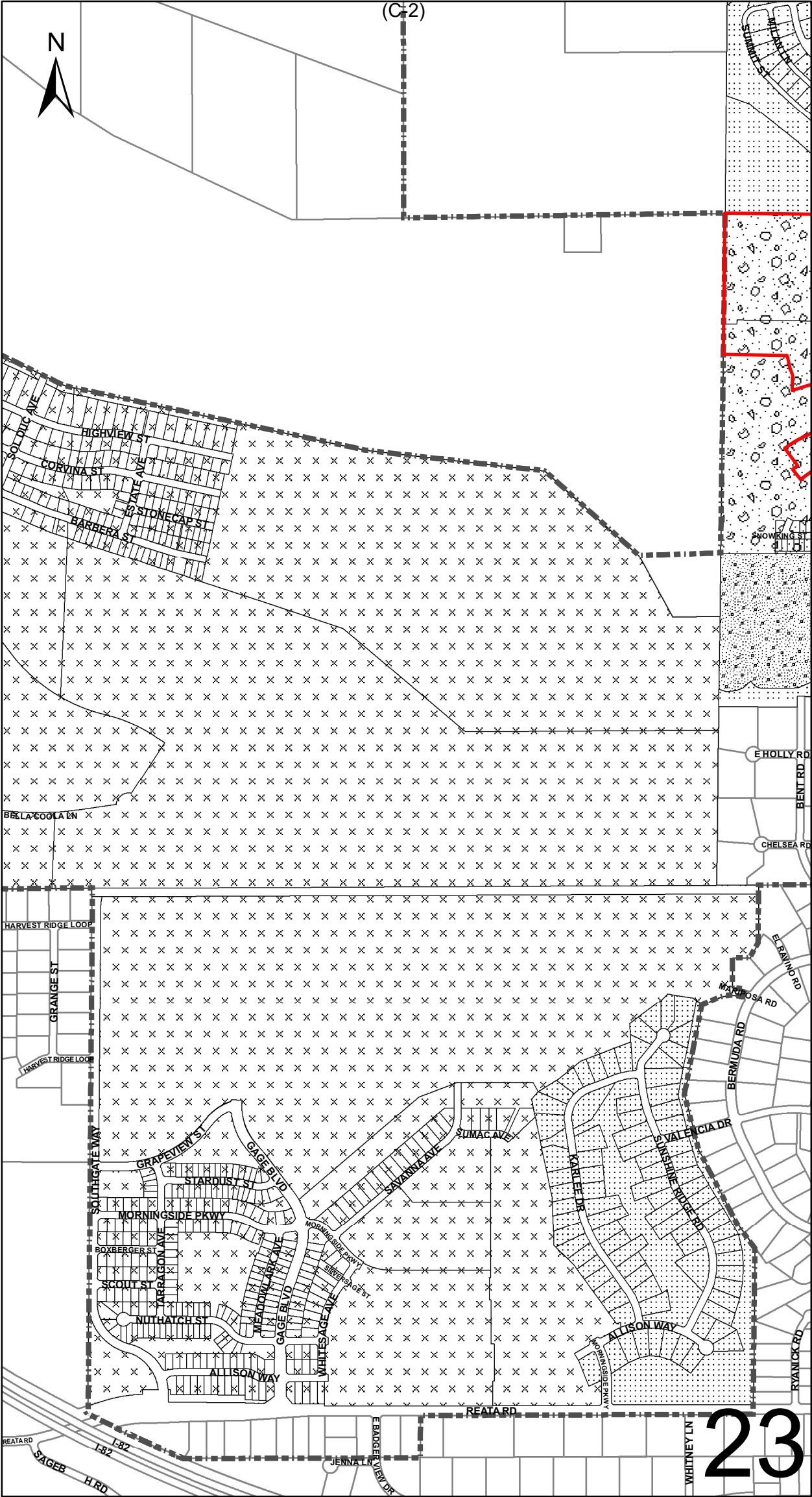


Exhibit B to Ordinance No. 2025-42

Before Hearing Examiner  
Gary N. McLean

BEFORE THE HEARING EXAMINER  
FOR THE CITY OF RICHLAND

Regarding the Application to **Rezone** a 58+ )  
acre site from AG (Agriculture) to R-2S, )  
with a portion of land rezoned to C-2, which )  
is consistent with the Comprehensive Plan's )  
Medium Density Residential (MDR) and )  
Commercial land use designations assigned )  
to the area, submitted by )  
)  
JASON MATTOX, PROJECT ENGINEER WITH )  
PBS FIRM, ON BEHALF THE PROPERTY )  
OWNER **MD&D INVESTMENTS, LLC,** )  
)  
Applicant )

File No. **PLN-T3A-2025-00002**

**FINDINGS OF FACT,  
CONCLUSIONS AND  
RECOMMENDATION**

**I. SUMMARY OF RECOMMENDATION.**

The applicant met its burden of proof to demonstrate that the requested rezone merits approval.

The site is now designated as suitable for Medium Density Residential and Commercial land uses under applicable provisions of the City's Comprehensive Plan but it is currently zoned AG (Agriculture), limiting development opportunities for the property and perpetuating a nonconformity between the City's Comprehensive Plan and Zoning map. The pending application would rezone the site to one of two available Medium Density Residential zoning districts found in current City codes, specifically, the R-2S zone, a medium density residential zone as described in RMC 23.18.010(D); with another smaller portion of the site rezoned to C-2, the retail business use district.

This requested rezone does not approve any development activity on the site. As with all development proposals, City Development Regulations, including without limitation subdivision codes, will apply to any specific projects that may eventually be proposed on the site. The same applicant is pursuing a preliminary plat application for the rezone property,

**FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR  
PEACH TREE ESTATES III  
REZONE APPLICATION –  
FILE NO. PLN-T3A-2025-00002**

GARY N. MCLEAN  
HEARING EXAMINER FOR THE CITY OF RICHLAND  
CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

1 which is subject to a separate review and approval by the Hearing Examiner, under File No.  
2 PLN-T1-2025-00282. If this rezone is denied, the proposed plat application would be null  
3 and void.

4 Because applicant's only vest to zoning and development regulations in effect at the  
5 time of a complete application for a preliminary plat proposal, the applicant has assumed all  
6 risk associated with pursuing approval of a plat that is dependent on the Council's legislative  
7 discretion to approve or deny this requested rezone. This Recommendation should not be  
8 read to create any expectation or assumption on the applicant's part that applicable law  
9 mandates approval of their requested rezone. It does not. To the contrary, the City Council  
10 holds full discretion and authority to reach its own decisions regarding site-specific rezones.  
11 Further, RMC 19.20.020.D expressly provides that whenever an application involving a  
12 legislative action is filed with a quasi-judicial action such as applications for zoning  
13 reclassifications and/or preliminary plats, the application requiring legislative action [i.e. a  
14 rezone application] shall first be completed; following a final decision on the legislative  
15 action(s), the hearing examiner shall then consider the applications requiring quasi-judicial  
16 action [i.e. a preliminary plat application].

17 In any event, for reasons explained below, the Hearing Examiner respectfully  
18 recommends that the City Council approve the applicant's pending request to rezone their  
19 property from AG to the R-2S and C-2 zoning districts, as detailed in maps provided with the  
20 Staff Report.

## 21 **II. BACKGROUND and APPLICABLE LAW.**

22 In this matter, the Hearing Examiner has jurisdiction to conduct an open record public  
23 hearing on the site-specific rezone application at issue and is directed to issue a written  
24 recommendation for consideration and final action by the Richland City Council. *See*  
25 Richland Municipal Code (RMC) 19.20.010(D)(identifies "site-specific rezones" as Type  
26 IIIA permit applications); RMC 23.70.210(A)("The hearing examiner shall conduct an open  
record public hearing as required by RMC Title 19 for a Type IIIA permit application.");  
RMC 19.20.030(granting jurisdiction to Hearing Examiner to conduct public hearing and  
issue recommendation to City Council); RMC 19.25.010(hearing examiner system created to  
process various matters, including site-specific rezone applications); and RCW  
35A.63.170(state statute regarding hearing examiner system).

27 The applicant bears the burden of proof to show that its application conforms to the  
28 relevant elements of the city's development regulations and comprehensive plan, and that  
29 any significant adverse environmental impacts have been adequately addressed. RMC  
30 19.60.060.

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FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR  
PEACH TREE ESTATES III  
REZONE APPLICATION –  
FILE NO. PLN-T3A-2025-00002

GARY N. MCLEAN  
HEARING EXAMINER FOR THE CITY OF RICHLAND  
CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

1 Finally, Washington Courts apply three basic rules when reviewing appeals of rezone  
2 applications: (1) there is no presumption favoring the rezone request; (2) the proponent of a  
3 rezone must demonstrate that there has been a change of circumstances since the original  
4 zoning, PROVIDED if a proposed rezone implements the policies of a comprehensive plan,  
5 a showing of changed circumstances is usually not required<sup>1</sup>; and (3) the rezone must have a  
substantial relationship to the public health, safety, morals, or general welfare. *Woods v.*  
*Kittitas County*, 162 Wn.2d 597 (2007), citing *Citizens for Mount Vernon*, 133 Wn.2d 861,  
at 875 (1997); *Parkridge v. City of Seattle*, 89 Wn.2d 454, 462 (1978).

### 6 III. QUESTIONS PRESENTED.

7 For purposes of the pending rezone application, the central questions presented are:

8 A. Whether the requested rezone implements applicable policies of the City's  
9 Comprehensive Plan, and/or whether there has been a change of circumstances since the  
current AG (Agriculture) zoning was adopted for the site?

10 *Short Answer:* Yes to both. Most of the site is already designated for Medium  
11 Density Residential uses, with smaller areas designated for Commercial uses, as  
12 detailed in applicable provisions of City's Comprehensive Plan, specifically those  
13 found in the Badger Mountain South Subarea Plan, which applies to properties where  
14 the applicant's land is located. The rezone would effectuate that Comprehensive Plan  
15 and eliminate a nonconformity that currently exists between such Plan and city zoning  
16 maps. The requested R-2S zone is a Medium Density Residential zone that allows  
17 for various residential uses not currently available in the AG zone. The smaller  
18 portions of land to be rezoned for C-2 uses almost mirrors the commercial acreage  
19 required by the Subarea Plan. (*Testimony of Mr. Stevens*). The applicant is pursuing  
20 a separate application for a preliminary plat that is designed under R-2S zoning  
standards, and residential development is occurring on surrounding properties at a  
rapid pace, vividly showing a change of circumstances that supports this requested  
rezone. Two adjacent plats, known as Peach Tree Estates and Peach Tree Estates II,  
are owned by the same applicant, and were approved in recent years with the same  
residential zoning requested for this site, with some aspects of such subdivisions  
completed, and others continuing under various phases of development and  
construction.

21 B. Whether the rezone bears a substantial relationship to the public health, safety,  
22 morals, or general welfare?

23 <sup>1</sup> *Save Our Rural Env't v. Snohomish County*, 99 Wn.2d 363, 370-71 (1983); *Henderson v. Kittitas County*, 124 Wn. App.  
24 747, 754 (Div. III, 2004); *Bjarnson v. Kitsap County*, 78 Wn. App. 840, 846 (Div. III, 1995).



1 *Short Answer:* Yes, because the rezone is consistent with the City’s Comprehensive  
2 Plan, and any future, project-specific proposal will have to meet city development  
3 regulations, including SEPA, subdivision codes, traffic impact reviews, public  
4 infrastructure concurrency reviews, and payment of any impact fees in effect at the  
5 time of an application. Vacant, undeveloped, Residential and Commercial-designated  
6 property in an area already served with newer transportation and utility infrastructure  
7 is not consistent with state and local policies that encourage residential and  
8 commercial development in designated urban growth areas, like those in the Richland  
City limits. The proposed rezone is an effort to expedite development potential for  
the site, with residential and commercial uses included, all to further goals and  
objectives specified in applicable provisions of the BMS subarea plan. The current  
AG zoning designation applied to the site is no longer appropriate or in the public  
interest.

#### 9 **IV. RECORD.**

10 Exhibits entered into evidence as part of the record, and an audio recording of the  
11 public hearing, are maintained by the City of Richland, and may be examined or reviewed by  
12 contacting the City Clerk’s Office.

13 Public notices regarding the application and public hearing were mailed, posted, and  
14 published as required by city codes prior to the public hearing, which occurred on September  
8, 2025. (*Staff Report, page 15; Exhibit 4, noticing materials; Testimony of Mr. Stevens*).

15 **Hearing Testimony:** During the public hearing, all individuals who asked to speak  
16 provided testimony under oath. Staff members, Ryan Nelson and Mike Stevens provided a  
17 credible summary of the Staff Report and responded to questions raised by the Examiner.  
18 The applicant’s project Engineer, Jason Mattox, with the PBS firm, provided credible  
19 testimony summarizing the merits of the requested rezone, and how it satisfies applicable  
20 approval criteria, and responded to comments and questions. Alyssa Moeller, a local resident  
who resides in an adjacent neighborhood, expressed general concerns about traffic, and a  
preference for larger estate-sized lots. No one offered a preponderance of testimony or  
evidence that would rebut the credible analysis provided in the Staff Report, or that would  
serve as a basis to reject the requested rezone.

21 **Exhibits:** The Development Services Division Staff Report for the requested Rezone,  
22 including a recommendation of approval, was provided to the Examiner before the hearing.  
23 The Staff Report, and the following Exhibits, were all accepted into the Record in their  
entirety without modification:

24  
25 **FINDINGS OF FACT, CONCLUSIONS AND**  
**RECOMMENDATION OF APPROVAL FOR**  
**PEACH TREE ESTATES III**  
**REZONE APPLICATION –**  
26 **FILE NO. PLN-T3A-2025-00002**

**GARY N. MCLEAN**  
**HEARING EXAMINER FOR THE CITY OF RICHLAND**  
CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

1. Application Materials for requested rezone
2. Zone Map
3. BMS Land Use Map
4. Public Notices & Affidavits

The Examiner has visited the road network and vicinity of the proposed rezone on multiple occasions over the past few years in connection with other applications and conducted another site visit in the hours before the public hearing, and is fully advised on matters at issue herein, including without limitation adjacent developments and land uses, applicable law, application materials, and relevant comprehensive plan provisions.

## V. FINDINGS OF FACT.

Based upon the record, the undersigned Examiner issues the following Findings of Fact.

### *Application, Site Location and Conditions.*

1. In this application, the applicant and property owner, MD&D Investments, LLC, through its designated representative and project engineer, Jason Mattox, PE, with the PBS firm, requests a rezone of property from Agriculture (AG) to R-2S, a medium density residential classification; with smaller portions of the property to be rezoned to the C-2 zone, all in a manner consistent with land use map designations for the property provided in the City's Badger Mountain South Subarea Plan that apply to the area at issue. (*Ex. 1, Application materials; Staff Report, pages 4 and 15*). The application materials refer to the property at issue in this rezone application as "Peach Tree Estates III."

2. Peach Tree Estates III is a 58+acre site, located on portions of tax parcels 134982010595005, 134982000005007 and 134982000005008, now addressed as 1251 Bermuda Road. The site is located west of the Queensgate Drive/Bermuda Road corridor, and will feature access from a primary connection to a future intersection at Queensgate and Gage Boulevard to the east. (*Staff Report, page 3*).

3. A vicinity map included in the Staff Report on page 2, highlighting the rezone area in blue, is republished below:

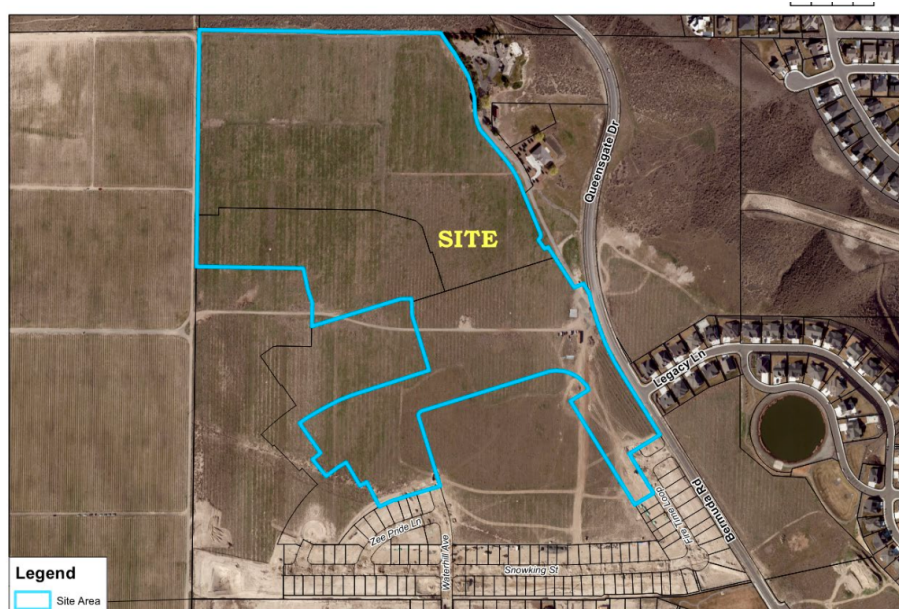
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RECOMMENDATION OF APPROVAL FOR  
PEACH TREE ESTATES III  
REZONE APPLICATION –  
FILE NO. PLN-T3A-2025-00002

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**Figure 1 – Vicinity Map**

4. The purpose of this requested rezone is to enable residential and commercial development to proceed in a manner consistent with the overlying Badger Mountain South Subarea Plan Medium Density Residential (MDR) and Commercial (COM) land use classifications that apply to portions of the site. Properties to the southwest and south of this site, known as Peach Tree Estates and Peach Tree Estates II, were rezoned and subdivided under separate application processes completed in recent years.

5. The subject site was previously disturbed as it was part of a large apple orchard. The site is sloped down from northwest to southeast. The surrounding area is transitioning from agricultural uses to single-family residential.

6. The Badger Mountain South Subarea Plan designates portions of the properties addressed in this rezone application as Medium Density Residential [MDR], which could allow for 5.1 -10 dwellings per acre; Commercial [COM]; and Civic. The current Agricultural (AG) zone does not implement the BMS MDR or Commercial land use designations.

7. RMC 23.18.010 explains that the R-2S Medium-Density Residential Small Lot zoning is intended to be applied to land that is designated MDR (5.1-10 dwellings per acre) under the City's Comprehensive Plan, such as BMS MDR. (*Staff Report, page 17*).

**FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR  
PEACH TREE ESTATES III  
REZONE APPLICATION –  
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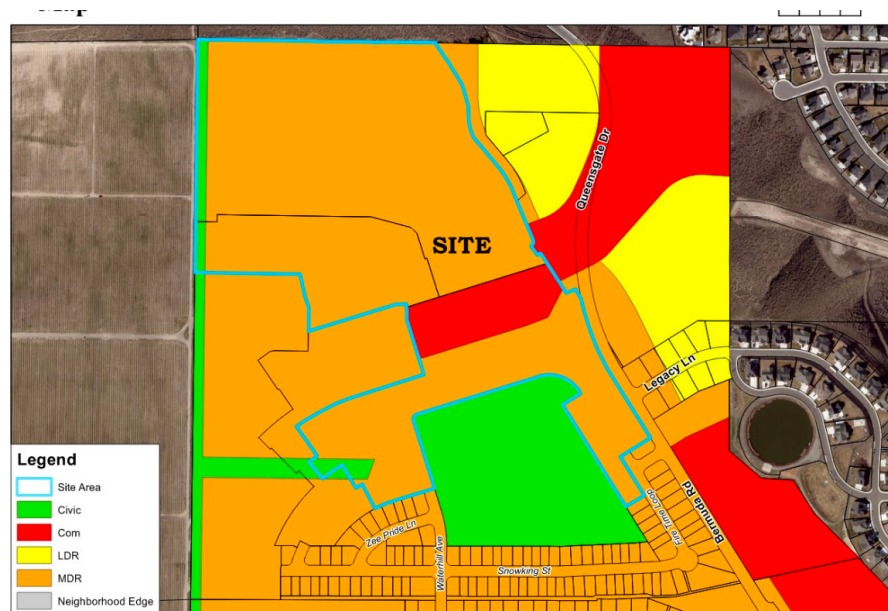
**GARY N. McLEAN**  
**HEARING EXAMINER FOR THE CITY OF RICHLAND**  
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8. RMC 23.22.010 explains that the C-2 Retail Business Use zoning district is intended to be applied to land that is designated Commercial under the City's Comprehensive Plan, such as the BMS MDR. (*Staff Report, page 17*).

9. No portion of this proposed rezone is in the Shoreline Management Program's jurisdiction. No portion of this proposed rezone is in a Critical Aquifer Recharge Area (CARA). No other critical areas are in the vicinity of the rezone site to merit consideration.

10. The Examiner notes that this Peach Tree Estates III site was part of an almost 1,900-acre annexation into the City of Richland that took effect in 2010, through passage of Ordinance No. 41-10, which assigned the (AG) Agriculture zoning designation to the entire northeast portion of the annexation area where the Peach Tree Estates projects, and the neighboring Sienna Hills site, are located. (*See Ord. No. 41-10, Sec. 6, and Ex. B thereto, labeled "Zoning Designations for Annexation Area"*).

11. The Comprehensive Plan Land Use Map for the area is found in the Badger Mountain South Subarea Plan. The Staff Report includes an image, marked Figure 2, enlarged to show site borders for the Peach Tree Estates III property outlined in blue, a copy of which is republished below on the following page:



FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR  
PEACH TREE ESTATES III  
REZONE APPLICATION –  
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GARY N. McLEAN  
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12. The Peach Tree Estates III property at issue in this matter is southeast of Badger Mountain. As one might imagine, this Peach Tree Estates III site is just north and west of the recently approved Peach Tree Estates and Peach Tree Estates II Preliminary Plats, which are now undergoing various stages of construction and development. (*Site visits*).

13. The Staff Report and testimony by Staff and Applicant witnesses credibly established that the requested rezone is consistent with applicable Comprehensive Plan provisions and city land use codes.

14. The rezone site was previously used as an orchard, but agricultural uses of the property have been discontinued for some time. The site is located in a part of the city that is now experiencing steady development of new homes, helping to address the housing shortage problems mentioned by Staff in recent hearing presentations. The need for Commercial uses to serve BMS and adjacent residents is also a priority. This rezone would designate Commercial acreage of a size substantially similar to that depicted on BMS land use designation maps for the area. (*Testimony of Mr. Stevens*).

15. There is no dispute that the property at issue is currently designated for medium density residential and commercial uses in applicable provisions of the City's Comprehensive Plan, specifically the BMS Subarea plan that applies to the applicant's property. This application would eliminate the site's nonconformity with the City's Comp. Plan, by replacing the current AG zone with the R-2S and C-2 zones. Thus, the requested rezone is consistent with and will implement policies in the City's Comp. Plan.

16. Changed circumstances also support the requested rezone. Since annexation in 2010, rapid residential development has occurred to the east and south of the rezone site. The current Agriculture zoning does not serve a useful purpose in this location.

17. The Examiner concurs with the opinion of staff and finds that the proposed R-2S and C-2 zoning for the site is compatible with the vicinity and that the site's proximity to a future new school, well-built roadways, utilities, and recreational amenities in the area, should make the property a highly desirable site for future homebuyers and hopefully the types of commercial uses intended to serve future residents. (*Site visits*).

18. One individual raised general concerns about traffic, safety and excess speeds along the Queensgate corridor, and expressed a preference for larger, 'estate' sized lots on the site. Staff and applicant representatives provided thoughtful responses to the comment, noting that both Peach Tree plats before this proposal were already approved using the R-2S zone, and that larger lot zones, like the Suburban Estates zone, are not consistent with the Medium Density land use designation assigned for most of the site in the BMS subarea plan. (*Testimony of Mr. Mattox and Mr. Stevens*). In the end, no one submitted a preponderance

**FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR  
PEACH TREE ESTATES III  
REZONE APPLICATION –  
FILE NO. PLN-T3A-2025-00002**

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CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

of credible comments, evidence, or legal authority that would serve as a basis to seriously question or deny this requested rezone.

19. Because staff deemed the application to be consistent with the City's Comprehensive Plan, which already designates the rezone site as suitable for the types of medium density residential and commercial land uses specified in the application, and the City's plan was analyzed in an environmental impact statement at the time of its adoption, the pending application is categorically exempt from SEPA review as provided in WAC 197-11-800(6)(c). *(Staff Report; Official notice from record of previous rezone matters re: City SEPA process(es) undertaken when Comprehensive Plan, and BMS Subarea Plan, were adopted and amended).* In any event, Staff considered this rezone proposal in concurrence with the associate preliminary plat application for the site, and issued a SEPA Determination of Non-Significance for the proposal on or about August 25, 2025. (Staff Report, page 14).

20. The record does not include any evidence that the requested R-2S or C-2 zones could allow for any uses that would be incompatible with surrounding uses.

21. The Staff Report's analysis of this application stands unrebutted. The requested rezone is consistent with land use policy goals in the City's Comprehensive Plan. *(Staff Report, all findings and analysis regarding consistency with the BMS Subarea Plan, a part of the City's Comp. Plan).*

***Public services and utilities are adequate and readily available to serve the site.***

22. As part of the review process, City staff confirmed that, adequate utilities, including without limitation water, sewer, stormwater, irrigation, natural gas, and electricity, are in place and/or readily available, some with connections needed, but all with adequate capacity, to serve the parcel that is at issue in this matter. *(Staff Report, pages 11-12).*

***Consistency with City Codes and Comprehensive Plan.***

23. As explained elsewhere in this Recommendation, the rezone site is already designated for "MDR" i.e. medium density residential uses and "COM" i.e. Commercial uses in applicable parts of the City's Comprehensive Plan, and the request is to eliminate the AG classification for the site and replace it with one of the City's medium density residential zoning designations, specifically the R-2S zone and the C-2 retail business use zone.

24. Standing alone, the requested rezone conforms to the Comprehensive Plan, because the plan already identifies the property as suitable for the requested medium density residential and commercial uses. There is nothing in this record to justify holding the property as an AG zoned site, as might be the case where certain unique uses are needed in

FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR  
PEACH TREE ESTATES III  
REZONE APPLICATION –  
FILE NO. PLN-T3A-2025-00002

GARY N. MCLEAN  
HEARING EXAMINER FOR THE CITY OF RICHLAND  
CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

the immediate area in order to best serve the public interest.

***General findings.***

25. The requested rezone bears a substantial relationship to the public health, safety, and general welfare. The requested rezone is appropriate in the context of adjacent properties.

26. The Development Services Division Staff Report, prepared by City Planner, Ryan Nelson, includes a number of specific findings and explanations that establish how the underlying application satisfies provisions of applicable law and is consistent with the city's Comprehensive Plan and zoning regulations. Except as modified in this Recommendation, all Findings contained in the Staff Report are incorporated herein by reference as Findings of the undersigned-hearing examiner.

27. Any factual matters set forth in the foregoing or following sections of this Recommendation are hereby adopted by the Hearing Examiner as findings of fact and incorporated into this section as such.

**VI. CONCLUSIONS.**

Based upon the record, and the Findings set forth above, the Examiner issues the following Conclusions:

1. The applicant met its burden to demonstrate that the requested rezone conforms to, and in fact implements objectives of, the City's Comprehensive Plan. *Findings; Staff Report.*

2. The applicant met its burden to demonstrate that the requested rezone bears a substantial relationship to the public health, safety, or welfare.

3. The Staff Report and testimony in the record demonstrate that the proposed rezone will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services, to accommodate all uses permitted in the R-2S and C-2 zones requested herein.

4. The rezoned site will not be materially detrimental to uses or property in the immediate vicinity of the subject property. In fact, the rezone will help facilitate residential and small commercial nodes of development on the property, thereby implementing City goals and policies, including without limitation those that seek to provide a variety of lifestyles and housing opportunities, with commercial uses that compliment and serve future BMS residents.

**FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR  
PEACH TREE ESTATES III  
REZONE APPLICATION –  
FILE NO. PLN-T3A-2025-00002**

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CITY HALL – 625 SWIFT BOULEVARD  
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1 5. As required by RMC 19.50.010(C), the transportation system is sufficient to  
2 accommodate the type of development envisioned with the proposed rezone. The  
3 surrounding road network is fully functional, and no transportation concurrency problems are  
4 likely to arise as a result of the rezone for the site. Development regulations, including  
5 without limitation those detailing frontage improvements, limited access, roadway  
6 improvements, impact fees, setbacks, and the like, will apply to any future project built on  
7 the site.

8 6. Based on the record, the applicant demonstrated its rezone application merits  
9 approval, meeting its burden of proof imposed by RMC 19.60.060.

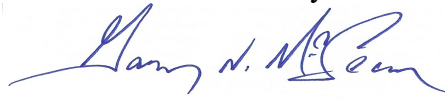
10 7. Approval of this rezone will not and does not constitute, nor does it imply any  
11 expectation of, approval of any permit or subsequent reviews that may be required for  
12 development or other regulated activities on the site of the subject rezone.

13 8. Any finding or other statement contained in this Recommendation that is deemed to  
14 be a Conclusion is hereby adopted as such and incorporated by reference.

## 15 **VII. RECOMMENDATION.**

16 Based upon the preceding Findings and Conclusions, the Hearing Examiner  
17 recommends that the Peach Tree Estates III application (File No. PLN-T3A-2025-00002) to  
18 reclassify a 58+acre site from its current AG (Agriculture) zone to Medium Density  
19 Residential (MDR) and Commercial land use designations, specifically the R-2S and C-2  
20 zoning districts, which is consistent with the Comprehensive Plan's land use designations  
21 assigned to the area, should be **APPROVED**.

22 ISSUED this 17<sup>th</sup> Day of November, 2025



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Gary N. McLean  
Hearing Examiner

FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR  
PEACH TREE ESTATES III  
REZONE APPLICATION –  
FILE NO. PLN-T3A-2025-00002

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

### GENERAL INFORMATION:

|                            |                                                                                                                        |
|----------------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>Proposal Name:</b>      | Peach Tree Estates III Rezone                                                                                          |
| <b>Location:</b>           | 1251 Bermuda Road                                                                                                      |
| <b>Applicant:</b>          | Jason Mattox of PBS Engineering & Environmental                                                                        |
| <b>Property Owner:</b>     | MD&D Investments, LLC                                                                                                  |
| <b>File #:</b>             | PLN-T3A-2025-00002                                                                                                     |
| <b>Description:</b>        | Request to rezone Parcels 134982000005007, 134982010595005, and 134982000008000 from Agriculture (AG) to R-2S and C-2. |
| <b>Project Type:</b>       | Type IIIA Site-Specific Rezone                                                                                         |
| <b>Hearing Date:</b>       | September 8, 2025                                                                                                      |
| <b>Report By:</b>          | Ryan Nelson, Planner                                                                                                   |
| <b>Recommended Action:</b> | Approval                                                                                                               |

**Vicinity  
Map**

Item: Peach Tree Estates III - Phases 1 - 6 Prelim Plat

Applicant: PBS Engineering

File #: PLN-T3-2025-00004 &amp; PLN-T1-2025-00282



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**Figure 1 – Vicinity Map****Description of Proposal**

Parallel to a Preliminary Plat Application for the development of an approximately 58.39-acre site, with two hundred forty-two (242) residential lots and four (4) commercial tracts, Jason Mattox has submitted a Zoning Map Amendment Application on behalf of MD&D Investments, LLC (owner), petitioning to rezone parcel numbers 134982000005007, 134982010595005, and 134982000008000 from the Agriculture (AG) zoning designation to the medium density residential, small lot, (R-2S) district and to the retail business use (C-2) district. The purpose of this change is to enable residential and commercial development to proceed in agreement with the overlying Badger Mountain South Subarea Plan Medium Density Residential (MDR), Civic, and Commercial land use classifications.

Figure 1 (above) shows the site within its larger context.

**Reviewing Authority and Applicable Codes**

Richland Municipal Code (RMC) Chapter 19.20.010(D)(1), 19.20.030, and 19.25.010 requires a site-specific rezone review to take place by the Hearing Examiner. See additional RMC guidance for the Hearing Examiner, below:

RMC 19.20.010 Procedures for processing development permits.

For the purpose of project permit processing, all development permit applications shall be classified as one of the following: Type I, Type II, Type III, or Type IIIA.

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

1. Site-specific rezones

19.60.060 Burden of proof.

Except for Type IV actions, the burden of proof is on the proponent. The project permit application must be supported by proof 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.

23.70.210(A) Public hearing and recommendation to council.

Reclassification. The hearing examiner shall conduct an open record public hearing as required by RMC Title 19 for a Type IIIA permit application. The recommendation shall include written findings of fact and the reasons for the hearing examiner's action; and shall refer expressly to the maps, description and other matters intended by the hearing examiner to constitute the reclassification.

Additional Considerations.

Washington Courts apply three basic rules when reviewing appeals of rezone applications: (1) there is no presumption favoring the rezone request; (2) the proponent must demonstrate that there has been a change of circumstances since the original zoning provided if a proposed rezone implements the policies of the comprehensive plan, a showing of changed circumstances is usually not required; and (3) the rezone must have a substantial relationship to the public health, safety, morals or general welfare.

For the purposes of this rezone request, the central questions presented are:

1. Whether the requested rezone implements policies of the City's Comprehensive Plan, and /or whether there has been a change of circumstances since the original Agricultural [AG] zoning was adopted for the site?
2. Does the rezone bear a substantial relationship to the public health, safety, morals, or general welfare?

**Site Description & Adjacent Land Uses**

Peach Tree Estates III is comprised of three (3) parcels totaling approximately 58.39-acres. The project site is located west and north of the Peach Tree Estates II subdivision and adjacent to both the public and private road segments of Bermuda Road.

The project area slopes down from northwest to southeast and will be accessed from a primary connection to a future intersection at Queensgate Drive and Gage Boulevard to the east and secondary connection through Peach Tree Estates and Peach Tree Estates II developments to the south and west.

Current Badger Mountain South Land Use Designations and Uses:

| Parcel Number   | BMS Land Use Classification               | Current Use    |
|-----------------|-------------------------------------------|----------------|
| 134982000008000 | Medium Density Residential                | Former Orchard |
| 134982010595005 | Medium Density Residential and Commercial | Former Orchard |
| 134982000005007 | Medium Density Residential and Civic      | Former Orchard |

**BMS  
Land Use  
Map**

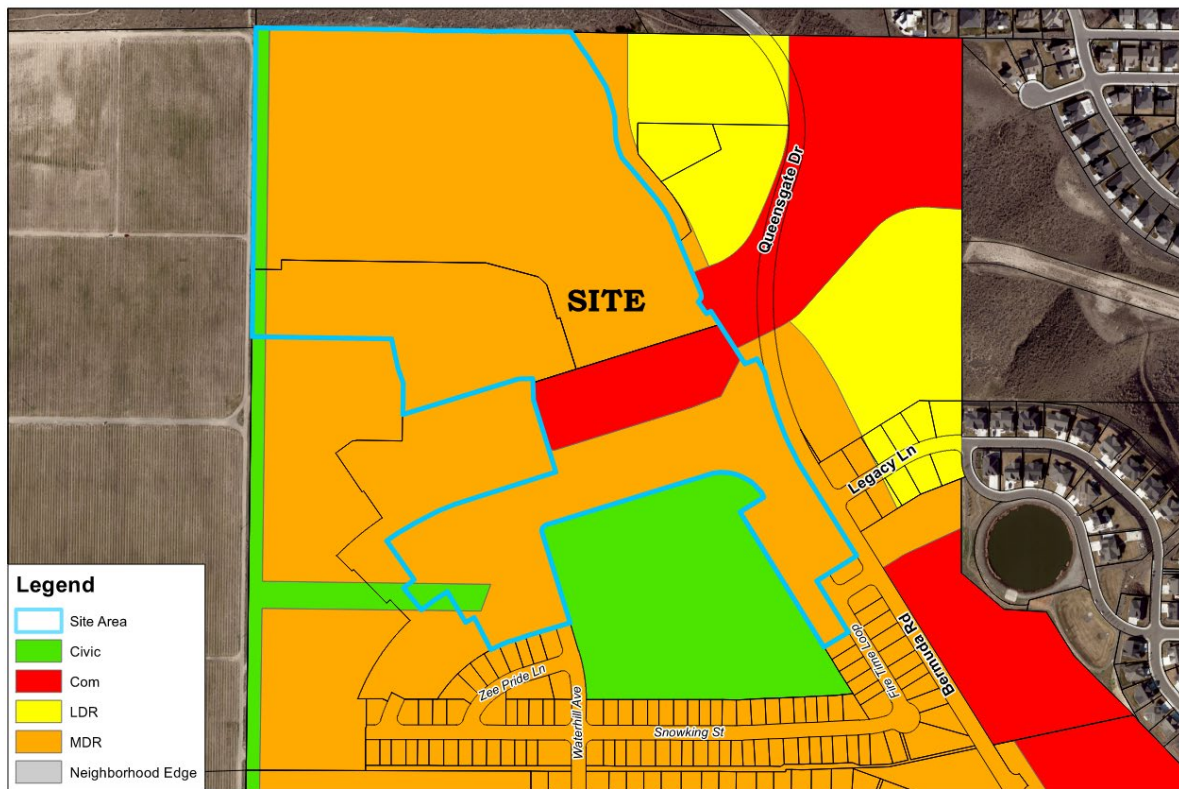
Item: Peach Tree Estates III - Phases 1 - 6 Prelim Plat

Applicant: PBS Engineering

File #: PLN-T3-2025-00004 &amp; PLN-T1-2025-00282



0 100 200 400 Feet

**Figure 2 – Badger Mountain South LUDR Land Use Map****Badger Mountain South Subarea Plan Review**

As illustrated in Figure 2 (above), the Comprehensive Plan Land Use designation (as established by the Badger Mountain Subarea Plan) largely designates the site for medium-density residential development and other areas are designated as Commercial and Civic.

Applicable Goals & Policies

Provided below is a set of the City's Comprehensive Plan goals & policies which are particularly applicable to the proposed plat.



**Land Use Element – Goal 1**

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

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

**Land Use Element – Goal 2**

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

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

**Land Use Element – 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.

Provided below is a set of Badger Mountain South Subarea Plan goals & policies which are particularly applicable to the proposed plat.

***Comprehensive Plan Land Use Goal 1. The City will establish land uses that encourage cost-effective development.***

- BMLU Policy 1.2: Link development of the northeast portion of the Badger Mountain Subarea into the existing street network to the south and east, and over time, to the City's planned transportation network.

***Comprehensive Plan Economic Development Goal 6. Richland has established a sense of place that appeals to citizens of all ages. The City has become the entertainment and upscale retail center for the Tri-Cities with a range of retail and service businesses that meet the needs of local residents and visitors to the community.***

- BMED Policy 6.1: Provide areas for new commercial activity that can accommodate the needs of businesses, residents and visitors.
- BMED Policy 6.6: Encourage the siting of commercial uses and business areas to serve adjacent neighborhoods.
- BMED Policy 6.8: Ensure the availability of sufficient quantities of land suitable for new employment centers.

***Comprehensive Plan Housing Element Goal 3. Accommodate growth and maintain affordability.***

- BMLU Policy 3.1: Support the development of residential neighborhoods that provide a variety of housing types, styles and densities to serve a broad spectrum of incomes, ages, and life stages.

***Comprehensive Plan Urban Design Goal 1. The City will create a well-planned community with an aesthetically pleasing environment.***

BMUD Policy 1.4: Develop and adopt the use of a detailed land use and development regulation for Badger Mountain South to facilitate the overall design and sustainability objectives of the planned development.

**Current Zoning Designations**

The subject parcels are currently zoned AG, Agricultural use district. The surrounding parcels are zoned as follows:

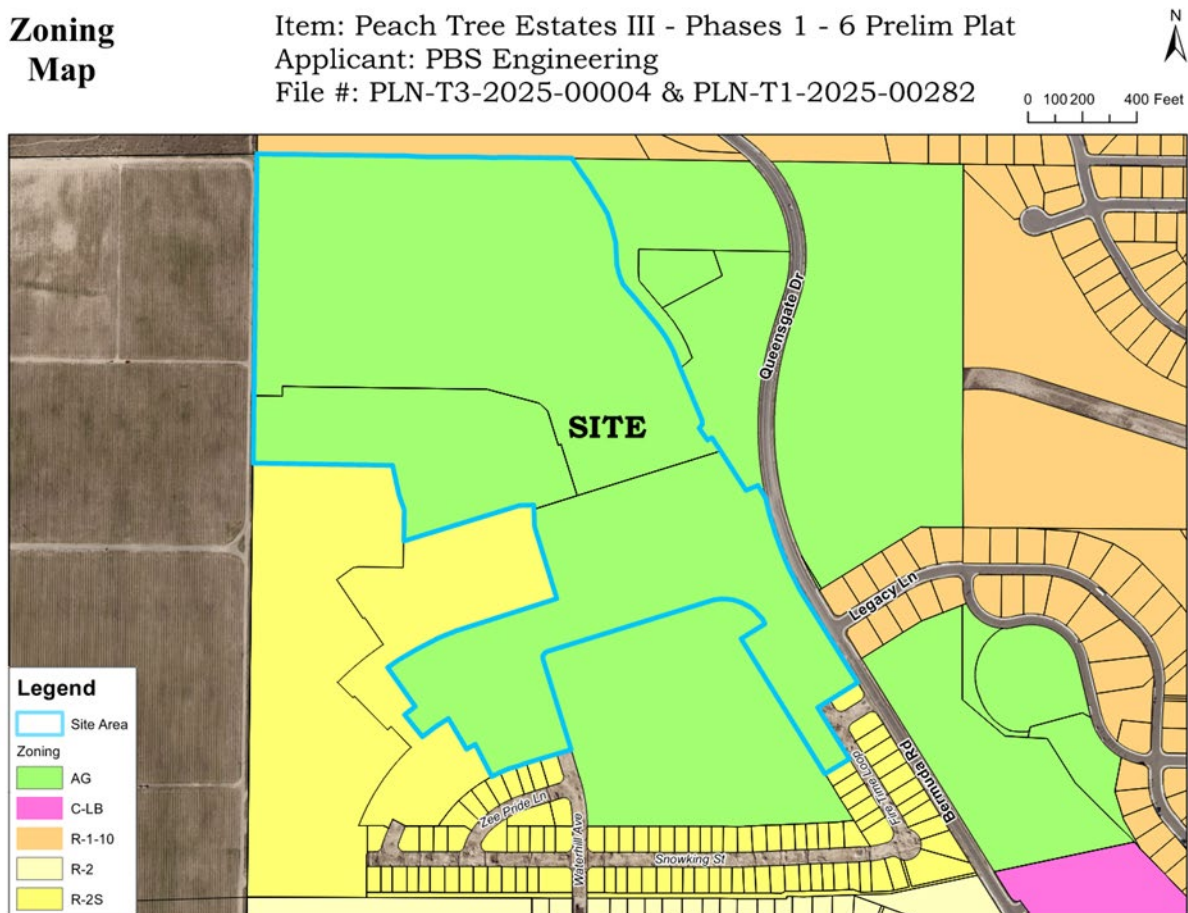
|              |                                              |
|--------------|----------------------------------------------|
| <b>North</b> | AG – Agricultural                            |
| <b>East</b>  | AG – Agricultural                            |
| <b>South</b> | R-2S – Medium Density Residential Small Lot  |
| <b>West</b>  | RL-5 – Rural Lands Five Acre (Benton County) |

**Zoning  
Map**

Item: Peach Tree Estates III - Phases 1 - 6 Prelim Plat

Applicant: PBS Engineering

File #: PLN-T3-2025-00004 & PLN-T1-2025-00282



**Figure 3 – Zoning Map**



The Agricultural use district (AG) is a primary zone classification permitting essentially open land uses such as grazing lands or pasture, agriculture, and development of part-time small tract farming and other compatible uses of an open nature such as a cemetery, park, and recreational or similar uses on land which has favorable combinations of slope, climate, availability of water, or soil conditions. This land has been zoned AG since its annexation into the City in 2010 by Annexation 41-10. This zoning classification is intended to be applied to some portions of the city that are designated as agriculture or as urban reserve under the city of Richland comprehensive plan (RMC 23.14.010(A)).

### **Requested Zoning**

Following the applicant's request, City staff is presenting this staff report and associated application materials for a site-specific rezone of 58.39 acres from AG to R-2S and C-2. The purpose statements of the requested zoning are detailed below:

The medium-density residential small lot (R-2S) is a residential zone classification permitting a higher density of population, encouraging small lot development conducive to energy conservation and to other factors contributing to the production of affordable housing, and including the establishment of duplex dwellings and providing for these one- and two-family residences a high degree of protection from hazards, objectionable influences, building congestion and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated medium-density residential (5.1 to 10 dwellings per acre) under the city of Richland comprehensive plan [RMC 23.18.010(D)].

The retail business use district (C-2) is a business zone classification providing for a wide range of retail business uses and services compatible to the core of the city and providing a focal point for the commerce of the city. All activities shall be conducted within an enclosed building except that off-street loading, parking, and servicing of automobiles may be in the open and except that outdoor storage may be permitted when conducted in conjunction with the principal operation which is in an enclosed adjoining building. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan [RMC Chapter 23.22.010(C)].

These are the applicable performance standards, special requirements, and dimensional standards for each requested zoning designation:

#### **23.18.020 Residential performance standards and special requirements.**

- A. High-Density Residential Small Lot Special Requirements. In order to assure consistency with the purpose of the R-2S district, as stated in RMC 23.18.010(D), and further to avoid potential negative and undesirable effects that may result from the higher density of development afforded in an R-2S zone, the following special requirements and provisions shall apply:

1. Any application or reclassification of land to R-2S shall be accompanied by an application for preliminary plat approval submitted in accordance with RMC

24.12.010. In addition, the following information shall be submitted with the application for preliminary plat:

- a. A street landscaping plan showing the location and type of landscaping proposed;
  - b. Information showing the location, dimensions and character of recreational facilities and/or open space, including paths and trails; and
  - c. Utilization of curvilinear, cul-de-sac and/or loop streets or other appropriate design solutions to assist in modulating the interface of the residential buildings with the streets.
2. The planning commission and city council may, in keeping with the intent of this section, impose requirements and conditions on the approval of the preliminary plat or zoning reclassification as deemed appropriate. These conditions may include, but are not limited to, architectural design parameters, screening and buffering treatments, and supplemental open space and/or recreational facility requirements. Compliance with these conditions shall be demonstrated precedent to final plat and/or building permit approval as appropriate.
  3. A combined front yard setback configuration and street-facing residential architectural elevation may be repeated continuously on no more than five lots before a different combination must be utilized. Regardless of the street facing architectural elevation, a front yard setback configuration may be repeated on no more than 10 lots before a different setback configuration must be utilized. The administrative official may approve variations to this requirement which, in his judgment, accomplish the intent of avoiding a monotonous interface of the residential buildings with the streets, or are necessary due to constraints or unique characteristics of the site. This requirement shall be satisfied at the time of building permit application.

*Note: The heading above, “High-Density Residential Small Lot Special Requirements”, is incorrect. R-2S is a medium-density residential land use designation and is described (correctly) as such in RMC 23.18.010(D). Staff acknowledges the error and will seek to amend the heading in a future Code update.*

### **R-2S Dimensional Standards**

The following standards apply in the R-2S zone per RMC 23.18.040:

|                              |                               |            |
|------------------------------|-------------------------------|------------|
| Minimum Lot Area Requirement | One-Family Detached Dwelling  | 4,000 feet |
|                              | Two-Family Detached Dwelling  | 7,000 feet |
|                              | One-Family Attached Dwellings | 3,000      |
| Maximum Density              |                               | N/A        |
| Minimum Lot Width            | One-Family Detached Dwelling  | 42 feet    |
|                              | Two-Family Detached Dwelling  | 64 feet    |
|                              | One-Family Attached Dwellings | 30 feet    |

|                                             |                                           |                              |
|---------------------------------------------|-------------------------------------------|------------------------------|
| Average Lot Size Requirement <sup>2</sup>   |                                           | None                         |
| Minimum Front Yard Requirement <sup>3</sup> |                                           | 15 feet/18 feet <sup>4</sup> |
| Minimum Side Yard Requirement               |                                           | 6 feet <sup>5</sup>          |
| Minimum Rear Yard Requirement               |                                           | 20 feet/3 feet <sup>7</sup>  |
| Maximum Lot Coverage <sup>8</sup>           |                                           | 50%                          |
| Maximum Building Height                     | Main Building                             | 30 feet                      |
|                                             | Detached Accessory Building <sup>11</sup> | 16 feet                      |

2. Minimum average lot area per subdivision, exclusive of the area of streets and lots designated for nonresidential uses. In calculating average lot size, at least 35 percent of all lots shall be larger than the average lot size requirement.
3. Front yard setbacks are required from all street rights-of-way adjoining a lot as shown in the table above, except as follows:
  - a. In single-family residence districts and in R-2 and R-3 districts where more than 50 percent of the normal or average-size lots in a block fronting on one side of the street are developed with existing buildings, other than accessory buildings, with front yard setbacks less than that required for the district, a new single-family or duplex dwelling shall adopt a minimum front yard setback dimension which is the average of the setbacks of the buildings on the two adjoining lots, existing prior to July 22, 1960, but in no case shall this dimension be less than 15 feet nor need it exceed 30 feet.
  - b. Residential Districts. In any R district, or any combination therewith, on any corner lot where there is provided a side yard along the interior side lot line at least equal in width to the minimum depth of the rear yard required for the district, the main building may encroach upon the required rear yard up to a line where the remaining rear yard is no less in depth than the minimum width of the side yard required for the district. No accessory buildings may be located in said side yard, except a patio shelter enclosed on no more than two sides by walls or other enclosures and in conformity with the other provisions of this title.
  - c. The flanking frontage or nonaddress front yard of a corner lot may reduce the front yard setback of said frontage to 15 feet; see diagram below.
4. Front yards shall not be less than 15 feet in front of living areas, up to a maximum of 55 percent of the front lot line, and not less than 18 feet in front of all other areas.
5. Detached one-family or detached two-family dwellings shall have two side yards with each side yard having a width of not less than six feet. A nonattached side of an attached one-family dwelling shall have a side yard having a width of not less than six feet.
7. Rear yards shall be not less than 20 feet in back of living areas and three feet in back of garages or carports up to a maximum of 60 percent of the rear lot line for the garage or carport portion of the rear yard.
8. Buildings in an R-3 district shall cover not more than 33 percent of the area of the lot except one-family attached dwellings, which may cover up to 45 percent of the area of the lot.
11. Detached accessory structures built pursuant to the setback provisions of RMC 23.38.020 are limited to one story.

### **23.22.020 Performance standards and special requirements.**

There are no specific performance standards and/or special requirements listed for the C-2 retail business use zoning district.

**C-2 Dimensional Standards**

The following standards apply in the C-2 zone per RMC 23.22.040:

|                                                                                               |                     |
|-----------------------------------------------------------------------------------------------|---------------------|
| Minimum Lot Area                                                                              | None                |
| Maximum Density – Multifamily Dwellings (units : square feet)                                 | N/A                 |
| Minimum Lot Width – One-Family Attached Dwellings                                             | N/A                 |
| Minimum Front Yard Setback <sup>14</sup>                                                      | 0 feet <sup>2</sup> |
| Minimum Side Yard Setback                                                                     | None                |
| Minimum Rear Yard Setback                                                                     | None                |
| Maximum Building Height <sup>14, 15</sup>                                                     | 80 feet             |
| Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basement) | N/A                 |

2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.

Footnotes 14 and 15 do not apply to this application, as the proposal is not part of the Medical, Uptown or Parkway districts within the CBD zoning district or the Columbia Point North District of the Waterfront zoning district, as established in Plates 23.22.040(1), (2), (3), and (4).

**Utility Availability**

There are existing irrigation and electrical power line connections in place, available near the site with adequate capacity to supply the proposed project. Water, sewer, natural gas, and stormwater connections would need to be extended from nearby right-of-way to the site area.

## Utility Map

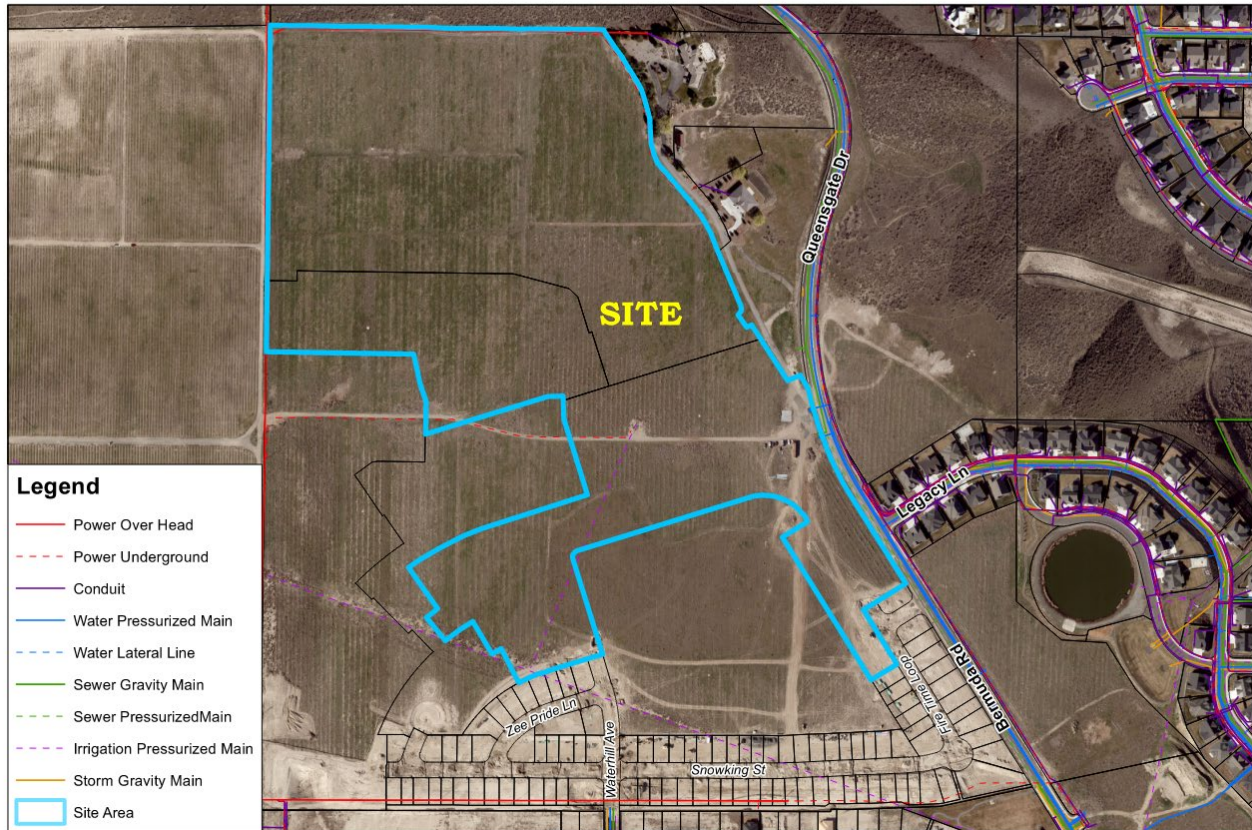
Item: Peach Tree Estates III - Phases 1 - 6 Prelim Plat

Applicant: PBS Engineering

File #: PLN-T3-2025-00004 & PLN-T1-2025-00282



0 100 200 400 Feet



**Figure 4 – Utilities Map**

### Sewer

There is an existing 4-inch pressurized main in the Bermuda Road right-of-way, switching to an 8-inch gravity main along Queensgate Drive.

### Water

There is a distribution main within the Bermuda Road right-of-way and Queensgate Drive right-of-way and a distribution main within the Waterhill Avenue right-of-way within the Sienna Hills development to the south. Water connections will need to be extended; it appears this will be achieved through Peach Tree Estates, Peach Tree Estates II, and the future Gage Boulevard road extension.

### Power

The site has an existing overhead primary conductor running north and south along the western boundary of the proposed plat and there are existing underground conduits along Queensgate Drive and Bermuda Road. Power extensions will need to be made upon construction of the future Gage Boulevard road.



### Stormwater

The City does have an existing 18-inch stormwater gravity main in the Bermuda Road right-of-way that currently terminates immediately adjacent to the southeastern corner of Peach Tree Estates, and could potentially be available for extension to the north. There is also a 12-inch main line at the terminus of Waterhill Avenue and a 12-inch main along Legacy Lane, which serves the Westcliffe Heights subdivision. Ultimately, all stormwater runoff from the proposed development will need to be maintained on-site per City and State stormwater runoff requirements.

### Irrigation

There is an existing 26-inch distribution main and another main running northeast and southwest (with easement) operated by the Badger Mountain Irrigation District bisecting the site area. A portion of the easement will be need to be vacated.

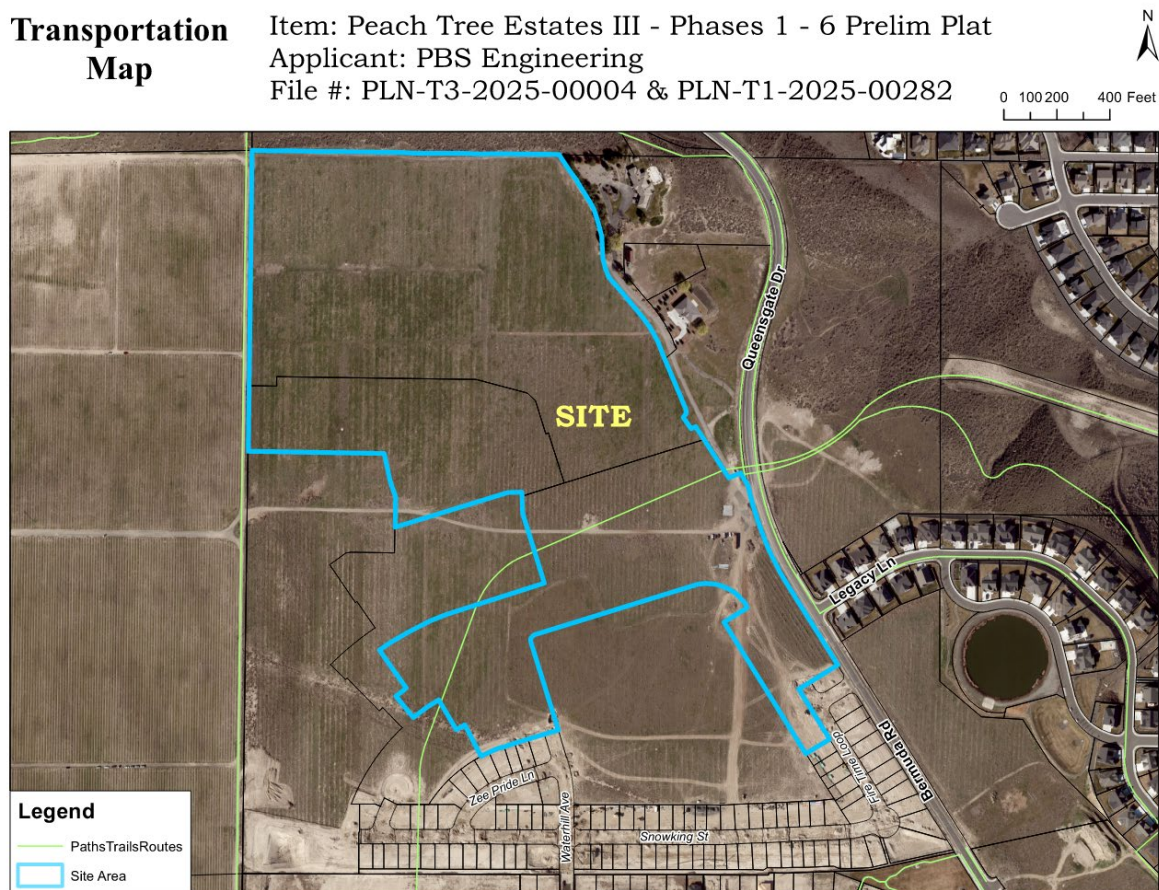
### Transportation & Access

#### **Transportation Map**

Item: Peach Tree Estates III - Phases 1 - 6 Prelim Plat

Applicant: PBS Engineering

File #: PLN-T3-2025-00004 & PLN-T1-2025-00282



**Figure 5 – Transportation Map**

Primary access into the proposed development will come from a future Gage Boulevard road extension. Other secondary access will be from Waterhill Avenue, Fire Time Loop, and a future

Dulcis Avenue (proposed with Peach Tree Estates II). The City classifies Bermuda Road and Queensgate Drive “Major Collector” roads.

This area is largely characterized as single-family housing in transition from undeveloped and agricultural uses. As such, there are no significant nodes of employment or shopping amenities via suburban scale commercial, office or industrial development within close proximity. That said, the City does have a pocket of anticipated neighborhood commercial some 350-feet to the west of Bermuda Road. This area already has a Badger Mountain South Land Use designation of Commercial.

Sidewalks will be installed on local roads. Existing trails and on-street bicycle lanes are also designated by the City. Likewise, there are ongoing efforts to improve the active transportation portfolio of the area. Currently, there are no nearby or proposed Ben Franklin Transit bus routes to service the area.

It should be noted that the east/west civic space designation (green) was intended for the construction of a trail system that would provide walking access to the future Richland School site from a north/south trail system. Rather than having the connection be directly east/west, the applicants are planning to route the trail/sidewalk system from the future school site to the western extent of the plat via a more indirect route.

## Easements

### Easement Map

Item: Peach Tree Estates III - Phases 1 - 6 Prelim Plat  
Applicant: PBS Engineering  
File #: PLN-T3-2025-00004 & PLN-T1-2025-00282

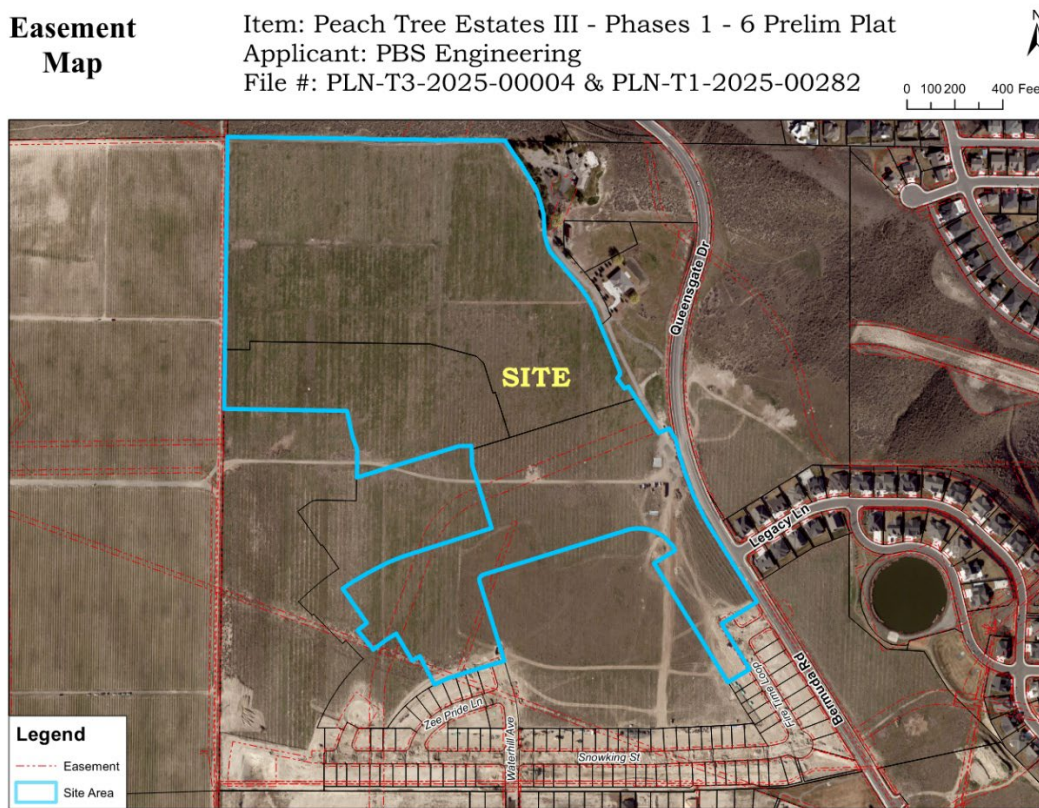


Figure 6 – Easement Map



There are two easements within the proposed plat. One easement is approximately 20' wide which runs from Badger Mountain (northwest to southeast orientation) and would need to be adjusted before structures can be built in this area. The other easement, which runs parallel and perpendicular to the previously mentioned easement, roughly follows the proposed westward Gage Boulevard extension through the proposed plat, shown in the application materials.

**Fire Safety**

The City of Richland Fire Department will provide fire protection services to the subject preliminary plat and resulting development. Currently, there are hydrants in place at the southeast corner of the Legacy Lane and Queensgate Drive/Bermuda Road intersection.

**Schools**

The plat falls within the boundaries of the Richland School District. The school district anticipates the siting of a future elementary school south of the Gage Boulevard road extension. Recent land actions have contemporized the School District's land holdings in preparation for this and future phases of this development. Primary and secondary education are not in the immediate vicinity of this proposed development.

**SEPA**

The proposal is subject to State Environmental Review under the State Environmental Policy Act. A Determination of Non-Significance was issued on August 25, 2025 after utilizing the Optional DNS Process.

**Critical Areas**

The subject site does contain an existing, recognized Critical Area along the northernmost portion of this plat and is designated as Geological Hazards. Critical Area requirements are applicable with this proposal for proposed lots 126 through 137, including Tract E.

**Shoreline Master Program**

The subject site lies outside of the jurisdiction of the Shoreline Master Program. This project will have no effect on shorelines of statewide significance. Shoreline permitting requirements are not applicable with this proposal.

**Agency Comments**

A variety of public agencies and City departments were given an opportunity to comment on the proposal. While comments were received regarding the parallel preliminary plat proposal, no comments were received regarding this zoning action.

**Public Comments**

Owners of all properties within 300-feet of the plat site were directly notified of the project by way of USPS mailing. As of the date of this report, city staff have received no public comments regarding this proposed zoning action.

**Public Notice**

|                              |                    |
|------------------------------|--------------------|
| Notice of Hearing Mailed:    | August 08, 2025    |
| Notice of Hearing Posted:    | August 11, 2025    |
| Notice of Hearing Published: | August 10, 2025    |
| Public Hearing:              | September 08, 2025 |

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 4*.

**Analysis**

Over the past twenty (20) or so years the City of Richland (with support from Benton County) has placed a high priority on development within the Badger Mountain Subarea for residential growth, alongside more limited neighborhood commercial and office space improvements. The Badger Mountain Subarea Plan (April 2010, with subsequent updates) formalized these efforts placing the 58.39 acres at question in this review under its Medium Density Residential (MDR) (5.1 to 10 dwellings per acre), Civic, and Commercial designations.

Along the area's eastern reaches near Bermuda Road, single-family residential development has proceeded first with the Siena Hills neighborhood and now extending through Peach Tree Estates and Peach Tree Estates II, and now to this proposed Peach Tree Estates III. However, before the existing MDR designation can be effectuated, the Agricultural (AG) zoning must be contemporized to match residential and commercial zoning allowed within their appropriate designations. The applicant is seeking an R-2S zoning designation for the residential portions and a C-2 zoning designation for the commercial portions of the proposed plat. These proposed zoning designations would be in agreement with the pre-existing BMS Land Use designations of MDR and COM, staff concurs that R-2S and C-2 are in agreement with the goals and policies arrived at after the public Comprehensive and Subarea planning efforts, and by extension, bears a substantial relationship to the public health, safety, morals, or general welfare.

This requested rezone does not approve any development activity on the site. As with all development proposals, City development regulations will apply to any specific projects that may eventually be proposed on the site. Following public notices and reviews conducted in accord with City practices for all other private or public rezone applications, there is no evidence in this record that would provide a basis in fact or law to deny the pending rezone request.

Staff also want to address questions posed to Hearing Examiner under "Reviewing Authority and Applicable Codes":

1. Whether the requested rezone implements policies of the City's Comprehensive Plan, and /or whether there has been a change of circumstances since the original zoning was adopted for the site?
  - a. The site has been designated for medium-density residential [MDR] and Commercial [COM] uses by the City's Comprehensive Plan through the Badger Mountain South Subarea Plan, and the rezone request would serve to effectuate

those plans. The subject properties remain undeveloped. The site has been left unattended and while it is not overgrown with weeds and noxious vegetation, leaving it in a distressed/undeveloped condition is not in the public's best interest. The requested rezone is meant to facilitate the applicant's plans to develop the site in a manner fully authorized by the appropriate residential and commercial zoning regulations.

2. Does the rezone bear a substantial relationship to the public health, safety, morals, or general welfare?
  - a. It appears that the proposed rezone is consistent with this criterion because the rezone is consistent with the City's Comprehensive Plan and the Badger Mountain South Subarea designations, and any future, project-specific proposal will have to meet city development regulations, including SEPA, possible subdivision codes, traffic impact reviews, public infrastructure concurrency reviews, and payment of any impact fees in effect at the time of application.

The Planning Department requests the Hearing Examiner recommend the proposed zoning map amendment to the Richland City Council.

### **Suggested Findings and Conclusions**

Staff has completed its review of the request for a change in zoning (PLN-T3A-2025-00002) and recommends approval of the request based on the following:

1. The property owner in this matter is MD&D Investments, LLC, with the applicant, Jason Mattox of PBS Engineering & Environmental, acting on behalf of, and, as lead contact.
2. The application is to rezone three (3) parcels: Benton County Assessor's Tax Parcel Numbers 134982000005007, 134982010595005, and 134982000008000.
3. The lots are currently zoned Agricultural use district (AG).
4. The requested zone change is to change portions of the parcels identified above to R-2S (Medium-Density Residential Small Lot) and to C-2 (Retail Business Use).
5. The subject site was previously disturbed as it was part of a large apple orchard.
6. The site is gently sloped from north to south.
7. The surrounding area is transitioning from agricultural uses to single-family residential and commercial.
8. The Badger Mountain South Subarea Plan designates these parcels as Medium Density Residential [MDR] (5.1 -10 dwellings per acre), Commercial [COM], and Civic.

9. The current Agricultural (AG) zone does not implement the BMS MDR, COM, or Civic land use designations.
10. Per RMC 23.18.010, the R-2S Medium-Density Residential Small Lot zoning is intended to be applied to land that is designated MDR (5.1-10 dwellings per acre) under the City's Comprehensive Plan, such as BMS MDR.
11. Per RMC 23.22.010, the C-2 Retail Business Use zoning district is intended to be applied to land that is designated Commercial under the City's Comprehensive Plan, such as BMS Commercial.
12. No portion of this proposed rezone is in the Shoreline Management Program's jurisdiction.
13. No portion of this proposed rezone is in a Critical Aquifer Recharge Area (CARA). No other critical areas have been identified.
14. The application is exempt from the provisions of the State Environmental Policy Act (SEPA), as identified in WAC 197-11-800(6)(c).
15. Notice requirements of RMC 19.30.040 have been met:
  - a. Notice of Hearing Mailed: August 08, 2025
  - b. Notice of Hearing Posted: August 11, 2025
  - c. Notice of Hearing Published: August 10, 2025
16. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

#### **Exhibit List**

1. Application Materials
2. Zone Map
3. BMS Land Use Map
4. Public Notices & Affidavits



**City of Richland**  
625 Swift Blvd  
Richland WA 99352  
(509) 942-7794

# Exhibit 1

## Plan Snapshot Report

|                                                                                                           |                                   |                                  |
|-----------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------|
| <b>Plan Type:</b> Type 3A                                                                                 | <b>Plan #:</b> PLN-T3A-2025-00002 | <b>App Date:</b> 06/25/2025      |
| <b>Work Class:</b> T3A - Site Specific Rezone                                                             | <b>District:</b> City of Richland | <b>Exp Date:</b> NOT AVAILABLE   |
| <b>Status:</b> In Review                                                                                  |                                   | <b>Completed:</b> NOT COMPLETED  |
| <b>Description:</b> Peach Tree Estates III - Rezone<br>Rezone properties from AG to R2S and C2 Commercial |                                   | <b>Approval<br/>Expire Date:</b> |

|                                |                                      |              |
|--------------------------------|--------------------------------------|--------------|
| <b>Parcel:</b> 134982000005007 | <b>Address:</b> 1251 Bermuda Rd Main | <b>Zone:</b> |
| 134982010595005                | Richland, WA 99338                   |              |
| 134982000008000 Main           | 1209 Bermuda Rd                      |              |
|                                | Richland, WA 99352                   |              |

|                                                                                                                        |                                                             |                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Applicant<br>PBS Richland<br>400 Bradley Blvd Suite 106<br>Suite 106<br>Richland, WA 99352<br>Business: (509) 942-1600 | Project Manager<br>Eric Culverhouse<br>Home: (509) 539-5073 | Property Owner<br>MD&D INVESTMENTS LLC<br>63615 E Jacobs RD NE Ste 120<br>Benton City, WA 99320<br>Business: (509) 778-2373 |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|

### Plan Custom Fields

|                   |                                                                                                                                                                                                                                                                                            |                              |                                           |                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PreAppQuestionBox | Yes                                                                                                                                                                                                                                                                                        | PreAppMeetingDate            | Dec 31 2024 12:00AM                       | Current Land Use Designation                                                                                                                                                                                                                                                                       | Medium Density Residential/Commercial                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Current Zoning    | AG                                                                                                                                                                                                                                                                                         | Proposed Use                 | Medium Density Residential and Commercial | Requested Zoning                                                                                                                                                                                                                                                                                   | R2S and C2                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Current Comp Plan | Medium Density Residential/Commercial. Areas identified under Badger Mountain South Sub Area Plan                                                                                                                                                                                          | Area of Property             | 58.39                                     | Unique Characteristics                                                                                                                                                                                                                                                                             | The property has been used as agricultural orchards for a number of years; recently all the orchards have been torn out and the site sits vacant. The property sold in late 2021 and the current owner has been developing the property in phases as Peach Tree Estates. To date the property to the south and east has been developed under a common plan of development and taken out of AG designation and into R2S in accordance with City of Richland comprehensive plan. |
| Hardship          | If the rezone was not granted, the property would remain undeveloped. The area anticipates an increase in housing supply, which will not be met if the property is not developed. In addition the City desires for additional commercial uses to develop in the area near the intersection | of Queensgate and Gage Blvd. | Conforms to Patterns                      | Property to the south, east, and north has been rezoned for residential, property in the middle of the parcel is zoned agricultural but is owned by Richland School District (future school site), and property to the west is zoned residential through Benton County. Rezoning the property will |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## PLAN SNAPSHOT REPORT (PLN-T3A-2025-00002)

|                                         |                                                                                                                                                                                                                                                                                                                                                                   |                             |                                                                                                                                                                                                                                                        |                          |                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                         | help zoning conform to land use patterns identified under the Comprehensive plan.                                                                                                                                                                                                                                                                                 | Granting or Denial Benefits | The rezone will allow residential and commercial development to be permitted and constructed on site. This will benefit the area by encouraging population growth within the City and provide housing opportunities as well as future commercial uses. | Overall Purpose Benefits | Granting of the rezone application would be consistent with the goals and policies set in place by the City of Richland for the Badger Mountain South Subarea Plan. Denial would not achieve the goals of the comprehensive plan, and would further delay major transportation connectivity in the area. |
| Impacts to City                         | No major detriments to the City can be anticipated from granting of this permit. The project is consistent with the City of Richland Badger Mountain South Subarea Plan. The applicant also anticipates working with the City to site a future water reservoir on a portion of the property to address water system needs in the region.                          | Rezoning Better Use         | Yes, proposes higher and better land use.                                                                                                                                                                                                              | Spot rezoning or larger  | No does not represent spot zoning.                                                                                                                                                                                                                                                                       |
| Impacts on Environment<br>Public Safety | There are no anticipated negative impacts to the environment or public safety that can be identified at this time by rezoning the property. Positive impacts related to the rezoning and future development of the property include additional transportation connectivity and site for future regional water system upgrades associated with the City reservoir. |                             |                                                                                                                                                                                                                                                        |                          |                                                                                                                                                                                                                                                                                                          |



## Zoning Map Amendment Application

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

|                                                   |                             |                                                    |
|---------------------------------------------------|-----------------------------|----------------------------------------------------|
| <b>PROPERTY OWNER INFORMATION</b>                 |                             | <input checked="" type="checkbox"/> Contact Person |
| Owner: MD&D Investments, LLC                      |                             | Alex Rietmann                                      |
| Address: 63615 E Jacobs Rd. Benton City, WA 99320 |                             |                                                    |
| Phone: 509-778-2373                               | Email: alexr@gooseridge.com |                                                    |

|                                                        |                             |                                                    |
|--------------------------------------------------------|-----------------------------|----------------------------------------------------|
| <b>APPLICANT/CONTRACTOR INFORMATION (if different)</b> |                             | <input checked="" type="checkbox"/> Contact Person |
| Company: MD&D Investments, LLC                         | UBI#:                       |                                                    |
| Contact: Alex Rietmann                                 |                             |                                                    |
| Address: 63615 E Jacobs Rd. Benton City, WA 99320      |                             |                                                    |
| Phone: 509-778-2373                                    | Email: alexr@gooseridge.com |                                                    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DESCRIPTION OF WORK</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Applicant is requesting that a portion of Parcel #134982010595005 be rezoned from Agricultural (AG) designation. The project would be seeking the following Zoning Designation: C-2. The remainder of Parcel #134982010595005 would seek to be rezoned from AG designation to Zoning Designation: R-2S. The remainder of Parcel #134982000005007 would seek to be rezoned from AG designation to Zoning Designation: R-2S. The total of Parcel #134982000008000 would seek to be rezoned from Zoning Designation: AG to Zoning Designation: R-2S. |

|                                                                 |                           |                             |
|-----------------------------------------------------------------|---------------------------|-----------------------------|
| <b>PROPERTY INFORMATION</b>                                     |                           |                             |
| Parcel #: 134982010595005, 134982000005007, and 194982000008000 |                           |                             |
| Legal Description:                                              |                           |                             |
| Current Zoning: AG                                              | Current Comp Plan: BMS    | Requested Zoning: R-2S & C2 |
| Current Use: Vacant                                             | Proposed Use: Residential | Area of Property: 58+ Acres |

|                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------|
| <b>APPLICATION MUST INCLUDE</b>                                                                                     |
| 1. Completed application and filing fee                                                                             |
| 2. Title Report showing ownership, easements, restrictions, and accurate legal description of the property involved |
| 3. Other information as determined by the Administrator                                                             |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ANSWER THE FOLLOWING AS COMPLETELY AS POSSIBLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| The unique characteristics, if any, of the property or circumstances of the owner:<br>The property has been used as agricultural orchards for a number of years; recently all the orchards have been torn out and the site sits vacant. The property sold in late 2021 and the current owner has been developing the property in phases as Peach Tree Estates. To date the property to the south and east has been developed under a common plan of development and taken out of AG designation and into R2S in accordance with City of Richland comprehensive plan. |
| Any hardship that may result in the event the rezone is not granted:<br>If the rezone was not granted, the property would remain undeveloped. The area anticipates an increase in housing supply, which will not be met if the property is not developed. In addition the City desires for additional commercial uses to develop in the area near the intersection of Queensgate and Gage Blvd.                                                                                                                                                                      |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The manner in which the proposed rezone conforms to patterns in adjacent zones:</p> <p>Property to the south, east, and north has been rezoned for residential, property in the middle of the parcel is zoned agricultural but is owned by Richland School District (future school site), and property to the west is zoned residential through Benton County. Rezoning the property will help zoning conform to land use patterns identified under the Comprehensive plan.</p>               |
| <p>Any beneficial or adverse effects the granting or denial of the rezone would have on adjacent or surrounding zones:</p> <p>The rezone will allow residential and commercial development to be permitted and constructed on site. This will benefit the area by encouraging population growth within the City and provide housing opportunities as well as future commercial uses.</p>                                                                                                         |
| <p>Any beneficial or adverse effects the granting or denial of the rezone would have in relation to the overall purpose and intent of the comprehensive plan and this title:</p> <p>Granting of the rezone application would be consistent with the goals and policies set in place by the City of Richland for the Badger Mountain South Subarea Plan. Denial would not achieve the goals of the comprehensive plan, and would further delay major transportation connectivity in the area.</p> |
| <p>The benefits or detriments accruing to the City which would result from the granting or denial of this special permit:</p> <p>No major detriments to the City can be anticipated from granting of this permit. The project is consistent with the City of Richland Badger Mountain South Subarea Plan. The applicant also anticipates working with the City to site a future water reservoir on a portion of the property to address water system needs in the region.</p>                    |
| <p>Whether the proposed rezone represents a better use of the land from the standpoint of the comprehensive plan than the original zone:</p> <p>The proposed rezone of the land represents a higher and better use to the City of Richland than the current designation of Agricultural. It achieves the goals set forth in the City's comprehensive plan goals related to residential/commercial development and seeks to achieve long range transportation goals set forth by the City.</p>    |
| <p>Whether the proposed rezone represents spot zoning and whether a larger area should be considered:</p> <p>The proposal does not represent spot zoning. At this time the only area being considered for rezone is the proposed parcels.</p>                                                                                                                                                                                                                                                    |
| <p>Identify impacts on the environment and public safety:</p> <p>There are no anticipated negative impacts to the environment or public safety that can be identified at this time by rezoning the property. Positive impacts related to the rezone and future development of the property include additional transportation connectivity and site for future regional water system upgrades associated with the City reservoir.</p>                                                             |

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: Alex Rietmann

Applicant Signature: Alex Rietmann Date 6-17-25

## SUBDIVISION

Issued By: COMMONWEALTH LAND TITLE INSURANCE COMPANY  
by its agent:



Guarantee/Certificate Number:

**472531425**

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a corporation, herein called the Company,

### GUARANTEES

Apex Companies, LLC

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

### LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

**Ticor Title Company**  
**8101 W Grandridge Blvd., Suite 110**  
**Kennewick, WA 99336**

Countersigned By:

A handwritten signature in black ink, appearing to read 'Dylan Strait'.

Dylan Strait  
Authorized Officer or Agent



**Commonwealth Land Title Insurance Company**

By:

A handwritten signature in black ink, appearing to read 'Michael J. Nolan'.

Michael J. Nolan, President

Attest:

A handwritten signature in black ink, appearing to read 'Marjorie Nemzura'.

Marjorie Nemzura, Secretary

**COMMONWEALTH LAND TITLE INSURANCE  
COMPANY**

**GUARANTEE/CERTIFICATE NO. 472531425**

| ISSUING OFFICE:                                                                                                                                                                                                       |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Title Officer: Adam Dyer<br>Ticor Title Company<br>8101 W Grandridge Blvd., Suite 110<br>Kennewick, WA 99336<br>Phone: 509-579-7037 Fax: 844-894-6828<br>Main Phone: (509)579-7020<br>Email: Adam.Dyer@ticortitle.com |  |  |

**SCHEDULE A**

| Liability  | Premium  | Tax     |
|------------|----------|---------|
| \$1,000.00 | \$700.00 | \$61.60 |

Effective Date: June 9, 2025 at 12:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is vested in:

MD&D Investments 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.

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 134982010595005, 134982000005007 and 134982000008000**

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Parcel A 134982000008000

REAL PROPERTY LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 34, MARKED BY A 5/8 INCH IRON REBAR WITH NO CAP; THENCE SOUTH 00°45'17" WEST ALONG THE WEST LINE OF SAID SECTION 34 A DISTANCE OF 887.49 FEET;

THENCE SOUTH 89°14'43" EAST LEAVING SAID WEST LINE A DISTANCE OF 104.98 FEET;

THENCE NORTH 00°48'16" EAST A DISTANCE OF 35.17 FEET;

THENCE SOUTH 89°14'43" EAST A DISTANCE OF 54.01 FEET;

THENCE SOUTH 89°09'47" EAST A DISTANCE OF 698.33 FEET;

THENCE SOUTH 74°58'55" EAST A DISTANCE OF 199.70 FEET;

THENCE SOUTH 46°50'00" EAST A DISTANCE OF 42.12 FEET;

THENCE SOUTH 17°17'40" EAST A DISTANCE OF 130.01 FEET;

THENCE NORTH 72°42'20" EAST A DISTANCE OF 10.82 FEET;

THENCE SOUTH 17°17'40" EAST A DISTANCE OF 198.02 FEET;

THENCE NORTH 72°42'20" EAST A DISTANCE OF 552.96 FEET TO THE EASTERLY BOUNDARY OF NEW PARCEL IV OF SURVEY NO. 5521 RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5521 FILED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2021-030634;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING COURSES:

THENCE NORTH 32°20'10" WEST A DISTANCE OF 58.63 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 173.00 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 27°39'19" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 20.16 FEET, WITH A DELTA ANGLE OF 06°40'38", A CHORD BEARING OF SOUTH 59°00'22" WEST, AND A CHORD LENGTH OF 20.15 FEET;

THENCE NORTH 34°16'51" WEST A DISTANCE OF 54.02 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 34°21'45" WEST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 33.94 FEET, WITH A DELTA ANGLE OF 77°47'46", A CHORD BEARING OF NORTH 16°44'23" EAST, AND A CHORD LENGTH OF 31.40 FEET;

THENCE NORTH 22°02'34" WEST A DISTANCE OF 205.67 FEET;

THENCE NORTH 21°59'37" WEST A DISTANCE OF 42.39 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 471.00 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 67°55'51" WEST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 149.38 FEET, WITH A DELTA ANGLE OF 18°10'17", A CHORD BEARING OF NORTH 31°09'18" WEST, AND A CHORD LENGTH OF 148.75 FEET;

THENCE NORTH 40°10'17" WEST A DISTANCE OF 156.06 FEET; TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 179.00 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 49°40'40" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 116.02 FEET, WITH A DELTA ANGLE OF 37°08'14", A CHORD BEARING OF NORTH 21°45'13" WEST, AND A CHORD LENGTH OF 114.00 FEET;

THENCE NORTH 03°04'35" WEST A DISTANCE OF 77.62 FEET;

THENCE NORTH 16°32'19" WEST A DISTANCE OF 83.41 FEET;

THENCE NORTH 27°38'46" WEST A DISTANCE OF 79.89 FEET;

THENCE NORTH 33°55'58" WEST A DISTANCE OF 179.99 FEET TO THE NORTH LINE OF SAID SECTION 34;

THENCE NORTH 89°09'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1,157.16 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "A"**  
Legal Description

Parcel B 134982010595005

REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 34. MARKED BY A 5/8 INCH IRON REBAR WITH NO CAP; THENCE SOUTH 00°45'17" WEST ALONG THE WEST LINE OF SECTION 34 A DISTANCE OF 2699.45 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 34 MARKED BY A 1/2 INCH REBAR WITH NO CAP; THENCE SOUTH 00°45'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 30.02 FEET TO THE NORTHWEST CORNER OF PARCEL 4 OF SURVEY NO. 5494 RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5494 FILED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2021-021122; THENCE SOUTH 89°51'29" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 4 A DISTANCE OF 438.49 FEET;

THENCE NORTH 00°03'8"31" EAST LEAVING SAID NORTH BOUNDARY A DISTANCE OF 159.02 FEET;

THENCE SOUTH 89°51'29" EAST A DISTANCE OF 2.51 FEET;

THENCE NORTH 00°08'31" EAST A DISTANCE OF 105.01 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°51'29" EAST A DISTANCE OF 60.21 FEET;

THENCE SOUTH 66°27'51" EAST A DISTANCE OF 20.00 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 676.07 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 66°27'51" EAST;

THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 35.21 FEET, WITH A DELTA ANGLE OF 02°59'02", A CHORD BEARING OF NORTH 25°01'40" EAST, AND A CHORD LENGTH OF 35.20 FEET;

THENCE SOUTH 63°28'49" EAST A DISTANCE OF 54.01 FEET;

THENCE SOUTH 89°51'29" EAST A DISTANCE OF 120.31 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 517.06 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 57°32'48" EAST;

THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 363.25 FEET, WITH A DELTA ANGLE OF 40°15'08", A CHORD BEARING OF NORTH 52°34'46" EAST, AND A CHORD LENGTH OF 355.83 FEET;

THENCE NORTH 72°42'20" EAST A DISTANCE OF 214.55 FEET;

THENCE NORTH 17°17'40" WEST A DISTANCE OF 344.04 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 39.27 FEET, WITH A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 27°42'20" EAST, AND A CHORD LENGTH OF 35.36 FEET;

THENCE NORTH 72°42'20" EAST A DISTANCE OF 624.07 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 173.02 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 227.40 FEET, WITH A DELTA ANGLE OF 75°18'21", A CHORD BEARING OF SOUTH 69°38'29" EAST, AND A CHORD LENGTH OF 211.39 FEET;

THENCE SOUTH 31°59'19" EAST A DISTANCE OF 10.42 FEET;

**EXHIBIT "A"**  
Legal Description

THENCE SOUTH 58°00'41" WEST A DISTANCE OF 105.01 FEET;

THENCE SOUTH 31°59'19" EAST A DISTANCE OF 450.05 FEET;

THENCE SOUTH 31°58'33" EAST A DISTANCE OF 136.78 FEET;

THENCE NORTH 58°01'27" EAST A DISTANCE OF 105.01 FEET;

THENCE NORTH 31°58'33" WEST A DISTANCE OF 136.79 FEET;

THENCE NORTH 31°59'19" WEST A DISTANCE OF 84.05 FEET;

THENCE NORTH 58°00'41" EAST A DISTANCE OF 174.02 FEET;

THENCE NORTH 31°59'17" WEST A DISTANCE OF 69.05 FEET;

THENCE NORTH 31°59'19" WEST A DISTANCE OF 272.34 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1,230.00 FEET; THENCE ALONG SAID CURVE. HAVING AN ARC LENGTH OF 417.94 FEET, WITH A DELTA ANGLE OF 19°28'07", A CHORD BEARING OF NORTH 22°15'16" WEST, AND A CHORD LENGTH OF 415.93 FEET TO THE SOUTHERLY MOST CORNER OF NEW PARCEL II OF SURVEY NO. 5521 RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5521 FILED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2021-030634 BEING A POINT ON A CURVATURE TURNING TO THE RIGHT, HAVING A RADIUS OF 1,268.96 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 59°19'17" EAST; THENCE ALONG SAID CURVE AND SAID SOUTHERLY BOUNDARY. HAVING AN ARC LENGTH OF 58.78 FEET, WITH A DELTA ANGLE OF 02°39'15", A CHORD BEARING OF NORTH 29°21'06" WEST, AND A CHORD LENGTH OF 58.78 FEET; THENCE SOUTH 68°24'08" WEST A DISTANCE OF 50.01 FEET;

THENCE NORTH 32°20'10" WEST ALONG THE WESTERLY BOUNDARY OF SAID NEW PARCEL II A DISTANCE OF 170.68 FEET;

THENCE SOUTH 72°42'20" WEST LEAVING SAID WESTERLY BOUNDARY A DISTANCE OF 719.81 FEET;

THENCE NORTH 03°11'32" WEST A DISTANCE OF 16.34 FEET;

THENCE SOUTH 86°48'28" WEST A DISTANCE OF 54.01 FEET;

THENCE SOUTH 72°42'20" WEST A DISTANCE OF 444.07 FEET;

THENCE SOUTH 00°45'17" WEST A DISTANCE OF 94.91 FEET;

THENCE NORTH 89°14'43" WEST A DISTANCE OF 169.00 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 227.03 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 89°58'43" EAST;

THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 1.62 FEET, WITH A DELTA ANGLE OF 00°24'34", A CHORD BEARING OF SOUTH 00°13'34" EAST, AND A CHORD LENGTH OF 1.62 FEET;

THENCE SOUTH 89°34'09" WEST A DISTANCE OF 14.86 FEET;

THENCE SOUTH 53°36'29" WEST A DISTANCE OF 76.46 FEET;

THENCE SOUTH 34°29'01" EAST A DISTANCE OF 172.90 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1,260.14 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 34°29'01" EAST;



**EXHIBIT "A"**  
Legal Description

THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 7.00 FEET, WITH A DELTA ANGLE OF 00°19'05", A CHORD BEARING OF NORTH 55°40'32" EAST, AND A CHORD LENGTH OF 7.00 FEET;

THENCE SOUTH 34°09'56" EAST A DISTANCE OF 120.01 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,140.13 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 34°09'56" EAST;

THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 217.81 FEET, WITH A DELTA ANGLE OF 10°56'46", A CHORD BEARING OF SOUTH 50°21'42" WEST, AND A CHORD LENGTH OF 217.48 FEET;

THENCE SOUTH 45°06'41" EAST A DISTANCE OF 80.01 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1,060.12 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 45°06'41" EAST;

THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 7.63 FEET, WITH A DELTA ANGLE OF 00°24'45", A CHORD BEARING OF NORTH 45°05'41" EAST, AND A CHORD LENGTH OF 7.63 FEET;

THENCE SOUTH 44°41'56" EAST A DISTANCE OF 174.02 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 886.10 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 44°41'56" EAST;

THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 18.24 FEET. WITH A DELTA ANGLE OF 01°10'47", A CHORD BEARING OF NORTH 45°53'27" EAST, AND A CHORD LENGTH OF 18.24 FEET;

THENCE SOUTH 43°31'09" EAST A DISTANCE OF 105.01 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 781.09 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 43°31'09" EAST;

THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 349.22 FEET, WITH A DELTA ANGLE OF 25°37'00", A CHORD BEARING OF SOUTH 33°40'21" WEST, AND A CHORD LENGTH OF 346.32 FEET;

THENCE SOUTH 89°51'29" EAST A DISTANCE OF 31.49 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH;

REAL PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 34, MARKED BY A 5/8 INCH IRON REBAR WITH NO CAP; THENCE SOUTH 89°09'47" EAST ALONG THE NORTH LINE OF SAID SECTION 34 A DISTANCE OF 2599.03 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 34 MARKED BY A 3" BRASS CAP; THENCE SOUTH 00°06'46" WEST A DISTANCE OF 1,333.89 FEET TO THE NORTHEAST CORNER OF LOT 6 OF THE PLAT OF WESTCUFFE HEIGHTS II RECORDED IN VOLUME 15 OF PLATS AT PAGE 608 FILED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2018-015773;

THENCE NORTH 89°30'45" WEST ALONG THE NORTHERLY BOUNDARY OF SAID PLAT OF WESTCUFFE HEIGHTS II A DISTANCE OF 155.72 FEET;

THENCE SOUTH 58°00'41" WEST A DISTANCE OF 427.93 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 31°59'19" WEST A DISTANCE OF 130.96 FEET TO THE EASTERLY RIGHT OF WAY MARGIN OF QUEENSGATE DRIVE ESTABUSHED PER QUIT CLAIM DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2018-01826 BEING A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,170.00 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 65°30'31" EAST; THENCE

**EXHIBIT "A"**  
Legal Description

ALONG SAID CURVE AND RIGHT OF WAY MARGIN, HAVING AN ARC LENGTH OF 131.40 FEET, WITH A DELTA ANGLE OF 06°26'05", A CHORD BEARING OF SOUTH 27°42'32" EAST, AND A CHORD LENGTH OF 131.33 FEET TO THE NORTHWEST CORNER OF ADJUSTED LOT 1 OF SURVEY NO. 5036 RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5036 FILED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2018-019538; THENCE NORTH 58°00'41" EAST ALONG THE NORTHERLY BOUNDARY OF SAID ADJUSTED LOT 1 A DISTANCE OF 9.80 FEET TO THE TRUE POINT OF BEGINNING.

Parcel C 134982000005007

REAL PROPERTY LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 34, MARKED BY A 5/8 INCH IRON REBAR WITH NO CAP; THENCE SOUTH 00°45'17" WEST ALONG THE WEST LINE OF SECTION 34 A DISTANCE OF 887.49 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89°14'43" EAST LEAVING SAID WEST LINE A DISTANCE OF 104.98 FEET;  
THENCE NORTH 00°48'16" EAST A DISTANCE OF 35.17 FEET;  
THENCE SOUTH 89°14'43" EAST A DISTANCE OF 54.01 FEET;  
THENCE SOUTH 89°09'47" EAST A DISTANCE OF 698.33 FEET;  
THENCE SOUTH 74°58'55" EAST A DISTANCE OF 199.70 FEET;  
THENCE SOUTH 46°50'00" EAST A DISTANCE OF 42.12 FEET;  
THENCE SOUTH 17°17'40" EAST A DISTANCE OF 130.01 FEET;  
THENCE NORTH 72°42'20" EAST A DISTANCE OF 10.82 FEET;  
THENCE SOUTH 17°17'40" EAST A DISTANCE OF 198.02 FEET;  
THENCE SOUTH 72°42'20" WEST A DISTANCE OF 166.85 FEET;  
THENCE NORTH 03°11'32" WEST A DISTANCE OF 16.34 FEET;  
THENCE SOUTH 86°48'28" WEST A DISTANCE OF 54.01 FEET;  
THENCE SOUTH 72°42'20" WEST A DISTANCE OF 444.07 FEET;  
THENCE SOUTH 00°45'17" WEST A DISTANCE OF 94.91 FEET;  
THENCE NORTH 89°14'43" WEST A DISTANCE OF 169.00 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 227.03 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 89°58'43" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 1.62 FEET, WITH A DELTA ANGLE OF 00°24'34", A CHORD BEARING OF SOUTH 00°13'34" EAST, AND A CHORD LENGTH OF 1.62 FEET;

THENCE SOUTH 89°34'09" WEST A DISTANCE OF 14.86 FEET;  
THENCE SOUTH 53°36'29" WEST A DISTANCE OF 76.46 FEET;  
THENCE SOUTH 34°29'01" EAST A DISTANCE OF 172.90 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1,260.14 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 34°29'01" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 7.00 FEET, WITH A DELTA ANGLE OF 00°19'05", A CHORD BEARING OF NORTH 55°40'32" EAST, AND A CHORD LENGTH OF 7.00 FEET;

THENCE SOUTH 34°09'56" EAST A DISTANCE OF 120.01 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,140.13 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 34°09'56" EAST;  
THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 217.81 FEET, WITH A DELTA ANGLE OF 10°56'46", A CHORD BEARING OF SOUTH 50°21'42" WEST, AND A CHORD LENGTH OF 217.48 FEET;  
THENCE SOUTH 45°06'41" EAST A DISTANCE OF 80.01 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1,060.12 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 45°06'41" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 7.63 FEET, WITH A DELTA ANGLE OF 00°24'45", A CHORD BEARING OF NORTH 45°05'41" EAST, AND A CHORD LENGTH OF 7.63 FEET;

THENCE SOUTH 44°41'56" EAST A DISTANCE OF 174.02 FEET TO A POINT ON THE ARC OF A NON TANGENT

**EXHIBIT "A"**  
Legal Description

CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 886.10 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 44°41'56" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 18.24 FEET, WITH A DELTA ANGLE OF 01°10'47", A CHORD BEARING OF NORTH 45°53'27" EAST, AND A CHORD LENGTH OF 18.24 FEET; THENCE SOUTH 43°31'09" EAST A DISTANCE OF 105.01 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 781.09 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 43°31'09" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 349.22 FEET, WITH A DELTA ANGLE OF 25°37'00", A CHORD BEARING OF SOUTH 33°40'21" WEST, AND A CHORD LENGTH OF 346.32 FEET;

THENCE SOUTH 89°51'29" EAST A DISTANCE OF 31.49 FEET;  
THENCE SOUTH 00°08'31" WEST A DISTANCE OF 105.01 FEET;  
THENCE NORTH 89°51'29" WEST A DISTANCE OF 2.51 FEET;  
THENCE SOUTH 00°08'31" WEST A DISTANCE OF 159.02 FEET TO THE NORTHERLY BOUNDARY OF PARCEL 4 OF SURVEY NO. 5494 RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5494 FILED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2021-021122;  
THENCE NORTH 89°51'29" WEST ALONG SAID NORTHERLY BOUNDARY A DISTANCE OF 438.49 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 4 BEING ALSO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER SAID SECTION 34;  
THENCE NORTH 00°45'21" EAST ALONG SAID WEST LINE A DISTANCE OF 30.02 FEET TO THE WEST QUARTER CORNER OF SECTION 34, MARKED BY A 1/2 INCH REBAR WITH NO CAP;  
THENCE NORTH 00°45'17" EAST ALONG SAID WEST LINE OF THE NORTHWEST QUARTER A DISTANCE OF 1,811.96 FEET TO THE POINT OF BEGINNING.

**SCHEDULE B**

**SPECIAL EXCEPTIONS**

1. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):  
  
Year: 2025  
Tax Account No.: 134982010595005  
Levy Code: R3  
Assessed Value-Land: \$642,000.00  
Assessed Value-Improvements: \$0.00  
  
General and Special Taxes:  
Billed: \$5,915.49  
Paid: \$2,957.77  
Unpaid: \$2,957.72
2. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):  
  
Year: 2025  
Tax Account No.: 134982000005007  
Levy Code: R3  
Assessed Value-Land: \$633,250.00  
Assessed Value-Improvements: \$0.00  
  
General and Special Taxes:  
Billed: \$5,840.06  
Paid: \$2,920.08  
Unpaid: \$2,919.98
3. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):  
  
Year: 2025  
Tax Account No.: 134982000008000  
Levy Code: R3  
Assessed Value-Land: \$655,650.00  
Assessed Value-Improvements: \$0.00  
  
General and Special Taxes:  
Billed: \$6,046.32  
Paid: \$3,023.20  
Unpaid: \$3,023.12
4. Any assessments levied by Badger Mountain Irrigation District for the year 2025, amounts of which are unavailable at this time.

**SCHEDULE B**  
(continued)

5. A mortgage to secure an indebtedness as shown below

Amount: \$7,082,839.00  
Dated: October 18, 2021  
Mortgagor: MD&D Investments LLC, a Washington limited liability company  
Mortgagee: Community First Bank  
Recording Date: October 29, 2021  
Recording No.: [2021-049836](#)

6. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$1,965,000.00  
Dated: December 1, 2022  
Trustor/Grantor: MD&D Investments LLC, a Washington limited liability company  
Trustee: Cascade Title Company  
Beneficiary: Donald F Douglas, an individual  
Recording Date: April 20, 2023  
Recording No.: 2023-007371  
Affects: Said premises and includes other property

Subordination Agreement recorded at 2023-026939, referencing the Trust Deed recorded at 2023-007371 and the Trust Deed recorded at 2023-026936.

7. A mortgage to secure an indebtedness as shown below

Amount: \$6,531,225.00  
Dated: December 18, 2023  
Mortgagor: MD&D Investments LLC  
Mortgagee: Community First Bank  
Recording Date: December 27, 2023  
Recording No.: [2023-026936](#)  
Affects: Said premises and other property

Subordination Agreement recorded at 2023-026939, referencing the Trust Deed recorded at 2023-007371 and the Trust Deed recorded at 2023-026936.

8. Any unpaid assessments or charges and liability to further assessments or charges, for which a lien may have arisen (or may arise), as provided for under Washington law and in instrument set forth below:

Imposed by: Peach Tree Estates Homeowners Association

9. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

10. Amounts as may be due to City of Richland for document:  
For: Sewer Latecomer Agreement  
Recorded: September 5, 2018  
Recording No.: [2018-026345](#)

**SCHEDULE B**  
(continued)

11. The Land is within or near designated agricultural lands or farm operations upon which a variety of commercial activities may occur that are not compatible with residential development for certain periods of limited duration. You may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, flies, fumes, dust, smoke, the operation of machinery of any kind during any 24 hour period (including aircraft) the storage and disposal of manure, and the application of spraying or storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Benton County has determined that the use of real property for agricultural operations is a high priority and favored use and will not consider those inconveniences or discomforts arising from legally permitted farm operations to be a nuisance if such practices are consistent with commonly accepted best management practices and otherwise comply with local, state and federal laws.
12. Rights-of-way for pipelines, ditches, canals, flumes, if any cross said premises, together with the right to enter thereon for the purpose of repair and maintenance thereof.
13. Right(s) of way for the purpose(s) stated below as set forth in the patent to said Land
- Purpose(s): Ditches, Canals and Electric Power Transmission  
Recording Date: September 17, 1973  
Recording No.: [654855](#)
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Badger Mountain Irrigation District  
Purpose: Construct, repair, replace, operate and maintain pipelines and appurtenant structures  
Recording Date: January 13, 1977  
Recording No.: [718936](#)
15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Public Utility District No. 1 of Benton County  
Purpose: Electric transmission and distribution line and appurtenances thereto  
Recording Date: May 26, 1977  
Recording No.: [728681](#)
16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Public Utility District No. 1 of Benton County  
Purpose: Electric transmission and distribution line and appurtenances thereto  
Recording Date: September 15, 1977  
Recording No.: [737310](#) and 737311
17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Public Utility District No. 1 of Benton County  
Purpose: Electric transmission and distribution line and appurtenances thereto  
Recording Date: February 8, 1978  
Recording No.: [749794](#)

**SCHEDULE B**  
(continued)

18. Terms, covenants, conditions and provisions contained in Agreement entered into ;  
Between: City of Richland, Washington  
AND: Milo Bauder, his successors and assignees  
Recorded: July 24, 1978  
Recording No.: [765214](#)  
Providing: Domestic Water and/or Sewer Services
19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Purpose: Ingress and Egress  
Recording Date: July 28, 1978  
Recording No.: [765776](#)  
  
Release of easement agreement recorded July 19, 2024 under Auditor's File No. 2024-015093.
20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Purpose: Access  
Recording Date: June 15, 1982  
Recording No.: [862635](#)
21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Purpose: Ingress-egress, utility and irrigation  
Recording Date: July 17, 1984  
Recording No.: [898901](#)  
Affects: 60 foot strip over a portion of said premises and other property
22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Badger Mountain Irrigation Easement  
Purpose: Utilities  
Recording Date: October 9, 1984  
Recording No.: [84-3561](#)
23. Right of way Easement, including the terms, covenants and provisions thereof, for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;  
  
Recorded: April 12, 1985  
Recording No.: [85-4566](#)  
In favor of: Public Utility District No. 1 of Benton County
24. Terms, covenants, conditions and provisions set forth in Agreement entered into;  
Between: Public Utility District No. 1 of Benton County  
AND: Badger Mountain Irrigation District  
Recorded: April 24, 1985  
Recording No.: [85-5124](#)



**SCHEDULE B**  
(continued)

25. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Purpose: Ingress and egress  
Recording Date: October 8, 1987  
Recording No.: [87-16073](#)
26. Right of way Easement, including the terms, covenants and provisions thereof, for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;
- Recorded: November 5, 1993  
Recording No.: [93-34114](#)  
In favor of: Public Utility District No. 1 of Benton County
27. Terms, covenants, conditions and provisions Interlocal Agreement between Benton County and the City of Richland regarding City of Richland Urban Growth Area Expansion Request - File CPA 03-2
- Recorded: February 1, 2005  
Recording No.: [2005-003324](#)
28. Amended and restated interlocal agreement between Benton County and the City of Richland recorded December 12, 2006 under Auditor's File No. [2006-040708](#).
29. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of Richland  
Purpose: Secondary Emergency Access Easement  
Recording Date: November 2, 2012  
Recording No.: [2012-034461](#)
30. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: The City of Richland  
Purpose: Utility Easement  
Recording Date: March 24, 2014  
Recording No.: [2014-006658](#)  
Affects: A Portion of said premises
31. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of Richland  
Purpose: Utility easement  
Recording Date: February 23, 2016  
Recording No.: [2016-004839](#)
- Partial Relinquishment of Easement as recorded under Recording No. [2022-004850](#), and Relinquishment of easement recorded under Recording No. [2024-026861](#) and 2024-026863

**SCHEDULE B**  
(continued)

32. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Badger Mountain Irrigation District  
Purpose: Irrigation  
Recording Date: September 3, 2020  
Recording No.: [2020-033644](#)

Partial release of Easement Agreement recorded under Auditor's File No. [2025-000531](#).

33. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Richland  
Purpose: Waterline Easement  
Recording Date: January 17, 2018  
Recording No.: [2018-001482](#) and 2018-001483

34. Exceptions, covenants, conditions, and reservations as contained in Deed and including terms thereof:

From: C & J Land Company LLC  
To: MD&D Investments LLC  
Recorded: October 29, 2021  
Recording No.: 2021-049835

As Follows: Regarding future development by MD&D Investments LLC, mobile and manufactured homes, and modular homes are specifically not permitted.

35. Terms and Conditions of Ordinance No. 41-10 recorded January 5, 2011 under Auditor's File No. [2011-000610](#).

36. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Richland  
Purpose: Access and Utility  
Recording Date: July 13, 2017  
Recording No.: [2017-019386](#)

37. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Richland  
Purpose: Access and Utility  
Recording Date: July 13, 2017  
Recording No.: [2017-019388](#)

38. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Richland  
Purpose: Waterline  
Recording Date: January 17, 2018  
Recording No.: [2018-001484](#)

**SCHEDULE B**  
(continued)

39. Sewer Latecomers Ageement and the Terms and Conditions thereof between the City of Richland and Pahlisch Homes at Westcliffe Heights LLC recorded September 5, 2018 under Auditor's File No. [2018-026345](#) and First Amendment recorded June 3, 2019 under Auditor's File No. [2019-014443](#).

40. Terms and Conditions of Ordinance No. 2023-12 recorded June 23, 2023 under Auditor's File No. [2023-012671](#).

41. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey No. 5521:

Recording No: 2021-030634

42. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey No. 5031:

Recording No: 2018-018513

43. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Short Plat No. 2049:

Recording No: 94-17574

44. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey 2164:

Recording No: 96-12391

**SCHEDULE B**  
(continued)

45. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey 4140  
:

Recording No: 2010-026670

46. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey 4925:

Recording No: 2017-026905

47. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey 5036  
:

Recording No: 2018-019538

48. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Short Plat 595:

Recording No: 771566

49. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey 5724:

Recording No: 2022-033094

50. Terms, conditions and provisions contained in City of Richland Ordinance No. 2024-21, recorded June 26, 2024 under Auditor's File No. [2024-013072](#).

**SCHEDULE B**  
(continued)

51. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Badger Mountain Irrigation District  
Purpose: Underground utilities  
Recording Date: July 19, 2024  
Recording No.: 2024-015094

52. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Badger Mountain Irrigation District  
Purpose: Utility Easement  
Recording Date: July 19, 2024  
Recording No.: [2024-015095](#)

53. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Richland  
Purpose: Temporary Drainage Easement  
Recording Date: July 25, 2024  
Recording No.: 2024-015501

54. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Richland  
Purpose: Temporary Utility Easement  
Recording Date: July 25, 2024  
Recording No.: [2024-015502](#)

55. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Richland  
Purpose: Temporary Utility Easement  
Recording Date: July 25, 2024  
Recording No.: [2024-015503](#)

56. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Richland  
Purpose: Temporary utility easement  
Recording Date: July 25, 2024  
Recording No.: [2024-015504](#)

57. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Richland  
Purpose: Temporary Turnaround and Utility Easement  
Recording Date: July 25, 2024  
Recording No.: [2024-015505](#)

**SCHEDULE B**  
(continued)

58. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Richland  
Purpose: Utility Easement  
Recording Date: July 29, 2024  
Recording No.: [2024-015864](#)

59. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Badger Mountain Irrigation District  
Purpose: Underground Utilities  
Recording Date: July 19, 2024  
Recording No.: [2024-015095](#)

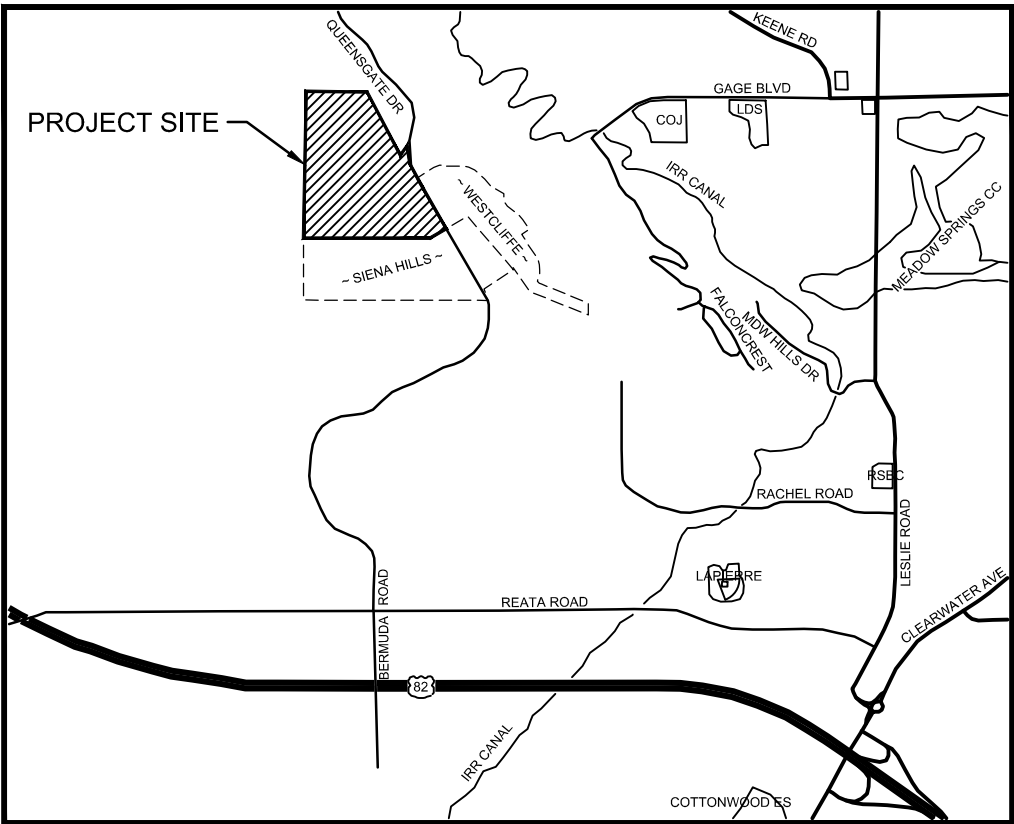
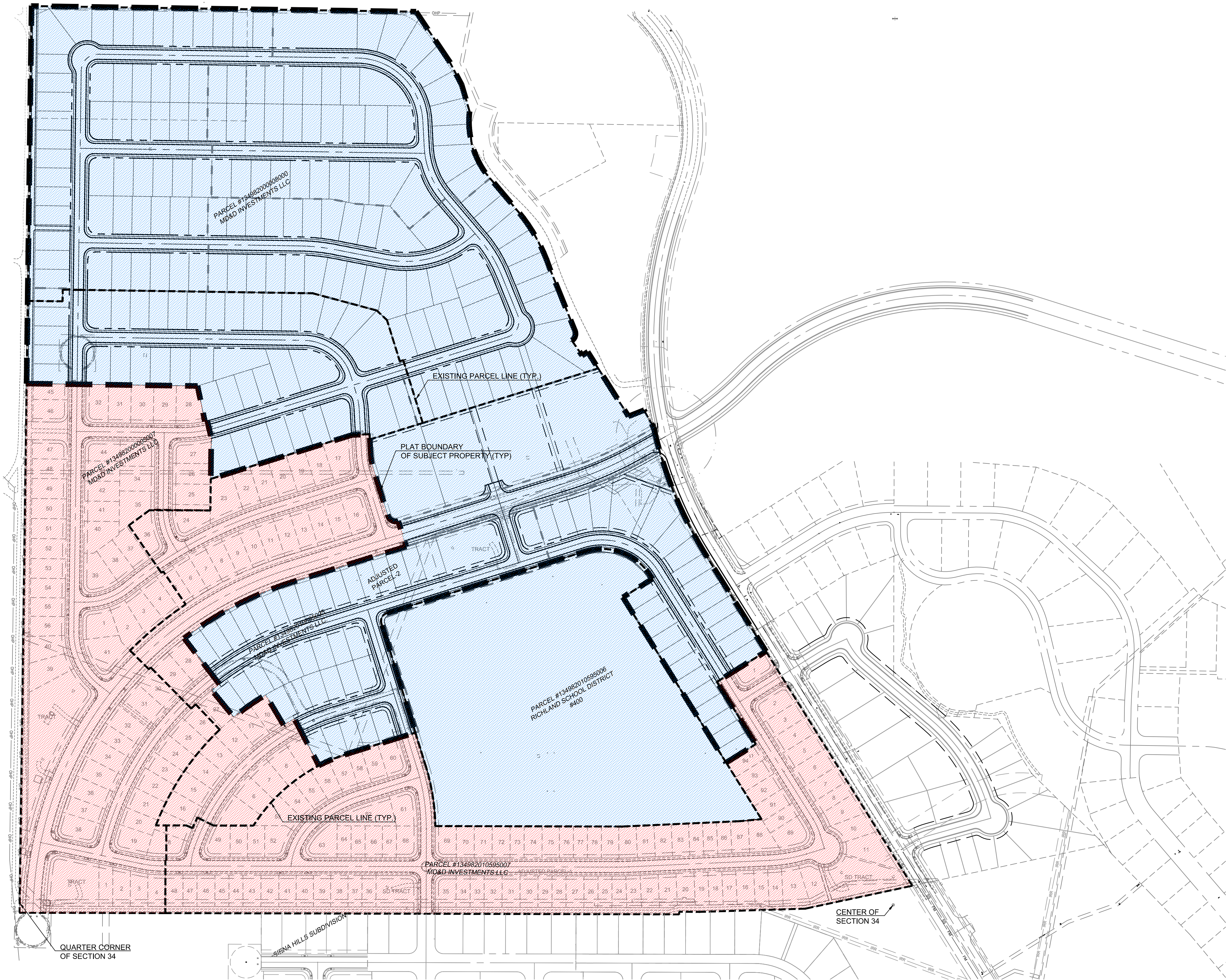
60. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: August 12, 2024  
Recording No.: [2024-016967](#)

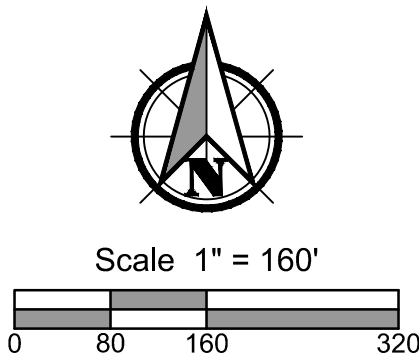
**END OF SCHEDULE B**



File name: L:\Projects\ D:\P\MMDD02\24012888\Civil\Working\Exhibits\24012888\_Zoning\Exhibit-Post.dwg    User: Elisabeth Glover    CAD Plot Date/Time: 6/18/2025 5:04:25 PM    Layout Tab: ZONING\_PRE



VICINITY MAP  
NOT TO SCALE



ZONING BOUNDARY LEGEND

- RE-ZONING BOUNDARY LINE
- EXISTING PARCEL LINE

- AG ZONING
- R-2S RESIDENTIAL ZONING (MEDIUM DENSITY RESIDENTIAL)

DATA SHOWN BASED ON CITY OF RICHLAND COMPREHENSIVE PLAN, BADGER MOUNTAIN SUB-AREA LAND USE PLAN, AND PEACHTREE ESTATES PROPOSED LOT LAYOUT.

EXISTING SITE ZONING MAP FOR:

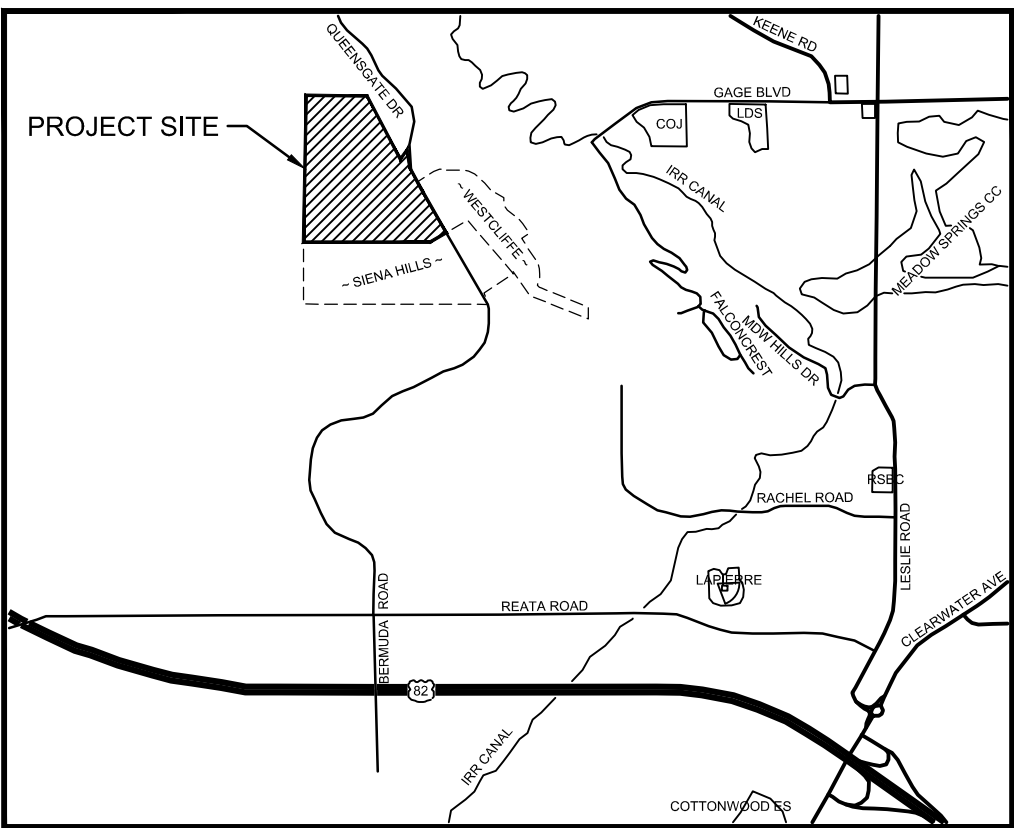
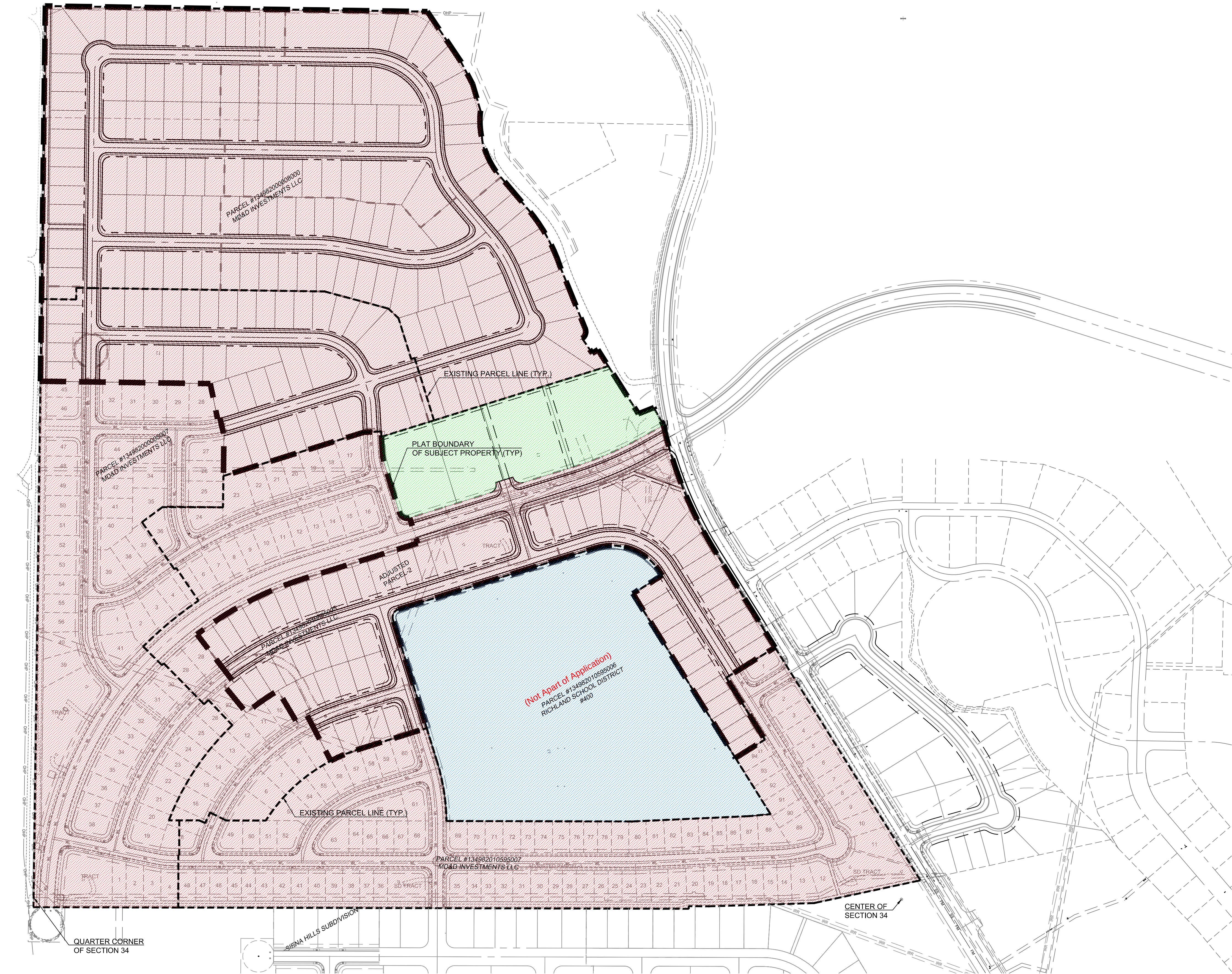
PEACH TREE ESTATES III  
A SITE LOCATED IN THE CITY OF RICHLAND, WASHINGTON



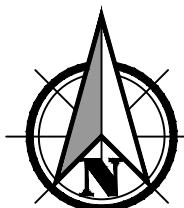
|                       |
|-----------------------|
| DESIGNED:<br>ELG/MCR  |
| CHECKED:<br>JLM       |
| JUNE 2025<br>24012988 |
| SHEET ID              |



File name: L:\Projects\ D:\P\MMDD02\24012888\Civil\Working\Exhibits\24012888\_Zoning\Exhibit-Post.dwg Layout Tab: ZONING\_POST User: Elisabeth Giever CAD Plot Date/Time: 6/20/2025 1:33:44 PM



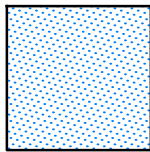
VICINITY MAP  
NOT TO SCALE



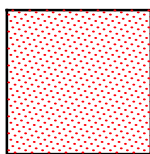
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0 80 160 320

### ZONING BOUNDARY LEGEND

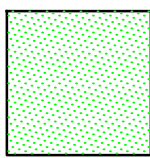
- RE-ZONING BOUNDARY LINE
- EXISTING PARCEL LINE



AG ZONING



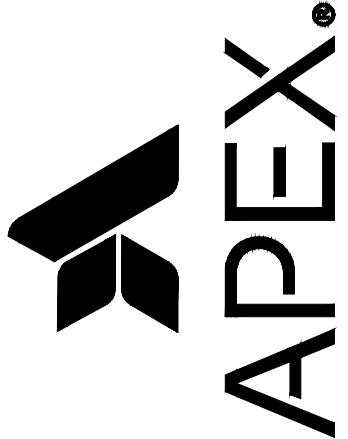
R-2S RESIDENTIAL ZONING  
(MEDIUM DENSITY RESIDENTIAL)



C-2 COMMERCIAL ZONING  
(RETAIL BUSINESS)

DATA SHOWN BASED ON CITY OF RICHLAND COMPREHENSIVE PLAN, BADGER MOUNTAIN SUB-AREA LAND USE PLAN, AND PEACHTREE ESTATES PROPOSED LOT LAYOUT.

Apex Companies, LLC  
400 Bradley Blvd. Ste 106  
Richland, WA 99352  
509.942.1000  
apexcos.com



PROPOSED SITE ZONING MAP FOR:

## PEACH TREE ESTATES III

A SITE LOCATED IN THE CITY OF RICHLAND, WASHINGTON



Know what's below.  
Call before you dig.



DESIGNED:

ELG/MCR

CHECKED:

JLM

JUNE 2025

24012988

SHEET ID



# Zoning Map

Item: Peach Tree Estates III - Phases 1 - 6 Prelim Plat

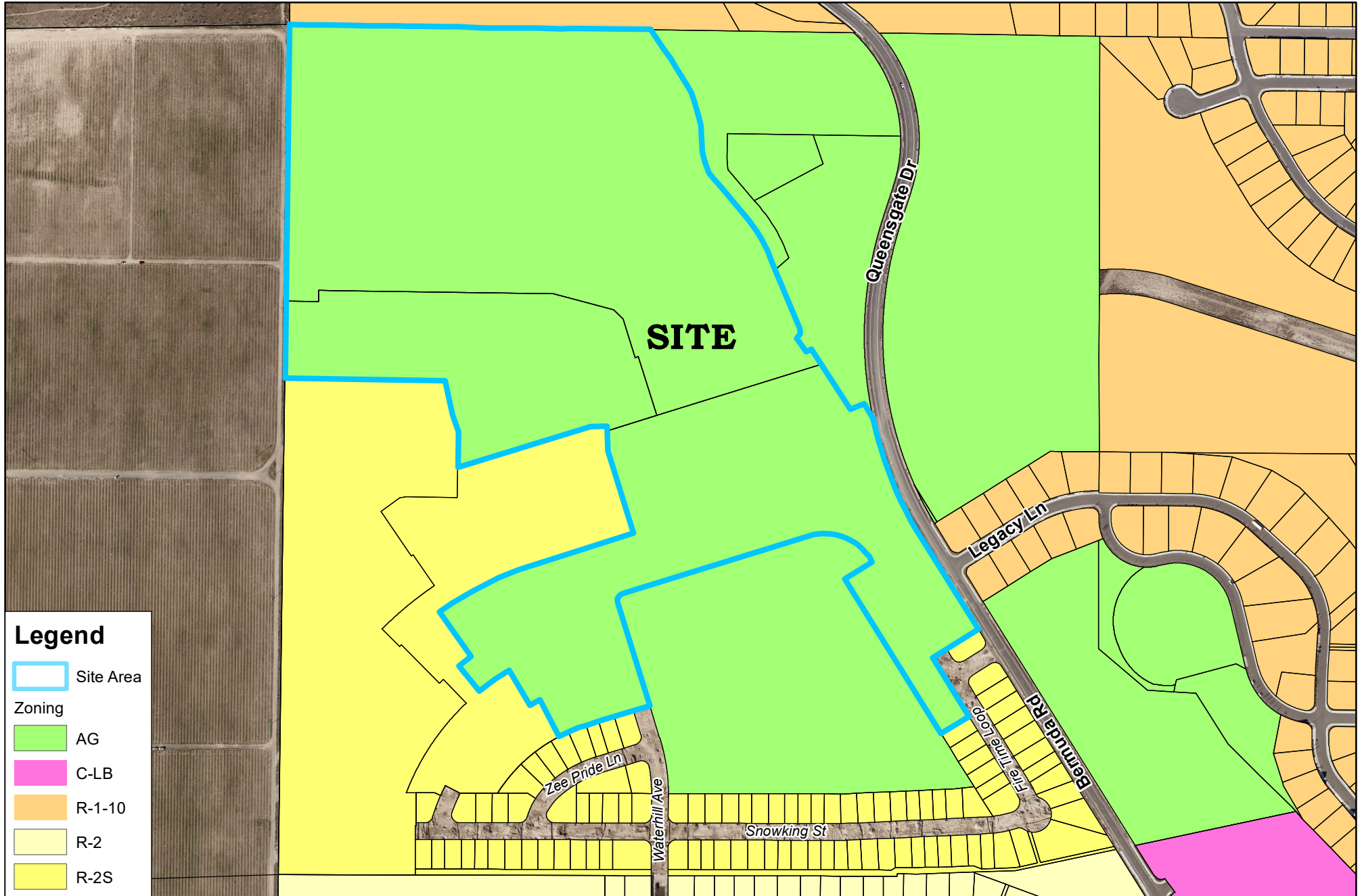
Applicant: PBS Engineering

File #: PLN-T3-2025-00004 & PLN-T1-2025-00282

Exhibit 2



0 100 200 400 Feet

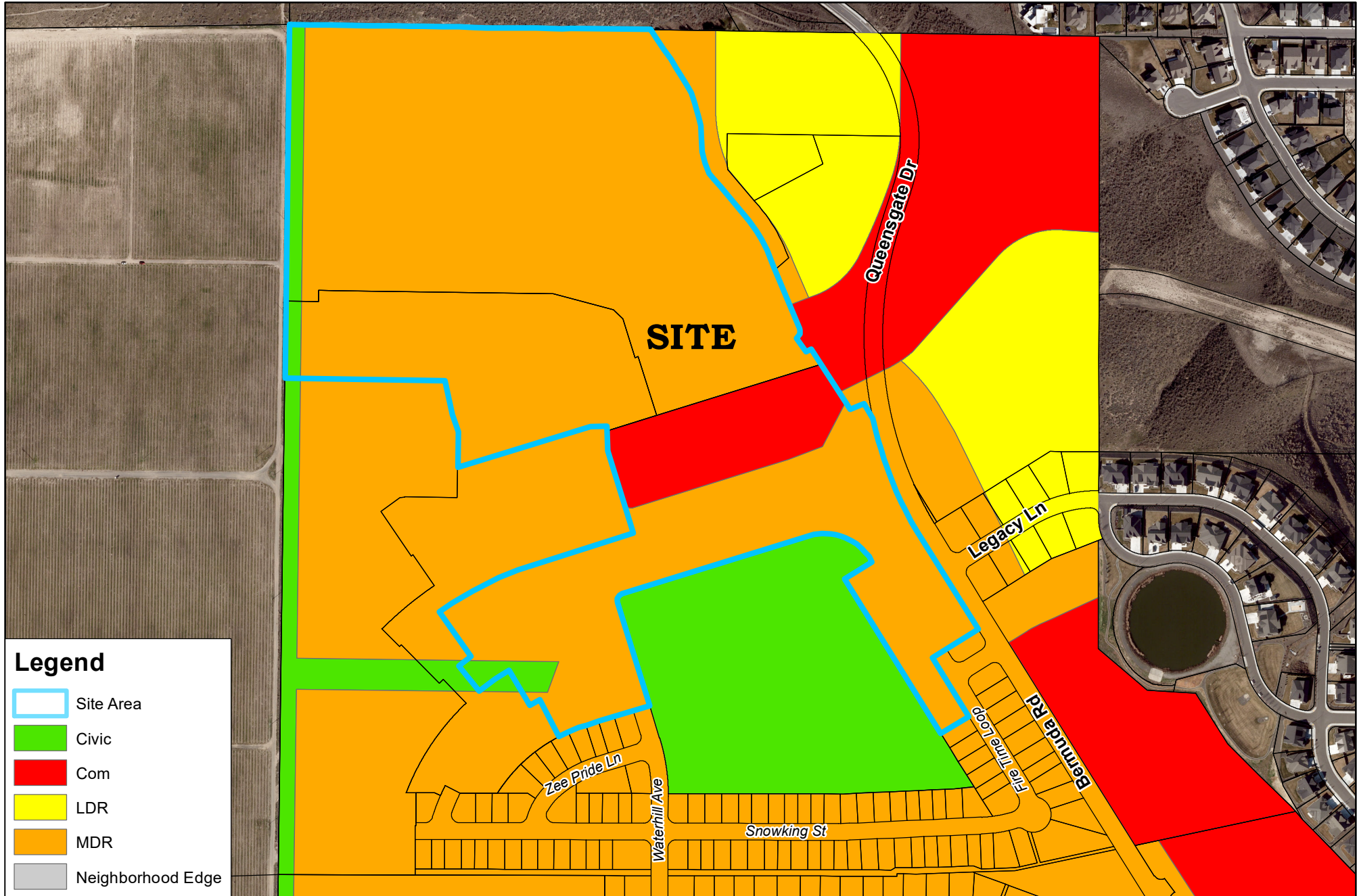


# BMS Land Use Map

Item: Peach Tree Estates III - Phases 1 - 6 Prelim Plat  
Applicant: PBS Engineering  
File #: PLN-T3-2025-00004 & PLN-T1-2025-00282  
**Exhibit 3**



0 100 200 400 Feet







# Exhibit 4

## CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING, AND OPTIONAL DNS (PLN-T3-2025-00004, PLN-T3A-2025-00002, & PLN-T1-2025-00282)

**Notice** is hereby given that PBS Engineering has filed rezone and preliminary plat applications to: 1) rezone the site from AG to R-2S (Medium Density Residential) and C-2 (Retail Business) reflecting the City's Comprehensive Plan Land Uses, and 2) subdivide an approximately 58+ acre site into 242 new residential lots and four (4) commercial tracts (Preliminary Plat of Peach Tree Estates Phase III, Phases 1 – 6). Please visit <https://www.ci.richland.wa.us/departments/development-services/planning/land-use> for more information.

**Project Site:** The project site is located at 1251 Bermuda Road and is generally located west of Queensgate Drive, west of Bermuda Road, West of Legacy Lane, north of Snowking Street, and north of Waterhill Avenue (Parcel Numbers: 134982010595005, 134982000005007, and 134982000008000). The proposed preliminary plat will have an average residential lot size of 7,175 square feet and an average commercial lot size of 49,638 square feet.

**Public Hearing:** The City of Richland Hearing Examiner will conduct a public hearing and review of the application on Monday, September 08, 2025 at 6:00pm in City Hall, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

**Environmental Review:** The proposal is subject to environmental review. The City of Richland serving as the lead agency under the State Environmental Policy Act (SEPA), has reviewed and evaluated the proposed project for probable adverse environmental impacts. The City anticipates issuing a Determination of Non-Significance (DNS) under WAC 197-11-355. 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](http://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 Ryan Nelson, Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us).

**Comment Period Starts:** August 10, 2025

**Comment Period Ends:** September 08, 2025 at 6:00 PM

However, written comments must be received no later than 5:00 p.m. on Friday, August 29, 2025, to be incorporated into the staff report. Comments received after that time will be entered into the record during the hearing.

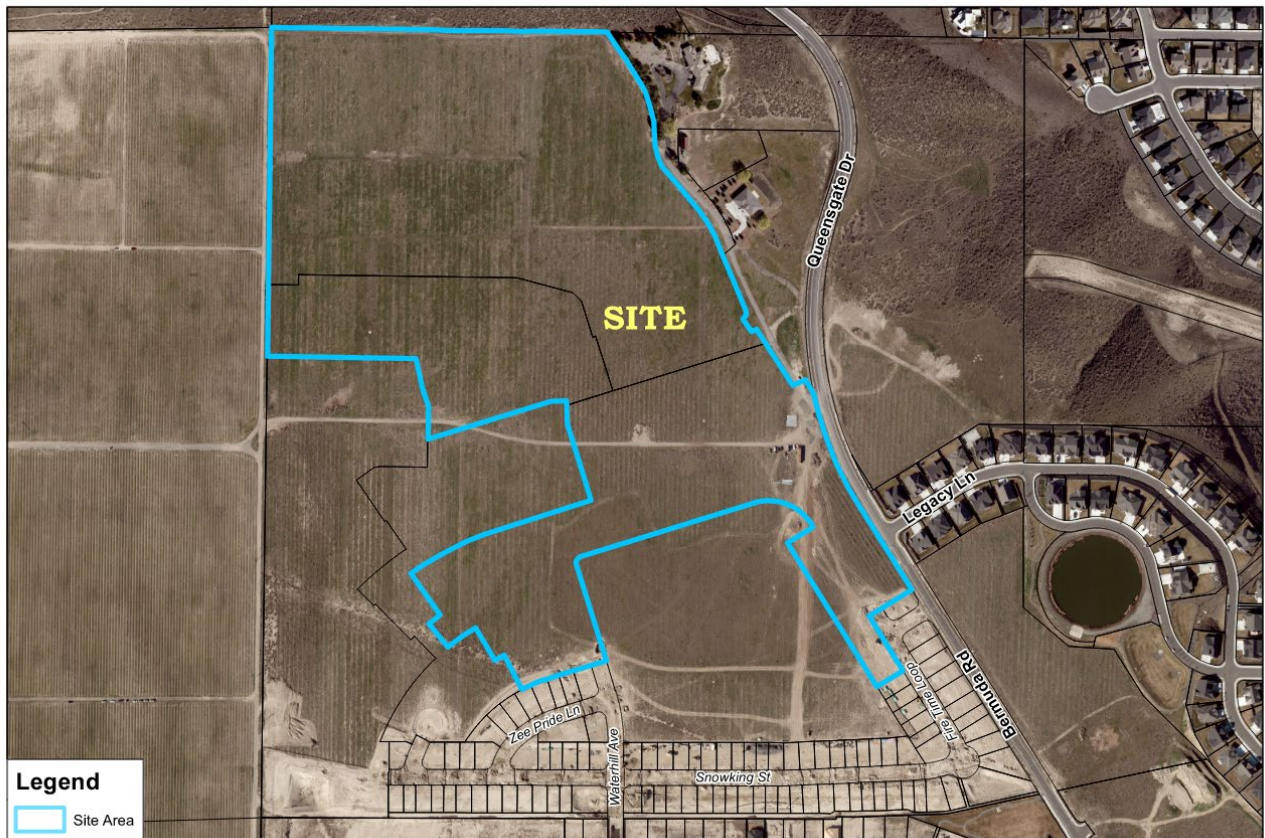
**Appeal:** The application will be reviewed in accordance with the regulations in RMC Title 23 Zoning and Title 19 Development Regulations Administration. Appeal procedures of decisions related to the above referenced applications are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

# Vicinity Map

Item: Peach Tree Estates III - Phases 1 - 6 Prelim Plat  
Applicant: PBS Engineering  
File #: PLN-T3-2025-00004 & PLN-T1-2025-00282



0 100 200 400 Feet



Please publish the following:

Type of Legal Ad: Notice of Application, Public Hearing

Date(s) of Publication: Sunday, August 10, 2025

Richland's TCH Account: AP36823

**For Invoice Text Box on TCH Invoice** PLN-T3-2025-00004, PLN-T3A-2025-00002, & PLN-T1-2025-00282  
(Richland MUNIS Description)

**For PO Box on TCH Invoice** D2586000 4401  
(Richland Account No. - MUNIS)

Attention: Jen Anderson (TC)

\*\*\*\*\*

**CITY OF RICHLAND**  
**NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS**  
**(PLN-T3-2025-00004, PLN-T3A-2025-00002, & PLN-T1-2025-00282)**

**Notice:** PBS Engineering has filed rezone and preliminary plat applications to: 1) rezone the site from AG to R-2S (Medium Density Residential) and C-2 (Retail Business) reflecting the City's Comprehensive Plan Land Uses, and 2) subdivide an approximately 58+ acre site into 242 new residential lots and four (4) commercial tracts (Preliminary Plat of Peach Tree Estates Phase III, Phases 1 – 6).

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**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](http://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 Ryan Nelson, Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us). The deadline for written comments is 6:00 p.m., Monday, September 8th. However, written comments must be received no later than 5:00 p.m. on Friday August 29, 2025, to be incorporated into the staff report. Comments received after

that time will be entered into the record during the hearing.

Date Published: Sunday, August 10, 2025



AFFIDAVIT OF POSTING

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

COMES NOW, **Ryan Nelson**, 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 11th day of August, 2025, I posted the attached NOTICE OF PUBLIC HEARING, File Number PLN-T3-2025-00004 (Preliminary Plat for Peach Tree Estates III Phases 1-6) at the following location:

The western corner of the intersection of Queensgate Drive and Legacy Lane facing southeast.

  
Signed: Ryan Nelson

SIGNED AND SWORN to before me this 12th day of August, 2025, by Ryan Nelson.



  
Signature of Notary

  
Printed Name

Notary Public in and for the State of Washington,

Residing in 625 Swift Blvd. Richland, WA

My appointment expires: 09/06/2028

AFFIDAVIT OF MAILING

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

COMES NOW, Jodi Hogan, who, being first duly sworn upon oath deposes and says:

- I am an employee in the Planning & Development Department for the City of Richland.
- On the 8th day of August 2025 I mailed a copy of the attached CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING AND OPTIONAL DNS (PLN-T3-2025-00004, PLN-T3A-2025-00002, & PLN-T1-2025-00282) to the attached list of individuals via regular USPS or email on the date indicated above.

Jodi Hogan  
Signed: Jodi Hogan

SIGNED AND SWORN to before me this 8th day of August, 2025 by



Kirsten Recker

Notary Public in and for the State of Washington,

KirstenRecker

Print Name

Residing at 625 Swift Blvd. Richland, WA

My appointment expires: 09/06/2028

AFFIDAVIT OF MAILING - 1  
Notice of Closed Record Hearing attached.  
Address list attached.



AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification        | Order PO                               | Cols | Depth |
|-----------|--------------|-----------------------|----------------------------------------|------|-------|
| 51422     | IPL0261731   | Legal Ad - IPL0261731 | 2025.09.08 HE PHN<br>PLN-T3-2025-00004 | 1.0  | 79.0L |

ATTENTION: CITY OF RICHLAND/LEGALS IP  
625 SWIFT BLVD. MS-11  
RICHLAND, WA 99352  
janderson@ci.richland.wa.us;tclark@ci.richland.wa.us;purchasing@ci.richland.wa.us

CITY OF RICHLAND  
NOTICE OF APPLICATION,  
PUBLIC HEARING AND  
OPTIONAL DNS  
(PLN-T3-2025-00004,  
PLN-T3A-2025-00002, &  
PLN-T1-2025-00282)

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Date Published: Sunday, August 10, 2025  
IPL0261731  
Aug 10 2025

COUNTY OF BENTON)

SS

STATE OF WASHINGTON)

the undersigned, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, and that said newspaper was regularly distributed to its subscribers during all of this period.

1.0 insertion(s) published on:  
08/10/25 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

Amanda Rodela



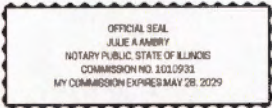
Amanda Rodela

Julie A Ambry



Sworn to and subscribed before  
me on

Aug 11, 2025, 10:20 AM ED



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX\*



**CITY OF RICHLAND  
NOTICE OF APPLICATION,  
PUBLIC HEARING AND  
OPTIONAL DNS  
(PLN-T3-2025-00004,  
PLN-T3A-2025-00002, &  
PLN-T1-2025-00282)**

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Date Published: Sunday, August 10, 2025  
IPL0261731  
Aug 10 2025



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/6/2026

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

### Subject

Resolution No. 2026-01, Authorizing an Option Agreement with Pahlisch Homes, Inc. for 90.53 Acres of Real Property located at 2851 Twin Bridges Road

**Department/Office**  
Development Services

**Ordinance/Resolution Number**  
2026-01

**Document Type**  
Resolution

### Recommended Motion

Adopt Resolution No. 2026-01, authorizing the City Manager to sign and execute an option agreement with Pahlisch Homes, Inc. for 90.53 acres of real property located at 2851 Twin Bridges Road.

### Summary

Pahlisch Homes, Inc. (Pahlisch) is proposing to purchase approximately 90.53 acres of City-owned property located west of Twin Bridges Road and south of State Route 240, generally west of the Horn Rapids Golf Course Residential Community, for the purpose of constructing a single-family residential subdivision. Pahlisch agrees to enter into a real estate option agreement with the City to purchase the property in minimum 20 acre increments over a four (4) year period, with the option to extend the agreement for up to four (4) additional one (1) year terms. The purchase price for the initial option term is \$30,000 per acre and will increase by \$1,200 per acre for each subsequent term extension. The \$30,000 per-acre price is consistent with the final per-acre purchase price under a prior real estate option agreement executed in 2021 for the Horn Rapids Golf Course residential project and exceeds the appraised value of \$25,000 per-acre based on a 2022 appraisal.

In addition to the purchase price, Pahlisch will be required to pay an annual extension deposit of \$100,000 each year to extend the agreement into additional option years. Eighty (80) percent of each extension deposit will be credited toward the next property closing, with the remaining twenty (20) percent retained by the City. A key component of the agreement includes the realignment of Twin Bridges Road through a portion of the subject property to improve its connection with State Route 240. This realignment will be incorporated into Pahlisch's design plans for its existing project development located east of Twin Bridges Road (Quail Ridge) as well as future residential development east of Twin Bridges Road. The cost to relocate the road will be shared between the City and Pahlisch. The City's share of the cost will be \$128,301.00, and will be funded through a credit applied against Pahlisch's future purchase of a portion of the City's 90.53 acres. The City's financial share of the cost to relocate Twin Bridges Road is commensurate with the public benefit of creating an improved intersection alignment in preparation for future intersection improvements.

The closing date for the first property purchase under the option agreement is January 31, 2029, with the final purchase to occur on or before December 31, 2033. Pahlisch may terminate the option agreement with or without cause, subject to the terms of the agreement. Remedies vary based on the reason for termination and may include the return of deposits made; reimbursement of closing costs; reimbursement for legal, environmental, and physical condition reports; and, title and escrow fees. The City's standard property repurchase rights will apply. No brokers were utilized in this transaction, and no brokerage fees will be incurred.

The proposed real estate option agreement was reviewed by the Economic Development Committee at its February 10, 2025 meeting, and the Committee recommends approval.

Staff recommends approval of Resolution No. 2026-01.

**Fiscal Impact**

The option agreement could generate approximately \$3,400,000 of revenue if all phases of the agreement result in land sales. Funds will be deposited into the City's Industrial Development Fund. The final fiscal impact will depend on the number of acres closed in each phase as the price per acre increases over time.

**Attachments**

1. Resolution No. 2026-01
2. Proposed Option Agreement with Pahlisch Homes, Inc.
3. Vicinity Map
4. Quitclaim Deed for Parcel Segregation



**RESOLUTION NO. 2026-01**

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,  
AUTHORIZING A REAL ESTATE OPTION AGREEMENT BY AND  
BETWEEN THE CITY OF RICHLAND AND PAHLISCH HOMES,  
INC.**

**WHEREAS**, the City of Richland is the owner of approximately ninety (90) acres of surplus property located along the south side of State Route 240 (SR-240) and west of Twin Bridges Road and the Horn Rapids Golf Course community; and

**WHEREAS**, pursuant to Chapter 3.06 of the Richland Municipal Code (RMC), the City of Richland has full authority to negotiate the sale of surplus property in the best interests of the City; and

**WHEREAS**, the aforesaid City-owned property is available for sale; and

**WHEREAS**, Pahlisch Homes, Inc. has proposed to enter into a real estate option agreement with the City for the purchase of the property as negotiated between the parties; and

**WHEREAS**, Pahlisch Homes, Inc. has agreed to purchase the ninety (90) acres of property over four (4) years with a minimum annual purchase of twenty (20) acres. The fee for the Initial Option Term and for any Extension Term is \$100,000; and

**WHEREAS**, Pahlisch Homes, Inc. has agreed to realign Twin Bridges Road to improve its connection with SR-240, and to incorporate the realigned road with its overall design of the residential community consistent with its design of the Horn Rapids Golf Course community east of Twin Bridges Road.

**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 Real Estate Option Agreement and all related documents necessary for the sale of the property to Pahlisch Homes, Inc., as described herein.

**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 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

## **OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY**

*Re: approximately 90 acres located at 2851 Twin Bridges Road*

This Option Agreement for Purchase of Real Property (this “Option Agreement”) is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026, and is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation (“Seller”), and **PAHLISCH HOMES, INC.**, a foreign profit corporation with service at 210 SW Wilson Avenue, Suite 100, Bend, OR 97702-3591 (“Purchaser”).

### **RECITALS**

**WHEREAS**, Seller owns certain Property described herein that it desires to make available for residential development purposes, and Purchaser desires to develop Property for residential development over time and in phases; and

**WHEREAS**, Seller desires to grant to Purchaser and Purchaser desires to obtain an option to purchase such Property in phases as more particularly described in this Option Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the respective agreements hereinafter set forth and for other mutual consideration the receipt of and adequacy of which are hereby acknowledged, Seller and Buyer agree as follows:

### **ARTICLE 1** **DEFINITIONS**

For the purposes of this Option Agreement, the following items shall have the following meanings:

- 1.1. **Property**: That certain Property consisting of approximately 90 acres, located at 2851 Twin Bridges Road, City of Richland, Benton County, Washington, constituting a portion of Benton County Assessor’s Tax Parcel Identification Number 1-1908-100-0010-010, identified on **Exhibit A-1** attached hereto (the “Property”);
- 1.2. **Effective Date of this Option**: This Option Agreement shall be effective on, and the term “Effective Date” shall mean, the date the last designated signatory to this Option Agreement executed this Option Agreement.
- 1.3. **“Island” Property**: That area of the Property located between the east right-of-way line of the existing Twin Bridges Road and the east right-of-way line of the proposed realignment of Twin Bridges Road.
- 1.4. **Time/Period**: The time period in which Purchaser can consider purchasing the Property. Under this Option Agreement, the time period is four (4) years from the Effective Date.
- 1.5. **Subdivision Construction Plans**: Means the proposed facilities and infrastructure of a land development, including but not limited to the streets, sidewalks, streetlights, fire hydrants, stormwater facilities, sanitary sewer facilities, domestic water facilities, and other utilities and facilities required by the Richland Municipal Code (RMC) to be constructed in conjunction with

any particular land division, as approved by the necessary city departments.

## **ARTICLE 2**

### **OPTION TERMS**

2.1 Grant of Option. Seller hereby grants to Purchaser an option to purchase the Property (the “Option”). This Option is on the terms and conditions set forth in this Option Agreement. The purchase and sale of the Property on each exercise of this Option shall be on the terms and conditions set forth in the Purchase Agreement attached as **Exhibit C**. Promptly following mutual execution of this Option Agreement, the parties shall deliver an executed copy of this Option Agreement to the Title Company (defined below) to open escrow as to this Option Agreement and any subsequent extension notice. Seller hereby agrees to sell and grants to Purchaser exclusive options to purchase the Property, or any portion thereof, pursuant to the following First Option Term and subsequent Option Terms:

A. First Option Term: (1) Twin Bridges Road Realignment and (2) Purchase of “Island” Property.

(1) Twin Bridges Road Realignment. Currently, Twin Bridges Road forms the east property boundary of the Property as depicted in **Exhibit A-1**. Seller and Purchaser agree that Twin Bridges Road may be realigned on the Property, but the parties have not yet determined the exact location thereof (while the location of the realigned Twin Bridges Road as set forth on **Exhibit A-2** may not be the final location of the realignment, the dimensions as set forth on the realignment survey shall be consistent with the dimensions provided in the attached **Exhibit A-2**). Upon the Effective Date of this Option Agreement, Purchaser shall undertake the design, development, and construction of the realignment of Twin Bridges Road, which shall be conditioned upon completion of environmental review and satisfaction of all building, land use, and any other approvals necessary for the construction of the realignment. Purchaser acknowledges that this Option Agreement does not convey any regulatory approvals or commit Seller to any future action.

(a) Design of the realignment of Twin Bridges Road shall be completed on or before June 1, 2027, and shall be in compliance with the road design requirements of the City or Richland’s Public Works Department.

(b) Construction of the realignment of Twin Bridges Road shall be completed on or before December 31, 2028, and shall be constructed per the “Rural” road standard in compliance with the City of Richland’s Public Works Department.

(c) The City of Richland shall bear the cost and the administrative burden for the vacation of the existing segment of Twin Bridges Road right-of-way that will be realigned after the Realigned Twin Bridges Road right-of-way has been dedicated.

(d) There are no additional fees associated with the First Option Term activities beyond Purchaser’s costs to realign Twin Bridges Road and Purchaser’s purchase of the “Island” Property as described below.

(e) In connection with Purchaser’s preparation for the realignment of Twin Bridges Road, Purchaser shall consult with the City of Richland Public Works Department concerning the exact location of the realignment. If, as a result of the final survey of the realigned Twin Bridges Road, other

provisions of this Agreement are no longer correct (e.g., the relocation of the realignment changes the property size of the “Island” property and subsequently the overall purchase price for said “Island” property), Seller and Purchaser shall negotiate an amendment to this Agreement consistent with the realigned Twin Bridges Road.

(2) Purchase of “Island” Property. Concurrently with the design and construction of the realignment of Twin Bridges Road attached hereto as **Exhibit A-2**, Purchaser shall purchase the “Island” property that is the area of the Property located between the east right-of-way line of the existing Twin Bridges Road and the east right-of-way line of the proposed realignment of Twin Bridges Road. The size of the “Island” property shall be determined by the final survey for the realignment of Twin Bridges Road pursuant to Section 2.1. The purchase price of the “Island” property shall be **Thirty Thousand Dollars and no cents (\$30,000)** per acre.

(a) “Island” Property Purchase Price Credit. Purchaser shall be entitled to a credit of **One Hundred Twenty-Eight Thousand Three Hundred One dollars and no cents (\$128,301.00)** of the total purchase price for the “Island” property in consideration of Purchaser’s cost for the realignment of Twin Bridges Road.

(b) The Closing Date for the purchase of the “Island” property shall be within thirty (30) calendar days of the completion of the realignment of Twin Bridges Road and acceptance by the City of Richland Public Works Department, but no later than January 31, 2029.

B. Second, Third, and Fourth Option Terms. Purchaser shall exercise this Option Agreement over the following Option Term periods as provided below:

(1) The minimum acreage to be purchased by Purchaser during each Option Term after the First Option Term shall be twenty (20) acres.

(a) Second Option Term. Commences on January 1, 2030, and terminates on December 31, 2031. The Closing Date for the purchase of Property for the Second Option Term shall be on or before December 31, 2031.

(b) Third Option Term. Commences on January 1, 2031, and terminates on December 31, 2032. The Closing Date for the purchase of Property for the Third Option Term shall be on or before December 31, 2032.

(c) Fourth Option Term. Commences on January 1, 2032, and terminates on December 31, 2033. The Closing Date for the purchase of Property for the Fourth Option Term shall be on or before December 31, 2033.

C. Initiating of Option Terms. Purchaser may initiate each Option Term prior to the commencement of a new Option Term to which such extension option pertains by: (a) giving written notice of such extension to Seller and the Title Company (which notice shall specify the date to which the Option Term has been extended); and (b) depositing with the Title Company the following amounts (each, individually, an “Extension Deposit” and collectively, together with all interest thereon, the “Extension Deposits”) within the time periods set forth in Section 4.2 below.

D. Minimum Acreage. Purchaser must have purchased a minimum of twenty (20) acres, which shall be contiguous to the previous Initiated Option Term purchase, prior to the expiration of the current Initiated Option Term to extend the Option Term an additional year. In the event Purchaser acquires more than twenty (20) acres in an Initiated Option Term, any property in excess of twenty (2) acres shall be credited towards the twenty (20) acre requirement in subsequent Option Terms until such time as all of the excess property has been applied to the minimum requirements in the Initiated Option Terms.

E. Initiated Option Term Fee. The fee for initiating the Option Term of this Agreement into additional Option Terms shall be **One Hundred Thousand dollars and no cents (\$100,000)** due by May 31<sup>st</sup> of the year in which notice of exercising an Option Term is made.

(1) Initiated Option Term Fee Nonrefundable. The Initiated Option Term Fee is in consideration of the granting of the Option and the extension thereof. These payments shall be retained by Seller notwithstanding the expiration of the Options without exercise or the termination of this Agreement. Seller shall retain twenty percent (20%) of the Option Fees paid and the balance of the fees paid shall be applied to the Closing of the final purchase.

F. Automatic Termination. This Option Agreement shall automatically and immediately terminate without notice, and the parties shall thereafter have no further rights, claims or obligations hereunder, (i) if Purchaser fails to timely exercise this Option in accordance with the provisions of this Section 2.1 or (ii) if, prior to any exercise of the Option to purchase, Purchaser notifies Seller of Purchaser's election to terminate this Option Agreement, provided however Seller shall be afforded twenty (20) days to cure any noted defects.

## 2.2 Consideration.

A. First Option Term Deposit. The "First Option Term Deposit" for the First Option Term shall be **One Hundred Thousand and 00/100 Dollars and no cents (\$100,000)** and shall be deposited by Purchaser in escrow with Cascade Title Company, 8203 W. Quinault Avenue, Suite #10, Kennewick, Washington 99336 (the "Title Company") within fifteen (15) calendar days after the Effective Date. The Title Company shall invest the First Option Term Deposit and any Initiated Option Term Deposits in an interest-bearing account acceptable to Purchaser and interest accruing thereon shall be held for the account of Purchaser.

B. Initiated Option Term Deposits. If Purchaser properly elects to Initiate an Option Term as set forth above, then Purchaser shall deposit the applicable Initiated Option Term Deposit with the Title Company in two (2) installments as follows: (i) within three (3) business days after the first day of the applicable Initiated Option Term, Purchaser shall deposit in escrow with the Title Company one-half (1/2) of the Initiated Option Term Deposit; and (ii) within one hundred eighty (180) calendar days after the first day of the applicable Initiated Option Term, Purchaser shall deposit in escrow with the Title Company the remainder of the applicable Initiated Option Term Deposit. The First Option Term Deposit, together with any subsequent Initiated Option Term Deposits, together with all interest thereon, are sometimes collectively referred to in this Option Agreement as the "Deposit".

### 2.3 Application of Deposit.

A. If this Option is exercised in accordance with its terms by Purchaser and a Closing (as defined in the Purchase Agreement) occurs in accordance with the Purchase Agreement, the Deposit then held in escrow plus interest accrued thereon, shall be credited against the Purchase Price.

B. If, after the expiration or termination of the Due Diligence Period, this Option Agreement terminates in accordance with Section 2.1(F), Seller shall retain, and Purchaser shall not have any claim whatsoever to the Deposit or half of the extension deposits.

C. Notwithstanding the foregoing, Purchaser shall have the right to receive a return of the Deposit upon any termination of this Option Agreement pursuant to Section 3.1, Section 3.2, Section 3.3 or Section 3.4 below, or if Purchaser elects to terminate this Option Agreement due to a Seller default hereunder or if Purchaser elects to terminate the Purchase Agreement pursuant to Section 2.1(F) thereof.

## **ARTICLE 3**

### **OBLIGATIONS OF THE PARTIES DURING THE OPTION TERM**

#### 3.1 Purchaser's Right to Enter; Due Diligence.

A. Purchaser and its agents, employees, representatives and contractors shall be permitted to perform due diligence with respect to the Property from and after the Effective Date and through the date that is one hundred twenty (120) days after the Effective Date (the "Due Diligence Period"), and, if Purchaser has not terminated this Option Agreement prior to the end of the Due Diligence Period, through the remaining Option Term and any Closing Date. Through the Closing Date, Purchaser and its agents shall have the right, upon reasonable notice to Seller, at any reasonable time, to go upon the Property to inspect, examine, survey and make test borings, soil bearing tests and any other engineering, environmental, architectural or landscaping tests, drawings, investigations or surveys that Purchaser deems necessary or appropriate. At Purchaser's election, Purchaser, at Purchaser's sole cost, may obtain an ALTA survey for the Property, and shall request the Title Company to issue a Supplement (as defined in this Option Agreement) in connection therewith. Seller, or his agent, shall have the right to observe any testing by or for Purchaser, Purchaser shall promptly restore the Property to the condition that it was in prior to any such activities conducted by Purchaser.

B. Promptly following the Effective Date, Seller agrees to deliver to Purchaser all documents, instruments, contracts, agreements and other materials within Seller's possession or control relating to the ownership, operation and development of the Property. Purchaser shall have the right to make such investigations, studies and tests with respect to the Property as Purchaser deems necessary or appropriate in its sole discretion to determine the feasibility of purchasing and developing the Property. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to always have a representative present while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and



shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Option Agreement to carry, commercial general liability insurance with limits of not less than Two Million and No/100 Dollars (\$2,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries ("Claims") arising from Purchaser's inspections of the Property; provided, however, that Purchaser shall not be obligated to indemnify, protect, defend, or hold Seller harmless from any Claims to the extent arising out of or relating to any: (i) the negligent acts or omissions or the willful misconduct of Seller, its agents or representatives; (ii) hazardous or toxic materials not first placed on the Project by Purchaser; or (iii) discovery of conditions, facts or circumstances that adversely affect (or may adversely affect) the value of the Property. The foregoing indemnity obligations shall survive any termination of this Option Agreement.

C. If Purchaser determines prior to the end of the Due Diligence Period, that the results of Purchaser's review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Option Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this Section, this Option Agreement shall immediately terminate and be without any further force and effect, the Deposit shall be returned to Purchaser; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller before the end of the Due Diligence Period, the due diligence contingency set forth under this Section 3.1 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

D. If Purchaser does not exercise the Option and this Option Agreement terminates, then Purchaser shall provide to Seller any non-confidential, completed third-party reports on the legal or physical condition of the Property; however, if Purchaser terminates this Option Agreement pursuant to Section 3.4 below, then Seller shall reimburse Purchaser for the cost of the foregoing reports if Seller desires to receive such copies.

### 3.2 Condition of Title.

A. Within five (5) business days following the Effective Date, Seller, at its sole cost and expense, shall order from the Title Company and furnish to Purchaser at Seller's sole cost and expense (i) a current preliminary title report on the Real Property, issued by the Title Company, accompanied by copies of all documents referred to in the report and all vesting deeds; and (ii) a copy of the most recent tax bill for the Real Property, including information regarding any assessments affecting the Real Property (collectively, the "Preliminary Report"); and (iii) copies of all existing and proposed easements, covenants, restrictions, agreements or other documents which affect title to the Property and which are not disclosed by the Preliminary Report. Purchaser shall deliver to Seller and the Title Company written notice ("Purchaser's Title Notice"), within forty-five (45) days after receipt of the Preliminary Report and related materials listed above, identifying what exceptions to title, if any, will be accepted by Purchaser. Seller shall have five (5) days after receipt of Purchaser's objections to give Purchaser: (i) evidence satisfactory to Purchaser of the removal of all objectionable exemptions from title or Seller's agreement that said exemptions will be removed on or before the applicable Closing Date; or (ii) notice

that Seller elects not to cause such exemptions to be removed. Seller's failure to deliver the notice described in the preceding sentence shall be deemed to be Seller's election pursuant to clause (ii) of such sentence not to cause such exceptions to be removed. If Seller gives (or is deemed to give) Purchaser notice under clause (ii), Purchaser may elect to terminate this Option Agreement. If Purchaser elects to terminate, then this Option Agreement shall terminate, in which event Seller shall pay any title and escrow fees, the Title Company shall immediately return the Deposit, plus all interest thereon to Purchaser and neither party shall have any further rights or obligations hereunder.

3.3 Covenants and Warranties of Seller Concerning the Property. Seller covenants, warrants and represents to Purchaser that all of the representations and warranties set forth in Section 8.2 of the Purchase Agreement are true and correct, and will be correct as of the Closing Date. Seller agrees to operate and maintain the Property in accordance with the provisions of Section 8.1 of the Purchase Agreement, which provisions are hereby incorporated by reference into this Option Agreement. Without limiting the foregoing, Seller represents and warrants to Purchaser as of the Effective Date, each Option exercise date and each Closing Date, that the execution and delivery of this Option Agreement by Seller and any Purchase Agreement thereafter and any transfer of the Property contemplated therein has been irrevocably approved by the City Council of the City of Richland and that no further approval is required in connection with the foregoing and that such approval is binding upon the City of Richland and all future City Councils. Seller further represents and warrants that Seller has full power and authority to enter into and carry out the terms and provisions of this Option Agreement, any Purchase Agreement executed thereafter and any transfer of the Property contemplated therein, and to execute and deliver all documents which are contemplated by this Option Agreement and any Purchase Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Option Agreement, and Purchase Agreement and such other documents have been taken.

3.4 Development of the Property. Seller agrees to reasonably cooperate with Purchaser's proposed development of the Property. The Deposit shall be refunded if, at its sole discretion, Purchaser terminates this Option Agreement because it deems the Property to be unsuitable due to environmental issues pursuant to Section 3.1 of this Option Agreement.

3.5 Seller and Purchaser acknowledge that the design, development and construction of the property under this Option Agreement requires timely review and response from Seller pursuant to the requirements of the Richland Municipal Code and timely responsiveness and cooperation from Purchaser in connection with the design review process. The Parties agree that efficient communication between all concerned is necessary to resolve design issues in a timely manner.

## **ARTICLE 4**

### **TERMS OF PURCHASE**

4.1 Effect of Exercise. If Purchaser exercises an Option, then Purchaser shall purchase, and Seller shall sell the applicable Phase of the Property to Purchaser, upon the terms and conditions set forth in the Purchase Agreement.

4.2 Purchase Price. The purchase price as to each Initiated Term, is subject to reduction by any credits due Purchaser pursuant to the Purchase Agreement and any adjustment pursuant to this Option Agreement (the "Purchase Price"), and subject to prorations and the allocation of costs and expenses

set forth in the Purchase Agreement, is as follows:

A. The total purchase price for the “Island” Property in the First Option Term shall be Thirty Thousand dollars and no cents (\$30,000) per acre (the “Purchase Price”) The Purchase Price for the First Option Term and all subsequent Initiated Option Terms shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company (the “Title Company”) at Closing.

B. Second Initiated Option Term Purchase Price. If Purchaser exercises the Option and Closes on the First Option Term Property on or before June 30, 2030, the purchase price for the Property shall be [First Option Term Purchase Price + \$1,200/acre].

C. Third Initiated Option Term Purchase Price. If Purchaser exercises the Option and Closes on the Second Initiated Term Property on or before June 30, 2031, the purchase price for the Property shall be [Second Initiated Option Term Price + \$1,200/acre].

D. Fourth Initiated Option Term Purchase Price. If Purchaser exercises the Option and Closes on the Third Initiated Term Property on or before June 30, 2032, the purchase price for the Property shall be [Third Initiated Option Term Price + \$1,200/acre].

4.3 Zoning Map Amendment. Seller and Purchaser intend that the Property will be developed with residential uses under this Agreement. Seller and Purchaser both understand and agree that portions of the Property are currently zoned Agriculture and Parks & Public Facilities, and that the development of residential uses on these portions of the Property are not consistent with the respective underlying zoning classification. Purchaser acknowledges that an amendment to the City of Richland’s Zoning Map will be required to change the Agriculture and Parks & Public Facilities zoning districts to Residential R-3, consistent with the zoning classification of the adjacent Horn Rapids Golf Course Community. Said amendment to the Zoning Map will be at the sole risk, cost, and expense of Purchaser.

4.4 Grant of Temporary Slope and Construction Easement. Seller hereby grants to Purchaser a nonexclusive Temporary Slope and Construction Easement, attached as **Exhibit B**, over and across approximately thirty (30) feet of the northern portion of the adjacent City-owned property, commonly known as the former Richland Irrigation Canal property, to perform any and all work necessary to complete the construction of Purchaser’s residential development project on the Property, including but not limited to locating, constructing, improving, securing with fencing, grading, slope construction, landscaping, and other necessary work, including the operation of equipment and the movement of a workforce over, upon and across the Easement Area, together with the right of ingress and egress and the right to occupy the same. The terms and conditions of the Temporary Slope and Construction Easement are attached hereto in **Exhibit B** and made a part hereof.

A. Term of Temporary Slope and Construction Easement. The term of the Temporary Slope and Construction Easement provided by this Agreement shall automatically terminate the day after the City of Richland issues a Certificate of Occupancy for the final house constructed on the Property that is located adjacent to the slope easement or 20, whichever occurs first.

4.5 Purchaser's Obligation to Construct Roads and Utilities. Upon the Effective Date of this Agreement, Purchaser shall, at its sole cost and expense, undertake the design, development, and construction of roads and utilities to serve Purchaser's property, which shall be conditioned upon completion of SEPA review and satisfaction of all Building, Land Use, Right-Of-Way Construction, and any other approvals necessary for the construction of roads and utilities. Purchaser acknowledges that this Agreement does not convey any regulatory approvals or commit Seller to any future actions.

## **ARTICLE 5**

### **GENERAL PROVISIONS**

5.1 Notices. Any notice, consent or approval required or permitted to be given under this Option Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery or (ii) one (1) day after being deposited with Federal Express or another reliable overnight courier service, or (iii) on the date transmitted by email, and addressed as follows:

**If to Seller:** City of Richland  
Economic Development Division  
625 Swift Blvd., MS-18  
Richland, Washington 99352  
Attn: Mandy Wallner, Economic Development Manager  
Phone: 509.942.7595  
Email: [mwallner@richlandwa.gov](mailto:mwallner@richlandwa.gov)

With a copy to: City of Richland  
City Attorney  
625 Swift Blvd., MS-07  
Richland, Washington 99352  
Attn: Heather Kintzley  
Phone: 509.942.7385  
Email: [hkintzley@richlandwa.gov](mailto:hkintzley@richlandwa.gov)

**If to Purchaser:** Pahlisch Homes, Inc.  
1285 SW 68th Avenue  
Tigard, Oregon 97223  
Attn: Mike Morse  
Phone: 503.317.6500

or such other address as either party may from time to time specify in writing to the other.

5.2 Brokerage Commissions. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein. If any broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same. The provisions of this paragraph shall survive the expiration or termination of this Option Agreement.

5.3 Assignment. This Option Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Purchaser shall have the right, with notice to Seller, to assign its right, title and interest in and to this Option Agreement to one or more affiliates or a direct or indirect subsidiaries of Purchaser, and in such event, the party originally designated as Purchaser shall be relieved of any and all obligations under this Option Agreement and any other instruments executed pursuant hereto, and such assignee(s) shall be substituted in its place.

5.4 Miscellaneous. Time is of the essence of this Option Agreement. This Option Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any provision of this Option Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Option Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect. This Option Agreement and the exhibits hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof. In the event a dispute arises concerning the performance, meaning or interpretation of any provision of this Option Agreement, the defaulting party or the party not prevailing in such dispute shall pay all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and attorneys' fees. Each party hereto agrees to execute and deliver such other and further instruments and documents as may reasonably be requested by the other to carry out this Option Agreement. Each party hereto covenants to use reasonable efforts to cause satisfaction of all conditions to its obligation under this Option Agreement, and to exercise good faith in fulfilling its obligations under this Option Agreement.

5.5 Right to Repurchase.

A. First Option Term and Subsequent Initiated Option Terms Right to Repurchase.

(1) If Purchaser (a) fails to submit an application to Seller for approval of subdivision construction plans within six (6) months of Closing on any purchase of Property in the Initial Option Term or any subsequent Initiated Option Term; (b) does not initiate construction (i.e. completion of infrastructure sufficient to finalize the plat, installing utilities, or have not obtained a suitable security instrument to ensure the same) within eighteen (18) months of Closing on each respective purchase of Property; or (c) offers to sell or enters into an agreement to sell any portion of the purchased Property without building the subdivision development thereon, Seller reserves the right to reclaim title to all (but not less than all) of the Property then purchased by Purchaser through repurchase (the Right to Repurchase") by delivering written notice to Purchaser of such election within thirty (30) days of the foregoing date.

(2) Seller shall reclaim such Property by refunding, without interest, the original Purchase Price identified herein for the Property and reimbursing to Purchaser any out-of-pocket costs incurred by Purchaser for the engineering, design, permitting and construction of any Infrastructure Improvements.

(3) Purchaser and Seller shall each pay for one half of the closing costs related to Seller's repurchase of the Property.

(4) Purchaser agrees to re-convey fee title to Seller within sixty (60) days of receipt of notification of Seller's election to exercise its Right to Repurchase.

(5) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. Seller shall be under no obligation to exercise this Right to Repurchase.

(6) This Right to Repurchase right shall survive Closing as to any Property and the delivery of the applicable Deeds.

(7) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum of Repurchase Right may be recorded by Seller in the real property records of Benton County, Washington as to such Property. If the Memorandum of Repurchase Right is recorded, Seller and Purchaser agree to execute a Termination of Repurchase Right upon the expiration of the Right to Repurchase.

(8) Seller agrees that the Right to Repurchase shall be void, terminated and of no further force and effect immediately upon Purchaser's satisfaction of the Repurchase Right Condition.

IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the date first set forth above.

**CITY OF RICHLAND – SELLER**

**PAHLISCH HOMES, INC. – PURCHASER**

\_\_\_\_\_  
By: Jon Amundson, ICMA-CM  
Its: City Manager

\_\_\_\_\_  
By: Matt Nelson  
Its: Chief Executive Officer

Approved as to Form:

\_\_\_\_\_  
By: Heather Kintzley, City Attorney



**EXHIBIT A-1 TO THE OPTION AGREEMENT**

Legal Description

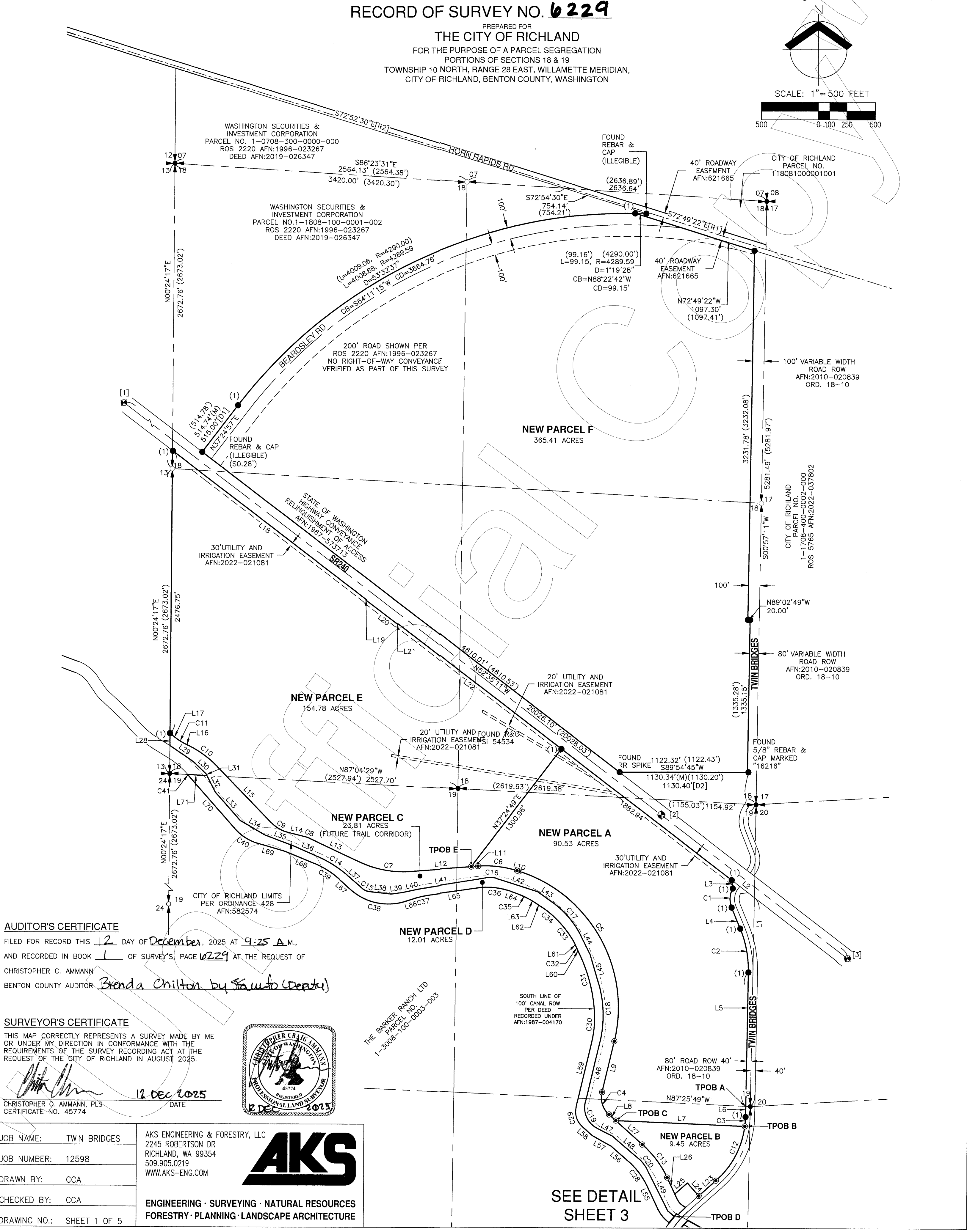
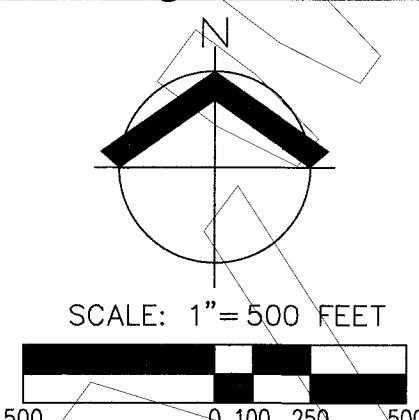
Parcel A of Record of Survey No. 6229, recorded under Auditor's File No. 2025-029992, Records of Benton County, Washington.

Record Survey No. 6229 attached for depiction reference.

Draft

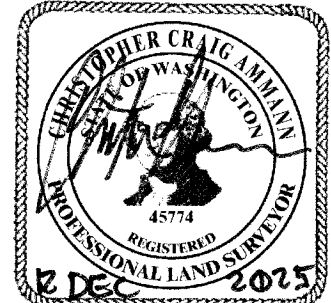
RECORD OF SURVEY NO. **6229**

PREPARED FOR  
**THE CITY OF RICHLAND**  
FOR THE PURPOSE OF A PARCEL SEGREGATION  
PORTIONS OF SECTIONS 18 & 19  
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,  
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



**AUDITOR'S CERTIFICATE**  
FILED FOR RECORD THIS 12 DAY OF December, 2025 AT 9:25 A.M.,  
AND RECORDED IN BOOK 1 OF SURVEYS, PAGE 6229 AT THE REQUEST OF  
CHRISTOPHER C. AMMANN  
BENTON COUNTY AUDITOR Brenda Chilton by SAULTO (Deputy)

**SURVEYOR'S CERTIFICATE**  
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME  
OR UNDER MY DIRECTION IN CONFORMANCE WITH THE  
REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE  
REQUEST OF THE CITY OF RICHLAND IN AUGUST 2025.  
  
CHRISTOPHER C. AMMANN, PLS. DATE 12 DEC 2025  
CERTIFICATE NO. 45774



|              |              |                                                                                                               |
|--------------|--------------|---------------------------------------------------------------------------------------------------------------|
| JOB NAME:    | TWIN BRIDGES | <br><b>AKS</b><br>ENGINEERING · SURVEYING · NATURAL RESOURCES<br>FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE |
| JOB NUMBER:  | 12598        |                                                                                                               |
| DRAWN BY:    | CCA          |                                                                                                               |
| CHECKED BY:  | CCA          |                                                                                                               |
| DRAWING NO.: | SHEET 1 OF 5 |                                                                                                               |

SEE DETAIL  
SHEET 3

Pg 2 of 5

RECORD OF SURVEY NO. **6229**

PREPARED FOR  
**THE CITY OF RICHLAND**  
FOR THE PURPOSE OF A PARCEL SEGREGATION  
PORTIONS OF SECTIONS 18 & 19  
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,  
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

**NEW PARCEL A**

| Line Table |          |             | Line Table |          |             |
|------------|----------|-------------|------------|----------|-------------|
| Line #     | Length   | Direction   | Line #     | Length   | Direction   |
| L1         | 1826.85' | S0°57'17"W  | L7         | 1133.26' | N87°39'49"W |
| L2         | 251.27'  | S52°35'11"E | L8         | 80.67'   | N48°19'35"W |
| L3         | 73.74'   | S7°27'46"E  | L9         | 458.05'  | N13°24'11"E |
| L4         | 200.41'  | S22°26'00"E | L10        | 21.04'   | N72°24'01"W |
| L5         | 1171.59' | S0°57'17"W  | L11        | 59.71'   | S85°32'11"W |
| L6         | 93.32'   | S0°58'12"W  |            |          |             |

| Curve Table |         |         |           |             |              |
|-------------|---------|---------|-----------|-------------|--------------|
| Curve #     | Length  | Radius  | Delta     | CH. BEARING | CH. DISTANCE |
| C1          | 171.43  | 189.98  | 51°42'07" | S3°25'03"W  | 165.68       |
| C2          | 391.83  | 959.91  | 23°23'17" | S10°44'21"E | 389.12       |
| C3          | 82.30   | 759.93  | 6°12'19"  | S4°04'22"W  | 82.26        |
| C4          | 215.48  | 200.00  | 61°43'46" | N17°27'42"W | 205.21       |
| C5          | 1871.94 | 1250.00 | 85°48'12" | N29°29'55"W | 1701.86      |
| C6          | 346.57  | 900.00  | 22°03'49" | N83°25'55"W | 344.44       |

**NEW PARCEL B**

| Line Table |          |             |
|------------|----------|-------------|
| Line #     | Length   | Direction   |
| L7         | 1133.26' | N87°39'49"W |
| L23        | 201.12'  | S48°35'12"W |
| L24        | 149.99'  | N41°24'48"W |
| L25        | 147.08'  | S48°35'12"W |
| L26        | 159.05'  | N25°31'22"W |
| L27        | 311.46'  | N48°19'35"W |

| Curve Table |        |        |           |             |              |
|-------------|--------|--------|-----------|-------------|--------------|
| Curve #     | Length | Radius | Delta     | CH. BEARING | CH. DISTANCE |
| C12         | 549.25 | 759.93 | 41°24'41" | S27°52'52"W | 537.37       |
| C13         | 365.00 | 889.94 | 23°29'57" | N37°16'21"W | 362.45       |

**NEW PARCEL C (WEST)**

| Line Table |         |             |
|------------|---------|-------------|
| Line #     | Length  | Direction   |
| L8         | 80.67'  | N48°19'35"W |
| L9         | 458.05' | N13°24'11"E |
| L10        | 21.04'  | N72°24'01"W |
| L11        | 59.71'  | S85°32'11"W |
| L12        | 524.66' | S85°32'11"W |
| L13        | 483.84' | N65°00'56"W |
| L14        | 146.38' | N75°47'27"W |
| L15        | 684.30' | N43°58'54"W |
| L16        | 12.43'  | N64°29'30"W |
| L17        | 52.00'  | N50°25'37"W |
| L26        | 159.05' | N25°31'22"W |
| L27        | 311.46' | N48°19'35"W |
| L28        | 108.71' | N0°24'17"E  |
| L29        | 252.40' | S55°37'05"E |
| L30        | 151.84' | S46°13'05"E |
| L31        | 16.19'  | S26°48'42"E |
| L32        | 160.90' | S26°48'42"E |
| L33        | 333.18' | S41°07'29"E |
| L34        | 248.71' | S59°45'23"E |
| L35        | 271.46' | S69°24'43"E |

| Line Table |         |             |
|------------|---------|-------------|
| Line #     | Length  | Direction   |
| L36        | 234.07' | S66°19'52"E |
| L37        | 180.68' | S49°00'06"E |
| L38        | 194.83' | S83°24'54"E |
| L39        | 103.61' | N82°08'10"E |
| L40        | 145.59' | N77°47'39"E |
| L41        | 594.50' | N80°36'31"E |
| L42        | 376.32' | S72°24'01"E |
| L43        | 156.36' | S54°48'31"E |
| L44        | 182.42' | S26°36'39"E |
| L45        | 260.18' | S16°22'43"E |
| L46        | 546.18' | S13°19'19"W |
| L47        | 150.25' | S63°10'34"E |
| L48        | 303.73' | S49°45'21"E |
| L49        | 405.54' | S27°00'36"E |
| L50        | 74.19'  | S50°24'33"E |
| L51        | 2.67'   | S61°06'41"E |
| L52        | 10.58'  | N48°35'12"E |
| L53        | 30.47'  | N61°06'41"W |
| L54        | 56.28'  | N25°31'22"W |

| Curve Table |         |         |           |             |              |
|-------------|---------|---------|-----------|-------------|--------------|
| Curve #     | Length  | Radius  | Delta     | CH. BEARING | CH. DISTANCE |
| C4          | 215.48  | 200.00  | 61°43'46" | N17°27'42"W | 205.21       |
| C5          | 1871.94 | 1250.00 | 85°48'12" | N29°29'55"W | 1701.86      |
| C6          | 346.57  | 900.00  | 22°03'49" | N83°25'55"W | 344.44       |
| C7          | 462.57  | 900.00  | 29°26'53" | N79°44'23"W | 457.50       |
| C8          | 56.42   | 300.00  | 10°46'31" | N70°24'11"W | 56.34        |
| C9          | 166.55  | 300.00  | 31°48'33" | N59°53'10"W | 164.42       |
| C10         | 322.17  | 900.00  | 20°30'36" | N54°14'12"W | 320.45       |
| C11         | 122.74  | 500.00  | 14°03'54" | N57°27'34"W | 122.43       |
| C14         | 302.46  | 1000.00 | 17°19'46" | N57°39'59"W | 301.30       |
| C15         | 60.06   | 100.00  | 34°24'48" | N66°12'30"W | 59.16        |
| C16         | 94.22   | 200.00  | 26°59'28" | N85°53'45"W | 93.35        |
| C17         | 393.71  | 800.00  | 28°11'51" | N40°42'35"W | 389.75       |
| C18         | 518.37  | 1000.00 | 29°42'02" | N1°31'42"W  | 512.59       |
| C19         | 267.03  | 200.00  | 76°29'53" | N24°55'38"W | 247.63       |
| C20         | 119.10  | 300.00  | 22°44'45" | N38°22'58"W | 118.32       |
| C21         | 29.17   | 854.92  | 1°57'17"  | S41°40'48"W | 29.16        |
| C22         | 12.70   | 199.97  | 3°38'15"  | S59°17'34"E | 12.69        |
| C23         | 83.66   | 839.92  | 5°42'24"  | S45°44'00"W | 83.62        |
| C24         | 68.31   | 109.97  | 35°35'19" | S43°19'01"E | 67.21        |

**NEW PARCEL C (EAST)**

| Line Table |         |             |
|------------|---------|-------------|
| Line #     | Length  | Direction   |
| L74        | 330.66' | N61°06'41"W |
| L75        | 23.83'  | S32°07'49"E |
| L76        | 163.99' | S0°58'12"W  |
| L77        | 59.53'  | N32°07'49"W |
| L78        | 351.71' | N61°06'41"W |

| Curve Table |        |        |           |             |              |
|-------------|--------|--------|-----------|-------------|--------------|
| Curve #     | Length | Radius | Delta     | CH. BEARING | CH. DISTANCE |
| C42         | 303.46 | 599.94 | 28°58'52" | N46°37'15"W | 300.24       |
| C43         | 102.38 | 499.96 | 11°43'59" | S37°59'48"E | 102.20       |
| C44         | 252.88 | 499.94 | 28°58'52" | N46°37'15"W | 250.19       |
| C45         | 102.27 | 744.92 | 7°51'58"  | S40°46'30"W | 102.19       |

**NEW PARCEL E**

| Line Table |         |             |
|------------|---------|-------------|
| Line #     | Length  | Direction   |
| L12        | 524.66' | S85°32'11"W |
| L13        | 483.84' | N65°00'56"W |
| L14        | 146.38' | N75°47'27"W |
| L15        | 684.30' | N43°58'54"W |
| L16        | 12.43'  | N64°29'30"W |
| L17        | 52.00'  | N50°25'37"W |
| L19        | 5.00'   | S37°24'49"W |
| L20        | 350.00' | S52°35'11"E |
| L21        | 5.00'   | S37°24'49"W |

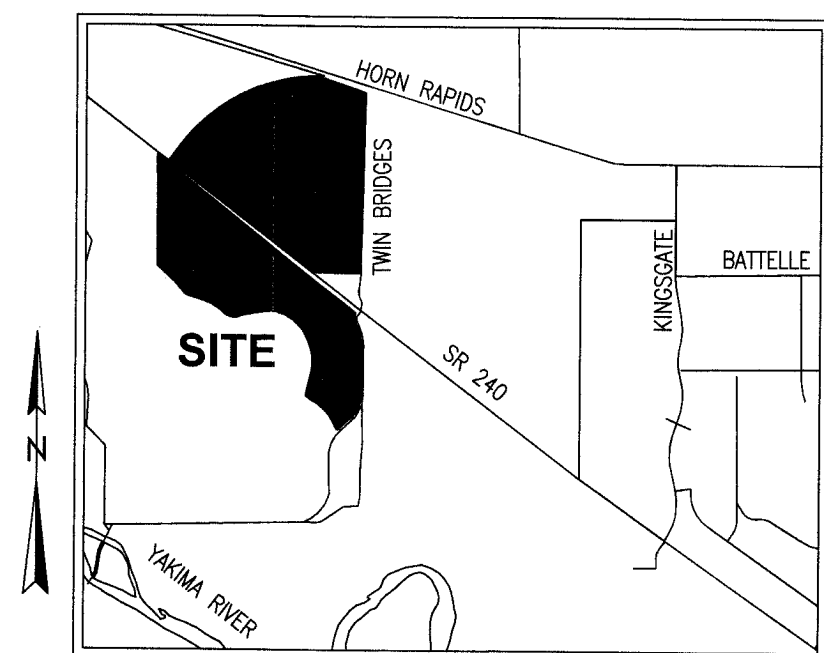
| Curve Table |        |        |           |             |              |
|-------------|--------|--------|-----------|-------------|--------------|
| Curve #     | Length | Radius | Delta     | CH. BEARING | CH. DISTANCE |
| C7          | 462.57 | 900.00 | 29°26'53" | N79°44'23"W | 457.50       |
| C8          | 56.42  | 300.00 | 10°46'31" | N70°24'11"W | 56.34        |
| C9          | 166.55 | 300.00 | 31°48'33" | N59°53'10"W | 164.42       |
| C10         | 322.17 | 900.00 | 20°30'36" | N54°14'12"W | 320.45       |
| C11         | 122.74 | 500.00 | 14°03'54" | N57°27'34"W | 122.43       |

UNITS OF MEASURE: US  
SURVEY FEET GRID  
DISTANCES. MULTIPLY  
GRID DISTANCES BY A  
COMBINED SCALE FACTOR  
OF 1.000096628 TO  
ACHIEVE GROUND  
DISTANCES.

**NEW PARCEL D**

| Line Table |         |             | Line Table |         |             |
|------------|---------|-------------|------------|---------|-------------|
| Line #     | Length  | Direction   | Line #     | Length  | Direction   |
| L32        | 160.90' | S26°48'42"E | L50        | 74.19'  | S50°24'33"E |
| L33        | 333.18' | S41°07'29"E | L55        | 215.33' | S25°31'22"E |
| L34        | 248.71' | S59°45'23"E | L56        | 195.99' | S49°01'20"E |
| L35        | 271.46' | S69°24'43"E | L57        | 189.04' | S61°21'21"E |
| L36        | 234.07' | S66°19'52"E | L58        | 121.75' | S48°17'12"E |
| L37        | 180.68' | S49°00'06"E | L59        | 577.24' | S13°24'11"W |
| L38        | 194.83' | S83°24'54"E | L60        | 35.26'  | S25°18'56"E |
| L39        | 103.61' | N82°08'10"E | L61        | 29.29'  | S23°50'01"E |
| L40        | 145.59' | N77°47'39"E | L62        | 82.90'  | S66°34'57"E |
| L41        | 594.50' | N80°36'31"E | L63        | 19.62'  | S60°56'18"E |
| L42        | 376.32' | S72°24'01"E | L64        | 38.92'  | S70°23'58"E |
| L43        | 156.36' | S54°48'31"E | L65        | 407.30' | N81°38'31"E |
| L44        | 182.42' | S26°36'39"E | L66        | 85.49'  | N73°01'44"E |
| L45        | 260.18' | S16°22'43"E | L67        | 120.71' | N47°31'00"W |
| L46        | 546.18' | S13°19'19"W | L68        | 279.88' | S67°38'01"E |
| L47        | 150.25' | S63°10'34"E | L69        | 255.57' | S73°45'37"E |
| L48        | 303.73' | S49°45'21"E | L70        | 628.82' | S41°09'23"E |
| L49        | 405.54' | S27°00'36"E | L71        | 170.23' | S87°04'29"E |

| Curve Table |        |         |           |             |              |
|-------------|--------|---------|-----------|-------------|--------------|
| Curve #     | Length | Radius  | Delta     | CH. BEARING | CH. DISTANCE |
| C14         | 302.46 | 1000.00 | 17°19'46" | N57°39'59"W | 301.30       |
| C15         | 60.06  | 100.00  | 34°24'48" | N66°12'30"W | 59.16        |
| C16         | 94.22  | 200.00  | 26°59'28" | N85°53'45"W | 93.35        |
| C17         | 393.71 | 800.00  | 28°11'51" | N40°42'35"W | 389.75       |
| C18         | 518.37 | 1000.00 | 29°42'02" | N1°31'42"W  | 512.59       |
| C19         | 267.03 | 200.00  | 76°29'53" | N24°55'38"W | 247.63       |
| C26         | 71.36  | 854.92  | 4°46'56"  | S38°18'41"W | 71.34        |
| C27         | 155.45 | 299.97  | 29°41'27" | S40°22'05"E | 153.71       |
| C28         | 287.07 | 699.93  | 23°29'57" | S37°16'21"E | 285.06       |
| C29         | 183.02 | 169.98  | 61°41'18" | S17°26'30"E | 174.30       |
| C30         | 301.30 | 949.91  | 18°10'25" | S4°18'59"W  | 300.04       |
| C31         | 511.13 | 1361.65 | 21°30'26" | S15°31'26"E | 508.13       |
| C32         | 27.06  | 841.18  | 1°50'34"  | S25°13'49"E | 27.05        |
| C33         | 250.34 | 896.23  | 16°00'14" | S36°37'19"E | 249.52       |
| C34         | 187.02 | 776.69  | 13°47'46" | S50°43'21"E | 186.57       |
| C35         | 156.85 | 949.91  | 9°27'39"  | S65°40'08"E | 156.68       |
| C36         | 304.95 | 624.94  | 27°57'31" | S84°22'43"E | 301.94       |
| C37         | 147.32 | 980.00  | 8°36'47"  | N77°20'08"E | 147.18       |
| C38         | 518.84 | 500.00  | 59°27'16" | S77°14'38"E | 495.87       |
| C39         | 263.33 | 750.00  | 20°07'01" | S57°34'31"E | 261.98       |
| C40         | 227.62 | 400.00  | 32°36'14" | S57°27'30"E | 224.56       |
| C41         | 5.64   | 800.00  | 0°24'14"  | N41°21'29"W | 5.64         |



VICINITY MAP  
NTS

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS 12<sup>th</sup> DAY OF December, 2025 AT 9:25 A.M.,  
AND RECORDED IN BOOK 1 OF SURVEY'S, PAGE 6229 AT THE REQUEST OF  
CHRISTOPHER C. AMMANN  
BENTON COUNTY AUDITOR Brenda Chilton by [Signature]

**SURVEYOR'S CERTIFICATE**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME  
OR UNDER MY DIRECTION IN CONFORMANCE WITH THE  
REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE  
REQUEST OF THE CITY OF RICHLAND IN AUGUST 2025.

[Signature] 12 DEC 2025  
CHRISTOPHER C. AMMANN, PLS  
CERTIFICATE NO. 45774 DATE



|              |              |                                                                                                               |
|--------------|--------------|---------------------------------------------------------------------------------------------------------------|
| JOB NAME:    | TWIN BRIDGES | AKS ENGINEERING & FORESTRY, LLC<br>2245 ROBERTSON DR<br>RICHLAND, WA 99354<br>509.905.0219<br>WWW.AKS-ENG.COM |
| JOB NUMBER:  | 12598        |                                                                                                               |
| DRAWN BY:    | CCA          |                                                                                                               |
| CHECKED BY:  | CCA          |                                                                                                               |
| DRAWING NO.: | SHEET 2 OF 5 | ENGINEERING · SURVEYING · NATURAL RESOURCES<br>FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE                   |





Pg 3 of 5

## RECORD OF SURVEY NO. 6229

PREPARED FOR  
**THE CITY OF RICHLAND**  
FOR THE PURPOSE OF A PARCEL SEGREGATION  
PORTIONS OF SECTIONS 18 & 19  
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,  
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

### EXISTING PARCEL DESCRIPTION

THAT PORTION OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING SOUTHERLY AND WESTERLY OF STATE ROUTE 240 PER CONVEYANCE RELINQUISHMENT OF ACCESS RECORDED UNDER AUDITOR'S FILE NUMBER 573713, RECORDS OF BENTON COUNTY, WASHINGTON AND LYING NORTHERLY AND EASTERLY OF THE RICHLAND IRRIGATION CANAL RIGHT-OF-WAY AS RETAINED PER DEED RECORDED UNDER AUDITOR'S FILE NUMBER 87-4170, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH:  
THAT PORTION OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING NORTHERLY AND EASTERLY OF STATE ROUTE 240 PER CONVEYANCE RELINQUISHMENT OF ACCESS RECORDED UNDER AUDITOR'S FILE NUMBER 573713, RECORDS OF BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 86°23'31" EAST ALONG THE NORTH LINE THEREOF 3,420.30 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF HORN RAPIDS ROAD; THENCE SOUTH 72°54'30" EAST ALONG SAID RIGHT-OF-WAY 754.21 FEET TO A POINT ON A CURVE WHOSE RADIUS POINT BEARS SOUTH 02°17'02" WEST 4290.00 FEET; THENCE SOUTHWESTERLY 99.16 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTHEAST THROUGH A CENTRAL ANGLE OF 01°19'28" TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHWESTERLY 4009.06 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°19'28" TO A POINT OF TANGENCY; THENCE SOUTH 37°24'57" WEST 514.78 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE 240; THENCE SOUTH 52°35'11" EAST ALONG THE NORTH LINE THEREOF 4610.53 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN THAT DEED RECORD UNDER AUDITOR'S FILE NUMBER 2018-003318, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 89°54'45" EAST ALONG THE NORTH LINE THEREOF 1122.43 FEET TO A POINT ON THE WEST LINE OF TWIN BRIDGES RIGHT-OF-WAY AS DEDICATED PER THE CITY OF RICHLAND ORDINANCE 18-10, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTHERLY ALONG THE WEST LINE THEREOF THE FOLLOWING COURSES; THENCE NORTH 00°57'11" EAST 1335.28 FEET; THENCE NORTH 89°02'49" EAST 20.00 FEET; THENCE NORTH 00°57'11" EAST 3232.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HORN RAPIDS ROAD PER ROADWAY EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 621665, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 72°49'22" WEST ALONG THE SOUTH LINE THEREOF 1097.41 FEET TO THE TRUE POINT OF BEGINNING.

ALSO TOGETHER WITH:  
THAT PORTION OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING 50.00 FEET NORTHERLY AND EASTERLY OF THE RICHLAND IRRIGATION CANAL RIGHT-OF-WAY AS RETAINED PER DEED RECORDED UNDER AUDITOR'S FILE NUMBER 87-4170, RECORDS OF BENTON COUNTY, WASHINGTON AND LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:  
COMMENCING AT THE SOUTHEASTERLY CORNER THEREOF, SAID SOUTHEAST CORNER BEARS SOUTH 00°57'11" WEST 5281.97 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE NORTH 87°04'29" WEST ALONG THE SOUTH LINE THEREOF 2003.29 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 37°24'49" WEST 1361.79 FEET TO A POINT ON THE A LINE 50.00 NORTHERLY AT RIGHT ANGLES FROM SAID RICHLAND IRRIGATION CANAL RIGHT-OF-WAY 240 AND THE TERMINUS OF SAID LINE.

EXCEPT FOR:  
THAT PORTION OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING SOUTHERLY AND WESTERLY OF STATE ROUTE 240 PER CONVEYANCE RELINQUISHMENT OF ACCESS RECORDED UNDER AUDITOR'S FILE NUMBER 573713, RECORDS OF BENTON COUNTY, WASHINGTON, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:  
COMMENCING AT THE SOUTHEASTERLY CORNER THEREOF, SAID SOUTHEAST CORNER BEARS SOUTH 00°57'11" WEST 5281.97 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE NORTH 87°04'29" WEST ALONG THE SOUTH LINE THEREOF 2003.29 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 37°24'49" EAST 480.32 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF MARGIN OF SAID STATE ROUTE 240 AND THE TERMINUS OF SAID LINE.

AND  
ALL THAT PORTION OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING SOUTHERLY AND WESTERLY OF STATE ROUTE 240 PER CONVEYANCE RELINQUISHMENT OF ACCESS RECORDED UNDER AUDITOR'S FILE NUMBER 573713, RECORDS OF BENTON COUNTY, WASHINGTON, AND LYING 50.00 FEET NORTHERLY AND EASTERLY OF THE RICHLAND IRRIGATION CANAL RIGHT-OF-WAY AS RETAINED PER DEED RECORDED UNDER AUDITOR'S FILE NUMBER 87-4170, RECORDS OF BENTON COUNTY, WASHINGTON AND LYING WESTERLY OF TWIN BRIDGES RIGHT-OF-WAY AS DEDICATED PER THE CITY OF RICHLAND ORDINANCE 18-10, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON.

### EXISTING PARCEL DESCRIPTION CONTINUED

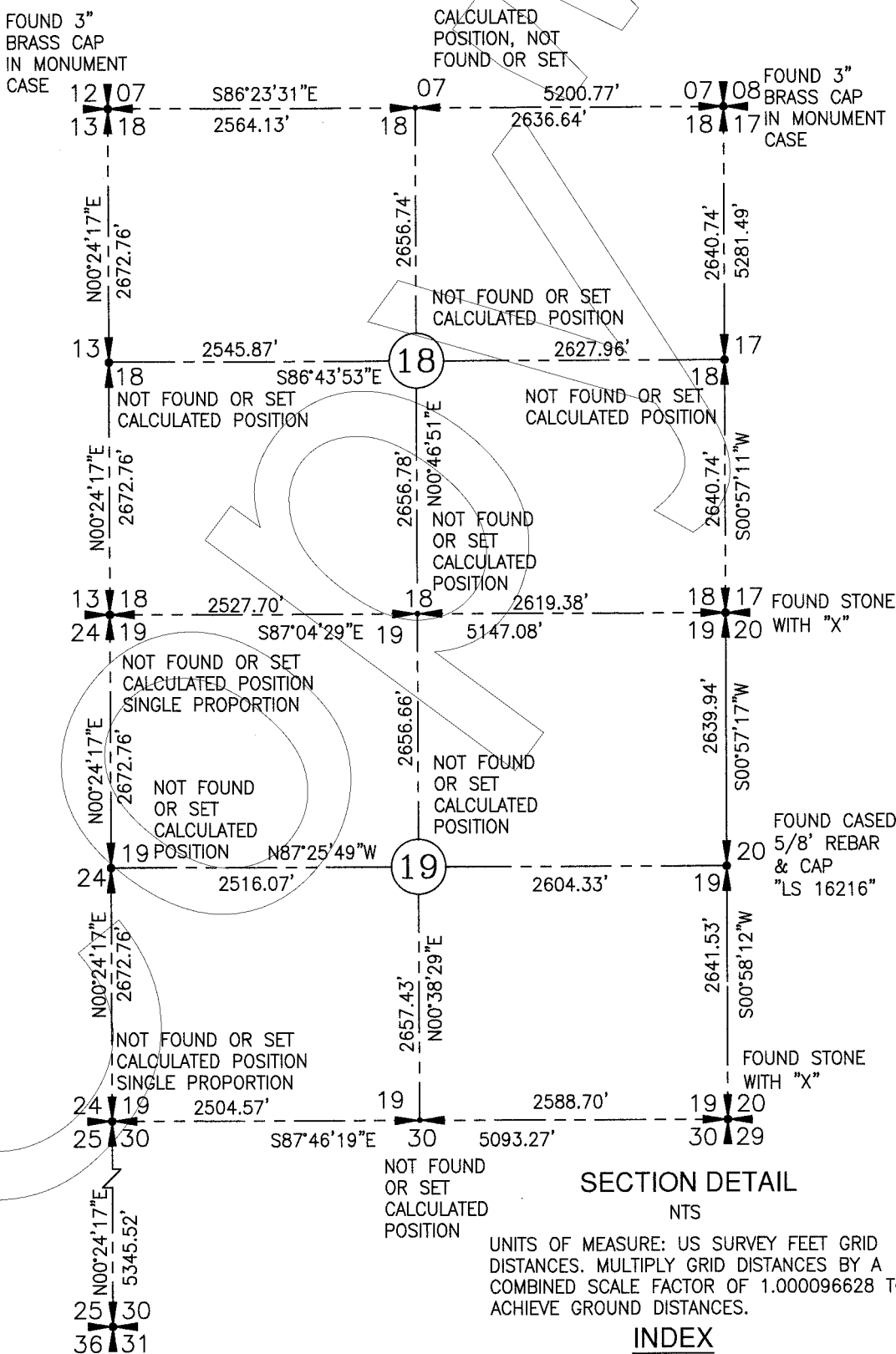
EXCEPT:  
THAT PORTION OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING 50.00 FEET NORTHERLY AND EASTERLY OF THE RICHLAND IRRIGATION CANAL RIGHT-OF-WAY AS RETAINED PER DEED RECORDED UNDER AUDITOR'S FILE NUMBER 87-4170, RECORDS OF BENTON COUNTY, WASHINGTON AND LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:  
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, SAID SOUTHEAST CORNER BEARS SOUTH 00°57'11" WEST 5281.97 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 87°04'29" WEST ALONG THE SOUTH LINE THEREOF 2003.29 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 37°24'49" WEST 1361.79 FEET TO A POINT ON A LINE 50.00 NORTHERLY AT RIGHT ANGLES FROM SAID RICHLAND IRRIGATION CANAL RIGHT-OF-WAY AND THE TERMINUS OF SAID LINE.

ALSO EXCEPT:  
THAT PORTION OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; SAID CORNER BEARS NORTH 00°58'12" EAST 2641.78 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE NORTH 87°25'49" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 40.02 FEET TO A POINT ON THE WEST RIGHT-OF-WAY MARGIN OF A PUBLIC ROAD KNOWN AS TWIN BRIDGES; THENCE SOUTH 00°58'12" WEST ALONG THE WEST RIGHT-OF-WAY THEREOF 93.33 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°37'00", HAVING A RADIUS OF 760.00 FEET AND AN ARC DISTANCE OF 631.61 FEET; THENCE SOUTH 48°35'12" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY 201.14 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 41°24'48" WEST 150.00 FEET; THENCE SOUTH 48°35'12" WEST 147.10 FEET TO A POINT 50.00 FEET NORTHERLY AT RIGHT ANGLES FROM THE RICHLAND IRRIGATION CANAL RIGHT-OF-WAY; THENCE SOUTH 25°31'22" EAST 56.28 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 35°35'19", HAVING A RADIUS OF 109.98 AND AN ARC DISTANCE OF 68.31 FEET; THENCE SOUTH 61°06'41" EAST 30.47 FEET TO THE SAID WESTERLY RIGHT-OF-WAY MARGIN OF TWIN BRIDGES; THENCE NORTH 48°35'12" EAST ALONG THE WESTERLY RIGHT-OF-WAY MARGIN THEREOF 150.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH:  
THAT PORTION OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING SOUTHERLY AND WESTERLY OF STATE ROUTE 240 PER CONVEYANCE RELINQUISHMENT OF ACCESS RECORDED UNDER AUDITOR'S FILE NUMBER 573713, RECORDS OF BENTON COUNTY, WASHINGTON, LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:  
COMMENCING AT THE SOUTHEASTERLY CORNER THEREOF, SAID SOUTHEAST CORNER BEARS SOUTH 00°57'11" WEST 5281.97 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE NORTH 87°04'29" WEST ALONG THE SOUTH LINE THEREOF 2003.29 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 37°24'49" EAST 480.32 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF MARGIN OF SAID STATE ROUTE 240 AND THE TERMINUS OF SAID LINE.

AND  
ALL THAT PORTION OF RICHLAND IRRIGATION CANAL RIGHT-OF-WAY AS RETAINED PER DEED RECORDED UNDER AUDITOR'S FILE NUMBER 87-4170, RECORDS OF BENTON COUNTY, WASHINGTON. LYING IN SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF SECTION 19 LYING WESTERLY OF TWIN BRIDGES RIGHT-OF-WAY AS DEDICATED PER THE CITY OF RICHLAND/ORDINANCE 18-10, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON AND LYING 50.00 FEET NORTHERLY AND EASTERLY OF SAID CANAL RIGHT-OF-WAY.



### SURVEYOR'S NOTES

- DATE OF SURVEY/MONUMENTS VISITED: SEPTEMBER 2021 AND APRIL 2022
- BASIS OF BEARING: NAD83(2011) WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
- UNITS OF MEASURE: US SURVEY FEET GRID DISTANCES. MULTIPLY GRID DISTANCES BY A COMBINED SCALE FACTOR OF 1.000096628 TO ACHIEVE GROUND DISTANCES. REFERENCE SURVEY DISTANCES AND LOT AREA ARE GROUND DISTANCES. MULTIPLY GROUND DISTANCES BY A COMBINED SCALE FACTOR OF 0.999903382 TO ACHIEVE SURVEYED GRID DISTANCES.
- EQUIPMENT/PROCEDURES: TOPCON GR3 GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-090.
- THE PURPOSE OF THIS SURVEY IS TO DEPICT ADJUSTED BOUNDARY LINES FOR THE CITY OF RICHLAND PROPERTY FOR FUTURE DEVELOPMENT. NO PINS WERE SET AS PART OF THIS SURVEY.
- (XXX.XX) GROUND DISTANCES.
- REFERENCE SURVEYS:

[R1] = RECORD DISTANCES/BEARINGS PER RECORD OF SURVEY 5756, AFN:2022-037802.  
[R2] = RECORD DISTANCES/BEARINGS PER RECORD OF SURVEY 3487, AFN:2005-019982.  
RECORD OF SURVEY 2220, AFN:1996-023267

### REFERENCE DEEDS:

- [D1] = AFN:2019-026347  
[D2] = AFN:2018-003318
- SET 5/8" REBAR & CAP "PERMIT SURVEY PLS 45774"
  - CALCULATED POINT AS NOTED (R#), NOT FOUND OR SET
  - FOUND PROPERTY CORNER AS NOTED
  - [1] FOUND 5/8" REBAR & CAP "PERMIT SURVEY PLS 54534"

### MONUMENT NOTES

- [1] FOUND NAIL IN MONUMENT CASE 2" BELOW SURFACE  
WSDOT POINT ID 131 ROS 4071, AFN:2010-003242
- [2] FOUND NAIL IN MONUMENT CASE 2" BELOW SURFACE  
WSDOT POINT ID 135 ROS 4071, AFN:2010-003242
- [3] FOUND NAIL IN MONUMENT CASE 2" BELOW SURFACE  
WSDOT POINT ID 138 ROS 4071, AFN:2010-003242

### AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12<sup>th</sup> DAY OF December, 2025 AT 9:25 A.M.,

AND RECORDED IN BOOK 1 OF SURVEY'S, PAGE 6229 AT THE REQUEST OF

CHRISTOPHER C. AMMANN

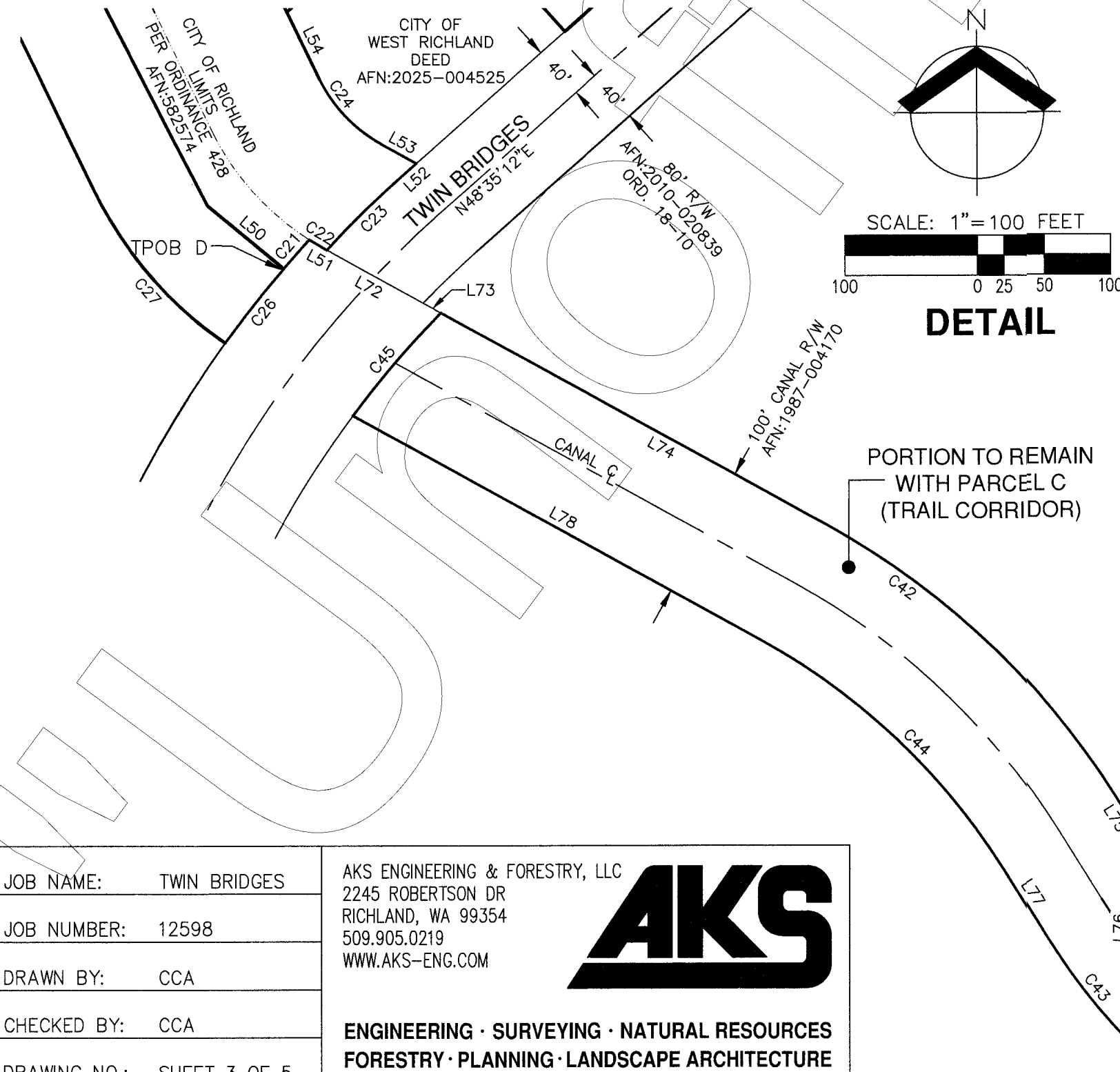
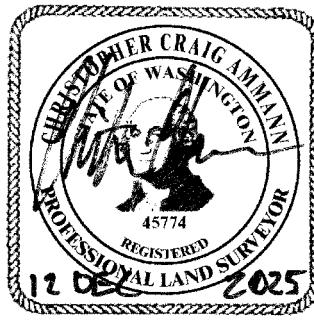
BENTON COUNTY AUDITOR Brenda Chilton by SA units (dept)

### SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF RICHLAND IN AUGUST 2025.

Christopher C. Ammann  
CHRISTOPHER C. AMMANN, PLS  
CERTIFICATE NO. 45774

12 DEC 2025  
DATE



|              |              |
|--------------|--------------|
| JOB NAME:    | TWIN BRIDGES |
| JOB NUMBER:  | 12598        |
| DRAWN BY:    | CCA          |
| CHECKED BY:  | CCA          |
| DRAWING NO.: | SHEET 3 OF 5 |

AKS ENGINEERING & FORESTRY, LLC  
2245 ROBERTSON DR  
RICHLAND, WA 99354  
509.905.0219  
WWW.AKS-ENG.COM

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FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

Pg 4 of 5

RECORD OF SURVEY NO. 0229

PREPARED FOR  
THE CITY OF RICHLAND  
FOR THE PURPOSE OF A PARCEL SEGREGATION  
PORTIONS OF SECTIONS 18 & 19  
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,  
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

NEW PARCEL DESCRIPTIONS

PARCEL A

THAT PORTION OF SECTION 18 AND 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING SOUTHERLY AND WESTERLY OF STATE ROUTE 240 PER CONVEYANCE RELINQUISHMENT OF ACCESS RECORDED UNDER AUDITOR'S FILE NUMBER 573713, RECORDS OF BENTON COUNTY, WASHINGTON AND LYING WESTERLY OF TWIN BRIDGES ROAD RIGHT-OF-WAY AS DEDICATED PER THE CITY OF RICHLAND ORDINANCE 18-10, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON; THENCE SOUTH 00°57'17" WEST ALONG THE EAST LINE THEREOF 2640.20 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 87°25'49" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID TWIN BRIDGES ROAD AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°58'12" WEST 93.33 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'19", HAVING A RADIUS OF 760.00 FEET AND AN ARC DISTANCE OF 82.31 FEET; THENCE NORTH 87°39'49" WEST 1133.37 FEET; THENCE NORTH 48°19'35" WEST 80.68 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°43'46", HAVING A RADIUS OF 200.02 FEET AND AN ARC DISTANCE OF 215.50 FEET; THENCE NORTH 13°24'11" EAST 458.12 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°48'12", HAVING A RADIUS OF 1250.12 FEET AND AN ARC DISTANCE OF 1872.12 FEET; THENCE NORTH 72°24'01" WEST 21.04 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°03'49", HAVING A RADIUS OF 900.09 FEET AND AN ARC DISTANCE OF 346.60 FEET; THENCE SOUTH 85°32'11" WEST 59.71 FEET; THENCE NORTH 37°24'49" EAST 1301.10 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE 240; THENCE SOUTH 52°35'11" EAST ALONG THE SOUTH RIGHT-OF-WAY THEREOF 1883.12 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID TWIN BRIDGES ROAD; THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE THEREOF THE FOLLOWING COURSES:

THENCE SOUTH 07°27'46" EAST 73.74 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 190.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°42'07" WITH AN ARC LENGTH OF 171.45 FEET AND A CHORD BEARING SOUTH 03°25'03" WEST A DISTANCE OF 165.70 FEET; THENCE SOUTH 22°26'00" EAST 200.43 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 960.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°23'17" WITH AN ARC LENGTH OF 391.87 FEET; THENCE SOUTH 00°57'17" WEST 1171.70 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 90.53 ACRES, MORE OR LESS.

PARCEL B

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00°57'17" WEST ALONG THE EAST LINE THEREOF 2640.20 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 87°25'49" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID TWIN BRIDGES ROAD; THENCE SOUTH 00°58'12" WEST 93.33 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'19", HAVING A RADIUS OF 760.00 FEET AND AN ARC DISTANCE OF 82.31 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHERLY ALONG SAID RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 41°24'41", HAVING A RADIUS OF 760.00 FEET AND AN ARC DISTANCE OF 549.30 FEET; THENCE SOUTH 48°35'12" WEST 201.14 FEET; THENCE NORTH 41°24'48" WEST 150.00 FEET; THENCE SOUTH 48°35'12" WEST 147.09 FEET; THENCE NORTH 25°31'22" WEST 51.39 FEET; THENCE NORTH 25°31'22" WEST 107.68 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°29'57", HAVING A RADIUS OF 890.03 FEET AND AN ARC DISTANCE OF 365.04 FEET; THENCE NORTH 48°19'35" WEST 311.49 FEET; THENCE SOUTH 87°39'49" EAST 1133.37 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.45 ACRES, MORE OR LESS

PARCEL C

THAT PORTION OF SECTION 18 AND 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING SOUTHERLY AND WESTERLY OF STATE ROUTE 240 PER CONVEYANCE RELINQUISHMENT OF ACCESS RECORDED UNDER AUDITOR'S FILE NUMBER 573713, RECORDS OF BENTON COUNTY, WASHINGTON AND LYING WESTERLY OF TWIN BRIDGES RIGHT-OF-WAY AS DEDICATED PER THE CITY OF RICHLAND ORDINANCE 18-10, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON; THENCE SOUTH 00°57'17" WEST ALONG THE EAST LINE THEREOF 2640.20 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 87°25'49" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID TWIN BRIDGES ROAD; THENCE SOUTH 00°58'12" WEST 93.33 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'19", HAVING A RADIUS OF 760.00 FEET AND AN ARC DISTANCE OF 82.31 FEET; THENCE NORTH 87°39'49" WEST 1133.37 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 48°19'35" WEST 80.68 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°43'46", HAVING A RADIUS OF 200.02 FEET AND AN ARC DISTANCE OF 215.50 FEET; THENCE NORTH 13°24'11" EAST 458.09 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°48'12", HAVING A RADIUS OF 1250.12 FEET AND AN ARC DISTANCE OF 1872.12 FEET; THENCE NORTH 72°24'01" WEST 21.04 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°03'49", HAVING A RADIUS OF 900.09 FEET AND AN ARC DISTANCE OF 346.60 FEET; THENCE SOUTH 85°32'11" WEST 584.43 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°26'53", HAVING A RADIUS OF 900.09 FEET AND AN ARC DISTANCE OF 462.61 FEET; THENCE NORTH 65°00'56" WEST 483.89 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°46'31", HAVING A RADIUS OF 300.03 FEET AND AN ARC DISTANCE OF 56.43 FEET; THENCE NORTH 75°47'27" WEST 146.39 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°48'33", HAVING A RADIUS OF 300.03 FEET AND AN ARC DISTANCE OF 166.57 FEET; THENCE NORTH 43°58'54" WEST 684.37 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°30'36", HAVING A RADIUS OF 900.09 FEET AND AN ARC DISTANCE OF 322.20 FEET; THENCE NORTH 64°29'30" WEST 12.43 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'54", HAVING A RADIUS OF 500.05 FEET AND AN ARC DISTANCE OF 122.75 FEET; THENCE NORTH 50°25'37" WEST 52.01 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 18; THENCE SOUTH 00°24'17" WEST ALONG THE WEST LINE THEREOF 108.72 FEET; THENCE SOUTH 55°37'05" EAST 252.42 FEET; THENCE SOUTH 46°13'05" EAST 151.85 FEET; THENCE SOUTH 26°48'42" EAST 16.19 FEET TO THE NORTH LINE OF SAID SECTION 19; THENCE CONTINUING SOUTH 26°48'42" EAST 160.92 FEET; THENCE SOUTH 41°07'29" EAST 333.21 FEET; THENCE SOUTH 59°45'23" EAST 248.73 FEET; THENCE SOUTH 69°24'43" EAST 271.49 FEET; THENCE SOUTH 66°19'52" EAST 234.09 FEET TO A POINT ON CURVE TO THE RIGHT; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'46", HAVING A RADIUS OF 1000.10 FEET AND AN ARC DISTANCE OF 302.49 FEET; THENCE SOUTH 49°00'06" EAST 180.70 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°24'48", HAVING A RADIUS OF 100.01 FEET AND AN ARC DISTANCE OF 60.07 FEET; THENCE SOUTH 83°24'54" EAST 194.85 FEET; THENCE NORTH 82°08'10" EAST 103.62 FEET; THENCE NORTH 77°47'39" EAST 145.60 FEET; THENCE NORTH 80°36'31" EAST 594.56 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°59'28", HAVING A RADIUS OF 200.02 FEET AND AN ARC DISTANCE OF 94.23 FEET; THENCE SOUTH 72°24'01" EAST 376.36 FEET; THENCE SOUTH 54°48'31" EAST 156.38 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°11'51", HAVING A RADIUS OF 800.08 FEET AND AN ARC DISTANCE OF 393.75 FEET; THENCE SOUTH 26°36'39" EAST 182.44 FEET; THENCE SOUTH 16°22'43" EAST 260.21 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°42'02", HAVING A RADIUS OF 1000.10 FEET AND AN ARC DISTANCE OF 518.42 FEET; THENCE SOUTH 13°19'19" WEST 546.23 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°29'53", HAVING A RADIUS OF 200.02 FEET AND AN ARC DISTANCE OF 267.06 FEET; THENCE SOUTH 63°10'34" EAST 150.26 FEET; THENCE SOUTH 49°45'21" EAST 303.76 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°44'45", HAVING A RADIUS OF 300.03 FEET AND AN ARC DISTANCE OF 119.11 FEET; THENCE SOUTH 27°00'36" EAST 405.58 FEET; THENCE SOUTH 50°24'33" EAST 74.20 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT SAID POINT ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SAID TWIN BRIDGES ROAD; THENCE NORTHERLY ALONG THE WEST LINE THEREOF THE FOLLOWING COURSES;

PARCEL C, CONTINUED

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°57'17", HAVING A RADIUS OF 855.00 FEET AND AN ARC DISTANCE OF 29.17 FEET, THE CHORD BEARING NORTH 41°40'48" EAST A DISTANCE OF 29.16 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°38'15", HAVING A RADIUS OF 199.99 FEET AND AN ARC DISTANCE OF 12.70 FEET THE CHORD BEARING SOUTH 59°17'34" EAST A DISTANCE OF 12.69 FEET; THENCE SOUTH 61°06'41" EAST 2.67 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'24", HAVING A RADIUS OF 840.00 FEET AND AN ARC DISTANCE OF 83.67 FEET, A CHORD BEARING NORTH 45°44'00" EAST A DISTANCE OF 83.62 FEET; THENCE NORTH 48°35'12" EAST 10.58 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL CONVEYED TO THE CITY OF WEST RICHLAND PER DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2025-004525, RECORDS OF BENTON COUNTY, WASHINGTON;

THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE SOUTH LINE THEREOF THE FOLLOWING COURSES;

THENCE NORTH 61°06'41" WEST 30.47 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°35'19", HAVING A RADIUS OF 109.98 FEET AND AN ARC DISTANCE OF 68.31 FEET; THENCE NORTH 25°31'22" WEST 56.29 FEET; THENCE NORTH 25°31'22" WEST 51.39 FEET; THENCE NORTH 25°31'22" WEST 107.68 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°29'57", HAVING A RADIUS OF 890.03 FEET AND AN ARC DISTANCE OF 365.04 FEET; THENCE NORTH 48°19'35" WEST 311.49 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE RICHLAND IRRIGATION CANAL RIGHT-OF-WAY AS RETAINED PER DEED RECORDED UNDER AUDITOR'S FILE NUMBER 87-4170, RECORDS OF BENTON COUNTY, WASHINGTON, WITHIN SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING WESTERLY OF TWIN BRIDGES RIGHT-OF-WAY AS DEDICATED PER THE CITY OF RICHLAND ORDINANCE 18-10, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON.

CONTAINS 23.81 ACRES, MORE OR LESS

PARCEL D

ALL THAT PORTION OF THE RICHLAND IRRIGATION CANAL RIGHT-OF-WAY AS RETAINED PER DEED RECORDED UNDER AUDITOR'S FILE NUMBER 87-4170, RECORDS OF BENTON COUNTY, WASHINGTON, WITHIN SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING WESTERLY OF TWIN BRIDGES RIGHT-OF-WAY AS DEDICATED PER THE CITY OF RICHLAND ORDINANCE 18-10, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON AND LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE SOUTHWEST CORNER OF THAT PARCEL CONVEYED TO THE CITY OF WEST RICHLAND PER DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2025-004525, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ALONG THE SOUTH LINE THEREOF THE FOLLOWING COURSES;

THENCE SOUTH 25°31'22" EAST 56.29 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°35'19", HAVING A RADIUS OF 109.98 FEET AND AN ARC DISTANCE OF 68.31 FEET; THENCE SOUTH 61°06'41" EAST 30.47 FEET TO THE WEST RIGHT-OF-WAY MARGIN OF TWIN BRIDGES ROAD; THENCE SOUTHERLY ALONG THE RIGHT-OF-WAY THEREOF THE FOLLOWING COURSES;

THENCE SOUTH 48°35'12" WEST 10.58 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'24", HAVING A RADIUS OF 840.00 FEET AND AN ARC DISTANCE OF 83.67 FEET; THENCE NORTH 61°06'41" WEST 2.67 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°38'15", HAVING A RADIUS OF 199.99 FEET AND AN ARC DISTANCE OF 12.70 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°57'17", HAVING A RADIUS OF 855.00 FEET AND AN ARC DISTANCE OF 29.17 FEET, HAVING A CHORD BEARING SOUTH 41°40'48" WEST A DISTANCE OF 29.16 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE;

THENCE NORTH 50°24'33" WEST 74.20 FEET; THENCE NORTH 27°00'36" WEST 405.58 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°44'45", HAVING A RADIUS OF 300.03 FEET AND AN ARC DISTANCE OF 119.11 FEET; THENCE NORTH 49°45'21" WEST 303.76 FEET; THENCE NORTH 63°10'34" WEST 150.26 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°29'53", HAVING A RADIUS OF 200.02 FEET AND AN ARC DISTANCE OF 267.06 FEET; THENCE NORTH 13°19'19" EAST 546.23 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°42'02", HAVING A RADIUS OF 1000.10 FEET AND AN ARC DISTANCE OF 518.42 FEET; THENCE NORTH 16°22'43" WEST 260.21 FEET; THENCE NORTH 26°36'39" WEST 182.44 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°11'51", HAVING A RADIUS OF 800.08 FEET AND AN ARC DISTANCE OF 393.75 FEET; THENCE NORTH 54°48'31" WEST 156.38 FEET; THENCE NORTH 72°24'01" WEST 376.36 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°59'28", HAVING A RADIUS OF 200.02 FEET AND AN ARC DISTANCE OF 94.23 FEET; THENCE SOUTH 80°36'31" WEST 594.50 FEET; THENCE SOUTH 77°47'39" WEST 145.60 FEET; THENCE SOUTH 82°08'10" WEST 103.62 FEET; THENCE NORTH 83°24'54" WEST 194.85 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°24'48", HAVING A RADIUS OF 100.01 FEET AND AN ARC DISTANCE OF 60.07 FEET; THENCE NORTH 49°00'06" WEST 180.70 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'46", HAVING A RADIUS OF 1000.10 FEET AND AN ARC DISTANCE OF 302.49 FEET; THENCE NORTH 66°19'52" WEST 234.09 FEET; THENCE NORTH 69°24'43" WEST 271.49 FEET; THENCE NORTH 59°45'23" WEST 248.73 FEET; THENCE NORTH 41°07'29" WEST 333.21 FEET; THENCE NORTH 26°48'42" WEST 160.92 FEET TO THE NORTH LINE OF SAID SECTION 19 AND THE TERMINUS OF SAID LINE.

CONTAINS 12.01 ACRES, MORE OR LESS.

AUDITOR'S CERTIFICATE

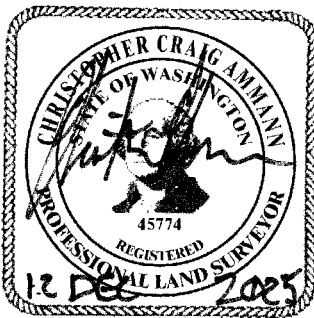
FILED FOR RECORD THIS 12 DAY OF December, 2025 AT 9:25 A.M.,  
AND RECORDED IN BOOK 1 OF SURVEY'S, PAGE 0229 AT THE REQUEST OF  
CHRISTOPHER C. AMMANN  
BENTON COUNTY AUDITOR Brenda Chilton by forwinto (Deputy)

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME  
OR UNDER MY DIRECTION IN CONFORMANCE WITH THE  
REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE  
REQUEST OF THE CITY OF RICHLAND IN AUGUST 2025.

Christopher C. Ammann  
CHRISTOPHER C. AMMANN, PLS  
CERTIFICATE NO. 45774

12 DEC 2025  
DATE



|              |              |                                                                                                                                                                                                                                                                |
|--------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| JOB NAME:    | TWIN BRIDGES | <div>AKS ENGINEERING &amp; FORESTRY, LLC<br/>2245 ROBERTSON DR<br/>RICHLAND, WA 99354<br/>509.905.0219<br/>WWW.AKS-ENG.COM</div> <div><b>AKS</b></div> <div>ENGINEERING · SURVEYING · NATURAL RESOURCES<br/>FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE</div> |
| JOB NUMBER:  | 12598        |                                                                                                                                                                                                                                                                |
| DRAWN BY:    | CCA          |                                                                                                                                                                                                                                                                |
| CHECKED BY:  | CCA          |                                                                                                                                                                                                                                                                |
| DRAWING NO.: | SHEET 4 OF 5 |                                                                                                                                                                                                                                                                |



Pg 5 of 5

RECORD OF SURVEY NO. 6229

PREPARED FOR  
THE CITY OF RICHLAND  
FOR THE PURPOSE OF A PARCEL SEGREGATION  
PORTIONS OF SECTIONS 18 & 19  
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,  
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

NEW PARCEL DESCRIPTIONS

PARCEL E

THAT PORTION OF SECTION 18 AND 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING SOUTHERLY AND WESTERLY OF STATE ROUTE 240 PER CONVEYANCE RELINQUISHMENT OF ACCESS RECORDED UNDER AUDITOR'S FILE NUMBER 573713, RECORDS OF BENTON COUNTY, WASHINGTON AND LYING WESTERLY OF TWIN BRIDGES RIGHT-OF-WAY AS DEDICATED PER THE CITY OF RICHLAND ORDINANCE 18-10, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON; THENCE SOUTH 00°57'17" WEST ALONG THE EAST LINE THEREOF 2640.20 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 87°25'49" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 40.00 FEET TO THE WEST LINE OF SAID RIGHT-OF-WAY LINE OF SAID TWIN BRIDGES ROAD; THENCE SOUTH 00°58'12" WEST 93.33 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'19", HAVING A RADIUS OF 760.00 FEET AND AN ARC DISTANCE OF 82.31 FEET; THENCE NORTH 87°39'49" WEST 1133.37 FEET; THENCE NORTH 48°19'35" WEST 80.68 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°43'46", HAVING A RADIUS OF 200.02 FEET AND AN ARC DISTANCE OF 215.50 FEET; THENCE NORTH 13°24'11" EAST 458.09 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°48'12", HAVING A RADIUS OF 1250.12 FEET AND AN ARC DISTANCE OF 1872.12 FEET; THENCE NORTH 72°24'01" WEST 21.04 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°03'49", HAVING A RADIUS OF 900.09 FEET AND AN ARC DISTANCE OF 346.60 FEET; THENCE SOUTH 85°32'11" WEST 59.71 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 85°32'11" WEST 524.71 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°26'53", HAVING A RADIUS OF 900.09 FEET AND AN ARC DISTANCE OF 462.61 FEET; THENCE NORTH 65°00'56" WEST 483.89 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°46'31", HAVING A RADIUS OF 300.03 FEET AND AN ARC DISTANCE OF 56.43 FEET; THENCE NORTH 75°47'27" WEST 146.39 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°48'33", HAVING A RADIUS OF 300.03 FEET AND AN ARC DISTANCE OF 166.57 FEET; THENCE NORTH 43°58'54" WEST 684.37 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°30'36", HAVING A RADIUS OF 900.09 FEET AND AN ARC DISTANCE OF 322.20 FEET; THENCE NORTH 64°29'30" WEST 12.43 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'54", HAVING A RADIUS OF 500.05 FEET AND AN ARC DISTANCE OF 122.75 FEET; THENCE NORTH 50°25'37" WEST 52.01 FEET TO THE WEST LINE OF SAID SECTION 18; THENCE NORTH 00°24'17" EAST ALONG THE WEST LINE THEREOF 2476.99 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE 240; THENCE ALONG THE SOUTH RIGHT-OF-WAY THEREOF THE FOLLOWING COURSE;

THENCE SOUTH 52°35'11" EAST 2141.83 FEET;  
THENCE SOUTH 37°24'49" WEST 5.00 FEET;  
THENCE SOUTH 52°35'11" EAST 350.03 FEET;  
THENCE NORTH 37°24'49" EAST 5.00 FEET;  
THENCE SOUTH 52°35'11" EAST 1803.92 FEET;  
THENCE SOUTH 37°24'49" WEST LEAVING SAID RIGHT-OF-WAY 1301.10 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 154.78 ACRES, MORE OR LESS.

PARCEL F

THAT PORTION OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING NORTHERLY AND EASTERLY OF STATE ROUTE 240 PER CONVEYANCE RELINQUISHMENT OF ACCESS RECORDED UNDER AUDITOR'S FILE NUMBER 573713, RECORDS OF BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 86°23'31" EAST ALONG THE NORTH LINE THEREOF 3420.30 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF HORN RAPIDS ROAD; THENCE SOUTH 72°54'30" EAST ALONG SAID RIGHT-OF-WAY 754.21 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 4290.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°19'28", WITH AN ARC LENGTH OF 99.16 FEET AND A CHORD BEARING NORTH 88°22'42" WEST A DISTANCE OF 99.16 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 4290.00 FEET THROUGH A CENTRAL ANGLE OF 53°32'37" WITH AN ARC LENGTH 4009.06 FEET AND A CHORD BEARING SOUTH 64°11'15" WEST A DISTANCE OF 3864.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 37°24'57" WEST 514.78 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE 240; THENCE SOUTH 52°35'11" EAST ALONG THE NORTH LINE THEREOF 4610.53 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN THAT DEED RECORD UNDER AUDITOR'S FILE NUMBER 2018-003318, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 89°54'45" EAST ALONG THE NORTH LINE THEREOF 1122.43 FEET TO A POINT ON THE WEST LINE OF TWIN BRIDGES ROAD RIGHT-OF-WAY LINE AS DEDICATED PER THE CITY OF RICHLAND ORDINANCE 18-10, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTHERLY ALONG THE WEST LINE THEREOF THE FOLLOWING COURSES; THENCE NORTH 00°57'11" EAST 1335.28 FEET; THENCE NORTH 89°02'49" WEST 20.00 FEET; THENCE NORTH 00°57'11" EAST 3232.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HORN RAPIDS ROAD PER ROADWAY EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 621665, RECORDS OF BENTON, COUNTY, WASHINGTON; THENCE NORTH 72°49'22" WEST ALONG THE SOUTH LINE THEREOF 1097.41 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 365.41 ACRES, MORE OR LESS.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12<sup>th</sup> DAY OF December, 2025 AT 9:25 A.M.,

AND RECORDED IN BOOK 1 OF SURVEY'S, PAGE 6229 AT THE REQUEST OF

CHRISTOPHER C. AMMANN

BENTON COUNTY AUDITOR Brenda Chilton by Summit (Deputy)

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF RICHLAND IN AUGUST 2025.

Christopher C. Ammann 12 DEC 2025  
CHRISTOPHER C. AMMANN, PLS DATE  
CERTIFICATE NO. 45774



|              |              |                                                                                                                                                                                                                                                                |
|--------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| JOB NAME:    | TWIN BRIDGES | <div>AKS ENGINEERING &amp; FORESTRY, LLC<br/>2245 ROBERTSON DR<br/>RICHLAND, WA 99354<br/>509.905.0219<br/>WWW.AKS-ENG.COM</div> <div><b>AKS</b></div> <div>ENGINEERING · SURVEYING · NATURAL RESOURCES<br/>FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE</div> |
| JOB NUMBER:  | 12598        |                                                                                                                                                                                                                                                                |
| DRAWN BY:    | CCA          |                                                                                                                                                                                                                                                                |
| CHECKED BY:  | CCA          |                                                                                                                                                                                                                                                                |
| DRAWING NO.: | SHEET 5 OF 5 |                                                                                                                                                                                                                                                                |

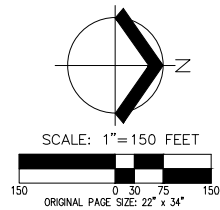
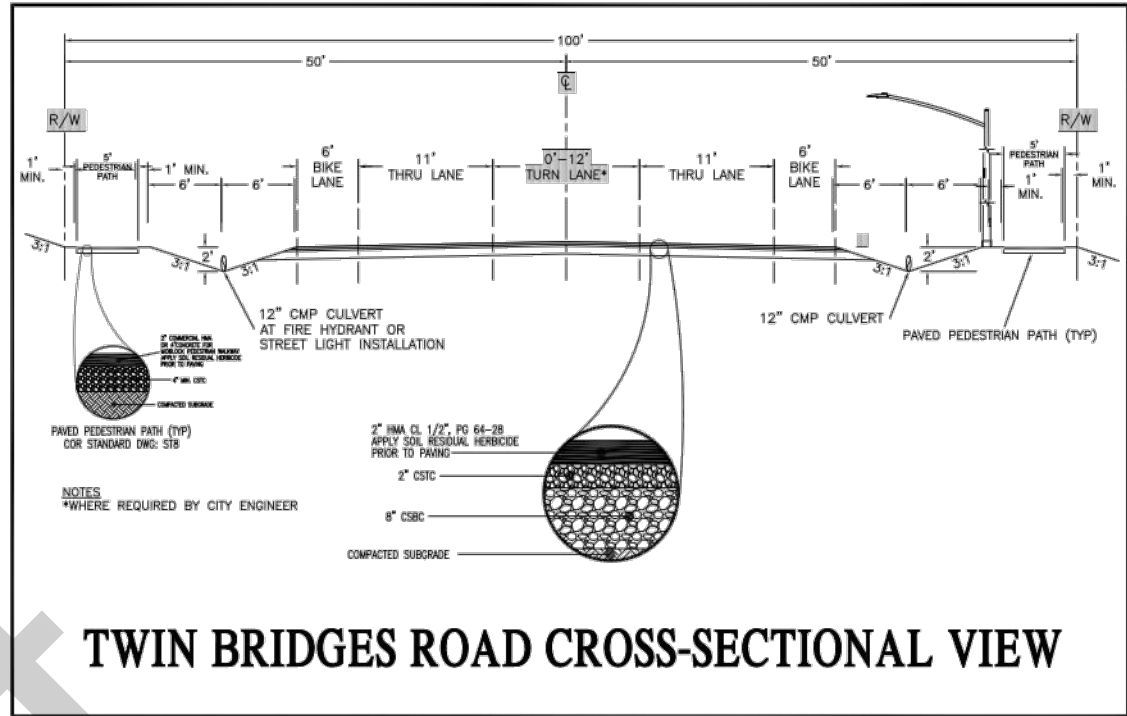
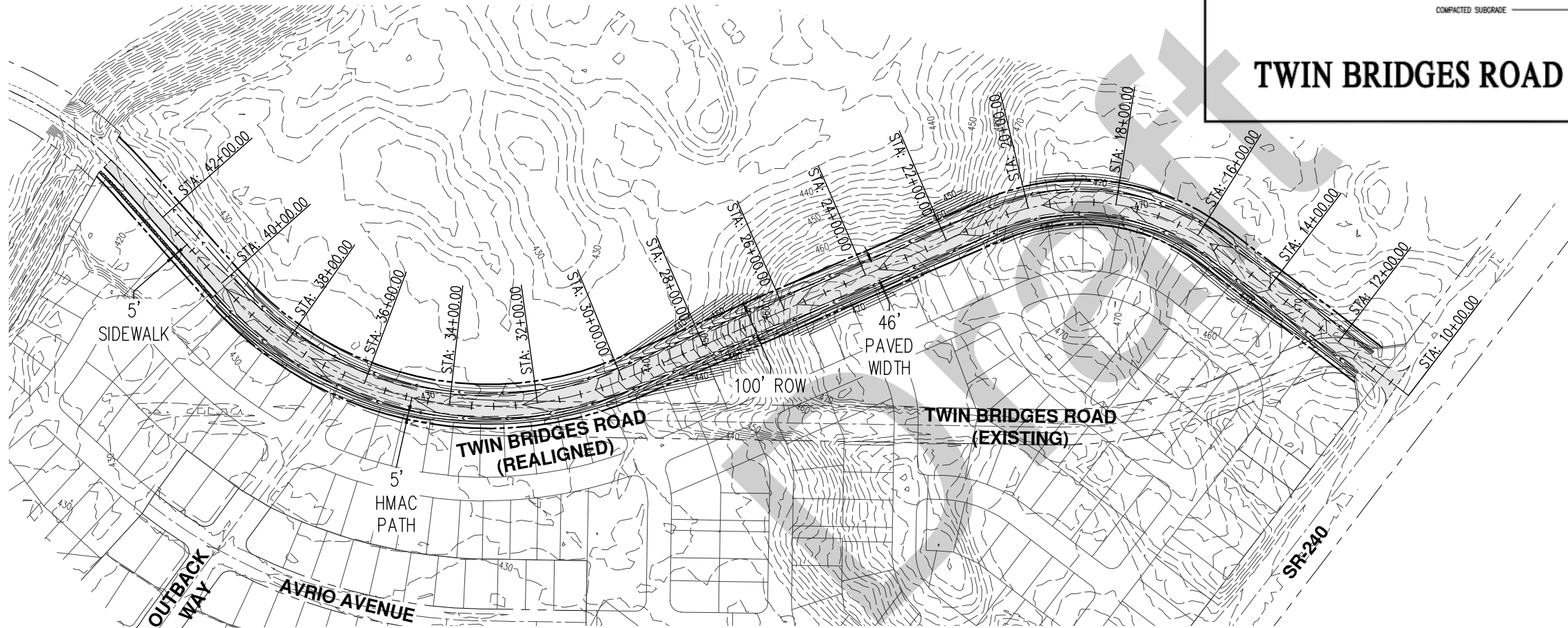
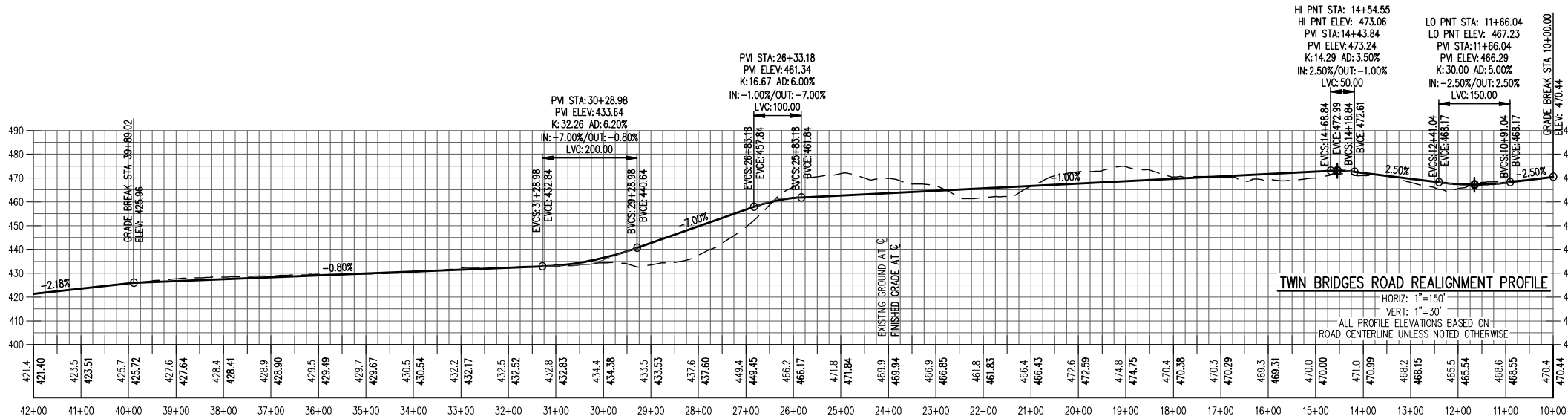


**EXHIBIT A-2 TO THE OPTION AGREEMENT**

Twin Bridges Road Realignment and “Island” Property

Draft

AKS DRAWING FILE: 9141 TB RD REALIGNMENT.DWG | LAYOUT: LAYOUT1



**TWIN BRIDGES ROAD REALIGNMENT**  
**QUAIL RIDGE**  
**TWIN BRIDGES ROAD COST ANALYSIS**  
**RICHLAND, WA**

**PRELIMINARY**  
**NOT FOR**  
**CONSTRUCTION**

JOB NUMBER: 9141  
DATE: 11/30/2023  
DESIGNED BY: LTP  
DRAWN BY: LTP  
CHECKED BY: MTS

**AKS**  
AKS ENGINEERING & FORESTRY, LLC  
2777 NW LOLO DR, STE 150  
BEND, OR 97703  
541.317.8429  
WWW.AKS-ENG.COM  
ENGINEERING • SURVEYING • NATURAL RESOURCES  
FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE

## **EXHIBIT B TO THE OPTION AGREEMENT**

### **Temporary Slope and Construction Easement**

**RETURN TO:**

City Surveyor  
City of Richland  
625 Swift Blvd., MS-26  
Richland, Washington 99352

Portion of Parcel No. 1- - - -

### **TEMPORARY SLOPE AND CONSTRUCTION EASEMENT**

The Granter, **CITY OF RICHLAND**, a Washington municipal corporation ("Grantor"), for valuable consideration in hand paid, the receipt of which is acknowledged, hereby grants to **PAHLISCH HOMES, INC.**, a foreign profit corporation registered to conduct business in the State of Washington ("Grantee"), and its agents and assigns, a temporary construction easement over, under and through the hereafter described lands situate in the County of Benton, State of Washington:

(Legal Description Pending)

See attached **Exhibit A** (the "Easement Area").

This temporary slope and construction easement, to be a maximum of thirty (30) feet along the east side of the 150-foot-wide property, commonly known as the former Richland Irrigation Canal, is to be used for locating, constructing, improving, securing with fencing, grading, slope construction, landscaping, and other necessary work, including the operation of equipment and the movement of a workforce over, upon and across the Easement Area, together with the right of ingress and egress and the right to occupy the same, all from the date hereof until the issuance of a Certificate of Occupancy for the construction of the last residential home located along the former Richland Irrigation Canal property **or** \_\_\_\_\_, **20**\_\_\_\_, whichever is earlier, subject to the following conditions:

1. Grantee shall indemnify and hold Grantor harmless from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) resulting from or related to Grantee's use of this easement.
2. Grantor may access the easement area at any time without notice.
3. Throughout the term of this easement, Grantee shall cause to be procured and maintained, at its sole cost and expense, general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability missing under the indemnity contained herein above), death, or property damage occurring upon Grantor's property with not less than One Million Dollars (\$2,000,000)

single limit, Two Million Dollars (\$2,000,000) aggregate, including umbrella coverage, if any, and naming Grantor as an additional insured. Grantee may elect to carry, or cause to be carried, the insurance required hereunder under master or blanket policies of insurance. Grantee shall provide a certificate of insurance to Grantor, and each policy shall provide notice to Grantor ten (10) days in advance of cancellation of any such policy.

4. Unless revoked by Grantor, this easement shall be a covenant running with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of both parties until its termination as provided herein. This easement cannot be changed or altered in any way except by writing, legally signed by both parties concerned herewith.
5. Upon completion of any work contemplated hereby within and upon the Easement Area, Grantee shall restore, at its sole cost and expense, such Easement Area as nearly as practicable to its original condition and stabilize all slopes to prevent erosion. In the event Grantee fails to restore the Easement Area as required, Grantor will repair the damage and invoice Grantee the total cost of said repair. Grantee will remit payment to Grantor within thirty (30) calendar days of receipt of the invoice.
6. Grantee shall comply with all applicable federal, state and local laws, rules and regulations when entering the Easement Area and exercising its rights hereunder.
7. This Easement is revocable by Grantor with five (5) days' notice to Grantee if Grantee fails to comply with any of the conditions identified herein.
8. Upon execution of this Easement, all previous temporary construction easements executed for the same purpose are terminated.

[Signature Page to Follow]

**For Grantor – City of Richland:**

Jon Amundson, ICMA-CM  
City Manager

---

Date[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jon Amundson**, to me known to be the **City Manager** of the **City of Richland**, the corporation that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Signature

Notary Public in and for the State \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

**Terms Accepted by Grantee:**

\_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_ Date \_\_\_\_\_

STATE of \_\_\_\_\_ )  
: ss  
COUNTY of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared [NAME], to me known to be the [TITLE] of **Pahlisch Homes, Inc.**, that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Signature

Notary Public in and for the State \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_



**EXHIBIT A TO TEMPORARY SLOPE AND CONSTRUCTION EASEMENT**

[Map Pending]

Draft

## EXHIBIT C TO THE OPTION AGREEMENT

### Form of Purchase and Sale Agreement

#### AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: *address*

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation (“Seller”), and *buyer* a *business entity type* (“Purchaser”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located at *address*, City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

1.1. Laws and Rights. Purchaser acknowledges and agrees that the sale and conveyance of the Property to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.13 below.

2. Purchase Price. The total purchase price for the Property shall be *amount* dollars and no cents (**\$0.00**) (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with *name of title company* (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller’s execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier’s check or wire transfer in the amount of *amount* dollars and no cents (**\$0.00**) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the “Earnest Money Deposit”). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser’s choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 5 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole

discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within fifteen (15) business days of approval from the City Council of the City of Richland. If signatures are not obtained from both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

#### 4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Purchaser, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the “Preliminary Commitment”), and upon receipt, furnish same to Seller.

(a) Purchaser shall have fifteen (15) days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the “Exceptions”) to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) days of receipt of Purchaser’s written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller’s response to Purchaser’s written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser’s election to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner’s ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser’s title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title insurance shall also include such endorsements as Purchaser or Purchaser’s Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including sixty (60) days after receipt of the Preliminary Commitment described in Section 4.1 above (the “Due Diligence Period”). Said Due Diligence Period may be extended an additional thirty (30) days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser’s sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the “Due Diligence Termination Notice”). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller’s prior written consent (which may be conditioned or denied in Seller’s sole and absolute discretion). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser’s sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser’s inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, “Closing” or “date of Closing” means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii)

deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

7.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

7.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below materially incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other. If this Agreement is terminated under this section, the Earnest Money Deposit shall be returned to Purchaser.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents will have been, or will be, taken.

(b) Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

(c) Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

(d) Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

(f) Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

(g) Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

7.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser has full power and authority to enter into and carry out the terms and provisions of this Agreement, and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

(c) Purchaser represents that it has sufficient funds to close this transaction.

(d) Purchaser further represents that the Property will be developed as **enter authorized use here**. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's Right to Repurchase as set forth in Section 11.13 below. This Agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.



(e) Purchaser acknowledges that pole buildings are prohibited in the Horn Rapids Commercial Plaza and agrees that Purchaser will not build pole buildings on the Property.

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

9. Purchaser's Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchaser may elect one of the following remedies (Purchaser hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced with thirty (30) days of Seller's failure to perform), or (b) terminate this Agreement and receive a refund of the Earnest Money Deposit.

10. Liquidated Damages. IN THE EVENT OF DEFAULT BY PURCHASER IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATION TO PURCHASER, AND TO KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. PURCHASER AGREES THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER IN THE EVENT OF A DEFAULT BY THE PURCHASER. AS OF THE ENTRY OF THIS CONTRACT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

11. Miscellaneous.

11.1. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

11.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

11.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

**If to Seller:** City of Richland  
Attn: Economic Development Office  
625 Swift Blvd., MS-18  
Richland, Washington 99352  
Phone: (509) 942-7583

**If to Purchaser:** Name  
Address  
City, State, Zip  
Phone  
Email

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

11.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

11.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

11.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

11.7. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

11.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

11.9. Counterparts. 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, including by portable document format (.pdf), each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

11.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, “business day” refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

11.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

11.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of development of [enter authorized use here](#), subject to the following:

(a) If Purchaser fails to submit an application to Seller for approval of building plans within eight (8) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(b) If Purchaser fails to initiate construction of structures, as authorized by the issuance of a building permit, within eighteen (18) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(c) The rights of Seller set forth in Sections 11.13(a) and (b) are referred to in this Agreement as the “Right to Repurchase.”

(d) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price identified herein for the Property.

(e) Purchaser shall pay all closing costs related to Seller's repurchase of the Property. Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey fee title to Seller within sixty (60) days of receipt of notification of Seller's election to exercise its Right to Repurchase.

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive thirty-sixty months (36) months after Closing or until such time as building commences, whichever is earlier.

(g) Seller shall be under no obligation to exercise this Right to Repurchase. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the thirty-six (36) month Right to Repurchase period, which shall be given in Seller's sole discretion. This Right to Repurchase right shall survive Closing and the delivery of the Deed.

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington. If the Memorandum of Repurchase Right is recorded, Seller and Purchaser agree to execute a Termination of Repurchase Right upon the expiration of the Repurchase Survival Period to be recorded at Purchaser's expense.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date shown below its signature, and Seller has accepted on the date shown below its signature.

**CITY OF RICHLAND – SELLER**

**Buyer's Name – PURCHASER**

\_\_\_\_\_  
By: Jon Amundson, ICMA-CM  
Its: City Manager

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Heather Kintzley, City Attorney

Draft

**Exhibit A**  
Legal Description

Draft





Horn Rapids Motorsports Complex

HORN RAPIDS  
ORV PARK

Tri City Kart Club

CITY  
LANDFILL

Richland City Landfill

PAHLISCH  
HOMES  
90 ACRE  
PURCHASE

TWIN BRIDGES ROAD

240

PACKAGING  
CORP. OF  
AMERICA

Kingsgate Way

Battle

HORN RAPIDS  
GOLF COURSE  
COMMUNITY

Kingsgate Way

PAHLISCH REAL ESTATE OPTION  
WEST OF TWIN BRIDGES ROAD  
DECEMBER 2025





Return Name and Address:

City Surveyor  
City of Richland  
625 Swift Blvd. MS-26  
Richland, WA 99352

**PLEASE PRINT OR TYPE INFORMATION:**

**Document Title:**

Quit Claim Deed

**Grantor(s)**(Last name first, first name, middle initials):

1. City of Richland
- 2.
- 3.
- 4.

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)**(Last name first, first name, middle initials):

1. City of Richland
- 2.
- 3.
- 4.

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

Sections 18 &19, Township 10 North, Range 28 East, WM, Benton County, Washington

Additional legal is on page \_\_\_\_\_ of document.

**Reference Number(s)** of documents assigned or released:

Additional numbers on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number:** (MUST HAVE 15 DIGITS)

1-1908-100-0001-007,1-1908-100-0004-000,1-1808-100-0002-002

Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page \_\_\_\_\_ 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.**

**WHEN RECORDED RETURN TO:**

City Surveyor  
City of Richland  
625 Swift Blvd. MS-26  
Richland, WA 99352

192590  
BENTON CO TREASURER  
\$10.00  
DEC 12 2025  
NB  
EXCISE TAX PAID  
CER+

Parcel No(s): 1-1908-100-0001-007, 1-1908-100-0004-000, 1-1808-100-0002-002  
Sections 18 & 19, Township 10 North, Range 28 East, WM, Benton County, Washington

**QUIT CLAIM DEED**  
**for the purpose of Segregating Parcels**

The Grantor, **CITY OF RICHLAND**, a Washington municipal corporation, for and in consideration of \$0.00 and other good and valuable consideration, in hand paid, conveys and quitclaims to **CITY OF RICHLAND**, a Washington municipal corporation, all interest Grantor has in the following described real estate situated in the County of Benton, State of Washington, together with all after-acquired title of the Grantor therein.

**Parcels to be segregated, described hereon:**

**PARCEL A**

THAT PORTION OF SECTION 18 AND 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING SOUTHERLY AND WESTERLY OF STATE ROUTE 240 PER CONVEYANCE RELINQUISHMENT OF ACCESS RECORDED UNDER AUDITOR'S FILE NUMBER 573713, RECORDS OF BENTON COUNTY, WASHINGTON AND LYING WESTERLY OF TWIN BRIDGES ROAD RIGHT-OF-WAY AS DEDICATED PER THE CITY OF RICHLAND ORDINANCE 18-10, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON; THENCE SOUTH 00°57'17" WEST ALONG THE EAST LINE THEREOF 2640.20 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 87°25'49" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID TWIN BRIDGES ROAD AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°58'12" WEST 93.33 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'19", HAVING A RADIUS OF 760.00 FEET AND AN ARC DISTANCE OF 82.31 FEET; THENCE NORTH 87°39'49" WEST 1133.37 FEET;

THENCE NORTH 48°19'35" WEST 80.68 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°43'46", HAVING A RADIUS OF 200.02 FEET AND AN ARC DISTANCE OF 215.50 FEET; THENCE NORTH 13°24'11" EAST 458.12 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°48'12", HAVING A RADIUS OF 1250.12 FEET AND AN ARC DISTANCE OF 1872.12 FEET; THENCE NORTH 72°24'01" WEST 21.04 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°03'49", HAVING A RADIUS OF 900.09 FEET AND AN ARC DISTANCE OF 346.60 FEET; THENCE SOUTH 85°32'11" WEST 59.71 FEET; THENCE NORTH 37°24'49" EAST 1301.10 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE 240; THENCE SOUTH 52°35'11" EAST ALONG THE SOUTH RIGHT-OF-WAY THEREOF 1883.12 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID TWIN BRIDGES ROAD; THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE THEREOF THE FOLLOWING COURSES:

THENCE SOUTH 07°27'46" EAST 73.74 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 190.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°42'07" WITH AN ARC LENGTH OF 171.45 FEET AND A CHORD BEARING SOUTH 03°25'03" WEST A DISTANCE OF 165.70 FEET; THENCE SOUTH 22°26'00" EAST 200.43 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 960.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°23'17" WITH AN ARC LENGTH OF 391.87 FEET; THENCE SOUTH 00°57'17" WEST 1171.70 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 90.53 ACRES, MORE OR LESS.

**Subject to the following Notice: this property is adjacent to a private hunting club known as The Barker Ranch LTD. As such, occupants on this property should expect to hear noise typically associated with a hunting club including discharge of firearms.**

Said parcel is depicted as Parcel A on Record of Survey No: ~~6229~~ recorded under Auditor's File No: 2025-~~029994~~, records of Benton County, Washington.

#### **PARCEL B**

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE SOUTH 00°57'17" WEST ALONG THE EAST LINE THEREOF 2640.20 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 87°25'49" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID TWIN BRIDGES ROAD; THENCE SOUTH 00°58'12" WEST 93.33 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'19", HAVING A RADIUS OF 760.00 FEET AND AN ARC DISTANCE OF 82.31 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHERLY ALONG SAID RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 41°24'41", HAVING A RADIUS OF 760.00 FEET AND AN ARC DISTANCE OF 549.30 FEET; THENCE SOUTH 48°35'12"



WEST 201.14 FEET; THENCE NORTH 41°24'48" WEST 150.00 FEET; THENCE SOUTH 48°35'12" WEST 147.09 FEET; THENCE NORTH 25°31'22" WEST 51.39 FEET; THENCE NORTH 25°31'22" WEST 107.68 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°29'57", HAVING A RADIUS OF 890.03 FEET AND AN ARC DISTANCE OF 365.04 FEET; THENCE NORTH 48°19'35" WEST 311.49 FEET; THENCE SOUTH 87°39'49" EAST 1133.37 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.45 ACRES, MORE OR LESS

**Subject to the following Notice: this property is adjacent to a private hunting club known as The Barker Ranch LTD. As such, occupants on this property should expect to hear noise typically associated with a hunting club including discharge of firearms.**

Said parcel is depicted as Parcel B on Record of Survey No: 60229 recorded under Auditor's File No: 2025- 029992, records of Benton County, Washington.

**PARCEL C**

THAT PORTION OF SECTION 18 AND 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING SOUTHERLY AND WESTERLY OF STATE ROUTE 240 PER CONVEYANCE RELINQUISHMENT OF ACCESS RECORDED UNDER AUDITOR'S FILE NUMBER 573713, RECORDS OF BENTON COUNTY, WASHINGTON AND LYING WESTERLY OF TWIN BRIDGES RIGHT-OF-WAY AS DEDICATED PER THE CITY OF RICHLAND ORDINANCE 18-10, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON; THENCE SOUTH 00°57'17" WEST ALONG THE EAST LINE THEREOF 2640.20 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 87°25'49" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID TWIN BRIDGES ROAD; THENCE SOUTH 00°58'12" WEST 93.33 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'19", HAVING A RADIUS OF 760.00 FEET AND AN ARC DISTANCE OF 82.31 FEET; THENCE NORTH 87°39'49" WEST 1133.37 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 48°19'35" WEST 80.68 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°43'46", HAVING A RADIUS OF 200.02 FEET AND AN ARC DISTANCE OF 215.50 FEET; THENCE NORTH 13°24'11" EAST 458.09 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°48'12", HAVING A RADIUS OF 1250.12 FEET AND AN ARC DISTANCE OF 1872.12 FEET; THENCE NORTH 72°24'01" WEST 21.04 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°03'49", HAVING A RADIUS OF 900.09 FEET AND AN ARC DISTANCE OF 346.60 FEET; THENCE SOUTH 85°32'11" WEST 584.43 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°26'53", HAVING A RADIUS OF 900.09 FEET AND AN ARC DISTANCE OF 462.61 FEET;

THENCE NORTH 65°00'56" WEST 483.89 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°46'31", HAVING A RADIUS OF 300.03 FEET AND AN ARC DISTANCE OF 56.43 FEET; THENCE NORTH 75°47'27" WEST 146.39 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°48'33", HAVING A RADIUS OF 300.03 FEET AND AN ARC DISTANCE OF 166.57 FEET; THENCE NORTH 43°58'54" WEST 684.37 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°30'36", HAVING A RADIUS OF 900.09 FEET AND AN ARC DISTANCE OF 322.20 FEET; THENCE NORTH 64°29'30" WEST 12.43 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'54", HAVING A RADIUS OF 500.05 FEET AND AN ARC DISTANCE OF 122.75 FEET; THENCE NORTH 50°25'37" WEST 52.01 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 18; THENCE SOUTH 00°24'17" WEST ALONG THE WEST LINE THEREOF 108.72 FEET; THENCE SOUTH 55°37'05" EAST 252.42 FEET; THENCE SOUTH 46°13'05" EAST 151.85 FEET; THENCE SOUTH 26°48'42" EAST 16.19 FEET TO THE NORTH LINE OF SAID SECTION 19; THENCE CONTINUING SOUTH 26°48'42" EAST 160.92 FEET; THENCE SOUTH 41°07'29" EAST 333.21 FEET; THENCE SOUTH 59°45'23" EAST 248.73 FEET; THENCE SOUTH 69°24'43" EAST 271.49 FEET; THENCE SOUTH 66°19'52" EAST 234.09 FEET TO A POINT ON CURVE TO THE RIGHT; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'46", HAVING A RADIUS OF 1000.10 FEET AND AN ARC DISTANCE OF 302.49 FEET; THENCE SOUTH 49°00'06" EAST 180.70 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°24'48", HAVING A RADIUS OF 100.01 FEET AND AN ARC DISTANCE OF 60.07 FEET; THENCE SOUTH 83°24'54" EAST 194.85 FEET; THENCE NORTH 82°08'10" EAST 103.62 FEET; THENCE NORTH 77°47'39" EAST 145.60 FEET; THENCE NORTH 80°36'31" EAST 594.56 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°59'28", HAVING A RADIUS OF 200.02 FEET AND AN ARC DISTANCE OF 94.23 FEET; THENCE SOUTH 72°24'01" EAST 376.36 FEET; THENCE SOUTH 54°48'31" EAST 156.38 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°11'51", HAVING A RADIUS OF 800.08 FEET AND AN ARC DISTANCE OF 393.75 FEET; THENCE SOUTH 26°36'39" EAST 182.44 FEET; THENCE SOUTH 16°22'43" EAST 260.21 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°42'02", HAVING A RADIUS OF 1000.10 FEET AND AN ARC DISTANCE OF 518.42 FEET; THENCE SOUTH 13°19'19" WEST 546.23 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°29'53", HAVING A RADIUS OF 200.02 FEET AND AN ARC DISTANCE OF 267.06 FEET; THENCE SOUTH 63°10'34" EAST 150.26 FEET; THENCE SOUTH 49°45'21" EAST 303.76 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°44'45", HAVING A RADIUS OF 300.03 FEET AND AN ARC DISTANCE OF 119.11 FEET; THENCE SOUTH 27°00'36" EAST 405.58 FEET; THENCE SOUTH 50°24'33" EAST 74.20 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT SAID POINT ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SAID TWIN BRIDGES ROAD; THENCE NORTHERLY ALONG THE WEST LINE THEREOF THE FOLLOWING COURSES;



THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $01^{\circ}57'17''$ , HAVING A RADIUS OF 855.00 FEET AND AN ARC DISTANCE OF 29.17 FEET, THE CHORD BEARING NORTH  $41^{\circ}40'48''$  EAST A DISTANCE OF 29.16 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $03^{\circ}38'15''$ , HAVING A RADIUS OF 199.99 FEET AND AN ARC DISTANCE OF 12.70 FEET THE CHORD BEARING SOUTH  $59^{\circ}17'34''$  EAST A DISTANCE OF 12.69 FEET; THENCE SOUTH  $61^{\circ}06'41''$  EAST 2.67 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $05^{\circ}42'24''$ , HAVING A RADIUS OF 840.00 FEET AND AN ARC DISTANCE OF 83.67 FEET, A CHORD BEARING NORTH  $45^{\circ}44'00''$  EAST A DISTANCE OF 83.62 FEET; THENCE NORTH  $48^{\circ}35'12''$  EAST 10.58 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL CONVEYED TO THE CITY OF WEST RICHLAND PER DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2025-004525, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE SOUTH LINE THEREOF THE FOLLOWING COURSES;

THENCE NORTH  $61^{\circ}06'41''$  WEST 30.47 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $35^{\circ}35'19''$ , HAVING A RADIUS OF 109.98 FEET AND AN ARC DISTANCE OF 68.31 FEET; THENCE NORTH  $25^{\circ}31'22''$  WEST 56.29 FEET; THENCE NORTH  $25^{\circ}31'22''$  WEST 51.39 FEET; THENCE NORTH  $25^{\circ}31'22''$  WEST 107.68 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $23^{\circ}29'57''$ , HAVING A RADIUS OF 890.03 FEET AND AN ARC DISTANCE OF 365.04 FEET; THENCE NORTH  $48^{\circ}19'35''$  WEST 311.49 FEET TO THE POINT OF BEGINNING.

**TOGETHER WITH:** THAT PORTION OF THE RICHLAND IRRIGATION CANAL RIGHT-OF-WAY AS RETAINED PER DEED RECORDED UNDER AUDITOR'S FILE NUMBER 87-4170, RECORDS OF BENTON COUNTY, WASHINGTON, WITHIN SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING EASTERLY OF TWIN BRIDGES RIGHT-OF-WAY AS DEDICATED PER THE CITY OF RICHLAND ORDINANCE 18-16, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON.

CONTAINS 23.81 ACRES, MORE OR LESS.

**Subject to the following Notice: this property is adjacent to a private hunting club known as The Barker Ranch LTD. As such, occupants on this property should expect to hear noise typically associated with a hunting club including discharge of firearms.**

**Said parcel is depicted as Parcel C on Record of Survey No: 0229 recorded under Auditor's File No: 2025- 029992, records of Benton County, Washington.**

**PARCEL D**

ALL THAT PORTION OF THE RICHLAND IRRIGATION CANAL RIGHT-OF-WAY AS RETAINED PER DEED RECORDED UNDER AUDITOR'S FILE NUMBER 87-4170, RECORDS OF BENTON COUNTY, WASHINGTON, WITHIN SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING WESTERLY OF TWIN BRIDGES RIGHT-OF-WAY AS DEDICATED PER THE CITY OF RICHLAND ORDINANCE 18-10, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON AND LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE SOUTHWEST CORNER OF THAT PARCEL CONVEYED TO THE CITY OF WEST RICHLAND PER DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2025-004525, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ALONG THE SOUTH LINE THEREOF THE FOLLOWING COURSES;

THENCE SOUTH 25°31'22" EAST 56.29 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°35'19", HAVING A RADIUS OF 109.98 FEET AND AN ARC DISTANCE OF 68.31 FEET; THENCE SOUTH 61°06'41" EAST 30.47 FEET TO THE WEST RIGHT-OF-WAY MARGIN OF TWIN BRIDGES ROAD; THENCE SOUTHERLY ALONG THE RIGHT-OF-WAY THEREOF THE FOLLOWING COURSES;

THENCE SOUTH 48°35'12" WEST 10.58 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'24", HAVING A RADIUS OF 840.00 FEET AND AN ARC DISTANCE OF 83.67 FEET; THENCE NORTH 61°06'41" WEST 2.67 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°38'15", HAVING A RADIUS OF 199.99 FEET AND AN ARC DISTANCE OF 12.70 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°57'17", HAVING A RADIUS OF 855.00 FEET AND AN ARC DISTANCE OF 29.17 FEET, HAVING A CHORD BEARING SOUTH 41°40'48" WEST A DISTANCE OF 29.16 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE;

THENCE NORTH 50°24'33" WEST 74.20 FEET; THENCE NORTH 27°00'36" WEST 405.58 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°44'45", HAVING A RADIUS OF 300.03 FEET AND AN ARC DISTANCE OF 119.11 FEET; THENCE NORTH 49°45'21" WEST 303.76 FEET; THENCE NORTH 63°10'34" WEST 150.26 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°29'53", HAVING A RADIUS OF 200.02 FEET AND AN ARC DISTANCE OF 267.06 FEET; THENCE NORTH 13°19'19" EAST 546.23 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°42'02", HAVING A RADIUS OF 1000.10 FEET AND AN ARC DISTANCE OF 518.42 FEET; THENCE NORTH 16°22'43" WEST 260.21 FEET; THENCE NORTH 26°36'39" WEST 182.44 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°11'51", HAVING A RADIUS OF 800.08 FEET AND AN ARC DISTANCE OF 393.75 FEET; THENCE NORTH 54°48'31" WEST 156.38 FEET; THENCE NORTH 72°24'01" WEST 376.36 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°59'28", HAVING A RADIUS

OF 200.02 FEET AND AN ARC DISTANCE OF 94.23 FEET; THENCE SOUTH 80°36'31" WEST 594.50 FEET; THENCE SOUTH 77°47'39" WEST 145.60 FEET; THENCE SOUTH 82°08'10" WEST 103.62 FEET; THENCE NORTH 83°24'54" WEST 194.85 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°24'48", HAVING A RADIUS OF 100.01 FEET AND AN ARC DISTANCE OF 60.07 FEET; THENCE NORTH 49°00'06" WEST 180.70 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'46", HAVING A RADIUS OF 1000.10 FEET AND AN ARC DISTANCE OF 302.49 FEET; THENCE NORTH 66°19'52" WEST 234.09 FEET; THENCE NORTH 69°24'43" WEST 271.49 FEET; THENCE NORTH 59°45'23" WEST 248.73 FEET; THENCE NORTH 41°07'29" WEST 333.21 FEET; THENCE NORTH 26°48'42" WEST 160.92 FEET TO THE NORTH LINE OF SAID SECTION 19 AND THE TERMINUS OF SAID LINE.

CONTAINS 12.01 ACRES, MORE OR LESS.

Said parcel is depicted as Parcel D on Record of Survey No: 6229 recorded under Auditor's File No: 2025- 029992, records of Benton County, Washington.

**PARCEL E**

THAT PORTION OF SECTION 18 AND 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING SOUTHERLY AND WESTERLY OF STATE ROUTE 240 PER CONVEYANCE RELINQUISHMENT OF ACCESS RECORDED UNDER AUDITOR'S FILE NUMBER 573713, RECORDS OF BENTON COUNTY, WASHINGTON AND LYING WESTERLY OF TWIN BRIDGES RIGHT-OF-WAY AS DEDICATED PER THE CITY OF RICHLAND ORDINANCE 18-10, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON; THENCE SOUTH 00°57'17" WEST ALONG THE EAST LINE THEREOF 2640.20 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 87°25'49" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 40.00 FEET TO THE WEST LINE OF SAID RIGHT-OF-WAY LINE OF SAID TWIN BRIDGES ROAD; THENCE SOUTH 00°58'12" WEST 93.33 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'19", HAVING A RADIUS OF 760.00 FEET AND AN ARC DISTANCE OF 82.31 FEET; THENCE NORTH 87°39'49" WEST 1133.37 FEET; THENCE NORTH 48°19'35" WEST 80.68 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°43'46", HAVING A RADIUS OF 200.02 FEET AND AN ARC DISTANCE OF 215.50 FEET; THENCE NORTH 13°24'11" EAST 458.09 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°48'12", HAVING A RADIUS OF 1250.12 FEET AND AN ARC DISTANCE OF 1872.12 FEET; THENCE NORTH 72°24'01" WEST 21.04 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°03'49", HAVING A RADIUS OF 900.09 FEET AND AN ARC DISTANCE OF 346.60 FEET; THENCE SOUTH 85°32'11" WEST 59.71 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 85°32'11" WEST 524.71 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°26'53", HAVING A RADIUS OF 900.09 FEET AND AN ARC DISTANCE OF 462.61 FEET; THENCE NORTH 65°00'56" WEST 483.89 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°46'31", HAVING A RADIUS OF 300.03 FEET AND AN ARC DISTANCE OF 56.43 FEET; THENCE NORTH 75°47'27" WEST 146.39 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°48'33", HAVING A RADIUS OF 300.03 FEET AND AN ARC DISTANCE OF 166.57 FEET; THENCE NORTH 43°58'54" WEST 684.37 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°30'36", HAVING A RADIUS OF 900.09 FEET AND AN ARC DISTANCE OF 322.20 FEET; THENCE NORTH 64°29'30" WEST 12.43 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'54", HAVING A RADIUS OF 500.05 FEET AND AN ARC DISTANCE OF 122.75 FEET; THENCE NORTH 50°25'37" WEST 52.01 FEET TO THE WEST LINE OF SAID SECTION 18; THENCE NORTH 00°24'17" EAST ALONG THE WEST LINE THEREOF 2476.99 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE 240; THENCE ALONG THE SOUTH RIGHT-OF-WAY THEREOF THE FOLLOWING COURSE;  
 THENCE SOUTH 52°35'11" EAST 2141.83 FEET;  
 THENCE SOUTH 37°24'49" WEST 5.00 FEET;  
 THENCE SOUTH 52°35'11" EAST 350.03 FEET;  
 THENCE NORTH 37°24'49" EAST 5.00 FEET;  
 THENCE SOUTH 52°35'11" EAST 1803.92 FEET;  
 THENCE SOUTH 37°24'49" WEST LEAVING SAID RIGHT-OF-WAY 1301.10 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 154.78 ACRES, MORE OR LESS.

**Subject to the following Notice: this property is adjacent to a private hunting club known as The Barker Ranch LTD. As such, occupants on this property should expect to hear noise typically associated with a hunting club including discharge of firearms.**

Said parcel is depicted as Parcel E on Record of Survey No: 6229 recorded under Auditor's File No: 2025- 029992, records of Benton County, Washington.

**PARCEL F**

THAT PORTION OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, LYING NORTHERLY AND EASTERLY OF STATE ROUTE 240 PER CONVEYANCE RELINQUISHMENT OF ACCESS RECORDED UNDER AUDITOR'S FILE NUMBER 573713, RECORDS OF BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 86°23'31" EAST ALONG THE NORTH LINE THEREOF 3420.30 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF HORN RAPIDS ROAD; THENCE SOUTH 72°54'30" EAST ALONG SAID RIGHT-OF-WAY 754.21 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 4290.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL

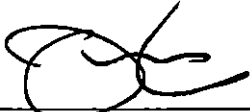
ANGLE OF  $01^{\circ}19'28''$ , WITH AN ARC LENGTH OF 99.16 FEET AND A CHORD BEARING NORTH  $88^{\circ}22'42''$  WEST A DISTANCE OF 99.16 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 4290.00 FEET THROUGH A CENTRAL ANGLE OF  $53^{\circ}32'37''$  WITH AN ARC LENGTH 4009.06 FEET AND A CHORD BEARING SOUTH  $64^{\circ}11'15''$  WEST A DISTANCE OF 3864.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH  $37^{\circ}24'57''$  WEST 514.78 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE 240; THENCE SOUTH  $52^{\circ}35'11''$  EAST ALONG THE NORTH LINE THEREOF 4610.53 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN THAT DEED RECORD UNDER AUDITOR'S FILE NUMBER 2018-003318, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH  $89^{\circ}54'45''$  EAST ALONG THE NORTH LINE THEREOF 1122.43 FEET TO A POINT ON THE WEST LINE OF TWIN BRIDGES ROAD RIGHT-OF-WAY LINE AS DEDICATED PER THE CITY OF RICHLAND ORDINANCE 18-10, RECORDED UNDER AUDITOR'S FILE NUMBER 2010-020839, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTHERLY ALONG THE WEST LINE THEREOF THE FOLLOWING COURSES; THENCE NORTH  $00^{\circ}57'11''$  EAST 1335.28 FEET; THENCE NORTH  $89^{\circ}02'49''$  WEST 20.00 FEET; THENCE NORTH  $00^{\circ}57'11''$  EAST 3232.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HORN RAPIDS ROAD PER ROADWAY EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 621665, RECORDS OF BENTON, COUNTY, WASHINGTON; THENCE NORTH  $72^{\circ}49'22''$  WEST ALONG THE SOUTH LINE THEREOF 1097.41 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 365.41 ACRES, MORE OR LESS.

Said parcel is depicted as Parcel F on Record of Survey No: 6229 recorded under Auditor's File No: 2025- 029992, records of Benton County, Washington.

Dated this 9<sup>th</sup> day of December, 2025.

  
\_\_\_\_\_  
Jon Amundson, ICMA-CM  
City Manager

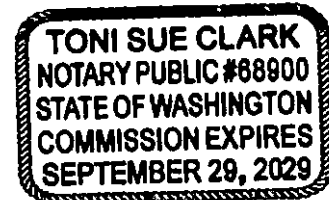
*Acknowledgement*

STATE of WASHINGTON )  
                                          :SS  
COUNTY of BENTON     )

On this 9<sup>th</sup> day of December 2025, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jon Amundson**, to me known to be **City Manager** of the City of Richland, Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

  
\_\_\_\_\_  
Sign Name:  
Notary Public in and for the State of WA  
Residing at Kennewick  
My Commission Expires 09/29/2029  
  
\_\_\_\_\_  
Print Name







KENNETH SPENCER  
Benton County Treasurer

7122 W Okanogan Pl, STE E110  
Kennewick, WA 99336  
509-735-8505

[www.bentoncountytax.com](http://www.bentoncountytax.com)

### TREASURER'S CERTIFICATE FOR REAL PROPERTY TAXES

Current Taxpayer of Record

Name City of Richland

Street 625 Swift Blvd. MS-26

City: Richland

State: WA

Zip: 99352

Parcel # (s) 119081000001007, 119081000004000, 118081000002002

TCA R1

☒ Taxes

☐ Irrigation

☐ CRID

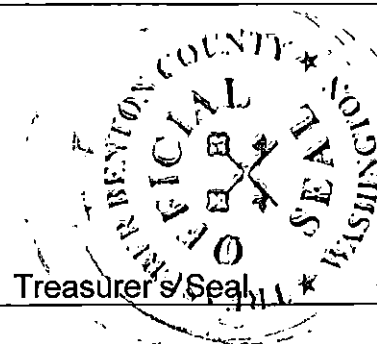
I hereby certify that property taxes due Benton  
County on the above parcel number(s) have been  
paid through 2025

12/12/2025

Date

Signature

Treasurer's Seal





## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/6/2026

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

### Subject

Resolution No. 2026-02, Authorizing a Lease Agreement with Gee-Way Development Company, L.L.C. for Commercial Office Space to support Richland Fire & Emergency Services

### Department/Office

Parks & Public Facilities

### Ordinance/Resolution Number

2026-02

### Document Type

Resolution

### Recommended Motion

Adopt Resolution No. 2026-02, authorizing the City Manager to sign and execute a lease with Gee-Way Development Company, L.L.C. for commercial office space adjacent to Station 71 to support Richland Fire & Emergency Services.

### Summary

The Richland Fire & Emergency Services (RFES) Department has experienced significant growth in recent years, and in response, has added five (5) new positions to meet rising community demands and maintain service quality. This growth has placed strain on the City's primary administrative facility at Fire Station 71, where office space, meeting areas, and storage have all reached capacity. To alleviate immediate pressures, the Fire Prevention Division was temporarily relocated to Station 73. However, this measure has created operational inefficiencies by decentralizing core administrative and training functions. Storage capacity at other fire stations has also been fully utilized.

While the RFES's long-term plan includes the eventual relocation and expansion of Fire Station 71, that project remains several years away from implementation. A near-term solution is needed to sustain operations, support staff development, and maintain service levels. Staff evaluated multiple interim options, including modular structures and off-site commercial space, including an available commercial space located in a strip mall adjacent to Fire Station 71. Based on cost, proximity, and operational effectiveness, leasing the adjacent commercial building was determined to be the most practical and cost-effective solution.

The commercial space located at 960 George Washington Way will provide immediate administrative and training capacity. The location will allow the Training Division to co-locate with administrative staff while maintaining close access to the department's training props for daily coordination and instructional needs.

Staff recommends adoption of Resolution No. 2026-02.

### Fiscal Impact

The total annual cost for the leased space is approximately \$35,200, which includes rent, common area charges, and estimated utilities. A one-time cost of \$19,850 for Information Technology-related infrastructure and furniture is also necessary. The lease and associated costs will be funded from the General Fund.

### Attachments

1. Resolution No. 2026-02
2. Proposed Lease between City of Richland and Gee Way Development Company, L.L.C.

**RESOLUTION NO. 2026-02**

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,  
AUTHORIZING A LEASE AGREEMENT WITH GEE-WAY  
DEVELOPMENT COMPANY, LLC FOR COMMERCIAL OFFICE  
SPACE.**

**WHEREAS**, Richland Fire & Emergency Services has grown in response to increased community needs, resulting in heightened demand for administrative, training, and support space; and

**WHEREAS**, existing facilities at Fire Station 71 no longer provide adequate capacity for these functions, and the redistribution of staff to other stations has created operational challenges; and

**WHEREAS**, relocation and expansion of Fire Station 71 is several years away, necessitating an interim solution to maintain effective departmental operations; and

**WHEREAS**, leasing nearby commercial space provides the most efficient and cost-effective means of addressing current workload and staffing requirements; and

**WHEREAS**, the commercial building located at 960 George Washington Way is immediately adjacent to Fire Station 71 and offers suitable accommodations to support administrative and training activities.

**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 lease agreement with Gee-Way Development Company, LLC for commercial office space located at 960 George Washington Way.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**ADOPTED** by the City Council of the City of Richland, Washington, at a regular meeting on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

# **LEASE AGREEMENT**

## **(Triple Net)**

THIS LEASE AGREEMENT (the "Lease") is entered into this 1st day of February, 2026, between Gee Way Development Co., LLC Landlord"), and City of Richland, ("Tenant"). Landlord and Tenant agree as follows:

### 1. LEASE SUMMARY.

a. **Leased Premises.** The leased commercial real estate (the "Premises") consists of the real property legally described on attached **Exhibit A**, and commonly known as 960 George Washington Way, Richland, Wa and all improvements thereon. The leased premises contain approximately 1,296 square feet.

b. **Lease Commencement Date.** The Lease and rent/CAC shall commence on February 1, 2026, or such earlier or later date as provided in Section 3 (the "Commencement Date. **Tenants shall be given keys to the subject space once the lease has been fully executed, first month's rent, and CAC paid (\$2,809.00 applied to February 2026 rent and CAC) and electricity and Cascade Gas transferred into their name.**

c. **Lease Termination Date.** The Lease shall terminate at midnight on January 31, 2029, or such earlier or later date as provided in Section 3 (the "Termination Date").

d. **Base Rent.** The base monthly rent shall be (check one): \$2,052.00 + CAC of \$757.00 = \$2,809.00, or X according to the Rent Rider attached hereto. Rent shall be payable at Landlord's address shown in section 1(h) below, or such other place designated in writing by Landlord.

e. **Prepaid Rent.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$ 2,809.00 as prepaid rent and CAC, to be applied to the Rent and CAC due for February 2026.

f. **Security Deposit.** The amount of the security deposit is \$ .00.

g. **Permitted Use.** The Premises shall be used only for office use for the Richland Fire Department and for no other purpose without the prior written consent of Landlord.

### h. Notice and Payment Addresses:

Landlord: Gee Way Development Co., LLC, 8901 W Tucannon Ave, #110, Kenn. Wa. FAX No.: (509) 735-6964  
Tenant: City of Richland FAX No: \_\_\_\_\_.

2. **PREMISES.** Landlord leases to Tenant, and Tenant leases from Landlord the Premises upon the terms specified in this Lease. The leased premises contain approximately 1,296 square feet.

### 3. TERM.

a. **Commencement Date.** The Lease shall commence on the date specified in Section 1(b), or on such earlier or later date as may be specified by written notice delivered by Landlord to Tenant advising Tenant that the Premises are ready for possession and specifying the Commencement Date, which shall not be less than \_\_\_\_\_ (30 if not completed) days following the date of such notice. If Tenant occupies the Premises before the Commencement Date specified in Section 1(b), then the Commencement Date shall be the date of occupancy. If Landlord acts diligently to make the Premises available to Tenant, neither Landlord nor any agent or employee of Landlord shall be liable for any damage or loss due to Landlord's inability or failure to deliver possession of the Premises to Tenant as provided in this Lease. The Termination Date shall be modified upon any change in the Commencement Date so that the length of the Lease term is not changed. If Landlord does not deliver possession of the Premises to Tenant within \_\_\_\_\_ days (60 if not completed) after the date specified in Section 1(b), Tenant may elect to cancel this Lease by giving written notice to Landlord within 10 days after such time period ends. If Tenant gives such notice, the Lease shall be cancelled, all prepaid rent and security deposits shall be refunded to tenant, and neither Landlord nor Tenant shall have any further obligations to the other. The first "Lease Year" shall commence on the Commencement Date and shall end on the date, which is twelve (12) months from the end of the month in

which the Commencement Date occurs. Each successive Lease Year during the initial term and any extension terms shall be twelve (12) months, commencing on the first day following the end of the preceding Lease Year, except that the last Lease year shall end on the Termination Date.

b. **Tenant Obligations.** To the extent Tenant's tenant improvements are not completed in time for the Tenant to occupy or take possession of the Premises on the Commencement Date due to the failure of Tenant to fulfill any of its obligations under this Lease, the Rent shall nevertheless commence on the Rent Commencement Date.

Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises and the condition of all mechanical, electrical, and other systems on the Premises. Except for any tenant improvements described on attached **Exhibit C** to be completed by Landlord (defined therein as "Landlord's Work"), Tenant shall be responsible for performing any work necessary to bring the Premises into condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had adequate opportunity to investigate the Premises, acknowledges responsibility for making corrections, alterations and repairs to the Premises (other than the Landlord's Work), and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

Attached **Exhibit B** sets forth all Landlord's Work, if any, and **Exhibit C** sets forth all tenant improvements to be completed by Tenant ("Tenant's Work"), which is to be performed on the Premises. Responsibilities for design, payment and performance of all such work shall be as set forth on attached **Exhibit B** and **Exhibit C**. If Tenant fails to notify Landlord of any defects in the Landlord's Work within ten (10) days of delivery of possession to Tenant, Tenant shall be deemed to have accepted the Premises in their then condition. If Tenant discovers any major defects in the Landlord's Work during this 10-day period that would prevent Tenant from using the Premises for its intended purpose, Tenant shall so notify Landlord in writing and the Commencement Date shall be delayed until after Landlord has corrected the major defects and Tenant has had five (5) days to inspect and approve the Premises after Landlord's correction of such defects. The Commencement Date shall not be delayed if the Tenant's inspection reveals minor defects in the Landlord's Work that will not prevent Tenant from using the premises for their intended purpose. Tenant shall prepare a punch list of all minor defects and provide the punch list to Landlord. Landlord shall promptly correct all punch list items.

4. **RENT.** Tenant shall pay Landlord without demand, deduction or offset, in lawful money of the United States, the monthly rental stated in Section 1 (d) in advance on or before the first day of each month during the Lease Term, and any other additional payments due to Landlord (collectively the "Rent") when required under this Lease. Payments for any partial month at the beginning or end of the Lease term shall be prorated. Rental payments are due on the 1<sup>st</sup> of each month.

If any sums payable by Tenant to Landlord under this Lease are not received by the fifteenth (15<sup>th</sup>) day of each month, Tenant shall pay Landlord in addition to the amount due, for the cost of collecting and handling such late payment, an amount equal to the greater of \$100 or five percent (5%) of the delinquent amount. In addition, all delinquent sums payable by Tenant to Landlord and not paid within five days of the due date shall, at Landlord's option, bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims.

5. **SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall deliver to Landlord the security deposit specified in Section 1(f) above. Landlord may commingle the security deposit with its other funds. If Tenant breaches any covenant or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply all or any part of the security deposit to the payment of any sum in default and any damage suffered by Landlord as a result of Tenant's breach. In such event, Tenant shall, within five (5) days after written demand therefor by Landlord, deposit with Landlord the amount so applied. Any payment to Landlord from the security deposit shall not be construed as a payment of liquidated damages for any default. If Tenant complies with all of the covenants and conditions of this Lease throughout the Lease term, the security deposit shall be repaid to Tenant without interest within 30 days after the vacation of the premises by Tenant.
6. **USES.** The Premises shall be used only for the use(s) specified in Section 1(g) above (the "Permitted Use"), and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is

unlawful or that will increase the existing rate of insurance on the Premises. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance.

7. **COMPLIANCE WITH LAWS.** Tenant shall not cause or permit the Premises to be used in any way, which violates any law, ordinance, or governmental regulation or order. Landlord represents to Tenant that, to the best of Landlord's knowledge, with the exception of any Tenant's Work, as of the Commencement Date, the Premises comply with all applicable laws, rules, regulations, or orders, including without limitation, the Americans With Disabilities Act, if applicable. Tenant shall be responsible for complying with all laws applicable to the Premises as a result of Tenant's particular use, such as modifications required by the Americans With Disabilities Act as a result of Tenant opening the Premises to the public as a place of public accommodation. If the enactment or enforcement of any law, ordinance, regulation or code during the Lease term requires any changes to the Premises during the Lease term, the Tenant shall perform all such changes at its expense if the changes are required due to the nature of Tenant's activities at the Premises, or to alterations that Tenant seeks to make to the Premises.
8. **UTILITIES.** Landlord shall be responsible for providing any utilities to the Premises and represents and warrants to Tenant that as of the Commencement Date electricity, water, sewer, and telephone utilities are available at the Premises. Tenant shall determine whether the available capacity of such utilities will meet Tenant's needs. Tenant shall pay for all water, sewer, gas, janitorial, electricity, garbage removal, heat, telephone, and other utilities and services used by Tenant on the premises during the Term, whether or not such services are billed directly to Tenant (See "CAC" language in paragraph 8a).
- 8a. **COMMON AREA CHARGE (CAC):** Tenant agrees to pay Landlord, as additional rent, a "common area charge" (CAM or CAC). The "common area charge" is defined as Landlord's costs and expenses of every kind and nature incurred in the operation and maintenance of the common areas. The common areas are defined as including, but not limited to, the sidewalks, pedestrian walkways, driveways, parking areas, service areas, landscaped areas, identification signs, traffic markers and signs, parking-lot lighting, storm drains and sewers, utility lines, restrooms serving the public (if any), and all roofs and building exteriors of the building. The common area costs shall mean the total costs and expenses of any nature incurred by the Landlord for property management fees, real estate taxes and assessments, insurance, utilities, cleaning, repairing, operating and policing of the building and common areas. Common Area Costs (CAC) shall also include managing and replacement and modifications and/or additions to or for all or any part of the common areas.
- The common areas charged to Tenant shall be computed as follows: A fraction will be derived by using the number of square feet in the Tenant's premises ( 1,296 sf) and dividing by the number of square feet of gross leasable area in the building ( 3,096 sf). The total costs and expenses referred to in this section (with the exception of costs paid by tenant) for common area charges shall be multiplied by the above derived fraction, the numerator of which is the number of square feet in the Tenant's premises, and the denominator of which is the number of square feet of gross leasable area in the building. The product is the Tenant's common area charge. This equates to 41.86% of the total common area charges. "Gross leasable area" as used in this lease means the total gross floor areas contained in the existing building, excepting out common area lobbies and staircases.
- All charges payable by Tenant under this section as a common area charge shall be estimated for the first year (Jan. – Dec.) and paid in equal monthly installments in advance at the same time and place as provided for the payment of the fixed base rent. Such payments shall initially be equal to one-twelfth (1/12) of the total of Landlord's reasonable estimate of such charges for the previous twelve-month period, adjusted to reflect Landlord's reasonable estimate of anticipated increases or decreases in such charges. Tenants agree to pay an additional \$7.00 per square foot for their estimated share of the first year's CAC. This monthly amount of \$757.00 shall be paid at the same time as the monthly base rent. Within ninety (90) days after the end of each calendar year, Landlord shall determine the actual amount of such charges and expenses for the immediately preceding year and furnish Tenant with a copy of such computation, including a computation of Tenant's proportionate share. If the amount previously paid by the Tenant for that year exceeds the Tenant's proportionate share, Tenant shall be given credit towards the next common area payment(s) due from Tenant (or a refund, if the term of the lease has expired). If the amount paid by Tenant for that year is less than Tenant's proportionate share, Tenant shall pay Landlord the deficit within thirty (30) days of receipt of the computation.
9. **TAXES.** Tenant shall pay all Taxes (defined below) applicable to the Premises during the Lease term. All payments for Taxes shall be made at least ten (10) days prior to their due date. Tenant shall promptly furnish Landlord with satisfactory evidence that taxes have been paid. If any Taxes paid by Tenant cover any period of time before or after the expiration of the Term, Tenant's share of those Taxes paid will be prorated to cover only the period of time within the tax fiscal year during



which this Lease was in effect, and Landlord shall promptly reimburse Tenant to the extent required. If Tenant fails to timely pay any Taxes, Landlord may pay them, and Tenant shall repay such amount to Landlord with Tenant's next rent installment.

The term "Taxes" shall mean: (i) any form of real estate tax or assessment imposed on the Premises by any authority, including any city, state or federal government, or any improvement district, as against any legal or equitable interest of Landlord or Tenant in the Premises or in the real property of which the Premises are a part, or against rent paid for leasing the Premises; and (ii) any form of personal property tax or assessment imposed on any personal property, fixtures, furniture, tenant improvements, equipment, inventory, or other items, and all replacements, improvements, and additions to them, located on the Premises, whether owned by Landlord or Tenant. Tenant to pay any charges imposed on Landlord or Tenant for fees associated with "Tenant's Use", eg. Traffic Impact Fee (TIF). "Taxes" shall exclude any net income tax imposed on Landlord for income that Landlord receives under this Lease. **Real Property taxes shall be paid through monthly CAC charges.**

Tenant may contest the amount or validity, in whole or in part, of any Taxes at its sole expense, only after paying such Taxes or posting such security as Landlord may reasonably require in order to protect the Premises against loss or forfeiture. Upon the termination of any such proceedings, Tenant shall pay the amount of such Taxes or part of such taxes as finally determined, together with any costs, fees, interest penalties, or other related liabilities. Landlord shall cooperate with Tenant in contesting any Taxes, provided Landlord incurs no expense or liability in doing so.

10. **ALTERATIONS.** Tenant may make alterations, additions or improvements to the Premises, including any Tenant's Work identified on attached **Exhibit B** ("Alterations"), with the prior written consent of Landlord, which consent shall not be unreasonably withheld. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures which may be performed without damaging existing improvements or the structural integrity of the Premises, and Landlord's consent shall not be required for Tenant's installation of those items. Tenant shall complete all Alterations at Tenant's expense in compliance with all applicable laws and in accordance with plans and specifications approved by Landlord, and using contractors approved by Landlord, which consent shall not be unreasonably withheld. Landlord shall be deemed the owner of all Alterations except for those which Landlord requires to be removed at the end of the Lease term. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditioned its consent upon Tenant leaving a specified Alteration at the premises, in which case Tenant shall not remove such Alteration. Tenant shall immediately repair any damage to the Premises caused by removal of Alterations.
11. **REPAIRS AND MAINTENANCE.** Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make all repairs and replacements, whether structural or non-structural, necessary to keep the Premises in safe operating condition, including all utilities and other systems serving the Premises, but excluding the roof, foundation and exterior walls, which Landlord shall maintain in good condition and repair at Landlord's expense. Tenant shall not damage any demising wall or disturb the structural integrity of the Premises and shall promptly repair any damage or injury done to any such demising walls or structural elements caused by Tenant or its employees, agents, contractors, or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the acts of Landlord or its agents, employees, contractors or invitees therein. **Landlord shall maintain the HVAC but quarterly maintenance and filter changes shall be paid thru CAC charges.**

Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted.
12. **ACCESS.** After reasonable notice from Landlord (48 hours except in cases of emergency, where no notice is required), Tenant shall permit Landlord and its agents and employees to enter the Premises at all reasonable times for the purposes of repair or inspection. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within 180 days prior to the expiration or sooner termination of the Lease term.
13. **SIGNAGE.** Tenant shall obtain Landlord's written consent before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole expense and in compliance with all applicable laws. Tenants shall not damage or deface the Premises in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal. Signs affixed to the building must be channel set raised lighted letters.

#### 14. DESTRUCTION OR CONDEMNATION.

**a. Damage and Repair.** If the Premises are partially damaged but not rendered untenable, by fire or other insured casualty, then Landlord shall diligently restore the Premises, and this Lease shall not terminate. The Premises shall not be deemed untenable if less than twenty-five percent (25%) of the Premises are damaged. Landlord shall have no obligation to restore the Premises if insurance proceeds are not available to pay the entire cost of such restoration. If insurance proceeds are available to Landlord but are not sufficient to pay the entire cost of restoring the Premises, then Landlord may elect to terminate this Lease and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.

If the Premises are entirely destroyed, or partially damaged and rendered untenable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises to their previous condition. If, within 60 days after receipt by Landlord from Tenant of written notice that Tenant deems the Premises untenable, Landlord fails to notify Tenant of its election to restore the Premises, or if Landlord is unable to restore the Premises within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease.

If Landlord restores the Premises under this Section 14(a), Landlord shall proceed with reasonable diligence to complete the work, and the base monthly rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole Premises, provided that there shall be a rent abatement only if the damage or destruction of the Premises did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors. Provided, Landlord complies with its obligations under this Section, no damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises. Landlord will not carry insurance of any kind for the protection of Tenant, or any improvements paid for by Tenant or as provided in **Exhibit C** or on Tenant's furniture or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord shall not be obligated to repair any damage thereto or replace the same unless the damage is caused by Landlord's negligence.

**b.** If the Premises are made untenable by eminent domain, or conveyed under a threat of condemnation, this Lease shall automatically terminate as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises and all Rents and other payments shall be paid to that date. In case of taking of a part of the Premises that does not render the Premises untenable, then this Lease shall continue in full force and effect and the base monthly rental shall be equitably reduced based on the proportion by which the floor area of any structures is reduced, such reduction in Rent to be effective as of the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses, relocation expenses or damages resulting from interruption in its business, provided that in no event shall Tenant's claim reduce Landlord's award.

#### 15. INSURANCE.

**a. Liability Insurance.** During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with the broad form property damage and contractual liability endorsements. This policy shall insure Tenant's activities and those of Tenant's employees, officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors with respect to the Premises against loss, damage or liability for personal injury or death or loss or damage to property with a combined single limit of not less than \$1,000,000 and a deductible of not more than \$5,000. The insurance will be noncontributory with any liability insurance carried by Landlord.

**b. Casualty Insurance.** During the Lease term, Tenant shall pay for and maintain all-risk coverage casualty insurance (with coverage for earthquake and if the Premises are in a flood plain, flood damage) for the Premises, in an amount sufficient to prevent Landlord or Tenant from becoming a co-insurer under the terms of the policy, and in an amount not less than the replacement cost of the Premises, with a deductible of not more than \$5,000. Casualty coverage shall be maintained through a risk pool with losses payable to Landlord, Landlord's lender(s), and Tenant as their interests may appear. In the event of a casualty loss on the Premises, Landlord may apply insurance proceeds under the casualty insurance policy in the manner described in Section 14(a).

**c. Miscellaneous.** Insurance required under this Section shall be with companies related A-XV or better in Best's Insurance Guide, and which are authorized to transact business in the State of Washington. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except by written approval by Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies or certificates of the insurance policies required by this Section. In no event shall the limit of such policies be considered as limiting the liability of Tenant under this Lease.

**d. Waiver of Subrogation.** Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by insurance required to be carried by each of them. Each party shall provide notice to the insurance carrier or carriers of this mutual waiver of subrogation and shall cause its respective insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such policies or to the extent of the liabilities exceeding the limits of such policies.

**e.** The aforementioned insurance requirements of the Tenant shall be fulfilled by the Tenant's membership and coverage in WCIA, a self-insured municipal insurance pool. Documentation of this policy will be provided upon commencement of the Lease and as requested thereafter.

16. **INDEMNIFICATION.** Tenant shall defend, indemnify, and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, arising from any negligent or wrongful act or omission of Tenant or Tenant's officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors on or around the Premises as a result of any act, omission or negligence of Tenant, or Tenant's officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel in defense of any action within Tenant's defense obligation. Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, arising from any negligent or wrongful act or omission of Landlord or Landlord's officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors on or around the premises as a result of any act, omission or negligence of Landlord, or Landlord's officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors, or arising from any breach of this Lease by Landlord.

17. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent, which shall not be unreasonably withheld or delayed. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer.

If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption or liquidation, or any change(s) in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest of Tenant, shall constitute a Transfer under this Section.

As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption instruments.

18. **LIENS.** Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability from any such liens including, without limitation, liens arising from any Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, upon request of Landlord, at Tenant's expense, immediately furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien(s).

19. **DEFAULT.** The following occurrences shall each be deemed an Event of Default by Tenant:

**a. Failure to Pay.** Tenant fails to pay any sum, including Rent, due under this Lease following three (3) days written notice from Landlord of the failure to pay.

**b. Vacation/Abandonment.** Tenant vacates the Premises (defined as an absence for at least 15 consecutive days without prior notice to Landlord), or Tenant abandons the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.

**c. Insolvency.** Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or a receiver, assignee or other liquidating officer is appointed for Tenant's business, provided that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within 60 days after its institution or commencement.

**d. Levy or Execution.** Tenant's interest in this Lease or the Premises, or any part thereof, is taken by execution or other process of law directed against Tenant or is taken upon or subjected to any attachment by any creditor of Tenant, if such attachment is not discharged within 15 days after being levied.

**e. Other Non-Monetary Defaults.** Tenant breaches any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section, and the breach continues for a period of 30 days after notice by Landlord to Tenant of the breach.

**f. Failure to Take Possession.** Tenant fails to take possession of the Premises on the Commencement Date.

## 20. REMEDIES.

Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

**a. Termination of Lease.** Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than written notice from Landlord to Tenant of termination shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss the Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described in Section 20B.

**b. Re-Entry and Reletting.** Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions, as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a written notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. During the Event of Default, Tenant will pay Landlord the rent and other sums which would be payable under this Lease if repossession had not occurred, plus the net proceeds, if any, after reletting the Premises, after deducting Landlord's Reletting Expenses. "Reletting Expenses" is defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions, attorneys' fees, remodeling and repair costs, costs for removing and storing Tenant's property and equipment, and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

c. **Waiver of Redemption Rights.** Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term, as it may have been extended.

d. **Nonpayment of Additional Rent.** All costs, which Tenant agrees to pay to Landlord pursuant to this Lease, shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have all the rights herein provided for in case of nonpayment of Rent.

e. **Failure to Remove Property.** If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof, and (iv) the balance, if any, to Tenant. Nothing in this section shall limit Landlord's right to sell Tenant's personal property as permitted by law to foreclose Landlord's lien for unpaid rent.

21. **MORTGAGE SUBORDINATION AND ATTORNMEN.** This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions ("Landlord's Mortgage"), provided the holder of any Landlord's Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage shall elect to continue this Lease in full force and effect. Tenant shall attorn to the holder of any Landlord's Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage provided such person(s) assume the obligations of Landlord under this lease. Tenant shall promptly and in no event later than fifteen (15) days execute, acknowledge and deliver documents which the holder of any Landlord's Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Tenant's obligations under this Section are conditioned on the holder of each of Landlord's Mortgage and each person acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage not disturbing Tenant's occupancy and other rights under this Lease, so long as no uncured Event of default exists.
22. **NON-WAIVER.** Landlord's waiver of any breach of any term contained in this Lease shall not be deemed to be a waiver of the same term for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any breach by Tenant preceding such acceptance.
23. **HOLDOVER.** If Tenant shall, without the written consent of Landlord, hold over after the expiration or termination of the Term, such tenancy shall be deemed to be on a month-to-month basis and may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 125% the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect.
24. **NOTICES.** All notices under this Lease shall be in writing and effective (i) when delivered in person, (ii) three (3) days after being sent by registered or certified mail to Landlord or Tenant, as the case may be, at the Notice Addresses set forth in Section 1(h); or (iii) upon confirmed transmission by facsimile to such persons at the facsimile numbers set forth in Section 1(h) or such other addresses/facsimile numbers as may from time to time be designated by such parties in writing.
25. **COSTS AND ATTORNEYS' FEES.** If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such suit, at trial and or appeal.
26. **ESTOPPEL CERTIFICATES.** Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the date the Lease term commenced and the date it expires; (ii) the amount of minimum monthly Rent and the date to which such Rent has been paid; (iii) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (iv) that this Lease represents the entire agreement

between the parties; (v) that all conditions under this Lease to be performed by landlord have been satisfied; (vi) that there are no existing claims, defenses or offsets which the Tenant has against the enforcement of this Lease by Landlord; (vii) that no Rent has been paid more than one month in advance; and (viii) that no security has been deposited with Landlord (or, if so, the amount thereof). Any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or assignee of any mortgage or new mortgage of Landlord's interest in the premises. If Tenant shall fail to respond within ten (10) days of receipt by Tenant of a written request by Landlord as herein provided, Tenant shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee.

27. **TRANSFER OF LANDLORD'S INTEREST.** This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, except for any retained security deposit or prepaid rent, and Tenant shall attorn to the transferee.
28. **RIGHT TO PERFORM.** If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease. Tenant shall, on demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.
29. **HAZARDOUS MATERIAL.** Landlord represents and warrants to Tenant that to the best of Landlord's knowledge, there is no "Hazardous Material" (as defined below) on, in, or under the Premises as of the Commencement Date except as otherwise disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the Commencement Date which has been or thereafter becomes unlawfully released through no fault of tenant, then Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contamination.

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises by Tenant, its agents, employees, contractors, or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, or elsewhere, damages arising from any adverse impact on marketing of space at the premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Lease term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remediation, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, results in any unlawful release of Hazardous Material on the premises or any other property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the premises or any other property, to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion.

As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by, but not limited to, any local governmental authority, the State of Washington or the United States Government due to its potential harm to the health, safety or welfare of humans or the environment.



30. **QUIET ENJOYMENT.** So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord, or by the holders of any Landlord's Mortgage or any successor thereto.
31. **RIGHT OF ENTRY.** Landlord and its agents, employees and contractors shall have the right to enter the Premises at reasonable times for inspection, to make repairs, alterations, and improvements, to show the Premises to prospective purchasers and, within six (6) months prior to the expiration of the Lease term, to show the Premises to prospective tenants.
32. **GENERAL.**
- a. Heirs and Assigns.** This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.
- b. Brokers' Fees.** Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Lease other than as disclosed in Section 35 or elsewhere in this Lease. Tenant shall indemnify and hold Landlord harmless against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. This subparagraph shall not apply to brokers with whom Landlord has an express written brokerage agreement.
- c. Entire Agreement.** This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the premises. No prior or contemporaneous agreements or understanding pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant.
- d. Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.
- e. Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington.
- f. Memorandum of Lease.** Except for page twelve (12) and attached **Exhibit A**, this Lease shall not be recorded. However, Landlord and Tenant shall, at the other's request, execute and record a memorandum of Lease in recordable form that identifies Landlord and Tenant, the commencement and expiration dates of the Lease, and the legal description of the Premises as set forth on attached **Exhibit A**.
- g. Submission of Lease Form Not an Offer.** One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both Landlord and Tenant.
- h. Authority of Parties.** Any individual signing this Lease on behalf of an entity represents and warrants to the other that such individual has authority to do so and, upon such individual's execution, that this Lease shall be binding upon and enforceable against the party on behalf of whom such individual is signing.
33. **EXHIBITS AND RIDERS.** The following exhibits and riders are made a part of this Lease:

**Exhibit A** – Legal Description

**Exhibit B** – Landlord Improvement Schedule

**Exhibit C** – Tenant Improvement Schedule

**Exhibit D** -- Floor Plan

**Exhibit E** -- Personal Guarantee

(Check the box for any of the following that will apply. Any riders checked shall be effective only upon being initialed by the parties and attached to the Lease. Capitalized terms used in the Riders have the meanings given to them in the Lease.)

☒ Limitation on Landlord's Liability Rider

☒ Guaranty of Tenant's Lease Obligations Rider

☒ Rent Rider

X Option to Extend Rider

34. **AGENCY DISCLOSURE.** At the Signing of this Agreement,

Landlord's Agent Washington Securities & Investment Corporation  
(Insert name of Licensee and Company name as licensed)

represented Gee Way Development Co., LLC  
(Insert Landlord, Tenant, both Landlord and Tenant, or neither Landlord nor Tenant)

and Tenant's Licensee Steven Daines, Daines Capital, LLC  
(Insert name of Licensee and Company name as licensed)

represented City of Richland, Washington (Tenant)  
(Insert Landlord Tenant, both Landlord and Tenant, or neither Landlord nor Tenant)

If Tenant's Licensee and Landlord's Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker acting as a dual agent. If Tenant's Licensee and Landlord's Agent are the same salesperson representing both parties, then both Landlord and Tenant confirm their consent to that salesperson and his/her Broker acting as dual agents. Landlord and Tenant confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

35. **BROKER PROVISIONS AND COMMISSION**

Landlord shall pay a commission to Washington Securities & Investment Corporation  
("Landlord's Agent") in the amount stated in a separate listing agreement or, if there is no listing agreement, then (check one):

x \$ \_\_\_\_\_ (complete only one).  
\_\_\_\_\_ \$ \_\_\_\_\_ per square foot of the Premises. The commission shall be earned upon occupancy of the Premises by Tenant and paid one-half upon execution of this Lease and one-half upon Tenant opening for business. Landlord's Agent shall pay to Daines Capital, LLC ("Tenant's Broker") the amount stated in a separate agreement between them or, if there is not agreement, \$ \_\_\_\_\_ / 3 % of the base rent of the initial term (complete only one) paid to Landlord's Agent, within five (5) days after receipt by Landlord's Agent. The Premises, described in the attached **Exhibit A**, are commercial real estate.

36. **SMOKING PROHIBITED:** "Smoke" or "smoking" means the carrying or smoking of any kind of lighted pipe, cigar, cigarette, or any other lighted smoking equipment. Smoking is prohibited in the subject premises which is hereby designated in its entirety as a non-smoking area pursuant to RCW 70.160.040(4) as presently written or as may be hereafter amended. Lessee for itself, its employees, agents, invitees, licensees, heirs and assigns agree and shall make every reasonable effort to prohibit smoking upon or within the premises by all persons to include posting or signs prohibiting smoking at each entrance and in prominent locations throughout the premises. Should Lessee fail to curtail smoking activities upon or within the premises after request by Lessor, the same shall constitute a breach of this lease permitting Lessor to exercise all remedies herein or permitted by law.

37. **Parking:** Tenant may use the eleven parking spaces at the SEC of the lot (See Diagrams A & A') and the two parking stalls at the NEC of the building. Although these spaces are non-exclusive by definition, Landlord will use its best efforts to deter or prohibit non-fire department users. Tenant agrees to not park at any time in the eight (8) spaces adjacent to the south side of the building.

In the event landlord constructs a building on the vacant ground to the south (behind Wendys) parking spaces may need to be re-assigned.

LANDLORD’S AGENT AND TENANT’S LICENSEE HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PREMISES, THE MEANING OF THE TERMS AND CONDITIONS OF THIS LEASE, LANDLORD’S OR TENANT’S FINANCIAL STANDING, ZONING, COMPLIANCE OF THE PREMISES WITH APPLICABLE LAWS, SERVICE OR CAPACITY OF UTILITIES, OPERATING EXPENSES, OR HAZARDOUS MATERIALS. LANDLORD AND TENANT ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL ADVICE ON THESE AND OTHER MATTERS ARISING UNDER THIS LEASE.

IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

|                                                  |                                       |
|--------------------------------------------------|---------------------------------------|
| <u>Gee Way Development Co., LLC</u><br>LANDLORD: | <u>City of Richland</u><br>TENANT:    |
| <u>By: Gregory S. Markel, Managing Member</u>    | <u>By: Jon Amundson, City Manager</u> |
| <u>Date</u>                                      | <u>Date</u>                           |

STATE OF WASHINGTON )  
 : ss.  
COUNTY OF BENTON )

I certify that I know or have satisfactory evidence that Gregory S. Markel is the person who appeared before me and said person acknowledged that he signed this instrument, and on oath stated that he was/were authorized to execute the instrument and acknowledged it as the Managing Member of Gee Way Development Co., LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.

(Seal or stamp)

Printed Name: Bonnie May  
NOTARY PUBLIC in and for the State  
of Washington, residing at Kennewick  
My Commission expires: December 14, 2027

STATE OF WASHINGTON )  
 : ss.  
COUNTY OF BENTON )

I certify that I know or have satisfactory evidence that Jon Amundson is the person who appeared before me and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.

(Seal or stamp)

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**LEASE AGREEMENT**  
**(Triple Net)**  
**(CONTINUED)**

**EXHIBIT A**  
**[Legal Description]**

A portion of Lot 2, Block 635, Plat of Richland, records of Benton County Washington.

Draft

**LEASE AGREEMENT**  
**(TRIPLE NET)**

**EXHIBIT B**

**(LANDLORD'S IMPROVEMENT SCHEDULE)**

Landlord agrees to improve the space located at 960 George Washington Way by performing the following:

N/A

The Landlord shall **not** be responsible for any tenant improvements. The space shall be delivered to the Tenant in its **AS IS** condition.

Draft



**LEASE AGREEMENT**  
**(Triple Net)**

**EXHIBIT C**

**[Tenant Improvement Schedule]**

Tenant agrees to improve the space located at 960 George Washington Way, Richland, Wa. by performing the following:

N/A

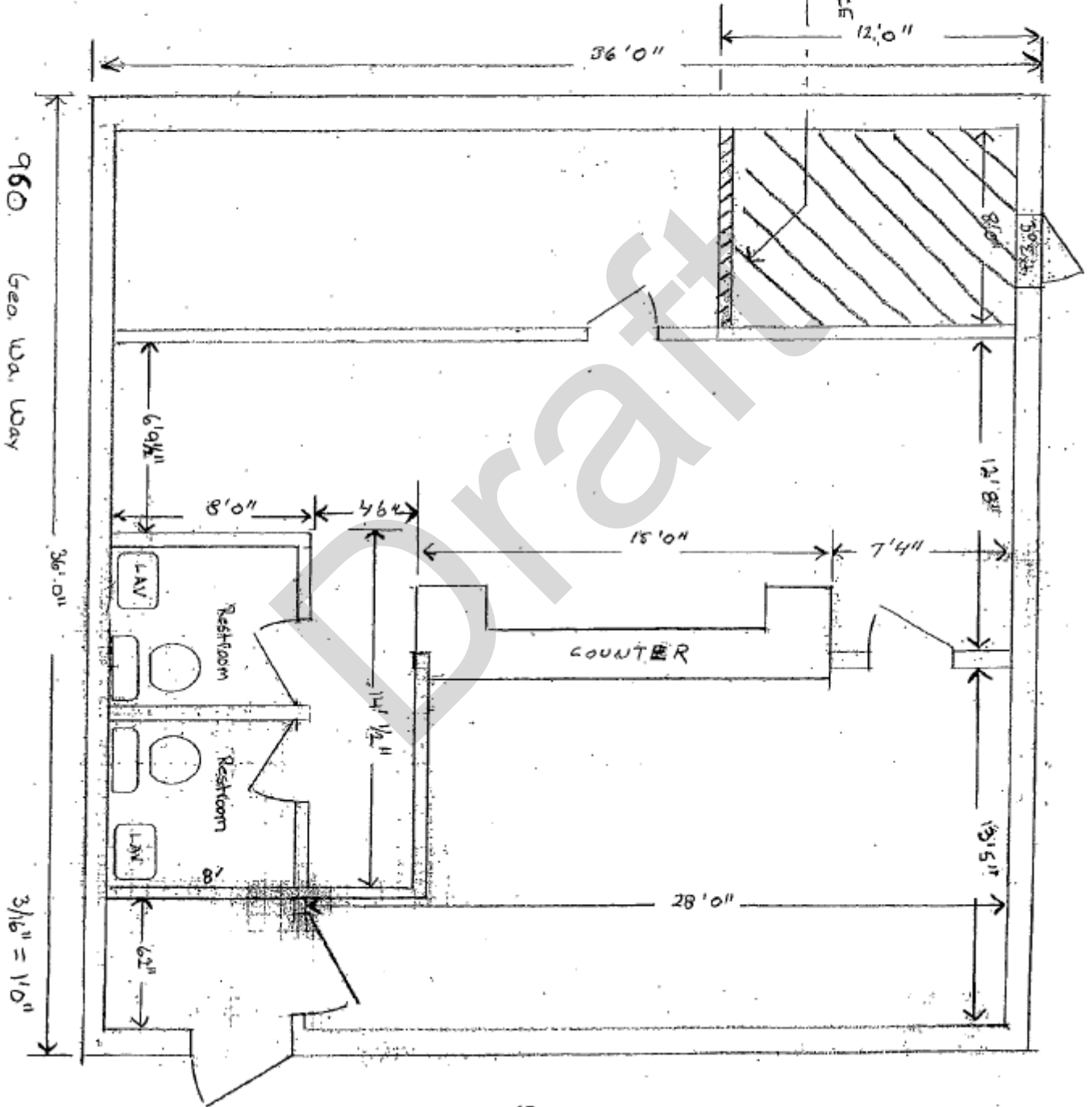
Any tenant improvements shall be completed at the sole cost and expense of the tenant. The Landlord shall approve any improvements to the subject space, **prior to any work being performed**. The tenant is responsible for any permits or fees that shall be due for tenant's occupancy. The space is being leased AS IS.

Draft

**EXHIBIT D**

**FLOOR PLAN**

Proposed 960 Office  
PARTITION  
8" H. Approx.



**EXHIBIT E**

**SHAREHOLDERS' PERSONAL GUARANTEE**

**OF CORPORATE OBLIGATIONS**

In consideration of the Lease Agreement between \_\_\_\_\_ Lessor and \_\_\_\_\_ as Lessee, the undersigned shareholder of \_\_\_\_\_ hereby personally guarantees the Corporation's performance of the terms and conditions of this Agreement. In the event the Corporation fails to perform any of the obligations of the Agreement, the shareholders shall perform the obligation on behalf of the Corporation. The shareholders authorize \_\_\_\_\_ to deal with the Corporation exclusively with regard to performances under this Agreement. Any amendment to the Agreement or modification of the Agreement shall not release the shareholder from this guarantee.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF WASHINGTON       )  
COUNTY OF BENTON       ) SS.

I, the undersigned, a Notary Public do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_ personally appeared before me \_\_\_\_\_ to me known to be the individual described in and who executed the within instrument and acknowledged to me that \_\_\_\_ signed and sealed the same as \_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the state of Washington  
Residing at \_\_\_\_\_  
My commission expires on \_\_\_\_\_

## **EXHIBIT F**

The Law of Real Estate Brokerage Relationships went into effect January 1, 1997. The law clearly defines the duties of Licensees in various agency relationships. We have enclosed for your review, a pamphlet entitled **The Law of Real Estate Agency** describing your legal rights in dealing with a real estate broker or salesperson. Your signature below acknowledges receipt of an original copy of the above referenced pamphlet.

The listing broker/Lessor's agent is Washington Securities & Investment Corporation. The broker who procured the Lessee ("Selling Agent"), is Washington Securities & Investment Corporation.

AGENCY DISCLOSURE: At the signing of this agreement the selling agent represented tenant. Each party signing this document confirms the prior oral and/or written disclosure of agency was provided to him/her/them in this transaction (WAC 308-124D-040).

If Washington Securities & Investment Corporation, represents both Lessor and Lessee, both parties have given and hereby confirm their consent to the same.

Draft

**ARBITRATION RIDER**

Any controversy or claim arising out of or relating to this Lease, or the breach thereof, other than an action by Landlord against Tenant for nonpayment of Rent, or for unlawful detainer or ejectment, shall be settled by arbitration in accordance with the commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

\_\_\_\_\_  
Landlord's Initials:

\_\_\_\_\_  
Tenant's Initials:

\_\_\_\_\_  
Landlord's Initials:

\_\_\_\_\_  
Tenant's Initials:

Draft

**LIMITATION ON LANDLORD'S LIABILITY RIDER**

Landlord and Tenant agree that Tenant's recourse against Landlord for any obligations of Landlord under this Lease shall be limited to Tenant's execution against Landlord's right, title and interest from time to time in the Premises. Neither Landlord nor any of its partners, shareholders, members, officers, directors, or other principals shall have any personal liability to Tenant as the result of any breach or default by Landlord under this Lease.

\_\_\_\_\_  
Landlord's Initials:

\_\_\_\_\_  
Tenant's Initials:

\_\_\_\_\_  
Landlord's Initials:

\_\_\_\_\_  
Tenant's Initials:

Draft



**GUARANTY OF TENANT'S LEASE OBLIGATIONS RIDER**

The undersigned hereby unconditionally guarantee, jointly and severally, to Gee Way Development Co. LLC ("Landlord), its successors and assigns, the full and prompt payment of Rent and any and all other sums and charges payable by City of Richland ("Tenant"), its successors, assigns and subtenants, and the full performance and observance of all of the covenants, terms, conditions and agreements to be performed and observed by Tenant, its successors, subtenants and assigns pursuant to the terms of the Lease Agreement dated February 1, 2026, regarding the premises commonly known as 960 George Washington Way, Richland, Wa. 99352 (the "Lease").

This Guaranty is an absolute and unconditional guaranty of payment and performance by the Tenant under the Lease. It shall be enforceable against the undersigned without the necessity of any suit or proceeding on the part of Landlord against Tenant or any other party.

Except for the right to receive such notice of default by Tenant, the undersigned waives any necessity of nonpayment, no performance, or nonobservance by Tenant of any term or provision of the Lease. This Guaranty shall not be discharged by reason of any assignment, renewal, modification or extension of the Lease or waiver or forbearance by Landlord of any of its terms, notice of all of which the undersigned hereby waives. If Landlord is required to employ an attorney to enforce or declare its rights hereunder, the prevailing party in any such action shall be entitled to recover its attorneys' fees and costs from the nonprevailing party, in an amount to be determined by the court in any such action.

Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
GUARANTORS

\_\_\_\_\_  
GUARANTORS

\_\_\_\_\_  
Landlord's Initials:

\_\_\_\_\_  
Tenant's Initials:

\_\_\_\_\_  
Landlord's Initials

\_\_\_\_\_  
Tenant's Initials

**RENT RIDER**

Landlord and Tenant should complete only those provisions below, which apply. Any provision below which is not completed shall not apply to the Lease.

1. **BASE MONTHLY RENT SCHEDULE.** Tenant shall pay Landlord base monthly rent during the Lease Term according to the following Schedule:

| <u>Lease Year</u>  | <u>Base Monthly Rent</u> | <u>Estimated Monthly CAC</u> | <u>Estimated Monthly Total</u> |
|--------------------|--------------------------|------------------------------|--------------------------------|
| <u>Year 1</u> .    | <u>\$2,052.00</u> .      | <u>\$757.00</u> .            | <u>\$2,809.00</u> .            |
| 2/1/2026-1/31/2027 |                          |                              |                                |
| <u>Year 2</u> .    | <u>\$2,094.00</u> .      | <u>\$757.00</u> .            | <u>\$2,851.00</u> .            |
| 2/1/27-1/31/28     |                          |                              |                                |
| <u>Year 3</u> .    | <u>\$2,135.00</u> .      | <u>\$757.00</u> .            | <u>\$2,892.00</u> .            |
| 2/1/28-1/31/29     |                          |                              |                                |

\_\_\_\_\_  
Landlord's Initials:

\_\_\_\_\_  
Tenant's Initials:

\_\_\_\_\_  
Landlord's Initials:

\_\_\_\_\_  
Tenant's Initials:

**OPTION TO EXTEND RIDER**

Provided Tenant is not in default at the time of exercise or upon the commencement of any extension term, Tenant shall have (if not completed, zero) two (2) successive options to extend the term of this Lease for ( three (3) ) years each. Tenant shall exercise each option by delivering with notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the then current Lease term. Upon the exercise of any option, the term of this Lease shall be extended for the period of the subject option upon all the same terms, conditions and covenants as set forth herein, except for the amount of the base monthly rental stated in the Lease. The base rent shall be negotiated, if Lessor and Lessee cannot agree on a base rent then said lease shall terminate.

\_\_\_\_\_  
Landlord's Initials

\_\_\_\_\_  
Tenant's Initials:

\_\_\_\_\_  
Landlord's Initials:

\_\_\_\_\_  
Tenant's Initials:

Draft



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/6/2026

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Strategic Priority 4 - Quality of Life

### Subject

Resolution No. 2026-03, Authorizing Application and Acceptance for a Washington State Home Electrification and Appliance Rebates Program Grant

### Department/Office

Energy Services

### Ordinance/Resolution Number

2026-03

### Document Type

Resolution

### Recommended Motion

Adopt Resolution No. 2026-03, authorizing submission of a Request for Application (RFA) to the Washington State Department of Commerce for Home Electrification and Appliance Rebates (HEAR) Program funds, and authorizing the City Manager to sign and execute grant agreements in the event applications are successful.

### Summary

The Washington State Department of Commerce (Commerce) is seeking applications for the [Home Electrification and Appliance Rebates \(HEAR\) Program](#) funds for the 2025-2027 funding period. Eligible HEAR funds provide rebates for the installation of high-efficiency electrical equipment that removes or reduces fossil fuel or inefficient electric equipment in:

1. Low- and moderate-income residential households (single and multifamily, including rentals) may apply for up to \$2.5 million in funding.
2. Small businesses and nonprofit organizations (1–50 employees, with under 7 million in gross revenue) may apply for up to \$1.5 million in funding.
3. Adult family homes (serving 1–6 residents) may apply for up to \$1.5 million in funding.

The total funds recommended for request through the Request For Application (RFA) process is \$5.5 million as identified above. Eligible HEAR equipment includes heat pumps, heat pump water heaters, induction cooking appliances, and heat pump clothes dryers.

Commerce requires 40% of HEAR funds be directed to low-income households, vulnerable populations, or overburdened communities in Census Tracts 103, 104, 105, 106 and 108.05. Administrative costs may be reimbursed for up to 15% of awarded HEAR funds.

The application deadline to apply for HEAR funds is February 5, 2026. All work must be completed and HEAR funds spent between April 1, 2026 and June 30, 2027.

Staff recommends adoption of Resolution No. 2026-03.

### Fiscal Impact

The Washington State Department of Commerce will reimburse the City for projects awarded HEAR funding plus administrative costs of up to 15% of awarded funds. Initial funding would be drawn from the City's approved 2026 Budget allocation of \$2,880,000 designated for Bonneville Power Administration expenditures and self-funded energy efficiency projects.

### Attachments

1. Resolution No. 2026-03
2. Proposed HEAR Program Grant Agreement

**RESOLUTION NO. 2026-03**

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,  
AUTHORIZING GRANT APPLICATION AND ACCEPTANCE FOR  
HOME ELECTRIFICATION AND APPLIANCE REBATES PROGRAM  
FUNDS FROM THE WASHINGTON STATE DEPARTMENT OF  
COMMERCE.**

**WHEREAS**, the City's Energy Services Department (RES) operates an energy efficiency program through the Bonneville Power Administration (BPA); and

**WHEREAS**, the Washington State Department of Commerce (Commerce) is seeking applications for Home Electrification and Appliance Rebates (HEAR) Program grant funds in 2025-2027; and

**WHEREAS**, eligible HEAR funds are intended to provide rebates for the installation of high-efficiency electrical equipment that removes or reduces fossil fuel or inefficient electrical equipment in low or moderate-income residential households, small businesses and nonprofit organizations with one to fifty employees, or adult family homes serving one to six residents; and

**WHEREAS**, RES will request up to \$5,500,000 in total HEAR funds with up to \$2,500,000 allocated for low or moderate-income residential household energy efficiency (EE) projects, up to \$1,500,000 allocated for small business and nonprofit organization EE projects, and up to \$1,500,000 allocated for adult family home EE projects; and

**WHEREAS**, EE project equipment meeting HEAR criteria would include heat pumps, heat pump water heaters, induction cooking appliances or heat pump clothes dryers; and

**WHEREAS**, Commerce requires 40% of HEAR funds to be directed to low-income households, vulnerable populations, or overburdened communities in Census Tracts 103, 104, 105, 106 and 108.05; and

**WHEREAS**, administrative costs of up to 15% of awarded HEAR funds are allowed; and

**WHEREAS**, all work must be completed and HEAR funds spent between April 1, 2026 and June 30, 2027; and

**WHEREAS**, Commerce will reimburse the City's Electric Utility Fund for projects awarded HEAR Program funding; and

**WHEREAS**, several potential projects have been identified that will meet Commerce's HEAR grant criteria if property owners authorize the EE projects through the City's approved EE contractors; and

**WHEREAS**, completed HEAR projects will contribute to energy efficiency savings reported by RES to BPA and to Washington's requirement for RES's energy efficiency target savings.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richland that staff is authorized to submit an application to the Washington State Department of Commerce for Home Electrification and Appliance Rebates Program grant funds.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to sign and execute all documents necessary to accept the HEAR Program grant award in the event the application is successful.

**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 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney



**STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE**

**REQUEST FOR APPLICATIONS (RFA)  
RFA NO. HEAR2025**

**NOTE:** Please read this entire document before submitting a response. Responses that do not meet one or more requirements stated herein may be disqualified and not scored.

**PROJECT TITLE:** State Home Electrification and Appliance Rebates Program

**RESPONSE DUE DATE:** February 5, 2026, at 4:00 PM, Pacific Time, Olympia, WA

**EXPECTED TIME PERIOD FOR CONTRACT:** 4/1/2026 – 6/30/2027

**CONTRACTOR ELIGIBILITY:** This procurement is open to those entities which satisfy the minimum qualifications stated herein and are available for work in Washington.

**FUNDING SOURCE AND METHOD:** This is state funding. Payments will be made on a **reimbursement basis** for deliverables accepted and/or allowable time and expenses.

**CONTENTS OF THE REQUEST FOR APPLICATIONS:**

1. Introduction
2. General Information
3. Application Contents
4. Evaluation and Award
5. Exhibits



## Table of Contents

|          |                                                          |           |
|----------|----------------------------------------------------------|-----------|
| <b>1</b> | <b>INTRODUCTION .....</b>                                | <b>3</b>  |
| 1.1      | PURPOSE AND BACKGROUND .....                             | 3         |
| 1.2      | OBJECTIVES AND SCOPE OF WORK .....                       | 3         |
| 1.3      | MINIMUM QUALIFICATIONS .....                             | 5         |
| 1.4      | FUNDING .....                                            | 6         |
| 1.5      | PERIOD OF PERFORMANCE .....                              | 7         |
| 1.6      | CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES ..... | 7         |
| 1.7      | DEFINITIONS .....                                        | 7         |
| 1.8      | ADA .....                                                | 9         |
| <b>2</b> | <b>GENERAL INFORMATION.....</b>                          | <b>10</b> |
| 2.1      | RFA COORDINATOR.....                                     | 10        |
| 2.2      | ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES .....       | 10        |
| 2.3      | APPLICANTS' CONFERENCE .....                             | 10        |
| 2.4      | QUESTION AND ANSWER PERIOD .....                         | 10        |
| 2.5      | SUBMISSION OF RESPONSES.....                             | 11        |
| 2.6      | PROPRIETARY INFORMATION/PUBLIC DISCLOSURE .....          | 11        |
| 2.7      | REVISIONS TO THE RFA.....                                | 12        |
| 2.8      | ACCEPTANCE PERIOD .....                                  | 12        |
| 2.9      | COMPLAINT PROCESS .....                                  | 12        |
| 2.10     | RESPONSIVENESS.....                                      | 12        |
| 2.11     | MOST FAVORABLE TERMS .....                               | 12        |
| 2.12     | CONTRACT AND GENERAL TERMS & CONDITIONS.....             | 13        |
| 2.13     | COSTS TO PROPOSE.....                                    | 13        |
| 2.14     | NO OBLIGATION TO CONTRACT .....                          | 13        |
| 2.15     | REJECTION OF RESPONSES .....                             | 13        |
| 2.16     | COMMITMENT OF FUNDS.....                                 | 13        |
| 2.17     | ELECTRONIC PAYMENT .....                                 | 13        |
| 2.18     | INSURANCE COVERAGE.....                                  | 13        |
| <b>3</b> | <b>RESPONSE CONTENTS .....</b>                           | <b>14</b> |
| 3.1      | CERTIFICATIONS AND ASSURANCES (MANDATORY) .....          | 14        |
| 3.2      | APPLICANT INFORMATION (SCORED) .....                     | 14        |
| 3.3      | DIVERSE BUSINESS INCLUSION PLAN (MANDATORY) .....        | 15        |
| 3.4      | WORKERS' RIGHTS CERTIFICATION (MANDATORY) .....          | 16        |
| <b>4</b> | <b>EVALUATION AND CONTRACT AWARD .....</b>               | <b>17</b> |
| 4.1      | EVALUATION PROCEDURE .....                               | 17        |
| 4.2      | CLARIFICATION OF RESPONSE.....                           | 17        |
| 4.3      | EVALUATION AND SCORING .....                             | 17        |
| 4.4      | VIRTUAL PRESENTATIONS MAY BE REQUIRED .....              | 18        |
| 4.5      | NOTIFICATION TO APPLICANTS.....                          | 18        |
| 4.6      | DEBRIEFING OF UNSUCCESSFUL APPLICANTS.....               | 18        |
| 4.7      | PROTEST PROCEDURE .....                                  | 18        |
| 4.8      | SUCCESSFUL APPLICANT REQUIREMENTS .....                  | 19        |
| <b>5</b> | <b>RFA EXHIBITS.....</b>                                 | <b>21</b> |
|          | EXHIBIT A: CERTIFICATIONS AND ASSURANCES .....           | 22        |

EXHIBIT B: APPLICANT INFORMATION .....23

EXHIBIT C: DIVERSE BUSINESS INCLUSION PLAN .....27

EXHIBIT D: WORKERS RIGHTS CERTIFICATION .....28

EXHIBIT E: SAMPLE CONTRACT TERMS AND CONDITIONS .....29

Draft

## 1 INTRODUCTION

### 1.1 PURPOSE AND BACKGROUND

The Washington State Department of Commerce hereafter called "COMMERCE," is initiating this Request for Applications (RFA) to solicit applications from those qualified and interested in grant funding for the State Home Electrification and Appliance Rebates Program (Program).

The Washington State Legislature created the Program to provide grants to third-party administrators to administer heat pump and other high-efficiency electric equipment rebates for low- and moderate-income households, small businesses, and adult family homes. The Program is authorized in section [1012\(1\)\(a\) of Substitute Senate Bill 5195](#).

The Program advances the goals of the [2021 State Energy Strategy](#) to decarbonize the building sector, by creating a high-efficiency electrification program that incentivizes the adoption of heat pump technology for space and water heating, and convert from gas to electric in existing residential and nonresidential buildings.

For a full list of Eligible Measures, see Section 1.2 OBJECTIVES AND SCOPE OF WORK.

COMMERCE intends to award multiple contracts to provide the services described in this RFA.

### 1.2 OBJECTIVES AND SCOPE OF WORK

The primary purpose of grants funded under this solicitation must be to:

- Administer rebate programs for low- and moderate-income (LMI) households, small businesses, and adult family homes for the purchase and installation of heat pumps and other high-efficiency electric equipment and appliances,
- Reduce energy use and greenhouse gas (GHG) emissions from residential and commercial buildings in Washington,
- Improve indoor air quality by switching from fossil fuels to high-efficiency electric equipment,
- Increase the scope and scale of low-income household energy programs, and address the home energy affordability gap in Washington, and
- Align and partner with the federally funded Inflation Reduction Act (IRA) household rebate programs.

Grants funded under this solicitation will be evaluated under two tracks.

**Track 1:** Eligible programs administered by **non-tribal entities** will provide rebates to install high-efficiency electric equipment to remove or reduce the use of fossil fuel, or inefficient electric, equipment in:

- Low- and moderate-income single- and multi-family residential households, including renter households
- Small businesses and nonprofit organizations
- Adult family homes

**Track 2:** Eligible programs administered by **state and federally recognized tribal governments, or non-tribal entities in partnership with tribal governments and with tribal support** will provide rebates to install high-efficiency electric equipment to remove or reduce the use of fossil fuel, or inefficient electric, equipment in:

- Low- and moderate-income single- and multi-family residential tribal citizen households, including renter households
- Tribal citizen owned small businesses and nonprofit organizations
- Adult family homes owned by tribal citizens or primarily serving tribal citizens

Programs administered by tribal governments or partnerships are not limited to serving only eligible recipients on recognized reservation land, but any recipients served off reservation land must demonstrate tribal enrollment.

Eligible **costs for both Tracks** include:

- Rebates to low- and moderate-income households and small businesses for the installation of high-efficiency electric equipment, as follows:

**Table 1: Eligible equipment for LMI households and small businesses**

| Upgrade Type                                                                          | Eligible Equipment                                                                                                                    |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Appliance                                                                             | Electric heat pump water heater                                                                                                       |
|                                                                                       | Electric air-source or ground source, ducted, ductless, or package terminal heat pump for space conditioning                          |
|                                                                                       | Induction cooking appliances; induction ranges, or radiant electric ranges                                                            |
|                                                                                       | Electric heat pump clothes dryer, all-in-one heat pump clothes dryer/washer combos, paired heat pump clothes dryer and clothes washer |
| Electric Service necessary for the installation of high-efficiency electric equipment | Electrical service and panel upgrade                                                                                                  |
|                                                                                       | Electric wiring                                                                                                                       |

- Rebates to adult family homes for the installation of high-efficiency electric heat pumps, as follows:

**Table 2: Eligible equipment for adult family homes**

| Upgrade Type                                                                          | Eligible Equipment                                                                                            |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Appliance                                                                             | Electric Air-source (ducted, ductless, or package terminal) or Ground source Heat Pump for Space Conditioning |
| Electric Service necessary for the installation of high-efficiency electric equipment | Electrical Service and Panel Upgrade                                                                          |
|                                                                                       | Electric Wiring                                                                                               |

**Eligible, reimbursable expenditures under both Tracks** include:

- Mechanical, electrical, and plumbing (MEP) equipment may be eligible if necessary for the installation of eligible high-efficiency electric equipment.
- Fossil fuel capping and decommissioning
- Program administration and outreach costs necessary for program implementation are capped at 15 percent of grant funds.

Grants funded under **all Tracks must meet the following**:

- At least 40 percent of program funds must serve low-income households, vulnerable populations, and/or overburdened communities, located in a census tract designated 8, 9 or 10 by the [Washington State Department of Health's Environmental Health Disparities Map](#) or located in a census tract identified by the [Washington State Office of Financial Management's Overburdened Communities of Washington Map](#).
- Remove fossil fuel and inefficient electric systems and equipment, where technically and economically feasible. Existing fossil fuel and inefficient electric systems and equipment that

cannot technically or economically be removed, may remain as a backup/auxiliary to high-efficiency electric equipment and appliances.

- All commercial and residential equipment **must be** [ENERGY STAR Certified](#) or [AHRI CEE Certified](#), or meet equivalent technical criteria.
- All equipment must be permanent or semi-permanent in nature, and intended to stay at the address where installed.
- Rebates must not exceed 100 percent of purchase and installation costs, taking into account any federal rebates from IRA, utility rebates, or other state funded rebates the project is utilizing.
- All equipment that uses refrigerants must follow the statutory global warming potential (GWP) limits from the [Washington State Department of Ecology](#) and the [U.S. Environmental Protection Agency \(EPA\)](#), and where technically and economically feasible, must use low GWP refrigerants listed by the [EPA's Significant New Alternatives Policy \(SNAP\) Program](#), or the [California Air Resources Board \(CARB\)](#).

**Ineligible activities and costs for all Tracks** include, but are not limited to:

- Purchase or installation of new fossil fuel equipment, or repairs to existing fossil fuel equipment, including, but not limited to:
  - Fossil fuel heat pumps or furnaces
  - Fossil fuel water heaters
  - Fossil fuel residential or commercial kitchen equipment
  - Fossil fuel clothes dryers
- Purchase or installation of:
  - Plug-load or small appliances
  - Refrigerators
  - Lighting equipment
  - Renewable energy systems, including battery storage
- Energy efficiency or weatherization measures not associated with the installation of eligible high-efficiency electric equipment, such as windows, air sealing, and insulation

In order to align with state clean energy policy goals and GHG mandates, and to ensure an equitable transition to clean energy, COMMERCE is prioritizing projects that meet the following criteria:

- Programs that maximize greenhouse gas emissions reductions through the targeted removal of fossil fuel equipment.
- Programs that intend to serve broad and diverse geographic areas across Washington State.
- Programs that demonstrate meaningful community engagement or co-creation with highly impacted communities, overburdened communities, and vulnerable populations.
- Programs that meaningfully address electrification for highly impacted communities, overburdened communities, and vulnerable populations.

COMMERCE may award multiple contracts as a result of this RFA.

### 1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Licensed to do business in Washington or submit a statement of commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Applicant.
- Applicant eligibility for Track 1:
  - Local Government
  - Washington State Agency
  - Retail Electric Utility

- o 501(c)(3) Non-profit organization
- o Community Action Agency
- o Partnerships or collaborations of two or more of the above eligible applicants
- Applicant eligibility for Track 2:
  - o State or federally recognized tribal government or entity
  - o Eligible Track 1 applicants in partnership with a state or federally recognized tribal government or entity, where the state or federally recognized tribal government or entity is the primary applicant
- Applicants must be in good standing with all applicable federal, state, and local laws and requirements, including with COMMERCE.

Minimum project qualifications include:

1. Must establish a new program or expand an existing program that provides rebates to eligible rebate recipients for the installation of eligible equipment as defined in Section 1.2 OBJECTIVES AND SCOPE OF WORK.
  - (i) **Eligible rebate recipients include:**
    - i. Single- or multi-family, owner- or renter-occupied households with total adjusted income below 80 percent of Area Median Income (AMI) or with total adjusted income between 80 percent and 150 percent of AMI as reported in the [U.S. Department of Housing and Urban Development income limits dataset](#).
    - ii. Small businesses or non-profit organizations with 50 employees or less, or otherwise meet the definition in Section 1.7 DEFINITIONS.
    - iii. Adult family homes licensed by the [Washington State Department of Social and Health Services](#).
2. Must serve multiple retail electric utility customers in Washington State by funding work at more than five single-family homes or multi-family building units, which may be owner- or renter-occupied, more than two small businesses or nonprofit organizations, or more than two adult family homes.

Applications which do not clearly meet or exceed these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any Application that is rejected as non-responsive will not be evaluated or scored.

#### 1.4 FUNDING

The Program has \$24,250,000 in state funds available for the duration of the period of performance from the Home Electrification and Appliance Rebates Program authorized in section 1012(1)(a), and \$4,850,000 in state funds available for the duration of the period of performance for heat pumps for adult family homes authorized in section 1012(1)(b) of Substitute Senate Bill 5195. These amounts reflect the deduction of 3 percent for administrative costs as approved by the Washington State Office of Financial Management. \$4,850,000 from SSB 5195 is reserved for awards to Track 1 and Track 2 applicants proposing to provide rebates for heat pumps for adult family homes.

The Program has an additional \$1,000,000 in state funds, available for the duration of the period of performance from the 2023-2025 Home Electrification and Appliance Rebates Program authorized in section [1008\(1\)\(a\) of Engrossed Substitute Senate Bill 5200](#). Commerce may award up to four contracts with funding from ESSB 5200 to eligible applicants under either Track 1 or Track 2 that have not previously received funding through the State HEAR Program or Washington State University Community Energy Efficiency Program.

**Table 3: Total Awardable Funds**

| <b>Funding Source</b>                  | <b>Amount</b>       |
|----------------------------------------|---------------------|
| 25-27 BIENNIA Capital Budget           | \$24,250,000        |
| 25-27 Adult family home Capital Budget | \$4,850,000         |
| 23-25 BIENNIA Capital Budget ESSB 5200 | \$1,000,000         |
| <b>Total Awardable Funds</b>           | <b>\$30,100,000</b> |

Eligible applicants may submit only one application. **An eligible applicant cannot submit a separate application if they are listed as part of a partnership or collaboration on another application from an eligible applicant.**

**Table 4: Funding Available by Track**

| Track   | Funding from SSB 5195 | Funding from ESSB 5200 |
|---------|-----------------------|------------------------|
| Track 1 | \$24,100,000          | \$1,000,000            |
| Track 2 | \$5,000,000           |                        |

If funding initially reserved for any one Track remains, COMMERCE may choose to allocate remaining funds to the other Track.

If funding from ESSB 5200 initially reserved for first-time recipients remains, COMMERCE may choose to allocate remaining funds to non-first-time recipients.

The minimum and maximum award amounts for both tracks are:

- The minimum award is \$250,000
- No maximum award

COMMERCE reserves the right to make partial awards based on application evaluation, and how the Applicant demonstrates they meet the priorities, goals, and objectives of this RFA. In the event additional funding becomes available, any contract awarded may be amended to provide for additional related services. Additional funding is not guaranteed.

No match funding is required for this program. Match funds do not need to be secured prior to application, but must be secured before the contract is executed.

Any contract(s) awarded as a result of this RFA is contingent upon the availability of funding.

## **1.5 PERIOD OF PERFORMANCE**

The period of performance of any contract(s) resulting from this RFA is tentatively scheduled to begin on or about 4/1/2026 and to end on 6/30/2027. COMMERCE reserves the option at its sole discretion to extend the contract for two additional one-year periods.

## **1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES**

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Applicants should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

## **1.7 DEFINITIONS**

Definitions for the purposes of this RFA include:

**Adult Family Home:** A residential home in which a person or persons provide personal care, special care, room, and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services, as defined in [RCW 70.128.010](#).

**Apparent Successful Applicant/Bidder/Vendor/Grantee/Awardee:** The Applicant(s) selected to enter into negotiations leading to a fully executed contract for the work described in this procurement document.

**Applicant:** Individual, company, organization, or firm submitting an Application in order to attain a contract with COMMERCE.

**Application:** A complete, formal offer submitted in response to this RFA.



**COMMERCE:** The Department of Commerce is the agency of the state of Washington that is issuing this RFA.

**Community Action Agency:** A nonprofit private or public organization established under the economic opportunity act of 1964, and local community action agencies comprise the community action agency network, as defined in [RCW 43.63A.115](#).

**Contract:** A written, legally binding agreement to perform the services proposed, also called a Grant or Interagency Agreement.

**Grantee:** Individual or organization whose Application has been accepted by COMMERCE and is awarded a fully executed, written contract.

**Exhibit:** Document attached to this RFA, also referred to as Attachment.

**Federally Recognized Tribal Government:** The government of any federally recognized Indian tribe whose traditional lands and territories included parts of Washington, designated subdivisions and agencies (such as a Tribal Housing Authority), or any other entities or authorities of a federally recognized Tribal government in corporate form or otherwise.

**Highly Impacted:** Communities ranked 9 or 10 as defined by the Washington Department of Health. The Washington [Environmental Health \(EHD\) Disparities Map](#) is an interactive tool that compares communities across Washington State for environmental health disparities. Health disparities are linked to social, environmental, and biologic factors. The EHD map uses a “cumulative impact” model, which reflects the interaction between biologic, social, and environmental factors.

**Housing Authority:** Any of the public corporations created by [RCW 35.82.030](#).

**Local Government:** For the purpose of this Program, “Local Governments” includes cities, towns, counties, special purpose districts, school districts, transportation authorities, municipal corporations, port districts or authorities, political subdivisions of any type, or any other entities or authorities of local government in corporate form or otherwise.

**Low-Income Household:** A household that has a taxable income for the preceding year not exceeding the higher of 80% of area median household income or 200% of the federal poverty level, adjusted for household size, as defined in [RCW 19.405.020\(24\)](#).

**Moderate-Income Household:** A single person, family, or unrelated persons living together whose adjusted income is more than 80 percent but is at or below 115 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development, as defined in [RCW 82.92.010\(14\)](#). For the purpose of this Program, “Moderate-Income Households” include a single person, family, or unrelated persons living together whose adjusted income is more than 80 percent but is at or below 150 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development.

**Multifamily Residential Building:** A building containing sleeping units of more than five dwelling units where occupants are primarily permanent in nature, as defined in [RCW 19.27A.200\(19\)](#).

**Non-Profit Organization:** A corporation where no part of the income of which is distributable to its members, directors or officers and that holds a current tax exempt status as provided under 26 U.S.C. Sec. 501(c)(3) or is specifically exempted from the requirement to apply for its tax exempt status under 26 U.S.C. Sec. 501(c)(3).

**Overburdened Community:** A geographic area where vulnerable populations face combined, multiple environmental harms and health impacts or risks due to exposure to environmental pollutants or

contaminants through multiple pathways, which may result in significant disparate adverse health outcomes or effects, as defined in [RCW 70A.65.010\(55\)](#).

**Rebate:** For the purpose of this Program, “rebate” means a discount or reduction, up to 100 percent, on the purchase or installation price of eligible high-efficiency electric equipment, which third-party administrators may automatically subtract from the purchase or installation price, without requiring an upfront payment, or require the purchaser to submit a form with proof of payment for reimbursement.

**Request for Applications (RFA):** Formal procurement document in which needed services are identified and entities are invited to submit their Application to provide those services; this procurement document.

**Retail Electric Utility:** Any electrical company, public utility district, irrigation district, port district, electric cooperative, or municipal electric utility that is engaged in the business of distributing electricity to retail electric customers in the state, as defined in [RCW 80.60.010](#).

**Small business:** An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that: (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either: (i) Fifty or fewer employees; or (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the Department of Revenue over the previous three consecutive years; or (b) Is certified with the Office of Minority and Women Business Enterprises under chapter 39.19 RCW.

**State agency:** Means every agency, office, department, division, bureau, board, commission, or institution of state government, including public institutions of higher education, but does not include the legislature or the judiciary.

**Total project cost:** All eligible costs to complete the proposed project except any contingency funds, including but not limited to labor, project management, materials, sales tax, etc.

**Veteran-owned business:** A business certified by the Washington Department of Veteran Affairs.

**Vulnerable populations:** Population groups that are more likely to be at higher risk for poor health outcomes in response to environmental harms, due to: (i) Adverse socioeconomic factors, such as unemployment, high housing and transportation costs relative to income, limited access to nutritious food and adequate health care, linguistic isolation, and other factors that negatively affect health outcomes and increase vulnerability to the effects of environmental harms; and (ii) sensitivity factors, such as low birth weight and higher rates of hospitalization. Vulnerable populations includes, but is not limited to: (i) Racial or ethnic minorities; (ii) Low-income populations; (iii) Populations disproportionately impacted by environmental harms; and (iv) Populations of workers experience environmental harms, as defined in [RCW 70A.02.010\(14\)](#).

## 1.8 ADA

COMMERCE complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFA Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

## 2 GENERAL INFORMATION

### 2.1 RFA COORDINATOR

The RFA Coordinator is the sole point of contact in COMMERCE for this RFA. All communication between Applicants and COMMERCE upon release of this RFA shall be with the RFA Coordinator, as follows:

|                 |                                                                                                                       |
|-----------------|-----------------------------------------------------------------------------------------------------------------------|
| Name            | Ury Warren                                                                                                            |
| E-Mail Address  | homerebates@commerce.wa.gov                                                                                           |
| Program Website | <a href="https://www.commerce.wa.gov/energy-incentives/hear/">https://www.commerce.wa.gov/energy-incentives/hear/</a> |

Any other communication will be considered unofficial and non-binding on COMMERCE. Applicants are to rely on written statements issued by the RFA Coordinator. **Communication directed to parties other than the RFA Coordinator may result in disqualification.**

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

|                                                                                                      |                           |
|------------------------------------------------------------------------------------------------------|---------------------------|
| Issue Request for Applications                                                                       | 10/31/2025                |
| Applicants' Conference                                                                               | 11/12/2025 at 12 p.m. PST |
| Question & answer period                                                                             | 10/31/2025 – 1/23/2026    |
| Answers issued no later than                                                                         | 1/27/2026                 |
| <b>Applications due</b>                                                                              | 2/5/2026 at 4:00 p.m. PST |
| Evaluation                                                                                           | 2/9/2026 – 3/9/2026       |
| Announce "Apparent Successful Applicant" and send notification via e-mail to unsuccessful Applicants | 3/16/2026                 |
| Hold debriefing conferences (if requested)                                                           | 3/20/2026 – 3/24/2026     |
| Negotiate contract                                                                                   | April 2026 – June 2026    |
| Earliest date contract may be signed                                                                 | 4/1/2026                  |

**COMMERCE reserves the right to revise the above schedule.**

### 2.3 APPLICANTS' CONFERENCE

A conference will be held on **November 12, 2025 at 12 p.m., Pacific time**. The conference will be virtual only. All prospective Applicants are encouraged attend; however, attendance is not mandatory. Use the following link to attend:

State HEAR – HEAR2025 RFA Applicants' Conference

November 12, 2025 12p.m. – 1:30 p.m.

[Conference Link – Zoom](#)

Passcode: 120561

Conference recording and materials will be uploaded to the [RFA Box folder](#).

COMMERCE will be bound only to COMMERCE written answers to questions. Questions arising at the Applicants' conference will be documented and answered in written form. A copy of the questions and answers will be sent to each prospective Applicant made the RFA Coordinator aware of its interest in this RFA.

### 2.4 QUESTION AND ANSWER PERIOD

COMMERCE will accept questions about this RFA sent to the RFA Coordinator at the email address listed in Section 2.1 during this period. Questions should not identify the submitting person or

organization. COMMERCE will answer all questions in a Q&A document posted no later than the date identified in Section 2.2.

## **2.5 SUBMISSION OF RESPONSES**

### **ELECTRONIC RESPONSES:**

Applications may be submitted to the RFA Coordinator by February 5, 2026, at 4:00 p.m., Pacific Time.

Applications must be submitted electronically as an attachment to an e-mail to the RFA Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word format or PDF. Zipped files cannot be received by COMMERCE and cannot be used for submission of Applications. The Certifications and Assurances form must have a signature of the individual within the organization authorized to bind the organization to the offer. COMMERCE does not assume responsibility for problems with non-COMMERCE e-mail. If COMMERCE email is not working, appropriate allowances will be made.

Applications may not be transmitted using facsimile transmission.

Applicants should allow sufficient time to ensure timely receipt of the Application by the RFA Coordinator. **Late Applications will not be accepted and will be automatically disqualified from further consideration, unless COMMERCE e-mail is found to be at fault.** All Applications and any accompanying documentation become the property of COMMERCE and will not be returned. Any information received as a result of this RFA may be collected and considered for continuous improvement purposes.

## **2.6 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Applications submitted in response to this competitive procurement shall become the property of COMMERCE. All Applications received shall remain confidential until the Apparent Successful Bidder is announced; thereafter, the Applications shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the Application that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Applicant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire Application exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Applicant has marked as "Proprietary Information" COMMERCE will notify the Applicant of the request and of the date that the records will be released to the requester unless the Applicant obtains a court order enjoining that disclosure. If the Applicant fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If an Applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, COMMERCE shall maintain the confidentiality of the Applicant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFA Coordinator is required. All requests for information should be directed to the RFA Coordinator.

## **2.7 REVISIONS TO THE RFA**

In the event it becomes necessary to revise any part of this RFA, addenda will be published on the program website listed in Section 2.1. Addenda is also published on Washington's Electronic Business Solution (WEBS), located at <https://fortress.wa.gov/ga/webs/>. Such addenda will also be published anywhere the RFA is posted, including on COMMERCE'S public webpage, located at <https://www.commerce.wa.gov/contracting/>.

COMMERCE also reserves the right to cancel or to reissue the RFA in whole or in part, prior to execution of a contract.

## **2.8 ACCEPTANCE PERIOD**

Applications must provide 60 days for acceptance by COMMERCE from the due date for receipt of Applications.

## **2.9 COMPLAINT PROCESS**

Vendors may submit a complaint to COMMERCE based on any of following:

- a) The solicitation unnecessarily restricts competition;
- b) The solicitation evaluation or scoring process is unfair; or
- c) The solicitation requirements are inadequate or insufficient to prepare an Application.

A complaint may be submitted to COMMERCE at any time prior to 5 days before the bid response deadline. The complaint must meet the following requirements:

- a) The complaint must be in writing;
- b) The complaint must be sent to the RFA coordinator in a timely manner;
- c) The complaint should clearly articulate the basis for the complaint; and
- d) The complaint should include a proposed remedy.

The RFA coordinator will respond to the complaint in writing. The response to the complaint and any changes to the solicitation will be posted on WEBS. The Director of COMMERCE will be notified of all complaints and will be provided a copy of COMMERCE'S response. The complaint may not be raised again during the protest period. COMMERCE'S action or inaction in response to the complaint will be final. There is no appeal process.

## **2.10 RESPONSIVENESS**

All Applications will be reviewed by the RFA Coordinator to determine compliance with administrative requirements and instructions specified in this RFA. The Applicant is specifically notified that failure to comply with any part of this RFA may result in rejection of the Application as non-responsive.

Disqualified Applicants will be notified at or about the time of disqualification.

Disqualified Applicants will be informed of the reason for disqualification; this shall constitute a debriefing conference for the purposes of Section 4.7, Protest Procedure.

COMMERCE reserves the right, at its sole discretion, to waive minor administrative irregularities.

## **2.11 MOST FAVORABLE TERMS**

COMMERCE reserves the right to make an award without further discussion of the Application submitted. Therefore, the Application should be submitted initially on the most favorable terms which

the Applicant can propose. COMMERCE reserves the right to contact an Applicant for clarification of its Application.

The Applicant should be prepared to accept this RFA for incorporation into a contract resulting from this RFA. Contract negotiations may incorporate some, or all, of the Applicant's Application. It is understood that the Application will become a part of the official procurement file on this matter without obligation to COMMERCE.

#### **2.12 CONTRACT AND GENERAL TERMS & CONDITIONS**

The Apparent Successful Applicant will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit E. In no event is an Applicant to submit its own standard contract terms and conditions in response to this solicitation. The Applicant may submit proposed edits as allowed in the Certifications and Assurances section, Exhibit A to this RFA. COMMERCE will review requested edits and accept or reject the same at its sole discretion.

#### **2.13 COSTS TO PROPOSE**

COMMERCE will not be liable for any costs incurred by the Applicant in preparation of an Application submitted in response to this RFA, in conduct of a presentation, or any other activities related to responding to this RFA.

#### **2.14 NO OBLIGATION TO CONTRACT**

This RFA does not obligate the state of Washington or COMMERCE to contract for services specified herein.

#### **2.15 REJECTION OF RESPONSES**

COMMERCE reserves the right at its sole discretion to reject any and all Applications received without penalty and not to issue a contract as a result of this RFA.

#### **2.16 COMMITMENT OF FUNDS**

The Director of COMMERCE or the Director's delegate are the only individuals who may legally commit COMMERCE to the expenditures of funds for a contract resulting from this RFA. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

#### **2.17 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The successful Applicant must have or obtain a Statewide Vendor Number (SWV) from the Office of Financial Management (OFM) to be paid by COMMERCE. For more information visit OFM at [www.ofm.wa.gov](http://www.ofm.wa.gov).

#### **2.18 INSURANCE COVERAGE**

The Applicant is to furnish COMMERCE with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below if requested.

The Applicant shall, at Applicant's own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Applicant shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and, if requested, a copy shall be forwarded to COMMERCE within fifteen (15) days of the contract effective date. Standard insurance requirements are included within the sample contract and its special terms and conditions attached as Exhibit E.

### 3 RESPONSE CONTENTS

#### **ELECTRONIC RESPONSES:**

Applications must be written in English and submitted electronically to the RFA Coordinator in the order noted below:

1. Certifications and Assurances (Exhibit A)
2. Applicant Information (Exhibit B)
3. Diverse Business Inclusion Plan (Exhibit C)
4. Workers' Rights Certification (Exhibit D)

Applications must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Application, but should also assist the Applicant in preparing a thorough response.

**All items marked “mandatory” must be included as part of the Application for the Application to be considered responsive, however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.**

#### **3.1 CERTIFICATIONS AND ASSURANCES (MANDATORY)**

**The Certifications and Assurances form (Exhibit A) must be signed and dated** by a person authorized to legally bind the Applicant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Those wishing to submit any proposed contract edits must indicate so on this form (see Section 2.12).

#### **3.2 APPLICANT INFORMATION (SCORED)**

The Applicant Information form (Exhibit B) must be completed in its entirety. If any question or section does not apply, please enter “N/A” or “None”.

- (i) Basic Information (Mandatory, Not Scored)
  - a. Full Legal Name of Organization
  - b. Licensed to do Business in Washington
  - c. Year Incorporated
  - d. Entity Type
  - e. Applicant Type
  - f. Mailing Address
  - g. Physical Address
  - h. Statewide Vender Number (SWV)
  - i. Uniform Business Identifier (UBI)
  - j. Unique Entity Identifier (UEI)
  - k. Key Staff
  - l. Partnership Information (if applicable)
  - m. Current or former state employees

- (ii) Technical Proposal (Mandatory, Scored)

The Applicant must describe how the proposed project meets the objectives and scope of work described in RFA Section 1.2 OBJECTIVES AND SCOPE OF WORK.

- a. Rebate recipients: Describe the eligible rebate recipients that the proposed rebate/incentive program will serve.
- b. Project Scope of Work: Include a complete description of the proposed rebate/incentive program scope. Describe the primary outcomes the Applicant's proposal aims to achieve. This section should convey the Applicant's understanding of the high-level objectives and minimum qualifications of this RFA and how their project relates to these objectives, including how it addresses community needs for these services; a work plan that includes proposed tasks, services, and activities, including a schedule indicating when elements of the work will be



completed; and the anticipated impacts and outcomes, including, if possible, an estimated number of eligible rebate recipients the program anticipates serving.

- c. Greenhouse gas emissions reductions: Describe if the program will primarily fund fuel-switching projects, and how the proposed program will maximize greenhouse gas reductions.
- d. Rebate Recipient Qualification: Describe how the project will qualify and verify eligibility of rebate recipients. Possible methods for verifying eligibility may include participation in other income-qualified benefits programs (LIHEAP, SNAP, Medicaid, etc.), tenancy in income qualified housing, tax records, self-attestation, or other methods that verify income against the thresholds described in RFA Section 1.3 MINIMUM QUALIFICATIONS. Describe the process for auditing rebate recipients, and how data will be collected, stored, and reported.

**(iii) Management Proposal (Mandatory, Scored)**

The Applicant must include the following information as elements of the Management Proposal:

- a. Project Team Structure: Provide a description of the proposed project team and internal controls to be used during the course of the project, including any subcontractors or partnerships.
- b. Risks: Identify potential risks that are considered significant to the success of the project, how the Applicant would propose to effectively monitor and manage these risks.

**(iv) Equity Narrative (Mandatory, Scored)**

The Equity Narrative must describe:

- a. How the project proposes to serve overburdened communities, highly impacted communities, and vulnerable populations, including how the project will adapt to and address barriers to serve the most marginalized communities, and how the program intends to prioritize specific populations or geographies to provide rebates. Indicate if the Applicant serves historically overburdened communities, highly impacted communities, and vulnerable populations.
- b. Program Geography: Describe the geographic area(s) in Washington State the proposed program intends to serve, including specific cities, counties, or regions, if the proposed service area has been served in the past by a State HEAR funded program, and if the Applicant is located in or primarily serves rural areas of Washington State. Provide screenshots or map images of the proposed service area(s).
- c. Describe any partnership(s) or cross-jurisdictional collaboration(s) the Applicant intends to establish to increase the geographic scope or access to the proposed program. Partnership(s) or collaboration(s) may be with entities that have not been awarded State HEAR Program or WSU CEEP funding.
- d. Describe the Applicant's previous experience and strategies to engage overburdened communities, highly impacted communities, and vulnerable populations in other programs, and the plans and strategies to meaningfully engage overburdened communities, highly impacted communities, and vulnerable populations in the development of the proposed program.

**(v) Cost Proposal (Mandatory, Scored)**

The minimum award amount for both Tracks is \$250,000 and there is no maximum award amount.

The evaluation process is designed to award this procurement not necessarily to the Applicant of least cost, but rather to the Applicant whose application best meets the requirements of this RFA. However, the Applicant is encouraged to submit Applications that are consistent with state government efforts to conserve resources.

The Cost Proposal must include the following information:

- a. Identification of Costs.
- b. Identification of matching funds, if applicable. Please provide documentation of the pledged matching funds.

**3.3 DIVERSE BUSINESS INCLUSION PLAN (MANDATORY)**

The Diverse Business Inclusion Plan (Exhibit C) is a communication tool allowing Applicants to inform COMMERCE if diverse business will be involved in the contract if awarded. Participation includes directly (the Applicant) and indirectly, such as any subcontractors or subgrantees who might carry out services chargeable to the contract. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the

office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. No minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal rules included or referenced in the contract documents will apply.

### **3.4 WORKERS' RIGHTS CERTIFICATION (MANDATORY)**

**The Workers' Rights Certification (Exhibit D) must be signed and dated** as described in Section 3.1. Some employers require their employees to waive certain rights. While this is legally permitted, the Washington Governor's Office considers it a harmful and disfavored practice. Executive Order 18-03 requires all state agencies to award bonus points in competitive processes to increase contracting with employers that do not require their employees to sign an individual arbitration clause or waiver of collective or class action. Those Applicants which certify they do not require their employees to waive such rights as a condition of employment will receive an extra 5% of their awarded points added to their final score.

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## 4 EVALUATION AND CONTRACT AWARD

### 4.1 EVALUATION PROCEDURE

Complete and responsive Applications will be evaluated strictly in accordance with the requirements stated in this RFA and any addenda issued. The evaluation of Applications will be accomplished by an evaluation team to be designated by COMMERCE, which will determine the ranking of the Applications.

### 4.2 CLARIFICATION OF RESPONSE

The RFA Coordinator may contact Applicants for clarification of any portion of the Applicant's Application. Submission or alteration of any materials after the due date is prohibited.

### 4.3 EVALUATION AND SCORING

The following weighting will be assigned for evaluation purposes:

| Category                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Weights                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <b>Technical Proposal:</b> <ul style="list-style-type: none"><li>• <b>Project design and feasibility:</b> Scope and outcomes are clearly defined. Project plan and work plan is detailed, clear, and likely to achieve the objectives and scope of work of this RFA.</li><li>• <b>Greenhouse gas emissions reductions:</b> Project seeks to maximize greenhouse gas emissions reductions.</li><li>• <b>Rebate recipient qualification:</b> Process for qualifying and verifying rebate recipients, and plan for auditing recipients is detailed and clearly defined.</li></ul>                                                                                                                                           | 50%                            |
| <b>Greenhouse gas emissions reductions</b> – Applicant proposes to primarily target and provide rebates for fuel-switching from fossil fuels to high-efficiency electric equipment and appliance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 5% Bonus to Technical Proposal |
| <b>Management Proposal</b> <ul style="list-style-type: none"><li>• <b>Structure of the project team and work plan:</b> Applicant has a qualified team to implement the program, adequate controls to ensure completion of the program. Appropriate partners and subcontractors are engaged and support the project.</li><li>• <b>Risk management:</b> Significant risks are identified and strategies in place to monitor and manage these risks.</li></ul>                                                                                                                                                                                                                                                              | 20%                            |
| <b>Equity Narrative</b> <ul style="list-style-type: none"><li>• <b>Serving overburdened communities and vulnerable populations:</b> Applicant primarily serves low-income households, vulnerable populations, and overburdened communities,</li><li>• <b>Program geography:</b> Programs not previously served by the State HEAR Program. Applicant is located in or primarily serves rural areas of Washington State. Applicant proposes partnerships or cross-jurisdictional collaboration to serve broader or diverse geographic areas.</li><li>• <b>Community Engagement:</b> Applicant demonstrates previous outreach and engagement experience, and thoroughly describes proposed engagement strategies.</li></ul> | 30%                            |
| <b>Workers' Rights Certification</b> – Exhibit D certifying that the Applicant does not require their employees to sign an individual arbitration clause as a condition of employment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 5% Bonus to Overall Score      |

Additionally, those organizations which certify they do not require their employees to sign an individual arbitration clause as a condition of employment will receive an extra 5% of their awarded points added to their final score (see Exhibit D).

COMMERCE will review applications on an ongoing basis in accordance with the schedule in RFA Section 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES.

#### **4.4 VIRTUAL PRESENTATIONS MAY BE REQUIRED**

COMMERCE, at its sole discretion, may select the top-scoring Applicant(s) from the written evaluation for a virtual presentation. If so, COMMERCE will contact the top-scoring Applicant(s) to schedule a date and time to meet on a platform such as Zoom or Microsoft Teams. Commitments made by the Applicant at the virtual presentation, if any, will be considered binding.

If held, the virtual presentation shall determine the Apparent Successful Applicant(s).

#### **4.5 NOTIFICATION TO APPLICANTS**

Applicants that are not selected for further negotiation or award will be notified by e-mail.

#### **4.6 DEBRIEFING OF UNSUCCESSFUL APPLICANTS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Applicant. The request for a debriefing conference must be received by the RFA Coordinator within three (3) business days after the Notification of Unsuccessful Applicant notice is emailed to the Applicant. The debriefing must be scheduled within three (3) business days of the request.

Discussion at the debriefing conference is strictly limited to the following:

- Evaluation and scoring of that organization's Application;
- Any written comments from evaluators related to that Applicant;
- Review of their final score in comparison with the other final scores **without** identifying the other participants or reviewing their Applications.

Comparisons between proposals or evaluations of the other proposals is not allowed. Debriefing conferences may be conducted on the telephone or by other electronic means and will be scheduled for a maximum of thirty (30) minutes. COMMERCE reserves the right to end a debriefing for any reason.

#### **4.7 PROTEST PROCEDURE**

This procedure is available to Applicants who submitted an Application in response to this RFA document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Applicant is allowed five (5) business days to file a protest of the RFA process with the RFA Coordinator. Protests must be received by the RFA Coordinator no later than 5:00pm Pacific time on the fifth business day following the debriefing. Protests must be submitted by email. Applicants may choose to copy COMMERCE'S Central Contracts Office at [centralcontracts@commerce.wa.gov](mailto:centralcontracts@commerce.wa.gov). Do not copy any other COMMERCE staff.

Anyone protesting this procurement must follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available under this RFA.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFA Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator
- Errors in computing the score
- Non-compliance with procedures described in this procurement document or current COMMERCE policy

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on or assessment of the quality of an Application, or 2) COMMERCE'S assessment of its own and/or other agencies' needs or requirements.

Scores received are not a valid basis of protest and will be dismissed as without merit unless included with facts supporting bias, discrimination, or conflict of interest on the part of an evaluator.

Upon receipt of a protest, a protest review will be held by COMMERCE. COMMERCE'S Chief Contracts Officer, or other employee delegated by the Director who was not involved in the award process, will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may directly impact the actual interest of another Applicant, such Applicant may be given an opportunity to submit its views and any relevant information on the protest.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold COMMERCE'S action, or
- Find only technical or harmless errors in COMMERCE'S acquisition process and determine COMMERCE to be in substantial compliance and reject the protest, or
- Find merit in the protest and provide COMMERCE options which may include:
  - o Correct the error(s) and re-evaluate all Applications
  - o Reissue the solicitation document and begin a new process
  - o Make other findings and determine other courses of action as appropriate

If COMMERCE determines that the protest is without merit, COMMERCE may enter into a contract with the Apparent Successful Applicant(s). If the protest is determined to have merit, one of the options above will be taken.

#### **4.8 SUCCESSFUL APPLICANT REQUIREMENTS**

The following requirements will apply to successful Applicant who are awarded funds.

Successful Applicant Requirements:

- Must maintain good standing with all applicable federal, state, local, and utility laws and requirements, including COMMERCE.
- Must provide a certification of and maintain insurance as designated in RFA Section 2.18 INSURANCE COVERAGE and as stated in the executed contract for the performance period of the contract.
- Comply with contract, audit, and monitoring requirements, including scheduled site visits and virtual monitoring visits.
- Utilize COMMERCE's online invoicing process for reimbursement.
- Must comply with and ensure that all Subgrantees, Subcontractors, and Partners comply with:
  - o All applicable federal, state, local, and utility laws and requirements.
  - o The applicable requirements of this Program and any resulting contract.
- Must ensure that all Subgrantees, Subcontractors, and Partners:
  - o Are responsible and qualified Applicants.
  - o Are eligible to bid on public works projects (not debarred).

- o Are in and maintain good standing with all applicable federal, state, local, and utility laws and requirements, including from COMMERCE.
- Must accurately and honestly represent the project within the application. COMMERCE reserves the right to revoke awards or terminate contracts inclusive of recuperating funding for projects that were misrepresented or fail to implement the project proposed during application.

#### Project Requirements:

- All entities involved must comply with applicable [Washington State Prevailing Wage](#) requirements for all rebate projects.
- All projects must comply with applicable requirements of [Governor's Executive Order \(GEO\) 21-02](#). For the purpose of this program, Successful Applicants must complete **only** a Tribal Consultation with potentially affected tribes. Successful Applicants may need to consult with the Washington State Department of Archaeology and Historic Preservation on a case-by-case basis if projects conduct ground disturbing activity beyond areas of known disturbance, or occur in a building 45 years or older.
- Project construction and operation must comply with applicable federal, state, local, and utility laws and requirements.
- Follow all guidelines set forth by COMMERCE, which COMMERCE may update on a periodic basis, and made available on the [State HEAR Program website](#).

#### Reporting Requirements:

- Recipients of funding must report to COMMERCE, in a form provided by COMMERCE, no less than quarterly regarding progress of the funded project, project outcomes upon completion of the project, budget projections, and other information upon request by COMMERCE. Upon project completion, a final summary and close out expenditure report of the project is required.
- Report site list to include the following information for each site that redeemed rebates for eligible high-efficiency electric equipment and appliances:
  - o Address, city, and zip code
    - DSHS license number, for adult family homes only
    - Identify that the address falls within an [OFM designated overburdened community](#)
  - o Rebate amount
  - o Date rebate was issued
  - o Date of install
  - o Pre-installation fuel type or heating source
  - o Technical specification of installed equipment, including, but not limited to, brand, system size, and efficiency rating
  - o Proof of income or eligibility verification of the rebate recipient
- Report site list to include the following information for each site where high-efficiency electric equipment and appliances were installed:
  - o Address, city, and zip code
    - DSHS license number, for adult family homes only
    - Identify that the address falls within an [OFM designated overburdened community](#)
  - o Installation cost
  - o Date of install
  - o Pre-installation fuel type or heating source
  - o Technical specifications of installed equipment, including, but not limited to, brand, system size, and efficiency rating
  - o Proof of income or eligibility verification of the rebate or incentive recipient
- COMMERCE will withhold five percent (5%) of the total reimbursable amount until acceptance by COMMERCE of the final summary and close out expenditure report.
- Recipients of funding must use an acceptable method of income qualification, which may include participation in other state and federal income-qualified benefits programs, tenancy in

- income-qualified housing units, tax records, or other method that verify income and eligibility against the thresholds described in RFA Section 1.3 MINIMUM QUALIFICATIONS.
- Recipients of funding must conduct regular audits and provide COMMERCE with a report demonstrating that at least 10 percent of rebate recipients were audited and meet the thresholds described in RFA Section 1.3 MINIMUM QUALIFICATIONS.
  - Recipients of funding must comply with regular audits requested by COMMERCE, which may be scheduled at the discretion of COMMERCE.

## **5 RFA EXHIBITS**

|           |                                      |
|-----------|--------------------------------------|
| Exhibit A | Certifications and Assurances        |
| Exhibit B | Applicant Information                |
| Exhibit C | Diverse Business Inclusion Plan      |
| Exhibit D | Workers' Rights Certification        |
| Exhibit E | Sample Contract Terms and Conditions |

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## EXHIBIT A: CERTIFICATIONS AND ASSURANCES

### CERTIFICATIONS AND ASSURANCES

**I/we make the following certifications and assurances as a required element of my/our Application, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):**

1. I/we declare that all answers and statements made in the Application are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single Application.
3. The attached Application is a firm offer for a period of 60 days following receipt, and it may be accepted by COMMERCE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this Application, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this Application or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that COMMERCE will not reimburse me/us for any costs incurred in the preparation of this Application. All Applications become the property of COMMERCE, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Application.
6. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Applicant and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Applicant or to any competitor.
7. I/we agree that submission of the attached Application constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Applicant to induce any other person or organization to submit or not to submit an Application for the purpose of restricting competition.
9. I/we grant COMMERCE the right to contact references and others, who may have pertinent information regarding the Applicant's prior experience and ability to perform the services contemplated in this procurement.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

**I/We have reviewed the Contract and General Terms and Conditions and I/we:** (check one and sign)

- ☐ **are** submitting proposed Contract edits. If proposed Contract edits are being submitted, I/we have attached them to this form. (See Section 2.12)
- ☐ **are not** submitting proposed Contract edits. (*Default if neither are checked*)

On behalf of the organization submitting this Application, my signature below attests to the accuracy of the above statements as well as my authority to bind this organization.

---

Signature

---

Printed Name and Title

---

Date

**EXHIBIT B: APPLICANT INFORMATION****APPLICANT INFORMATION**

|                                        |                    |                                           |                                                                                                                                                                          |                        |           |
|----------------------------------------|--------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------|
| <b>Full Legal Name of Organization</b> |                    |                                           | <b>Licensed to do Business in Washington?</b>                                                                                                                            |                        |           |
|                                        |                    |                                           | <input type="checkbox"/> Yes<br><input type="checkbox"/> Will become licensed within 30 days of award<br><input type="checkbox"/> Federally recognized tribal government |                        |           |
| <b>Year Incorporated</b>               | <b>Entity Type</b> |                                           | <b>Previous Recipient of State HEAR or WSU CEEP Funds</b>                                                                                                                | <b>Applicant Track</b> |           |
|                                        | Choose an item.    |                                           | Choose an item.                                                                                                                                                          | Choose an item.        |           |
| Additional Detail:                     |                    |                                           |                                                                                                                                                                          |                        |           |
| <b>Mailing Address</b>                 |                    |                                           | <b>Physical Address (if different than mailing address)</b>                                                                                                              |                        |           |
| Street:                                |                    |                                           | Street:                                                                                                                                                                  |                        |           |
| City:                                  | State:             | Zip Code:                                 | City:                                                                                                                                                                    | State:                 | Zip Code: |
| <b>Statewide Vendor Number (SWV):</b>  |                    | <b>Uniform Business Identifier (UBI):</b> | <b>Unique Entity Identifier (UEI):</b>                                                                                                                                   |                        |           |
|                                        |                    |                                           |                                                                                                                                                                          |                        |           |

**Key Staff**

|                                                               |  |  |                                                             |  |  |
|---------------------------------------------------------------|--|--|-------------------------------------------------------------|--|--|
| <b>Primary contact person for this Application</b>            |  |  | <b>Other Application contact</b>                            |  |  |
| Name and Title:                                               |  |  | Name and Title:                                             |  |  |
| Phone:                                                        |  |  | Phone:                                                      |  |  |
| Email:                                                        |  |  | Email:                                                      |  |  |
| <b>Executive (Person with authority to bind organization)</b> |  |  | <b>Grant Manager (Primary contact for grant activities)</b> |  |  |
| Name/Title:                                                   |  |  | Name/Title:                                                 |  |  |
| Phone:                                                        |  |  | Phone:                                                      |  |  |
| Email:                                                        |  |  | Email:                                                      |  |  |
| <b>Finance (Primary contact for invoices and payment)</b>     |  |  | <b>Data Manager (Primary contact for data security)</b>     |  |  |
| Name/Title:                                                   |  |  | Name/Title:                                                 |  |  |
| Phone:                                                        |  |  | Phone:                                                      |  |  |
| Email:                                                        |  |  | Email:                                                      |  |  |

**Partnership Information (if applicable)**

|                                        |                                          |                                            |
|----------------------------------------|------------------------------------------|--------------------------------------------|
| <b>Name of Partner Organization(s)</b> | <b>Uniform Business Identifier (UBI)</b> | <b>Licensed to do Business in WA State</b> |
|                                        |                                          | Choose an item.                            |
|                                        |                                          | Choose an item.                            |
|                                        |                                          | Choose an item.                            |
|                                        |                                          | Choose an item.                            |
|                                        |                                          | Choose an item.                            |
|                                        |                                          | Choose an item.                            |

**Current or former state employees**

Identify any state employees or former state employees employed by the Applicant or on the Applicant's governing board as of the date of submission. Include their position and responsibilities within the Applicant's organization. If, following a review of this

information, it is determined by Commerce that a conflict of interest may exist, the Applicant may be disqualified from further consideration for the award of a contract.

| Name | Title | Responsibilities | State Agency | Last Year Worked |
|------|-------|------------------|--------------|------------------|
|      |       |                  |              |                  |
|      |       |                  |              |                  |
|      |       |                  |              |                  |

- ☐ I/we certify no current or former state employees are employed by this organization nor serve on the governing board.

### Past Contracts

If the Applicant has had any contract terminated for default in the last five years, describe below. Termination for default, also called termination for cause, is defined as notice to stop contract work for reasons related to contract performance and/or compliance and the termination was either (a) not litigated due to inaction on the part of the Applicant, or (b) litigated and such litigation determined that the Applicant was in default. Submit full details of the terms for default, adding additional pages if needed and include: the other party's and contact information, as well as your position on the matter. Commerce will evaluate the facts and may, in its sole discretion, reject the Application on these grounds.

| Other Party | Contract Purpose | Date of Termination | Details |
|-------------|------------------|---------------------|---------|
|             |                  |                     |         |
|             |                  |                     |         |

- ☐ I/we certify the Applicant has had no contracts of any kind terminated for default in the last five years.

If the Applicant has held any contract (including grants, work orders, purchase requests, MOUs, etc.) with the state of Washington, whether an Agency, Department, Board, Office, Council, Institution of Higher Education, or other entity of the state, within the past 36 months, describe each contract below:

| State Agency and Contract Manager Name | Contract Number | Total Amount | Start Date | End Date |
|----------------------------------------|-----------------|--------------|------------|----------|
|                                        |                 |              |            |          |
|                                        |                 |              |            |          |

- ☐ I/we certify the Applicant has not held any contract with the state of Washington in the past 36 months.

### NARRATIVE QUESTIONS

Please answer each question in enough detail to convey to the evaluation team the Applicant's understanding of the services, the needs of the communities to be served, and the Applicant's organizational priorities and practices. Each response must convey to the evaluation team how the Applicant anticipates achieving the goals and objectives as described in RFA Section 1.2 OBJECTIVES AND SCOPE OF WORK.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Technical Proposal</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <b>1. Eligible rebate recipients described in RFA Section 1.3 MINIMUM QUALIFICATIONS the proposed rebate/incentive program will serve (select all that apply):</b><br><input type="checkbox"/> LMI Residential Households <input type="checkbox"/> Small businesses <input type="checkbox"/> Adult Family Homes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| <b>2. Please see RFA Section 1.1 and 1.2 for the purpose and objectives of this RFA. Provide a complete description of the proposed rebate/incentive program, including:</b><br><b>(a) how it addresses needs in your community for these services</b><br><b>(b) a work plan that includes the proposed tasks, services, and activities necessary to accomplish the scope of the program defined in the RFA, including a schedule indicating when elements of the work will be completed, and</b><br><b>(c) the impacts and outcomes, and how these outcomes would be monitored, measured, and reported.</b><br><b>If possible, please provide an estimated number of households, small businesses, or adult family homes the proposed program anticipates serving. (1500 word limit)</b><br><a href="#">Click or tap here to enter text.</a> |  |
| <b>3. (a) Will the proposed program primarily target and provide rebates for fuel-switching projects (from fossil fuels to high-efficiency electric)?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |

☐ Yes ☐ No

**(b) Please describe how the proposed program will maximize greenhouse gas reductions. Your explanation should include strategies and plans for targeting recipients with fossil fuels, what types of fossil fuels and equipment the program will target for replacement, and eligible equipment to be installed. (500 word limit):**

Click or tap here to enter text.

- 4. Please describe how the program will qualify and verify that households, small businesses, or adult family homes meet the minimum requirements in RFA Section 1.3 MINIMUM QUALIFICATIONS, including a clear plan for auditing rebate recipients, and how data will be collected, stored, and reported to COMMERCE. (500 word limit)**

Click or tap here to enter text.

#### **Management Proposal**

- 5. Please provide a description of the project team structure and describe any subcontractors or partnership(s), including any contractual relationship or division of project tasks, in place or anticipated, to carry out the proposed rebate or incentive program. Please describe any internal controls to be used during the course of the project to ensure completion of the proposed scope of work. (500 word limit)**

Click or tap here to enter text.

- 6. What significant risks and other challenges would your organization, and any subcontractors or partnerships, face in delivering the services of this RFA? What strategies or processes are in place to effectively monitor and manage these risks? (500 word limit)**

Click or tap here to enter text.

#### **Equity Narrative**

- 7. (a) Overburdened communities, highly impacted communities, and vulnerable populations are routinely underserved in community service. How does your program adapt to and address barriers to provide services to the most underserved communities? (1,000 word limit)**

Click or tap here to enter text.

**(b) The Applicant primarily serves historically overburdened communities, highly impacted communities, and vulnerable populations. If "Yes", please explain. (500 word limit)**

☐ Yes ☐ No

Click or tap here to enter text.

- 8. (a) Please describe the geographic area in Washington State the proposed program intends to serve, identifying specific cities, counties, or regions. Please provide a screenshot or map showing the proposed service area. (100 word limit)**

Click or tap here to enter text.

**(b) Has the proposed service area previously been served by a program funded through the State HEAR Program?**

☐ Yes ☐ No

**(c) Is the Applicant located in, or primarily serving, a rural area of Washington?**

☐ Yes ☐ No

**9. Please describe any partnership(s) or cross-jurisdictional collaboration(s) the Applicant intends to establish with other eligible entities to increase access to, or geographic scope of, the proposed rebate program. Partnership(s) or collaboration(s) may be with entities that have not been awarded funding from either the State HEAR Program or the WSU CEEP Program. (500 word limit)**

Click or tap here to enter text.

**10. Please describe the Applicant's (a) previous experience and strategies to engage overburdened communities, highly impacted communities, and vulnerable populations in other programs, and (b) the plans and strategies to meaningfully engage overburdened communities, highly impacted communities, and vulnerable populations in the development of the proposed program. (500 word limit)**

Click or tap here to enter text.

### Cost Proposal

Please include a detailed budget not to exceed the amount in Section 1.4 FUNDING. Include costs of all things necessary to carry out the services of this RFA. Costs for work to be done by subcontractors or subgrantees are to be broken out separately. Please provide documentation of matching funds, if the Applicant is pledging matching funds for the proposal.

|                                                                                                                                                           |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 1. Total funds requested from the State HEAR Program                                                                                                      | \$ |
| 2. Total funds from Line 1 for serving adult family homes, <b>if applicable</b> . If not proposing to serve adult family homes, leave blank or enter "0". | \$ |
| 3. Anticipated administrative and outreach costs from the Line 1 funding request, including staffing and contractor fees.                                 | \$ |
| Matching funds Applicant is pledging                                                                                                                      | \$ |

The evaluation process is designed to award funding not necessarily to the Applicants of least cost, but rather to Applicants that best meet the requirements of this RFA. Applicants are encouraged, however, to submit budgets which are consistent with efforts to conserve state resources.

## EXHIBIT C: DIVERSE BUSINESS INCLUSION PLAN

### DIVERSE BUSINESS INCLUSION PLAN

Please see Section 3.3 for more information regarding the Diverse Business Inclusion Plan.

**If awarded a contract as a result of this RFA**, do you anticipate subcontracting\* with or purchasing from any of the following:

|                                            | Yes                      | No                       |
|--------------------------------------------|--------------------------|--------------------------|
| State Certified Minority Owned Businesses? | <input type="checkbox"/> | <input type="checkbox"/> |
| State Certified Woman Owned Businesses?    | <input type="checkbox"/> | <input type="checkbox"/> |
| State Certified Veteran Owned Businesses?  | <input type="checkbox"/> | <input type="checkbox"/> |
| Washington Small Businesses?               | <input type="checkbox"/> | <input type="checkbox"/> |

#### **Organizational Goals:**

Please list the approximate percentage of funding received through this RFA which is expected to be subcontracted to each subcontractor category:

*For example, say the total funding is \$10,000. Of that, \$1,000 will be subcontracted to a business to create one of the deliverables and the organization plans to use a Washington Small Business. They would enter "10%" on the appropriate line below. On the other hand, if all subcontracts will be with nonprofit organizations or with businesses not described below, they would enter "0%".*

State Certified Minority Owned Businesses: \_\_\_\_\_%

State Certified Woman Owned Businesses: \_\_\_\_\_%

State Certified Veteran Owned Businesses: \_\_\_\_\_%

Washington Small Businesses: \_\_\_\_\_%

Please list the approximate percentage of purchases reimbursed by funding received as a result of this RFA that will be made from each category:

*For example, say allowable expenses are estimated to be \$1000, most of which will reimburse the cost of supplies purchased from various sources. If the organization plans to make half of those purchases from a Certified Woman-Owned Business, they would enter "50%" on the appropriate line below.*

State Certified Minority Owned Businesses: \_\_\_\_\_%

State Certified Woman Owned Businesses: \_\_\_\_\_%

State Certified Veteran Owned Businesses: \_\_\_\_\_%

Washington Small Businesses: \_\_\_\_\_%

**If you plan to subcontract and/or purchase with funding received as a result of this RFA and answered 'No' to all questions above, please explain:**

[Click or tap here to enter text.](#)

- ☐ I/We do not plan to subcontract any of the work described in this RFA.
- ☐ I/We do not plan to make any purchases reimbursable under this RFA.

Please identify the person in your organization who will manage your Diverse Business Inclusion Plan related to this project:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**\*Please note that subcontracting must be done in accordance with contractual terms and conditions which may include specific subcontractor selection requirements. Do not select subcontractors until you have reviewed all applicable requirements.**

## EXHIBIT D: WORKERS RIGHTS CERTIFICATION

### Applicant Certification Executive Order 18-03 – Workers' Rights

Pursuant to the Washington State Governor's Executive Order 18-03, dated June 12, 2018, the Washington State Department of Commerce is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

RFA Number: HEAR2025

I hereby certify, on behalf of the organization identified below, as follows (*check one*):

☐ NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This organization does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

☐ MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This organization requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

☐ This organization certifies it has no employees.

I hereby certify, under penalty of perjury under the laws of the state of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the organization listed herein.

Organization Name: \_\_\_\_\_

Print full legal entity name of organization

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Place: \_\_\_\_\_

Print city and state where signed

Date: \_\_\_\_\_

Return Applicant Certification to Procurement Coordinator as part of your complete response.



## **EXHIBIT E: SAMPLE CONTRACT TERMS AND CONDITIONS**

View Sample Terms and Conditions in the [State HEAR 2025-27 HEAR2025 RFA Materials folder on Box.com](#).

“Interagency” terms and conditions apply to local and state governments.

“Tribal” terms and conditions apply to state and federally recognized tribal governments and entities. Some tribal governments may have a memorandum of understanding with COMMERCE. If the apparently successful applicant is a tribal government with a memorandum of understanding with COMMERCE, contract negotiations may proceed with the terms and conditions of the memorandum of understanding.

“Capital” terms and conditions apply to all others.

Draft



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/6/2026

Agenda Category: Resolutions - Adoption

Strategic Priority 5 - Engaged Workforce

### Subject

Resolution No. 2026-04, Authorizing Application and Acceptance of Professional Development Grants from the Washington State Library

### Department/Office

Parks & Public Facilities

### Ordinance/Resolution Number

2026-04

### Document Type

Resolution

### Recommended Motion

Adopt Resolution No. 2026-04, authorizing submission of a grant application to the Washington State Library for Professional Development Grants, and authorizing the City Manager to execute all necessary documents to receive the grant in the event staff's application is successful.

### Summary

The Washington State Library provides grants to support library workers pursuing professional development opportunities. The grant allows for funds of up to \$6,000 for staff to attend conferences, workshops, and seminars per federal fiscal year (October 1 - September 30).

Resolution No. 2026-04 will allow staff to apply for the grant, and authorizes the City Manager to execute the grant documents in the event the grant application is successful.

Staff recommends adoption of Resolution No. 2026-04.

### Fiscal Impact

If approved, the grant will provide up to \$6,000 in new revenue for the City from the Washington State Library.

### Attachments

- I. Resolution No. 2026-04

**RESOLUTION NO. 2026-04**

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,  
AUTHORIZING GRANT APPLICATION SUBMITTAL AND  
ACCEPTANCE OF PROFESSIONAL DEVELOPMENT GRANT  
FUNDS FROM THE WASHINGTON STATE LIBRARY.**

**WHEREAS**, the Washington State Library provides funding of up to \$1,000 per individual and up to \$6,000 per library to support staff attendance at conferences, workshops and seminars from October 1, 2025 through September 30, 2026; and

**WHEREAS**, to advance professional development, the Richland Public Library intends to send staff to conferences and workshops with professional library organizations throughout the 2026 calendar year; and

**WHEREAS**, the Richland Public Library supports and encourages staff to pursue professional learning goals, and values a workforce that stays at the forefront of industry trends; and

**WHEREAS**, these grant funds will directly support the City's effort to support staff by allowing a greater number of staff to engage in professional development.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richland that staff is authorized to submit Professional Development grant applications to the Washington State Library for cumulative funds of up to \$6,000.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to execute all documents necessary to receive the grant funds in the event staff's application is successful.

**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 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/6/2026

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

### Subject

Resolution No. 2026-05, Authorizing a Five-Year Cooperative Service Agreement with the United States Department of Agriculture for Wildlife Damage Management at the Horn Rapids Landfill

### Department/Office

Public Works

### Ordinance/Resolution Number

2026-05

### Document Type

Resolution

### Recommended Motion

Adopt Resolution No. 2026-05, authorizing the City Manager to sign and execute a five-year Cooperative Service Agreement with the United States Department of Agriculture for Wildlife Damage Management at the Horn Rapids Landfill.

### Summary

The City of Richland owns and operates the Horn Rapids Landfill. Landfills inherently attract wildlife, and wildlife presence at the Horn Rapids Landfill poses potential risks to the health and safety of employees and facility users, as well as the possibility of property damage to adjacent landowners. Effective wildlife management at the Horn Rapids Landfill is necessary to comply with the operating permit issued by the Benton-Franklin Health District and applicable provisions of the Washington Administrative Code (WAC).

The United States Department of Agriculture (USDA) may provide qualified wildlife management services in compliance with all applicable regulations, thereby supporting the City's regulatory obligations. The City has previously successfully contracted with the USDA for wildlife management activities at the Horn Rapids Landfill. A new Cooperative Service Agreement with USDA is proposed and represents good value to the City based on past performance and proposed terms. The agreement allows for annual review and adjustment of service levels through the review and approval of annual work plans.

Entering into a five (5) year Cooperative Service Agreement with USDA to provide wildlife management services is in the City's best interest and will help ensure consistent regulatory compliance.

Staff recommends adoption of Resolution No. 2026-05.

### Fiscal Impact

Total costs for the proposed five-year Cooperative Service Agreement will not exceed \$29,337.11. Funding for Wildlife Damage Management is budgeted annually within the Solid Waste Disposal operating budget at an adequate level to support the proposed services from the United States Department of Agriculture.

### Attachments

1. Resolution No. 2026-05
2. Proposed Horn Rapids Landfill Cooperative Service Agreement (2026-2030)

**RESOLUTION NO. 2026-05**

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,  
AUTHORIZING A FIVE-YEAR COOPERATIVE SERVICE  
AGREEMENT WITH THE UNITED STATES DEPARTMENT OF  
AGRICULTURE FOR WILDLIFE DAMAGE MANAGEMENT AT  
THE HORN RAPIDS LANDFILL.**

**WHEREAS**, the City of Richland owns and operates the Horn Rapids Landfill; and

**WHEREAS**, wildlife management at the Horn Rapids Landfill is required by the facility operating permit issued by the Benton-Franklin Health District and by Washington Administrative Code (WAC); and

**WHEREAS**, wildlife population at the Horn Rapids Landfill may negatively impact the health and safety of employees and users, and may cause property damage to adjacent landowners; and

**WHEREAS**, the United States Department of Agriculture offers wildlife management services that comply with all applicable regulations and achieves regulatory compliance for the City; and

**WHEREAS**, the United States Department of Agriculture wildlife damage management activities and their associated costs represent a good value to the City as demonstrated by their performance the past several years; and

**WHEREAS**, the proposed agreement enables an annual review and adjustment to the service levels through review and approval of annual work plans; and

**WHEREAS**, the City's best interests are served by entering into a five-year agreement with the United States Department of Agriculture to secure wildlife management services that will ensure consistent regulatory compliance for the coming period while enabling the City to adjust service levels each year.

**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 five-year cooperative service agreement with the United States Department of Agriculture for wildlife damage management services.

**BE IT FURTHER RESOLVED** that the City Manager, or their designee, is authorized to sign and execute annual work plans consistent with the agreement and as supported by the City's annual budget.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

*This space intentionally left blank.*

**ADOPTED** by the City Council of the City of Richland, Washington, at a regular meeting on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**CITY OF RICHLAND PUBLIC WORKS DEPARTMENT**  
**dba HORN RAPIDS LANDFILL**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to conduct wildlife damage management (WDM) activities at the Horn Rapids Landfill in order to reduce human health and safety threats and damage to buildings, equipment, and adjacent property caused by nuisance wildlife.

**ARTICLE 2 – AUTHORITY**

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The City of Richland certifies that APHIS-WS has advised the City of Richland that there may be private sector service providers available to provide WDM services that the Horn Rapids Landfill is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the City of Richland for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.



#### **ARTICLE 4 - HORN RAPIDS LANDFILL RESPONSIBILITIES**

Horn Rapids Landfill agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Mark Chidester  
Solid Waste Manager  
625 Swift Blvd, MS-28  
Richland, WA 99352  
509-942-7497  
mchidester@richlandwa.gov

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by Horn Rapids Landfill. Horn Rapids Landfill will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. Horn Rapids Landfill agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, Horn Rapids Landfill ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. Horn Rapids Landfill acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. The Cooperator will not be connected to the USDA APHIS computer network(s).

## **ARTICLE 5 – APHIS-WS RESPONSIBILITIES**

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Brook Zscheile, Acting State Director, Washington

USDA APHIS Wildlife Services

720 O'Leary Street NW

Olympia, WA 98502

360-753-9884

brook.zscheile@usda.gov

2. To conduct activities at sites designated by Horn Rapids Landfill as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To bill City of Richland dba Horn Rapids Landfill quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Horn Rapids Landfill shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

## **ARTICLE 6 – CONTINGENCY STATEMENT**

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

## **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

## **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

## **ARTICLE 9 – LAWS AND REGULATIONS**

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

## **ARTICLE 10 – LIABILITY**

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

## **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

## **ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS**

This agreement shall become effective on January 1, 2026, and shall continue through December 31, 2030, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Horn Rapids Landfill must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Horn Rapids Landfill does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Horn Rapids Landfill's Tax ID No.: 91-6015119

APHIS-WS's Tax ID: 41-0696271

Approval for Horn Rapids Landfill:

\_\_\_\_\_  
Jon Amundson, City Manager  
City of Richland  
625 Swift Boulevard, MS-04, Richland, WA 99352

\_\_\_\_\_  
Date

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

\_\_\_\_\_  
Brook Zscheile, Acting State Director, Washington  
USDA, APHIS, WS  
720 O'Leary Street NW, Olympia, WA 98502

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wendy Anderson, Director, Western Region  
USDA, APHIS, WS  
2150 Centre Avenue, Bldg. B Ft. Collins, CO 80526

\_\_\_\_\_  
Date

Prepared by (APHIS-WS employee): Nick Borchert

## **WORK PLAN/FINANCIAL PLAN**

**Cooperator:** Horn Rapids Landfill – City of Richland Public Works Dept.

**Contact:** Mark Chidester, (509) 942-7497, mchidester@richlandwa.gov

**Cooperative Service Agreement No.:** 26-7353-6747-RA

**WBS Element:** AP.RA.RX53.73.0480

**Location:** Richland, WA

**Dates:** January 1, 2026 – December 31, 2026

In accordance with the Cooperative Service Agreement 26-7353-6747-RA (2026 signature year) between City of Richland Public Works Dept.- Horn Rapids Landfill and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of January 1, 2026– December 31, 2026.

### **Program Objective**

The program objective is to provide assistance to Horn Rapids Landfill when they experience conflicts with wildlife. This assistance may be in the form of technical information (habitat management or exclusion) or direct control (repulsion or selective removal).

Overall, the objectives of wildlife damage management are to:

- Reduce wildlife damage to a tolerable level,
- Use methods that are low risk for people, non-target animals, and the environment,
- Implement habitat modifications, exclusion, and/or direct control diligently and economically,
- Use humane and ethical methods when capturing and/or removing wildlife.

The specific goal is to conduct a wildlife damage management program to protect buildings, equipment, and human health and safety at the Horn Rapids Landfill. This will be accomplished primarily by reducing the presence of blackbirds, collared doves, coyotes, gulls, pigeon, ravens, and starlings.

### **Plan of Action**

The objectives and goals of the wildlife damage management activities will be accomplished in the following manner:

1. WS will assign Wildlife Specialist(s) on an intermittent basis to up to 480 hours for the duration of this Work Plan. WS will provide the Wildlife Specialist(s) with a vehicle and the basic supplies and equipment. Horn Rapids Landfill understands additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment or for specialized situations. Any items not consumed by the end of the agreement will remain in the possession of WS.
2. WS personnel will utilize a systematic approach to decision making referred to as the WS Decision Model (WS Directive 2.201). Specialists assess the problem, evaluate management methods,

formulate management strategy, provide assistance, and monitor and evaluate results.

3. When formulating a strategy and providing assistance, WS Specialists follow an Integrated Wildlife Damage Management Approach (IWDM) (WS Directive 2.105). The IWDM encompasses the integration and application of all approved methods of prevention and management to reduce wildlife damage. The selection of wildlife damage management methods and their application will consider the species causing damage, the magnitude, geographic extent, duration, frequency, and likelihood of recurring damage.

The techniques and methods may include, but are not limited to, the use of cage traps, EPA-registered toxicants, firearms, pyrotechnics, providing information on exclusion systems, and identifying long-term habitat modifications. All activities will be planned and coordinated with the Horn Rapids Landfill point of contact.

4. Work hours associated with these projects include, but are not limited to, direct control activities, providing technical assistance, mandatory training, annual leave, sick leave, travel to and from official duty station, administrative duties, and WS District office support.

WS will provide District office support to maximize effort from the field specialists. District support includes, but is not limited to, time sheets, payroll, scheduling, supply procurement, data management, obtaining necessary permits, permit reporting, permit renewals, and personnel management.

5. WS will cooperate with the Washington Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, county and local city governments, and other entities to ensure compliance with Federal laws and regulations and applicable State and local laws and regulations.
6. Nick Borchert, Southeast District Supervisor, (509) 431-0310, will supervise this project. It will be monitored by Brook Zscheile, Acting State Director, Olympia, WA, (360) 753-9884.
7. City of Richland Public Works Department – Horn Rapids Landfill will be billed quarterly by WS only for expenses incurred plus overhead and pooled job costs (combined on the bill as program support). Salaries and benefits are defined as compensation for all hours worked, benefits, differentials, hazardous duty allowances, annual leave, sick leave and award. The financial point of contact for this Work Plan/Financial Plan is Michelle Rodriguez, Budget Analyst, (360) 742-5496.

| <b>Mailing Address:</b>                    | <b>Billing Address:</b>       |
|--------------------------------------------|-------------------------------|
| City of Richland Public Works Department – | 625 Swift Blvd, MS-26         |
| Horn Rapids Landfill                       | Richland, WA 99352            |
| 3102 Twin Bridges Road                     | Financial POC: Kristin Dykema |
| Richland, WA 99354                         | kdykema@richlandwa.gov        |
|                                            | Tax ID # 91-6015119           |

**COST ESTIMATE FOR SERVICES**  
January 1, 2026 – December 31, 2026

| FINANCIAL PLAN                                                                                                                                            |        |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------|
| For the disbursement of funds from                                                                                                                        |        |             |
| City of Richland Public Works Dept. - Richland Landfill                                                                                                   |        |             |
| to                                                                                                                                                        |        |             |
| USDA APHIS Wildlife Services                                                                                                                              |        |             |
| for                                                                                                                                                       |        |             |
| Wildlife Damage Management                                                                                                                                |        |             |
| from                                                                                                                                                      |        |             |
| 1/1/2026 to 12/31/2026                                                                                                                                    |        |             |
| Cost Element                                                                                                                                              |        | Full Cost   |
| Personnel Compensation                                                                                                                                    |        | \$20,014.03 |
| Vehicle Operating Costs                                                                                                                                   |        | \$2,308.80  |
| Supplies and Materials                                                                                                                                    |        | \$750.00    |
| Subtotal (Direct Charges)                                                                                                                                 |        | \$23,072.83 |
|                                                                                                                                                           |        |             |
| Pooled Job Costs                                                                                                                                          | 11.00% | \$2,538.01  |
| Indirect Costs                                                                                                                                            | 16.15% | \$3,726.26  |
| Agreement Total                                                                                                                                           |        | \$29,337.11 |
| The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed: \$29,337.11 |        |             |

Approval for City of Richland Public Works:

\_\_\_\_\_  
Jon Amundson, City Manager

\_\_\_\_\_  
Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

\_\_\_\_\_  
Brook Zscheile, Acting State Director, Washington

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wendy Anderson, Director, Western Region

\_\_\_\_\_  
Date





## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 1/6/2026

Agenda Category: Items of Business

Strategic Priority 3 - Focused Development

Strategic Priority 4 - Quality of Life

### Subject

Ordinance No. 2026-01, Amending Richland Municipal Code Title 23: Zoning Regulations related to Minimum Parking Requirements

**Department/Office**  
Development Services

**Ordinance/Resolution Number**  
2026-01

**Document Type**  
Ordinance

### Recommended Motion

Give first reading to Ordinance No. 2026-01, amending Richland Municipal Code Title 23: Zoning Regulations related to Minimum Parking Requirements

### Summary

Ordinance No. 2026-01 proposes to implement new state laws concerning off-street parking requirements. The ordinance also amends the City's Zoning Code to eliminate all minimum off-street parking requirements within the Central Business District (CBD) and Columbia Point North. The applicable state laws include Washington State 2025 Engrossed Substitute Senate Bill 5184 (Parking Reform and Modernization Act) and Washington State 2024 Substitute Senate Bill 6015 (Residential Parking Configurations).

The Washington State Legislature enacted these bills to address costs associated with constructing off-street parking for certain new development. Engrossed Substitute Senate Bill (SB) 5184 caps or eliminates minimum off-street parking requirements for certain land uses and development types by limiting the number of spaces a city or county may require, and by exempting specified uses from minimum parking requirements. Substitute Senate Bill (SB) 6015 regulates how residential off-street parking spaces may be configured and counted toward locally established minimum requirements, including limiting structural mandates and allowing alternative parking configurations to qualify as required parking.

In 2025, the City contracted with Kimley-Horn & Associates, Inc., a qualified parking consultant, to evaluate the City's regulatory framework in light of new state law, industry trends, and best practices. With assistance from City staff, Kimley-Horn conducted a public participation and stakeholder engagement process. The consultant then prepared a memorandum, dated October 20, 2025, titled *City of Richland Parking Optimization Project*.

The memorandum presented three (3) options, which were reviewed by the City Council at its July 22, 2025 workshop meeting. The options proposed were:

1. Modify the City's existing parking code to align with the minimum parking limitations established by SB 5184 and SSB 6015;
2. Eliminate minimum parking requirements within the CBD and incorporate the SB 5184 and SSB 6015 modifications;
3. Eliminate minimum parking requirements citywide, thereby also implementing SB 5184 and SSB 6015 by default. Note: this option was not included in the consultant's original contracted scope of work, and staff recommends additional public engagement should Council wish to further consider this option.

The Planning Commission held a public hearing on this matter on September 24, 2025, and recommended Kimley-Horn's Option No. 2, with the addition that Columbia Point North be treated in the same manner as CBD. The Planning Commission held a second public hearing on December 10, 2025, during which it reviewed an updated draft

ordinance and again recommended that City Council eliminate minimum off-street parking requirements in the CBD and Columbia Point North, in addition to implementing the mandatory requirements of SB 5184 and SSB 6015. The Planning Commission also recommended that City Council direct staff or allocate funding to conduct additional study of off-street parking on a citywide basis.

The Economic Development Committee considered this item at its December 1, 2025 special meeting, and recommended the City implement Kimley-Horn's Option No. 1, which would amend the City's existing parking code to comply with the requirements of SB 5184 and SSB 6015. Staff recommends that the Planning Commission serve as the City's lead advisory body to City Council, as the Washington Growth Management Act requires land use and implementing development regulation recommendations to originate with a planning commission.

Staff recommends approval of Ordinance No. 2026-01 for first reading.

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|                      |       |
|----------------------|-------|
| <b>Fiscal Impact</b> | None. |
|----------------------|-------|

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**Attachments**

1. Ordinance No. 2026-01
2. Staff Report to the Planning Commission Including Consultant Report

## **ORDINANCE NO. 2026-01**

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTERS 23.06 DEFINITIONS; 23.22 COMMERCIAL ZONING DISTRICTS; AND 23.54 OFF-STREET PARKING AND LANDSCAPING OF THE RICHLAND MUNICIPAL CODE (RMC) TO BRING THE RMC INTO COMPLIANCE WITH 2025 WASHINGTON STATE SENATE BILL 5184, THE PARKING REFORM AND MODERNIZATION ACT, AND 2024 WASHINGTON STATE SENATE BILL 6015, AND TO ELIMINATE THE MINIMUM NUMBER OF OFF-STREET PARKING SPACES REQUIRED IN THE CENTRAL BUSINESS DISTRICT AND THE COLUMBIA POINT NORTH WATERFRONT DISTRICT.**

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

**WHEREAS**, during the 2025 regular legislative session, the Washington State Legislature passed Engrossed Substitute Senate Bill 5184 (“SB 5184”), known as the Parking Reform and Modernization Act, mandating new limits pertaining to minimum off-street parking for certain types of land uses in cities with populations in excess of 30,000; and

**WHEREAS**, the City is required to come into compliance with SB 5184; and

**WHEREAS**, in addition to changes necessary to comply with new state law, the City intends to exceed the new limits established by SB 5184 by eliminating the minimum number of off-street parking spaces required in the Central Business District and Columbia Point North Waterfront District; and

**WHEREAS**, exceeding the standards set forth in SB 5184 serves the City’s interests by implementing key policies of the City’s adopted Comprehensive Land Use Plan, lowering housing costs by reducing land development expenses associated with off-street parking, eliminating unnecessary regulation of citizens, and increasing the relevance of public transportation services; and

**WHEREAS**, cities with populations in excess of 50,000 are required to implement the requirements of SB 5184 within 18 months of July 27, 2025; and

**WHEREAS**, during the 2024 regular legislative session, the Washington State Legislature passed Substitute Senate Bill 6015 (“SB 6015”), relating to minimum parking requirements for residential development; and

**WHEREAS**, cities planning under Chapter 36.70A RCW must implement SB 6015, whose effective date is June 6, 2024; and

**WHEREAS**, on September 24, 2025, the Richland Planning Commission conducted a public hearing to receive testimony on the proposed code amendment; and

**WHEREAS**, on December 10, 2025, the Richland Planning Commission conducted a second public hearing to receive testimony on the proposed code amendment; and

**WHEREAS**, on January 6, 2026, Richland City Council held an open-record public hearing to receive testimony on the proposed code amendment.

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

Section 1. Chapter 23.06 of the Richland Municipal Code, entitled Definitions as first enacted by recodification occurring through Ordinance No. 28-05, and last amended by Ordinance No. 2022-19, is hereby amended as follows:

**Chapter 23.06  
DEFINITIONS**

**Sections:**

- 23.06.010 Definitions – Introductory.**
- 23.06.020 Accessory apartment unit.**
- 23.06.025 Accessory dwelling unit.**
- 23.06.027 Adult family home.**
- 23.06.030 Adult use establishment.**
- 23.06.033 Affordable housing.**
- 23.06.035 Agriculture.**
- 23.06.040 Airport commercial.**
- 23.06.045 Airport industrial.**
- 23.06.050 Alley.**
- 23.06.053 Amendment.**
- 23.06.055 Animal shelter.**
- 23.06.065 Apparel and accessory stores.**
- 23.06.070 Apartment.**
- 23.06.071 Apartment, studio.**
- 23.06.075 Arcade.**
- 23.06.080 Repealed.**
- 23.06.085 Art galleries.**
- 23.06.090 Assisted living facility.**
- 23.06.095 Auto parts sales.**
- 23.06.100 Automobile repair.**
- 23.06.105 Automobile service station.**
- 23.06.110 Automobile wrecking.**
- 23.06.115 Repealed.**
- 23.06.117 Basement.**
- 23.06.120 Bed and breakfast.**
- 23.06.125 Block front.**

23.06.130 Book, stationery and art supply store.  
23.06.135 Building.  
23.06.140 Building, accessory.  
23.06.145 Building, main.  
23.06.150 Building, hardware and garden supply store.  
23.06.155 Bus station.  
23.06.160 Bus terminal.  
23.06.165 Bus transfer station.  
23.06.170 Cafeteria.  
23.06.175 Car wash.  
23.06.180 Carport.  
23.06.185 Cemetery.  
23.06.190 Church.  
23.06.195 City officials and agencies.  
23.06.200 Cinema.  
23.06.205 Clinic.  
23.06.207 Clinic, school-based.  
23.06.210 Club or fraternal societies.  
23.06.215 Commercial recreation.  
23.06.216 Commercial spaces.  
23.06.217 Concessionaire.  
23.06.220 Convention center.  
23.06.225 Contractors' offices and shops.  
23.06.230 Contractors' yards.  
23.06.235 Court.  
23.06.240 Cultural institution.  
23.06.245 Day care center.  
23.06.250 Delicatessen.  
23.06.255 Department store.  
23.06.260 Dependent recreational vehicle.  
23.06.265 Designated manufactured home.  
23.06.270 Development.  
23.06.275 District.  
23.06.280 Dormitories, fraternities and sororities.  
23.06.285 Drinking establishment.  
23.06.290 Drive-through.  
23.06.295 Drug store/pharmacy.  
23.06.300 Dwelling, one-family attached.  
23.06.305 Dwelling, one-family detached.  
23.06.310 Dwelling, two-family detached.  
23.06.315 Dwelling, multiple-family.  
23.06.320 Dwelling unit.  
23.06.325 Electronic equipment stores.  
23.06.327 Emergency housing.  
23.06.329 Emergency shelter.  
23.06.330 Essential public facilities.

23.06.335 Equipment rental.  
23.06.340 Family.  
23.06.345 Family day care home.  
23.06.350 Farming of land.  
23.06.355 Fence.  
23.06.360 Financial institution.  
23.06.365 Repealed.  
23.06.370 Florist.  
23.06.373 Food service establishment.  
23.06.375 Food stores.  
23.06.380 Food wagon.  
23.06.385 Fuel station/mini-mart.  
23.06.390 Funeral establishment.  
23.06.395 Furniture, home furnishings, and appliance stores.  
23.06.400 General service businesses.  
23.06.405 Grade plane.  
23.06.410 Gross floor area.  
23.06.415 Guest room.  
23.06.420 Habitable floor.  
23.06.425 Hazardous waste.  
23.06.430 Hazardous waste storage.  
23.06.435 Hazardous waste treatment.  
23.06.440 Hazardous waste treatment and storage facilities, off site.  
23.06.445 Hazardous waste treatment and storage facilities, on site.  
23.06.450 Hedge.  
23.06.455 Height of building.  
23.06.460 Hog farm.  
23.06.465 Home occupations.  
23.06.470 Health/fitness center.  
23.06.475 Health/fitness facility.  
23.06.477 Health spa.  
23.06.480 Repealed.  
23.06.485 Hospital.  
23.06.490 Hospital or clinic for large animals.  
23.06.495 Hospital or clinic for small animals.  
23.06.500 Hot tub.  
23.06.505 Hotel.  
23.06.510 House-banked card room.  
23.06.515 Junkyard.  
23.06.520 Kennel, commercial.  
23.06.525 Landscaping.  
23.06.530 Landscaping material sales.  
23.06.535 Large livestock farming.  
23.06.540 Lattice tower.  
23.06.545 Laundry, self-service.  
23.06.550 Laundry/dry cleaning, retail.

23.06.552 Laundry/dry cleaning, neighborhood.  
23.06.555 Laundry/dry cleaning, commercial.  
23.06.560 Livestock feed lot.  
23.06.565 Lot.  
23.06.567 Lot area.  
23.06.570 Lot, corner.  
23.06.572 Lot, interior.  
23.06.575 Lot line, front.  
23.06.577 Lot line, rear.  
23.06.580 Lot line, side.  
23.06.582 Lot depth.  
23.06.584 Lot width.  
23.06.586 Repealed.  
23.06.587 Lumberyard.  
23.06.590 Macrofacility.  
23.06.595 Mailing services.  
23.06.600 Manufactured home.  
23.06.605 Manufactured home lot, park, and stand.  
23.06.610 Manufacturing, general.  
23.06.615 Manufacturing, heavy.  
23.06.617 Manufacturing, light.  
23.06.620 Manufacturing use.  
23.06.625 Marinas.  
23.06.630 Marine equipment rentals.  
23.06.635 Marine gas sales.  
23.06.640 Master plan.  
23.06.645 Microbrewery.  
23.06.650 Repealed.  
23.06.655 Mini-warehouse.  
23.06.660 Mobile home.  
23.06.663 Mobile vehicle food hub.  
23.06.665 Monopole.  
23.06.670 Motel.  
23.06.675 Nursing home or rest home.  
23.06.680 Nursery, plant.  
23.06.685 Office – Corporate.  
23.06.687 Office – Consulting services.  
23.06.690 Office – General.  
23.06.695 Office – Research and development.  
23.06.700 Office supply store.  
23.06.705 Outdoor advertising sign.  
23.06.710 Outdoor advertising structure.  
23.06.715 Outdoor storage.  
23.06.720 Parking lot.  
23.06.725 Parking space, automobile (off street).  
23.06.728 Parking structure.



**23.06.729 Parking, tandem.**

- 23.06.730 Pasture.**
- 23.06.732 Patio.**
- 23.06.735 Pawn shop.**
- 23.06.740 Pen.**
- 23.06.742 Permanent supportive housing.**
- 23.06.745 Personal loan business.**
- 23.06.750 Personal services business.**
- 23.06.755 Pet shop and pet supply store.**
- 23.06.760 Photo processing, copying and printing services.**
- 23.06.765 Pool, private.**
- 23.06.770 Pool, public.**
- 23.06.775 Pool, semi-public.**
- 23.06.777 Porch.**
- 23.06.780 Portable food vendor.**
- 23.06.785 Poultry farm.**
- 23.06.790 Public agency building.**
- 23.06.792 Public agency facility.**
- 23.06.795 Radio and television studio.**
- 23.06.797 Reclassification.**
- 23.06.800 Recreational club.**
- 23.06.802 Recreational vehicle.**
- 23.06.805 Recreational vehicle campground.**
- 23.06.807 Recreational vehicle park.**
- 23.06.809 Recreational vehicle space.**
- 23.06.810 Restaurant.**
- 23.06.817 Sales, retail.**
- 23.06.820 Sales, wholesale.**
- 23.06.825 Sanitary station or sanitary dumping station.**
- 23.06.830 School.**
- 23.06.832 School, alternative.**
- 23.06.833 School, commercial.**
- 23.06.834 School, trade.**
- 23.06.835 Secondhand/consignment store.**
- 23.06.840 Senior housing.**
- 23.06.845 Sensitive land uses.**
- 23.06.850 Small livestock farming.**
- 23.06.855 Specialty retail store.**
- 23.06.860 Specified anatomical areas.**
- 23.06.862 Specified sexual activities.**
- 23.06.865 Stable, private.**
- 23.06.867 Stable, public.**
- 23.06.870 Stock-in-trade.**
- 23.06.871 Storage container.**
- 23.06.875 Story.**
- 23.06.880 Street.**

**23.06.885 Structure.**  
**23.06.888 Substantial damage.**  
**23.06.890 Substantial improvement.**  
**23.06.895 Theater.**  
**23.06.900 Towing, vehicle impound lots.**  
**23.06.901 Transitional housing.**  
**23.06.905 Travel trailer.**  
**23.06.910 Truck terminal.**  
**23.06.915 Use – Permitted.**  
**23.06.920 Use – Accessory (secondary).**  
**23.06.925 Use – Nonconforming.**  
**23.06.930 Use – Special.**  
**23.06.935 Variance.**  
**23.06.937 Vehicle-based food service.**  
**23.06.940 Vehicle leasing and rentals.**  
**23.06.945 Vehicle sales.**  
**23.06.950 Video rental store.**  
**23.06.955 Warehousing and wholesale trade.**  
**23.06.960 Warehousing, storage and distribution.**  
**23.06.965 Wholesale use.**  
**23.06.970 Wineries – Production.**  
**23.06.972 Wineries – Tasting room.**  
**23.06.975 Yard.**  
**23.06.980 Yard, front.**  
**23.06.983 Yard, rear.**  
**23.06.985 Yard, side.**

**23.06.010 Definitions – Introductory.**

For the purpose of this title, certain terms and words are defined in this chapter. When not inconsistent with the context, words used in the present tense shall include the future; the singular number shall include the plural, and the plural, the singular; the word “shall” is always mandatory and the word “may” denotes a use of discretion in making a decision. The words “used” or “occupied,” unless the context otherwise requires, shall be considered as though followed by the words “or intended, arranged or designed to be used or occupied.”

**23.06.020 Accessory apartment unit.**

An “accessory apartment unit” is located within or adjacent to a detached one-family dwelling, located on the same lot and is a habitable living unit that provides the basic requirements of shelter, heating, cooking, and sanitation subject to the provisions of RMC 23.42.020.

**23.06.025 Accessory dwelling unit.**

“Accessory dwelling unit” means a dwelling unit located within a building that contains a nonresidential main or primary use. Occupancy of accessory dwelling units is reserved for the manager or owner of the main or primary use of the building.

### **23.06.027 Adult family home.**

“Adult family home” means a facility licensed pursuant to Chapter 70.128 RCW, or the regular family dwelling of a person or persons who are providing personal care, special care, and/or room and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services.

### **23.06.030 Adult use establishment.**

“Adult use establishment” means any adult motion picture theater, adult panoram establishment, adult retail establishment or live adult entertainment establishment, as defined herein, or any establishment which provides one or more of the activities listed herein.

A. “Adult motion picture theater” means any commercial establishment where films, motion pictures, video cassettes, computer images or other similar photographic reproductions depict specified sexual activities or specified anatomical areas to patrons for a payment of a fee, membership fee, or other charge.

B. Adult Panoram Establishment. “Adult panoram” means a commercial establishment where one or more motion picture projectors, slide projectors, computers or similar devices are used to show films, video cassettes, slides, or other forms of photographic reproductions depicting specified sexual activities or specified anatomical areas to patrons for a payment of a fee, membership fee, or other charge.

C. “Live adult entertainment establishment” means any commercial establishment featuring go-go dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers that emphasize specified anatomical areas and/or whose performances or other activities include or mimic specified sexual activities.

D. “Adult retail establishment” means any retail establishment which, for money or any other form of consideration, either:

1. Has as one of its principal purposes to sell, exchange, rent, loan, trade, transfer, and/or provide for viewing, off the premises, any adult-oriented merchandise, as defined in RMC 5.21.010; or
2. Provides, as its substantial stock-in-trade, for the sale, exchange, rental, loan, trade, transfer and/or viewing or use, off of the premises, any adult-oriented merchandise as defined in RMC 5.21.010.

### **23.06.033 Affordable housing.**

For purposes of Title 23 RMC, unless the context clearly indicates otherwise, “Affordable housing” means residential housing whose monthly costs, including utilities other than telephone, do not exceed 30 percent of the monthly income of a household whose income is:

1. For rental housing, 80 percent of the median household income adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development;
2. For owner-occupied housing, 100 percent of the median household income adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development.

**23.06.035 Agriculture.**

“Agriculture” means the tilling of the soil, the raising of crops, horticulture, floriculture, viticulture, apiculture, small livestock farming, dairying, livestock or animal husbandry, and sod farming, including all uses incidental thereto, including the sale of the agricultural products grown or raised upon the site. “Agriculture” excludes the following activities: hog farm, livestock feed lot, poultry farm, slaughterhouse, fertilizer works, bone yard, plant for the reduction or processing of animal matter, or similar manufacturing, processing, warehousing, storage, and related industrial and commercial activities whether or not dependent upon or closely allied to the agriculture industry.

**23.06.040 Airport commercial.**

“Airport commercial” means the retail sale of aviation-related products and services including aircraft service and rental, air passenger services, and air terminal activities including passenger ticketing, baggage, taxi service, car rental, restaurants, hotels and gift shops.

**23.06.045 Airport industrial.**

“Airport industrial” means research, design, fabrication and assembly of aircraft, aircraft parts, airfreight terminals and aviation-related products. This use also includes storage and wholesale trade of aviation-related products and air cargo operations and associated storage and processing.

**23.06.050 Alley.**

“Alley” means a passage or way open to public travel, affording generally a secondary means of vehicular access to abutting lots, but not intended for the general traffic circulation and including vehicular ways satisfying this definition but designated by some other name.

**23.06.053 Amendment.**

“Amendment” means a change to the text of the city’s zoning regulations.

**23.06.055 Animal shelter.**

“Animal shelter” means a service use maintained and operated primarily for the impounding, holding and/or disposal of lost, stray, unwanted, or injured animals.

**23.06.065 Apparel and accessory stores.**

“Apparel and accessory stores” means stores primarily engaged in selling new clothing, shoes, jewelry, and related articles for personal wear and adornment and stores that rent clothing such as costumes or formal wear.

**23.06.070 Apartment.**

“Apartment” means a room or suite of two or more rooms, which is designed for, intended for, or occupied by one family, with facilities for cooking therein.

**23.06.071 Apartment, studio.**

“Apartment, studio” means a self-contained, small apartment which combines living room, kitchenette and bedroom into a single room.

**23.06.075 Arcade.**

“Arcade” means a commercial establishment containing six or more video, pinball, pool tables or other games, or a business with more than one game per 500 square feet of gross floor area.

**23.06.080 Area of special flood hazard.**

*Repealed by Ord. 59-19.*

**23.06.085 Art galleries.**

“Art galleries” means establishments or other private or public places intended primarily for art exhibitions where people may view and/or purchase paintings, sculptures, or other works.

**23.06.090 Assisted living facility.**

“Assisted living facility” means an establishment which provides living quarters and a variety of limited personal care and supportive health care to individuals who are unable to live independently due to infirmity of age, physical or mental handicap, but who do not need the skilled nursing care of a convalescent or nursing home. These facilities may consist of individual dwelling units of a barrier-free design, with separate bathroom facilities, a full kitchen or no kitchen. The facility may provide a minimal amount of supportive health care monitoring, such as assistance with medication, but is limited to health care services which do not require state or federal licensing. In addition, these facilities may have a communal dining area, recreation facilities (library, lounge, game room), laundry facilities and open space.

**23.06.095 Auto parts sales.**

“Auto parts sales” means a commercial establishment primarily engaged in the retail sale of new auto parts, automobile accessories and tools, where no automobile maintenance or repair services are provided.

**23.06.100 Automobile repair.**

“Automobile repair” means an establishment which provides major automobile repair, minor automobile repair or an automobile repair specialty shop as defined herein.

A. “Major automobile repair” means general repair, engine rebuilding, rebuilding or reconditioning of motor vehicles or trailers; collision service, including body, frame or fender straightening or repair; overall painting or paint shop or other major repair or maintenance, including operations which may require open flame or welding.

B. “Minor automobile repair” means minor repairs, replacement of minor parts to passenger automobiles and trucks not exceeding one and one-half tons capacity, including any auto lubrication services and engine tune-up services but specifically excluding operations specified under “automobile repair, major” and “automobile repair, specialty shop.”

C. “Automobile repair specialty shop” means a retail and service place of business engaged primarily in light repair and sale of goods and services for automotive vehicles including brakes, muffler and tire shops, and their accessory uses. Major automobile repair is excluded from this definition.

**23.06.105 Automobile service station.**

“Automobile service station” means a retail place of business for the servicing or fueling of motor vehicles, including tube and tire repairs, battery charging, storage of merchandise and supplies related to the servicing of motor vehicles, sale of gasoline and other fuel and lubricants, and minor motor vehicle repairs. Such use excludes items constituting “major automobile repair.”

**23.06.110 Automobile wrecking.**

“Automobile wrecking” means the dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked vehicles or their parts.

**23.06.115 Base flood.**

*Repealed by Ord. 59-19.*

**23.06.117 Basement.**

“Basement” means any area of a building having its floor subgrade (below ground level) on all sides.

**23.06.120 Bed and breakfast.**

“Bed and breakfast” means a one-family detached dwelling unit occupied by a resident owner/manager within which up to four rental bedrooms are made available for overnight accommodation.

**23.06.125 Block front.**

“Block front” means that property abutting on one side of a street and lying between the two nearest intersecting or intercepting streets or nearest intersecting or intercepting streets and railroad right-of-way, waterway, or subdivided acreage.

**23.06.130 Book, stationery and art supply store.**

“Book, stationery and art supply store” means an establishment engaged in the retail sale of books and magazines, stationery, CDs, record and tapes, video and art supplies.

**23.06.135 Building.**

“Building” means any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of any person, animal, or chattel. When any portion thereof is completely separated from every other portion thereof by a masonry division or fire wall without any window, door or other opening therein, which wall extends from the ground to the upper surface of the roof at every point, then each such portion shall be deemed to be a separate building.

**23.06.140 Building, accessory.**

“Building, accessory” means a detached subordinate building, the use of which is necessary and incidental to that of a main building on the same lot, and which does not change or alter the character of the premises.

**23.06.145 Building, main.**

“Building, main” means a building in which is conducted the principal use of the lot on which it is situated. In any residential district, any dwelling shall be deemed to be a main building on the lot on which the same is situated.

**23.06.150 Building, hardware and garden supply store.**

“Building, hardware and garden supply store” means an establishment engaged in selling lumber and other building materials such as paint, glass, wallpaper, tools, seeds, and fertilizer.

**23.06.155 Bus station.**

“Bus station” means an establishment for the storage, dispatch, repair and maintenance of coaches and other vehicles of a public transit system.

**23.06.160 Bus terminal.**

“Bus terminal” means an establishment that sells tickets, provides scheduling information and serves as a point of arrival and departure for an inter-city bus line.

**23.06.165 Bus transfer station.**

“Bus transfer station” means land in a centralized location used by a municipal bus service as a point of departure for multiple bus routes and where bus passengers transfer from one bus to another.

**23.06.170 Cafeteria.**

“Cafeteria” means an enclosed building or portion thereof used for the preparation, sale, and consumption of food and beverages. Typically, food services offered in a cafeteria are provided as an accessory use to employees or other groups of people and are not generally offered to the general public.

**23.06.175 Car wash.**

“Car wash” means a facility designed for the cleaning of automobiles, of which there are two types:

A. “Car wash, automatic” means a tunnel-like structure through which cars are pulled or driven and in which high-pressure sprays and brushes clean, dry and may wax vehicles.

B. “Car wash, self-service” means a coin-actuated, self-service washing system enclosed in a walled bay, open front and rear, of not less than eight feet in height. The pumps, water heaters and like equipment are completely housed. Additional facilities may include drying material dispensers and vacuum cleaners.

**23.06.180 Carport.**

“Carport” means a covered space for the housing primarily of motor vehicles and enclosed on no more than two sides by walls, screens, cabinets, or other type of enclosures.

**23.06.185 Cemetery.**

“Cemetery” means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes including columbariums, crematoriums, mausoleums, and funeral establishments, when operated in conjunction with and within the boundary of such cemetery.

**23.06.190 Church.**

“Church” means a structure, group of structures, or portion thereof which is utilized for the purpose of conducting religious worship, services or ceremonies. A church may contain facilities such as a sanctuary or chapel, assembly rooms, offices, kitchen, parsonage, or multi-purpose facilities. Graded educational facilities, dwelling units except parsonages, day care facilities, and facilities for the training of religious orders shall not be considered incidental to church usage, but may be allowed subject to other provisions of this title.



### **23.06.195 City officials and agencies.**

The word “city” means the city of Richland in Benton County, Washington; the term “city council” means the city council of said city; the terms “planning commission” or “physical planning commission” or “commission” mean the planning commission of the city; the term “board” or “board of adjustment” means the board of adjustment of the city; the term “administrative official” or ~~“city planner”~~ “zoning administrator” means such person as the city manager shall designate to administer and enforce this title.

### **23.06.200 Cinema.**

“Cinema” means a motion picture theater.

### **23.06.205 Clinic.**

“Clinic” means a building or portion of a building containing offices for providing medical, dental, psychiatric or chiropractic services for outpatients only.

### **23.06.207 Clinic, school-based.**

“Clinic, school-based” means a building or portion of a building, co-located on a school campus, containing offices for providing limited outpatient medical services to children and their families within the respective school district, as well as to district staff and faculty. Such facilities are operated by independent healthcare organizations.

### **23.06.210 Club or fraternal societies.**

“Club” or “fraternal societies” means an association of persons (whether or not incorporated) organized for some common nonprofit purpose, but not including a group organized primarily to render a service customarily carried on as a business.

### **23.06.215 Commercial recreation.**

“Commercial recreation” means establishments engaged in providing amusement or entertainment for a fee or admission charge. There are two categories of commercial recreation:

A. Indoor Commercial Recreation. Including but not limited to such activities as dance halls, bowling alleys, billiard and pool establishments, skating rinks, indoor batting cages and miniature golf.

B. Outdoor Commercial Recreation. Including but not limited to such activities as outdoor batting cages, arenas, golf courses, putting courses, outdoor miniature golf, amusement parks, riding academies, carnival operations, expositions, and marinas.

### **23.06.216 Commercial spaces.**

“Commercial spaces” means commercial use for nonresidential business purposes, including retail, office, wholesale, general merchandise, and food services.

### **23.06.217 Concessionaire.**

“Concessionaire,” for the purposes of this title, means and includes any person, firm, or corporation involved in any activity involving the sale of any goods or services, whether conducted for profit or not, on any property located within the PPF – parks and public facilities district. Any concession activity shall be clearly incidental to and supportive of an established primary permitted use in the underlying zoning district.

**23.06.220 Convention center.**

“Convention center” means a building or area designated to accommodate large groups of people usually for social occasions, or the exchange of information related to professional or commercial activity. Such a facility typically contains various large assembly halls, conference rooms, and food service facilities.

**23.06.225 Contractors’ offices and shops.**

“Contractors’ offices and shops” means a combination of uses in a single building or lot that includes the assembly, storage and/or manufacture of products typically used in building construction such as cabinetry, heating/cooling systems, plumbing and mechanical systems together with administrative offices.

**23.06.230 Contractors’ yards.**

“Contractors’ yards” means the portion of a lot outside of a contractor’s office and shop that is used for the outdoor storage of vehicles, equipment and supplies.

**23.06.235 Court.**

“Court” means an open, unoccupied space, other than a yard, on the same lot with a building or group of buildings, which is bounded on two or more sides by such building or buildings.

**23.06.240 Cultural institution.**

“Cultural institution” means establishments such as museums, art galleries, and botanical and zoological gardens of historic, educational or cultural interests which are not operated for profit.

**23.06.245 Day care center.**

“Day care center” means a licensed facility, other than a family day care home, providing regularly scheduled care for a group of children for periods less than 24 hours.

**23.06.250 Delicatessen.**

“Delicatessen” means retail food stores selling ready-to-eat food products such as cooked meats, prepared salads or seafood, health food or other specialty food items.

**23.06.255 Department store.**

“Department store” means a large retail store arranged into departments for the sale of a variety of consumer goods.

**23.06.260 Dependent recreational vehicle.**

“Dependent recreational vehicle” means a recreational vehicle which does not contain water or sewage disposal facilities.

**23.06.265 Designated manufactured home.**

“Designated manufactured home” means a manufactured home which:

A. Is comprised of at least two fully enclosed parallel sections each not less than 12 feet wide by 36 feet long;

B. Was originally constructed with and now has a composition or wood shake or shingle, coated metal, or similar roof of not less than 3:12 pitch; and

C. Has exterior siding similar in appearance to siding materials commonly used on conventional site-built International Building Code single-family residences.

**23.06.270 Development.**

“Development” means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials, but not including any open wire fences in any F district.

**23.06.275 District.**

“District” means a portion of the city within which certain uses of land and buildings are permitted, and certain other uses of land and buildings are prohibited, or within which certain yards and other open spaces are required, or within which certain lot areas are established, or within which certain height limits are required for buildings, or within which a combination of such aforesaid regulations are applied, all as set forth and specified in this title, or any of the districts with which any combining regulations are combined.

**23.06.280 Dormitories, fraternities and sororities.**

“Dormitories,” “fraternities” and “sororities” mean a building occupied by and maintained exclusively for students affiliated with an academic or professional college or university, or other recognized institution of higher learning.

**23.06.285 Drinking establishment.**

“Drinking establishment” means a business primarily engaged in the retail sale of alcoholic beverages for consumption on the premises, including nightclubs, bars, cocktail lounges, and taverns.

**23.06.290 Drive-through.**

“Drive-through” means a facility which, by its design, allows people to receive goods and/or services while remaining in their automobiles.

**23.06.295 Drug store/pharmacy.**

“Drug store/pharmacy” means an establishment engaged in the retail sale of prescription drugs, nonprescription medicines, cosmetics, vitamins, first-aid supplies, and other health-related products.

**23.06.300 Dwelling, one-family attached.**

“Dwelling, one-family attached” means a building designed for or containing one dwelling unit, which is attached on one or both sides with a common wall/zero lot line wall to one or more buildings of the same type.

**23.06.305 Dwelling, one-family detached.**

“Dwelling, one-family detached” means a detached building designed for or containing one dwelling unit, which may include an accessory apartment subject to the provisions of the zoning districts and RMC 23.42.020.

**23.06.310 Dwelling, two-family detached.**

“Dwelling, two-family detached” means a detached building designed for or containing two independent dwelling units.

**23.06.315 Dwelling, multiple-family.**

“Dwelling, multiple-family” means a building or portion thereof designed for or containing three or more independent dwelling units.

**23.06.320 Dwelling unit.**

“Dwelling unit” means a building or portion thereof providing complete housekeeping facilities for one family, which may include an accessory apartment unit subject to the provisions of the zoning districts and RMC 23.42.020.

**23.06.325 Electronic equipment stores.**

“Electronic equipment stores” means establishments engaged in the retail sale of a variety of electronic equipment including computers, televisions, stereos, and cameras.

**23.06.327 Emergency housing.**

“Emergency housing” means temporary indoor accommodations for individuals or families who are experiencing homelessness or at imminent risk of becoming homeless that are intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.

**23.06.329 Emergency shelter.**

“Emergency shelter” means a facility that provides a temporary shelter for individuals or families who are currently experiencing homelessness. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.

**23.06.330 Essential public facilities.**

“Essential public facilities” means a facility, conveyance or site whose services are provided by a governmental agency, a private or nonprofit organization under contract to or with substantial funding from government agencies, or a private organization subject to public service obligations, which is necessary to adequately provide a public service and which is typically hard to site.

**23.06.335 Equipment rental.**

“Equipment rental” means the use of a building or land for the purpose of providing tools, implements, or other articles to individuals or businesses on a temporary basis for a specified fee. This use does not include the rental of automobiles or trucks.

**23.06.340 Family.**

“Family” means one or more persons occupying a premises and living as a single, nonprofit housekeeping unit, as distinguished from a group occupying a hotel, club, boardinghouse or rooming house, fraternity or sorority house.

**23.06.345 Family day care home.**

“Family day care home” means a licensed facility in the licensee’s home providing regularly scheduled care for 12 or fewer children for periods less than 24 hours.

**23.06.350 Farming of land.**

“Farming of land” means the growing of seasonal crops and/or the tilling of soil. For purposes of this definition, the farming of land is typically an interim or temporary land use and would not

typically include agricultural activities that are of a long-term nature, such as the planting of orchards or vineyards or the raising of livestock.

**23.06.355 Fence.**

“Fence” means an upright structure serving as an enclosure, barrier or boundary usually made of posts, boards, wire, iron, steel, or masonry.

**23.06.360 Financial institution.**

“Financial institution” means a business or institution engaged in monetary transactions such as banks, lending, savings and loan institutions and credit unions but excluding pay day loan businesses.

**23.06.365 Flood or flooding – Flood Insurance Rate Map (FIRM) – Flood Insurance Study.**  
*Repealed by Ord. 59-19.*

**23.06.370 Florist.**

“Florist” means an establishment engaged in the retail sale of flowers and plants.

**23.06.373 Food service establishment.**

“Food service establishment” means a retail establishment that prepares and sells food and beverages for immediate consumption.

**23.06.375 Food stores.**

“Food stores” means stores primarily engaged in selling food and beverages for home preparation and consumption. It includes grocery stores; mini-market or convenience store uses; meat and fish markets, including freezer provisioners; fruit and vegetable markets; candy, nut, and confectionery stores; dairy products stores; retail bakeries; wine and beer shops; liquor stores; and miscellaneous stores specializing in items such as spices, coffee, or health foods. As an accessory use, a food store may also sell prepared foods for on-site or off-site consumption.

**23.06.380 Food wagon.**

“Food wagon” means a vehicle that is used for retail food sales that is capable of operating from a variety of sites, rather than from a fixed location.

**23.06.385 Fuel station/mini-mart.**

“Fuel station/mini-mart” means establishments engaged primarily in the sale of automobile gasoline or other auto fuel to the general public. Such uses may include mini-market or convenience store uses involving the sale of snack food and beverage items.

**23.06.390 Funeral establishment.**

A “funeral establishment” is a place of business devoted exclusively to such activities as are related to the preparation and arrangements for the funeral, transportation, burial, or other disposition of dead bodies, and including but not limited to: (A) a chapel in which memorial, funeral, or religious services may be conducted; and (B) a preparation room equipped for the preparation and embalming of dead bodies for burial or transportation.

**23.06.395 Furniture, home furnishings, and appliance stores.**

“Furniture, home furnishings, and appliance stores” means businesses primarily engaged in the retail sale of goods used for furnishing the home, such as furniture, floor coverings, draperies,

lighting fixtures, woodstoves, domestic cook stoves, refrigerators, and other household electrical and gas appliances. This category also includes rental of furniture, appliances, and the like.

**23.06.400 General service businesses.**

“General service businesses” means establishments which provide services involving the maintenance, repair or improvement of personal and household goods including computer and consumer electronics repair and service, custom framing shops, jewelry repair, locksmiths, shoe repair, tailors, upholstery shops, and similar uses.

**23.06.405 Grade plane.**

“Grade plane” means a reference plane representing the average of finished ground level adjoining the building at exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building, between the building and a point six feet from the building.

**23.06.410 Gross floor area [\(GFA\)](#).**

“Gross floor area” means the sum of the areas of all floors included within the surrounding walls of a building, or portion thereof, exclusive of vents, shafts, and courts, [inclusive of commercial outdoor dining areas](#).

**23.06.415 Guest room.**

“Guest room” means a room which is intended, arranged, or designed to be occupied or which is occupied by one or more guests, but in which no provision is made for cooking, and not including dormitories for sleeping purposes.

**23.06.420 Habitable floor.**

“Habitable floor” means any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof, except for a floor used only for storage purposes.

**23.06.425 Hazardous waste.**

“Hazardous waste” means all dangerous and extremely hazardous waste as defined by RCW 70.105.010.

**23.06.430 Hazardous waste storage.**

“Hazardous waste storage” means the holding of dangerous waste for a temporary period as regulated by the Washington State Dangerous Waste Regulations, Chapter 173-30 WAC.

**23.06.435 Hazardous waste treatment.**

“Hazardous waste treatment” means the physical, chemical, or biological processing of dangerous waste to make wastes nondangerous or less dangerous, safer for transport, amenable for storage, or reduced in volume.

**23.06.440 Hazardous waste treatment and storage facilities, off site.**

“Hazardous waste treatment and storage facilities, off site” means treatment and storage facilities that treat or store waste generated on properties other than those on which the off-site facilities are located.

**23.06.445 Hazardous waste treatment and storage facilities, on site.**

“Hazardous waste treatment and storage facilities, on site” means treatment and storage facilities that treat and store wastes generated on the same, geographically contiguous, or bordering property.

**23.06.450 Hedge.**

“Hedge” means a row of closely planted shrubs, bushes, or low growing trees forming a barrier, enclosure, or boundary.

**23.06.455 Height of building.**

“Height of building” means the vertical distance from grade plane to the average height of the highest roof surface. (See RMC 23.06.405 for definition of “grade plane.”)

**23.06.460 Hog farm.**

“Hog farm” means a lot, structure or building used for the raising or keeping of six or more hogs or swine.

**23.06.465 Home occupations.**

“Home occupations” means an occupation or business activity conducted within a dwelling unit by a member or members of the family who occupy the dwelling, where the occupation or business activity is clearly incidental and secondary to the use of the dwelling for living purposes and the residential character of the dwelling is maintained.

**23.06.470 Health/fitness center.**

“Health/fitness center” means a building, group of buildings or combination of buildings and outdoor uses which together are used for sports, health and recreational uses whether on a membership basis or for the general public. Such facilities include, but are not limited to, gymnasiums, weight-reducing centers, dance studios, tennis, handball or racquetball courts, indoor or outdoor swimming pools and spas, weight training, exercise classes, and running tracks.

**23.06.475 Health/fitness facility.**

“Health/fitness facility” means health clubs, aerobics centers, athletic clubs and gymnasiums, handball and racquetball clubs, weight-reducing centers, dance studios, and other businesses primarily engaged in indoor health and recreation activities, whether on a membership basis or for the general public. Health/fitness facilities are conducted in buildings no larger than 5,000 square feet in area.

**23.06.477 Health spa.**

“Health spa” means a commercial facility providing body treatments, massage, gyms, spas, health and wellness activities and similar services.

**23.06.480 Homeless shelter.**

*Repealed by Ord. 2022-19.*

**23.06.485 Hospital.**

“Hospital” means a licensed institution designed within an integrated campus setting for the diagnosis, care, and treatment of human illness, both mental and physical.



**23.06.490 Hospital or clinic for large animals.**

“Hospital or clinic for large animals” means a medical facility or institution providing in-patient and outpatient veterinary service consisting of the prevention, cure, or alleviation of disease and injury to large animals or livestock.

**23.06.495 Hospital or clinic for small animals.**

“Hospital or clinic for small animals” means a medical facility or institution providing inpatient and outpatient veterinary service consisting of the prevention, cure, or alleviation of disease and injury to dogs, birds, cats, and similar small animals.

**23.06.500 Hot tub.**

“Hot tub” means a nonpermanent structure intended for recreational bathing, in which all controls, water heating, and water circulating equipment are an integral part of the product.

**23.06.505 Hotel.**

“Hotel” means any building or portion thereof containing six or more guest rooms, which is used, designed, or intended to be used, let, or hired out to be occupied, or which is occupied by six or more individuals for compensation, whether the compensation be paid directly or indirectly.

**23.06.510 House-banked card room.**

“House-banked card room” as used in this title means an establishment licensed by the Washington State Gambling Commission (the “Commission”) to offer “house-banked card games” as described in WAC 230-40-010 and subject to regulation by the Commission under RCW 9.46.070 and Chapter 230-40 WAC.

**23.06.515 Junkyard.**

“Junkyard” means the use of more than 100 square feet of the area of any lot, or the use of any portion of that half of any lot (but not exceeding a depth or width, as the case may be, of 100 feet) which adjoins any street, for the storage, keeping or abandonment of junk, including scrap metals or other scrap material, or the use of any area for an automobile wrecking yard; provided, however, that this definition shall not be deemed to include uses conducted entirely within an enclosed building or lots for the outdoor display and sale of used automobiles in operable condition.

**23.06.520 Kennel, commercial.**

“Kennel, commercial” means any lot, premises, building, or structure where six or more dogs, cats, and/or household pets over six months of age are kept.

**23.06.525 Landscaping.**

“Landscaping” shall consist of any of the following or combination thereof: material such as, but not limited to, grass, ground covers, shrubs, vines, hedges, and trees; and nonliving durable material commonly used in landscaping such as, but not limited to, rocks, pebbles, bark, sand, walls, or fences, but excluding paving and artificial plants.

**23.06.530 Landscaping material sales.**

“Landscaping material sales” means establishments engaged in the retail sale of materials commonly used in landscaping such as trees, shrubs, bark, gravel, patio bricks, concrete blocks, pond liners, and similar materials.

**23.06.535 Large livestock farming.**

“Large livestock farming” means the keeping of domesticated animals such as horses, ponies, burros, dairy and beef cattle, sheep, goats, swine, and similar animals which are kept for personal or agricultural use, or raised for sale and profit.

**23.06.540 Lattice tower.**

“Lattice tower” is a wireless communications support structure, which consists of metal crossed strips or bars to support antennas and related equipment.

**23.06.545 Laundry, self-service.**

“Laundry, self-service” means a business providing home-type washing, drying and/or ironing facilities where customers primarily complete the laundering of their own clothes.

**23.06.550 Laundry/dry cleaning, retail.**

“Laundry/dry cleaning, retail” means a business providing drop off and pick up services of laundry and dry cleaning where the actual laundry/dry cleaning activities are completed at an off-site commercial laundry/dry cleaning facility.

**23.06.552 Laundry/dry cleaning, neighborhood.**

“Laundry/dry cleaning, neighborhood” means a business providing drop off and pick up services of laundry and dry cleaning and where actual laundry/dry cleaning activities are completed on site in a process that primarily uses solvents or chemicals that are not regulated as hazardous by the Environmental Protection Agency. Such businesses shall operate in facilities that are 2,000 square feet in area or less.

**23.06.555 Laundry/dry cleaning, commercial.**

“Laundry/dry cleaning, commercial” means a business providing commercial laundry or dry cleaning services.

**23.06.560 Livestock feed lot.**

“Livestock feed lot” means a lot, structure or building, or confined area used intensively for raising or keeping of more than six head of beef cattle or similar livestock for the purpose of feeding, breeding, conditioning, or holding the same for marketing or slaughter in which animal waste may accumulate, but not including barns, pens or similar structures.

**23.06.565 Lot.**

“Lot” means land occupied or to be occupied by a principal use or building or unit group of buildings and accessory buildings, together with such open spaces as are required under the provisions of this title, having not less than the minimum area required by this title, for a lot in the district in which such lot is situated, and having its principal frontage on a street, or having a permanent means of access to a street. A lot as defined herein is not necessarily the same as a platted lot.

**23.06.567 Lot area.**

“Lot area” means the total horizontal area included within lot lines.

**23.06.570 Lot, corner.**

“Lot, corner” means a lot bounded on two or more sides by street lines; provided, that the interior angle of intersection or interception of said street lines does not exceed 135 degrees.

**23.06.572 Lot, interior.**

“Lot, interior” means a lot other than a corner lot.

**23.06.575 Lot line, front.**

“Lot line, front” means, in the case of an interior lot, a line separating the lot from the street; in the case of a corner lot, a line separating the narrowest street frontage of the lot from the street; except in those cases in a C-1 district where a lot has two or more street frontages of equal length or nearly equal length, the front lot line shall be considered to be the line adjoining the street which the comprehensive plan shows is intended to carry the heaviest traffic flow.

**23.06.577 Lot line, rear.**

“Lot line, rear” means the lot line which is generally opposite the front lot line. If the rear lot line is less than 10 feet in length, or if the lot comes to a point at the rear, the rear lot line shall be deemed to be a line parallel to the front lot line, not less than 10 feet long, lying wholly within the lot and farthest from the front lot line.

**23.06.580 Lot line, side.**

“Lot line, side” means any lot boundary line not a front lot line or a rear lot line.

**23.06.582 Lot depth.**

“Lot depth” means the shortest horizontal distance between the front lot line and a line drawn parallel to the front lot line through the midpoint of the rear lot line. For lots with front lines containing curves or angles, the measurement shall be taken from a line drawn parallel to a base line adjoining the front corners of the lot and lying midway between said base line and a line drawn parallel to said base line tangent to the curve or through the angle point.

**23.06.584 Lot width.**

“Lot width” means the distance between side lot lines measured at right angles to the lot depth at its midpoint.

**23.06.586 Lowest floor.**

*Repealed by Ord. 59-19.*

**23.06.587 Lumberyard.**

“Lumberyard” means a business that sells building materials and/or lumber in large quantities, and includes a significant portion of its product storage outdoors or in warehouse portions of a building.

**23.06.590 Macrofacility.**

“Macrofacility” is a large wireless communication facility that provides radio frequency coverage for a cellular telephone network. Generally, macro cell antennas are mounted on ground-based towers, rooftops and other existing structures at a height that provides a clear view over the surrounding buildings and terrain. Macro cell facilities typically contain antennas that are greater than three cubic feet per antenna, and typically cover large geographic areas with relatively high capacity and may be capable of hosting multiple wireless service providers.

**23.06.595 Mailing services.**

“Mailing services” means a private establishment engaged in the business of renting mailboxes, accepting packages for delivery, selling packaging materials and/or providing bulk mailing services for customers.

**23.06.600 Manufactured home.**

“Manufactured home” means a single-family residence constructed after June 15, 1976, and in accordance with the U.S. Department of Housing and Urban Development (HUD) requirements for manufactured housing and bearing the appropriate insignia indicating such compliance.

**23.06.605 Manufactured home lot, park, and stand.**

“Manufactured home lot” means a designated portion of a manufactured home park designed for the accommodation of one manufactured home and its accessory structures.

“Manufactured home park” means any site, lot, field or tract of land under the ownership or management of one person, partnership, firm or corporation which is divided into manufactured home lots for tenancy or lease, upon which two or more manufactured homes are located and occupied for dwelling purposes.

“Manufactured home stand” means that area of a manufactured home lot which has been reserved for the placement of a manufactured home.

**23.06.610 Manufacturing, general.**

“Manufacturing, general” means a manufacturing use, typically having the potential of creating moderate noise, smoke, dust, vibration or other environmental impacts or pollution, and including but not limited to the following:

- A. Production of items made from stone or concrete;
- B. Production of items from ferrous or nonferrous metals through use of a machine shop, welding or fabrication; or from nonferrous metals through use of a foundry; or from ferrous metals through use of a foundry heated by electricity (induction melting);
- C. Production of finished goods that typically are not for household or office use, such as barrels, ceramic molds, or cardboard cartons, from materials that are already refined, or from raw materials that do not need refining, such as paper, fabric, leather, premilled wood; or wool, clay, cork, semiprecious or precious metals or stones, fiber, or other similar materials;
- D. Production of finished goods, for household or nonhousehold use, such as toys, film, pens, or linoleum from plastic, rubber, or celluloid;
- E. Production of parts to be assembled into a finished product;
- F. Development of film on a wholesale basis;
- G. Production of items through biological processes, such as pharmaceuticals and industrial purifiers, manufactured by bioengineering techniques;
- H. Production of items such as paint and coatings, dyestuffs, fertilizer, glue, cosmetics, clay, or pharmaceuticals that require the mixing or packaging of chemicals;
- I. Food processing for human consumption except that involving the milling of grain or the refining of sugar.

**23.06.615 Manufacturing, heavy.**

“Manufacturing, heavy” means a manufacturing use, typically having the potential of creating substantial noise, smoke, dust, vibration and other environmental impacts or pollution, and including but not limited to:

- A. Processing or refining of raw materials, such as but not limited to minerals, petroleum, rubber, wood or wood pulp, into other products;
- B. The milling of grain or refining of sugar, except when accessory to a use defined as food processing for human consumption or as a retail sales and service use;
- C. Slaughterhouses, including packing and freezing of meat products;
- D. Refining, extruding, rolling, or drawing of ferrous or nonferrous metals, or the use of a noninduction foundry for ferrous metal;
- E. Production of large durable goods such as motorcycles, cars, manufactured homes, airplanes, or heavy farm, industrial, or construction machinery;
- F. Manufacturing of electrical components, such as semi-conductors and circuit boards, using chemical processes such as etching or metal coating;
- G. Production of industrial organic and inorganic chemicals, and soaps and detergents; and
- H. Conversion of solid waste into useful products or preparation of solid waste for disposal at another location by processing to change its physical form or chemical composition. This includes the off-site treatment or storage of hazardous waste as regulated by the State Department of Ecology.

**23.06.617 Manufacturing, light.**

“Manufacturing, light” means a manufacturing use, typically having little or no potential of creating noise, smoke, dust, vibration or other environmental impacts or pollution, and including but not limited to the following:

- A. Production, assembly, finishing, and/or packaging of articles from parts made at another location, such as assembly of clocks, electrical appliances, or medical equipment;
- B. Production of finished household and office goods, such as jewelry, clothing or cloth, toys, furniture, or tents, from materials that are already refined, or from raw materials that do not need refining, such as paper, fabric, leather, premilled wood; or wool, clay, cork, semi-precious or precious metals or stones, fiber, or other similar materials;
- C. Canning or bottling of food or beverages for human or animal consumption using a mechanized assembly line;
- D. Printing plants with more than 5,000 square feet of gross floor area;
- E. Electronic product and component manufacturing including radio, TV, computers, data systems equipment, optical, photographic, engineering and similar precision instruments and high-tech industries.

**23.06.620 Manufacturing use.**

“Manufacturing use” means a business establishment in which articles are produced by hand or by machinery, from raw or prepared materials, by giving to those materials new forms, qualities, properties, or combinations, in a process frequently characterized by the repetitive production of items made to the same or similar specifications.

**23.06.625 Marinas.**

“Marinas” means an establishment providing docking, moorage space and activities relating to the maintenance and minor repair of pleasure boats and yachts.

**23.06.630 Marine equipment rentals.**

“Marine equipment rentals” means a business engaged in the rental of marine equipment, such as boats or jet skis, to individuals or businesses on a temporary basis for a specified fee.

**23.06.635 Marine gas sales.**

“Marine gas sales” means a business typically associated with a marina that engages in retail gasoline sales for boats and other marine equipment.

**23.06.640 Master plan.**

“Master plan” means a detailed site plan for certain distinct areas of the city for which specific plans have been reviewed and approved by the planning commission and the city council. A master plan for a distinct area is not to be construed as a substitute for the comprehensive plan as set forth in Chapter 23.01 RMC.

**23.06.645 Microbrewery.**

“Microbrewery” means a small-scale beer brewing plant located within a restaurant or tavern building in which a portion of the building is used for the production of beer for wholesale distribution and for on-site retail sale to restaurant or tavern patrons.

**23.06.647 Mobile vehicle food hub.**

“Mobile vehicle food hub” means a designated space where multiple vehicle-based food service vendors operate and may feature seating area(s) specifically provided for patrons to eat meals purchased from said vehicle-based food service vendors.

**23.06.650 Microfacility.**

*Repealed by Ord. 07-19.*

**23.06.655 Mini-warehouse.**

“Mini-warehouse” means a structure containing separate storage spaces of varying sizes that are leased or rented on an individual basis and outdoor yards for the storage of goods where storage, retrieval and transport are the responsibilities of the renter or lessee.

**23.06.660 Mobile home.**

“Mobile home” means a single-family residence transportable in one or more sections that are eight feet or more in width and 32 feet or more in length, built on a permanent chassis, designed to be used as a permanent dwelling and constructed before June 15, 1976.

**23.06.665 Monopole.**

“Monopole” means a vertical support structure consisting of a single vertical metal, concrete, or wooden pole, typically round or square and driven into the ground or attached to a foundation.

**23.06.670 Motel.**

“Motel” means a building or group of buildings containing guest rooms designed or used to provide transient lodging.

**23.06.675 Nursing home or rest home.**

“Nursing home” or “rest home” means a home for aged, chronically ill, incurable persons, or persons in need of convalescent care outside of a hospital in which two or more persons not of the immediate family are received, kept, or provided with food and shelter or care for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of disease or injury, maternity cases, or mental illness.

**23.06.680 Nursery, plant.**

“Nursery, plant” means an enterprise, establishment or portion thereof that conducts the retailing or wholesaling of plants grown on the site, as well as accessory items such as clay pots, potting soil, fertilizers, insecticides, garden implements, etc.

**23.06.685 Office – Corporate.**

“Office – corporate” means an establishment primarily engaged in providing internal office administration services as opposed to customer service in a single building or a campus setting; for example, the headquarters, regional offices and/or the administrative offices for a corporation. Generally, the majority of the traffic generated from corporate offices comes from employees and not the general public.

**23.06.687 Office – Consulting services.**

“Office – consulting services” means establishments providing a wide variety of professional services including but not limited to: accountants, engineers, geologists, architects, financial consultants, landscape architects, land planners, surveyors and interior designers who generally conduct research, provide analysis of information, computer simulation, diagramming, mapping and/or drafting in order to create new products or plans.

**23.06.690 Office – General.**

“Office – general” means an establishment which provides administrative, professional, educational, financial, governmental or customer services to individuals, businesses, institutions and/or governmental agencies in an office setting; for example, branch banks, travel agencies, medical offices, real estate offices, insurance agencies, government offices, customer service offices, data processing services, union or charitable organization offices and wholesalers’ offices.

**23.06.695 Office – Research and development.**

“Office – research and development” means an office/laboratory establishment engaged in the research, analysis, design, development and/or testing of a product.

**23.06.700 Office supply store.**

“Office supply store” means stores selling office products such as stationery, legal forms, writing implements, computers, copies, office furniture, and similar products.



**23.06.705 Outdoor advertising sign.**

“Outdoor advertising sign” means any lettered, figure, or pictorial matter or other sign of any kind or character whatsoever, made visible for outdoor advertising purposes anywhere.

**23.06.710 Outdoor advertising structure.**

“Outdoor advertising structure” means any structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any outdoor advertising sign may be placed, including also outdoor advertising statuary.

**23.06.715 Outdoor storage.**

“Outdoor storage” means the storage of any products, materials, vehicles, equipment, junk, or scrap outside the confines of an enclosed building, and more specifically defined as:

A. Merchandise Display. Display of products and materials, and operable vehicles and equipment for the principal purpose of offering for sale at retail, and incidental to the business existing on the premises;

B. Equipment and Material Storage. Storage of any equipment or materials in usable condition which are not being specifically displayed as merchandise or offered for sale at retail; and

C. Junk and Scrap Storage. Storage of used products or scrap materials such as wood, cloth, paper, glass, metal, plastic, or rock material, which could be refurbished, recycled, or converted into usable stock or material.

**23.06.720 Parking lot.**

“Parking lot” means an open area, other than a street or alley, used for the temporary parking of automobiles and available for public use, whether free or for compensation, or as an accommodation for clients or customers.

**23.06.725 Parking space, automobile (off street).**

“Parking space, automobile (off street)” means space within a public or private parking area, or within a building designed for or used for the temporary parking or storage of one motor vehicle.

**23.06.728 Parking structure.**

“Parking structure” means a structure used for the parking of vehicles where parking is accommodated on two or more levels.

**23.06.729 Parking, tandem.**

“Parking, tandem” is defined as having two or more vehicles, one in front of or behind the others with a single means of ingress and egress.

**23.06.730 Pasture.**

“Pasture” means a fenced enclosure or confined area used for the grazing of livestock or small animals which contains sufficient vegetation to serve as the principal food source for the livestock confined therein.

**23.06.732 Patio.**

“Patio” means an outdoor space that is often paved or decked directly adjacent to a main building that is at or within 30 inches of adjacent grade.

**23.06.735 Pawn shop.**

“Pawn shop” means an establishment engaged in the buying or selling of new or secondhand merchandise and offering loans in exchange for personal property.

**23.06.740 Pen.**

“Pen” means a fenced enclosure or small confined area used for the raising or keeping of livestock or small animals, but not including barns, sheds or similar structures, or pasture.

**23.06.742 Permanent supportive housing.**

“Permanent supportive housing” is subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident’s health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in Chapter 59.18 RCW.

**23.06.745 Personal loan business.**

“Personal loan business” means an establishment engaged in the business of cashing payroll checks and/or providing small, nonsecured, short-term loans to individuals.

**23.06.750 Personal services business.**

“Personal services business” means a business primarily engaged in providing services generally involving the maintenance of the human body, or other services to one’s person. Such businesses include, but are not limited to, barber and beauty shops, photographic studios, body piercing, manicuring shops, tanning parlors, body wrapping, tattoo parlors and massage practitioners.

**23.06.755 Pet shop and pet supply store.**

“Pet shop” and “pet supply store” mean establishments engaged in the retail sale of pets, pet food, supplies and the grooming of pets.

**23.06.760 Photo processing, copying and printing services.**

“Photo processing, copying and printing services” means retail establishments that provide duplicating services using photocopy, blueprint and offset printing equipment, including collating of booklets and reports.

**23.06.765 Pool, private.**

“Pool, private” means a swimming pool built accessory to a dwelling unit and used for the enjoyment of the family living therein.

**23.06.770 Pool, public.**

“Pool, public” means a swimming pool to which the general public has access through the payment of a fee or admission charge.

**23.06.775 Pool, semi-public.**

“Pool, semi-public” means a swimming pool accessory to a hotel, motel, multiple dwelling or similar use to which the general public does not have usual access, and located for the convenience of the guests or patrons of a hotel, motel or similar use.

**23.06.777 Porch.**

“Porch” means an outdoor, typically raised and covered area, providing an entrance way to a building.

**23.06.780 Portable food vendor.**

“Portable food vendor” means the vending of food and/or beverages from a movable cart-type stand which is located on the same lot as, and in conjunction with, a permitted use. Portable food vending stands cannot be self-propelled, must serve only walk-up customers, and may not be stored outdoors when the portable food vendor is not open for business.

**23.06.785 Poultry farm.**

“Poultry farm” means a lot, structure or building used intensively for the raising, feeding, breeding, or keeping of chickens, turkeys, or other poultry for marketing or slaughter, or for the production of eggs for sale.

**23.06.790 Public agency building.**

“Public agency building” means any agency office for the administration of any governmental activity or program.

**23.06.792 Public agency facility.**

“Public agency facility” means a lot, structure, facility or building which is necessary for the operation of a public utility on which is performed a public service such as supplying water, wastewater disposal, electrical, transportation or communication service, usually as a monopoly or pursuant to a franchise by a business organization under governmental regulation, or directly by government.

**23.06.795 Radio and television studio.**

“Radio and television studio” means an establishment engaged in transmitting oral and visual programs, and which consists of a studio, transmitter, and antennas.

**23.06.797 Reclassification.**

“Reclassification” means a change in the city’s zoning map, resulting in a change in zoning designation on one or more parcels of property. Also referred to as a rezone.

**23.06.800 Recreational club.**

“Recreational club” means an area devoted to facilities and equipment for recreational purposes, swimming pools, tennis courts, playgrounds, community clubhouses, and other similar uses maintained by a nonprofit organization whose membership is limited to the residents within the area in which it is located; provided, that membership shall not be denied to residents of the area based solely on race, creed or color.

**23.06.802 Recreational vehicle.**

“Recreational vehicle” means a vehicular-type unit designed for temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. “Recreational vehicle” shall include, but not be limited to, the following:

A. Travel Trailer. A vehicular, portable structure built on a chassis and drawn by a motorized vehicle and which is designed to be used as a temporary dwelling for travel, recreational and vacation uses;

B. Camper. A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreational and vacation uses;

C. Motor Home. A portable, temporary dwelling to be used for travel, recreational and vacation use constructed as an integral part of a self-propelled vehicle;

D. Camping Trailer. A folding structure mounted on wheels and designed for travel, recreational and vacation uses.

(See also “Dependent recreational vehicle,” RMC 23.06.260.)

**23.06.805 Recreational vehicle campground.**

“Recreational vehicle campground” means a lot or parcel of land occupied or intended for occupancy by recreational vehicles or tents for travel, recreational or vacation usage for short periods of stay subject to the provisions of this title.

**23.06.807 Recreational vehicle park.**

“Recreational vehicle park” means a lot or parcel of land occupied or intended for occupancy by recreational vehicles for travel, recreational or vacation uses allowing for longer periods of stay subject to the provisions of this title.

**23.06.809 Recreational vehicle space.**

“Recreational vehicle space” means a parcel of land in a recreational vehicle park or campground for the placement of a single recreational vehicle and the exclusive use of its occupants.

**23.06.810 Restaurant.**

“Restaurant” means a retail establishment engaged in the preparation and sale of food and beverages, including coffee shops, sandwich shops, ice cream parlors, fast food take-out, espresso stands, and similar uses. The term “restaurant” can be further described by the following types:

A. Restaurant, Drive-Through. A “restaurant” which has one or more drive-through lanes for ordering and dispensing of food and beverages to patrons remaining in their vehicles, for consumption off the premises. A drive-through restaurant may also have seating facilities.

B. Restaurant, Lounge. A restaurant which includes licensed on-site provision of alcoholic beverages for consumption on the premises as an accessory to food service.

C. Restaurant, Sit-Down. A restaurant at which all food and drink is consumed on the premises.

D. Restaurant, Take-Out. A restaurant that offers a take-out service whereby food may be consumed off the premises. A take-out restaurant may also have seating facilities.

**23.06.817 Sales, retail.**

“Sales, retail” means sale to the ultimate consumer for direct consumption and not for resale.

**23.06.820 Sales, wholesale.**

“Sales, wholesale” means sale for resale not for direct consumption. For the purpose of land use classifications, a business primarily engaged in wholesale sales, with less than 25 percent of the square footage of sales in related retail, will be classified as wholesale.

**23.06.825 Sanitary station or sanitary dumping station.**

“Sanitary station” or “sanitary dumping station” means a facility used for removing and disposing of wastes from recreational vehicle sewage holding tanks.

**23.06.830 School.**

“School” means public or private graded educational institution facility, structure or building but not including trade schools.

**23.06.832 School, alternative.**

“School, alternative” means a school which offers a curriculum which is equivalent to but is a substitute for the curriculum commonly found in more traditional public or private schools.

**23.06.833 School, commercial.**

“School, commercial” means a business establishment where instruction is given, in exchange for payment of a fee. Examples of subjects taught include, but are not limited to, dance, computer skills, music, and martial arts.

**23.06.834 School, trade.**

“School, trade” means an educational facility, structure or building operated as a business enterprise offering instruction or training in the trades or industrial arts such as welding, brick laying, machinery operation, cooking, printing or similar trades or industrial arts, but not including schools.

**23.06.835 Secondhand/consignment store.**

“Secondhand/consignment store” means an establishment engaged in the retail sale of used clothing, sports equipment, appliances, and other merchandise.

**23.06.840 Senior housing.**

“Senior housing” means ~~a complex of dwellings, exclusively designed for and occupied by households having least one person 62 years of age or older.~~ any residential housing that is advertised, maintained, designed, or constructed for the express or implied purpose of providing housing for persons 55 years of age, or older, who are independent and do not require assistance with activities of daily living.

**23.06.845 Sensitive land uses.**

“Sensitive land uses” means those land uses which are particularly sensitive to the secondary effects of adult use businesses. “Sensitive land uses” include the following:

- A. Churches, or other religious facilities or institutions;
- B. Multiple-family and single-family residential zones;

C. Playgrounds and public parks;

D. Public and private schools, technical schools and training facilities which have 25 percent or more of their students under the age of 18.

**23.06.850 Small livestock farming.**

“Small livestock farming” means the keeping of four or more domesticated animals such as rabbits, chickens, ducks, turkeys, and similar fowl and animals which are kept for personal or agricultural use, or raised for sale and profit.

**23.06.855 Specialty retail store.**

“Specialty retail store” means one of a wide variety of stores involved in the retail sale of one or more general categories of specialty goods and merchandise, including but not limited to the following types of specialty stores: sporting goods, bicycles, glassware and chinaware, fishing tackle, music, greeting cards, jewelry, toys, hobby supplies, games, cameras, gifts and souvenirs, sewing supplies, tobacco products, newspapers, magazines, and comic books, religious supplies, guns and gun supplies or other miscellaneous goods.

**23.06.860 Specified anatomical areas.**

“Specified anatomical areas” means:

A. Less than completely and opaquely covered human genitals, pubic region, buttock or female breast below a point immediately above the top of the areola; and

B. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

**23.06.862 Specified sexual activities.**

“Specified sexual activities” means:

A. Human genitals in a state of sexual stimulation or arousal; and/or

B. Acts of human masturbation, sexual intercourse or sodomy, whether between persons of the same or opposite sex; and/or

C. Fondling or other erotic touching of human genitals, pubic region, buttock or female breast; and/or

D. Excretory functions as part of or in connection with any of the activities set forth in this chapter.

**23.06.865 Stable, private.**

“Stable, private” means a building in which horses are kept for private use and not for remuneration, hire, or sale.

**23.06.867 Stable, public.**

“Stable, public” means a building in which horses are kept for remuneration, hire, or sale, including a riding academy.

**23.06.870 Stock-in-trade.**

“Stock-in-trade” means all books, equipment, magazines, periodicals, pictures, posters, printed material, products (including prerecorded video tapes, discs, or similar material), or other items

readily available for purchase, rental, viewing or use by patrons of the establishment excluding material located in any storeroom or other portion of the premises not open to patrons.

**23.06.871 Storage container.**

“Storage container” is defined as provided in RMC 11.33.010.

**23.06.875 Story.**

“Story” means that portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between the floor and the ceiling next above it. A mezzanine floor shall be counted as a story if it covers over one-third of the area of the floor next below it, or if the vertical distance from the floor next below it to the floor next above it is 24 feet or more. A basement shall be counted as a story if its ceiling is over six feet above the level from which the height of the building is measured.

**23.06.880 Street.**

“Street” means a public thoroughfare which affords the principal means of access to abutting property, including avenue, place, way, drive, lane, boulevard, highway, road, and any other thoroughfare except an alley.

**23.06.885 Structure.**

“Structure” means anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

**23.06.888 Substantial damage.**

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**23.06.890 Substantial improvement.**

“Substantial improvement” means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started, or if the structure has been damaged and is being restored, before the damage occurred. “Substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term “substantial improvement” does not include any project for improvement to comply with existing state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official which are the minimum necessary to assure safe living conditions, or any alteration of a structure listed on the National Register of Historic Places or State Inventory of Historic Places.

**23.06.895 Theater.**

“Theater” means a facility used by and for the performing arts but not including cinema.

**23.06.900 Towing, vehicle impound lots.**

“Towing, vehicle impound lots” means lots used for the temporary storage of vehicles which have been towed by a towing company or for impounded vehicles, but which does not include permanent vehicle storage or dismantling of vehicles.



**23.06.901 Transitional housing.**

“Transitional housing” means a facility that provides housing and supportive services to individuals or families experiencing homelessness for up to two years and whose primary purpose is to enable individuals or families experiencing homelessness to move into independent living and permanent housing.

**23.06.905 Travel trailer.**

See “Recreational vehicle,” RMC 23.06.802.

**23.06.910 Truck terminal.**

“Truck terminal” means a business providing a location where goods carried by motor transport can be received, transferred from one vehicle to another, and/or shipped, where the primary purpose is not storage but to serve as a point of transfer.

**23.06.915 Use – Permitted.**

“Use – permitted” means a use authorized or allowed alone in a specified use district for the preservation or promotion of which the use district is established and subject to the requirements of the regulations and standards of such use district, and to which all other uses are accessory, special, conditional, or nonconforming.

**23.06.920 Use – Accessory (secondary).**

“Use – accessory (secondary)” means a secondary or minor use of a lot, structure, or building designed or employed in conjunction with, but subordinate or incidental to, and compatible with the principal permitted use for which the use district is established, and subject to the regulations and standards of such use district.

**23.06.925 Use – Nonconforming.**

“Use – nonconforming” means the use of a building or other structure or of a tract of land which does not conform to the use regulations of this title for the district in which it is located, either at the effective date of the ordinance codified in this title or as a result of subsequent amendments which may be incorporated into this title.

**23.06.930 Use – Special.**

“Use – special” means any use of a lot, structure or building which by its nature, intensity or potential impact upon an area cannot be considered as a principal or accessory use within a use district, but when subject to special conditions and standards specified in a special use permit may be compatible with other uses in the same or adjacent use districts.

**23.06.935 Variance.**

“Variance” means a modification of the regulations of this title granted by the board of adjustment after finding that the literal application of the provisions of this title would cause undue and unnecessary hardship in view of certain facts and conditions applying to a specific parcel of property.

**23.06.937 Vehicle-based food service.**

“Vehicle-based food service” means the vending of food and/or beverages from a large vehicle that is equipped to both cook and sell food, and that is capable of being moved from place to place as provided in RMC 23.42.325.

**23.06.940 Vehicle leasing and rentals.**

“Vehicle leasing and rentals” means the use of any building or land for a business involving the leasing of vehicles.

**23.06.945 Vehicle sales.**

“Vehicle sales” means the use of any building or land for the display and sale or long-term lease of new or used automobiles, panel trucks or vans, boats, or motorcycles and including any warranty repair work and other repair service conducted as an accessory use.

**23.06.950 Video rental store.**

“Video rental store” means an establishment engaged primarily in the renting or sale of videocassettes, DVDs, and video games.

**23.06.955 Warehousing and wholesale trade.**

“Warehousing and wholesale trade” means establishments involved in the storage and/or sale of bulk goods for resale or assembly, excluding establishments offering the sale of bulk goods to the general public.

**23.06.960 Warehousing, storage and distribution.**

“Warehousing, storage and distribution” means a building where goods and materials are kept immediately prior to their delivery to retail outlets or their sale to other businesses. This use may include vehicle maintenance or storage as an accessory use.

**23.06.965 Wholesale use.**

“Wholesale use” means a business that stores large stocks of goods for sale in bulk quantities to retail outlets. Sales to the general public do not occur on the site, nor is the location of the business advertised through newspapers, flyers or other media designed to reach the consumer.

**23.06.970 Wineries – Production.**

“Wineries – production” means an establishment engaged in the production of wine for wholesale distribution.

**23.06.972 Wineries – Tasting room.**

“Wineries – tasting room” means an establishment engaged in the retail sales of wines.

**23.06.975 Yard.**

“Yard” means an open space of uniform width or depth on the same lot with a building or a group of buildings, which open space lies between the building or group of buildings and the nearest lot line and is unoccupied and unobstructed from the ground upward, except for the certain exceptions specified in this title. In measuring a yard, as hereinafter provided, the “line of a building” shall be deemed to mean a line parallel to or concentric with the nearest lot line drawn through the point of a building or the point of a group of buildings nearest to such a lot line, exclusive of the exceptions referenced above, and the measurements shall be taken from the line of the building to the nearest lot line.

**23.06.980 Yard, front.**

“Yard, front” means a yard extending the full width of the site and measured as to depth at the least horizontal distance between the street right-of-way line and the exterior wall.

### **23.06.983 Yard, rear.**

“Yard, rear” means a yard which extends the full width of the site and is measured as to depth at the least horizontal distance between the rear lot line and the exterior wall.

### **23.06.985 Yard, side.**

“Yard, side” means a yard which extends from the front yard or front lot line where no front yard exists to the rear yard or rear lot line where no rear yard exists and is measured as to width at the least horizontal distance between the side lot line and the exterior wall.

Section 2. Richland Municipal Code Section 23.22.050, entitled Parking standards for commercial use districts, as first enacted by recodification occurring through Ordinance No. 28-05, and last amended during the 2011 recodification, is hereby amended as follows:

### **23.22.050 Parking standards for commercial use districts.**

~~A.~~ Off-street parking space shall be provided in all commercial zones in compliance with the requirements of Chapter 23.54 RMC.

~~B. Central Business District Off-Street Parking. All uses have a responsibility to provide parking. The parking responsibility for any new use or change in use shall be determined in accordance with the requirements of Chapter 23.54 RMC. The maximum number of parking spaces provided on site shall not exceed 125 percent of the minimum required parking as specified in Chapter 23.54 RMC; provided, that any number of parking spaces beyond the established maximum may be approved by the planning commission subject to RMC 23.22.020(E)(9) (Alternative Design).~~

~~1. The off-street parking requirement may be reduced as follows:~~

~~a. The planning commission may reduce the parking responsibility as provided by RMC 23.54.080, joint use; and/or~~

~~b. Within a 600-foot radius of the property, and within the CBD zoning district, a 25 percent credit will be provided for each on-street parking space and/or for each off-street parking space located in a city-owned public parking lot. The allowed combined reduction in required off-street parking shall not exceed 50 percent of the overall off-street parking requirement (including any reductions contained in RMC 23.54.080). Example: one off-street space will be credited if four on-street spaces are located within 600 feet of the property. Parking space dimensions are found in RMC 23.54.120. Only those streets designated for on-street parking shall be considered for the credit. Curb cuts, driveways, hydrant frontages, and similar restricted parking areas shall be excluded from the calculation.~~

~~2. Any parking lot that has frontage on a public street or accessway shall be screened with a combination of trees planted at no less than 30 feet on center and shrubs planted to form a uniform hedge within five years. A masonry wall not lower than 18 inches and not higher than 36 inches may be substituted for the shrubs. The landscaping and masonry wall, if used, shall be at no greater setback than the maximum setback for a front or street side (RMC 23.22.040). Masonry walls are subject to the performance standards found in RMC 23.22.020(E), and must be granted approval by the public works director for compliance with vision clearance requirements for traffic safety before installation.~~

Section 3. Chapter 23.54 of the Richland Municipal Code, entitled Off-street parking and landscaping, as first enacted by recodification occurring through Ordinance No. 28-05, and last amended by Ordinance No. 10-21, is hereby amended as follows:

## **Chapter 23.54**

### **OFF-STREET PARKING AND LANDSCAPING**

#### **Sections:**

- 23.54.010 Off-street parking required.**
- 23.54.020 Standards and requirements.**
- 23.54.030 Unspecified uses.**
- 23.54.040 Motorcycles.**
- 23.54.050 Bicycles.**
- 23.54.055 Compact car spaces.**
- 23.54.060 Mixed occupancies.**
- 23.54.070 Joint use of parking facilities – Continuance assured.**
- 23.54.080 Joint use of parking facilities – Spaces required.**
- 23.54.090 Location of parking spaces.**
- 23.54.100 Spaces lost for access.**
- 23.54.110 Improvement of parking spaces.**
- 23.54.115 Tandem parking.**
- 23.54.120 Layout plan.**
- 23.54.130 Loading and unloading.**
- 23.54.140 Landscaping of parking facilities.**
- 23.54.150 Adjustments of landscaping standards.**
- 23.54.160 Perimeter landscaping of industrial facilities.**

#### **23.54.010 Off-street parking required.**

In all use districts except for the Central Business District (CBD) (outlined in RMC 23.22.010(F) and .040 Plates 1-3) and the Columbia Point North Waterfront District (outlined in RMC 23.22.040 Plate 4), which are exempt from the parking requirements established in RMC 23.54.020, space for the off-street parking of vehicles shall be provided and improved for use in accordance with the following:

A. For all new construction and development, off-street parking shall be provided in accordance with the requirements set forth in this chapter.

B. Except as otherwise provided in this chapter, ~~W~~when any existing building or use is enlarged, expanded or altered to effect an arrangement of space or use which increases the required number of spaces by more than 10 percent over the number required by the building or use prior to the change or alteration, off-street parking shall be provided in accordance with the requirements set forth in this chapter; provided, that if the number of additional required parking spaces from any such enlargement, expansion or alteration is four or less, no additional off-street parking need be provided or improved.

C. In addition to the exempted districts identified above, no minimum required parking spaces as established in RMC 23.54.020 are required for the following:

1. Residences under 1,200 square feet of Gross Floor Area;
2. Commercial spaces under 3,000 square feet of Gross Floor Area;
3. Affordable housing;
4. Senior housing.
5. Day care centers;
6. Ground level nonresidential spaces in mixed-use buildings;
7. A building undergoing a change of use from a nonresidential to a residential use, or a change of use for a commercial use.

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### 23.54.020 Standards and requirements.

The minimum required parking spaces for the respective uses shall be as follows:

| A.           | Residential Uses                                                                                                                                                                                         | Number of Parking Stalls Required                                                                                                                                                          |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.           | <del>Single-family attached and detached dwellings, manufactured homes, condominiums and duplexes</del> Dwelling, Single Family attached, detached and accessory, Condominiums, and Accessory Apartments | <del>2 spaces per dwelling unit.</del> <u>1 space per dwelling unit.</u>                                                                                                                   |
| 2.           | <del>Multiple family complexes</del> Apartments, studio Dwelling, multifamily, and rooming houses, boardinghouses, and dormitories                                                                       | <del>1.5 spaces per dwelling unit.</del> <del>1 space per dwelling unit.</del> <u>0.5 spaces per dwelling unit.</u>                                                                        |
| 3.           | <del>Housing for the elderly</del>                                                                                                                                                                       | <del>1 space per 2 dwelling units.</del>                                                                                                                                                   |
| 4.           | <del>Rooming houses, boardinghouses and dormitories</del>                                                                                                                                                | <del>1 space per person capacity.</del>                                                                                                                                                    |
| 5. <u>3.</u> | Hotels and motels                                                                                                                                                                                        | 1 space/ <u>per guest</u> room, plus required space for any restaurant (1 space per <del>100</del> <u>500</u> square feet of GFA*), plus 50% of required spaces for other associated uses. |
| B.           | Institutional Uses                                                                                                                                                                                       | Number of Parking Stalls Required                                                                                                                                                          |
| 1.           | Elementary and middle schools                                                                                                                                                                            | 2 spaces for each classroom.                                                                                                                                                               |
| 2.           | High schools                                                                                                                                                                                             | 8 spaces for each classroom.                                                                                                                                                               |
| 3.           | Colleges, universities and instructional facilities – adult                                                                                                                                              | 1 space per every 3 seats in classrooms.                                                                                                                                                   |
| 4.           | <del>Day-care centers</del>                                                                                                                                                                              | <del>2 spaces per staff person with a minimum of 4 spaces.</del>                                                                                                                           |
| 5. <u>4.</u> | Churches, mortuaries and funeral homes                                                                                                                                                                   | 1 space per 4 seats in the chapel or nave.                                                                                                                                                 |
| 6. <u>5.</u> | Rest homes, nursing homes and convalescent centers                                                                                                                                                       | 1 space per staff doctor plus 1 space for every 3 other staff plus 1 space per every 5 beds.                                                                                               |
| 7. <u>6.</u> | Hospitals                                                                                                                                                                                                | 1 space per staff doctor, plus 1 space for every 3 other staff members, plus 1 space for every 3 beds.                                                                                     |
| 8. <u>7.</u> | Medical and dental clinics                                                                                                                                                                               | 1 space per <del>250</del> <u>500</u> square feet of GFA.                                                                                                                                  |
| C.           | Office Uses <sup>1</sup>                                                                                                                                                                                 | Number of Parking Stalls Required                                                                                                                                                          |
| 1.           | Banks, businesses or professional offices <u>without a drive-through</u>                                                                                                                                 | <del>1 space per 350 square feet of GFA less 3 spaces for each drive-through window up to a maximum reduction of 33% of</del>                                                              |

|                         |                                                                                                                                                                                                                |                                                                                                                                                                                                                                                             |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         |                                                                                                                                                                                                                | <del>the required spaces</del> <u>1 space per 500 square feet of GFA.</u>                                                                                                                                                                                   |
| 2.                      | <u>Banks with a Drive-through windows – banks</u>                                                                                                                                                              | 6 <u>stacking</u> spaces <del>per drive-through window</del> (8' wide x 18' long) plus 1 service space and 1 exit space per <u>drive-through window</u> ; <u>1 space per 500 square feet of GFA.</u>                                                        |
| 3.                      | <u>Businesses or professional offices with a Drive-through windows—nonbank and nonfood</u>                                                                                                                     | <del>1 service space per window plus 1 stacking space per window</del> (8' wide x 18' long) plus 1 <u>parking service</u> space per <u>drive-through window</u> <del>maximum number of on-duty employees</del> ; <u>1 space per 500 square feet of GFA.</u> |
| <b>D.</b>               | <b>Commercial and Industrial Uses<sup>1</sup></b>                                                                                                                                                              | <b>Number of Parking Stalls Required</b>                                                                                                                                                                                                                    |
| <del>1.</del>           | <del>Food stores, markets, drugstores, liquor stores, and designed shopping centers less than 3,000 square feet GFA (exclusive of basement areas)</del>                                                        | <del>1 space per 400 square feet of GFA.</del>                                                                                                                                                                                                              |
| <del>2.</del> <u>1.</u> | <del>Food stores, markets, drugstores, liquor stores, and designed shopping centers more than 3,000 square feet GFA (exclusive of basement areas)</del> <u>Commercial spaces over 3,000 square feet of GFA</u> | <del>1 space per 300 square feet of GFA.</del> <u>1 space per 500 square feet of GFA.</u>                                                                                                                                                                   |
| 3.                      | <del>Small appliance, personal service, hardware, household equipment, clothing and other retail stores</del>                                                                                                  | <del>1 space per 400 square feet of GFA.</del>                                                                                                                                                                                                              |
| 4.                      | <del>Large appliance and furniture stores</del>                                                                                                                                                                | <del>1 space per 800 square feet of GFA.</del>                                                                                                                                                                                                              |
| 5.                      | <del>Wholesale stores, warehouses, storage buildings, motor vehicle or machinery sales</del>                                                                                                                   | <del>1 space per employee, with a minimum of 4 spaces.</del>                                                                                                                                                                                                |
| 6.                      | <del>Service stations</del>                                                                                                                                                                                    | <del>1 space per employee, plus 1 space per service bay (bay not counted as a space), with a minimum of 4 spaces.</del>                                                                                                                                     |
| 7.                      | <del>Automobile laundries and car washes</del>                                                                                                                                                                 | <del>2 spaces at the ingress and 2 spaces at the egress of each lane or washing bay.</del>                                                                                                                                                                  |
| 8.                      | <del>Self-service laundromat</del>                                                                                                                                                                             | <del>1 space per 2 washing machines.</del>                                                                                                                                                                                                                  |
| <del>9.</del> <u>2.</u> | <del>Manufacturing</del>                                                                                                                                                                                       | <del>1 space per each 2 employees on the largest shift.</del>                                                                                                                                                                                               |
| <b>E.</b>               | <b>Restaurant and Tavern Uses</b>                                                                                                                                                                              | <b>Number of Parking Stalls Required</b>                                                                                                                                                                                                                    |
| <del>1.</del> <u>3.</u> | <del>Seated customers</del> <u>Food service establishments without a drive-through</u>                                                                                                                         | <del>1 space per 100 square feet of GFA.</del> <u>1 space per 500 square feet of GFA.</u>                                                                                                                                                                   |



|                         |                                                                                         |                                                                                                                                                                      |
|-------------------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <del>2.</del>           | <del>Take-out service</del>                                                             | <del>1 space per 100 square feet of GFA.</del>                                                                                                                       |
| <del>3.</del>           | <del>Drive-in only</del>                                                                | <del>1 space per 50 square feet of GFA.</del>                                                                                                                        |
| <del>4.</del>           | <del>Drive-in as fixed type of facility</del>                                           | <del>1 space per 100 square feet of GFA.</del>                                                                                                                       |
| <del>5.</del> 4.        | Food service establishments with a <del>D</del> drive-through                           | 5 <u>stacking</u> spaces per <u>drive-through</u> window (8' wide x 18' long) with a minimum of 8 <u>stacking</u> spaces; <u>1 space per 500 square feet of GFA.</u> |
| 5.                      | <u>Mobile vehicle food hub</u>                                                          | <u>2 spaces per food truck; 1 space per 500 square feet of GFA.</u>                                                                                                  |
| <del>F.</del> <u>E.</u> | <b>Places of Assembly and Recreational Facilities</b>                                   | <b>Number of Parking Stalls Required</b>                                                                                                                             |
| 1.                      | Places of assembly, dance halls, skating rinks and exhibition halls without fixed seats | 1 space per 150 square feet of GFA.                                                                                                                                  |
| 2.                      | Places of assembly, stadiums, sports arenas, auditoriums with fixed seats               | 1 space per 3 seats.                                                                                                                                                 |
| 3.                      | Bowling alleys                                                                          | 5 spaces per each lane.                                                                                                                                              |
| 4.                      | Tennis, squash, handball, etc.                                                          | 2 spaces per court.                                                                                                                                                  |
| 5.                      | Swimming pools                                                                          | 1 space per 50 square feet of surface water area.                                                                                                                    |
| 6.                      | Basketball and volleyball                                                               | 6 spaces per court.                                                                                                                                                  |
| 7.                      | Golf                                                                                    | 7 spaces per green.                                                                                                                                                  |
| 8.                      | Indoor not previously mentioned                                                         | 1 space per 250 square feet of GFA.                                                                                                                                  |
| 9.                      | Outdoor not previously mentioned                                                        | 1 space per 2,500 square feet of land area.                                                                                                                          |

~~\* — GFA — Gross Floor Area.~~ 1. If a building has multiple commercial use spaces located on a single parcel, the parking minimum shall be based on the sum of their combined GFA.

### 23.54.030 Unspecified uses.

In those instances where this title does not specify a parking requirement for a specific use, the administrative official shall establish the minimum requirement on a case-by-case basis. The applicant may be required to provide sufficient information to demonstrate that the parking demand for a specific use will be satisfied, based upon existing uses similar to the proposed use and other relevant factors including but not limited to required parking for the proposed use as determined by other comparable jurisdictions and based on available planning and technical studies. The administrative official may require the applicant to have a parking study for the proposed use prepared by a professional consultant with expertise in preparing traffic and parking demand analyses.

### 23.54.040 Motorcycles.

Parking spaces for motorcycles shall be provided as follows:

A. All multiple-family developments and nonresidential uses listed in RMC 23.54.020 shall provide one motorcycle space for every 25 required or provided automobile spaces, with a minimum of one space.

B. Each motorcycle space shall be easily accessible and have adequate space for a standard size motorcycle.

C. Spaces shall be surfaced in accordance with RMC 23.54.110.

D. The normal automobile parking requirement may be reduced by one space for every three motorcycle spaces provided, up to a maximum reduction of five percent of the required spaces.

E. Motorcycle parking areas shall be clearly identified with appropriate striping.

### **23.54.050 Bicycles.**

Parking spaces for bicycles shall be provided as follows:

A. All commercial (office, retail, wholesale, warehousing), industrial, institutional, and recreational uses, except businesses whose main purpose is servicing automobiles, shall provide a minimum of five bicycle spaces, with an additional bicycle space for each 30 required or provided parking stalls. Schools shall provide five spaces per elementary and junior high classroom, and two spaces per high school classroom.

B. ~~Devices shall be provided to which bicycles can be securely locked.~~ A bicycle rack shall allow for the locking of the bicycle frame and one (1) wheel to the rack and shall support a bicycle in a stable position with a minimum of two points of contact to the bicycle frame and without damage to the wheels, frame, or components. Examples of racks that meet and do not meet this requirement are shown as Plates 1 and 2 at the end of this section.

C. Spaces shall be easily accessible, large enough to park a full sized 10-speed bicycle when other bicycles are present, have a durable and dust-free surface, graded and drained, and be maintained in a trash-free manner.

D. Spaces shall be adequately illuminated during normal hours of operation.

E. Required or provided bicycle parking spaces shall be located within 50 feet of the main entrance of a building, be well lit, and visible to pedestrians and bicyclists, excepting bicycle parking spaces associated with local, state, or federal government buildings, which shall be located as per that entity's security protocols.

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PLATE 1 – Examples of bike racks that meet the design requirements

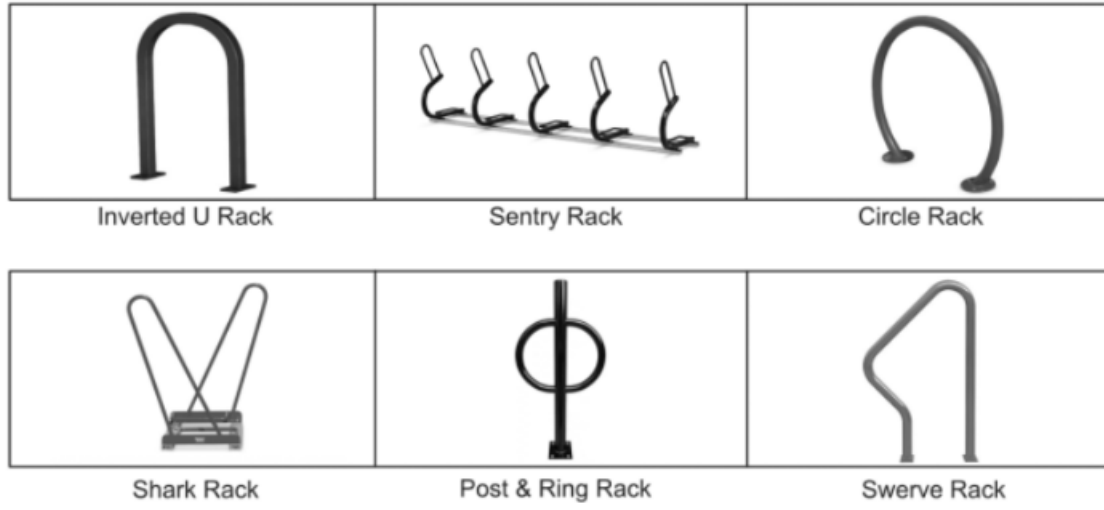
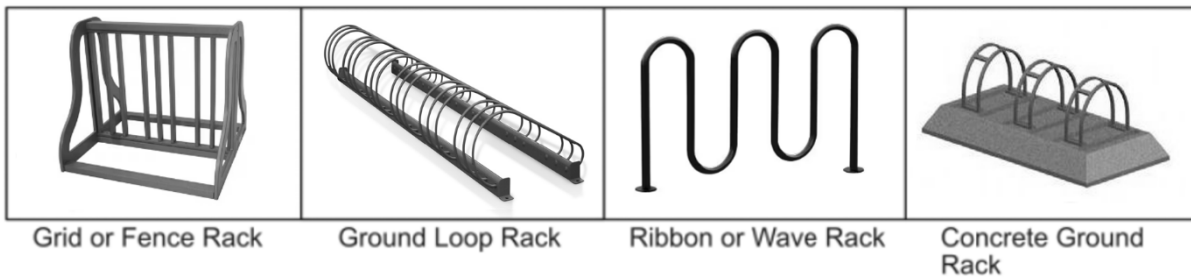


PLATE 2 – Examples of bike racks that do not meet the design requirements



**23.54.055 Compact car spaces.**

Any parking lot of four or more spaces may have 25 percent of the required or provided spaces marked for compact cars. Compact ~~car spaces for commercial developments must be no less than nine feet wide and 15 feet long. Multifamily development compact~~ car spaces ~~must~~ shall be no less than ~~be~~ seven and one-half feet wide and 15 feet long. In addition to the dimensional standards of this section, all compact car spaces ~~must~~ shall have adequate back-up space to efficiently and safely negotiate the parking area.

**23.54.060 Mixed occupancies.**

In the case of mixed uses, the total requirements for off-street parking facilities shall be the sum of the requirements for the various uses computed separately; provided, however, that the ground level nonresidential space in mixed-use buildings has no minimum parking requirement. Off-street parking facilities for one use shall not be considered as providing required facilities for any other use except as hereinafter specified for a joint use.

**23.54.070 Joint use of parking facilities – Continuance assured.**

Two or more properties may jointly use a common parking facility, provided said facility is jointly owned or otherwise secured by easement or other sufficient legal document that assures continuance of the joint use of said facility.

#### **23.54.080 Joint use of parking facilities – Spaces required.**

For joint use of parking facilities, the total number of required spaces may be reduced by ~~10~~ 25 percent. ~~The number may be reduced by a total of 25 percent with the approval of the board of adjustment.~~ Under the following circumstances, further reduction may be made:

A. No more than 50 percent of the parking spaces required or provided for a theater, church, bowling alley, dance hall, bar, restaurant, or other enterprise which is primarily a nighttime or Sunday use may be supplied by the off-street parking spaces allocable to certain other types of uses specified under RMC 23.54.020.

B. No more than 50 percent of the parking spaces required or provided for a bank, business office, retail store, personal service shop, household equipment or furniture shop, or other enterprise which is primarily a daytime and non-Sunday use may be supplied by the off-street parking spaces allocable to certain nighttime or Sunday uses.

Application to the board of adjustment for more than 10 percent reduction shall be by letter, stating the reasons for the request.

#### **23.54.090 Location of parking spaces.**

Required or provided off-street parking spaces shall be located as follows:

A. For any type of dwelling: on the same lot with the building to be served.

B. For any other use except one served by an approved joint-use parking facility: on the same lot with, or not more than ~~300~~ 500 feet from, the building or use to be served.

C. For a use served by an approved joint-use parking facility: on the same lot with, or not more than 800 feet from, the building or use to be served.

D. For a planned shopping center: in the location or locations contemplated by the general overall layout scheme for said center at ultimate development (e.g., peripheral parking).

#### **23.54.100 Spaces lost for access.**

In situations where parking spaces attributed to one use become the official means of access to another use, the latter use shall, as a condition of site or building plan approval, provide a number of spaces equal to the number rendered unusable. Such spaces shall be in addition to the number required for the new use, and the allocation shall be documented in a manner satisfactory to the administrative official.

#### **23.54.110 Improvement of parking spaces.**

Any parking facility for four or more vehicles shall be improved in accordance with the following requirements:

A. Off-street parking facilities, including but not limited to a parking, loading, circulation area, aisle, or driveway, shall be surfaced with Portland cement, asphaltic concrete, or other approved hard surface in order to provide a ~~durable and~~ dust-free parking surface; ~~and~~ shall be graded and drained so as to dispose of surface water to the satisfaction of the city engineer; ~~and~~ shall be maintained in good condition free of weeds, dust, trash, and debris. Applicants are encouraged to consider use of permeable surfaces as a means to reducing storm water runoff. Hard surface

materials other than concrete and asphalt may be permitted and are subject to additional review and prior approval by the Zoning Administrator. ~~Nonemployee parking areas shall be paved and all such spaces shall be delineated by striping as shown in attached Plate 3 which is set forth at the end of this section.~~

B. Off-street parking spaces may consist of a grass block paver, grasscrete, or turf stone surface. Existence of legally nonconforming gravel surfacing in existing designated parking spaces may not be a reason for prohibiting utilization of existing parking spaces to meet minimum parking space requirements, up to a maximum of six (6) parking spaces.

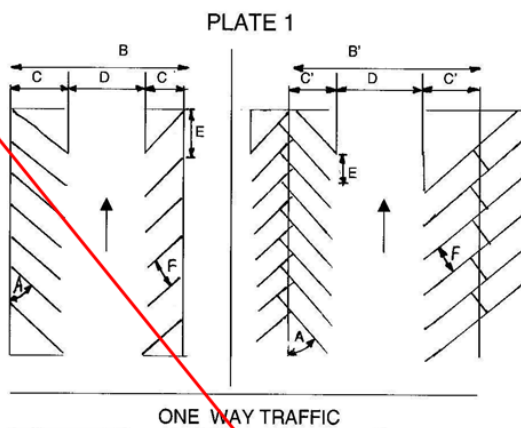
~~B. C.~~ Any lighting used to illuminate any off-street parking facility shall be so arranged as to reflect light away from any residential adjoining premises.

~~C. D.~~ No more than two feet six inches of overhang beyond a wheel stop may be counted as part of a parking space. Said overhang shall not interfere with landscaping or decrease the clear width of a sidewalk to less than four feet by its encroachment.

~~D. E.~~ Off-street parking area layout and dimensions shall be not less than as shown by Plates 1, and 2, ~~and 3, which are~~ set forth at the end of this section. Exits and entrances shall be approved by the Zoning Administrator. ~~administrative official.~~

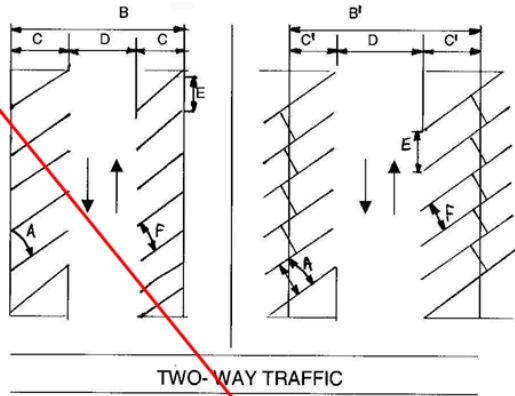
~~E. F.~~ Except for parking spaces or other vehicle use areas under, on, or within buildings, and areas serving single-family and two-family uses, off-street parking facilities shall be landscaped in accordance with RMC 23.54.140.

*This space intentionally left blank.*



| A<br>Parking<br>Angle<br>(Degrees) | B<br>Parking<br>Section<br>Width | C<br>Parking<br>Bank<br>Width | D<br>Traffic<br>Aisle<br>Width | E<br>Curb<br>Length<br>Per Car | F<br>Car<br>Stall<br>Width | B1<br>Parking<br>Section<br>Width | C1<br>Parking<br>Bank<br>Width |
|------------------------------------|----------------------------------|-------------------------------|--------------------------------|--------------------------------|----------------------------|-----------------------------------|--------------------------------|
| 0                                  | 30'                              | 9'                            | 12'                            | 20'                            | 9'                         | 30'                               | 9'                             |
| 35                                 | 49.6'                            | 18.8'                         | 12'                            | 15.8'                          | 9'                         | 42.4'                             | 15.2'                          |
| 40                                 | 51.2'                            | 19.6'                         | 12'                            | 14.1'                          | 9'                         | 44.6'                             | 16.3'                          |
| 45                                 | 53.2'                            | 20.6'                         | 12'                            | 12.7'                          | 9'                         | 46.6'                             | 17.3'                          |
| 50                                 | 54.6'                            | 21.3'                         | 12'                            | 11.7'                          | 9'                         | 48.4'                             | 18.2'                          |
| 55                                 | 56.2'                            | 21.6'                         | 13'                            | 10.9'                          | 9'                         | 51'                               | 19.0'                          |
| 60                                 | 58.8'                            | 21.9'                         | 15'                            | 10.4'                          | 9'                         | 54.2'                             | 19.6'                          |
| 65                                 | 61.0'                            | 22'                           | 17'                            | 9.9'                           | 9'                         | 57'                               | 20.0'                          |
| 70                                 | 62.8'                            | 21.9'                         | 19'                            | 9.6'                           | 9'                         | 59.6'                             | 20.3'                          |
| 90                                 | 64.0'                            | 20.0                          | 24'                            | 9.0'                           | 9'                         | --                                | --                             |

PLATE 2



| A  | B     | C     | D   | E     | F  | B1    | C1    |
|----|-------|-------|-----|-------|----|-------|-------|
| 0  | 38'   | 9'    | 20' | 20'   | 9' | 38'   | 9'    |
| 35 | 57.6' | 18.8' | 20' | 15.8' | 9' | 50.4' | 15.2' |
| 40 | 59.2' | 19.6' | 20' | 14.1' | 9' | 52.6' | 16.3' |
| 45 | 61.2' | 20.6' | 20' | 12.7' | 9' | 54.6' | 17.3' |
| 50 | 62.6' | 21.3' | 20' | 11.7' | 9' | 56.4' | 18.2' |
| 55 | 63.2' | 21.6' | 20' | 10.9' | 9' | 58'   | 19.0' |
| 60 | 63.8' | 21.9' | 20' | 10.4' | 9' | 59.2' | 19.6' |
| 65 | 64.0' | 22'   | 20' | 9.9'  | 9' | 60'   | 20.0' |
| 70 | 63.8' | 21.9' | 20' | 9.6'  | 9' | 60.6' | 20.3' |
| 90 | 64.0' | 20.0  | 24' | 9.0'  | 9' | --    | --    |



PLATE 3

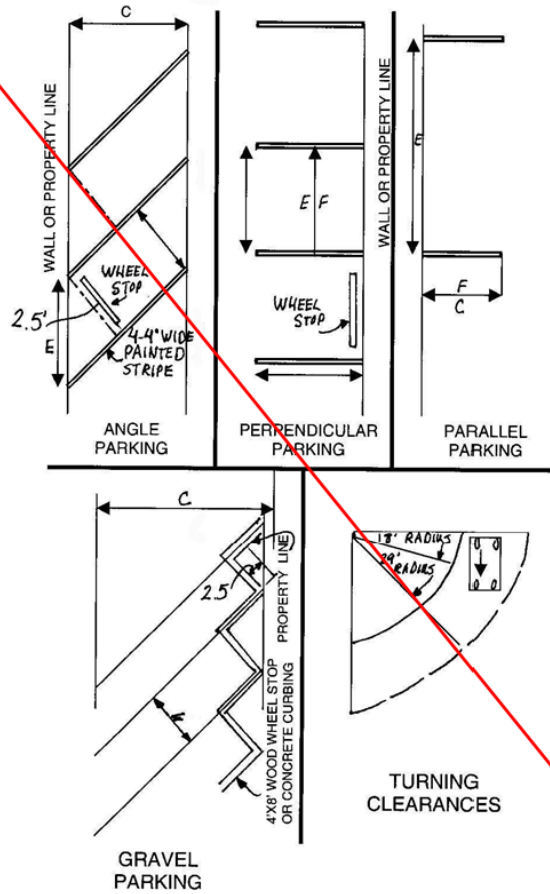
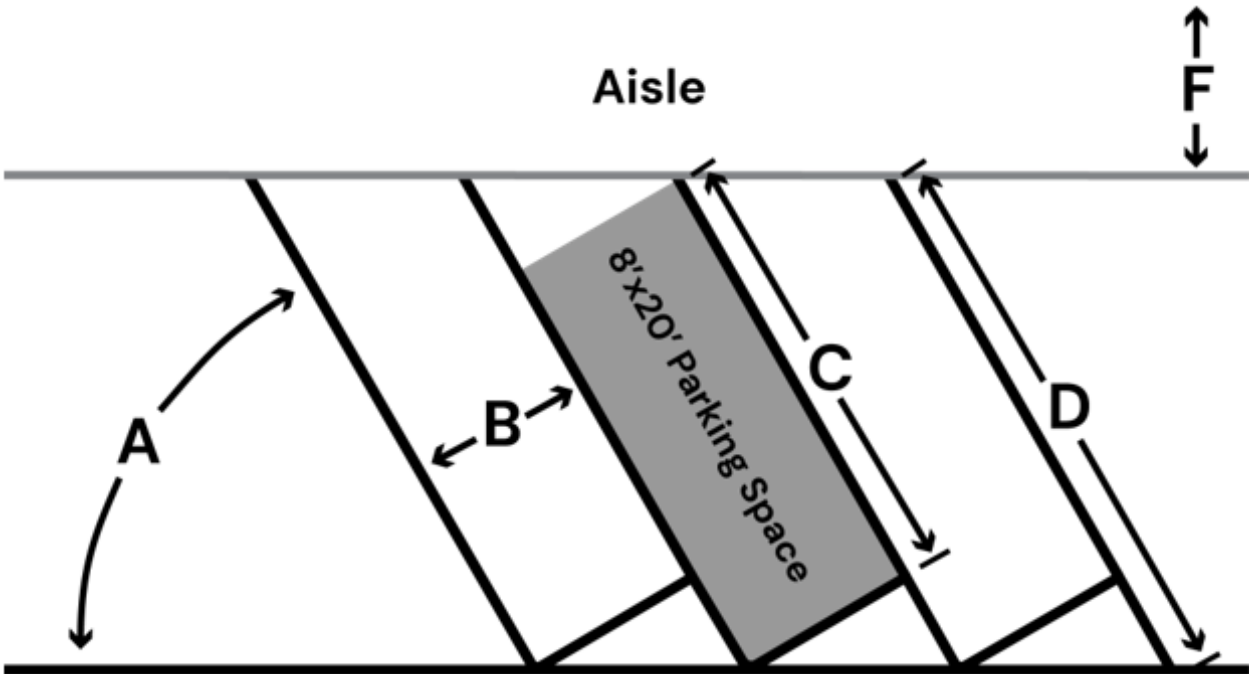
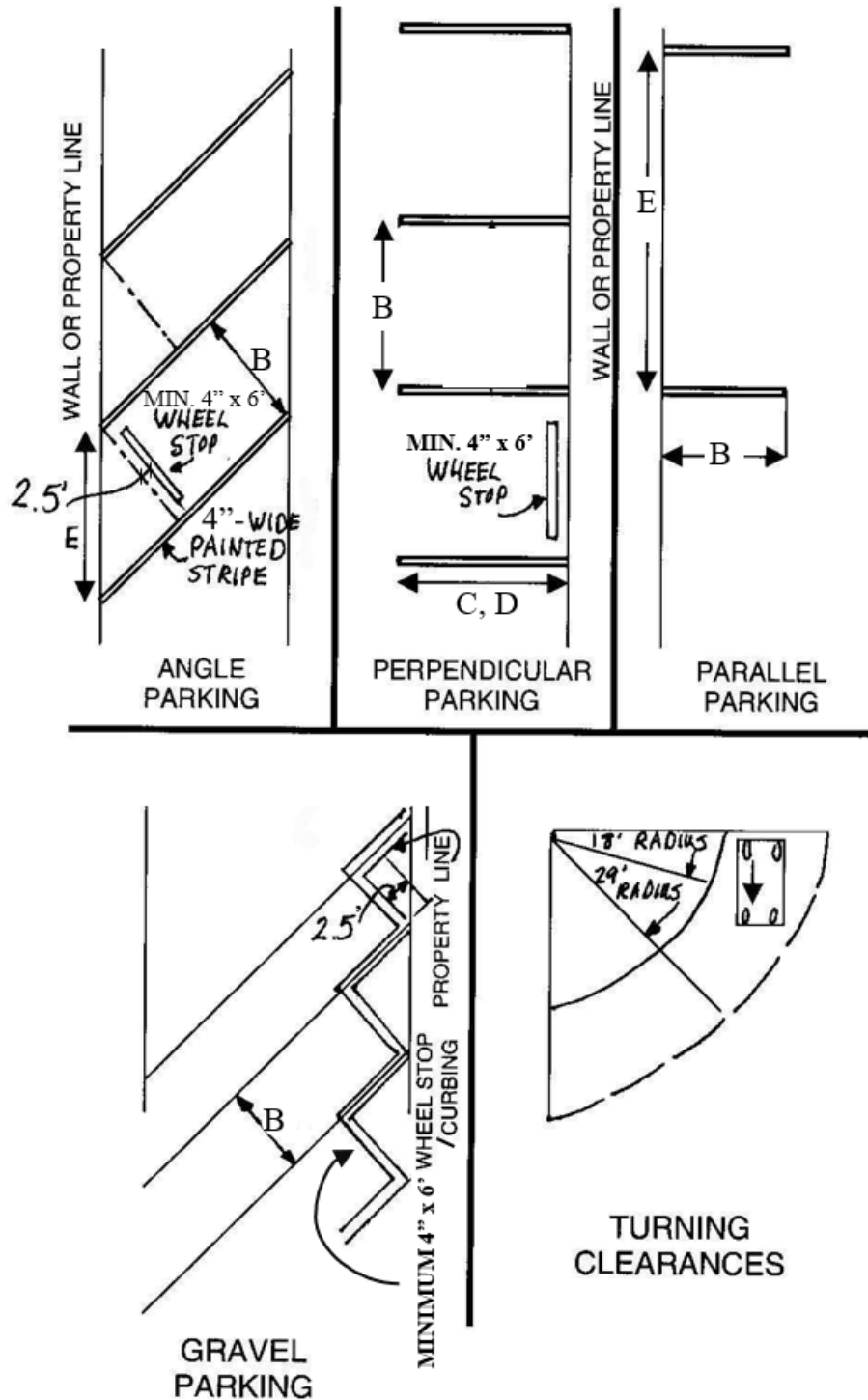


PLATE 1



| A<br>Parking Angle<br>(Degrees) | B<br>Space<br>Width<br>(Feet) | C<br>Space<br>Length<br>(Feet) | D<br>Total Length<br>(Feet) | E<br>Curb Width<br>(Feet) | F<br>Aisle Width<br>(Feet) |                    |
|---------------------------------|-------------------------------|--------------------------------|-----------------------------|---------------------------|----------------------------|--------------------|
|                                 |                               |                                |                             |                           | One-Way<br>Traffic         | Two-Way<br>Traffic |
| 90                              | 8                             | 20                             | 20                          | 8                         | 24                         | 24                 |
| 60                              | 8                             | 20                             | 24.5                        | 9.25                      | 17                         | 20                 |
| 45                              | 8                             | 20                             | 28                          | 11.25                     | 12                         | 20                 |
| 30                              | 8                             | 20                             | 34                          | 16                        | 12                         | 20                 |
| 0                               | 8                             | 20                             | N/A                         | 23                        | 12                         | 20                 |

## PLATE 2



### 23.54.115 Tandem parking.

Tandem parking spaces shall count towards meeting minimum parking requirements for residential uses when the minimum and maximum size of the tandem parking space is 20 feet long per space, and 40 feet long for two spaces.

#### **23.54.120 Layout plan.**

Prior to the issuance of a permit for any commercial, multiple-family, industrial, public or semipublic building or use, an [engineered plan prepared by a licensed civil engineer or licensed architect](#) showing the proposed and existing building or buildings; the layout, dimension and number of parking spaces; and any required landscaping of the lot area, including that required for an off-street parking facility; shall be submitted to and approved by the ~~administrative official~~ [Public Works Director and Zoning Administrator](#).

Any landscape plan submitted pursuant to this section shall be in conformance with the requirements of RMC 23.54.140 [and shall be prepared by a licensed architect or licensed landscape architect](#). Said plans shall be drawn to scale, including dimensions and distances, and shall clearly delineate the existing and proposed parking spaces, other vehicle use areas, access aisles, driveways, irrigation systems (sprinklers or water outlet locations), and the name of each plant species (both specific and common name), the location, size and description (including the height and spread of crown at maturity of trees and shrubs) of all landscape materials to be installed or, if existing, to be maintained in accordance with the requirements of RMC 23.54.140. [Said plans shall be submitted to and approved by the Zoning Administrator](#).

#### **23.54.130 Loading and unloading.**

On every lot in a commercial or industrial district, and on every lot in any district on which is conducted any hotel, public or semipublic use, there shall be provided space, either inside or outside a building, for the loading and unloading of goods and materials. Such space shall be not less than 10 feet in width, 25 feet in length, nor less than 15 feet in height when covered. Such space shall be provided with access to an alley or a street.

#### **23.54.140 Landscaping of parking facilities.**

The purpose of landscaping requirements for parking facilities is to protect and promote the public health, safety, and general welfare by reducing wind and air turbulence, heat and noise, and the glare of automobile lights; to act as a natural drainage system and ameliorate stormwater drainage problems; to reduce the level of carbon dioxide and return pure oxygen to the atmosphere; to prevent soil erosion; to provide shade; to conserve and stabilize property values and to otherwise facilitate the creation of a convenient, attractive and harmonious community; to relieve the blighted appearance of parking facilities; and to generally preserve and promote a healthful and pleasant environment.

A. Design Criteria. Landscape areas shall be located in such a manner as to divide and break up the large expanses of pavement; divide and define driveways, parking stalls and corridors; limit cross-taxiing; delineate and separate pedestrian and vehicular traffic and screen parking facilities from abutting properties. Planting areas and landscaping shall be reasonably dispersed throughout the parking lot with the interior dimensions of such areas being sufficient to protect the landscaping materials planted therein and to ensure proper growth. The primary landscaping materials used shall be trees, which provide shade or are capable of providing shade at maturity. Shrubbery, hedges and other planting materials shall be used to complement the tree landscaping, but shall not be the sole contribution to the landscaping. Effective use of earth berms and existing topography is encouraged as a component of the landscape plan. [Use of native shrub-steppe plantings for required landscaping is acceptable at trailheads or gravel parking areas located within or adjacent to identified shrub-steppe areas and will satisfy these design criteria if the resulting product satisfies Washington Department of Fish and Wildlife standards for Priority Habitat.](#)

B. Interior Coverage. A minimum of five percent of the interior of a parking facility shall be landscaped. Landscaping which is required for screening along the perimeter of any lot and border plantings adjacent to buildings upon which a parking lot abuts shall not be considered as part of the interior coverage requirements. Parking spaces abutting a perimeter for which landscaping is required by other requirements of this section shall not be considered as a part of the interior of the parking facility.

1. For off-street parking facilities providing 10 or fewer parking stalls as required by RMC 23.54.020, and in areas zoned for industrial use, the interior coverage requirements stated herein shall not apply.

2. Any interior landscape area shall contain a minimum of 50 square feet, shall have a minimum dimension of at least five feet, and shall include at least one tree with the remaining area adequately landscaped with shrubs, ground cover or other approved landscaping materials not to exceed three feet in height.

3. Trees shall number not less than one for each 100 square feet of required interior coverage.

C. Perimeter Coverage Adjacent to Abutting Properties. A minimum landscape strip of five feet in width shall be required along any side of a parking facility that abuts adjoining property that is not a public right-of-way when such facilities will not be entirely screened visually by an intervening building or structure; provided, that when such parking facility abuts and is designed in coordination with a parking facility on the adjoining property such landscape strip shall not be required abutting such adjoining parking facility; and provided further, that in areas zoned for industrial use, the perimeter coverage requirements stated herein shall not apply.

1. Perimeter landscape strip shall be planted or installed with a wall, hedge, or other durable landscape barrier to form a continuous screen between the parking facility and abutting property. The height of any such barrier shall be not less than three feet and no more than six feet.

2. Trees shall also be planted for each 40 linear feet and shall have at least 25 square feet of planting area.

3. Where a proposed parking facility abuts an existing hedge, wall or other durable landscape barrier on an abutting property, said existing barrier may be used to satisfy the landscape barrier requirements of this subsection; provided, that said existing barrier meets all applicable standards of this section.

D. Perimeter Coverage Adjacent to Public Right-of-Way. A minimum landscape strip of 10 feet in width shall be required along any side of a parking facility that abuts a public right-of-way, excluding dedicated alleys; provided, that in areas zoned for industrial use, the perimeter coverage requirements stated herein shall not apply.

1. Perimeter landscape strip shall be planted or installed with a wall, hedge, or other durable landscape barrier of at least three feet in height which shall be placed along the parking facility side of such landscape strip.

2. If such a durable barrier is of nonliving material, one shrub for each 10 linear feet shall be planted along the street side of such barrier; provided, that if the shrubs are of sufficient height at

the time of planting to be readily visible over the top of such barrier, they may be planted along the parking facility side of such barrier. The remainder of the landscape strip shall be landscaped with ground cover or other approved landscape treatment excluding pavement.

3. At least one shrub for each 50 square feet shall be provided.

4. Trees shall also be planted for each 30 linear feet or portion thereof and shall have at least 50 square feet of planting area.

5. No tree, as measured from its center, shall be located within 10 feet of a street light standard, or within five feet of a fire hydrant, a vehicular driveway, or a public sidewalk.

E. Landscaping Material. Landscaping materials used to achieve the design criteria in conformance with provisions of this section shall conform to the following standards:

1. Trees shall be species having an average mature spread of crown of greater than 15 feet and shall be a minimum of six to eight feet in height and have a diameter at breast height (dbh) caliper of at least one and one-half inches at planting. Diameter at breast height is measured at four and one-half feet from average grade within six feet of the tree trunk so as not to include mounding at the tree base. Trees having an average mature spread of crown less than 15 feet may be substituted by grouping the same so as to create the equivalent of a 15-foot crown spread. Tree species whose roots are known to cause damage to public roadways or other public works shall not be planted closer than 12 feet to such public works, unless the tree root system is completely contained within a barrier being a minimum of five feet deep and five feet wide.

2. Shrubs shall be a minimum of two feet in height when measured immediately after planting.

3. Hedges shall be planted and maintained so as to form a continuous, unbroken, solid, and visual screen within a maximum of two years after time of planting.

4. Vines shall be a minimum of 30 inches in height immediately after planting and may be used in conjunction with fences, screens or walls to meet physical barrier requirements as specified in this section.

5. Lawn grass shall be planted in species normally grown as permanent lawn in Benton County. Grass areas may be sodded, plugged, sprigged or seeded, except that solid sod shall be used in swales or other areas subject to erosion; and provided, that in areas where other than solid sod or grass seed is used, nurse grass seed shall be sown for immediate effect and protection until coverage is otherwise achieved.

6. Ground covers used in lieu of grass shall be planted or installed in such a manner as to present a finished appearance, and if of living material, shall complete coverage within 12 months after planting.

~~F. Coverage Transfer to Public Right of Way. For sites where landscaping coverage of a public right of way would comply with the general intent and standards of this section, the transfer of the area requirements, or a portion thereof, from within the property line to the public right of way may be approved by the city; provided, that the area measurement shall not be less than that required by, and shall comply with, all other design standards and requirements of this section;~~

~~and further provided, that a revocable permit for use of the right-of-way shall be secured from the city by the owner of the site by stipulating full financial responsibility for costs of movement, replacement and relocation should such permit be revoked by the city.~~

~~G. E. Driveway and Street Intersections. To ensure that landscape materials do not constitute a safety hazard, a vision clearance triangle (VCT) shall be provided at all intersections of public rights-of-way and driveways in accordance with public works requirements in Chapter 12.11 RMC. Within this VCT area unobstructed cross-visibility at a level between three feet and 10 feet shall be provided. However, trees having limbs or foliage trimmed, except during early growth stages, so as to not extend into the VCT area shall be allowed. Landscaping material shall not be located closer than four feet from the edge or top of the curb line or driveway apron, except for required ground cover. The VCT for said intersections shall be as follows:~~

~~1. At intersections of public rights-of-way the VCT shall be formed by measuring 20 feet along each property line from the intersection and connecting the end point of such lines formed by such measurement.~~

~~2. At intersections of driveways with public rights-of-way the VCT shall be formed by measuring 10 feet along the property line and the driveway apron or top of the curb lines and connecting the end point of such lines formed by such measurement.~~

~~H. G. Curbing. In order to protect the landscaping materials planted and to ensure proper growth, all planter areas shall be separated from contiguous property, including parking stalls, by curb stops. Such curb stops shall be of Portland cement or shall otherwise conform to Standard Specifications for Municipal Public Works Construction (APWA Standards), or shall be approved by the city engineer.~~

~~I. H. Installation. All landscaping shall be installed in a workmanlike manner and according to accepted good planting procedures. All elements of landscaping, exclusive of plant material other than hedges, shall be installed so as to meet all other applicable ordinances and code requirements.~~

~~J. I. Maintenance. The owner, tenant or duly authorized agent, if any, shall be responsible for the maintenance of all landscaping required pursuant to this section. Such landscaping shall be maintained in good condition so as to present a neat and orderly appearance; shall be kept free from refuse and debris; and living landscape material shall be kept alive and in a healthy condition. If an underground irrigation system is not provided, all landscaped areas shall be provided with a readily available water supply with at least one outlet located within 150 feet of all plant material to be maintained.~~

~~1. The ~~administrative official~~ Zoning Administrator shall inspect all landscaping and no certificates of occupancy or similar authorization will be issued unless the landscaping meets the requirements herein provided.~~

~~2. In those cases where landscaping cannot be safely installed due to the time of year without jeopardizing living landscape material, or for other good cause, a temporary certificate of occupancy may be issued for a period of six months; provided, that the property owner, lessee, or duly authorized agent shall furnish satisfactory assurances guaranteeing installation of the approved landscaping.~~



~~K. J.~~ J. Landscaping of Existing Lots. Any reconstruction of a building or structure or lot area, including off-street parking facility, consisting of increases of 50 percent or greater of the existing building lot area or parking facility shall be subject to the standards specified herein. In such cases, the existing parking facility, as well as any new facility, shall be improved in accordance with the standards stated herein; provided, that:

~~1. A sufficient period of time, but no longer than three years, shall be allowed to bring existing development into compliance with the standards stated herein.~~

~~2.~~ 1. In instances where existing parking spaces are used to achieve compliance, the parking facility shall be considered to comply with the parking standards and requirements of RMC 23.54.020; provided, however, that no more than 10 percent of the total number of required spaces may be removed for purposes of providing landscape areas.

~~3.~~ 2. No alteration of existing building nor acquisition of additional land to increase the lot area shall be required in order to bring the property into compliance with the landscaping requirements herein.

#### **23.54.150 Adjustments of landscaping standards.**

Where literal interpretation of the provisions of RMC 23.54.140 or special conditions or circumstances exist which would create a hardship in the development and/or maintenance of the landscaping, or where easements, pedestrian ways, trail systems, existing vegetation, continuity of design concepts within a zoning district, parking design, emergency vehicle access, or other matters of public design, safety or welfare would be promoted, the administrative official may adjust the provisions of RMC 23.54.140, provided it is determined that such an adjustment will not be contrary to the public interest and will be in keeping with and preserve the intent of RMC 23.54.140.

A. An application for adjustment of landscaping requirements shall be filed on forms prescribed by the city, executed and sworn to by the owner or tenant of the property concerned or by duly authorized agents. Such application shall clearly and in detail state what adjustment of requirements are being requested and the reasons such adjustments are warranted, and shall be accompanied with such supplementary data, such as sketches, surveys and statistical information as is deemed necessary to substantiate the adjustment.

B. Any decision of the administrative official, under this section, may be appealed by the applicant to the board of adjustment. Such an appeal shall be heard by the board of adjustment in accordance with RMC 23.70.070.

#### **23.54.160 Perimeter landscaping of industrial facilities.**

Plans for construction and development of new uses on parcels of land zoned industrial (I-M, and M-2) pursuant to the city's zoning ordinance shall include, along with other required plans, a landscaping plan that at a minimum sets forth landscape treatment adjacent to all public rights-of-way.

A. Landscape Plan Requirements. A landscaping plan, drawn to scale, shall include the following information:

1. Property boundaries;

2. Location of existing and proposed buildings and uses;
3. Driveway intersections with streets;
4. Location of plantings;
5. Common and scientific names of plantings;
6. Size and description of plantings, height and caliper at planting, and spread of crown at maturity for trees; and
7. Location of underground sprinklers.

B. Minimum Design Criteria. A landscape strip shall be located adjacent to all public rights-of-way in that portion of the parcel on which construction or development is proposed and shall meet the following minimum criteria:

1. The landscape strip shall be a minimum of 10 feet in width.
2. One tree is required for each 40 linear feet or portion thereof of the required landscape strip, and each tree shall have at least 50 square feet of planting area. Trees shall be planted in a balanced manner throughout the required landscape strip but are not required to be planted on 40-foot centers.
3. No tree, as measured from its center, shall be located within 10 feet of a street light standard, or within five feet of a fire hydrant, a vehicular driveway, or a public sidewalk.
4. In addition to the required trees, the entire landscape strip shall, at a minimum, include landscape cover of decorative rock, bark, or similar treatment. Vegetative cover of lawn, low-lying shrubs, or flowers are encouraged.
5. Landscape areas shall be provided with an underground irrigation system capable of sustaining the required trees and other planted vegetation. Low water consumptive landscape techniques are encouraged.

C. Landscaping Material. Landscaping materials used to achieve the design criteria set forth in this section shall conform to the following standards:

1. Trees shall be species having an average mature spread of crown of greater than 15 feet and shall be a minimum of eight feet overall height and a one-and-one-half-inch caliper immediately after planting. Trees having an average mature spread of crown less than 15 feet may be substituted by grouping the same so as to create the equivalent of a 15-foot crown spread. Tree species whose roots are known to cause damage to public roadways or other public works shall not be planted closer than 12 feet to such public works, unless the tree root system is installed within an approved root barrier.
2. Lawn grass shall be planted in species normally grown as permanent lawn in Benton County. Grass areas may be sodded, sprigged, or seeded, except that solid sod shall be used in swales or other areas subject to erosion.

D. Installation. All landscaping shall be installed in a workmanlike manner and according to accepted good planting procedures. Trees shall be staked on planting to avoid disturbance by wind and shall remain staked for a minimum of one year after planting.

~~E. Coverage Transfer to Public Right-of-Way. For sites where landscaping coverage of a public right-of-way would comply with the general intent and standards of this section, the transfer of the area requirements, or a portion thereof, from within the property line to the public right-of-way may be approved by the city; provided, that the area measurement shall not be less than that required by, and shall comply with, all other design standards and requirements of this section; and further provided, that a revocable permit for use of the right-of-way shall be secured from the city by the owner of the site by stipulating full financial responsibility for costs of movement, replacement, and relocation should such permit be revoked by the city.~~

~~F.~~ E. Driveway and Street Intersections. To ensure that landscape materials do not constitute a safety hazard, a vision clearance triangle (VCT) shall be provided at all intersections of public rights-of-way and driveways. Said VCT shall comply with all provisions of Chapter 12.11 RMC, Intersection Sight Distance.

~~G.~~ E. Maintenance. The owner, tenant, or duly authorized agent, if any, shall be responsible for the maintenance of all landscaping required pursuant to this section. Such landscaping shall be maintained in good condition so as to present a neat and orderly appearance; shall be kept free from refuse and debris; and living landscape material shall be kept alive and in a healthy condition. Landscaping shall at all times be maintained in a manner consistent with the vehicular sight distance requirements of subsection (F) of this section.

1. The administrative official shall inspect all landscaping and no certificates of occupancy or similar authorization will be issued unless the landscaping meets the requirements herein provided.

2. In those cases where landscaping cannot be installed due to the time of year without jeopardizing living landscape material, or for other good cause, a temporary certificate of occupancy may be issued for a period of six months; provided, that the property owner, lessee, or duly authorized agent shall furnish satisfactory assurances guaranteeing installation of the approved landscaping.

~~H.~~ G. Adjustment of Landscaping Standards. Adjustments from the specific requirements of this section shall be reviewed and approved in accordance with the provisions of RMC 23.54.150.

~~I.~~ H. Landscaping of Developed Industrial-Zoned Property. On developed industrially zoned properties whenever any structure(s) is altered, expanded or reconstructed in a manner which increases the total gross floor area of structure(s) located on the lot by 50 percent or more ~~over what existed on March 21, 1994~~, or whenever a change of use occurs to an existing structure or facility which increases the required number of parking stalls by 50 percent or more over what was required of the prior use, landscaping of the lot shall be provided in accordance with the provisions of this subsection.

1. The square footage of landscaped area provided pursuant to this subsection shall be the same as would be required if a new facility were constructed on the parcel.

2. Landscaping shall be located on the property in accordance with provisions for new industrial facilities. In those instances where existing structures and/or pavement preclude the location of the

required landscaping adjacent to the street right-of-way as set forth for new facilities, landscaping shall be located on the lot in a manner that most closely meets the objectives of the landscaping requirements by providing an aesthetically appealing streetscape and providing for uniformity of appearance in the industrially zoned areas of the city.

3. No alteration of existing structures, acquisition of additional land, or removal of existing asphalt/concrete walks, drives or parking areas shall be required in order to bring the property into compliance with landscaping requirements herein.

~~J. A temporary exemption may be granted upon the filing and acceptance by the city of an application by any start-up business for a delay in installing required landscaping. This exemption may be granted up to, but shall not exceed, four years. The following information must be provided by the applicant to the administrative official, to demonstrate:~~

~~1. The business has no more than three years of business history;~~

~~2. No more than one corporation may be an investor in the start-up business and that corporation cannot own more than 10 percent of the start-up business; and~~

~~3. The landscape ordinance imposes a financial burden on the start-up business such that deferral of the required landscaping would increase the likelihood of the new business's success. Criteria to establish this hardship must be provided to the above designated personnel and approval of the exemption shall not be unreasonably withheld. The determination of city staff shall be final.~~

Section 4. The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this Ordinance, duly certified by the Clerk as a true copy.

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.

*This space intentionally left blank.*

**PASSED** by the City Council of the City of Richland, Washington, at a regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Date Published: \_\_\_\_\_

**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION  
STAFF REPORT TO THE PLANNING COMMISSION**

TO: PLANNING COMMISSION

PREPARED BY: MIKE STEVENS

FILE NO.: PLN-T4-2025-00003

MEETING DATE: DECEMBER 10, 2025

**GENERAL INFORMATION:**

APPLICANT: CITY OF RICHLAND  
REQUEST: TEXT AMENDMENT TO RICHLAND MUNICIPAL CODE (RMC) CHAPTERS 23.06 DEFINITIONS, 23.22 COMMERCIAL ZONING DISTRICTS, AND 23.54, OFF-STREET PARKING AND LANDSCAPING, TO BRING THE RMC INTO COMPLIANCE WITH 2025 WASHINGTON STATE SENATE BILL 5184, THE PARKING REFORM AND MODERNIZATION ACT, AND 2024 WASHINGTON STATE SENATE BILL 6015, AND TO REMOVE THE MINIMUM NUMBER OF OFF-STREET PARKING SPACES REQUIRED IN THE CENTRAL BUSINESS DISTRICT AND COLUMBIA POINT NORTH WATERFRONT DISTRICT.  
LOCATION: CITYWIDE

**REASON FOR REQUEST**

The amendment aims to bring the RMC into compliance with Washington State 2025 Engrossed Substitute Senate Bill 5184 (SB 5184), the Parking Reform and Modernization Act (See *Exhibit 9, Appendix C*) and 2024 Substitute Senate Bill 6015 (SB 6015) (*Exhibit 14*), as well as encourage compact development, the development/redevelopment of lots, in-fill development, and reduce developer costs by removing the cost associated with potentially excessive off-street private parking.

**TEXT CHANGE**

For the purposes of review, Staff has attached the following amended text of RMC Chapters 23.06, 23.22, and 23.54 with demonstrated changes inserted in blue and removed with ~~strikethrough~~. See *Exhibit 2* for the “draft” Ordinance.

**ANALYSIS**

The impetus for this code amendment began in December 2024 when the issue of parking within the downtown area was discussed at a city council meeting. Discussion carried forth over several months when it was ultimately determined that a parking study would be commissioned by the city. The city hired consulting firm Kimley-Horn to conduct a parking study in order to ascertain any recommended changes to the city parking code that could be achieved to facilitate additional development within Richland’s downtown area. Kimley-Horn conducted a parking study and held several online and in-person meetings with various city boards/commissions as well as stakeholders from the downtown area. Ultimately, Kimley-Horn provided the following recommendations to city council during their July 22, 2025 workshop:

1. Modify the existing parking code to meet the parking minimums set forth by SB 5184. SB 5184 which took effect on July 27, 2025. Titled 'The Parking Reform and Modernization Act,' removed completely, or capped, the minimum number of off-parking spaces cities and counties with populations of at least 30,000 people could mandate for a variety of land uses.
2. Abolish parking minimums in the Central Business District (CBD) and also incorporate SB 5184 modifications.
3. Abolish parking minimums city-wide. This option would require additional consideration (engagement) from stakeholders and citizens.

After discussion, the city council directed staff to prepare an ordinance that would remove parking minimums city-wide.

Off street parking minimums are increasingly seen as inefficient, contributing to higher housing costs, traffic congestion, and environmental degradation (urban heat island effect, increased storm water runoff, increased reliance on cars which increases greenhouse gas emissions, etc).

Abolishing mandatory parking minimums does not remove the need for parking and this amendment does not limit the amount of parking a developer may choose to provide. Rather, the amendment gives developers flexibility in the development of property to design a site to respond to the needs of a particular project/area instead of an arbitrary parking minimum.

On September 24, 2025 the Planning Commission conducted a public hearing on the proposed amendment to RMC Chapter 23.54 Off-Street Parking and Landscaping which proposed to remove all minimum number of off-street parking spaced city-wide.

A motion was approved directing city staff to come back with a revised ordinance that is specific to the CBD parking requirements and take into account concerns from commission members (*Exhibit 11*). In response to this motion Kimley-Horn drafted the Richland Parking Optimization Parking Memo on October 20, 2025 (*Exhibit 9*) and proposed revisions to RMC Chapters 23.03, 23.22, and 23.54 to comply with SB 5184 and SB 6015 while removing the requirement to provide a minimum number of off-street parking space in the CBD and the Columbia Point North Waterfront District.

Planning feels confident that the included Code provisions are compatible with state statutes and the Planning Commission's directive.

### SEPA

The proposal is subject to State Environmental Policy Act review. The City of Richland issued a SEPA Threshold Determination of Non-Significance (DNS), project file number PLN-T1-2025-00308, for the proposal on August 13, 2025 (*Exhibit 3*), and published the DNS in the Tri-City Herald on August 17, 2025 (*Exhibit 4*). No appeals of the City's SEPA DNS were received.

## PUBLIC NOTICE/ COMMENTS

Staff provided notice of the proposed amendment to local and state agencies via State Environmental Policy Act (SEPA), review on August 13, 2025 and to the public by publishing the Determination of Non-significance in the Tri-City Herald on August 17, 2025 (*Exhibit 4*) and on the city's website.

Staff provided notice to the Washington State Department of Commerce (Commerce) and other state agencies as required by RCW 36.70A on September 2, 2025 (*Exhibit 5*).

A Notice of Application and Public Hearing was provided to local and state agencies on September 2, 2025 and was published in the Tri-City Herald on September 7, 2025 (*Exhibit 7*) and on the city's official website.

The City received comments in response to the SEPA Determination of Non-significance from Bonneville Power Administration (BPA) stating they have no objection to the approval of the proposal, and a comment from Lora Rathbone, Richland resident, stating it is "a great idea to remove requirement (*sic*) for minimum number of parking spaces" (*Exhibit 6*).

The City received comments in response to the combined Notice of Application and Notice of Public Hearing from Francesca Maier, City of Richland Public Works, Commerce, and BPA (*Exhibit 12*).

The first public hearing was held September 24, 2025 by the Planning Commission. Public testimony was given at the meeting by Randy Slovic, Francesca Maier, and City Councilperson Kurt Maier all expressing support for the proposal to remove requiring minimum numbers of off-street parking spaces. Ms. Maier also recommended outdated/undersized bicycle parking standards be amended and that staff should review City of Spokane's ordinance. For a summary of their testimony please see Exhibit 11. Their entire testimony can be viewed at <https://richlandwa.new.swagit.com/videos/356636> at the 2 hour 26 minute, 2 hour 28 minute and 52 second, and 2 hour 32 minutes 5 second marks, respectively.

A public comment letter was received after the public hearing, on September 25, 2025, from Laila Krowiak, expressing support for market-based automobile parking and secure bicycle parking requirements (*Exhibit 13*).

The City of Richland Economic Development Committee (EDC), which is an advisory committee to the City Council, held a Special Meeting on December 1, 2025. The EDC approved a motion recommending that the City Council adopt the amendments to the RMC meeting the minimum requirements of SB 5184 only.

Notice of the December 10, 2025 Planning Commission Public Hearing was published in the Tri-City Herald on November 30, 2025 (*Exhibit 10*) and posted on the city's official website. Three (3) parties of record who provided testimony during the September 24, 2025 public hearing were also notified of the December 10, Public Hearing.

## FINDINGS OF FACT



1. The City of Richland proposes to amend RMC Chapters 23.06 Definitions, 23.22 Commercial Zoning Districts, and 23.54 Off-Street Parking and Landscaping.
2. The purpose of the ensuing Code Amendment is to bring the RMC in compliance with SB 5184, The Parking Reform and Modernization Act; SB 6015; and to encourage the development/redevelopment of lots; and reduce developer costs associated with development by removing the cost associated with providing off-street parking on property zoned Central Business District and property located in the Columbia Point North Waterfront zoning district.
3. Notice of the proposed amendment was provided to local and state agencies. Notice was also published in the Tri-Cities Herald, posted on the city's official website. Notice was provided to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A. (*See Exhibits 4, 7 and 10*)
4. The Washington State Department of Commerce received the 60-day Notice of Intent to Adopt Amendment and granted expedited review. *See Exhibit 5.*
5. The City issued a SEPA Threshold Determination of Non-Significance on August 13, 2025. No appeals of the DNS were received. *See Exhibit 3.*
6. An open-record public hearing was held by the Planning Commission on September 24, 2025.
7. The Planning Commission directed staff to amend the proposal so as to remove minimum parking requirements within the CBD and Columbia Point North Waterfront District and apply updated state requirements elsewhere within the city.
8. A special meeting was held by the EDC where the proposed amendments to RMC Chapters 23.06 Definitions, 23.22 Commercial Zoning Districts, and 23.54 Off-Street Parking and Landscaping were discussed and a motion approved recommending that the City Council adopt only the amendments to the RMC need to meet the minimum requirements of SB 5184.
9. Notice of the December 10, 2025 Planning Commission Public Hearing was published in the Tri-City Herald on November 30, 2025 (*Exhibit 10*) and posted on the city's official website. Three (3) parties of record who provided testimony during the September 24, 2025 public hearing were also notified of the December 10, Public Hearing.

#### CONCLUSIONS OF LAW

1. The Planning Commission has jurisdiction to hold an open record public hearing and issue a recommendation on the proposed municipal code amendment to the City Council per RMC 23.70.210.B.
2. The proposed code amendment is consistent with the goals and policies of the City's Comprehensive Plan.

#### STAFF RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (PLN-T4-2025-00003, dated December 10, 2025) and recommend to the City Council adoption of the proposed amendments to RMC Chapters 23.06 Definitions, 23.22 Commercial Zoning Districts, and 23.54, Off-Street Parking And Landscaping, as provided in the draft ordinance attached to this report (*Exhibit 2*).

### RECOMMENDED MOTION – PLANNING COMMISSION

“I move that the Planning Commission recommend approval of the proposed amendments to RMC Chapters 23.06, 23.22, and 23.54 as identified in the draft ordinance. This recommendation is based upon the listed Findings of Fact and Conclusions of Law.”

### EXHIBITS

1. Application Materials
2. Draft Ordinance
3. SEPA DNS, SEPA Checklist for file PLN-T1-2025-00308
4. SEPA DNS Affidavit of Publication
5. Department of Commerce Expedited Review
6. Public and Agency Comments in response to SEPA DNS published August 17, 2025
7. Notice of Application and Public Hearing published on September 7, 2025, and Affidavit of Publication
8. Staff Summary of Kimley Horn Parking Optimization Project Options
9. October 20, 2025 Parking Optimization Memo, without Exhibit A
10. Notice of Public Hearing published on November 30, 2025, and Affidavit of Publication
11. September 24, 2025 Planning Commission Meeting DRAFT Minutes
12. Public and Agency Comments in response to NOA/NOPH published September 7, 2025
13. Public Comment from Laila Krowiak September 25, 2025
14. 2024 Washington State Substitute Senate Bill 6015

**City of Richland**

625 Swift Blvd  
Richland WA 99352  
(509) 942-7794

# Plan Snapshot Report

|                                                                                       |                                   |                                  |
|---------------------------------------------------------------------------------------|-----------------------------------|----------------------------------|
| <b>Plan Type:</b> Type 4                                                              | <b>Plan #:</b> PLN-T4-2025-00003  | <b>App Date:</b> 08/26/2025      |
| <b>Work Class:</b> T4 - Municipal Code Text Amendment                                 | <b>District:</b> City of Richland | <b>Exp Date:</b> NOT AVAILABLE   |
| <b>Status:</b> In Review                                                              |                                   | <b>Completed:</b> NOT COMPLETED  |
| <b>Description:</b> Amendment to RMC Chapter 23.54 Off-Street Parking and Landscaping |                                   | <b>Approval<br/>Expire Date:</b> |

|                                                        |                 |              |
|--------------------------------------------------------|-----------------|--------------|
| <b>Parcel:</b>                                         | <b>Address:</b> | <b>Zone:</b> |
| Applicant<br>Richland City<br>Business: (509) 942-7390 |                 |              |

**Plan Custom Fields**

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                                                                                                                                                                                                                |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PreAppQuestionBox | Waived                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | CodeSection      | RMC Chapter 23.54<br>Off-Street Parking and<br>Landscaping                                                                                                                                                     | AmendmentSummary                 | Proposed amendment to<br>Richland Municipal Code<br>(RMC) Chapter 23.54<br>Off-Street Parking and<br>Landscaping. At a<br>minimum the proposal<br>would bring the RMC in<br>compliance with<br>Washington State SB<br>5184, The Parking Reform<br>and Modernization Act.<br>As proposed this<br>amendment will remove<br>all minimum requirements<br>for the number of<br>off-street parking spaces<br>within the City entirely. |
| AmendmentReason   | To bring the RMC in<br>compliance with<br>Washington State SB<br>5184; to encourage the<br>development/redevelopme<br>nt of lots (especially<br>traditionally small<br>commercial lots dating<br>from the early years of<br>post WWII development);<br>reduce costs associated<br>with development by<br>essentially removing the<br>cost associated with<br>providing parking;<br>increasing walkability by<br>not requiring off-street<br>parking that increases<br>pedestrian travel length<br>as they have to traverse<br>parking lots.. | CompPlanQuestion | A comprehensive plan<br>amendment is not<br>necessary to implement<br>the proposed amendment<br>as the proposed code<br>amendment is consistent<br>with applicable provisions<br>of the Comprehensive<br>Plan. | AmendmentSubstantial<br>Relation | Yes. This proposal would<br>bring the municipal code<br>into compliance with<br>Washington SB 5184.<br>Potentially reducing<br>upfront development<br>costs would lower the<br>cost of new residential<br>construction and<br>commercial construction<br>which would benefit<br>residents and potential<br>businesses/employers.                                                                                                 |

## Exhibit 2

### **WHEN RECORDED RETURN TO:**

Richland City Clerk's Office  
625 Swift Boulevard, MS-07  
Richland, WA 99352

### **ORDINANCE NO. 2025-23**

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTERS 23.06 DEFINITIONS; 23.22 COMMERCIAL ZONING DISTRICTS; AND 23.54 OFF-STREET PARKING AND LANDSCAPING OF THE RICHLAND MUNICIPAL CODE (RMC) TO BRING THE RMC INTO COMPLIANCE WITH 2025 WASHINGTON STATE SENATE BILL 5184, THE PARKING REFORM AND MODERNIZATION ACT, AND 2024 WASHINGTON STATE SENATE BILL 6015; AND TO ELIMINATE THE MINIMUM NUMBER OF OFF-STREET PARKING SPACES REQUIRED IN THE CENTRAL BUSINESS DISTRICT AND THE COLUMBIA POINT NORTH WATERFRONT DISTRICT.**

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

**WHEREAS**, during the 2025 regular legislative session, the Washington State Legislature passed Engrossed Substitute Senate Bill 5184 ("SB 5184"), known as the Parking Reform and Modernization Act, mandating new limits pertaining to minimum off-street parking for certain types of land uses in cities with populations in excess of 30,000; and

**WHEREAS**, the City is required to come into compliance with SB 5184; and

**WHEREAS**, in addition to changes necessary to comply with new state law, the City intends to exceed the new limits established by SB 5184 by eliminating the minimum number of off-street parking spaces required in the Central Business District and Columbia Point North Waterfront District; and

**WHEREAS**, exceeding the standards set forth in SB 5184 serves the City’s interests by implementing key policies of the City’s adopted Comprehensive Land Use Plan, lowering housing costs by reducing land development expenses associated with off-street parking, eliminating unnecessary regulation of citizens, and increasing the relevance of public transportation services; and

**WHEREAS**, cities with populations in excess of 50,000 must adopt the requirements of SB 5184 within 18 months of July 27, 2025; and

**WHEREAS**, during the 2024 regular legislative session, the Washington State Legislature passed Substitute Senate Bill 6015 (“SB 6015”), relating to minimum parking requirements for residential development; and

**WHEREAS**, cities planning under Chapter 36.70A RCW must implement SB 6015, whose effective date is June 6, 2024; and

**WHEREAS**, on September 24, 2025, the Richland Planning Commission conducted a public hearing to receive testimony on the proposed code amendment; and

**WHEREAS**, on December 10, 2025, the Richland Planning Commission conducted a second public hearing to receive testimony on the proposed code amendment; and

**WHEREAS**, on [Date], 2025, Richland City Council conducted a public hearing to receive testimony on the proposed code amendment.

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

Section 1. Chapter 23.06 of the Richland Municipal Code, entitled Definitions as first enacted by recodification occurring through Ordinance No. 28-05, and last amended by Ordinance No. 2022-19, is hereby amended as follows:

## **Chapter 23.06**

### **Definitions**

Sections:

- 23.06.010 Definitions – Introductory.
- 23.06.020 Accessory apartment unit.
- 23.06.025 Accessory dwelling unit.
- 23.06.027 Adult family home.
- 23.06.030 Adult use establishment.
- [23.06.033 Affordable housing.](#)

23.06.035 Agriculture.  
23.06.040 Airport commercial.  
23.06.045 Airport industrial.  
23.06.050 Alley.  
23.06.053 Amendment.  
23.06.055 Animal shelter.  
23.06.065 Apparel and accessory stores.  
23.06.070 Apartment.  
23.06.071 Apartment, studio.  
23.06.075 Arcade.  
23.06.080 Repealed.  
23.06.085 Art galleries.  
23.06.090 Assisted living facility.  
23.6.095 Auto parts sales.  
23.06.100 Automobile repair.  
23.06.105 Automobile service station.  
23.06.110 Automobile wrecking.  
23.06.115 Repealed.  
23.06.117 Basement.  
23.06.120 Bed and breakfast.  
23.06.125 Block front.  
23.06.130 Book, stationery and art supply store.  
23.06.135 Building.  
23.06.140 Building, accessory.  
23.06.145 Building, main.  
23.06.150 Building, hardware and garden supply store.  
23.06.155 Bus station.  
23.06.160 Bus terminal.  
23.06.165 Bus transfer station.  
23.06.170 Cafeteria.  
23.06.175 Car wash.  
23.06.180 Carport.  
23.06.185 Cemetery.  
23.06.190 Church.  
23.06.195 City officials and agencies.  
23.06.200 Cinema.  
23.06.205 Clinic.  
23.06.207 Clinic, school-based.  
23.06.210 Club or fraternal societies.  
23.06.215 Commercial recreation.  
[23.06.216 Commercial spaces.](#)  
23.06.217 Concessionaire.  
23.06.220 Convention center.

23.06.225 Contractors' offices and shops.  
23.06.230 Contractors' yards.  
23.06.235 Court.  
23.06.240 Cultural institution.  
23.06.245 Day care center.  
23.06.250 Delicatessen.  
23.06.255 Department store.  
23.06.260 Dependent recreational vehicle.  
23.06.265 Designated manufactured home.  
23.06.270 Development.  
23.06.275 District.  
23.06.280 Dormitories, fraternities and sororities.  
23.06.285 Drinking establishment.  
23.06.290 Drive-through.  
23.06.295 Drug store/pharmacy.  
23.06.300 Dwelling, one-family attached.  
23.06.305 Dwelling, one-family detached.  
23.06.310 Dwelling, two-family detached.  
23.06.315 Dwelling, multiple-family.  
23.06.320 Dwelling unit.  
23.06.325 Electronic equipment stores.  
23.06.327 Emergency housing.  
23.06.329 Emergency shelter.  
23.06.330 Essential public facilities.  
23.06.335 Equipment rental.  
23.06.340 Family.  
23.06.345 Family day care home.  
23.06.350 Farming of land.  
23.06.355 Fence.  
23.06.360 Financial institution.  
23.06.365 Repealed.  
23.06.370 Florist.  
[23.06.373 Food service establishment.](#)  
23.06.375 Food stores.  
23.06.380 Food wagon.  
23.06.385 Fuel station/mini-mart.  
23.06.390 Funeral establishment.  
23.06.395 Furniture, home furnishings, and appliance stores.  
23.06.400 General service businesses.  
23.06.405 Grade plane.  
23.06.410 Gross floor area.  
23.06.415 Guest room.  
23.06.420 Habitable floor.

23.06.425 Hazardous waste.  
23.06.430 Hazardous waste storage.  
23.06.435 Hazardous waste treatment.  
23.06.440 Hazardous waste treatment and storage facilities, off site.  
23.06.445 Hazardous waste treatment and storage facilities, on site.  
23.06.450 Hedge.  
23.06.455 Height of building.  
23.06.460 Hog farm.  
23.06.465 Home occupations.  
23.06.470 Health/fitness center.  
23.06.475 Health/fitness facility.  
23.06.477 Health spa.  
23.06.480 Repealed.  
23.06.485 Hospital.  
23.06.490 Hospital or clinic for large animals.  
23.06.495 Hospital or clinic for small animals.  
23.06.500 Hot tub.  
23.06.505 Hotel.  
23.06.510 House-banked card room.  
23.06.515 Junkyard.  
23.06.520 Kennel, commercial.  
23.06.525 Landscaping.  
23.06.530 Landscaping material sales.  
23.06.535 Large livestock farming.  
23.06.540 Lattice tower.  
23.06.545 Laundry, self-service.  
23.06.550 Laundry/dry cleaning, retail.  
23.06.552 Laundry/dry cleaning, neighborhood.  
23.06.555 Laundry/dry cleaning, commercial.  
23.06.560 Livestock feed lot.  
23.06.565 Lot.  
23.06.567 Lot area.  
23.06.570 Lot, corner.  
23.06.572 Lot, interior.  
23.06.575 Lot line, front.  
23.06.577 Lot line, rear.  
23.06.580 Lot line, side.  
23.06.582 Lot depth.  
23.06.584 Lot width.  
23.06.586 Repealed.  
23.06.587 Lumberyard.  
23.06.590 Macrofacility.  
23.06.595 Mailing services.



23.06.600 Manufactured home.  
23.06.605 Manufactured home lot, park, and stand.  
23.06.610 Manufacturing, general.  
23.06.615 Manufacturing, heavy.  
23.06.617 Manufacturing, light.  
23.06.620 Manufacturing use.  
23.06.625 Marinas.  
23.06.630 Marine equipment rentals.  
23.06.635 Marine gas sales.  
23.06.640 Master plan.  
23.06.645 Microbrewery.  
23.06.650 Repealed.  
23.06.655 Mini-warehouse.  
23.06.660 Mobile home.  
[23.06.663 Mobile vehicle food hub.](#)  
23.06.665 Monopole.  
23.06.670 Motel.  
23.06.675 Nursing home or rest home.  
23.06.680 Nursery, plant.  
23.06.685 Office – Corporate.  
23.06.687 Office – Consulting services.  
23.06.690 Office – General.  
23.06.695 Office – Research and development.  
23.06.700 Office supply store.  
23.06.705 Outdoor advertising sign.  
23.06.710 Outdoor advertising structure.  
23.06.715 Outdoor storage.  
23.06.720 Parking lot.  
23.06.725 Parking space, automobile (off street).  
23.06.728 Parking structure.  
[23.06.729 Parking, tandem.](#)  
23.06.730 Pasture.  
23.06.732 Patio.  
23.06.735 Pawn shop.  
23.06.740 Pen.  
23.06.742 Permanent supportive housing.  
23.06.745 Personal loan business.  
23.06.750 Personal services business.  
23.06.755 Pet shop and pet supply store.  
23.06.760 Photo processing, copying and printing services.  
23.06.765 Pool, private.  
23.06.770 Pool, public.  
23.06.775 Pool, semi-public.

23.06.777 Porch.  
23.06.780 Portable food vendor.  
23.06.785 Poultry farm.  
23.06.790 Public agency building.  
23.06.792 Public agency facility.  
23.06.795 Radio and television studio.  
23.06.797 Reclassification.  
23.06.800 Recreational club.  
23.06.802 Recreational vehicle.  
23.06.805 Recreational vehicle campground.  
23.06.807 Recreational vehicle park.  
23.06.809 Recreational vehicle space.  
23.06.810 Restaurant.  
23.06.817 Sales, retail.  
23.06.820 Sales, wholesale.  
23.06.825 Sanitary station or sanitary dumping station.  
23.06.830 School.  
23.06.832 School, alternative.  
23.06.833 School, commercial.  
23.06.834 School, trade.  
23.06.835 Secondhand/consignment store.  
23.06.840 Senior housing.  
23.06.845 Sensitive land uses.  
23.06.850 Small livestock farming.  
23.06.855 Specialty retail store.  
23.06.860 Specified anatomical areas.  
23.06.862 Specified sexual activities.  
23.06.865 Stable, private.  
23.06.867 Stable, public.  
23.06.870 Stock-in-trade.  
23.06.871 Storage container.  
23.06.875 Story.  
23.06.880 Street.  
23.06.885 Structure.  
23.06.888 Substantial damage.  
23.06.890 Substantial improvement.  
23.06.895 Theater.  
23.06.900 Towing, vehicle impound lots.  
23.06.901 Transitional housing.  
23.06.905 Travel trailer.  
23.06.910 Truck terminal.  
23.06.915 Use – Permitted.  
23.06.920 Use – Accessory (secondary).

- 23.06.925 Use – Nonconforming.
- 23.06.930 Use – Special.
- 23.06.935 Variance.
- 23.06.937 Vehicle-based food service.
- 23.06.940 Vehicle leasing and rentals.
- 23.06.945 Vehicle sales.
- 23.06.950 Video rental store.
- 23.06.955 Warehousing and wholesale trade.
- 23.06.960 Warehousing, storage and distribution.
- 23.06.965 Wholesale use.
- 23.06.970 Wineries – Production.
- 23.06.972 Wineries – Tasting room.
- 23.06.975 Yard.
- 23.06.980 Yard, front.
- 23.06.983 Yard, rear.
- 23.06.985 Yard, side.

### **23.06.010 Definitions – Introductory.**

For the purpose of this title, certain terms and words are defined in this chapter. When not inconsistent with the context, words used in the present tense shall include the future; the singular number shall include the plural, and the plural, the singular; the word “shall” is always mandatory and the word “may” denotes a use of discretion in making a decision. The words “used” or “occupied,” unless the context otherwise requires, shall be considered as though followed by the words “or intended, arranged or designed to be used or occupied.” [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

### **23.06.020 Accessory apartment unit.**

An “accessory apartment unit” is located within or adjacent to a detached one-family dwelling, located on the same lot and is a habitable living unit that provides the basic requirements of shelter, heating, cooking, and sanitation subject to the provisions of RMC 23.42.020. [Ord. 28-05 § 1.02; Ord. 05-13 § 1.01; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

### **23.06.025 Accessory dwelling unit.**

“Accessory dwelling unit” means a dwelling unit located within a building that contains a nonresidential main or primary use. Occupancy of accessory dwelling units is reserved for the manager or owner of the main or primary use of the building. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

### **23.06.027 Adult family home.**

“Adult family home” means a facility licensed pursuant to Chapter 70.128 RCW, or the regular family dwelling of a person or persons who are providing personal care, special care, and/or room and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

### **23.06.030 Adult use establishment.**

“Adult use establishment” means any adult motion picture theater, adult panoram establishment, adult retail establishment or live adult entertainment establishment, as defined herein, or any establishment which provides one or more of the activities listed herein.

A. “Adult motion picture theater” means any commercial establishment where films, motion pictures, video cassettes, computer images or other similar photographic reproductions depict specified sexual activities or specified anatomical areas to patrons for a payment of a fee, membership fee, or other charge.

B. Adult Panoram Establishment. “Adult panoram” means a commercial establishment where one or more motion picture projectors, slide projectors, computers or similar devices are used to show films, video cassettes, slides, or other forms of photographic reproductions depicting specified sexual activities or specified anatomical areas to patrons for a payment of a fee, membership fee, or other charge.

C. “Live adult entertainment establishment” means any commercial establishment featuring go-go dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers that emphasize specified anatomical areas and/or whose performances or other activities include or mimic specified sexual activities.

D. “Adult retail establishment” means any retail establishment which, for money or any other form of consideration, either:

1. Has as one of its principal purposes to sell, exchange, rent, loan, trade, transfer, and/or provide for viewing, off the premises, any adult-oriented merchandise, as defined in RMC 5.21.010; or
2. Provides, as its substantial stock-in-trade, for the sale, exchange, rental, loan, trade, transfer and/or viewing or use, off of the premises, any adult-oriented merchandise as defined in RMC 5.21.010. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

### **23.06.033 Affordable housing.**

“Affordable housing” means, unless the context clearly indicates otherwise, residential housing whose monthly costs, including utilities other than telephone, do not exceed 30 percent of the monthly income of a household whose income is:

1. For rental housing, 60 percent of the median household income adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development;
2. For owner-occupied housing, 80 percent of the median household income adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development.

**23.06.035 Agriculture.**

“Agriculture” means the tilling of the soil, the raising of crops, horticulture, floriculture, viticulture, apiculture, small livestock farming, dairying, livestock or animal husbandry, and sod farming, including all uses incidental thereto, including the sale of the agricultural products grown or raised upon the site. “Agriculture” excludes the following activities: hog farm, livestock feed lot, poultry farm, slaughterhouse, fertilizer works, bone yard, plant for the reduction or processing of animal matter, or similar manufacturing, processing, warehousing, storage, and related industrial and commercial activities whether or not dependent upon or closely allied to the agriculture industry. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.040 Airport commercial.**

“Airport commercial” means the retail sale of aviation-related products and services including aircraft service and rental, air passenger services, and air terminal activities including passenger ticketing, baggage, taxi service, car rental, restaurants, hotels and gift shops. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.045 Airport industrial.**

“Airport industrial” means research, design, fabrication and assembly of aircraft, aircraft parts, airfreight terminals and aviation-related products. This use also includes storage and wholesale trade of aviation-related products and air cargo operations and associated storage and processing. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.050 Alley.**

“Alley” means a passage or way open to public travel, affording generally a secondary means of vehicular access to abutting lots, but not intended for the general traffic circulation and including vehicular ways satisfying this definition but designated by some other name. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.053 Amendment.**

“Amendment” means a change to the text of the city’s zoning regulations. [Ord. 24-14 § 1.01; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.055 Animal shelter.**

“Animal shelter” means a service use maintained and operated primarily for the impounding, holding and/or disposal of lost, stray, unwanted, or injured animals. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.065 Apparel and accessory stores.**

“Apparel and accessory stores” means stores primarily engaged in selling new clothing, shoes, jewelry, and related articles for personal wear and adornment and stores that rent clothing such as costumes or formal wear. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.070 Apartment.**

“Apartment” means a room or suite of two or more rooms, which is designed for, intended for, or occupied by one family, with facilities for cooking therein. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.071 Apartment, studio.**

“Apartment, studio” means a self-contained, small apartment which combines living room, kitchenette and bedroom into a single room. [Ord. 55-15 § 1; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.075 Arcade.**

“Arcade” means a commercial establishment containing six or more video, pinball, pool tables or other games, or a business with more than one game per 500 square feet of gross floor area. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.080 Area of special flood hazard.**

*Repealed by Ord. 59-19.* [Ord. 28-05 § 1.02; amended during 2011 recodification].

**23.06.085 Art galleries.**

“Art galleries” means establishments or other private or public places intended primarily for art exhibitions where people may view and/or purchase paintings, sculptures, or other works. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.090 Assisted living facility.**

“Assisted living facility” means an establishment which provides living quarters and a variety of limited personal care and supportive health care to individuals who are unable to live independently due to infirmity of age, physical or mental handicap, but who do not need the skilled nursing care of a convalescent or nursing home. These facilities may consist of individual dwelling units of a barrier-free design, with separate bathroom facilities, a full kitchen or no kitchen. The facility may provide a minimal amount of supportive health care monitoring, such as assistance with medication, but is limited to health care services which do not require state or federal licensing. In addition, these facilities may have a communal dining area, recreation facilities (library, lounge, game room), laundry facilities and open space. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.095 Auto parts sales.**

“Auto parts sales” means a commercial establishment primarily engaged in the retail sale of new auto parts, automobile accessories and tools, where no automobile maintenance or repair services are provided. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.100 Automobile repair.**

“Automobile repair” means an establishment which provides major automobile repair, minor automobile repair or an automobile repair specialty shop as defined herein.

A. “Major automobile repair” means general repair, engine rebuilding, rebuilding or reconditioning of motor vehicles or trailers; collision service, including body, frame or fender straightening or repair; overall painting or paint shop or other major repair or maintenance, including operations which may require open flame or welding.

B. “Minor automobile repair” means minor repairs, replacement of minor parts to passenger automobiles and trucks not exceeding one and one-half tons capacity, including any auto lubrication services and engine tune-up services but specifically excluding operations specified under “automobile repair, major” and “automobile repair, specialty shop.”

C. “Automobile repair specialty shop” means a retail and service place of business engaged primarily in light repair and sale of goods and services for automotive vehicles including brakes, muffler and tire shops, and their accessory uses. Major automobile repair is excluded from this definition. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.105 Automobile service station.**

“Automobile service station” means a retail place of business for the servicing or fueling of motor vehicles, including tube and tire repairs, battery charging, storage of merchandise and supplies related to the servicing of motor vehicles, sale of gasoline and other fuel and lubricants, and minor motor vehicle repairs. Such use excludes items constituting “major automobile repair.” [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.110 Automobile wrecking.**

“Automobile wrecking” means the dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked vehicles or their parts. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.115 Base flood.**

*Repealed by Ord. 59-19.* [Ord. 28-05 § 1.02].

**23.06.117 Basement.**

“Basement” means any area of a building having its floor subgrade (below ground level) on all sides. [Ord. 28-05 § 1.02; Ord. 01-07; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.120 Bed and breakfast.**

“Bed and breakfast” means a one-family detached dwelling unit occupied by a resident owner/manager within which up to four rental bedrooms are made available for overnight accommodation. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.125 Block front.**

“Block front” means that property abutting on one side of a street and lying between the two nearest intersecting or intercepting streets or nearest intersecting or intercepting streets and railroad right-of-way, waterway, or subdivided acreage. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.130 Book, stationery and art supply store.**

“Book, stationery and art supply store” means an establishment engaged in the retail sale of books and magazines, stationery, CDs, record and tapes, video and art supplies. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.135 Building.**

“Building” means any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of any person, animal, or chattel. When any portion thereof is completely separated from every other portion thereof by a masonry division or fire wall without any window, door or other opening therein, which wall extends from the ground to the upper surface of the roof at every point, then each such portion shall be deemed to be a separate building. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.140 Building, accessory.**

“Building, accessory” means a detached subordinate building, the use of which is necessary and incidental to that of a main building on the same lot, and which does not change or alter the character of the premises. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.145 Building, main.**

“Building, main” means a building in which is conducted the principal use of the lot on which it is situated. In any residential district, any dwelling shall be deemed to be a main building on the lot on which the same is situated. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.150 Building, hardware and garden supply store.**

“Building, hardware and garden supply store” means an establishment engaged in selling lumber and other building materials such as paint, glass, wallpaper, tools, seeds, and fertilizer. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.155 Bus station.**

“Bus station” means an establishment for the storage, dispatch, repair and maintenance of coaches and other vehicles of a public transit system. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.160 Bus terminal.**

“Bus terminal” means an establishment that sells tickets, provides scheduling information and serves as a point of arrival and departure for an inter-city bus line. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.165 Bus transfer station.**

“Bus transfer station” means land in a centralized location used by a municipal bus service as a point of departure for multiple bus routes and where bus passengers transfer from one bus to another. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].



**23.06.170 Cafeteria.**

“Cafeteria” means an enclosed building or portion thereof used for the preparation, sale, and consumption of food and beverages. Typically, food services offered in a cafeteria are provided as an accessory use to employees or other groups of people and are not generally offered to the general public. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.175 Car wash.**

“Car wash” means a facility designed for the cleaning of automobiles, of which there are two types:

A. “Car wash, automatic” means a tunnel-like structure through which cars are pulled or driven and in which high-pressure sprays and brushes clean, dry and may wax vehicles.

B. “Car wash, self-service” means a coin-actuated, self-service washing system enclosed in a walled bay, open front and rear, of not less than eight feet in height. The pumps, water heaters and like equipment are completely housed. Additional facilities may include drying material dispensers and vacuum cleaners. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.180 Carport.**

“Carport” means a covered space for the housing primarily of motor vehicles and enclosed on no more than two sides by walls, screens, cabinets, or other type of enclosures. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.185 Cemetery.**

“Cemetery” means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes including columbariums, crematoriums, mausoleums, and funeral establishments, when operated in conjunction with and within the boundary of such cemetery. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.190 Church.**

“Church” means a structure, group of structures, or portion thereof which is utilized for the purpose of conducting religious worship, services or ceremonies. A church may contain facilities such as a sanctuary or chapel, assembly rooms, offices, kitchen, parsonage, or multi-purpose facilities. Graded educational facilities, dwelling units except parsonages, day care facilities, and facilities for the training of religious orders shall not be considered incidental to church usage, but may be allowed subject to other provisions of this title. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.195 City officials and agencies.**

The word “city” means the city of Richland in Benton County, Washington; the term “city council” means the city council of said city; the terms “planning commission” or “physical planning commission” or “commission” mean the planning commission of the city; the term “board” or “board of adjustment” means the board of adjustment of the city; the term “administrative official” or “city planner” means such person as the city manager shall designate

to administer and enforce this title. [Ord. 28-05 § 1.02; amended during 2011 recodification; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.200 Cinema.**

“Cinema” means a motion picture theater. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.205 Clinic.**

“Clinic” means a building or portion of a building containing offices for providing medical, dental, psychiatric or chiropractic services for outpatients only. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.207 Clinic, school-based.**

“Clinic, school-based” means a building or portion of a building, co-located on a school campus, containing offices for providing limited outpatient medical services to children and their families within the respective school district, as well as to district staff and faculty. Such facilities are operated by independent healthcare organizations. [Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.210 Club or fraternal societies.**

“Club” or “fraternal societies” means an association of persons (whether or not incorporated) organized for some common nonprofit purpose, but not including a group organized primarily to render a service customarily carried on as a business. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.215 Commercial recreation.**

“Commercial recreation” means establishments engaged in providing amusement or entertainment for a fee or admission charge. There are two categories of commercial recreation:

A. Indoor Commercial Recreation. Including but not limited to such activities as dance halls, bowling alleys, billiard and pool establishments, skating rinks, indoor batting cages and miniature golf.

B. Outdoor Commercial Recreation. Including but not limited to such activities as outdoor batting cages, arenas, golf courses, putting courses, outdoor miniature golf, amusement parks, riding academies, carnival operations, expositions, and marinas. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.216 Commercial spaces.**

"Commercial spaces" means commercial use for nonresidential business purposes, including retail, office, wholesale, general merchandise, and food services.

**23.06.217 Concessionaire.**

“Concessionaire,” for the purposes of this title, means and includes any person, firm, or corporation involved in any activity involving the sale of any goods or services, whether conducted for profit or not, on any property located within the PPF – parks and public facilities

district. Any concession activity shall be clearly incidental to and supportive of an established primary permitted use in the underlying zoning district. [Ord. 28-05 § 1.02; Ord. 13-08; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.220 Convention center.**

“Convention center” means a building or area designated to accommodate large groups of people usually for social occasions, or the exchange of information related to professional or commercial activity. Such a facility typically contains various large assembly halls, conference rooms, and food service facilities. [Ord. 28-05 § 1.02; Ord. 32-11 § 1; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.225 Contractors’ offices and shops.**

“Contractors’ offices and shops” means a combination of uses in a single building or lot that includes the assembly, storage and/or manufacture of products typically used in building construction such as cabinetry, heating/cooling systems, plumbing and mechanical systems together with administrative offices. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.230 Contractors’ yards.**

“Contractors’ yards” means the portion of a lot outside of a contractor’s office and shop that is used for the outdoor storage of vehicles, equipment and supplies. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.235 Court.**

“Court” means an open, unoccupied space, other than a yard, on the same lot with a building or group of buildings, which is bounded on two or more sides by such building or buildings. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.240 Cultural institution.**

“Cultural institution” means establishments such as museums, art galleries, and botanical and zoological gardens of historic, educational or cultural interests which are not operated for profit. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.245 Day care center.**

“Day care center” means a licensed facility, other than a family day care home, providing regularly scheduled care for a group of children for periods less than 24 hours. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.250 Delicatessen.**

“Delicatessen” means retail food stores selling ready-to-eat food products such as cooked meats, prepared salads or seafood, health food or other specialty food items. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.255 Department store.**

“Department store” means a large retail store arranged into departments for the sale of a variety of consumer goods. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.260 Dependent recreational vehicle.**

“Dependent recreational vehicle” means a recreational vehicle which does not contain water or sewage disposal facilities. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.265 Designated manufactured home.**

“Designated manufactured home” means a manufactured home which:

A. Is comprised of at least two fully enclosed parallel sections each not less than 12 feet wide by 36 feet long;

B. Was originally constructed with and now has a composition or wood shake or shingle, coated metal, or similar roof of not less than 3:12 pitch; and

C. Has exterior siding similar in appearance to siding materials commonly used on conventional site-built International Building Code single-family residences. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.270 Development.**

“Development” means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials, but not including any open wire fences in any F district. [Ord. 28-05 § 1.02; Ord. 01-07; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.275 District.**

“District” means a portion of the city within which certain uses of land and buildings are permitted, and certain other uses of land and buildings are prohibited, or within which certain yards and other open spaces are required, or within which certain lot areas are established, or within which certain height limits are required for buildings, or within which a combination of such aforesaid regulations are applied, all as set forth and specified in this title, or any of the districts with which any combining regulations are combined. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.280 Dormitories, fraternities and sororities.**

“Dormitories,” “fraternities” and “sororities” mean a building occupied by and maintained exclusively for students affiliated with an academic or professional college or university, or other recognized institution of higher learning. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.285 Drinking establishment.**

“Drinking establishment” means a business primarily engaged in the retail sale of alcoholic beverages for consumption on the premises, including nightclubs, bars, cocktail lounges, and taverns. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.290 Drive-through.**

“Drive-through” means a facility which, by its design, allows people to receive goods and/or services while remaining in their automobiles. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.295 Drug store/pharmacy.**

“Drug store/pharmacy” means an establishment engaged in the retail sale of prescription drugs, nonprescription medicines, cosmetics, vitamins, first-aid supplies, and other health-related products. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.300 Dwelling, one-family attached.**

“Dwelling, one-family attached” means a building designed for or containing one dwelling unit, which is attached on one or both sides with a common wall/zero lot line wall to one or more buildings of the same type. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.305 Dwelling, one-family detached.**

“Dwelling, one-family detached” means a detached building designed for or containing one dwelling unit, which may include an accessory apartment subject to the provisions of the zoning districts and RMC 23.42.020. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.310 Dwelling, two-family detached.**

“Dwelling, two-family detached” means a detached building designed for or containing two independent dwelling units. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.315 Dwelling, multiple-family.**

“Dwelling, multiple-family” means a building or portion thereof designed for or containing three or more independent dwelling units. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.320 Dwelling unit.**

“Dwelling unit” means a building or portion thereof providing complete housekeeping facilities for one family, which may include an accessory apartment unit subject to the provisions of the zoning districts and RMC 23.42.020. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.325 Electronic equipment stores.**

“Electronic equipment stores” means establishments engaged in the retail sale of a variety of electronic equipment including computers, televisions, stereos, and cameras. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.327 Emergency housing.**

“Emergency housing” means temporary indoor accommodations for individuals or families who are experiencing homelessness or at imminent risk of becoming homeless that are intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement. [Ord. 2022-19 § 1].

**23.06.329 Emergency shelter.**

“Emergency shelter” means a facility that provides a temporary shelter for individuals or families who are currently experiencing homelessness. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations. [Ord. 2022-19 § 1].

**23.06.330 Essential public facilities.**

“Essential public facilities” means a facility, conveyance or site whose services are provided by a governmental agency, a private or nonprofit organization under contract to or with substantial funding from government agencies, or a private organization subject to public service obligations, which is necessary to adequately provide a public service and which is typically hard to site. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.335 Equipment rental.**

“Equipment rental” means the use of a building or land for the purpose of providing tools, implements, or other articles to individuals or businesses on a temporary basis for a specified fee. This use does not include the rental of automobiles or trucks. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.340 Family.**

“Family” means one or more persons occupying a premises and living as a single, nonprofit housekeeping unit, as distinguished from a group occupying a hotel, club, boardinghouse or rooming house, fraternity or sorority house. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.345 Family day care home.**

“Family day care home” means a licensed facility in the licensee’s home providing regularly scheduled care for 12 or fewer children for periods less than 24 hours. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.350 Farming of land.**

“Farming of land” means the growing of seasonal crops and/or the tilling of soil. For purposes of this definition, the farming of land is typically an interim or temporary land use and would not typically include agricultural activities that are of a long-term nature, such as the planting of orchards or vineyards or the raising of livestock. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.355 Fence.**

“Fence” means an upright structure serving as an enclosure, barrier or boundary usually made of posts, boards, wire, iron, steel, or masonry. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.360 Financial institution.**

“Financial institution” means a business or institution engaged in monetary transactions such as banks, lending, savings and loan institutions and credit unions but excluding pay day loan businesses. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.365 Flood or flooding – Flood Insurance Rate Map (FIRM) – Flood Insurance Study.**  
*Repealed by Ord. 59-19. [Ord. 28-05 § 1.02].***23.06.370 Florist.**

“Florist” means an establishment engaged in the retail sale of flowers and plants. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.373 Food service establishment.**

“Food service establishment” means a retail establishment that prepares and sells food and beverages for immediate consumption.

**23.06.375 Food stores.**

“Food stores” means stores primarily engaged in selling food and beverages for home preparation and consumption. It includes grocery stores; mini-market or convenience store uses; meat and fish markets, including freezer provisioners; fruit and vegetable markets; candy, nut, and confectionery stores; dairy products stores; retail bakeries; wine and beer shops; liquor stores; and miscellaneous stores specializing in items such as spices, coffee, or health foods. As an accessory use, a food store may also sell prepared foods for on-site or off-site consumption. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.380 Food wagon.**

“Food wagon” means a vehicle that is used for retail food sales that is capable of operating from a variety of sites, rather than from a fixed location. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.385 Fuel station/mini-mart.**

“Fuel station/mini-mart” means establishments engaged primarily in the sale of automobile gasoline or other auto fuel to the general public. Such uses may include mini-market or

convenience store uses involving the sale of snack food and beverage items. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

#### **23.06.390 Funeral establishment.**

A “funeral establishment” is a place of business devoted exclusively to such activities as are related to the preparation and arrangements for the funeral, transportation, burial, or other disposition of dead bodies, and including but not limited to: (A) a chapel in which memorial, funeral, or religious services may be conducted; and (B) a preparation room equipped for the preparation and embalming of dead bodies for burial or transportation. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

#### **23.06.395 Furniture, home furnishings, and appliance stores.**

“Furniture, home furnishings, and appliance stores” means businesses primarily engaged in the retail sale of goods used for furnishing the home, such as furniture, floor coverings, draperies, lighting fixtures, woodstoves, domestic cook stoves, refrigerators, and other household electrical and gas appliances. This category also includes rental of furniture, appliances, and the like. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

#### **23.06.400 General service businesses.**

“General service businesses” means establishments which provide services involving the maintenance, repair or improvement of personal and household goods including computer and consumer electronics repair and service, custom framing shops, jewelry repair, locksmiths, shoe repair, tailors, upholstery shops, and similar uses. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

#### **23.06.405 Grade plane.**

“Grade plane” means a reference plane representing the average of finished ground level adjoining the building at exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building, between the building and a point six feet from the building. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

#### **23.06.410 Gross floor area (GFA).**

“Gross floor area” means the sum of the areas of all floors included within the surrounding walls of a building, or portion thereof, exclusive of vents, shafts, and courts, inclusive of commercial outdoor dining areas. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

#### **23.06.415 Guest room.**

“Guest room” means a room which is intended, arranged, or designed to be occupied or which is occupied by one or more guests, but in which no provision is made for cooking, and not including dormitories for sleeping purposes. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].



**23.06.420 Habitable floor.**

“Habitable floor” means any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof, except for a floor used only for storage purposes. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.425 Hazardous waste.**

“Hazardous waste” means all dangerous and extremely hazardous waste as defined by RCW 70.105.010. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.430 Hazardous waste storage.**

“Hazardous waste storage” means the holding of dangerous waste for a temporary period as regulated by the Washington State Dangerous Waste Regulations, Chapter 173-30 WAC. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.435 Hazardous waste treatment.**

“Hazardous waste treatment” means the physical, chemical, or biological processing of dangerous waste to make wastes nondangerous or less dangerous, safer for transport, amenable for storage, or reduced in volume. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.440 Hazardous waste treatment and storage facilities, off site.**

“Hazardous waste treatment and storage facilities, off site” means treatment and storage facilities that treat or store waste generated on properties other than those on which the off-site facilities are located. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.445 Hazardous waste treatment and storage facilities, on site.**

“Hazardous waste treatment and storage facilities, on site” means treatment and storage facilities that treat and store wastes generated on the same, geographically contiguous, or bordering property. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.450 Hedge.**

“Hedge” means a row of closely planted shrubs, bushes, or low growing trees forming a barrier, enclosure, or boundary. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.455 Height of building.**

“Height of building” means the vertical distance from grade plane to the average height of the highest roof surface. (See RMC 23.06.405 for definition of “grade plane.”) [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.460 Hog farm.**

“Hog farm” means a lot, structure or building used for the raising or keeping of six or more hogs or swine. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.465 Home occupations.**

“Home occupations” means an occupation or business activity conducted within a dwelling unit by a member or members of the family who occupy the dwelling, where the occupation or business activity is clearly incidental and secondary to the use of the dwelling for living purposes and the residential character of the dwelling is maintained. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.470 Health/fitness center.**

“Health/fitness center” means a building, group of buildings or combination of buildings and outdoor uses which together are used for sports, health and recreational uses whether on a membership basis or for the general public. Such facilities include, but are not limited to, gymnasiums, weight-reducing centers, dance studios, tennis, handball or racquetball courts, indoor or outdoor swimming pools and spas, weight training, exercise classes, and running tracks. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.475 Health/fitness facility.**

“Health/fitness facility” means health clubs, aerobics centers, athletic clubs and gymnasiums, handball and racquetball clubs, weight-reducing centers, dance studios, and other businesses primarily engaged in indoor health and recreation activities, whether on a membership basis or for the general public. Health/fitness facilities are conducted in buildings no larger than 5,000 square feet in area. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.477 Health spa.**

“Health spa” means a commercial facility providing body treatments, massage, gyms, spas, health and wellness activities and similar services. [Ord. 28-05 § 1.02; Ord. 04-09; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.480 Homeless shelter.**

*Repealed by Ord. 2022-19.* [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1].

**23.06.485 Hospital.**

“Hospital” means a licensed institution designed within an integrated campus setting for the diagnosis, care, and treatment of human illness, both mental and physical. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.490 Hospital or clinic for large animals.**

“Hospital or clinic for large animals” means a medical facility or institution providing in-patient and outpatient veterinary service consisting of the prevention, cure, or alleviation of disease and injury to large animals or livestock. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.495 Hospital or clinic for small animals.**

“Hospital or clinic for small animals” means a medical facility or institution providing inpatient and outpatient veterinary service consisting of the prevention, cure, or alleviation of disease and

injury to dogs, birds, cats, and similar small animals. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.500 Hot tub.**

“Hot tub” means a nonpermanent structure intended for recreational bathing, in which all controls, water heating, and water circulating equipment are an integral part of the product. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.505 Hotel.**

“Hotel” means any building or portion thereof containing six or more guest rooms, which is used, designed, or intended to be used, let, or hired out to be occupied, or which is occupied by six or more individuals for compensation, whether the compensation be paid directly or indirectly. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.510 House-banked card room.**

“House-banked card room” as used in this title means an establishment licensed by the Washington State Gambling Commission (the “Commission”) to offer “house-banked card games” as described in WAC 230-40-010 and subject to regulation by the Commission under RCW 9.46.070 and Chapter 230-40 WAC. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.515 Junkyard.**

“Junkyard” means the use of more than 100 square feet of the area of any lot, or the use of any portion of that half of any lot (but not exceeding a depth or width, as the case may be, of 100 feet) which adjoins any street, for the storage, keeping or abandonment of junk, including scrap metals or other scrap material, or the use of any area for an automobile wrecking yard; provided, however, that this definition shall not be deemed to include uses conducted entirely within an enclosed building or lots for the outdoor display and sale of used automobiles in operable condition. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.520 Kennel, commercial.**

“Kennel, commercial” means any lot, premises, building, or structure where six or more dogs, cats, and/or household pets over six months of age are kept. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.525 Landscaping.**

“Landscaping” shall consist of any of the following or combination thereof: material such as, but not limited to, grass, ground covers, shrubs, vines, hedges, and trees; and nonliving durable material commonly used in landscaping such as, but not limited to, rocks, pebbles, bark, sand, walls, or fences, but excluding paving and artificial plants. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.530 Landscaping material sales.**

“Landscaping material sales” means establishments engaged in the retail sale of materials commonly used in landscaping such as trees, shrubs, bark, gravel, patio bricks, concrete blocks,

pond liners, and similar materials. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.535 Large livestock farming.**

“Large livestock farming” means the keeping of domesticated animals such as horses, ponies, burros, dairy and beef cattle, sheep, goats, swine, and similar animals which are kept for personal or agricultural use, or raised for sale and profit. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.540 Lattice tower.**

“Lattice tower” is a wireless communications support structure, which consists of metal crossed strips or bars to support antennas and related equipment. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.545 Laundry, self-service.**

“Laundry, self-service” means a business providing home-type washing, drying and/or ironing facilities where customers primarily complete the laundering of their own clothes. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.550 Laundry/dry cleaning, retail.**

“Laundry/dry cleaning, retail” means a business providing drop off and pick up services of laundry and dry cleaning where the actual laundry/dry cleaning activities are completed at an off-site commercial laundry/dry cleaning facility. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.552 Laundry/dry cleaning, neighborhood.**

“Laundry/dry cleaning, neighborhood” means a business providing drop off and pick up services of laundry and dry cleaning and where actual laundry/dry cleaning activities are completed on site in a process that primarily uses solvents or chemicals that are not regulated as hazardous by the Environmental Protection Agency. Such businesses shall operate in facilities that are 2,000 square feet in area or less. [Ord. 28-05 § 1.02; Ord. 15-07; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.555 Laundry/dry cleaning, commercial.**

“Laundry/dry cleaning, commercial” means a business providing commercial laundry or dry cleaning services. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.560 Livestock feed lot.**

“Livestock feed lot” means a lot, structure or building, or confined area used intensively for raising or keeping of more than six head of beef cattle or similar livestock for the purpose of feeding, breeding, conditioning, or holding the same for marketing or slaughter in which animal waste may accumulate, but not including barns, pens or similar structures. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.565 Lot.**

“Lot” means land occupied or to be occupied by a principal use or building or unit group of buildings and accessory buildings, together with such open spaces as are required under the provisions of this title, having not less than the minimum area required by this title, for a lot in the district in which such lot is situated, and having its principal frontage on a street, or having a permanent means of access to a street. A lot as defined herein is not necessarily the same as a platted lot. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.567 Lot area.**

“Lot area” means the total horizontal area included within lot lines. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.570 Lot, corner.**

“Lot, corner” means a lot bounded on two or more sides by street lines; provided, that the interior angle of intersection or interception of said street lines does not exceed 135 degrees. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.572 Lot, interior.**

“Lot, interior” means a lot other than a corner lot. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.575 Lot line, front.**

“Lot line, front” means, in the case of an interior lot, a line separating the lot from the street; in the case of a corner lot, a line separating the narrowest street frontage of the lot from the street; except in those cases in a C-1 district where a lot has two or more street frontages of equal length or nearly equal length, the front lot line shall be considered to be the line adjoining the street which the comprehensive plan shows is intended to carry the heaviest traffic flow. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.577 Lot line, rear.**

“Lot line, rear” means the lot line which is generally opposite the front lot line. If the rear lot line is less than 10 feet in length, or if the lot comes to a point at the rear, the rear lot line shall be deemed to be a line parallel to the front lot line, not less than 10 feet long, lying wholly within the lot and farthest from the front lot line. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.580 Lot line, side.**

“Lot line, side” means any lot boundary line not a front lot line or a rear lot line. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.582 Lot depth.**

“Lot depth” means the shortest horizontal distance between the front lot line and a line drawn parallel to the front lot line through the midpoint of the rear lot line. For lots with front lines containing curves or angles, the measurement shall be taken from a line drawn parallel to a base line adjoining the front corners of the lot and lying midway between said base line and a line

drawn parallel to said base line tangent to the curve or through the angle point. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.584 Lot width.**

“Lot width” means the distance between side lot lines measured at right angles to the lot depth at its midpoint. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.586 Lowest floor.**

*Repealed by Ord. 59-19.* [Ord. 28-05 § 1.02; Ord. 01-07].

**23.06.587 Lumberyard.**

“Lumberyard” means a business that sells building materials and/or lumber in large quantities, and includes a significant portion of its product storage outdoors or in warehouse portions of a building. [Ord. 28-05 § 1.02; Ord. 01-07; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.590 Macrofacility.**

“Macrofacility” is a large wireless communication facility that provides radio frequency coverage for a cellular telephone network. Generally, macro cell antennas are mounted on ground-based towers, rooftops and other existing structures at a height that provides a clear view over the surrounding buildings and terrain. Macro cell facilities typically contain antennas that are greater than three cubic feet per antenna, and typically cover large geographic areas with relatively high capacity and may be capable of hosting multiple wireless service providers. [Ord. 07-19 § 1; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.595 Mailing services.**

“Mailing services” means a private establishment engaged in the business of renting mailboxes, accepting packages for delivery, selling packaging materials and/or providing bulk mailing services for customers. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.600 Manufactured home.**

“Manufactured home” means a single-family residence constructed after June 15, 1976, and in accordance with the U.S. Department of Housing and Urban Development (HUD) requirements for manufactured housing and bearing the appropriate insignia indicating such compliance. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.605 Manufactured home lot, park, and stand.**

“Manufactured home lot” means a designated portion of a manufactured home park designed for the accommodation of one manufactured home and its accessory structures.

“Manufactured home park” means any site, lot, field or tract of land under the ownership or management of one person, partnership, firm or corporation which is divided into manufactured home lots for tenancy or lease, upon which two or more manufactured homes are located and occupied for dwelling purposes.

“Manufactured home stand” means that area of a manufactured home lot which has been reserved for the placement of a manufactured home. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.610 Manufacturing, general.**

“Manufacturing, general” means a manufacturing use, typically having the potential of creating moderate noise, smoke, dust, vibration or other environmental impacts or pollution, and including but not limited to the following:

- A. Production of items made from stone or concrete;
- B. Production of items from ferrous or nonferrous metals through use of a machine shop, welding or fabrication; or from nonferrous metals through use of a foundry; or from ferrous metals through use of a foundry heated by electricity (induction melting);
- C. Production of finished goods that typically are not for household or office use, such as barrels, ceramic molds, or cardboard cartons, from materials that are already refined, or from raw materials that do not need refining, such as paper, fabric, leather, premilled wood; or wool, clay, cork, semiprecious or precious metals or stones, fiber, or other similar materials;
- D. Production of finished goods, for household or nonhousehold use, such as toys, film, pens, or linoleum from plastic, rubber, or celluloid;
- E. Production of parts to be assembled into a finished product;
- F. Development of film on a wholesale basis;
- G. Production of items through biological processes, such as pharmaceuticals and industrial purifiers, manufactured by bioengineering techniques;
- H. Production of items such as paint and coatings, dyestuffs, fertilizer, glue, cosmetics, clay, or pharmaceuticals that require the mixing or packaging of chemicals;
- I. Food processing for human consumption except that involving the milling of grain or the refining of sugar. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.615 Manufacturing, heavy.**

“Manufacturing, heavy” means a manufacturing use, typically having the potential of creating substantial noise, smoke, dust, vibration and other environmental impacts or pollution, and including but not limited to:

- A. Processing or refining of raw materials, such as but not limited to minerals, petroleum, rubber, wood or wood pulp, into other products;
- B. The milling of grain or refining of sugar, except when accessory to a use defined as food processing for human consumption or as a retail sales and service use;

- C. Slaughterhouses, including packing and freezing of meat products;
- D. Refining, extruding, rolling, or drawing of ferrous or nonferrous metals, or the use of a noninduction foundry for ferrous metal;
- E. Production of large durable goods such as motorcycles, cars, manufactured homes, airplanes, or heavy farm, industrial, or construction machinery;
- F. Manufacturing of electrical components, such as semi-conductors and circuit boards, using chemical processes such as etching or metal coating;
- G. Production of industrial organic and inorganic chemicals, and soaps and detergents; and
- H. Conversion of solid waste into useful products or preparation of solid waste for disposal at another location by processing to change its physical form or chemical composition. This includes the off-site treatment or storage of hazardous waste as regulated by the State Department of Ecology. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

#### **23.06.617 Manufacturing, light.**

“Manufacturing, light” means a manufacturing use, typically having little or no potential of creating noise, smoke, dust, vibration or other environmental impacts or pollution, and including but not limited to the following:

- A. Production, assembly, finishing, and/or packaging of articles from parts made at another location, such as assembly of clocks, electrical appliances, or medical equipment;
- B. Production of finished household and office goods, such as jewelry, clothing or cloth, toys, furniture, or tents, from materials that are already refined, or from raw materials that do not need refining, such as paper, fabric, leather, premilled wood; or wool, clay, cork, semi-precious or precious metals or stones, fiber, or other similar materials;
- C. Canning or bottling of food or beverages for human or animal consumption using a mechanized assembly line;
- D. Printing plants with more than 5,000 square feet of gross floor area;
- E. Electronic product and component manufacturing including radio, TV, computers, data systems equipment, optical, photographic, engineering and similar precision instruments and high-tech industries. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

#### **23.06.620 Manufacturing use.**

“Manufacturing use” means a business establishment in which articles are produced by hand or by machinery, from raw or prepared materials, by giving to those materials new forms, qualities, properties, or combinations, in a process frequently characterized by the repetitive production of items made to the same or similar specifications. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].



**23.06.625 Marinas.**

“Marinas” means an establishment providing docking, moorage space and activities relating to the maintenance and minor repair of pleasure boats and yachts. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.630 Marine equipment rentals.**

“Marine equipment rentals” means a business engaged in the rental of marine equipment, such as boats or jet skis, to individuals or businesses on a temporary basis for a specified fee. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.635 Marine gas sales.**

“Marine gas sales” means a business typically associated with a marina that engages in retail gasoline sales for boats and other marine equipment. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.640 Master plan.**

“Master plan” means a detailed site plan for certain distinct areas of the city for which specific plans have been reviewed and approved by the planning commission and the city council. A master plan for a distinct area is not to be construed as a substitute for the comprehensive plan as set forth in Chapter 23.01 RMC. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.645 Microbrewery.**

“Microbrewery” means a small-scale beer brewing plant located within a restaurant or tavern building in which a portion of the building is used for the production of beer for wholesale distribution and for on-site retail sale to restaurant or tavern patrons. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.647 Mobile vehicle food hub.**

“Mobile vehicle food hub” means a designated space where multiple vehicle-based food service vendors operate and may feature seating area(s) specifically provided for patrons to eat meals purchased from said vehicle-based food service vendors.

**23.06.650 Microfacility.**

*Repealed by Ord. 07-19.* [Ord. 28-05 § 1.02].

**23.06.655 Mini-warehouse.**

“Mini-warehouse” means a structure containing separate storage spaces of varying sizes that are leased or rented on an individual basis and outdoor yards for the storage of goods where storage, retrieval and transport are the responsibilities of the renter or lessee. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.660 Mobile home.**

“Mobile home” means a single-family residence transportable in one or more sections that are eight feet or more in width and 32 feet or more in length, built on a permanent chassis, designed

to be used as a permanent dwelling and constructed before June 15, 1976. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.665 Monopole.**

“Monopole” means a vertical support structure consisting of a single vertical metal, concrete, or wooden pole, typically round or square and driven into the ground or attached to a foundation. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.670 Motel.**

“Motel” means a building or group of buildings containing guest rooms designed or used to provide transient lodging. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.675 Nursing home or rest home.**

“Nursing home” or “rest home” means a home for aged, chronically ill, incurable persons, or persons in need of convalescent care outside of a hospital in which two or more persons not of the immediate family are received, kept, or provided with food and shelter or care for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of disease or injury, maternity cases, or mental illness. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.680 Nursery, plant.**

“Nursery, plant” means an enterprise, establishment or portion thereof that conducts the retailing or wholesaling of plants grown on the site, as well as accessory items such as clay pots, potting soil, fertilizers, insecticides, garden implements, etc. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.685 Office – Corporate.**

“Office – corporate” means an establishment primarily engaged in providing internal office administration services as opposed to customer service in a single building or a campus setting; for example, the headquarters, regional offices and/or the administrative offices for a corporation. Generally, the majority of the traffic generated from corporate offices comes from employees and not the general public. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.687 Office – Consulting services.**

“Office – consulting services” means establishments providing a wide variety of professional services including but not limited to: accountants, engineers, geologists, architects, financial consultants, landscape architects, land planners, surveyors and interior designers who generally conduct research, provide analysis of information, computer simulation, diagramming, mapping and/or drafting in order to create new products or plans. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.690 Office – General.**

“Office – general” means an establishment which provides administrative, professional, educational, financial, governmental or customer services to individuals, businesses, institutions

and/or governmental agencies in an office setting; for example, branch banks, travel agencies, medical offices, real estate offices, insurance agencies, government offices, customer service offices, data processing services, union or charitable organization offices and wholesalers' offices. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.695 Office – Research and development.**

“Office – research and development” means an office/laboratory establishment engaged in the research, analysis, design, development and/or testing of a product. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.700 Office supply store.**

“Office supply store” means stores selling office products such as stationery, legal forms, writing implements, computers, copies, office furniture, and similar products. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.705 Outdoor advertising sign.**

“Outdoor advertising sign” means any lettered, figure, or pictorial matter or other sign of any kind or character whatsoever, made visible for outdoor advertising purposes anywhere. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.710 Outdoor advertising structure.**

“Outdoor advertising structure” means any structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any outdoor advertising sign may be placed, including also outdoor advertising statuary. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.715 Outdoor storage.**

“Outdoor storage” means the storage of any products, materials, vehicles, equipment, junk, or scrap outside the confines of an enclosed building, and more specifically defined as:

A. Merchandise Display. Display of products and materials, and operable vehicles and equipment for the principal purpose of offering for sale at retail, and incidental to the business existing on the premises;

B. Equipment and Material Storage. Storage of any equipment or materials in usable condition which are not being specifically displayed as merchandise or offered for sale at retail; and

C. Junk and Scrap Storage. Storage of used products or scrap materials such as wood, cloth, paper, glass, metal, plastic, or rock material, which could be refurbished, recycled, or converted into usable stock or material. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.720 Parking lot.**

“Parking lot” means an open area, other than a street or alley, used for the temporary parking of automobiles and available for public use, whether free or for compensation, or as an

accommodation for clients or customers. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.725 Parking space, automobile (off street).**

“Parking space, automobile (off street)” means space within a public or private parking area, or within a building designed for or used for the temporary parking or storage of one motor vehicle. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.728 Parking structure.**

“Parking structure” means a structure used for the parking of vehicles where parking is accommodated on two or more levels. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.729 Parking, tandem.**

“Parking, tandem” is defined as having two or more vehicles, one in front of or behind the others with a single means of ingress and egress.

**23.06.730 Pasture.**

“Pasture” means a fenced enclosure or confined area used for the grazing of livestock or small animals which contains sufficient vegetation to serve as the principal food source for the livestock confined therein. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.732 Patio.**

“Patio” means an outdoor space that is often paved or decked directly adjacent to a main building that is at or within 30 inches of adjacent grade. [Ord. 32-11 § 2; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.735 Pawn shop.**

“Pawn shop” means an establishment engaged in the buying or selling of new or secondhand merchandise and offering loans in exchange for personal property. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.740 Pen.**

“Pen” means a fenced enclosure or small confined area used for the raising or keeping of livestock or small animals, but not including barns, sheds or similar structures, or pasture. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.742 Permanent supportive housing.**

“Permanent supportive housing” is subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or

physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in Chapter 59.18 RCW. [Ord. 2022-19 § 1].

**23.06.745 Personal loan business.**

"Personal loan business" means an establishment engaged in the business of cashing payroll checks and/or providing small, nonsecured, short-term loans to individuals. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.750 Personal services business.**

"Personal services business" means a business primarily engaged in providing services generally involving the maintenance of the human body, or other services to one's person. Such businesses include, but are not limited to, barber and beauty shops, photographic studios, body piercing, manicuring shops, tanning parlors, body wrapping, tattoo parlors and massage practitioners. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.755 Pet shop and pet supply store.**

"Pet shop" and "pet supply store" mean establishments engaged in the retail sale of pets, pet food, supplies and the grooming of pets. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.760 Photo processing, copying and printing services.**

"Photo processing, copying and printing services" means retail establishments that provide duplicating services using photocopy, blueprint and offset printing equipment, including collating of booklets and reports. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.765 Pool, private.**

"Pool, private" means a swimming pool built accessory to a dwelling unit and used for the enjoyment of the family living therein. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.770 Pool, public.**

"Pool, public" means a swimming pool to which the general public has access through the payment of a fee or admission charge. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.775 Pool, semi-public.**

"Pool, semi-public" means a swimming pool accessory to a hotel, motel, multiple dwelling or similar use to which the general public does not have usual access, and located for the convenience of the guests or patrons of a hotel, motel or similar use. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.777 Porch.**

“Porch” means an outdoor, typically raised and covered area, providing an entrance way to a building. [Ord. 32-11 § 2; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.780 Portable food vendor.**

“Portable food vendor” means the vending of food and/or beverages from a movable cart-type stand which is located on the same lot as, and in conjunction with, a permitted use. Portable food vending stands cannot be self-propelled, must serve only walk-up customers, and may not be stored outdoors when the portable food vendor is not open for business. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.785 Poultry farm.**

“Poultry farm” means a lot, structure or building used intensively for the raising, feeding, breeding, or keeping of chickens, turkeys, or other poultry for marketing or slaughter, or for the production of eggs for sale. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.790 Public agency building.**

“Public agency building” means any agency office for the administration of any governmental activity or program. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.792 Public agency facility.**

“Public agency facility” means a lot, structure, facility or building which is necessary for the operation of a public utility on which is performed a public service such as supplying water, wastewater disposal, electrical, transportation or communication service, usually as a monopoly or pursuant to a franchise by a business organization under governmental regulation, or directly by government. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.795 Radio and television studio.**

“Radio and television studio” means an establishment engaged in transmitting oral and visual programs, and which consists of a studio, transmitter, and antennas. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.797 Reclassification.**

“Reclassification” means a change in the city’s zoning map, resulting in a change in zoning designation on one or more parcels of property. Also referred to as a rezone. [Ord. 24-14 § 1.01; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.800 Recreational club.**

“Recreational club” means an area devoted to facilities and equipment for recreational purposes, swimming pools, tennis courts, playgrounds, community clubhouses, and other similar uses maintained by a nonprofit organization whose membership is limited to the residents within the area in which it is located; provided, that membership shall not be denied to residents of the area based solely on race, creed or color. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

### **23.06.802 Recreational vehicle.**

“Recreational vehicle” means a vehicular-type unit designed for temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. “Recreational vehicle” shall include, but not be limited to, the following:

A. Travel Trailer. A vehicular, portable structure built on a chassis and drawn by a motorized vehicle and which is designed to be used as a temporary dwelling for travel, recreational and vacation uses;

B. Camper. A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreational and vacation uses;

C. Motor Home. A portable, temporary dwelling to be used for travel, recreational and vacation use constructed as an integral part of a self-propelled vehicle;

D. Camping Trailer. A folding structure mounted on wheels and designed for travel, recreational and vacation uses.

(See also “Dependent recreational vehicle,” RMC 23.06.260.) [Ord. 28-05 § 1.02; Ord. 01-10 § 1.01; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

### **23.06.805 Recreational vehicle campground.**

“Recreational vehicle campground” means a lot or parcel of land occupied or intended for occupancy by recreational vehicles or tents for travel, recreational or vacation usage for short periods of stay subject to the provisions of this title. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

### **23.06.807 Recreational vehicle park.**

“Recreational vehicle park” means a lot or parcel of land occupied or intended for occupancy by recreational vehicles for travel, recreational or vacation uses allowing for longer periods of stay subject to the provisions of this title. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

### **23.06.809 Recreational vehicle space.**

“Recreational vehicle space” means a parcel of land in a recreational vehicle park or campground for the placement of a single recreational vehicle and the exclusive use of its occupants. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

### **23.06.810 Restaurant.**

“Restaurant” means a retail establishment engaged in the preparation and sale of food and beverages, including coffee shops, sandwich shops, ice cream parlors, fast food take-out, espresso stands, and similar uses. The term “restaurant” can be further described by the following types:

A. Restaurant, Drive-Through. A “restaurant” which has one or more drive-through lanes for ordering and dispensing of food and beverages to patrons remaining in their vehicles, for consumption off the premises. A drive-through restaurant may also have seating facilities.

B. Restaurant, Lounge. A restaurant which includes licensed on-site provision of alcoholic beverages for consumption on the premises as an accessory to food service.

C. Restaurant, Sit-Down. A restaurant at which all food and drink is consumed on the premises.

D. Restaurant, Take-Out. A restaurant that offers a take-out service whereby food may be consumed off the premises. A take-out restaurant may also have seating facilities. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.817 Sales, retail.**

“Sales, retail” means sale to the ultimate consumer for direct consumption and not for resale. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.820 Sales, wholesale.**

“Sales, wholesale” means sale for resale not for direct consumption. For the purpose of land use classifications, a business primarily engaged in wholesale sales, with less than 25 percent of the square footage of sales in related retail, will be classified as wholesale. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.825 Sanitary station or sanitary dumping station.**

“Sanitary station” or “sanitary dumping station” means a facility used for removing and disposing of wastes from recreational vehicle sewage holding tanks. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.830 School.**

“School” means public or private graded educational institution facility, structure or building but not including trade schools. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.832 School, alternative.**

“School, alternative” means a school which offers a curriculum which is equivalent to but is a substitute for the curriculum commonly found in more traditional public or private schools. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.833 School, commercial.**

“School, commercial” means a business establishment where instruction is given, in exchange for payment of a fee. Examples of subjects taught include, but are not limited to, dance, computer skills, music, and martial arts. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].



**23.06.834 School, trade.**

“School, trade” means an educational facility, structure or building operated as a business enterprise offering instruction or training in the trades or industrial arts such as welding, brick laying, machinery operation, cooking, printing or similar trades or industrial arts, but not including schools. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.835 Secondhand/consignment store.**

“Secondhand/consignment store” means an establishment engaged in the retail sale of used clothing, sports equipment, appliances, and other merchandise. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.840 Senior housing.**

“Senior housing” means ~~a complex of dwellings, exclusively designed for and occupied by households having least one person 62 years of age or older.~~ any residential housing that is advertised, maintained, designed, or constructed for the express or implied purpose of providing housing for persons 55 years of age, or older, who are independent and do not require assistance with activities of daily living.

**23.06.845 Sensitive land uses.**

“Sensitive land uses” means those land uses which are particularly sensitive to the secondary effects of adult use businesses. “Sensitive land uses” include the following:

- A. Churches, or other religious facilities or institutions;
- B. Multiple-family and single-family residential zones;
- C. Playgrounds and public parks;
- D. Public and private schools, technical schools and training facilities which have 25 percent or more of their students under the age of 18. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.850 Small livestock farming.**

“Small livestock farming” means the keeping of four or more domesticated animals such as rabbits, chickens, ducks, turkeys, and similar fowl and animals which are kept for personal or agricultural use, or raised for sale and profit. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.855 Specialty retail store.**

“Specialty retail store” means one of a wide variety of stores involved in the retail sale of one or more general categories of specialty goods and merchandise, including but not limited to the following types of specialty stores: sporting goods, bicycles, glassware and chinaware, fishing tackle, music, greeting cards, jewelry, toys, hobby supplies, games, cameras, gifts and souvenirs, sewing supplies, tobacco products, newspapers, magazines, and comic books, religious supplies,

guns and gun supplies or other miscellaneous goods. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.860 Specified anatomical areas.**

“Specified anatomical areas” means:

A. Less than completely and opaquely covered human genitals, pubic region, buttock or female breast below a point immediately above the top of the areola; and

B. Human male genitals in a discernibly turgid state, even if completely and opaquely covered. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.862 Specified sexual activities.**

“Specified sexual activities” means:

A. Human genitals in a state of sexual stimulation or arousal; and/or

B. Acts of human masturbation, sexual intercourse or sodomy, whether between persons of the same or opposite sex; and/or

C. Fondling or other erotic touching of human genitals, pubic region, buttock or female breast; and/or

D. Excretory functions as part of or in connection with any of the activities set forth in this chapter. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.865 Stable, private.**

“Stable, private” means a building in which horses are kept for private use and not for remuneration, hire, or sale. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.867 Stable, public.**

“Stable, public” means a building in which horses are kept for remuneration, hire, or sale, including a riding academy. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.870 Stock-in-trade.**

“Stock-in-trade” means all books, equipment, magazines, periodicals, pictures, posters, printed material, products (including prerecorded video tapes, discs, or similar material), or other items readily available for purchase, rental, viewing or use by patrons of the establishment excluding material located in any storeroom or other portion of the premises not open to patrons. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.871 Storage container.**

“Storage container” is defined as provided in RMC 11.33.010. [Ord. 40-19 § 1; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.875 Story.**

“Story” means that portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between the floor and the ceiling next above it. A mezzanine floor shall be counted as a story if it covers over one-third of the area of the floor next below it, or if the vertical distance from the floor next below it to the floor next above it is 24 feet or more. A basement shall be counted as a story if its ceiling is over six feet above the level from which the height of the building is measured. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.880 Street.**

“Street” means a public thoroughfare which affords the principal means of access to abutting property, including avenue, place, way, drive, lane, boulevard, highway, road, and any other thoroughfare except an alley. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.885 Structure.**

“Structure” means anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.888 Substantial damage.**

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. [Ord. 28-05 § 1.02; Ord. 01-07; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.890 Substantial improvement.**

“Substantial improvement” means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started, or if the structure has been damaged and is being restored, before the damage occurred. “Substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term “substantial improvement” does not include any project for improvement to comply with existing state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official which are the minimum necessary to assure safe living conditions, or any alteration of a structure listed on the National Register of Historic Places or State Inventory of Historic Places. [Ord. 28-05 § 1.02; Ord. 01-07; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.895 Theater.**

“Theater” means a facility used by and for the performing arts but not including cinema. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.900 Towing, vehicle impound lots.**

“Towing, vehicle impound lots” means lots used for the temporary storage of vehicles which have been towed by a towing company or for impounded vehicles, but which does not include permanent vehicle storage or dismantling of vehicles. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.901 Transitional housing.**

“Transitional housing” means a facility that provides housing and supportive services to individuals or families experiencing homelessness for up to two years and whose primary purpose is to enable individuals or families experiencing homelessness to move into independent living and permanent housing. [Ord. 2022-19 § 1].

**23.06.905 Travel trailer.**

See “Recreational vehicle,” RMC 23.06.802. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.910 Truck terminal.**

“Truck terminal” means a business providing a location where goods carried by motor transport can be received, transferred from one vehicle to another, and/or shipped, where the primary purpose is not storage but to serve as a point of transfer. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.915 Use – Permitted.**

“Use – permitted” means a use authorized or allowed alone in a specified use district for the preservation or promotion of which the use district is established and subject to the requirements of the regulations and standards of such use district, and to which all other uses are accessory, special, conditional, or nonconforming. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.920 Use – Accessory (secondary).**

“Use – accessory (secondary)” means a secondary or minor use of a lot, structure, or building designed or employed in conjunction with, but subordinate or incidental to, and compatible with the principal permitted use for which the use district is established, and subject to the regulations and standards of such use district. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.925 Use – Nonconforming.**

“Use – nonconforming” means the use of a building or other structure or of a tract of land which does not conform to the use regulations of this title for the district in which it is located, either at the effective date of the ordinance codified in this title or as a result of subsequent amendments which may be incorporated into this title. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.930 Use – Special.**

“Use – special” means any use of a lot, structure or building which by its nature, intensity or potential impact upon an area cannot be considered as a principal or accessory use within a use district, but when subject to special conditions and standards specified in a special use permit may be compatible with other uses in the same or adjacent use districts. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.935 Variance.**

“Variance” means a modification of the regulations of this title granted by the board of adjustment after finding that the literal application of the provisions of this title would cause undue and unnecessary hardship in view of certain facts and conditions applying to a specific parcel of property. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.937 Vehicle-based food service.**

“Vehicle-based food service” means the vending of food and/or beverages from a large vehicle that is equipped to both cook and sell food, and that is capable of being moved from place to place as provided in RMC 23.42.325. [Ord. 48-17 § 1; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.940 Vehicle leasing and rentals.**

“Vehicle leasing and rentals” means the use of any building or land for a business involving the leasing of vehicles. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.945 Vehicle sales.**

“Vehicle sales” means the use of any building or land for the display and sale or long-term lease of new or used automobiles, panel trucks or vans, boats, or motorcycles and including any warranty repair work and other repair service conducted as an accessory use. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.950 Video rental store.**

“Video rental store” means an establishment engaged primarily in the renting or sale of videocassettes, DVDs, and video games. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.955 Warehousing and wholesale trade.**

“Warehousing and wholesale trade” means establishments involved in the storage and/or sale of bulk goods for resale or assembly, excluding establishments offering the sale of bulk goods to the general public. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.960 Warehousing, storage and distribution.**

“Warehousing, storage and distribution” means a building where goods and materials are kept immediately prior to their delivery to retail outlets or their sale to other businesses. This use may include vehicle maintenance or storage as an accessory use. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.965 Wholesale use.**

“Wholesale use” means a business that stores large stocks of goods for sale in bulk quantities to retail outlets. Sales to the general public do not occur on the site, nor is the location of the business advertised through newspapers, flyers or other media designed to reach the consumer. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.970 Wineries – Production.**

“Wineries – production” means an establishment engaged in the production of wine for wholesale distribution. [Ord. 28-05 § 1.02; Ord. 04-09; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.972 Wineries – Tasting room.**

“Wineries – tasting room” means an establishment engaged in the retail sales of wines. [Ord. 28-05 § 1.02; Ord. 04-09; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.975 Yard.**

“Yard” means an open space of uniform width or depth on the same lot with a building or a group of buildings, which open space lies between the building or group of buildings and the nearest lot line and is unoccupied and unobstructed from the ground upward, except for the certain exceptions specified in this title. In measuring a yard, as hereinafter provided, the “line of a building” shall be deemed to mean a line parallel to or concentric with the nearest lot line drawn through the point of a building or the point of a group of buildings nearest to such a lot line, exclusive of the exceptions referenced above, and the measurements shall be taken from the line of the building to the nearest lot line. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.980 Yard, front.**

“Yard, front” means a yard extending the full width of the site and measured as to depth at the least horizontal distance between the street right-of-way line and the exterior wall. [Ord. 28-05 § 1.02; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.983 Yard, rear.**

“Yard, rear” means a yard which extends the full width of the site and is measured as to depth at the least horizontal distance between the rear lot line and the exterior wall. [Ord. 28-05 § 1.02; amended during 2011 recodification; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

**23.06.985 Yard, side.**

“Yard, side” means a yard which extends from the front yard or front lot line where no front yard exists to the rear yard or rear lot line where no rear yard exists and is measured as to width at the least horizontal distance between the side lot line and the exterior wall. [Ord. 28-05 § 1.02; amended during 2011 recodification; Ord. 59-19 § 3; Ord. 08-20 § 1; Ord. 2022-19 § 1].

## **Section 2.**

Chapter 23.22 of the Richland Municipal Code, entitled Definitions, as first enacted by recodification occurring through Ordinance No. 28-05, and last amended by Ordinance No. 2024-46, is hereby amended as follows:

### **Chapter 23.22**

#### **COMMERCIAL ZONING DISTRICTS**

##### **Sections:**

- 23.22.010 Purpose of commercial use districts.
- 23.22.020 Performance standards and special requirements.
- 23.22.030 Commercial use districts permitted land uses.
- 23.22.040 Site requirements and development standards for commercial use districts.
- 23.22.050 Parking standards for commercial use districts.

##### **23.22.010 Purpose of commercial use districts.**

A. The limited business use district (C-LB) is a zone classification designed to provide an area for the location of buildings for professional and business offices, motels, hotels, and their associated accessory uses, and other compatible uses serving as an administrative district for the enhancement of the central business districts, with regulations to afford protection for developments in this and adjacent districts and in certain instances to provide a buffer zone between residential areas and other commercial and industrial districts. This zoning classification is intended to be applied to some portions of the city that are designated either commercial or high-density residential under the city of Richland comprehensive plan.

B. The neighborhood retail business use district (C-1) is a limited retail business zone classification for areas which primarily provide retail products and services for the convenience of nearby neighborhoods with minimal impact to the surrounding residential area. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

C. The retail business use district (C-2) is a business zone classification providing for a wide range of retail business uses and services compatible to the core of the city and providing a focal point for the commerce of the city. All activities shall be conducted within an enclosed building except that off-street loading, parking, and servicing of automobiles may be in the open and except that outdoor storage may be permitted when conducted in conjunction with the principal operation which is in an enclosed adjoining building. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

D. The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental

shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are either designated as commercial or designated as industrial and located adjacent to SR 240 under the city of Richland comprehensive plan.

E. The waterfront use district (WF) is a special commercial and residential zoning classification providing for the establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, offices, and other similar commercial, apartment, and multifamily uses which are consistent with waterfront oriented development, and which are in conformance with RMC Title 26, Shoreline Management, and with applicable U.S. Corps of Engineers requirements. This zoning classification encourages mixed special commercial and high-density residential uses to accommodate a variety of lifestyles and housing opportunities. Any combination of listed uses may be located in one building or one development (i.e., related buildings on the same lot or site). This zoning classification is intended to be applied to those portions of the city that are designated waterfront under the city of Richland comprehensive plan.

F. The central business district (CBD) is a special mixed use zoning classification designed to encourage the transformation of the central business district from principally a strip commercial auto-oriented neighborhood to a more compact development pattern. The central business district is envisioned to become a center for housing, employment, shopping, recreation, professional service and culture. The uses and development pattern will be integrated and complementary to create a lively and self-supporting district. Medium rise buildings will be anchored by pedestrian oriented storefronts on the ground floor with other uses including housing on upper floors. Projects will be well designed and include quality building materials. Appropriate private development will be encouraged via public investments in the streetscape and through reduction in off-street parking standards. Uses shall generally be conducted completely within an enclosed building, except that outdoor seating for cafes, restaurants, and similar uses and outdoor product display is encouraged. Buildings shall be oriented to the fronting street or accessway, to promote a sense of enclosure and continuity along the street or accessway. This zoning classification is intended for those portions of the city that are designated as central business district, as well as some properties designated as commercial and waterfront, under the Richland comprehensive plan. The central business district zone contains overlay districts titled medical, parkway, and uptown. The overlay districts implement varying site development requirements.

G. The commercial recreation district (CR) is a special commercial district providing for the establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, and other commercial uses which are consistent with waterfront oriented development, and which are in conformance with RMC Title 26, Shoreline Management, and with the U.S. Corps of Engineers requirements, and providing for regulations to protect the business and residents of the city from objectionable influences, building congestion and lack of light, air and privacy. This zoning classification is intended for those portions of the city that are designated as waterfront or commercial under the Richland comprehensive plan.



H. The commercial winery use district (CW) is a zone classification designed to provide an area for the operation of commercial wineries, including all aspects of the wine making industry, from the raising of crops to the production, storage and bottling of wine and the retail sales of wine and related products. Other uses, which support winery-related tourism, such as restaurants, entertainment venues, retail services such as gift shops and bed and breakfast facilities are also permitted, along with other uses that are compatible with wineries. [Ord. 28-05 § 1.02; Ord. 04-09; Ord. 32-17 § 1].

### **23.22.020 Performance standards and special requirements.**

A. Commercial Limited Business. Residential uses permitted in the C-LB district must comply with the following standards except as provided by footnote (6) of RMC 23.22.040:

1. Minimum Yard Requirements.

- a. Front Yard. Twenty feet except as provided by footnote (3) of RMC 23.18.040;
- b. Side Yards. Each side yard shall provide one foot of side yard for each three feet or portion thereof of building height;
- c. Rear Yards. Twenty-five feet.

2. Required Court Dimensions. Each court on which windows open from any room other than a kitchen, bathroom or a closet, shall have all horizontal dimensions measured at right angles from the windows to any wall or to any lot line other than a front lot line equal to not less than the height of the building above the floor level of the story containing the room, but no dimension shall be less than 20 feet.

3. Distance between Buildings. No main building shall be closer to any other main building on the lot than a distance equal to the average of their heights. This provision shall not apply if no portion of either building lies within the space between the prolongation of lines along any two of the opposite walls of the other building, but in any such situation the buildings shall not be closer to each other than a distance of 10 feet.

4. Percentage of Lot Coverage. Apartment buildings in a C-LB district shall cover not more than 33 percent of the area of the lot.

B. Neighborhood Retail Business. All uses permitted in a C-1 district must comply with the following performance standards:

- 1. All business, service, repair, processing, or merchandise display shall be conducted wholly within an enclosed building, except for off-street automobile parking, the sale of gasoline, and self-service car washes. Limited outdoor display of merchandise is permitted; provided, that such display shall include only those quantities sold in a day's operation.

2. Outdoor storage areas incidental to a permitted use shall be enclosed with not less than a six-foot-high fence and shall be visually screened from adjoining properties. All storage areas shall comply with building setbacks.
3. Not more than three persons shall be engaged at any one time in fabricating, repairing, cleaning, or other processing of goods other than food preparation in any establishment. All goods produced shall be primarily sold at retail on the premises where produced.
4. Lighting, including permitted illuminated signs, shall be shielded or arranged so as not to reflect or cause glare to extend into any residential districts, or to interfere with the safe operation of motor vehicles.
5. Noise levels resulting from the operation of equipment used in the conduct of business in the C-1 district shall conform to the requirements of Chapter 173-60 WAC, Maximum Environmental Noise Levels.
6. No single retail business, except for a food store, shall operate within a building space that exceeds 15,000 square feet in area, unless approved by the planning commission through the issuance of a special use permit upon the finding that the proposed retail business primarily serves and is appropriately located within the surrounding residential neighborhoods.
7. In addition to standards (1) through (6) listed above, any commercial use that is immediately adjacent to a residentially zoned property (including R-1-12, single-family residential, R-1-10, single-family residential, R-2, medium density residential, R-2S, medium density residential small lot, or planned unit development that is comprised of single-family homes) shall comply with the following standards. For the purposes of this section, the term “adjacent” includes abutting properties, and any property that is located within 75 feet of the nearest residential property. The term “adjacent” does not include properties that are separated by a public right-of-way.
  - a. Setback from Residential Property Boundary. Thirty feet.
  - b. Building Design Standard. No rooftop mechanical equipment shall be permitted unless screened from view with parapet wall or similar screening.
  - c. Parking. Vehicle parking areas and any access driveways (pavement) must be set back a minimum of 10 feet from residential property boundary. A solid fence or masonry wall between six and eight feet tall is required between any paved parking or access drive and the residential property boundary.
  - d. Outdoor Lighting. All outdoor lighting must comply with the Pattern Outdoor Lighting Code (USA) standard version 2.0, July 2010. For the purposes of this section, properties subject to this standard shall be considered to be within lighting zone 1.

e. Signs. All commercial signs placed on-site shall comply with Section 5 of the Pattern Outdoor Lighting Code (USA) standard version 2.0, July 2010; except that multicolored changeable copy LED signs shall not be permitted.

f. Mechanical Equipment. Any mechanical equipment placed outdoors between the building and the residential property boundary shall be screened to reduce equipment noise levels. Alternatively, the building owner can provide documentation to the city indicating that the specific equipment to be used will not generate noise levels beyond permissible state noise standards.

g. Refuse Areas. Any dumpsters or area for collection of recycled materials shall be set back a minimum of 20 feet from the nearest residential property boundary and shall be screened from view by a solid screen sufficient to block its view from all adjacent residential properties.

h. Landscaping. The portions of a commercial site that lie within 30 feet of a residential property boundary that are not covered with buildings, parking areas, access drives, loading areas or outdoor storage shall be landscaped and/or xeriscaped.

8. An individual proposing development on any commercial use that is immediately adjacent to a residentially zoned property (including R-1-12, single-family residential, R-1-10, single-family residential, R-2, medium density residential, R-2S, medium density residential small lot, or planned unit development that is comprised of single-family homes) that does not meet the standards contained in subsection (B)(7) of this section may apply for a deviation from these standards by filing an application with the city. Such request shall be reviewed by the hearing examiner in accordance with the provisions for a public hearing for a Type II permit application. A request for deviation from these standards shall be granted only when the hearing examiner determines that the proposed deviation offers equivalent or better mitigation of impacts from commercial development to the adjacent residential properties than would occur under the basic standards. The hearing examiner shall at a minimum consider the type of commercial use proposed; the design of the commercial building or buildings; the topography of the site and adjacent residential properties; the proposed landscaping, lighting, and other mitigation measures proposed by the applicant in making a determination to grant or deny a requested deviation from these standards.

C. General Business. All permitted commercial business uses may be located in the C-3 district, provided their performance is of such a nature that they do not inflict upon the surrounding residential areas, smoke, dirt, glare, odors, vibration, noise, excessive hazards or water pollution detrimental to the health, welfare or safety of the public occupying or visiting the areas. The maximum permissible limits of these detrimental effects shall be as herein defined and upon exceeding these limits they shall be as herein considered a nuisance, declared in violation of this title and shall be ordered abated.

1. Smokestacks shall not emit a visible smoke except for one 10-minute period each day, when a new fire is being started. During this period, the density of the smoke shall not be darker than No. 2 of the Ringlemann Chart as published by the U.S. Bureau of Mines.
2. No visible or invisible noxious gases, fumes, fly ash, soot or industrial wastes shall be discharged into the atmosphere from any continuous or intermittent operation except such as is common to the normal operations of heating plants or gasoline or diesel engines in cars, trucks or railroad engines.
3. Building materials with high light reflective qualities shall not be used in the construction of buildings in such a manner that reflected sunlight will throw intense glare to areas surrounding the C-3 district.
4. Odors of an intensity greater than that of a faint smell of cinnamon which can be detected by persons traveling the roads bordering the lee side of the C-3 district, when a 10 mph wind or less is blowing, are prohibited.
5. Machines or operations which generate air or ground vibration must be baffled or insulated to eliminate any sensation of sound or vibration outside the C-3 district.

D. Waterfront. It is the intent of this section that:

1. Uses should be oriented primarily to the waterfront and secondarily to the public street to facilitate public access to the waterfront; and
2. Public pedestrian access shall include clearly marked travel pathways from the public street through parking areas to primary building entries.

E. Central Business District. New buildings shall conform to the following design standards:

1. The maximum setback area shall only be improved with pedestrian amenities including but not limited to: landscaping, street furniture, sidewalks, plazas, bicycle racks, and public art.
2. Building facades facing streets shall include:
  - a. Glass fenestration on 50 percent to 80 percent of the ground floor of the building facade. A window display cabinet, work of art, decorative grille or similar treatment may be used to cover an opening for concealment and to meet this standard on those portions of the ground floor facade where the applicant can demonstrate that the intrusion of natural light is detrimental to the ground floor use. Examples of such uses include, but are not limited to, movie theaters, museums, laboratories, and classrooms.
  - b. At least two of the following architectural elements:
    - i. Awnings;

- ii. Wall plane modulation at a minimum of three feet for every wall more than 50 feet in length;
  - iii. Pilasters or columns;
  - iv. Bays;
  - v. Balconies or building overhangs; or
  - vi. Upper story windows (comprising a minimum of 50 percent of the facade).
3. At least one pedestrian, nonservice entrance into the building will be provided on each street frontage or provided at the building corner.
4. Variation of exterior building material between the ground and upper floors of multi-story buildings.
5. All buildings with a flat roof shall use a modulated height parapet wall for wall lengths greater than 50 feet. The modulation of parapet heights is encouraged to identify building entrances.
6. All new buildings that utilize parapet walls shall include a projecting cornice detail to create a prominent edge.
7. Public street and sidewalk improvements are required per Richland Municipal Code to implement approved street cross-sections. Curb cuts are encouraged to be located adjacent to property lines and shared with adjacent properties, via joint access agreement.
8. Service bays, loading areas, refuse dumpsters, kitchen waste receptacles, outdoor storage locations, and rooftop mechanical equipment shall be located away from public rights-of-way via site planning and screened from view with landscaping, solid screening or combination.
9. Alternative Design. In the event that a proposed building and/or site does not meet the literal standards identified in this section, or the maximum setback standards set forth in RMC 23.22.040 or the maximum parking standards set forth in RMC 23.22.050, a project representative may apply to the Richland planning commission for a deviation from these site design standards. The Richland planning commission shall consider said deviation and may approve any deviation based on its review and a determination that the application meets the following findings:
- a. That the proposal would result in a development that offers equivalent or superior site design than conformance with the literal standards contained in this section; and
  - b. The proposal addresses all applicable design standards of this section in a manner which fulfills their basic purpose and intent; and

c. The proposal is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity. [Ord. 28-05 § 1.02; Ord. 07-06; Ord. 04-09; Ord. 07-10 § 1.01; amended during 2011 recodification; Ord. 32-11 § 4; Ord. 20-16 § 1].

### **23.22.030 Commercial use districts permitted land uses.**

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.

B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter 23.46 RMC.

C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

| <b>Land Use</b>                               | <b>C-LB</b> | <b>C-1</b>     | <b>C-2</b>     | <b>C-3</b>     | <b>CBD</b>     | <b>WF</b> | <b>CR</b> | <b>CW</b>       |
|-----------------------------------------------|-------------|----------------|----------------|----------------|----------------|-----------|-----------|-----------------|
| <b>Agricultural Uses</b>                      |             |                |                |                |                |           |           |                 |
| Raising Crops, Trees, Vineyards               |             |                |                |                |                |           |           | P               |
| <b>Automotive, Marine and Heavy Equipment</b> |             |                |                |                |                |           |           |                 |
| Automotive Repair – Major                     |             |                |                | P              |                |           |           |                 |
| Automotive Repair – Minor                     |             | P              | P              | P              | S              |           |           |                 |
| Automotive Repair – Specialty Shop            |             | S              | P              | P              | S              |           |           |                 |
| Automobile Service Station                    |             | P <sup>1</sup> | P <sup>1</sup> | P <sup>1</sup> | S <sup>1</sup> |           |           |                 |
| Auto Part Sales                               |             | P              | P              | P              | S              |           |           |                 |
| Boat Building                                 |             |                |                | P              |                |           |           |                 |
| Bottling Plants                               |             |                |                | P              |                |           |           | P <sup>28</sup> |
| Car Wash – Automatic or Self-Service          |             | P <sup>2</sup> | P <sup>2</sup> | P <sup>2</sup> | S <sup>2</sup> |           |           |                 |

| Land Use                              | C-LB | C-1 | C-2            | C-3            | CBD            | WF | CR | CW |
|---------------------------------------|------|-----|----------------|----------------|----------------|----|----|----|
| Equipment Rentals                     |      |     | P              | P              |                |    |    |    |
| Farm Equipment and Supplies Sales     |      |     |                | P              |                |    |    |    |
| Fuel Station/Mini Mart                | S    | P   | P              | P              | P              |    |    |    |
| Heavy Equipment Sales and Repair      |      |     |                | P              |                |    |    |    |
| Manufactured Home Sales Lot           |      |     |                | P              |                |    |    |    |
| Marinas                               |      |     |                |                |                | P  | P  |    |
| Marine Equipment Rentals              |      |     |                | P              |                | P  | P  |    |
| Marine Gas Sales                      |      |     |                |                |                | A  | A  |    |
| Marine Repair                         |      |     |                | P              |                | P  | P  |    |
| Towing, Vehicle Impound Lots          |      |     |                | S <sup>3</sup> |                |    |    |    |
| Truck Rentals                         |      |     | P              | P              |                |    |    |    |
| Truck Stop – Diesel Fuel Sales        |      |     | S              | P              |                |    |    |    |
| Truck Terminal                        |      |     |                | P              |                |    |    |    |
| Vehicle Leasing/Renting               |      |     | P <sup>4</sup> | P              | S <sup>4</sup> |    |    |    |
| Vehicle Sales                         |      |     | P <sup>4</sup> | P              | S <sup>4</sup> |    |    |    |
| Warehousing, Wholesale Use            |      |     |                | P              |                |    |    |    |
| <b>Business and Personal Services</b> |      |     |                |                |                |    |    |    |
| Animal Shelter                        |      |     |                | S <sup>5</sup> |                |    |    |    |
| Automatic Teller Machines             | P    | P   | P              | P              | P              | P  |    | P  |
| Commercial Kennel                     |      |     |                | P <sup>5</sup> |                |    |    |    |
| Contractors' Offices                  |      | P   | P              | P              | P              |    |    |    |
| Funeral Establishments                |      |     | P              | P              |                |    |    |    |
| General Service Businesses            | A    | P   | P              | P              | P              | P  |    |    |
| Health/Fitness Facility               | A    | P   | P              | P              | P              | A  | P  |    |
| Health/Fitness Center                 |      |     | P              | P              | P              |    | P  |    |
| Health Spa                            |      | P   | P              | P              | P              | P  |    | P  |
| Hospital/Clinic – Large Animal        |      |     |                | S <sup>5</sup> |                |    |    |    |
| Hospital/Clinic – Small Animal        |      |     | S <sup>5</sup> | P <sup>5</sup> | P              |    |    |    |

| Land Use                                          | C-LB            | C-1             | C-2             | C-3                | CBD               | WF                | CR              | CW              |
|---------------------------------------------------|-----------------|-----------------|-----------------|--------------------|-------------------|-------------------|-----------------|-----------------|
| Laundry/Dry Cleaning, Com.                        |                 |                 |                 | P                  | P <sup>29</sup>   |                   |                 |                 |
| Laundry/Dry Cleaning, Neighborhood                |                 | P               | P               | P                  | P                 |                   |                 |                 |
| Laundry/Dry Cleaning, Retail                      | P               | P               | P               | P                  | P                 | P                 |                 |                 |
| Laundry – Self-Service                            |                 | P               | P               | P                  | P                 |                   |                 |                 |
| Mini-Warehouse                                    |                 |                 |                 | P <sup>6, 31</sup> |                   |                   |                 |                 |
| Mailing Service                                   | P               | P               | P               | P                  | P                 | P                 |                 |                 |
| Personal Loan Business                            | P               | P               | P               | P                  | P                 |                   |                 |                 |
| Personal Services Businesses                      | A               | P               | P               | P                  | P                 | P                 |                 |                 |
| Photo Processing, Copying and Printing Services   | P               | P               | P               | P                  | P                 | P                 |                 |                 |
| Telemarketing Services                            | P               |                 | P               | P                  | P                 |                   |                 |                 |
| Video Rental Store                                |                 | P               | P               | P                  | P                 | P                 |                 | P               |
| <b>Food Service</b>                               |                 |                 |                 |                    |                   |                   |                 |                 |
| Cafeterias                                        | A               |                 | A               | A                  | A                 | A                 | A               |                 |
| Delicatessen                                      | P               | P               | P               | P                  | P                 | P                 | P               | P               |
| Drinking Establishments                           |                 | P <sup>7</sup>  | P               | P                  | P                 | P                 | P               | P               |
| Micro-Brewery                                     |                 |                 | P               | P                  | P                 | P                 | P               | P               |
| Portable Food Vendors <sup>26</sup>               | A <sup>27</sup> | A <sup>27</sup> | A <sup>27</sup> | A <sup>27</sup>    | A <sup>27</sup>   | A <sup>27</sup>   | A <sup>27</sup> | A <sup>28</sup> |
| Restaurants/Drive-Through                         |                 | S <sup>8</sup>  | P <sup>8</sup>  | P <sup>8</sup>     | S <sup>8, 9</sup> | S <sup>8, 9</sup> |                 |                 |
| Restaurants/Lounge                                |                 | P <sup>7</sup>  | P               | P                  | P                 | P                 | P               | P               |
| Restaurants/Sit Down                              | A               | P               | P               | P                  | P                 | P                 | P               | P               |
| Restaurants/Take Out                              |                 | P               | P               | P                  | P                 | P                 |                 | P               |
| Restaurants with Entertainment/Dancing Facilities |                 | P <sup>7</sup>  | P               | P                  | P                 | P                 | P               | P               |
| Vehicle-Based Food Service                        |                 | P <sup>30</sup> | P <sup>30</sup> | P <sup>30</sup>    | P <sup>30</sup>   | P <sup>30</sup>   |                 |                 |
| Wineries – Tasting Room                           |                 | P <sup>7</sup>  | P               | P                  | P                 | P                 | P               | P               |
| <b>Industrial/Manufacturing Uses</b>              |                 |                 |                 |                    |                   |                   |                 |                 |
| Laundry and Cleaning Plants                       |                 |                 |                 | P                  |                   |                   |                 | P <sup>28</sup> |
| Light Manufacturing Uses                          |                 |                 |                 | P                  |                   |                   |                 | P <sup>28</sup> |



| Land Use                                                              | C-LB            | C-1               | C-2             | C-3             | CBD               | WF              | CR              | CW              |
|-----------------------------------------------------------------------|-----------------|-------------------|-----------------|-----------------|-------------------|-----------------|-----------------|-----------------|
| Warehousing and Distribution Facilities                               |                 |                   |                 | P               |                   |                 |                 | p <sup>28</sup> |
| Wholesale Facilities and Operations                                   |                 |                   |                 | P               |                   |                 |                 | p <sup>28</sup> |
| Wineries – Production                                                 |                 |                   |                 | P               |                   |                 |                 | P               |
| <b>Office Uses</b>                                                    |                 |                   |                 |                 |                   |                 |                 |                 |
| Financial Institutions                                                | P               | P/S <sup>22</sup> | P               | P               | P/S <sup>22</sup> | P               |                 |                 |
| Medical, Dental and Other Clinics                                     | P               | P                 | P               | P               | P                 | P               |                 |                 |
| Newspaper Offices and Printing Works                                  |                 |                   | P               | P               | P                 |                 |                 |                 |
| Office – Consulting Services                                          | P               | P                 | P               | P               | P                 | P               |                 | p <sup>28</sup> |
| Office – Corporate                                                    | P               |                   | P               | P               | P                 | P               |                 | p <sup>28</sup> |
| Office – General                                                      | P               | P                 | P               | P               | P                 | P               |                 | p <sup>28</sup> |
| Office – Research and Development                                     | P               |                   | P               | P               | P                 |                 |                 | p <sup>28</sup> |
| Radio and Television Studios                                          |                 |                   | P               | P               | P                 |                 |                 |                 |
| Schools, Commercial                                                   | P               |                   | P               | P               | P                 | P               |                 |                 |
| Schools, Trade                                                        |                 |                   | P               | P               | P                 |                 |                 | p <sup>28</sup> |
| Travel Agencies                                                       | P               | P                 | P               | P               | P                 | P               |                 |                 |
| <b>Public/Quasi-Public Uses</b>                                       |                 |                   |                 |                 |                   |                 |                 |                 |
| Churches                                                              | p <sup>10</sup> | p <sup>10</sup>   | p <sup>10</sup> | p <sup>10</sup> | P                 | p <sup>10</sup> |                 |                 |
| Clubs or Fraternal Societies                                          | p <sup>10</sup> | p <sup>10</sup>   | p <sup>10</sup> | p <sup>10</sup> | p <sup>10</sup>   | p <sup>10</sup> |                 |                 |
| Cultural Institutions                                                 | p <sup>10</sup> | p <sup>10</sup>   | p <sup>10</sup> |                 | p <sup>10</sup>   | p <sup>10</sup> |                 | p <sup>10</sup> |
| General Park O&M Activities                                           | P               | P                 | P               | P               | P                 | P               | P               | P               |
| Hospitals                                                             | P               |                   | P               | P               | P                 |                 |                 |                 |
| Passive Open Space Use                                                | P               | P                 | P               | P               | P                 | P               | P               | P               |
| Power Transmission and Irrigation Wasteway Easements and Utility Uses | p <sup>11</sup> | p <sup>11</sup>   | p <sup>11</sup> | p <sup>11</sup> | p <sup>11</sup>   | p <sup>11</sup> | p <sup>11</sup> | p <sup>11</sup> |
| Public Agency Buildings                                               | P               | P                 | P               | P               | P                 | P               | P               |                 |

| Land Use                                                                                                        | C-LB            | C-1             | C-2             | C-3             | CBD             | WF              | CR              | CW              |
|-----------------------------------------------------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Public Agency Facilities                                                                                        | P <sup>11</sup> | P <sup>11</sup> | P <sup>11</sup> | P <sup>11</sup> | P <sup>11</sup> | P <sup>11</sup> | P <sup>11</sup> | P <sup>11</sup> |
| Public Campgrounds                                                                                              |                 |                 |                 | S               |                 |                 | S               |                 |
| Public Parks                                                                                                    | P               | P               | P               | P               | P               | P               | P               | P               |
| Schools                                                                                                         | P <sup>12</sup> | P <sup>12</sup> | P <sup>12</sup> | P <sup>12</sup> | P <sup>12</sup> | P <sup>12</sup> |                 |                 |
| Schools, Alternative                                                                                            | P <sup>13</sup> | P <sup>13</sup> | P <sup>13</sup> | P <sup>13</sup> | P <sup>13</sup> |                 |                 |                 |
| Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings | P               | P               | P               | P               | P               | P               | P               | P               |
| Trail Head Facilities                                                                                           | P               | P               | P               | P               | P               | P               | P               | P               |
| Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use                                                  | P               | P               | P               | P               | P               | P               | P               | P               |
| <b>Recreational Uses</b>                                                                                        |                 |                 |                 |                 |                 |                 |                 |                 |
| Art Galleries                                                                                                   |                 |                 | P               | P               | P               | P               | P               | P               |
| Arcades                                                                                                         |                 | P               | P               | P               | P               | P               | P               |                 |
| Boat Mooring Facilities                                                                                         |                 |                 |                 |                 |                 | P               | P               |                 |
| Cinema, Indoor                                                                                                  |                 |                 | P               | P               | P               | P               | P               |                 |
| Cinema, Drive-In                                                                                                |                 |                 | P               | P               |                 |                 |                 |                 |
| Commercial Recreation, Indoor                                                                                   |                 | S <sup>7</sup>  | P               | P               | P               | P               | P               |                 |
| Commercial Recreation, Outdoor                                                                                  |                 |                 | P               | P               |                 | P               | P               |                 |
| House Banked Card Rooms                                                                                         |                 |                 |                 | P <sup>14</sup> | P <sup>14</sup> | P <sup>14</sup> | P <sup>14</sup> |                 |
| Recreational Vehicle Campgrounds                                                                                |                 |                 |                 | S <sup>15</sup> |                 |                 | S <sup>15</sup> |                 |
| Recreational Vehicle Parks                                                                                      |                 |                 |                 | S <sup>16</sup> |                 |                 | S <sup>16</sup> |                 |
| Stable, Public                                                                                                  |                 |                 |                 | S <sup>17</sup> |                 |                 |                 |                 |
| Theater                                                                                                         |                 | P <sup>7</sup>  | P               | P               | P               | P               | P               | P               |
| <b>Residential Uses</b>                                                                                         |                 |                 |                 |                 |                 |                 |                 |                 |
| Accessory Dwelling Unit                                                                                         |                 | A               | A               | A               | A               | A               |                 | A               |
| Apartment, Condominium (3 or more units)                                                                        | P               |                 | P <sup>18</sup> |                 | P               | P               |                 |                 |
| Assisted Living Facility                                                                                        | P               |                 | P               |                 | P <sup>18</sup> | P               |                 |                 |

| Land Use                                            | C-LB            | C-1               | C-2             | C-3             | CBD             | WF              | CR | CW              |
|-----------------------------------------------------|-----------------|-------------------|-----------------|-----------------|-----------------|-----------------|----|-----------------|
| Bed and Breakfast                                   | P               | P                 | P               | P               | P               | P               | P  | P               |
| Day Care Center                                     | P <sup>19</sup> | P <sup>19</sup>   | P <sup>19</sup> | P <sup>19</sup> | P <sup>19</sup> | P <sup>19</sup> |    |                 |
| Dormitories, Fraternities, and Sororities           | P               |                   |                 |                 | P               | P               |    |                 |
| Dwelling, One-Family Attached                       |                 |                   |                 |                 |                 | P <sup>25</sup> |    |                 |
| Dwelling, Two-Family Detached                       |                 |                   |                 |                 |                 | P               |    |                 |
| Dwelling Units for a Resident Watchman or Custodian |                 |                   |                 | A               |                 |                 |    | P <sup>28</sup> |
| Emergency Housing                                   | P               |                   | P               | P               | P               | P               | P  | P               |
| Emergency Shelters                                  | P               |                   | P               | P               | P               | P               | P  | P               |
| Family Day Care Home                                | P <sup>19</sup> |                   |                 |                 |                 | P <sup>19</sup> |    |                 |
| Houseboats                                          |                 |                   |                 |                 |                 | P               | P  |                 |
| Hotels or Motels                                    | P               |                   | P               | P               | P               | P               | P  | P               |
| Nursing or Rest Home                                | P               |                   | P               |                 | P <sup>18</sup> | P               |    |                 |
| Permanent Supportive Housing                        | P               |                   | P               | P               | P               | P               | P  | P               |
| Recreational Club                                   | A               |                   |                 |                 | A               | A               |    |                 |
| Senior Housing                                      | P               |                   |                 |                 | P <sup>18</sup> | P               |    |                 |
| Temporary Residence                                 | P <sup>20</sup> | P <sup>20</sup>   | P <sup>20</sup> | P <sup>20</sup> | P <sup>20</sup> | P <sup>20</sup> |    | P               |
| Transitional Housing                                | P               |                   | P               | P               | P               | P               | P  | P               |
| <b>Retail Uses</b>                                  |                 |                   |                 |                 |                 |                 |    |                 |
| Adult Use Establishments                            |                 |                   |                 | P <sup>21</sup> |                 |                 |    |                 |
| Apparel and Accessory Stores                        |                 | P                 | P               | P               | P               | P               |    | P               |
| Auto Parts Supply Store                             |                 | P                 | P               | P               | P               |                 |    |                 |
| Books, Stationery and Art Supply Stores             | A               | P                 | P               | P               | P               | P               |    | P               |
| Building, Hardware, Garden Supply Stores            |                 | P                 | P               | P               | P               |                 |    |                 |
| Department Store                                    |                 |                   | P               | P               | P               |                 |    |                 |
| Drug Store/Pharmacy                                 | A               | P/S <sup>22</sup> | P               | P               | P               | P               |    |                 |
| Electronic Equipment Stores                         |                 | P                 | P               | P               | P               | P               |    |                 |

| Land Use                                         | C-LB | C-1             | C-2             | C-3               | CBD             | WF | CR | CW              |
|--------------------------------------------------|------|-----------------|-----------------|-------------------|-----------------|----|----|-----------------|
| Food Stores                                      |      | P               | P               | P                 | P               | P  |    |                 |
| Florist                                          |      | P               | P               | P                 | P               | P  |    | P               |
| Furniture, Home Furnishings and Appliance Stores |      | P               | P               | P                 | P               |    |    |                 |
| Landscaping Material Sales                       |      |                 | A               | P                 |                 |    |    |                 |
| Lumberyards                                      |      |                 |                 | P                 |                 |    |    |                 |
| Nursery, Plant                                   |      |                 |                 | P                 |                 |    |    | P               |
| Office Supply Store                              | A    | P               | P               | P                 | P               | P  |    |                 |
| Outdoor Sales                                    |      |                 |                 | P                 |                 |    |    |                 |
| Parking Lot or Structure                         | P    | P               | P               | P                 | A               | P  |    | P               |
| Pawn Shop                                        |      |                 |                 | P                 |                 |    |    |                 |
| Pet Shop and Pet Supply Stores                   |      | P               | P               | P                 | P               |    |    |                 |
| Retail Hay, Grain and Feed Stores                |      |                 |                 | P                 |                 |    |    |                 |
| Secondhand Store                                 |      |                 | P               | P                 | P               | P  |    |                 |
| Specialty Retail Stores                          |      | P               | P               | P                 | P               | P  |    | P               |
| <b>Miscellaneous Uses</b>                        |      |                 |                 |                   |                 |    |    |                 |
| Bus Station                                      |      |                 |                 | P                 | P               |    |    |                 |
| Bus Terminal                                     |      |                 |                 | P                 | P               |    |    |                 |
| Bus Transfer Station                             | P    |                 | P               | P                 | P               |    | P  |                 |
| Cemetery                                         | P    |                 | P               | P                 |                 |    |    |                 |
| Community Festivals and Street Fairs             | P    | P               | P               | P                 | P               | P  | P  | P               |
| Convention Center                                | P    |                 | P               | P                 | P               | P  | P  |                 |
| Macrofacilities                                  | P    | P               | P               | P                 | P               | P  | P  | P               |
| Monopole                                         |      |                 | S <sup>23</sup> | P/S <sup>23</sup> | S <sup>23</sup> |    |    |                 |
| On-Site Hazardous Waste Treatment and Storage    | A    | A               | A               | A                 | A               | A  | A  | A               |
| Outdoor Storage                                  |      | A <sup>24</sup> | A <sup>24</sup> | P <sup>24</sup>   |                 |    |    |                 |
| Storage in an Enclosed Building                  | A    | A               | A               | A                 | A               | A  | A  | A <sup>28</sup> |

1. RMC 23.42.280
2. RMC 23.42.270
3. RMC 23.42.320
4. RMC 23.42.330
5. RMC 23.42.040
6. RMC 23.42.170
7. RMC 23.42.053
8. RMC 23.42.047
9. RMC 23.42.055
10. RMC 23.42.050
11. RMC 23.42.200
12. RMC 23.42.250
13. RMC 23.42.260
14. RMC 23.42.100
15. RMC 23.42.230
16. RMC 23.42.220
17. RMC 23.42.190
18. Use permitted on upper stories of multistory buildings, if main floor is used for commercial or office uses.
19. RMC 23.42.080
20. RMC 23.42.110
21. RMC 23.42.030
22. Use permitted, requires special use permit with drive-through window.
23. Chapter 23.62 RMC
24. RMC 23.42.180
25. RMC 23.18.025
26. See definition, RMC 23.06.780.
27. RMC 23.42.185
28. Activities permitted only when directly related to and/or conducted in support of winery operations.
29. Within the central business district (CBD), existing commercial laundry/dry cleaning uses, established and operating at the time the CBD district was established, are allowed as a permitted use. All use of the land and/or buildings necessary and incidental to that of the commercial laundry/dry cleaning use, and existing at the effective date of the CBD district, may be continued. Commercial laundry/dry cleaning uses not established and operating at the time the CBD district was established are prohibited.
30. RMC 23.42.325
31. Mini-warehouse uses are prohibited in the Horn Rapids employment center.  
[Ord. 28-05 § 1.02; Ord. 15-07; Ord. 04-09; Ord. 07-10 § 1.02; amended during 2011 recodification; Ord. 32-11 § 5; Ord. 48-17 § 2; Ord. 07-19 § 6; Ord. 15-21 § 1, 2021; Ord. 2022-19 § 4; Ord. 2024-46 § 1].

**23.22.040 Site requirements and development standards for commercial use districts.**

In the following chart, development standards are listed on the vertical axis. Zoning districts are listed on the horizontal axis. The number appearing in the box at the intersection of the column and row represents the dimensional standard that applies to that zoning district.

| <b>Standard</b>                                                       | <b>C-LB</b>           | <b>C-1</b>           | <b>C-2</b>          | <b>C-3</b>          | <b>CBD</b>                                                                                                     | <b>WF</b>                                               | <b>CR</b>                | <b>CW</b>             |
|-----------------------------------------------------------------------|-----------------------|----------------------|---------------------|---------------------|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|--------------------------|-----------------------|
| Minimum Lot Area                                                      | None                  | None                 | None                | None                | None                                                                                                           | None                                                    | None                     | None                  |
| Maximum Density – Multifamily Dwellings (units:square feet)           | 1:1,500               | N/A                  | N/A                 | N/A                 | None                                                                                                           | 1:1,000                                                 | N/A                      | N/A                   |
| Minimum Lot Width – One-Family Attached Dwellings                     | N/A                   | N/A                  | N/A                 | N/A                 | N/A                                                                                                            | 30 feet                                                 | N/A                      | N/A                   |
| Minimum Front Yard Setback <sup>14</sup>                              | 20 feet               | 45 feet <sup>1</sup> | 0 feet <sup>2</sup> | 0 feet <sup>2</sup> | CBD, Parkway, Uptown Districts: 0 feet min. – 20 feet max. <sup>3,11,13</sup><br>Medical District: 0 feet min. | Note 4,5                                                | Note 4                   | 20 feet               |
| Minimum Side Yard Setback                                             | 0 feet <sup>6</sup>   | 0 feet <sup>7</sup>  | None                | None                | 0 feet <sup>6,8</sup>                                                                                          | 0 feet <sup>5,9</sup>                                   | 0 feet                   | 0 feet <sup>6,8</sup> |
| Minimum Rear Yard Setback                                             | 0 feet <sup>6,8</sup> | 0 feet <sup>7</sup>  | None                | None                | 0 feet <sup>6,8</sup>                                                                                          | 0 feet <sup>5,8,10</sup>                                | 0 feet                   | 0 feet <sup>6,8</sup> |
| Maximum Building Height <sup>14, 15</sup>                             | 55 feet               | 30 feet              | 80 feet             | 80 feet             | CBD: 110 feet<br>Medical: 140 feet<br>Parkway: 50 feet<br>Uptown: 50 feet                                      | 55 feet <sup>12</sup><br>Columbia Point North: 100 feet | 35/55 feet <sup>12</sup> | 35 feet               |
| Minimum Dwelling Unit Size (in square feet, excluding porches, decks, | 500 feet              | N/A                  | N/A                 | N/A                 | N/A                                                                                                            | 500 feet                                                | N/A                      | N/A                   |

| <b>Standard</b>          | <b>C-LB</b> | <b>C-1</b> | <b>C-2</b> | <b>C-3</b> | <b>CBD</b> | <b>WF</b> | <b>CR</b> | <b>CW</b> |
|--------------------------|-------------|------------|------------|------------|------------|-----------|-----------|-----------|
| balconies and basements) |             |            |            |            |            |           |           |           |

1. Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.
2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.
3. Unless a greater setback is required by Chapter 12.11 RMC, Intersection Sight Distance.
4. Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.
5. In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC 23.18.040.
6. In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:
  - a. Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.
  - b. Buildings that are within 50 feet of any property that is zoned for single-family residential use in commercial limited business (C-LB) and the commercial winery (CW) districts and buildings that are within 50 feet of any property that is zoned for and currently developed with a single-family residential use in the central business district (CBD) (as defined in footnote (6)(a)) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the C-LB, CW and CBD zoning districts, respectively.
  - c. A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use, or currently zoned for and developed with a single-family residential use in the CBD district. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC 23.54.140.
  - d. In the C-LB and CW districts, a 20-foot setback shall be provided for any side yard that adjoins a street.

7. Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 15-foot setback. Lots adjoining a street shall maintain a minimum 20-foot setback. Required side or rear yards shall be landscaped or covered with a hard surface, or a combination of both. No accessory buildings or structures shall be located in such yards unless otherwise permitted by this title.
8. No minimum required, except parking shall be set back a minimum of five feet to accommodate required landscape screening as required under RMC 23.54.140.
9. Side Yard. No minimum, except parking shall be set back a minimum of five feet, and buildings used exclusively for residences shall maintain at least one foot of side yard for each three feet or portion thereof of building height. Side yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
10. No minimum, except parking shall be set back a minimum of five feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC 23.22.020(E)(9).
12. All buildings that are located in both the waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland shoreline master program (RMC Title 26). Buildings in the WF district that are not subject to the Richland shoreline master program shall not exceed a height of 55 feet unless located within the Columbia Point North District established by footnote 15 and depicted on Plate No. 4.
13. Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.
14. The medical, uptown and parkway districts of the CBD zoning district are established as shown by Plates 23.22.040(1), (2) and (3).
15. The Columbia Point North District of the Waterfront Zoning District is established as shown by Plate 23.22.040(4).
16. The Horn Rapids employment center is established as shown by Plate 23.22.040(5).



PLATE NO. 1 - 23.22.040

PLATE 1

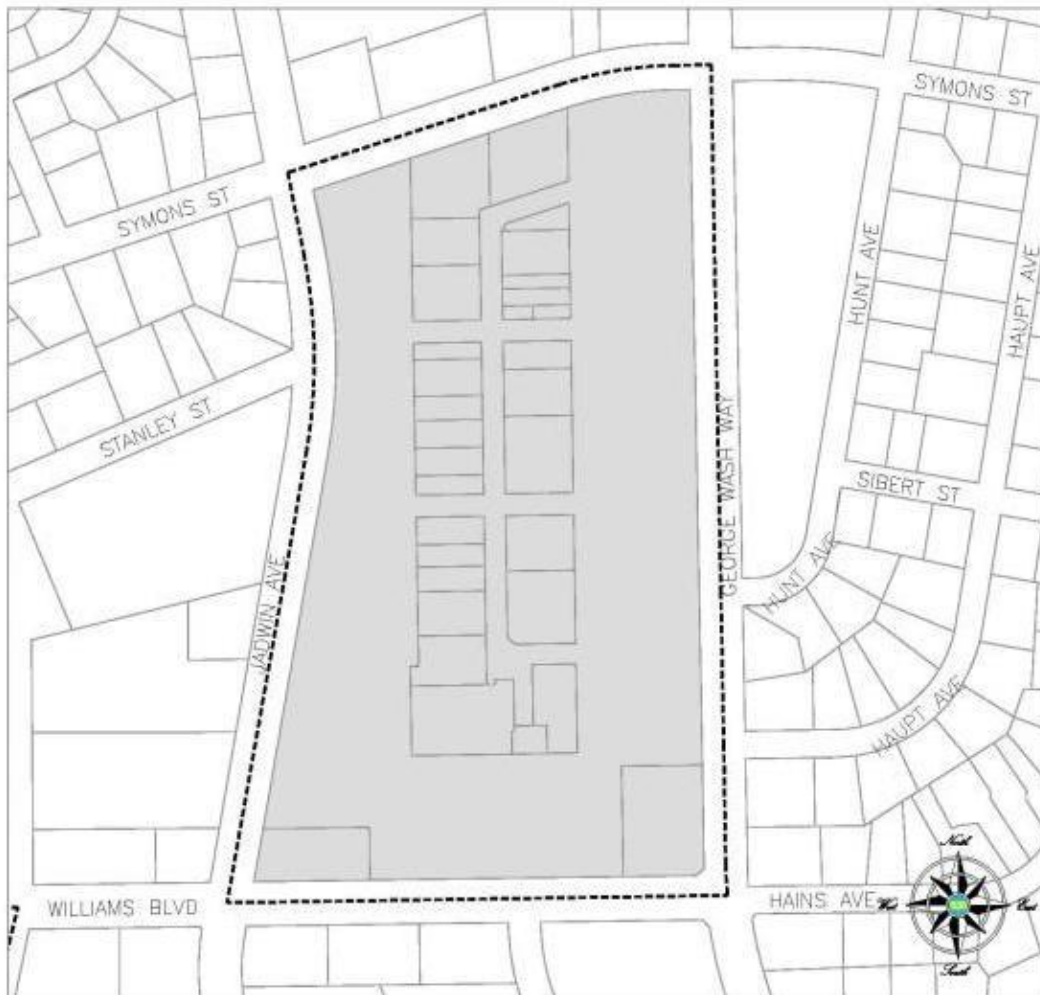


CBD - MEDICAL DISTRICT

DRAFT

**PLATE NO. 2 - 23.22.040**

**PLATE 2**

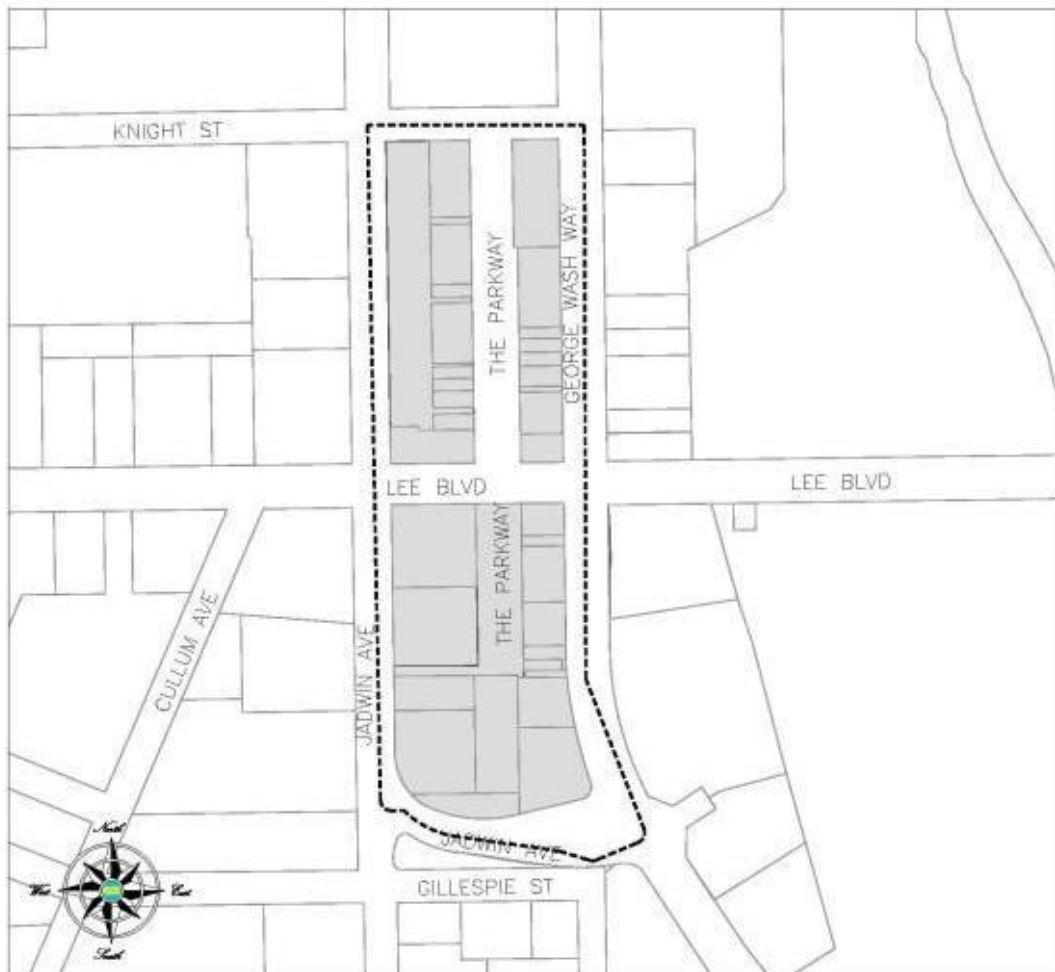


**CBD - UPTOWN DISTRICT**

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**PLATE NO. 3 - 23.22.040**

**PLATE 3**

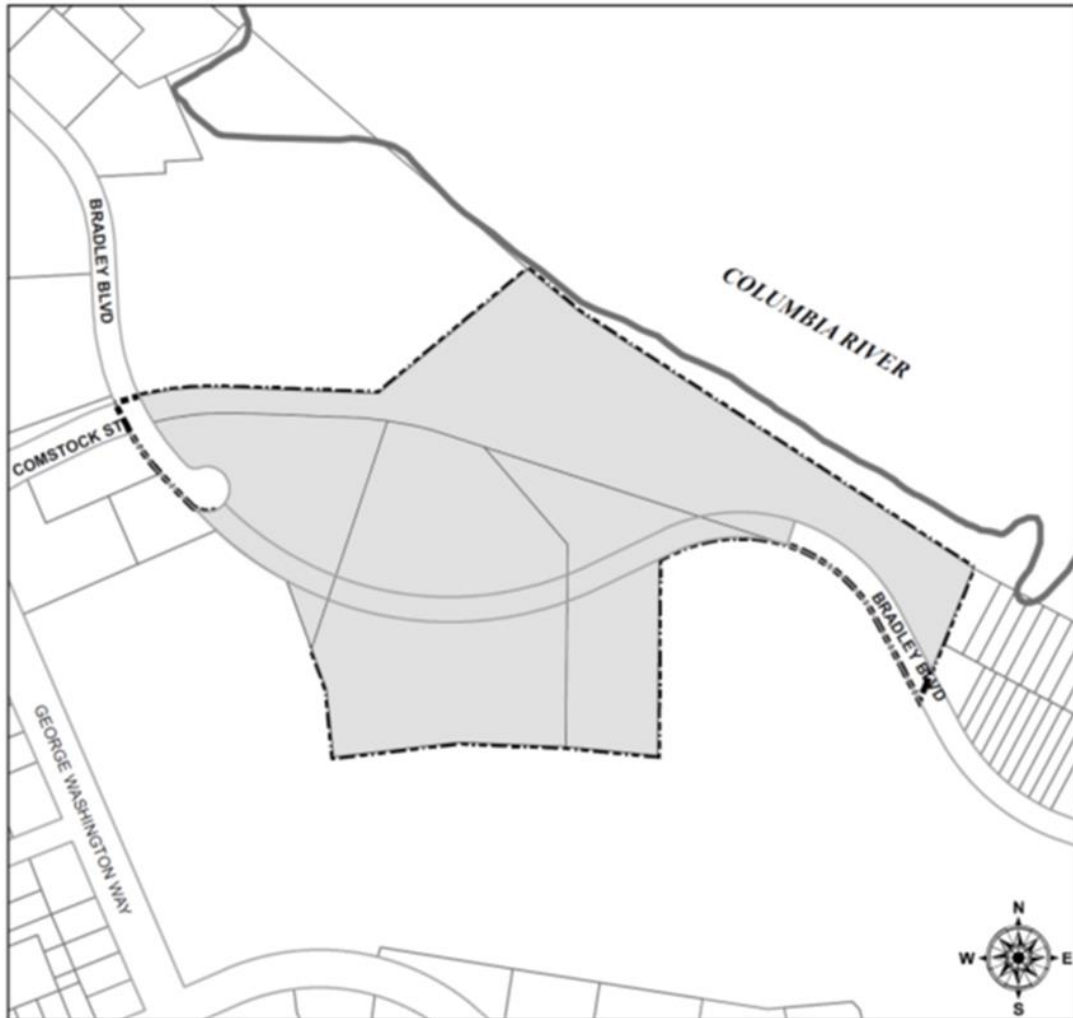


**CBD - THE PARKWAY DISTRICT**

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**PLATE NO.4 - 23.22.040**

**PLATE 4**



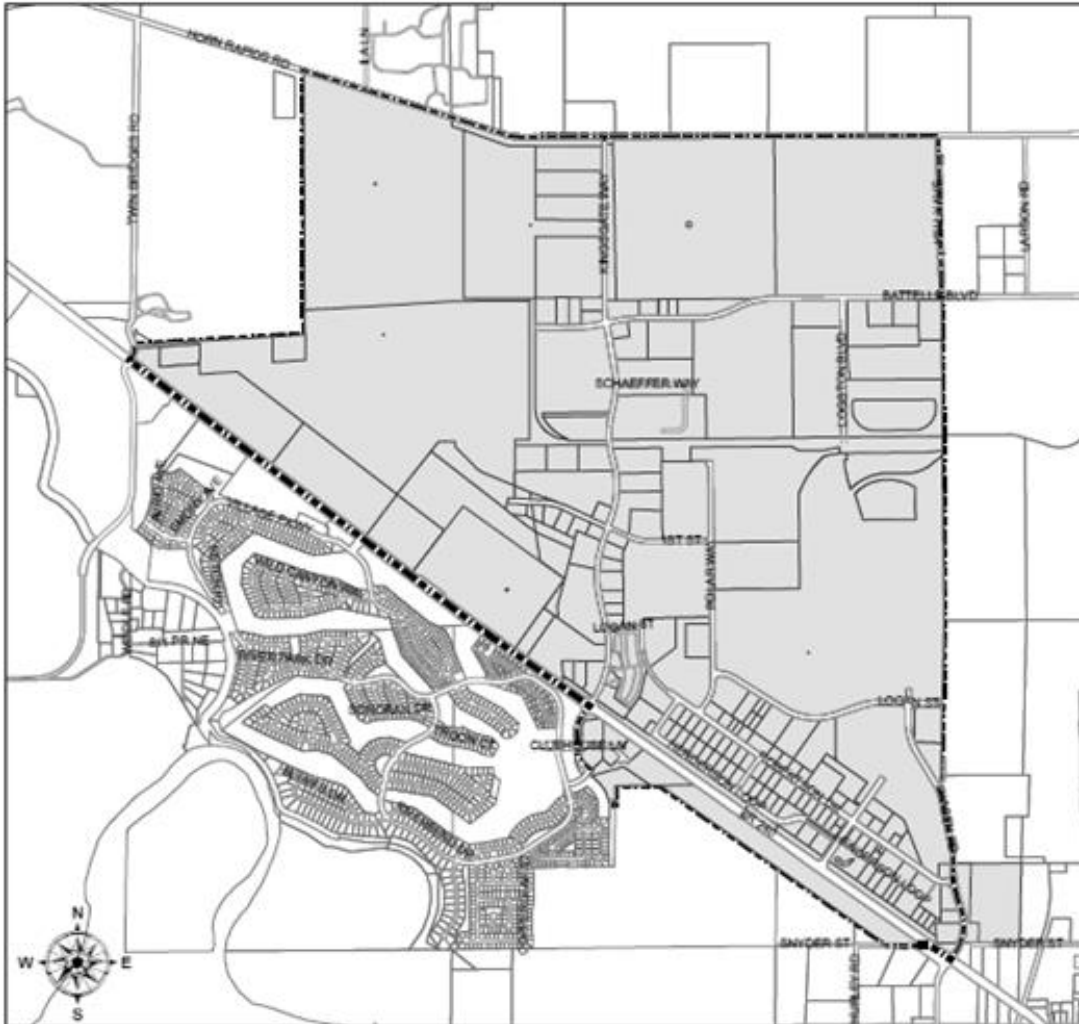
**WF - COLUMBIA POINT NORTH**

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**PLATE NO. 5 - 23.22.040**

**PLATE 5**



**HORN RAPIDS EMPLOYMENT CENTER**

[Ord. 28-05 § 1.02; Ord. 04-09; Ord. 07-10 § 1.03; amended during 2011 recodification; Ord. 32-11 § 6; Ord. 13-21 § 1; Ord. 15-21 § 2, 2021; Ord. 2024-38 § 1, 2024; Ord. 2024-46 § 2].

### **23.22.050 Parking standards for commercial use districts.**

A. Off-street parking space shall be provided in all commercial zones in compliance with the requirements of Chapter 23.54 RMC.

~~B. Central Business District Off Street Parking. All uses have a responsibility to provide parking. The parking responsibility for any new use or change in use shall be determined in accordance with the requirements of Chapter 23.54 RMC. The maximum number of parking spaces provided on-site shall not exceed 125 percent of the minimum required parking as specified in Chapter 23.54 RMC; provided, that any number of parking spaces beyond the established maximum may be approved by the planning commission subject to RMC 23.22.020(E)(9) (Alternative Design).~~

~~1. The off-street parking requirement may be reduced as follows:~~

~~a. The planning commission may reduce the parking responsibility as provided by RMC 23.54.080, joint use; and/or~~

~~b. Within a 600-foot radius of the property, and within the CBD zoning district, a 25 percent credit will be provided for each on-street parking space and/or for each off-street parking space located in a city-owned public parking lot. The allowed combined reduction in required off-street parking shall not exceed 50 percent of the overall off-street parking requirement (including any reductions contained in RMC 23.54.080). Example: one off-street space will be credited if four on-street spaces are located within 600 feet of the property. Parking space dimensions are found in RMC 23.54.120. Only those streets designated for on-street parking shall be considered for the credit. Curb cuts, driveways, hydrant frontages, and similar restricted parking areas shall be excluded from the calculation.~~

~~2. Any parking lot that has frontage on a public street or accessway shall be screened with a combination of trees planted at no less than 30 feet on center and shrubs planted to form a uniform hedge within five years. A masonry wall not lower than 18 inches and not higher than 36 inches may be substituted for the shrubs. The landscaping and masonry wall, if used, shall be at no greater setback than the maximum setback for a front or street side (RMC 23.22.040). Masonry walls are subject to the performance standards found in RMC 23.22.020(E), and must be granted approval by the public works director for compliance with vision clearance requirements for traffic safety before installation. [Ord. 28-05 § 1.02; Ord. 04-09; Ord. 07-10 § 1.02; amended during 2011 recodification].~~

Section 3 Chapter 23.54 of the Richland Municipal Code, entitled Off-street parking and landscaping, as first enacted by recodification occurring through Ordinance No. 28-05, and last amended by Ordinance No. 10-21, is hereby amended as follows:

## Chapter 23.54

### OFF-STREET PARKING AND LANDSCAPING

#### Sections:

- 23.54.010 Off-street parking required.
- 23.54.020 Standards and requirements.
- 23.54.030 Unspecified uses.
- 23.54.040 Motorcycles.
- 23.54.050 Bicycles.
- 23.54.055 Compact car spaces.
- 23.54.060 Mixed occupancies.
- 23.54.070 Joint use of parking facilities – Continuance assured.
- 23.54.080 Joint use of parking facilities – Spaces required.
- 23.54.090 Location of parking spaces.
- 23.54.100 Spaces lost for access.
- 23.54.110 Improvement of parking spaces.
- [23.54.115 Tandem parking.](#)
- 23.54.120 Layout plan.
- 23.54.130 Loading and unloading.
- 23.54.140 Landscaping of parking facilities.
- 23.54.150 Adjustments of landscaping standards.
- 23.54.160 Perimeter landscaping of industrial facilities.

#### **23.54.010 Off-street parking required.**

In all use districts, [except for Central Business District \(CBD\) and Columbia Point North Waterfront District as outlined in RMC 23.22.010\(F\) and 23.22.040 Plate 4 respectively, which are hereby exempted from the parking requirements established in 23.54.020](#), space for the off-street parking of vehicles shall be provided and improved for use in accordance with the following:

A. For all new construction and development, off-street parking shall be provided in accordance with the requirements set forth in this chapter.

B. When any existing building or use is enlarged, expanded or altered to effect an arrangement of space or use which increases the required number of spaces by more than 10 percent over the number required by the building or use prior to the change or alteration, off-street parking shall be provided in accordance with the requirements set forth in this chapter; provided, that if the number of additional required parking spaces from any such enlargement, expansion or alteration is four or less, no additional off-street parking need be provided or improved. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

[C. There shall be no minimum required parking spaces, as established in RMC 23.54.020, for](#)

1. Residences under 1,200 square feet Gross Floor Area (GFA);
2. Commercial spaces under 3,000 square feet of GFA;
3. Affordable housing;
4. Senior housing.
5. Day care centers;
6. Ground level nonresidential spaces in mixed-use buildings;
7. A building undergoing a change of use from a nonresidential to a residential use, or a change of use for a commercial use;

**23.54.020 Standards and requirements.**

The minimum required parking spaces for the respective uses shall be as follows:

| A.                      | Residential Uses                                                                                                                                                                                         | Number of Parking Stalls Required                                                                                                                                                          |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.                      | <del>Single-family attached and detached dwellings, manufactured homes, condominiums and duplexes</del> Dwelling, Single Family attached, detached and accessory, Condominiums, and Accessory Apartments | <del>2 spaces per dwelling unit.</del> <u>1 space per dwelling unit.</u>                                                                                                                   |
| 2.                      | <del>Multiple family complexes Apartments, studio</del> Dwelling, multifamily, and rooming houses, boardinghouses, and dormitories                                                                       | <del>1.5 spaces per dwelling unit.</del> <u>1 space per dwelling unit.</u> <u>0.5 spaces per dwelling unit.</u>                                                                            |
| 3.                      | Senior housing                                                                                                                                                                                           | <del>1 space per 2 dwelling units.</del>                                                                                                                                                   |
| 4.                      | <del>Rooming houses, boardinghouses and dormitories</del>                                                                                                                                                | <del>1 space per person capacity.</del>                                                                                                                                                    |
| <del>5.</del> <u>3.</u> | Hotels and motels                                                                                                                                                                                        | 1 space/ <u>per guest</u> room, plus required space for any restaurant (1 space per <del>100</del> <u>500</u> square feet of GFA*), plus 50% of required spaces for other associated uses. |
| B.                      | Institutional Uses                                                                                                                                                                                       | Number of Parking Stalls Required                                                                                                                                                          |
| 1.                      | Elementary and middle schools                                                                                                                                                                            | 2 spaces for each classroom.                                                                                                                                                               |
| 2.                      | High schools                                                                                                                                                                                             | 8 spaces for each classroom.                                                                                                                                                               |
| 3.                      | Colleges, universities and instructional facilities – adult                                                                                                                                              | 1 space per every 3 seats in classrooms.                                                                                                                                                   |
| 4.                      | <del>Day care centers</del>                                                                                                                                                                              | <del>2 spaces per staff person with a minimum of 4 spaces.</del>                                                                                                                           |
| <del>5.</del> <u>4.</u> | Churches, mortuaries and funeral homes                                                                                                                                                                   | 1 space per 4 seats in the chapel or nave.                                                                                                                                                 |
| <del>6.</del> <u>5.</u> | Rest homes, nursing homes and convalescent centers                                                                                                                                                       | 1 space per staff doctor plus 1 space for every 3 other staff plus 1 space per every 5 beds.                                                                                               |
| <del>7.</del> <u>6.</u> | Hospitals                                                                                                                                                                                                | 1 space per staff doctor, plus 1 space for every 3 other staff members, plus 1 space for every 3 beds.                                                                                     |
| <del>8.</del> <u>7.</u> | Medical and dental clinics                                                                                                                                                                               | 1 space per <del>250</del> <u>500</u> square feet of GFA.                                                                                                                                  |
| C.                      | Office Uses <sup>1</sup>                                                                                                                                                                                 | Number of Parking Stalls Required                                                                                                                                                          |

|                         |                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                       |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.                      | Banks, businesses or professional offices <u>without a drive-through</u>                                                                                                                                       | <del>1 space per 350 square feet of GFA less 3 spaces for each drive-through window up to a maximum reduction of 33% of the required spaces</del> <u>1 space per 500 square feet of GFA.</u>                                                                          |
| 2.                      | <u>Banks with a D</u> drive-through <del>windows – banks</del>                                                                                                                                                 | 6 <u>stacking</u> spaces <del>per drive-through window</del> (8' wide x 18' long) plus 1 service space and 1 exit space per <u>drive-through</u> window; <u>1 space per 500 square feet of GFA.</u>                                                                   |
| 3.                      | <u>Businesses or professional offices with a D</u> drive-through <del>windows—nonbank and nonfood</del>                                                                                                        | <del>1 service space per window plus 1 stacking space per window</del> (8' wide x 18' long) plus 1 <u>parking</u> <del>service</del> space per <u>drive-through window</u> <del>maximum number of on-duty employees;</del> <u>1 space per 500 square feet of GFA.</u> |
| <b>D.</b>               | <b>Commercial and Industrial Uses<sup>1</sup></b>                                                                                                                                                              | <b>Number of Parking Stalls Required</b>                                                                                                                                                                                                                              |
| <del>1.</del>           | <del>Food stores, markets, drugstores, liquor stores, and designed shopping centers less than 3,000 square feet GFA (exclusive of basement areas)</del>                                                        | <del>1 space per 400 square feet of GFA.</del>                                                                                                                                                                                                                        |
| <del>2.</del> <u>1.</u> | <del>Food stores, markets, drugstores, liquor stores, and designed shopping centers more than 3,000 square feet GFA (exclusive of basement areas)</del> <u>Commercial spaces over 3,000 square feet of GFA</u> | <del>1 space per 300 square feet of GFA.</del> <u>1 space per 500 square feet of GFA.</u>                                                                                                                                                                             |
| 3.                      | <del>Small appliance, personal service, hardware, household equipment, clothing and other retail stores</del>                                                                                                  | <del>1 space per 400 square feet of GFA.</del>                                                                                                                                                                                                                        |
| 4.                      | <del>Large appliance and furniture stores</del>                                                                                                                                                                | <del>1 space per 800 square feet of GFA.</del>                                                                                                                                                                                                                        |
| 5.                      | <del>Wholesale stores, warehouses, storage buildings, motor vehicle or machinery sales</del>                                                                                                                   | <del>1 space per employee, with a minimum of 4 spaces.</del>                                                                                                                                                                                                          |
| 6.                      | <del>Service stations</del>                                                                                                                                                                                    | <del>1 space per employee, plus 1 space per service bay (bay not counted as a space); with a minimum of 4 spaces.</del>                                                                                                                                               |
| 7.                      | <del>Automobile laundries and car washes</del>                                                                                                                                                                 | <del>2 spaces at the ingress and 2 spaces at the egress of each lane or washing bay.</del>                                                                                                                                                                            |
| 8.                      | <del>Self-service laundromat</del>                                                                                                                                                                             | <del>1 space per 2 washing machines.</del>                                                                                                                                                                                                                            |

|                         |                                                                                         |                                                                                                                                                                                           |
|-------------------------|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <del>9.</del> <u>2.</u> | Manufacturing                                                                           | 1 space per each 2 employees on the largest shift.                                                                                                                                        |
| <del>E.</del>           | <b>Restaurant and Tavern Uses</b>                                                       | <b>Number of Parking Stalls Required</b>                                                                                                                                                  |
| <del>1.</del> <u>3.</u> | <del>Seated customers</del> <u>Food service establishments without a drive-through</u>  | <del>1 space per 100 square feet of GFA. 1 space per 500 square feet of GFA<sup>1</sup>.</del>                                                                                            |
| <del>2.</del>           | <del>Take-out service</del>                                                             | <del>1 space per 100 square feet of GFA.</del>                                                                                                                                            |
| <del>3.</del>           | <del>Drive-in only</del>                                                                | <del>1 space per 50 square feet of GFA.</del>                                                                                                                                             |
| <del>4.</del>           | <del>Drive-in as fixed type of facility</del>                                           | <del>1 space per 100 square feet of GFA.</del>                                                                                                                                            |
| <del>5.</del> <u>4.</u> | <u>Food service establishments with a <del>D</del>drive-through</u>                     | 5 <u>stacking</u> spaces per <u>drive-through</u> window ( <u>8' wide x 18' long</u> ) with a minimum of 8 <u>stacking</u> spaces; <u>1 space per 500 square feet of GFA<sup>1</sup>.</u> |
| <u>5.</u>               | <u>Mobile vehicle food hub</u>                                                          | <u>2 spaces per food truck; 1 space per 500 square feet of GFA<sup>1</sup>.</u>                                                                                                           |
| <del>F.</del> <u>E.</u> | <b>Places of Assembly and Recreational Facilities</b>                                   | <b>Number of Parking Stalls Required</b>                                                                                                                                                  |
| 1.                      | Places of assembly, dance halls, skating rinks and exhibition halls without fixed seats | 1 space per 150 square feet of GFA.                                                                                                                                                       |
| 2.                      | Places of assembly, stadiums, sports arenas, auditoriums with fixed seats               | 1 space per 3 seats.                                                                                                                                                                      |
| 3.                      | Bowling alleys                                                                          | 5 spaces per each lane.                                                                                                                                                                   |
| 4.                      | Tennis, squash, handball, etc.                                                          | 2 spaces per court.                                                                                                                                                                       |
| 5.                      | Swimming pools                                                                          | 1 space per 50 square feet of surface water area.                                                                                                                                         |
| 6.                      | Basketball and volleyball                                                               | 6 spaces per court.                                                                                                                                                                       |
| 7.                      | Golf                                                                                    | 7 spaces per green.                                                                                                                                                                       |
| 8.                      | Indoor not previously mentioned                                                         | 1 space per 250 square feet of GFA.                                                                                                                                                       |
| 9.                      | Outdoor not previously mentioned                                                        | 1 space per 2,500 square feet of land area.                                                                                                                                               |

\*—1. If a building has multiple commercial use spaces located on a single parcel, the parking minimum shall be based on the sum of their combined GFA.

[Ord. 28-05 § 1.02; Ord. 55-15 § 3; Ord. 10-21 § 1; Ord. 21-21 § 1].

#### **23.54.030 Unspecified uses.**

In those instances where this title does not specify a parking requirement for a specific use, the administrative official shall establish the minimum requirement on a case-by-case basis. The applicant may be required to provide sufficient information to demonstrate that the parking demand for a specific use will be satisfied, based upon existing uses similar to the proposed use and other relevant factors including but not limited to required parking for the proposed use as determined by other comparable jurisdictions and based on available planning and technical studies. The administrative official may require the applicant to have a parking study for the proposed use prepared by a professional consultant with expertise in preparing traffic and parking demand analyses. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

#### **23.54.040 Motorcycles.**

Parking spaces for motorcycles shall be provided as follows:

- A. All multiple-family developments and nonresidential uses listed in RMC 23.54.020 shall provide one motorcycle space for every 25 required or provided automobile spaces, with a minimum of one space.
- B. Each motorcycle space shall be easily accessible and have adequate space for a standard size motorcycle.
- C. Spaces shall be surfaced in accordance with RMC 23.54.110.
- D. The normal automobile parking requirement may be reduced by one space for every three motorcycle spaces provided, up to a maximum reduction of five percent of the required spaces.
- E. Motorcycle parking areas shall be clearly identified with appropriate striping. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

#### **23.54.050 Bicycles.**

Parking spaces for bicycles shall be provided as follows:

- A. All commercial (office, retail, wholesale, warehousing), industrial, institutional, and recreational uses, except businesses whose main purpose is servicing automobiles, shall provide a minimum of five bicycle spaces, with an additional bicycle space for each 30 required or provided parking stalls. Schools shall provide five spaces per elementary and junior high classroom, and two spaces per high school classroom.
- B. ~~Devices shall be provided to which bicycles can be securely locked.~~ A bicycle rack shall allow for the locking of the bicycle frame and one (1) wheel to the rack and shall support a bicycle in a stable position with a minimum of two points of contact to the bicycle frame and without damage to the wheels, frame, or components. Examples of racks that meet and do not meet this requirement are shown as Plates 1 and 2 at the end of this section.



C. Spaces shall be easily accessible, large enough to park a full sized 10-speed bicycle when other bicycles are present, have a durable and dust-free surface, graded and drained, and be maintained in a trash-free manner.

D. Spaces shall be adequately illuminated during normal hours of operation.

E. Required or provided bicycle parking spaces shall be located within 50 feet of the main entrance of a building, be well lit, and visible to pedestrians and bicyclists.

PLATE 1 – Examples of bike racks that meet the design requirements

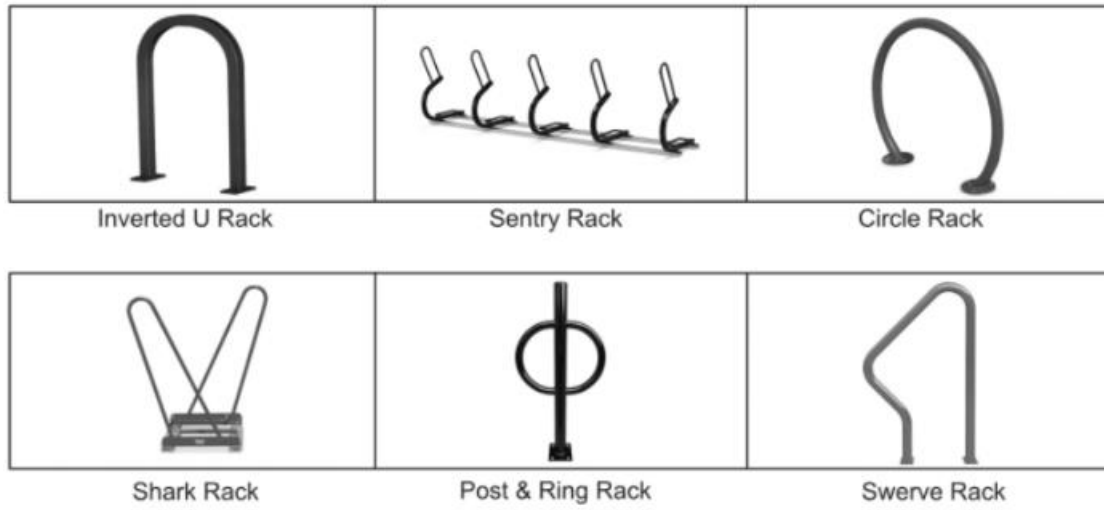
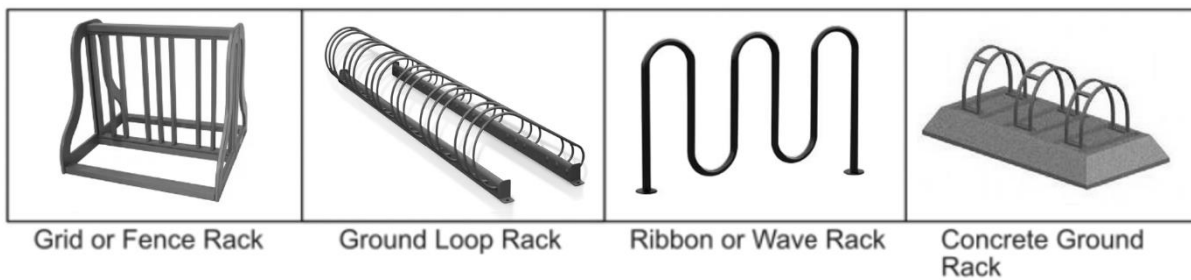


PLATE 2 – Examples of bike racks that do not meet the design requirements



[Ord. 28-05 § 1.02; Ord. 10-21 § 1].

**23.54.055 Compact car spaces.**

Any parking lot of four or more spaces may have 25 percent of the required or provided spaces marked for compact cars. Compact ~~car spaces for commercial developments must be no less than nine feet wide and 15 feet long. Multifamily development compact~~ car spaces ~~must~~shall be no less than ~~be~~ seven and one-half feet wide and 15 feet long. In addition to the dimensional al standards of this section, all compact car spaces ~~must~~shall have adequate back-up space to efficiently and safely negotiate the parking area. [Ord. 10-21 § 1].

**23.54.060 Mixed occupancies.**

In the case of mixed uses, the total requirements for off-street parking facilities shall be the sum of the requirements for the various uses computed separately. The ground level nonresidential space in mixed-use buildings has no parking requirement. Off-street parking facilities for one use

shall not be considered as providing required facilities for any other use except as hereinafter specified for a joint use. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

**23.54.070 Joint use of parking facilities – Continuance assured.**

Two or more properties may jointly use a common parking facility, provided said facility is jointly owned or otherwise secured by easement or other sufficient legal document that assures continuance of the joint use of said facility. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

**23.54.080 Joint use of parking facilities – Spaces required.**

For joint use of parking facilities, the total number of required spaces may be reduced by ~~10~~ 25 percent. ~~The number may be reduced by a total of 25 percent with the approval of the board of adjustment.~~ Under the following circumstances, further reduction may be made:

A. No more than 50 percent of the parking spaces required or provided for a theater, church, bowling alley, dance hall, bar, restaurant, or other enterprise which is primarily a nighttime or Sunday use may be supplied by the off-street parking spaces allocable to certain other types of uses specified under RMC 23.54.020.

B. No more than 50 percent of the parking spaces required or provided for a bank, business office, retail store, personal service shop, household equipment or furniture shop, or other enterprise which is primarily a daytime and non-Sunday use may be supplied by the off-street parking spaces allocable to certain nighttime or Sunday uses.

Application to the board of adjustment for more than 10 percent reduction shall be by letter, stating the reasons for the request. [Ord. 28-05 § 1.02; Ord. 24-14 § 1.01; Ord. 10-21 § 1].

**23.54.090 Location of parking spaces.**

Required or provided off-street parking spaces shall be located as follows:

A. For any type of dwelling: on the same lot with the building to be served.

B. For any other use except one served by an approved joint-use parking facility: on the same lot with, or not more than ~~300~~ 500 feet from, the building or use to be served.

C. For a use served by an approved joint-use parking facility: on the same lot with, or not more than 800 feet from, the building or use to be served.

D. For a planned shopping center: in the location or locations contemplated by the general overall layout scheme for said center at ultimate development (e.g., peripheral parking). [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

**23.54.100 Spaces lost for access.**

In situations where parking spaces attributed to one use become the official means of access to another use, the latter use shall, as a condition of site or building plan approval, provide a number of spaces equal to the number rendered unusable. Such spaces shall be in addition to the

number required for the new use, and the allocation shall be documented in a manner satisfactory to the administrative official. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

### **23.54.110 Improvement of parking spaces.**

Any parking facility for four or more vehicles shall be improved in accordance with the following requirements:

A. Off-street parking facilities; including but not limited to a parking, loading, circulation area, aisle, or driveway shall be surfaced with Portland cement, asphaltic concrete, or other approved hard surface in order to provide a ~~durable-and~~ dust-free parking surface; ~~and~~ shall be graded and drained so as to dispose of surface water to the satisfaction of the city engineer; and shall be maintained in good condition free of weeds, dust, trash, and debris. Applicants are encouraged to consider use of permeable surfaces as a means to reducing storm water runoff. Hard surface materials other than concrete and asphalt may be permitted and are subject to additional review and prior approval by the Zoning Administrator. ~~Nonemployee parking areas shall be paved and all such spaces shall be delineated by striping as shown in attached Plate 3 which is set forth at the end of this section.~~

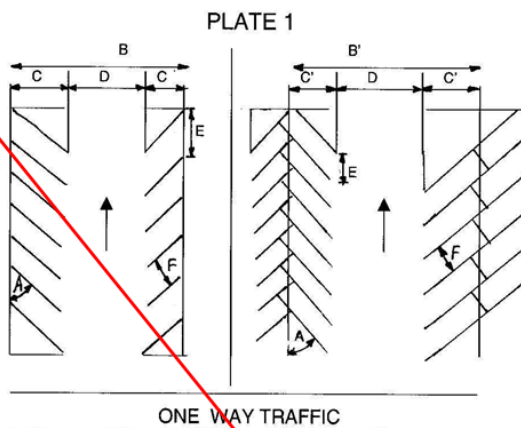
B. Off-street parking spaces may consist of a grass block paver, grasscrete, or turf stone surface. Existence of legally nonconforming gravel surfacing in existing designated parking spaces may not be a reason for prohibiting utilization of existing parking spaces to meet minimum parking space requirements, up to a maximum of six parking spaces.

~~B. C.~~ Any lighting used to illuminate any off-street parking facility shall be so arranged as to reflect light away from any residential adjoining premises.

~~C. D.~~ No more than two feet six inches of overhang beyond a wheel stop may be counted as part of a parking space. Said overhang shall not interfere with landscaping or decrease the clear width of a sidewalk to less than four feet by its encroachment.

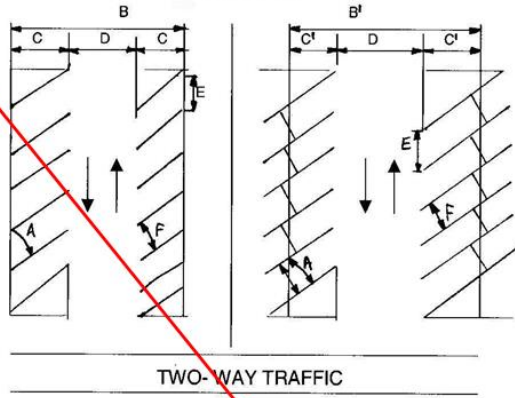
~~D. E.~~ Off-street parking area layout and dimensions shall be not less than as shown by Plates 1; and 2-and 3, which are set forth at the end of this section. Exits and entrances shall be approved by the administrative official.

~~E. F.~~ Except for parking spaces or other vehicle use areas under, on, or within buildings, and areas serving single-family and two-family uses, off-street parking facilities shall be landscaped in accordance with RMC 23.54.140.



| A<br>Parking<br>Angle<br>(Degrees) | B<br>Parking<br>Section<br>Width | C<br>Parking<br>Bank<br>Width | D<br>Traffic<br>Aisle<br>Width | E<br>Curb<br>Length<br>Per Car | F<br>Car<br>Stall<br>Width | B1<br>Parking<br>Section<br>Width | C1<br>Parking<br>Bank<br>Width |
|------------------------------------|----------------------------------|-------------------------------|--------------------------------|--------------------------------|----------------------------|-----------------------------------|--------------------------------|
| 0                                  | 30'                              | 9'                            | 12'                            | 20'                            | 9'                         | 30'                               | 9'                             |
| 35                                 | 49.6'                            | 18.8'                         | 12'                            | 15.8'                          | 9'                         | 42.4'                             | 15.2'                          |
| 40                                 | 51.2'                            | 19.6'                         | 12'                            | 14.1'                          | 9'                         | 44.6'                             | 16.3'                          |
| 45                                 | 53.2'                            | 20.6'                         | 12'                            | 12.7'                          | 9'                         | 46.6'                             | 17.3'                          |
| 50                                 | 54.6'                            | 21.3'                         | 12'                            | 11.7'                          | 9'                         | 48.4'                             | 18.2'                          |
| 55                                 | 56.2'                            | 21.6'                         | 13'                            | 10.9'                          | 9'                         | 51'                               | 19.0'                          |
| 60                                 | 58.8'                            | 21.9'                         | 15'                            | 10.4'                          | 9'                         | 54.2'                             | 19.6'                          |
| 65                                 | 61.0'                            | 22'                           | 17'                            | 9.9'                           | 9'                         | 57'                               | 20.0'                          |
| 70                                 | 62.8'                            | 21.9'                         | 19'                            | 9.6'                           | 9'                         | 59.6'                             | 20.3'                          |
| 90                                 | 64.0'                            | 20.0'                         | 24'                            | 9.0'                           | 9'                         | --                                | --                             |

PLATE 2



| A  | B     | C     | D   | E     | F  | B1    | C1    |
|----|-------|-------|-----|-------|----|-------|-------|
| 0  | 38'   | 9'    | 20' | 20'   | 9' | 38'   | 9'    |
| 35 | 57.6' | 18.8' | 20' | 15.8' | 9' | 50.4' | 15.2' |
| 40 | 59.2' | 19.6' | 20' | 14.1' | 9' | 52.6' | 16.3' |
| 45 | 61.2' | 20.6' | 20' | 12.7' | 9' | 54.6' | 17.3' |
| 50 | 62.6' | 21.3' | 20' | 11.7' | 9' | 56.4' | 18.2' |
| 55 | 63.2' | 21.6' | 20' | 10.9' | 9' | 58'   | 19.0' |
| 60 | 63.8' | 21.9' | 20' | 10.4' | 9' | 59.2' | 19.6' |
| 65 | 64.0' | 22'   | 20' | 9.9'  | 9' | 60'   | 20.0' |
| 70 | 63.8' | 21.9' | 20' | 9.6'  | 9' | 60.6' | 20.3' |
| 90 | 64.0' | 20.0  | 24' | 9.0'  | 9' | --    | --    |

PLATE 3

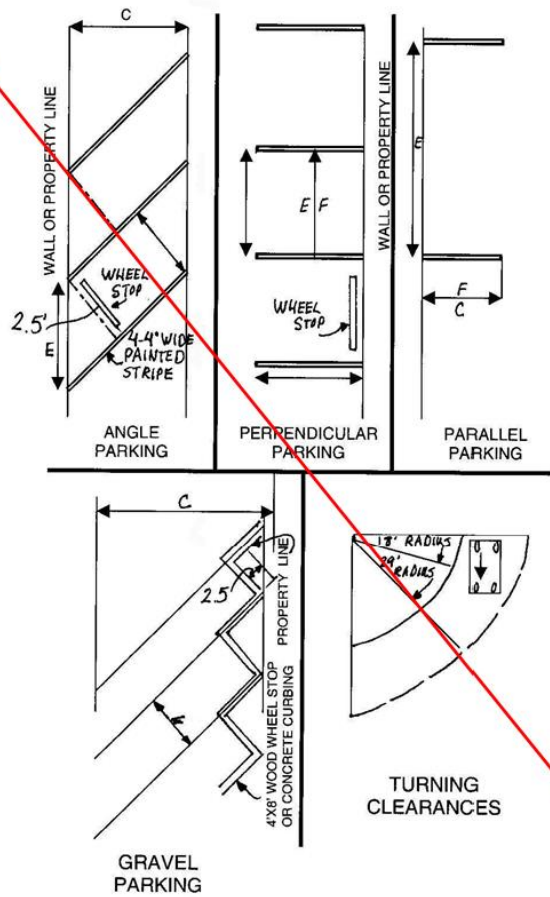
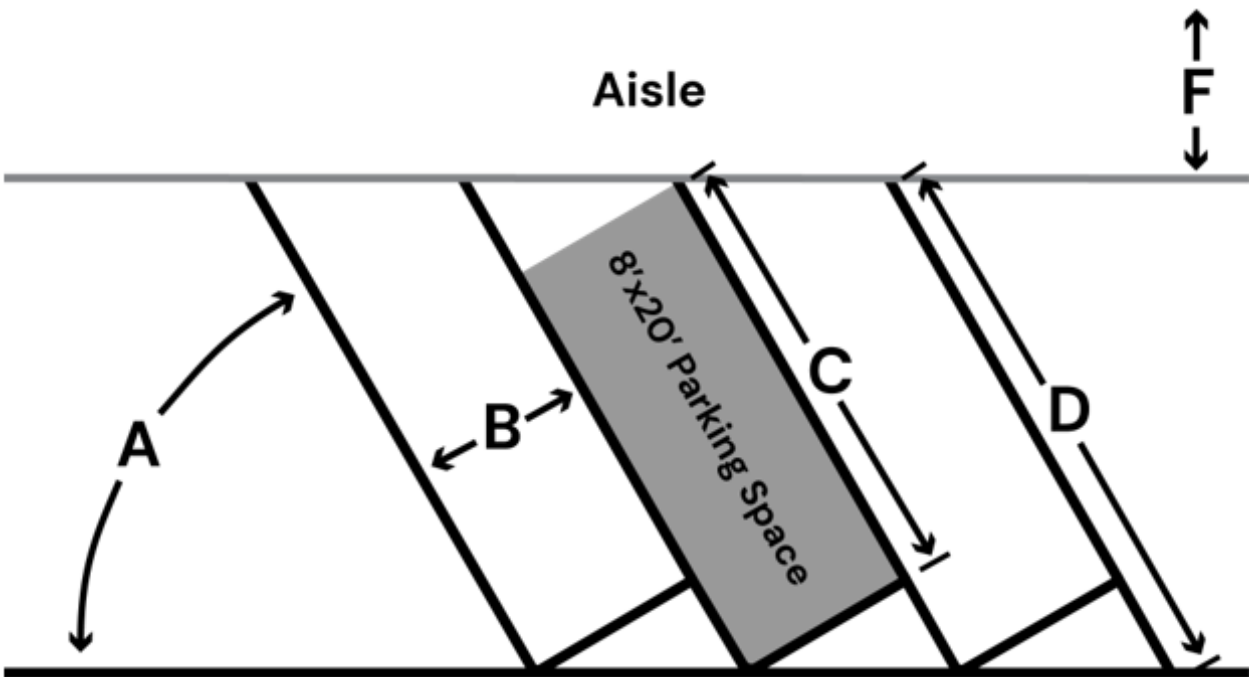


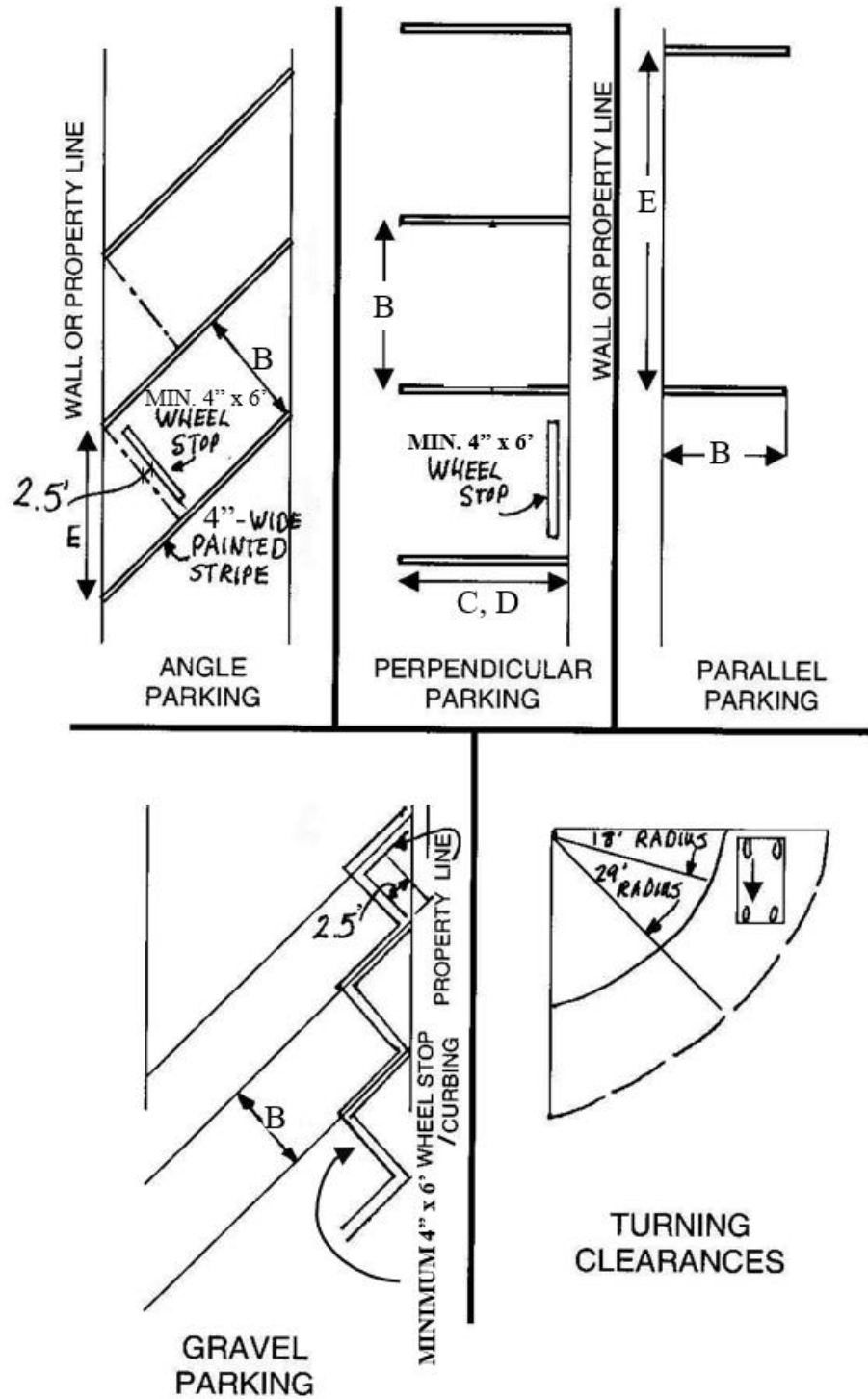
PLATE 1



| A<br>Parking Angle<br>(Degrees) | B<br>Space<br>Width<br>(Feet) | C<br>Space<br>Length<br>(Feet) | D<br>Total Length<br>(Feet) | E<br>Curb Width<br>(Feet) | F<br>Aisle Width<br>(Feet) |                    |
|---------------------------------|-------------------------------|--------------------------------|-----------------------------|---------------------------|----------------------------|--------------------|
|                                 |                               |                                |                             |                           | One-Way<br>Traffic         | Two-Way<br>Traffic |
| 90                              | 8                             | 20                             | 20                          | 8                         | 24                         | 24                 |
| 60                              | 8                             | 20                             | 24.5                        | 9.25                      | 17                         | 20                 |
| 45                              | 8                             | 20                             | 28                          | 11.25                     | 12                         | 20                 |
| 30                              | 8                             | 20                             | 34                          | 16                        | 12                         | 20                 |
| 0                               | 8                             | 20                             | N/A                         | 23                        | 12                         | 20                 |



## PLATE 2



[Ord. 28-05 § 1.02; Ord. 10-21 § 1].

**23.54.115 Tandem parking.**

Tandem parking spaces shall count towards meeting minimum parking requirements for residential uses when the minimum and maximum size of tandem parking space is 20' long per space, and 40' long for two spaces.

**23.54.120 Layout plan.**

Prior to the issuance of a permit for any commercial, multiple-family, industrial, public or semipublic building or use, an engineered plan prepared by a licensed civil engineer or licensed architect showing the proposed and existing building or buildings; the layout, dimension and number of parking spaces; and any required landscaping of the lot area, including that required for an off-street parking facility; shall be submitted to and approved by the ~~administrative official~~ Public Works Director and Zoning Administrator.

Any landscape plan submitted pursuant to this section shall be in conformance with the requirements of RMC 23.54.140 shall be prepared by a licensed architect or licensed landscape architect. Said plans shall be drawn to scale, including dimensions and distances, and shall clearly delineate the existing and proposed parking spaces, other vehicle use areas, access aisles, driveways, irrigation systems (sprinklers or water outlet locations), and the name of each plant species (both specific and common name), the location, size and description (including the height and spread of crown at maturity of trees and shrubs) of all landscape materials to be installed or, if existing, to be maintained in accordance with the requirements of RMC 23.54.140; shall be submitted to and approved by the Zoning Administrator. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

**23.54.130 Loading and unloading.**

On every lot in a commercial or industrial district, and on every lot in any district on which is conducted any hotel, public or semipublic use, there shall be provided space, either inside or outside a building, for the loading and unloading of goods and materials. Such space shall be not less than 10 feet in width, 25 feet in length, nor less than 15 feet in height when covered. Such space shall be provided with access to an alley or a street. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

**23.54.140 Landscaping of parking facilities.**

The purpose of landscaping requirements for parking facilities is to protect and promote the public health, safety, and general welfare by reducing wind and air turbulence, heat and noise, and the glare of automobile lights; to act as a natural drainage system and ameliorate stormwater drainage problems; to reduce the level of carbon dioxide and return pure oxygen to the atmosphere; to prevent soil erosion; to provide shade; to conserve and stabilize property values and to otherwise facilitate the creation of a convenient, attractive and harmonious community; to relieve the blighted appearance of parking facilities; and to generally preserve and promote a healthful and pleasant environment.

A. Design Criteria. Landscape areas shall be located in such a manner as to divide and break up the large expanses of pavement; divide and define driveways, parking stalls and corridors; limit cross-taxiing; delineate and separate pedestrian and vehicular traffic and screen parking facilities from abutting properties. Planting areas and landscaping shall be reasonably dispersed throughout the parking lot with the interior dimensions of such areas being sufficient to protect the landscaping materials planted therein and to ensure proper growth. The primary landscaping materials used shall be trees, which provide shade or are capable of providing shade at maturity. Shrubbery, hedges and other planting materials shall be used to complement the tree landscaping, but shall not be the sole contribution to the landscaping. Effective use of earth berms and existing topography is encouraged as a component of the landscape plan. [Use of native shrub steppe plantings for required landscaping will satisfy these design criteria if the resulting product satisfies Washington Department of Fish and Wildlife standards for Priority Habitat.](#)

B. Interior Coverage. A minimum of five percent of the interior of a parking facility shall be landscaped. Landscaping which is required for screening along the perimeter of any lot and border plantings adjacent to buildings upon which a parking lot abuts shall not be considered as part of the interior coverage requirements. Parking spaces abutting a perimeter for which landscaping is required by other requirements of this section shall not be considered as a part of the interior of the parking facility.

1. For off-street parking facilities providing 10 or fewer parking stalls as required by RMC 23.54.020, and in areas zoned for industrial use, the interior coverage requirements stated herein shall not apply.
2. Any interior landscape area shall contain a minimum of 50 square feet, shall have a minimum dimension of at least five feet, and shall include at least one tree with the remaining area adequately landscaped with shrubs, ground cover or other approved landscaping materials not to exceed three feet in height.
3. Trees shall number not less than one for each 100 square feet of required interior coverage.

C. Perimeter Coverage Adjacent to Abutting Properties. A minimum landscape strip of five feet in width shall be required along any side of a parking facility that abuts adjoining property that is not a public right-of-way when such facilities will not be entirely screened visually by an intervening building or structure; provided, that when such parking facility abuts and is designed in coordination with a parking facility on the adjoining property such landscape strip shall not be required abutting such adjoining parking facility; and provided further, that in areas zoned for industrial use, the perimeter coverage requirements stated herein shall not apply.

1. Perimeter landscape strip shall be planted or installed with a wall, hedge, or other durable landscape barrier to form a continuous screen between the parking facility and abutting property. The height of any such barrier shall be not less than three feet and no more than six feet.

2. Trees shall also be planted for each 40 linear feet and shall have at least 25 square feet of planting area.

3. Where a proposed parking facility abuts an existing hedge, wall or other durable landscape barrier on an abutting property, said existing barrier may be used to satisfy the landscape barrier requirements of this subsection; provided, that said existing barrier meets all applicable standards of this section.

D. Perimeter Coverage Adjacent to Public Right-of-Way. A minimum landscape strip of 10 feet in width shall be required along any side of a parking facility that abuts a public right-of-way, excluding dedicated alleys; provided, that in areas zoned for industrial use, the perimeter coverage requirements stated herein shall not apply.

1. Perimeter landscape strip shall be planted or installed with a wall, hedge, or other durable landscape barrier of at least three feet in height which shall be placed along the parking facility side of such landscape strip.

2. If such a durable barrier is of nonliving material, one shrub for each 10 linear feet shall be planted along the street side of such barrier; provided, that if the shrubs are of sufficient height at the time of planting to be readily visible over the top of such barrier, they may be planted along the parking facility side of such barrier. The remainder of the landscape strip shall be landscaped with ground cover or other approved landscape treatment excluding pavement.

3. At least one shrub for each 50 square feet shall be provided.

4. Trees shall also be planted for each 30 linear feet or portion thereof and shall have at least 50 square feet of planting area.

5. No tree, as measured from its center, shall be located within 10 feet of a street light standard, or within five feet of a fire hydrant, a vehicular driveway, or a public sidewalk.

E. Landscaping Material. Landscaping materials used to achieve the design criteria in conformance with provisions of this section shall conform to the following standards:

1. Trees shall be species having an average mature spread of crown of greater than 15 feet and shall be a minimum of six to eight feet in height and have a diameter at breast height (dbh) caliper of at least one and one-half inches at planting. Diameter at breast height is measured at four and one-half feet from average grade within six feet of the tree trunk so as not to include mounding at the tree base. Trees having an average mature spread of crown less than 15 feet may be substituted by grouping the same so as to create the equivalent of a 15-foot crown spread. Tree species whose roots are known to cause damage to public roadways or other public works shall not be planted closer than 12 feet to such public works, unless the tree root system is completely contained within a barrier being a minimum of five feet deep and five feet wide.

2. Shrubs shall be a minimum of two feet in height when measured immediately after planting.
3. Hedges shall be planted and maintained so as to form a continuous, unbroken, solid, and visual screen within a maximum of two years after time of planting.
4. Vines shall be a minimum of 30 inches in height immediately after planting and may be used in conjunction with fences, screens or walls to meet physical barrier requirements as specified in this section.
5. Lawn grass shall be planted in species normally grown as permanent lawn in Benton County. Grass areas may be sodded, plugged, sprigged or seeded, except that solid sod shall be used in swales or other areas subject to erosion; and provided, that in areas where other than solid sod or grass seed is used, nurse grass seed shall be sown for immediate effect and protection until coverage is otherwise achieved.
6. Ground covers used in lieu of grass shall be planted or installed in such a manner as to present a finished appearance, and if of living material, shall complete coverage within 12 months after planting.

~~F. Coverage Transfer to Public Right of Way. For sites where landscaping coverage of a public right of way would comply with the general intent and standards of this section, the transfer of the area requirements, or a portion thereof, from within the property line to the public right of way may be approved by the city; provided, that the area measurement shall not be less than that required by, and shall comply with, all other design standards and requirements of this section; and further provided, that a revocable permit for use of the right of way shall be secured from the city by the owner of the site by stipulating full financial responsibility for costs of movement, replacement and relocation should such permit be revoked by the city.~~

~~G. F. Driveway and Street Intersections. To ensure that landscape materials do not constitute a safety hazard, a vision clearance triangle (VCT) shall be provided at all intersections of public rights-of-way and driveways in accordance with Public Works Requirements as stated in RMC Chapter 12.11. Within this VCT area unobstructed cross-visibility at a level between three feet and 10 feet shall be provided. However, trees having limbs or foliage trimmed, except during early growth stages, so as to not extend into the VCT area shall be allowed. Landscaping material shall not be located closer than four feet from the edge or top of the curb line or driveway apron, except for required ground cover. The VCT for said intersections shall be as follows:~~

- ~~1. At intersections of public rights of way the VCT shall be formed by measuring 20 feet along each property line from the intersection and connecting the end point of such lines formed by such measurement.~~

~~2. At intersections of driveways with public rights-of-way the VCT shall be formed by measuring 10 feet along the property line and the driveway apron or top of the curb lines and connecting the end point of such lines formed by such measurement.~~

~~H.~~ G. Curbing. In order to protect the landscaping materials planted and to ensure proper growth, all planter areas shall be separated from contiguous property, including parking stalls, by curb stops. Such curb stops shall be of Portland cement or shall otherwise conform to Standard Specifications for Municipal Public Works Construction (APWA Standards), or shall be approved by the city engineer.

~~I.~~ H. Installation. All landscaping shall be installed in a workmanlike manner and according to accepted good planting procedures. All elements of landscaping, exclusive of plant material other than hedges, shall be installed so as to meet all other applicable ordinances and code requirements.

~~J.~~ I. Maintenance. The owner, tenant or duly authorized agent, if any, shall be responsible for the maintenance of all landscaping required pursuant to this section. Such landscaping shall be maintained in good condition so as to present a neat and orderly appearance; shall be kept free from refuse and debris; and living landscape material shall be kept alive and in a healthy condition. If an underground irrigation system is not provided, all landscaped areas shall be provided with a readily available water supply with at least one outlet located within 150 feet of all plant material to be maintained.

1. The administrative official shall inspect all landscaping and no certificates of occupancy or similar authorization will be issued unless the landscaping meets the requirements herein provided.

2. In those cases where landscaping cannot be safely installed due to the time of year without jeopardizing living landscape material, or for other good cause, a temporary certificate of occupancy may be issued for a period of six months; provided, that the property owner, lessee, or duly authorized agent shall furnish satisfactory assurances guaranteeing installation of the approved landscaping.

~~K.~~ J. Landscaping of Existing Lots. Any reconstruction of a building or structure or lot area, including off-street parking facility, consisting of increases of 50 percent or greater of the existing building lot area or parking facility shall be subject to the standards specified herein. In such cases, the existing parking facility, as well as any new facility, shall be improved in accordance with the standards stated herein; provided, that:

~~1. A sufficient period of time, but no longer than three years, shall be allowed to bring existing development into compliance with the standards stated herein.~~

~~2.~~ 1. In instances where existing parking spaces are used to achieve compliance, the parking facility shall be considered to comply with the parking standards and requirements of RMC

23.54.020; provided, however, that no more than 10 percent of the total number of required spaces may be removed for purposes of providing landscape areas.

~~3.~~ 2. No alteration of existing building nor acquisition of additional land to increase the lot area shall be required in order to bring the property into compliance with the landscaping requirements herein. [Ord. 28-05 § 1.02; Ord. 20-14 § 1.04; Ord. 10-21 § 1].

#### **23.54.150 Adjustments of landscaping standards.**

Where literal interpretation of the provisions of RMC 23.54.140 or special conditions or circumstances exist which would create a hardship in the development and/or maintenance of the landscaping, or where easements, pedestrian ways, trail systems, existing vegetation, continuity of design concepts within a zoning district, parking design, emergency vehicle access, or other matters of public design, safety or welfare would be promoted, the administrative official may adjust the provisions of RMC 23.54.140, provided it is determined that such an adjustment will not be contrary to the public interest and will be in keeping with and preserve the intent of RMC 23.54.140.

A. An application for adjustment of landscaping requirements shall be filed on forms prescribed by the city, executed and sworn to by the owner or tenant of the property concerned or by duly authorized agents. Such application shall clearly and in detail state what adjustment of requirements are being requested and the reasons such adjustments are warranted, and shall be accompanied with such supplementary data, such as sketches, surveys and statistical information as is deemed necessary to substantiate the adjustment.

B. Any decision of the administrative official, under this section, may be appealed by the applicant to the board of adjustment. Such an appeal shall be heard by the board of adjustment in accordance with RMC 23.70.070. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

#### **23.54.160 Perimeter landscaping of industrial facilities.**

Plans for construction and development of new uses on parcels of land zoned industrial (I-M, and M-2) pursuant to the city's zoning ordinance shall include, along with other required plans, a landscaping plan that at a minimum sets forth landscape treatment adjacent to all public rights-of-way.

A. Landscape Plan Requirements. A landscaping plan, drawn to scale, shall include the following information:

1. Property boundaries;
2. Location of existing and proposed buildings and uses;
3. Driveway intersections with streets;
4. Location of plantings;
5. Common and scientific names of plantings;



6. Size and description of plantings, height and caliper at planting, and spread of crown at maturity for trees; and

7. Location of underground sprinklers.

B. Minimum Design Criteria. A landscape strip shall be located adjacent to all public rights-of-way in that portion of the parcel on which construction or development is proposed and shall meet the following minimum criteria:

1. The landscape strip shall be a minimum of 10 feet in width.
2. One tree is required for each 40 linear feet or portion thereof of the required landscape strip, and each tree shall have at least 50 square feet of planting area. Trees shall be planted in a balanced manner throughout the required landscape strip but are not required to be planted on 40-foot centers.
3. No tree, as measured from its center, shall be located within 10 feet of a street light standard, or within five feet of a fire hydrant, a vehicular driveway, or a public sidewalk.
4. In addition to the required trees, the entire landscape strip shall, at a minimum, include landscape cover of decorative rock, bark, or similar treatment. Vegetative cover of lawn, low-lying shrubs, or flowers are encouraged.
5. Landscape areas shall be provided with an underground irrigation system capable of sustaining the required trees and other planted vegetation. Low water consumptive landscape techniques are encouraged.

C. Landscaping Material. Landscaping materials used to achieve the design criteria set forth in this section shall conform to the following standards:

1. Trees shall be species having an average mature spread of crown of greater than 15 feet and shall be a minimum of eight feet overall height and a one-and-one-half-inch caliper immediately after planting. Trees having an average mature spread of crown less than 15 feet may be substituted by grouping the same so as to create the equivalent of a 15-foot crown spread. Tree species whose roots are known to cause damage to public roadways or other public works shall not be planted closer than 12 feet to such public works, unless the tree root system is installed within an approved root barrier.
2. Lawn grass shall be planted in species normally grown as permanent lawn in Benton County. Grass areas may be sodded, sprigged, or seeded, except that solid sod shall be used in swales or other areas subject to erosion.

D. Installation. All landscaping shall be installed in a workmanlike manner and according to accepted good planting procedures. Trees shall be staked on planting to avoid disturbance by wind and shall remain staked for a minimum of one year after planting.



~~E. Coverage Transfer to Public Right-of-Way. For sites where landscaping coverage of a public right-of-way would comply with the general intent and standards of this section, the transfer of the area requirements, or a portion thereof, from within the property line to the public right-of-way may be approved by the city; provided, that the area measurement shall not be less than that required by, and shall comply with, all other design standards and requirements of this section; and further provided, that a revocable permit for use of the right-of-way shall be secured from the city by the owner of the site by stipulating full financial responsibility for costs of movement, replacement, and relocation should such permit be revoked by the city.~~

~~F.~~ E. Driveway and Street Intersections. To ensure that landscape materials do not constitute a safety hazard, a vision clearance triangle (VCT) shall be provided at all intersections of public rights-of-way and driveways. Said VCT shall comply with all provisions of Chapter 12.11 RMC, Intersection Sight Distance.

~~G.~~ F. Maintenance. The owner, tenant, or duly authorized agent, if any, shall be responsible for the maintenance of all landscaping required pursuant to this section. Such landscaping shall be maintained in good condition so as to present a neat and orderly appearance; shall be kept free from refuse and debris; and living landscape material shall be kept alive and in a healthy condition. Landscaping shall at all times be maintained in a manner consistent with the vehicular sight distance requirements of subsection (F) of this section.

1. The administrative official shall inspect all landscaping and no certificates of occupancy or similar authorization will be issued unless the landscaping meets the requirements herein provided.
2. In those cases where landscaping cannot be installed due to the time of year without jeopardizing living landscape material, or for other good cause, a temporary certificate of occupancy may be issued for a period of six months; provided, that the property owner, lessee, or duly authorized agent shall furnish satisfactory assurances guaranteeing installation of the approved landscaping.

~~H.~~ G. Adjustment of Landscaping Standards. Adjustments from the specific requirements of this section shall be reviewed and approved in accordance with the provisions of RMC 23.54.150.

~~I.~~ H. Landscaping of Developed Industrial-Zoned Property. On developed industrially zoned properties whenever any structure(s) is altered, expanded or reconstructed in a manner which increases the total gross floor area of structure(s) located on the lot by 50 percent or more, or whenever a change of use occurs to an existing structure or facility which increases the required number of parking stalls by 50 percent or more over what was required of the prior use, landscaping of the lot shall be provided in accordance with the provisions of this subsection.

1. The square footage of landscaped area provided pursuant to this subsection shall be the same as would be required if a new facility were constructed on the parcel.

2. Landscaping shall be located on the property in accordance with provisions for new industrial facilities. In those instances where existing structures and/or pavement preclude the location of the required landscaping adjacent to the street right-of-way as set forth for new facilities, landscaping shall be located on the lot in a manner that most closely meets the objectives of the landscaping requirements by providing an aesthetically appealing streetscape and providing for uniformity of appearance in the industrially zoned areas of the city.

3. No alteration of existing structures, acquisition of additional land, or removal of existing asphalt/concrete walks, drives or parking areas shall be required in order to bring the property into compliance with landscaping requirements herein.

~~J. A temporary exemption may be granted upon the filing and acceptance by the city of an application by any start-up business for a delay in installing required landscaping. This exemption may be granted up to, but shall not exceed, four years. The following information must be provided by the applicant to the administrative official, to demonstrate:~~

~~1. The business has no more than three years of business history;~~

~~2. No more than one corporation may be an investor in the start-up business and that corporation cannot own more than 10 percent of the start-up business; and~~

~~3. The landscape ordinance imposes a financial burden on the start-up business such that deferral of the required landscaping would increase the likelihood of the new business's success. Criteria to establish this hardship must be provided to the above designated personnel and approval of the exemption shall not be unreasonably withheld. The determination of city staff shall be final. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].~~

Section 4. The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this Ordinance, duly certified by the Clerk as a true copy.

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 \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Date Published: \_\_\_\_\_

DRAFT

## Exhibit 3



File No. PLN-T1-2025-00308

### **CITY OF RICHLAND** **Determination of Non-Significance**

**Description of Proposal:** The City of Richland is proposing to amend Richland Municipal Code (RMC) Chapter 23.54, Off-Street Parking and Landscaping, to remove all minimum requirements for the number of off-street parking spaces required within the City.

**Proponent:** City of Richland  
Mike Rizzitiello, Development Services Director  
625 Swift Blvd  
Richland, WA 99352

**Location of Proposal:** This code change would affect all land within the City of Richland's municipal boundaries.

**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.

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

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

**Responsible Official:** Mike Stevens

**Position/Title:** Planning Manager

**Address:** 625 Swift Blvd., MS #35, Richland, WA 99352

**Date:** 08/13/2025

**Comments Due:** 08/29/2025

Signature \_\_\_\_\_

# SEPA<sup>1</sup> Environmental Checklist

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## 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.

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<sup>1</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/Checklist-guidance>

## A. Background

[Find help answering background questions](https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-A-Background)<sup>2</sup>

**1. Name of proposed project, if applicable:**

Amendment to RMC Chapter 23.54 Off-Street Parking and Landscaping.

**2. Name of applicant:**

City of Richland (City)

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

City of Richland  
c/o Mike Rizzitiello  
625 Swift Blvd., Richland, WA 99352  
[mrizzitiello@ci.richland.wa.us](mailto:mrizzitiello@ci.richland.wa.us)  
509-942-7778

**4. Date checklist prepared:**

8/11/2025

**5. Agency requesting checklist:**

City of Richland

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

Final decision made by City Council by end of December 2025

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

Not at this time

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

No environmental information has been prepared/will be prepared directly related to this proposal

**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.**

Any building permit application or planning approval where parking is required may be affected by this proposal.

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

All Code Amendments must be approved by City Council.

**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**

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<sup>2</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-A-Background>

**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.)**

This is a non-project action to amend Richland Municipal Code (RMC) Chapter 23.54 Off-Street Parking and Landscaping. At a minimum the proposal would bring the RMC in compliance with SB 5184 (see attached), The Parking Reform and Modernization Act, and may ultimately remove all minimum requirements for the number of off-street parking spaces within the City entirely (see attached proposed amendments to RMC Chapter 23.54).

- 12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.**

This code change would affect all land within the City of Richland's municipal boundaries.

## **B.Environmental Elements**

### **1. Earth**

[Find help answering earth questions<sup>3</sup>](#)

- a. General description of the site:**

**Circle or highlight one:** Flat, rolling, hilly, steep slopes, mountainous, other:

- b. What is the steepest slope on the site (approximate percent slope)?** Steepest slope is near vertical/90 degrees
- 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.

Soil is windblown silt ovetop Columbia River Basalt. No soil will be removed as this proposal is a code amendment and a non-project action.

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

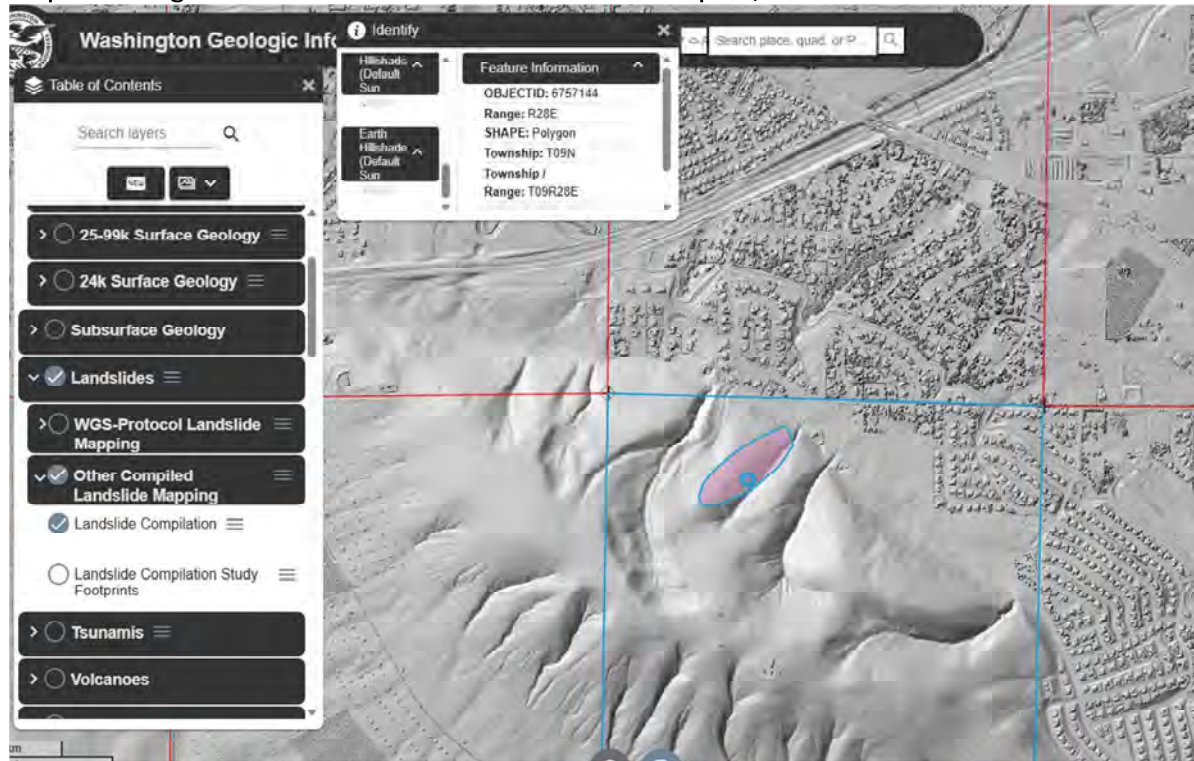
Per Department of Natural Resources Geologic Information Portal, the northeast facing

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<sup>3</sup> <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-earth>



slope of Badger Mountain suffered a landslide in the past, timeframe unknown



- 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.**

N/A. This code amendment is a non-project action that would reduce the number of off-street parking spaces currently required by RMC, therefore no soil disturbance is occurring.

- f. **Could erosion occur because of clearing, construction, or use? If so, generally describe.**

N/A. This code amendment is a non-project action that would reduce the number of off-street parking spaces currently required by RMC therefore no soil disturbance is occurring.

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

N/A. This code amendment is a non-project action that would reduce the number of off-street parking spaces currently required by RMC, therefore no site work will result.

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

N/A. This code amendment is a non-project action that would reduce the number of off-street parking spaces currently required by RMC, therefore there are no resulting impacts to the earth.



## 2. Air

[Find help answering air questions](#)<sup>4</sup>

- 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.**

N/A. As this proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC no emissions would result.

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

N/A, this proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC and would be unaffected by off-site sources of emissions.

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

N/A, this is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

## 3. Water

[Find help answering water questions](#)<sup>5</sup>

- a. **Surface:**

[Find help answering surface water questions](#)<sup>6</sup>

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.**

Columbia River (Tributary of Pacific Ocean)

Yakima River (tributary of Columbia River) and associated adjacent wetlands especially in the Yakima River Delta

Amon Creek (tributary of Yakima River) and associated adjacent wetlands

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.**

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<sup>4</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-Air>

<sup>5</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water>

<sup>6</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Surface-water>

N/A. This is a non-project action and therefore would not result in any 'work.'

- 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.**

N/A. This is a non-project action that would reduce the number of off-street parking spaces currently required by RMC, and would have no associated dredge and fill.

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

N/A. This is a non-project action that would reduce the number of off-street parking spaces currently required by RMC, and not require any surface water withdrawals or discharges.

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

Yes, within the City of Richland lies land within the 1% annual chance floodplain of the Yakima and Columbia Rivers.

- 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.**

N/A, this is a non-project action that would reduce the number of off-street parking spaces currently required by RMC and will not create waste materials.

**b. Ground:**

[Find help answering ground water questions](https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Groundwater)<sup>7</sup>

- 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 a general description, purpose, and approximate quantities if known.**

N/A, this is a non-project action that would reduce the number of off-street parking spaces currently required by RMC, requiring no water withdrawals for any purpose.

- 2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (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.**

N/A. This is a non-project action that would reduce the number of off-street parking spaces currently required by RMC and will not create waste materials.

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<sup>7</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Groundwater>

**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.**

N/A, this is a non-project action that would reduce the number of off-street parking spaces currently required by RMC, therefore no runoff will result.

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

N/A, this is a non-project action that would reduce the number of off-street parking spaces currently required by RMC and will not create waste materials.

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

N/A, this is a non-project action that would reduce the number of off-street parking spaces currently required by RMC, and therefore has no effect on drainage patterns.

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

N/A, this is a non-project action that would reduce the number of off-street parking spaces currently required by RMC, and therefore no runoff is produced nor will there be an effect on drainage patterns.

## **4. Plants**

[Find help answering plants questions](#)

- 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**

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

N/A, this is a non-project action that would reduce the number of off-street parking spaces currently required by RMC, therefore no vegetation will be altered or removed.

**c. List threatened and endangered species known to be on or near the site.**

Umtanum desert buckwheat and White Bluffs bladderpod are located north of the City in the Hanford Reach

**d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.**

N/A, this is a non-project action that would reduce the number of off-street parking spaces currently required by RMC, therefore no landscaping is proposed not vegetation affected.

**e. List all noxious weeds and invasive species known to be on or near the site.**

Please see <https://www.bentonweedboard.com/> for a list of class A-C noxious weeds in Benton County

## 5. Animals

[Find help answering animal questions](#)<sup>8</sup>

**a. List any birds and other animals that 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:** various wading birds, ducks, geese, pelican
- **Mammals:** deer, bear, elk, beaver, **other:** coyote
- **Fish:** bass, salmon, trout, herring, shellfish, **other:**

**b. List any threatened and endangered species known to be on or near the site.**

Chinook Salmon, mid Columbia steelhead, Ferruginous hawk, (Candidate Species: Burrowing Owl, Townsend's Ground Squirrel; Species of greatest conservation need: Black tailed & white tailed jackrabbit)

**c. Is the site part of a migration route? If so, explain.**

Yes. Richland is within the Pacific Fly Way on which birds and butterflies migrate. Anadromous fish – Salmon, steelhead, white sturgeon, and pacific lamprey - are found in the Yakima and Columbia Rivers.

**d. Proposed measures to preserve or enhance wildlife, if any.**

N/A. There are no measures proposed to preserve/enhance wildlife because this proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

**e. List any invasive animal species known to be on or near the site.** northern pike, European green crab.

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<sup>8</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-5-Animals>

## 6. Energy and natural resources

[Find help answering energy and natural resource questions](#)<sup>9</sup>

- 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.**

N/A. There are no energy needs of the proposal because this proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

- b. **Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

N/A. This proposal would have no affect on solar power as the proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

- 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.**

N/A. This proposal would have no affect on solar power as the proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

## 7. Environmental health

[Health Find help with answering environmental health questions](#)<sup>10</sup>

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.**

N/A. This proposal would have no effect on the health of the environment as the proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

1. **Describe any known or possible contamination at the site from present or past uses.**

Soil & Groundwater contamination (radioactive waste) due to the Hanford Site north of Richland, and Horn Rapids Landfill

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.**

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<sup>9</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-6-Energy-natural-resou>

<sup>10</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-7-Environmental-health>

N/A. This proposal is not affected by hazardous chemicals as the proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

- 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.**

N/A. This proposal is not associated with hazardous chemicals as the proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

- 4. Describe special emergency services that might be required.**

N/A. No emergency services will be required as the proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

- 5. Proposed measures to reduce or control environmental health hazards, if any, operating life of the project.**

N/A. This proposal is not associated with environmental health hazards as the proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

**b. Noise**

- 1. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

N/A. Noise will not affect the proposal because this proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

- 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)?**

N/A. No noise will be generated by the proposal because this proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

- 3. Proposed measures to reduce or control noise impacts, if any:**

None, as there are no noise impacts resulting from this proposal.

## 8. Land and shoreline use

[Find help answering land and shoreline use questions](https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-8-Land-shoreline-use)<sup>11</sup>

- 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 site is the current City of Richland, WA. No land uses on property adjacent/nearby to the City will be affected.

- 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 because 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?**

Portions of the City have been historically used as working farmlands and some land is still in crop production. No land will be converted from agricultural/forest land to another use because of this proposal.

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?**

No.

- c. **Describe any structures on the site.**

Primary and Accessory Residential, Commercial and Industrial buildings of all kinds are found within the City

- d. **Will any structures be demolished? If so, what?**

N/A. No structures will be demolished as a result of this proposed code amendment as the proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

- e. **What is the current zoning classification of the site?**

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<sup>11</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-8-Land-shoreline-use>



| Description                                         | Symbol | Typical Uses                                                                                                                                                                                                              |
|-----------------------------------------------------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Floodplain district                                 | FP     | Pasture, recreation, agriculture                                                                                                                                                                                          |
| Agricultural district                               | AG     | Agriculture, horticulture, five-acre minimum subdivision                                                                                                                                                                  |
| Suburban agricultural district                      | SAG    | Residential uses 43,560 square feet minimum lot size; limited agriculture                                                                                                                                                 |
| Single-family residential district 12,000           | R-1-12 | Residential uses 12,000 square feet average lot size                                                                                                                                                                      |
| Single-family residential district 10,000           | R-1-10 | Residential uses 10,000 square feet average lot size                                                                                                                                                                      |
| Medium-density residential district                 | R-2    | Residential uses 6,000 square feet minimum lot size for a single-family dwelling; 8,000 square feet for duplex dwelling                                                                                                   |
| Medium-density residential – small lot use district | R-2S   | Residential uses 4,000 square feet minimum lot size for detached one-family dwelling, 7,000 square feet minimum lot size for two-family dwelling, and 3,000 square feet minimum lot size for attached one-family dwelling |
| Multiple-family residential district                | R-3    | Single-family, duplex, multifamily residential; single-family 6,000 square feet; duplex 8,000 square feet; multifamily 1,500 square feet per dwelling unit                                                                |
| Limited business district                           | C-LB   | Offices, clubs, motels, hotels, clinics, apartments                                                                                                                                                                       |
| Neighborhood retail business district               | C-1    | Convenience stores serving immediate neighborhood                                                                                                                                                                         |
| Retail business district                            | C-2    | Retail activities, motels, hotels, etc.                                                                                                                                                                                   |
| General business district                           | C-3    | Retail-wholesale; small fabricating; used/new car sale                                                                                                                                                                    |
| Central business district                           | CBD    | Central business mixed uses                                                                                                                                                                                               |
| Waterfront                                          | WF     | Commercial and residential water oriented uses                                                                                                                                                                            |
| Commercial winery                                   | CW     | Wineries and supporting uses                                                                                                                                                                                              |
| Commercial recreation                               | CR     | Marina, resort, hotel, recreation                                                                                                                                                                                         |
| Medium industrial                                   | I-M    | Manufacturing district                                                                                                                                                                                                    |
| Heavy manufacturing district                        | M-2    | Manufacturing, warehousing and related uses                                                                                                                                                                               |
| Business and commerce use district                  | B-C    | Business and commercial uses                                                                                                                                                                                              |
| Business research park use district                 | B-RP   | Business research and business park uses                                                                                                                                                                                  |
| Parks and public facilities                         | PPF    | Parks, playgrounds, and public facility uses                                                                                                                                                                              |
| Natural open space district                         | NOS    | Undeveloped open space, pedestrian trails                                                                                                                                                                                 |
| University district                                 | UNIV   | Uses related to university campus                                                                                                                                                                                         |

**f. What is the current comprehensive plan designation of the site?**



| Land Use Designation           | Zoning Categories           |
|--------------------------------|-----------------------------|
| <b>Residential</b>             |                             |
| Low Density Residential        | R-1-12, R-1-10, SAG         |
| Medium Density Residential     | R-2, R-2S                   |
| High Density Residential       | R-3, C-LB                   |
| Badger Mountain South          | Badger Mountain Master Plan |
| <b>Commercial</b>              |                             |
| Business Commerce              | B-C                         |
| Central Business District      | CBD                         |
| Commercial                     | C-1, C-2, C-3, C-LB, CW     |
| General Commercial             | C-3                         |
| Regional Retail                | C-2                         |
| Waterfront                     | WF                          |
| Commercial Recreation          | CR                          |
| <b>Public Lands/Open Space</b> |                             |
| Developed Open Space           | PPF                         |
| Natural Open Space             | NOS                         |
| Urban Recreation               | UR                          |
| Public Facility                | PPF                         |
| <b>Industrial</b>              |                             |
| Business Research Park         | B-RP                        |
| Industrial                     | I-M, M-2                    |
| <b>Mixed Use Designations</b>  |                             |
| Agricultural                   | FP, AG                      |
| Residential Office             | C-LB                        |
| Urban Reserve                  | AG                          |

**g. If applicable, what is the current shoreline master program designation of the site?**

Natural, Recreation Conservancy, Recreation, Rural Residential, Waterfront, and Industrial Conservancy

**h. Has any part of the site been classified as a critical area by the city or county? If so, specify.**

Yes, portions of the City have been classified as Critical Areas. See attached Adopted Critical Areas Maps (attached)

**i. Approximately how many people would reside or work in the completed project?**

Just over 60,000 people are estimated to live in the City and the City has a workforce of approximately 32,000 people.

**j. Approximately how many people would the completed project displace?**

N/A. No one will be displaced by this proposed code amendment as the proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

**k. Proposed measures to avoid or reduce displacement impacts, if any.**

None, because there are no displacements.

**l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.**

No proposed measures.

**m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:**

None, because there are no impacts to agricultural/forested land anticipated.

## 9. Housing

[Find help answering housing questions](#)<sup>12</sup>

**a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

None. This proposed code amendment is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

**b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

None. This proposed code amendment is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

**c. Proposed measures to reduce or control housing impacts, if any:**

None, because there are no housing impacts.

## 10. Aesthetics

[Find help answering aesthetics questions](#)<sup>13</sup>

**a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

N/A. No structures are proposed with this proposed code amendment; proposal is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

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<sup>12</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-9-Housing>

<sup>13</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-10-Aesthetics>

**b. What views in the immediate vicinity would be altered or obstructed?**

None

**c. Proposed measures to reduce or control aesthetic impacts, if any:**

None, because there are no aesthetic impacts.

## **11. Light and glare**

[Find help answering light and glare questions](#)<sup>14</sup>

**a. What type of light or glare will the proposal produce? What time of day would it mainly occur?**

N/A. The proposed code amendment is a non-project action that would reduce the number of off-street parking spaces currently required by RMC, therefore no light/glare will result.

**b. Could light or glare from the finished project be a safety hazard or interfere with views?**

N/A

**c. What existing off-site sources of light or glare may affect your proposal?**

No off-site sources of light/glare will affect the proposal.

**d. Proposed measures to reduce or control light and glare impacts, if any:**

None, because there are no light/glare impacts.

## **12. Recreation**

[Find help answering recreation questions](#)

**a. What designated and informal recreational opportunities are in the immediate vicinity?**

Fishing/Swimming/Boating on Columbia & Yakima Rivers; Howard Amon Park; Community Parks & playgrounds ;various biking/walking trails: Urban Greenbelt, Sacajawea Heritage, Keene, Shelter Belt; Amon Basin Preserve

**b. Would the proposed project displace any existing recreational uses? If so, describe.**

No recreational uses will be displaced. This proposed code amendment is a non-project action that would reduce the number of off-street parking spaces currently required by RMC.

**c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

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<sup>14</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-11-Light-glare>

None, because there are no impacts to recreation.

### 13. Historic and cultural preservation

[Find help answering historic and cultural preservation questions](#)<sup>15</sup>

- 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 City is filled with buildings/structures/sites that are listed or eligible for listing in preservation registers, but are not listed in this checklist as they do not contribute meaningfully to the analysis of this proposal.

- b. **Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**

Yes, there are landmarks, features, and material evidence of Indian and historic use and occupation. Professional studies are not listed as they do not contribute meaningfully to the analysis of this proposal.

- 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.**

No methods were used to assess potential impacts to historical or cultural resources, because this proposal is a non-project action that will not result in any impacts.

- 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.**

No proposed measures because there will be no loss, changes to, or disturbance of historical or cultural resources.

### 14. Transportation

[Find help with answering transportation questions](#)<sup>16</sup>

- 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.**

Please see attached transportation map.

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<sup>15</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-13-Historic-cultural-p>

<sup>16</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-14-Transportation>

- 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?**

The City is served by Ben Franklin Transit (bus system). More information can be found at <https://www.bft.org/>

- c. **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).**

No.

- d. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

No water, rail or air transportation use will result from the proposed code amendment. The City is home to a small municipal airport under the ownership and management of the Port of Benton.

- e. **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?**

N/A. The proposed code amendment is a non-project action that would reduce the number of off-street parking spaces currently required by RMC, therefore no vehicular trips will be generated.

- f. **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.**

No.

- g. **Proposed measures to reduce or control transportation impacts, if any:**

No measures proposed because there will be no impacts.

## **15. Public services**

[Find help answering public service questions<sup>17</sup>](#)

- 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.**

There is a potential that eliminating off street parking requirements would increase bus-ridership.

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<sup>17</sup> <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-15-public-services>

- b. **Proposed measures to reduce or control direct impacts on public services, if any.**  
There are no measures to reduce/control impacts to public services as part of this proposal.

## 16. Utilities

[Find help answering utilities questions<sup>18</sup>](#)

- a. **Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:**
- b. **Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.**

N/A. The proposed code amendment is a non-project action that would reduce the number of off-street parking spaces currently required by RMC, therefore no utility service will be needed/used/proposed.

## C. Signature

[Find help about who should sign<sup>19</sup>](#)

**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.**

X 

**Type name of signee:** Mike Rizzitiello

**Position and agency/organization:** Development Services Director

**Date submitted:** 8/13/2025

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<sup>18</sup> <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-16-utilities>

<sup>19</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-C-Signature>

## D. Supplemental sheet for nonproject actions

[Find help for the nonproject actions worksheet<sup>20</sup>](#)

**Do not** use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

- 1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?**

Reducing the number of off-street parking spaces currently required by RMC would not increase/not likely increase discharges to water, emissions to air, or the production, storage or release of toxic or hazardous substances.

- **Proposed measures to avoid or reduce such increases are:**

No measures are proposed because there will be no increases.

- 2. How would the proposal be likely to affect plants, animals, fish, or marine life?**

Reducing the number of off-street parking spaces currently required by RMC would have no impact on/unlikely to impact plants, animals, fish or marine life.

**Proposed measures to protect or conserve plants, animals, fish, or marine life are:**

No measures are proposed because there will be no impacts.

- 3. How would the proposal be likely to deplete energy or natural resources?**

The proposal would not deplete energy or natural resources

- **Proposed measures to protect or conserve energy and natural resources are:**

- No measures are proposed because there will be no impacts.

- 4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?**

It would be unlikely that reducing the number of off-street parking spaces currently required by RMC would impact any of the items listed in number 4 above.

- **Proposed measures to protect such resources or to avoid or reduce impacts are:**

No measures are proposed because there will be no impacts.

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<sup>20</sup> <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-d-non-project-actions>

**5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?**

It would be unlikely that reducing the number of off-street parking spaces currently required by RMC would impact land and shoreline use/cause land/shoreline use incompatible with existing plans. Developers of land would most likely still provide parking when developing a site because Richland/Tri-Cities is auto-dependent, and areas that are considered walkable generally have to be arrived at by automobile as no convenient/rapid transit exists in the area yet and the area is also subject to temperature extremes in summer and winter. A change to land use might be structure parking, rather than surface parking or a building in an area that would be used for surface parking under the current code.

- **Proposed measures to avoid or reduce shoreline and land use impacts are:**

No measures are proposed because there will be no impacts.

**6. How would the proposal be likely to increase demands on transportation or public services and utilities?**

There may be a slight increase in public transportation demand if people find it more convenient to take public transportation than private transportation should developers chose to reduce the parking provided. It is more likely that public parking would be accommodated on public land, rather than private land.

- **Proposed measures to reduce or respond to such demand(s) are:**

No measures proposed to respond to demand as public transport is often underutilized in the City.

**7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.**

The proposal will not conflict with local/state/federal laws or requirements for the protection of the environment. This proposal would bring the municipal code into compliance with Washington SB 5184.



CERTIFICATION OF ENROLLMENT

**ENGROSSED SUBSTITUTE SENATE BILL 5184**

Chapter 204, Laws of 2025

69th Legislature  
2025 Regular Session

MINIMUM PARKING REQUIREMENTS

EFFECTIVE DATE: July 27, 2025

Passed by the Senate April 17, 2025  
Yeas 36 Nays 13

JOHN LOVICK

**President of the Senate**

Passed by the House April 11, 2025  
Yeas 64 Nays 31

LAURIE JINKINS

**Speaker of the House of  
Representatives**

Approved May 7, 2025 1:22 PM

BOB FERGUSON

**Governor of the State of Washington**

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE SENATE BILL 5184** as passed by the Senate and the House of Representatives on the dates hereon set forth.

SARAH BANNISTER

**Secretary**

FILED

May 12, 2025

**Secretary of State  
State of Washington**

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**ENGROSSED SUBSTITUTE SENATE BILL 5184**

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AS AMENDED BY THE HOUSE

Passed Legislature - 2025 Regular Session

**State of Washington**

**69th Legislature**

**2025 Regular Session**

**By** Senate Housing (originally sponsored by Senators Bateman, Trudeau, Frame, Krishnadasan, Lias, Nobles, Pedersen, Salomon, Shewmake, and Stanford)

READ FIRST TIME 02/07/25.

1       AN ACT Relating to minimum parking requirements; adding a new  
2 section to chapter 35.21 RCW; adding a new section to chapter 35A.21  
3 RCW; adding a new section to chapter 36.01 RCW; adding a new section  
4 to chapter 19.27 RCW; creating new sections; and repealing RCW  
5 36.70A.620.

6       BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

7       NEW SECTION.   **Sec. 1.**   The legislature finds that predetermined  
8 on-site parking requirements needlessly drive up the cost of  
9 development, particularly housing; discourage walking and multimodal  
10 transit usage; and encourage excessive reliance of automobiles with  
11 attendant impacts on human health and greenhouse gas emissions. The  
12 legislature further finds that the amount of parking that a project  
13 actually needs should be determined on a case-by-case basis by permit  
14 applicants sensitive to actual market conditions rather than a one-  
15 size-fits-all regulation.

16       NEW SECTION.   **Sec. 2.**   A new section is added to chapter 35.21  
17 RCW to read as follows:

18       (1) A city may not require more than 0.5 parking space per  
19 multifamily dwelling unit or more than one parking space per single-  
20 family home.

1 (2) A city may not require more than two parking spaces per 1,000  
2 square feet of commercial space.

3 (3) A city may not require any minimum parking requirements for:

4 (a) Residences under 1,200 square feet;

5 (b) Commercial spaces under 3,000 square feet;

6 (c) Affordable housing;

7 (d) Senior housing;

8 (e) Child care centers as defined in RCW 43.216.010 that are  
9 licensed or certified by the department of children, youth, and  
10 families;

11 (f) Ground level nonresidential spaces in mixed-use buildings;  
12 and

13 (g) A building undergoing a change of use from a nonresidential  
14 to a residential use or a change of use for a commercial use.

15 (4) For purposes of this section:

16 (a) "Affordable housing" has the same meaning as in RCW  
17 36.70A.030.

18 (b) "Commercial use" means use for nonresidential business  
19 purposes, including retail, office, wholesale, general merchandise,  
20 and food services.

21 (5) This section does not apply to requirements for parking  
22 spaces permanently marked for the exclusive use of individuals with  
23 disabilities in compliance with the Americans with disabilities act.

24 (6) The provisions of this section do not apply:

25 (a) To cities with a population of 30,000 or less, as determined  
26 by the population estimate of the office of financial management  
27 under RCW 43.62.030;

28 (b) If a city submits to the department of commerce an empirical  
29 study prepared by a credentialed transportation or land use planning  
30 expert that clearly demonstrates, and the department finds and  
31 certifies, that the application of the parking limitations of this  
32 section will be significantly less safe for vehicle drivers or  
33 passengers, pedestrians, or bicyclists than the city's current  
34 parking requirements; or

35 (c) To portions of cities within a one-mile radius of a  
36 commercial airport in Washington with at least 9,000,000 annual  
37 enplanements.

38 (7) Cities may require parking in excess of the limitations in  
39 this section for religious organizations and parking requirements for  
40 carpools.

1 (8) Cities are not prohibited from requiring temporary or time-  
2 restricted parking. Cities are encouraged to consider the adequacy of  
3 drop-off space, waiting space, and accessibility in the design review  
4 process when considering the limitations on parking requirements.

5 (9) Cities that have adopted substantially similar policies to  
6 the requirements established in this section may apply to the  
7 department of commerce for a determination of compliance with the  
8 requirements of this section. In determining what is substantially  
9 similar, the department of commerce shall consider whether:

10 (a) The city's parking requirements as of July 2025 have the same  
11 or lower parking minimums than the requirements of this section;

12 (b) The city's parking requirements are equal to the average  
13 number of parking stalls required per residential unit and the  
14 average number of parking stalls required per 1,000 square feet of  
15 commercial space; and

16 (c) The city's parking requirements for affordable housing,  
17 senior housing, housing for people with disabilities, and child care  
18 facilities are equivalent to the requirements of this section.

19 (10) Cities may submit a request for a variance from the  
20 requirements of this section to the department of commerce if  
21 compliance with the requirements of this section would be hazardous  
22 to the life, health, and safety of residents as confirmed by a  
23 building official or fire marshal, or their designees. A request for  
24 a variance may include requests to require additional parking spaces  
25 permanently marked for the exclusive use of individuals with  
26 disabilities beyond those required for compliance with the Americans  
27 with disabilities act based on the planned or likely population,  
28 location, or safety of a building, using objective standards.

29 (11) Cities with a population between 30,000 and 50,000 shall  
30 implement the requirements of this section within three years of the  
31 effective date of this act. Cities with a population of 50,000 or  
32 greater shall implement the requirements of this act within 18 months  
33 of the effective date of this act.

34 NEW SECTION. **Sec. 3.** A new section is added to chapter 35A.21  
35 RCW to read as follows:

36 (1) A code city may not require more than 0.5 parking space per  
37 multifamily dwelling unit or more than one parking space per single-  
38 family home.

1 (2) A code city may not require more than two parking spaces per  
2 1,000 square feet of commercial space.

3 (3) A code city may not require any minimum parking requirements  
4 for:

5 (a) Residences under 1,200 square feet;

6 (b) Commercial spaces under 3,000 square feet;

7 (c) Affordable housing;

8 (d) Senior housing;

9 (e) Child care centers as defined in RCW 43.216.010 that are  
10 licensed or certified by the department of children, youth, and  
11 families;

12 (f) Ground level nonresidential spaces in mixed-use buildings;  
13 and

14 (g) A building undergoing a change of use from a nonresidential  
15 to a residential use or a change of use for a commercial use.

16 (4) For purposes of this section:

17 (a) "Affordable housing" has the same meaning as in RCW  
18 36.70A.030.

19 (b) "Commercial use" means use for nonresidential business  
20 purposes, including retail, office, wholesale, general merchandise,  
21 and food services.

22 (5) This section does not apply to requirements for parking  
23 spaces permanently marked for the exclusive use of individuals with  
24 disabilities in compliance with the Americans with disabilities act.

25 (6) The provisions of this section do not apply:

26 (a) To code cities with a population of 30,000 or less, as  
27 determined by the population estimate of the office of financial  
28 management under RCW 43.62.030;

29 (b) If a code city submits to the department of commerce an  
30 empirical study prepared by a credentialed transportation or land use  
31 planning expert that clearly demonstrates, and the department finds  
32 and certifies, that the application of the parking limitations of  
33 this section will be significantly less safe for vehicle drivers or  
34 passengers, pedestrians, or bicyclists than the code city's current  
35 parking requirements; or

36 (c) To portions of code cities within a one-mile radius of a  
37 commercial airport in Washington with at least 9,000,000 annual  
38 enplanements.

1 (7) Code cities may require parking in excess of the limitations  
2 in this section for religious organizations and parking requirements  
3 for carpools.

4 (8) Code cities are not prohibited from requiring temporary or  
5 time-restricted parking. Code cities are encouraged to consider the  
6 adequacy of drop-off space, waiting space, and accessibility in the  
7 design review process when considering the limitations on parking  
8 requirements.

9 (9) Code cities that have adopted substantially similar policies  
10 to the requirements established in this section may apply to the  
11 department of commerce for a determination of compliance with the  
12 requirements of this section. In determining what is substantially  
13 similar, the department of commerce shall consider whether:

14 (a) The code city's parking requirements as of July 2025 have the  
15 same or lower parking minimums than the requirements of this section;

16 (b) The code city's parking requirements are equal to the average  
17 number of parking stalls required per residential unit and the  
18 average number of parking stalls required per 1,000 square feet of  
19 commercial space; and

20 (c) The code city's parking requirements for affordable housing,  
21 senior housing, housing for people with disabilities, and child care  
22 facilities are equivalent to the requirements of this section.

23 (10) Code cities may submit a request for a variance from the  
24 requirements of this section to the department of commerce if  
25 compliance with the requirements of this section would be hazardous  
26 to the life, health, and safety of residents as confirmed by a  
27 building official or fire marshal, or their designees. A request for  
28 a variance may include requests to require additional parking spaces  
29 permanently marked for the exclusive use of individuals with  
30 disabilities beyond those required for compliance with the Americans  
31 with disabilities act based on the planned or likely population,  
32 location, or safety of a building, using objective standards.

33 (11) Code cities with a population between 30,000 and 50,000  
34 shall implement the requirements of this section within three years  
35 of the effective date of this act. Code cities with a population of  
36 50,000 or greater shall implement the requirements of this act within  
37 18 months of the effective date of this act.

38 NEW SECTION. **Sec. 4.** A new section is added to chapter 36.01  
39 RCW to read as follows:

1 (1) A county may not require more than 0.5 parking space per  
2 multifamily dwelling unit or more than one parking space per single-  
3 family home.

4 (2) A county may not require more than two parking spaces per  
5 1,000 square feet of commercial space.

6 (3) A county may not require any minimum parking requirements  
7 for:

8 (a) Residences under 1,200 square feet;

9 (b) Commercial spaces under 3,000 square feet;

10 (c) Affordable housing;

11 (d) Senior housing;

12 (e) Child care centers as defined in RCW 43.216.010 that are  
13 licensed or certified by the department of children, youth, and  
14 families;

15 (f) Ground level nonresidential spaces in mixed-use buildings;  
16 and

17 (g) A building undergoing a change of use from a nonresidential  
18 to a residential use or a change of use for a commercial use.

19 (4) For purposes of this section:

20 (a) "Affordable housing" has the same meaning as in RCW  
21 36.70A.030.

22 (b) "Commercial use" means use for nonresidential business  
23 purposes, including retail, office, wholesale, general merchandise,  
24 and food services.

25 (5) This section does not apply to requirements for parking  
26 spaces permanently marked for the exclusive use of individuals with  
27 disabilities in compliance with the Americans with disabilities act.

28 (6) The provisions of this section do not apply:

29 (a) If a county submits to the department of commerce an  
30 empirical study prepared by a credentialed transportation or land use  
31 planning expert that clearly demonstrates, and the department finds  
32 and certifies, that the application of the parking limitations of  
33 this section will be significantly less safe for vehicle drivers or  
34 passengers, pedestrians, or bicyclists than the county's current  
35 parking requirements; or

36 (b) To portions of counties within a one-mile radius of a  
37 commercial airport in Washington with at least 9,000,000 annual  
38 enplanements.

1 (7) A county may require off-street parking if the county's roads  
2 are not developed to the standards for streets and roads adopted by  
3 the cities within that county.

4 (8) Counties may require parking in excess of the limitations in  
5 this section for religious organizations and parking requirements for  
6 carpools.

7 (9) Counties are not prohibited from requiring temporary or time-  
8 restricted parking. Counties are encouraged to consider the adequacy  
9 of drop-off space, waiting space, and accessibility in the design  
10 review process when considering the limitations on parking  
11 requirements.

12 (10) A county may submit a request for a variance from the  
13 requirements of this section to require additional parking spaces  
14 permanently marked for the exclusive use of individuals with  
15 disabilities beyond those required for compliance with the Americans  
16 with disabilities act based on the planned or likely population,  
17 location, or safety of a building, using objective standards.

18 (11) Counties that have adopted substantially similar policies to  
19 the requirements established in this section may apply to the  
20 department of commerce for a determination of compliance with the  
21 requirements of this section. In determining what is substantially  
22 similar, the department of commerce shall consider whether:

23 (a) The county's parking requirements as of July 2025 have the  
24 same or lower parking minimums than the requirements of this section;

25 (b) The county's parking requirements are equal to the average  
26 number of parking stalls required per residential unit and the  
27 average number of parking stalls required per 1,000 square feet of  
28 commercial space; and

29 (c) The county's parking requirements for affordable housing,  
30 senior housing, housing for people with disabilities, and child care  
31 facilities are equivalent to the requirements of this section.

32 (12) Counties with a population between 30,000 and 50,000 shall  
33 implement the requirements of this section within three years of the  
34 effective date of this act. Counties with a population of 50,000 or  
35 greater shall implement the requirements of this act within 18 months  
36 of the effective date of this act.

37 NEW SECTION. **Sec. 5.** A new section is added to chapter 19.27  
38 RCW to read as follows:



1       The state building code council shall research and, if necessary,  
2       adopt by rule updated accessible parking space requirements in the  
3       state building code promulgated under this chapter to align with  
4       current research on disability rates among drivers.

5       NEW SECTION.   **Sec. 6.**   RCW 36.70A.620 (Cities planning under RCW  
6       36.70A.040—Minimum residential parking requirements) and 2020 c 173 s  
7       3 & 2019 c 348 s 5 are each repealed.

8       NEW SECTION.   **Sec. 7.**   This act may be known and cited as the  
9       parking reform and modernization act.

      Passed by the Senate April 17, 2025.  
      Passed by the House April 11, 2025.  
      Approved by the Governor May 7, 2025.  
      Filed in Office of Secretary of State May 12, 2025.

--- END ---

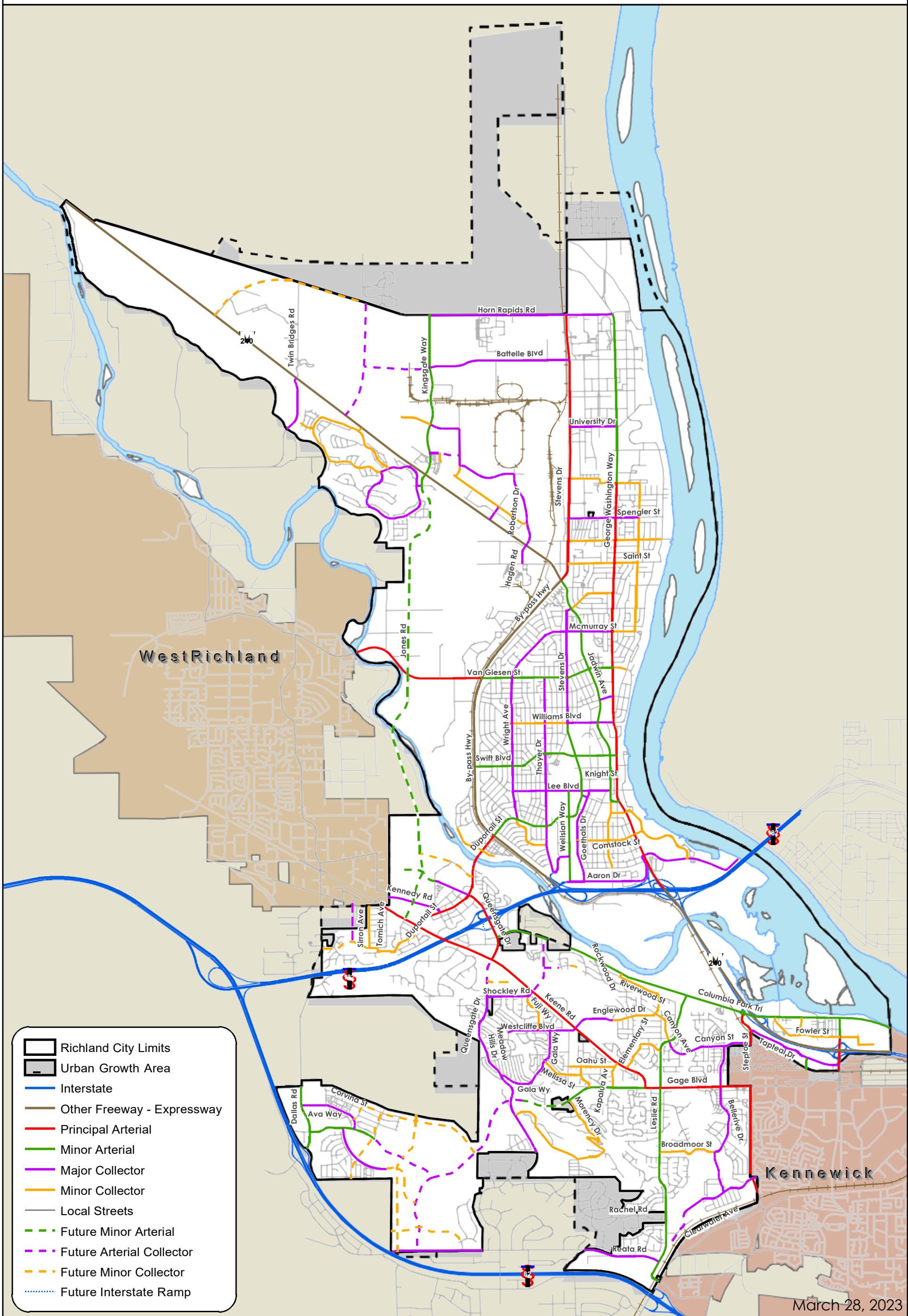


Figure LU-4: Critical Areas Map

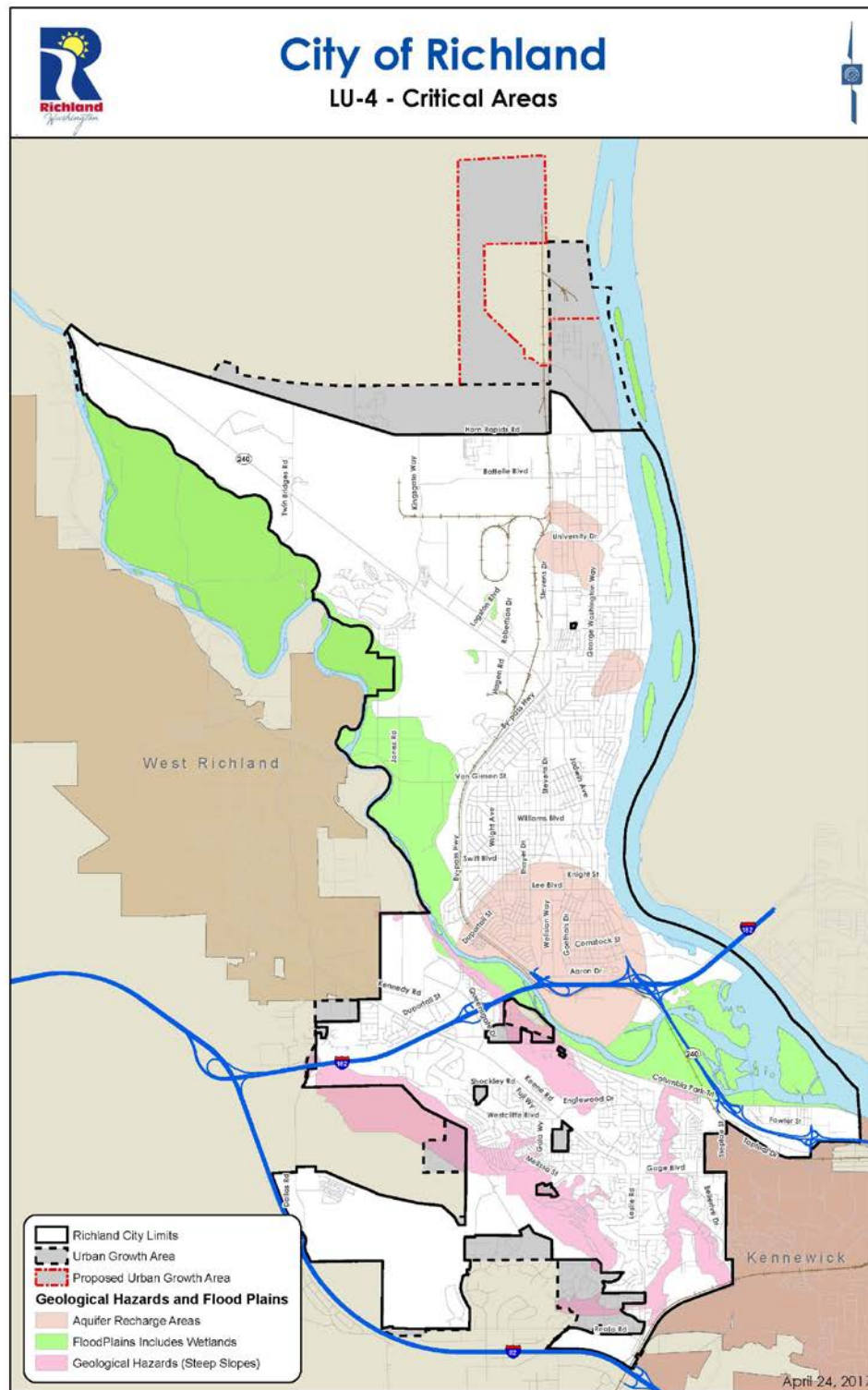
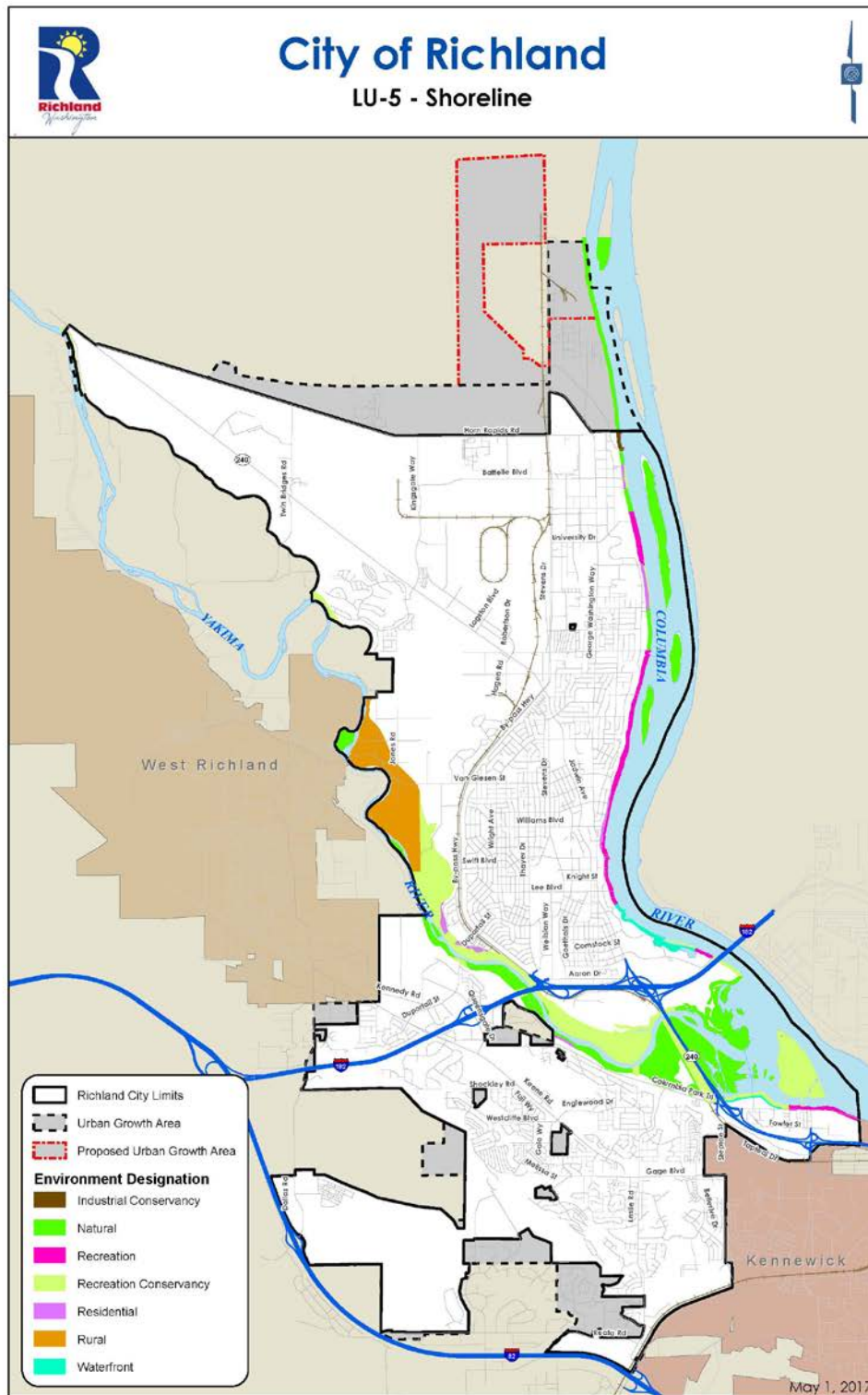




Figure LU-5: Shoreline Map



The Beaufort Gazette  
The Belleville News-Democrat  
Bellingham Herald  
Centre Daily Times  
Sun Herald  
Idaho Statesman  
Bradenton Herald  
The Charlotte Observer  
The State  
Ledger-Enquirer

Durham | The Herald-Sun  
Fort Worth Star-Telegram  
The Fresno Bee  
The Island Packet  
The Kansas City Star  
Lexington Herald-Leader  
The Telegraph - Macon  
Merced Sun-Star  
Miami Herald  
El Nuevo Herald

The Modesto Bee  
The Sun News - Myrtle Beach  
Raleigh News & Observer  
Rock Hill | The Herald  
The Sacramento Bee  
San Luis Obispo Tribune  
Tacoma | The News Tribune  
Tri-City Herald  
The Wichita Eagle  
The Olympian

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ATTENTION: CITY OF RICHLAND/LEGALS IP  
625 SWIFT BLVD. MS-11  
RICHLAND, WA 99352  
janderson@ci.richland.wa.us;tclark@ci.richland.wa.us;purchasing@ci.richland.wa.us

CITY OF RICHLAND  
NOTICE OF SEPA  
DETERMINATION

**Date Notice Issued:** August 17, 2025, per WAC 197-11-340(2)

**File #:** PLN-T1-2025-00308

**Proponent:** Mike Rizzitiello, Development Services Director, City of Richland, 625 Swift Blvd, Richland, WA 99352

**Proposal:** The City of Richland is proposing to amend Richland Municipal Code (RMC) Chapter 23.54, Off-Street Parking and Landscaping, to remove all minimum requirements for the number of off-street parking spaces required within the City.

**Location of Proposal(s):** This code change would affect all land within the City of Richland's municipal boundaries.

**Determination:** The City has reviewed the project for environmental impacts and has issued a determination of non-significance using the process outlined in WAC 197-11-340(2). This may be the only opportunity to comment on the environmental impacts of the proposal.

**Public Comments Due:**  
August 20, 2025

**Contact:**  
Mike Stevens, Planning Manager  
625 Swift Boulevard, MS-35  
Richland, WA 99352  
mstevens@ci.richland.wa.us

Date Published: Sunday, August 17, 2025  
IPL0263930  
Aug 17 2025

COUNTY OF BENTON)

SS

STATE OF WASHINGTON)

the undersigned, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, and that said newspaper was regularly distributed to its subscribers during all of this period.

1.0 insertion(s) published on:  
08/17/25 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

Sherry Chasteen



Sherry Chasteen

Amanda Rodela



Sworn to and subscribed before  
me on Aug 18, 2025, 10:03 AM ED



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX\*



**CITY OF RICHLAND  
NOTICE OF SEPA  
DETERMINATION**

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**Public Comments Due:**

August 20, 2025

**Contact:**

Mike Stevens, Planning Manager  
625 Swift Boulevard, MS-35  
Richland, WA 99352  
mstevens@ci.richland.wa.us

Date Published: Sunday, August 17,

2025

IFL0263930

Aug 17 2025



## Exhibit 5

STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE  
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

09/02/2025

Mr. Mike Stevens  
Planning Manager  
City of Richland  
505 Swift Boulevard  
Post Office Box 190  
Richland, WA 99352

Sent Via Electronic Mail

Re: City of Richland--2025-S-9808--Request for Expedited Review / Notice of Intent to Adopt Amendment

Dear Mr. Stevens:

Thank you for sending the Washington State Department of Commerce (Commerce) the Request for Expedited Review / Notice of Intent to Adopt Amendment as required under [RCW 36.70A.106](#). We received your submittal with the following description.

**Proposed amendment to Richland Municipal Code (RMC) Chapter 23.54, Off-Street Parking and Landscaping, to remove all minimum requirements for the number of off-street parking spaces required within the City.**

We received your submittal on 09/02/2025 and processed it with the Submittal ID 2025-S-9808. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 11/01/2025.

You requested expedited review under [RCW 36.70A.106\(3\)\(b\)](#). We have forwarded a copy of this notice to other state agencies for expedited review and comment. If one or more state agencies indicate that they will be commenting, then Commerce will deny expedited review and the standard 60-day review period (from date received) will apply. Commerce will notify you by e-mail regarding of approval or denial of your expedited review request. If approved for expedited review, then final adoption may occur no earlier than fifteen calendar days after the original date of receipt by Commerce.

If you have any questions, please contact Growth Management Services at [reviewteam@commerce.wa.gov](mailto:reviewteam@commerce.wa.gov), or call Chaz Bates, (509) 606-3501.

Sincerely,

Review Team  
Growth Management Services





**From:** [Chris Sittman](#)  
**To:** [Stevens, Mike](#)  
**Cc:** [Wendy Durado](#)  
**Subject:** RE: City of Richland Parking Code Text Amendment PLN-T1-2025-00308 SEPA  
**Date:** Tuesday, August 19, 2025 2:53:33 PM  
**Attachments:** [image001.png](#)

---

**[EXTERNAL EMAIL]** Exercise caution before clicking links or opening attachments.

KID has no comments.

**Chris D. Sittman**  
Engineering Dept./CAD Specialist  
Kennewick Irrigation District  
2015 S. Ely St.  
Kennewick, WA 99337  
Desk: 509-460-5435  
Cell: 509-873-1123

---

**From:** Stevens, Mike <mstevens@CI.RICHLAND.WA.US>  
**Sent:** Wednesday, August 13, 2025 3:47 PM  
**To:** accastle@bpa.gov <accastle@bpa.gov>; admin@basindisposal.com; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; BC Planning - Michelle Cooke <Michelle.Cooke@co.benton.wa.us>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton County Planning <Planning.Department@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey\_Barney@Yakama.com>; chaz.bates@commerce.wa.gov <chaz.bates@commerce.wa.gov>; city@basindisposal.com; Corrine Camuso, Yakama Nation <Corrine\_Camuso@Yakama.com>; Craig Hamilton <c.hamilton@bces.wa.gov>; Crosepa@ecy.wa.gov <Crosepa@ecy.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodders@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday <erin.hockaday@bfhd.wa.gov>; Former Orchards <FormerOrchards@ecy.wa.gov>; GIS <gis@co.benton.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Hogan, Jodi <jhogan@CI.RICHLAND.WA.US>; Homero.Gonzalez@ziplly.com; ian\_gray@yakama.com; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <JMcShane@kid.org>; Jessica Lally, Yakama Nation <Jessica\_Lally@Yakama.com>; JLKinch@bpa.gov; Jodeer@bfhd.wa.gov; John Lyle <john.lyle@bentoncleanair.org>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziplly.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Ken Gosney <ken.gosney@rsd.edu>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; Development <development@kid.org>; Matthew Berglund <MBerglund@kid.org>; Kramer, Steve

<skramer@ci.richland.wa.us>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Acevedo, Mizaël <macevedo@CI.RICHLAND.WA.US>; NMCummings@bpa.gov; Noah Oliver, Yakama Nation <Noah\_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; PublicWorks@co.benton.wa.us; Quentin Wright <QWright@portofbenton.com>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; rgoede@noanet.net; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Ryan Anderson <rand461@ECY.WA.GOV>; Sanchez, Juan <jsanchez@CI.RICHLAND.WA.US>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Schluter, Shaun <sschluter@CI.RICHLAND.WA.US>; SEPA BFHD <SEPA@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>; Tyler Thompson-Benton County Clean Air <tyler.thompson@bentoncleanair.org>; 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>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>; Zanin, Heather <hzanin@ci.richland.wa.us>

**Subject:** City of Richland Parking Code Text Amendment PLN-T1-2025-00308 SEPA

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Everybody,

The City of Richland is proposing to amend its Parking and Landscaping regulations by removing all minimum parking requirements for new developments within the City, as well as make other minor modifications to the parking/landscaping requirements. The proposed amendment would apply citywide and is anticipated to go before the Planning Commission for an open-record hearing on Wednesday, September 24, 2025. Please review the attached materials relative to your agency's regulations and submit any comments pertaining to SEPA (environmental impacts) no later than 5:00 PM on Friday, August 29, 2025. Comments may be submitted via e-mail to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us) or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

If you are unable to open the attachment you may also view the materials online at: <https://www.ci.richland.wa.us/home/showpublisheddocument/18168>

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.*

**From:** [Lora Rathbone](#)  
**To:** [Stevens, Mike](#)  
**Subject:** SEPA determination RE off street parking and landscaping comment  
**Date:** Wednesday, August 20, 2025 8:30:20 PM

---

You don't often get email from ldrathbone@outlook.com. [Learn why this is important](#)

**[EXTERNAL EMAIL]** Exercise caution before clicking links or opening attachments.

I hope I didn't wait too long to send this.

I think it's a great idea to remove requirement for minimum number of parking spaces in Richland. It likely will have a positive environmental impact by allowing for more green space and potentially less driving and more walking.

*Lora Rathbone*  
538 Fuller St  
Richland, WA 99354

**From:** [Rodgers, Deborah \(CONTR\) - TERR-TRI CITIES RMHQ](#)  
**To:** [Stevens, Mike](#)  
**Cc:** [Kinch, James L \(BPA\) - TERR-BELL-1](#); [Connell, Valorie L \(BPA\) - TERR-PASCO](#)  
**Subject:** RE: City of Richland Parking Code Text Amendment PLN-T1-2025-00308 SEPA  
**Date:** Thursday, August 28, 2025 12:25:53 PM  
**Attachments:** [image001.png](#)

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**[EXTERNAL EMAIL]** Exercise caution before clicking links or opening attachments.

Mike,

Bonneville Power Administration (BPA) has had the opportunity to review City of Richland Parking Code Text Amendment PLN-T1-2025-00308 SEPA. In researching our records, we have found that this proposal will not directly impact BPA facilities. BPA does not have any objections to the approval of this request at this time.

If you have any questions or need additional information, please feel free to contact Luke Kinch at (509) 468-3095 or by email at [JLKInch@bpa.gov](mailto:JLKInch@bpa.gov).

Thank you for the opportunity to review this application.

**Deborah Rodgers**

**[BONNEVILLE POWER ADMINISTRATION](#)**

**[DEPARTMENT OF ENERGY](#)**

(CONTR) Actalent

Realty Technician 3 | Real Property Field Services | TERR/Tri-Cities-RMHQ

[dxrodgers@bpa.gov](mailto:dxrodgers@bpa.gov) | O: 509-544-4749 | C: 360-624-0566

---

**From:** Stevens, Mike <[mstevens@CI.RICHLAND.WA.US](mailto:mstevens@CI.RICHLAND.WA.US)>

**Sent:** Wednesday, August 13, 2025 3:47 PM

**To:** Castle, Angela C (CONTR) - TERR-PASCO <[ACCastle@bpa.gov](mailto:ACCastle@bpa.gov)>; [admin@basindisposal.com](mailto:admin@basindisposal.com); Ashley Morton <[AshleyMorton@ctuir.org](mailto:AshleyMorton@ctuir.org)>; Badger Mountain Irrigation District <[bmidmanager@badgermountainirrigation.com](mailto:bmidmanager@badgermountainirrigation.com)>; BC Planning - Michelle Cooke <[Michelle.Cooke@co.benton.wa.us](mailto:Michelle.Cooke@co.benton.wa.us)>; Benton County - Segregations <[Segregations@co.benton.wa.us](mailto:Segregations@co.benton.wa.us)>; Benton County Planning <[Planning.Department@co.benton.wa.us](mailto:Planning.Department@co.benton.wa.us)>; Benton PUD, Broadband <[osp@noanet.net](mailto:osp@noanet.net)>; Benton PUD, Electrical <[engservice@bentonpud.org](mailto:engservice@bentonpud.org)>; Carrie Thompson <[carrie.thompson@bnsf.com](mailto:carrie.thompson@bnsf.com)>; Casey Barney, Yakama Nation <[Casey\\_Barney@Yakama.com](mailto:Casey_Barney@Yakama.com)>; [chaz.bates@commerce.wa.gov](mailto:chaz.bates@commerce.wa.gov) <[chaz.bates@commerce.wa.gov](mailto:chaz.bates@commerce.wa.gov)>; [city@basindisposal.com](mailto:city@basindisposal.com); Corrine Camuso, Yakama Nation <[Corrine\\_Camuso@Yakama.com](mailto:Corrine_Camuso@Yakama.com)>; Craig Hamilton <[c.hamilton@bces.wa.gov](mailto:c.hamilton@bces.wa.gov)>; Crosepa@ecy.wa.gov <[Crosepa@ecy.wa.gov](mailto:Crosepa@ecy.wa.gov)>; DAHP SEPA Reviews <[sepa@dahp.wa.gov](mailto:sepa@dahp.wa.gov)>; DAlessandro, Carlo <[cdalessandro@CI.RICHLAND.WA.US](mailto:cdalessandro@CI.RICHLAND.WA.US)>; Davis, Deanna <[d.davis@bces.wa.gov](mailto:d.davis@bces.wa.gov)>; Rodgers, Deborah (CONTR) - TERR-TRI CITIES RMHQ <[dxrodgers@bpa.gov](mailto:dxrodgers@bpa.gov)>; Deskins, John <[jdeskins@CI.RICHLAND.WA.US](mailto:jdeskins@CI.RICHLAND.WA.US)>; Eric Mendenhall <[emendenhall@westrichland.org](mailto:emendenhall@westrichland.org)>; Erin Hockaday <[erin.hockaday@bfhd.wa.gov](mailto:erin.hockaday@bfhd.wa.gov)>; Former Orchards <[FormerOrchards@ecy.wa.gov](mailto:FormerOrchards@ecy.wa.gov)>; GIS <[gis@co.benton.wa.us](mailto:gis@co.benton.wa.us)>; Greg Wendt <[greg.wendt@co.benton.wa.us](mailto:greg.wendt@co.benton.wa.us)>; Hill, Kelly <[khill@CI.RICHLAND.WA.US](mailto:khill@CI.RICHLAND.WA.US)>; Hogan, Jodi <[jhogan@CI.RICHLAND.WA.US](mailto:jhogan@CI.RICHLAND.WA.US)>;

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**Subject:** City of Richland Parking Code Text Amendment PLN-T1-2025-00308 SEPA

Hello Everybody,

The City of Richland is proposing to amend its Parking and Landscaping regulations by removing all minimum parking requirements for new developments within the City, as well as make other minor modifications to the parking/landscaping requirements. The proposed amendment would apply citywide and is anticipated to go before the Planning Commission for an open-record hearing on Wednesday, September 24, 2025. Please review the attached materials relative to your agency's regulations and submit any comments pertaining to SEPA (environmental impacts) no later than 5:00 PM on Friday, August 29, 2025. Comments may be submitted via e-mail to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us) or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

If you are unable to open the attachment you may also view the materials online at: <https://www.ci.richland.wa.us/home/showpublisheddocument/18168>

Thank you,

**Mike Stevens**



Planning Manager

625 Swift Blvd., MS-35 | Richland, WA 99352  
509.942.7596

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## **CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING (PLN-T4-2025-00003)**

The City of Richland is proposing to amend the Richland Municipal Code (RMC) Chapter 23.54, Off-Street Parking and Landscaping, to remove all minimum requirements for the number of off-street parking spaces required within the City.

Pursuant to Richland Municipal Code (RMC) Section 19.20 the Richland Planning Commission will conduct a public hearing and review of the proposed code amendment on Wednesday, September 24, 2025 at 6:00 p.m. in the Richland City Hall Council Chambers, 625 Swift Blvd. All interested parties are invited to attend and present testimony at the public hearing.

**Environmental Review:** The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts. A Determination of Non-Significance (DNS) was issued by the City on August 13, 2025 (PLN-T1-2025-00308).

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Blvd., MS-35, Richland, WA 99352. Comments may also be emailed to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us). Written comments should be received no later than 5:00 p.m. on Wednesday, September 17, 2025 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

Copies of the staff report and recommendation will be available on the City of Richland website [www.ci.richland.wa.us](http://www.ci.richland.wa.us) beginning Thursday, September 18, 2025.

Comment Period Begins: September 2, 2025



AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification        | Order PO                 | Cols | Depth |
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| 51422     | IPL0269718   | Legal Ad - IPL0269718 | PC PHN PLN-T4-2025-00003 | 1.0  | 52.0L |

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CITY OF RICHLAND  
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PUBLIC HEARING

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Date Published: Sunday, September 7, 2025  
IPL0269718  
Sep 7 2025

COUNTY OF BENTON)  
SS

STATE OF WASHINGTON)

the undersigned, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, and that said newspaper was regularly distributed to its subscribers during all of this period.

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Mary Castro

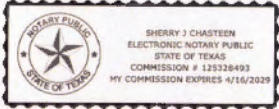


Mary Castro

Sherry J Chasteen



Sworn to and subscribed before  
me on Sep 8, 2025, 10:25 AM EDT



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX®



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Date Published: Sunday, September 7, 2025  
IFL0269718  
Sep 7 2025

## MEMORANDUM

**To:** Joe Schiessl, AICP  
Deputy City Manager, City of Richland

**From:** Robert Ferrin, PTMP  
Kimley-Horn & Associates, Inc.

**Date:** October 20, 2025

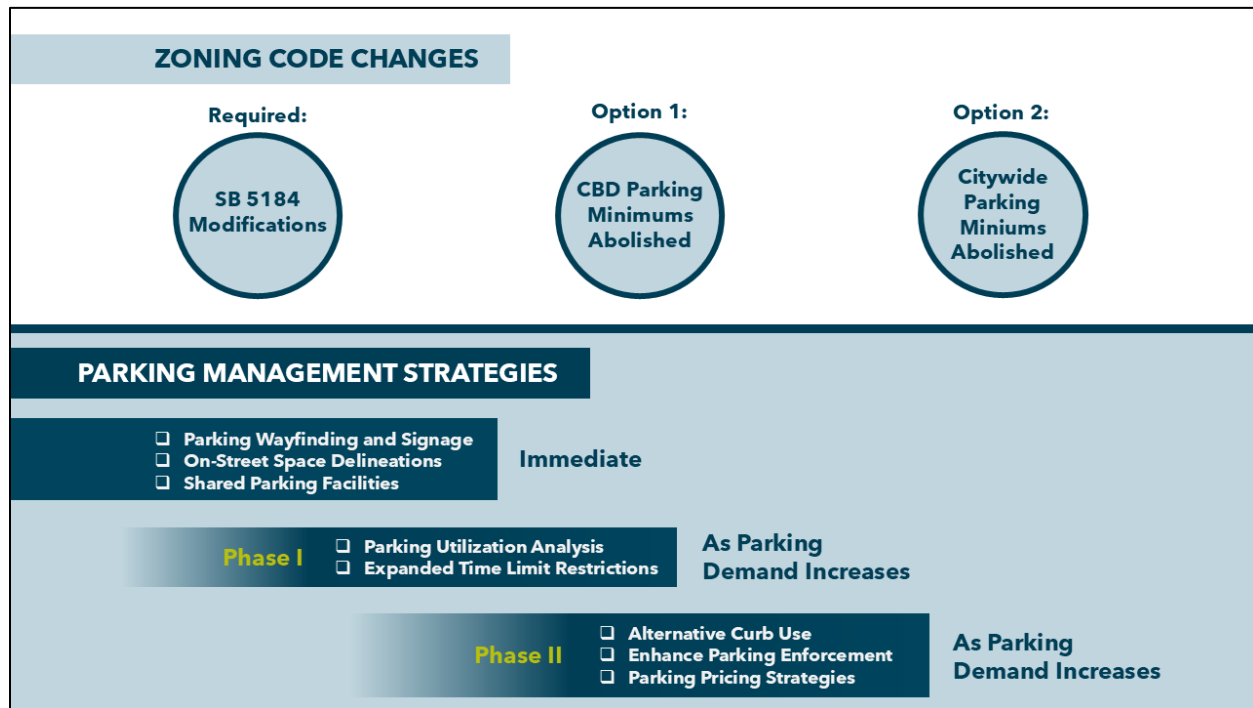
**Subject:** City of Richland Parking Optimization Project

## INTRODUCTION

This memorandum provides an overview of Kimley-Horn's advisory services performed for the City of Richland Parking Optimization Project. The Optimization Project focused on needed adjustments to the City of Richland's Zoning Code and general guidance on parking management principles to manage parking now and in the future in the Central Business District. This memorandum outlines existing conditions, industry best practices, stakeholder engagement process and feedback, and parking optimization recommendations the City should explore for implementation. The analysis of existing conditions, parking industry trends, and public engagement informed recommendations proposed by Kimley-Horn. An initial project study area map is included in **Figure 1**. These recommendations are focused on changes to both the Richland Zoning Code and the introduction of parking management strategies to support potential outcomes created by Zoning Code changes. **Figure 2** illustrates potential approaches the City may consider in optimizing both its parking regulatory and management strategies to support economic development goals. Certain parking management strategies should be implemented when specific conditions or "triggers," indicate the need for them.



**Figure 1: Initial Project Study Area**



**Figure 2: Parking Optimization Recommendations**

## EXISTING CONDITIONS

The existing conditions review analyzed relevant planning documents, zoning code, and state legislation related to minimum parking requirements and general parking management in Richland. Local planning efforts and state legislation provided policy guidance to identify relevant local and statewide goals. The zoning code outlines minimum parking requirements for development and redevelopment of private property. Reviewed plan documents included:

- Richland Parking Study and Planning Strategies Report (2024)
- Richland Strategic Plan (FY24-26)
- Downtown Connectivity Study (2020)
- City of Richland Comprehensive Plan (2019)
- Strategic Leadership Plan (2018)

The major goals outlined in these plans, including increased housing, mixed-use development, urban infill, and economic development, are impacted by zoning and parking requirements. The Richland Parking Study and Planning Strategies Report, commissioned by the City in partnership with the Benton-Franklin Council of Governments, analyzed parking capacity and utilization in Richland's Central Business District (CBD). Key findings indicated an abundance of underutilized parking in the CBD. Off-street parking utilization peaked at 50% and averaged 38% parking utilization, while on-street parking utilization peaked at 26% and averaged 20% parking utilization (Stantec, 2024). The data gathered and analyzed in this study demonstrated ample parking availability and highlighted potential opportunities for surface parking lot redevelopment. In addition to performing a document review Kimley Horn also closely studied aerial photography and spoke with long-term City employees and residents to gain local familiarity. Results of this study, coupled with parking optimization trends nationally and regionally, and local



knowledge, led City leadership to consider the impact minimum parking requirements have on the ability of the private market to redevelop underutilized property in the CBD.

The Richland zoning code was analyzed for parking regulations, requirements, and guidelines. A summary of reviewed code can be found in **Table 1**. The current code establishes minimums and standards for new developments. More detailed information regarding minimum parking requirements, including potential adjustments, can be found in **Appendix A and B**. These minimum parking requirements can lead to an overabundance of parking spaces, restricting the amount of land that can be used for other uses. In addition to outlining minimum vehicle parking requirements, the current code also outlines bicycle parking requirements, parking requirement exceptions for mixed-use and shared parking, and requirements for lots where there is a plan on redeveloping to a different use classification.

**Table 1: Summary of reviewed current zoning code sections**

| Current Zoning Code | Subject                         | Summary                                                                                                                                                                                                                                     |
|---------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 23.54.010           | Off-Street Parking Required     | Off-street parking must be provided and improved for all new developments. For existing uses that alter in a way increases parking needs by more than 10%, additional parking must be provided unless the increase is four spaces or fewer. |
| 23.54.020           | Standards and Requirements      | Specific parking standard requirements based on use. Full breakdown of parking requirements can be found in <b>Table 2</b>                                                                                                                  |
| 23.54.050           | Bicycles                        | Outlines bicycle parking minimum requirements along with standards for areas around the bicycle parking spaces                                                                                                                              |
| 23.54.060           | Mixed Occupancies               | Mixed use development must combine the parking requirements for all the various uses in the development. Parking designed for one use cannot be counted for any other use                                                                   |
| 23.54.070 & .080    | Joint Use of Parking Facilities | Two uses may use one parking facility, and the parking minimum is therefore reduced by 10%                                                                                                                                                  |
| 23.54.100           | Spaces Lost for Access          | If a development is changing the use of an existing lot, the new development must provide additional parking equal to the number of spaces taken away. The development must also meet parking minimums for the new use.                     |
| 23.54.120           | Layout Plan                     | Documentation illustrating the location of buildings, parking spaces, landscaping, access aisles, and driveways as part of the permit issuance process.                                                                                     |

The State of Washington passed Senate Bill (SB) 5184, see **Appendix C**, impacting minimum parking requirements established at the local level, including that of the City of Richland. SB 5184 went into effect on July 27th, 2025, and aims to optimize minimum parking requirements to assist in meeting statewide goals of affordable housing, urban development, and sustainability. These goals are closely aligned with the goals in several aforementioned city planning studies. Many uses, including hotels, schools, and hospitals, are not affected by the bill. Land uses identified in the Richland Zoning Code that will no longer have minimum parking requirements based on the passage of SB 5184 include:

- Residences under 1,200 square feet (SF)
- Affordable housing
- Commercial spaces under 3,000 SF
- Senior housing
- Childcare centers
- Ground level nonresidential spaces in mixed-use developments
- Buildings undergoing a use change (nonresidential to residential, commercial)

Additionally, minimum parking requirements for most residential uses will be reduced. For example, residential uses that now must provide at least 1 to 2 spaces per dwelling unit will only be required to provide 0.5 to 1 space per dwelling unit. The full breakdown of Richland's adjusted minimum parking requirements can be found in **Appendix A**. The City is obligated to comply with SB 5184 by no later than January 2027. Early adoption is allowed.

## INDUSTRY BEST PRACTICE

Various cities around the nation are implementing parking optimization to support economic development, meet sustainability goals, and take a market-based approach to the delivery of on-site parking. Parking optimization can involve abolishing minimum parking requirements, reducing minimum parking requirements, or implementing parking maximums, often integrating multiple strategies together. The optimization can occur at a jurisdictional-wide level, or within certain geographies of a city such as a CBD or around high-capacity transit stops. An analysis of cities was conducted to evaluate the impacts of parking optimization on economic development and the overall parking system. Cities were chosen based on similar geographic location and population. Cities in proximity to Richland that adopted parking optimization include:

- Bellingham, WA
- College Place, WA
- Pasco, WA
- Port Townsend, WA
- Spokane, WA
- Walla Walla, WA
- Beaverton, OR
- Bend, OR
- Corvallis, OR
- Eugene, OR
- Portland, OR
- Springfield, OR

Many of these local cities, including Pasco and Walla Walla are following trends of abolishment of minimum parking requirements either city-wide or in a portion of the city. And following the passage of SB 5184 the cities of Bremerton and Bothell both approved a complete abolishment of minimum parking requirements.

An additional three cities were chosen to analyze parking optimization impacts, Fayetteville, AR; Sandpoint, ID; and Chattahoochee Hills, GA.

### Fayetteville, AK

Fayetteville, Arkansas adopted parking optimization in 2015 to combat issues of vacant parking lots and costly minimum parking requirements. Fayetteville removed minimum parking requirements from commercial developments and reduced minimum parking requirements for residential developments. They also established parking maximums to limit the amount of space a development can use for parking. Positive economic outcomes that resulted from the optimization include Feed and Folly, a restaurant developed on a 40-year-old vacant lot, and W. Prairie St. Development, a mixed-use residential, commercial, and office space project.

### **Sandpoint, ID**

Sandpoint is a city in northern Idaho that adopted parking optimization in 2009. Optimization was specifically concentrated in the downtown area. The City was having issues with larger developments who were buying smaller lots to meet minimum parking requirements. This led to the loss of several smaller businesses who were losing their lots. The optimization took a dynamic approach, with the removal of minimum parking requirements in the downtown core and reduced minimum parking requirements in the rest of the city. Additionally, the City wanted to increase affordable housing, so reduced the parking minimum by 20% for new affordable housing developments. The parking optimization led to new commercial development such as Kochava Tech Startup. Kochava redeveloped a vacant lumber storage facility into their headquarters, which is now assessed to be over \$2 million.

### **Chattahoochee Hills, GA**

Chattahoochee Hills is a rural city in Georgia that wanted to protect farmland and natural forests. In the early 2000's, highway development led to expanding commercial development which required large amounts of space to meet minimum parking requirements. In 2007, the City optimized the code to change minimum parking requirements into parking maximums, limiting the amount of space that can be used for parking. As a result, the town was able to protect 70% of its rural land. Additionally, the lack of minimum parking requirements resulted in neighborhoods that were developed compactly, promoting walkability while also preserving natural land.

## **STAKEHOLDER ENGAGEMENT**

Kimley-Horn held several stakeholder meetings centered around the parking system and parking optimization in Richland. Kimley-Horn initially met with the City of Richland City Council to introduce the project and gain insights into opportunities and challenges within the current system. Three virtual meetings were held with strategic stakeholders including but not limited to:

- Public agencies including Ben Franklin Transit, Chamber of Commerce and the Richland Public Library
- Major employers including Columbia Basin College and Kadlec Healthcare
- Private businesses and developers including The Lodge and Park Place
- City staff including the City Manager's Office and Planning and Development

These meetings aimed to identify parking challenges and opportunities, experiences with minimum parking requirements, and exploring opportunities to increase mobility and access through other modes of transit. During these meetings, stakeholders expressed desires for improved signage, enhanced and safer pedestrian and bike infrastructure, and more visible and accessible on-street parking. Additionally, when asked about their experience with minimum parking requirements, respondents noted many parking lots being vacant and having negative feelings specifically as they relate to the impact on small businesses.

Following the three virtual stakeholder meetings, Kimley-Horn met with the City of Richland Planning Commission to review stakeholder feedback and workshop potential recommendations. One of the main parking-related issues mentioned was the lack of on-street parking visibility and drivers not knowing where to park on-street. A formalized on-street signage system and delineation of parking space with pavement markings were both mentioned to help combat this issue. The meeting also discusses additional points including the need for better parking wayfinding and signage, improved pedestrian infrastructure, enhancements to transit shelters, and increasing bike rack accessibility and visibility.

Following the Planning Commission workshop session an additional stakeholder meeting was held that was open to the general public. The community-wide conversation had similar goals of identifying parking challenges and opportunities, experiences with minimum parking requirements, and exploring opportunities to increase mobility and access through other modes of transit. Similar comments were received regarding the overabundance of vacant off-street parking. During this meeting there was an emphasis placed on the need for improved pedestrian and bicycle parking infrastructure. Additionally, a recommendation was made to prioritize the placement of parking at the building rear to improve pedestrian accessibility and safety. Common themes received throughout the stakeholder engagement process included:

- Improving parking wayfinding and signage (especially during special events)
- Focus on pedestrian and cycling safety and infrastructure enhancements
- General de-emphasis of parking in favor of more active modes of transportation
- Leveraging and expanding the use of on-street parking
- Managing parking where demand exists including the use of time limits and, in the future, paid parking
- Reduction in the amount of underutilized parking lots through increased economic development

Kimley-Horn presented the existing conditions review, industry best practices, stakeholder feedback, and preliminary recommendations to Richland's City Council. During this meeting, council reviewed preliminary recommendations and provided feedback on those they believed viable. Regarding zoning code changes, majority of council members were in favor of city-wide parking minimum removal. Regarding parking management strategies, as identified in **Figure 2**, Council identified parking space delineations and implementation of signage and wayfinding as the most critical. For the remaining management strategies, they stressed that they should only be implemented if parking demand warrants it. Feedback from this Council meeting influenced the recommendations outlined in the section below.

Following the Richland City Council meeting, Kimley-Horn presented to Richland's Economic Development Committee and the City Planning Commission. During these meetings, existing conditions, case studies, stakeholder engagement and preliminary recommendations were presented. Both groups expressed interest in removal of parking minimums in the Central Business District rather than City-wide. Economic Development Committee members were concerned with negative outcomes from removing parking minimums, specifically how it affects current parking supply. The group showed interest in the immediate parking management strategies, wayfinding and on-street parking space delineations. Following these two meetings, the City expressed desire to move forward with removal of parking minimums in the Central Business District while adjusting the zoning code to align parking requirements with Senate Bill 5184.



## RECOMMENDATIONS

There are various forms of parking optimization occurring around the country to support the growing need for affordable housing, sustainable development, broader economic development, and transportation policy initiatives. Many cities are addressing parking related issues by revising their zoning code as it relates to minimum parking requirements. Senate Bill 5184 requires the City to make changes to the zoning code; however, there are two additional approaches the City should consider. The two options are the removal of parking minimums in the Central Business District or removal of parking minimums city-wide.

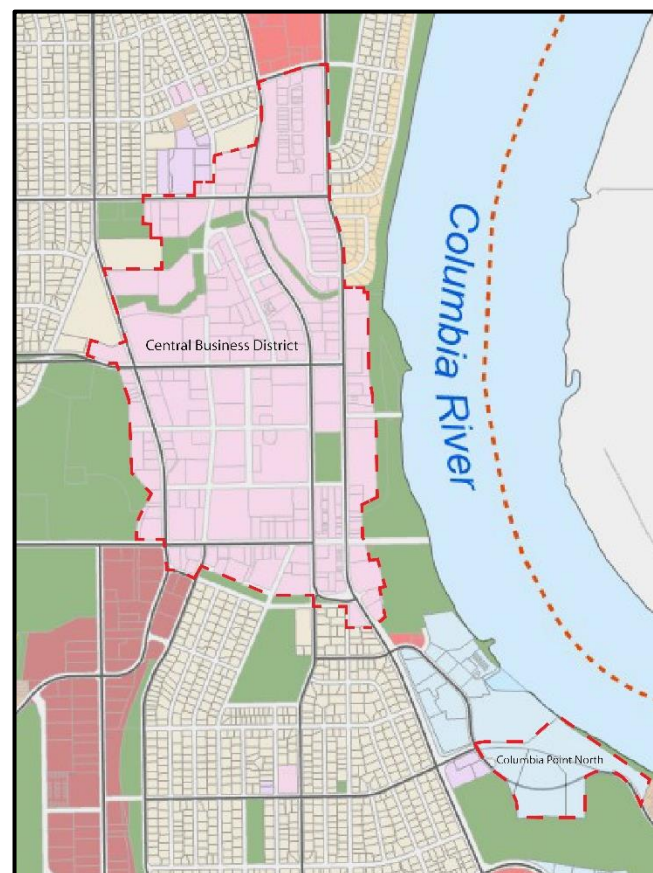
**Based on local and state policy guidance, industry best practices, and stakeholder feedback, Kimley-Horn recommends initially abolishing parking minimums in the CBD.** Additionally, it is recommended that the City modify the zoning code for the rest of the City to align with Senate Bill 5184. This would assist the City in achieving its goals of increased housing, mixed-use development, and urban infill while maximizing the use of underutilized surface parking lots to meet future parking demands.

## REMOVAL OF MINIMUM PARKING REQUIREMENTS IN THE CENTRAL BUSINESS DISTRICT

This section outlines the approach the City should take to abolish parking minimums in the Central Business District and Columbia Point North Waterfront district (both referred to as CBD).

Based on the findings of the Richland Parking Study and Planning Strategies Report, the CBD is experiencing low utilization of both on- and off-street parking. The City should modify the zoning code to deregulate parking minimum requirements in the CBD and lower parking minimum requirements for the rest of the City.

Removing parking minimum requirement in the CBD would not require any new development or redevelopment to build/expand on-site parking. This does not mean that parking will still not be provided but rather developers will not be required to provide a minimum number of parking spaces. The area of deregulation can be found in **Figure 3**. While parking minimums in the CBD would be abolished, the rest of the City would still have the requirement in place. However, it is recommended that the current zoning code be revised to reduce or eliminate parking minimums for specific uses. The new requirements established in SB 5184 should serve as the baseline, with further adjustments made as recommended.



**Figure 3: Central Business District and Columbia Point North Waterfront District**

This would assist the City in achieving its goals while maximizing the use of underutilized surface parking lots in the CBD to meet future parking demands. The City should evaluate applicable recommended code changes found in the section below. This approach would require considerable code adjustments and parking requirement consolidations.

## CODE ADJUSTMENTS

If the City removes minimum vehicle parking requirements in the CBD, it is recommended, and now required by state law, the City update its zoning code by January 2027, to be in alignment with Washington Senate Bill 5184. These code adjustments would apply to the entire city, except the CBD where minimum vehicle parking requirements would be abolished. These adjustments in the city zoning code would include:

### **Off-Street Parking Required (23.54.010): revised code provision**

The current code requires properties to have a minimum number of parking spaces depending on use. Based on SB 5184, the City is now required to lower minimum parking requirements for many uses. The adjusted minimum parking requirements can be found in **Appendix A**. Alongside these state-required changes, it is also recommended the City consolidate several use categories in the minimum parking requirements table for ease of use by applicants and City staff. Code classifications have been consolidated based on comparable parking requirements according to changes made as a result of SB 5184. Sections in **Appendix A** that are marked through in red are current code classifications that could be consolidated and sections underlined are the resultant consolidations. The existing code has 39 different use classifications; with the consolidations the proposed code now has 33 classifications.

### **Bicycles (23.54.050): revised code provision**

This zoning code section sets guidelines for bicycle parking required for developments. Space requirements are based on use and size of the property. Physical characteristics, accessibility, maintenance and illumination standards are also outlined. The code section requiring bike parking should remain.

Some additions to this code section the City should consider include adding language around bike parking location and end-of-trip facility requirements. Bicycle parking spaces should be provided near a building's main entrance, for example within 100 feet of the entrance. Additionally, end-of-trip facility requirements could be explored in future code revisions for certain developments, depending on the intensity of the use. These end-of-trip facility requirements could include:

- Secure bike shelter that can accommodate 10 to 20 bicycle parking spaces
- Shower and changing facilities with basic utilities
- Security features to increase safety and security of bicycle storage

### **Joint Use of Parking Facilities (23.54.070 & 23.54.080): revised code provision**

These two zoning code sections permit two or more properties to share parking. This allows the properties to adjust the parking requirements by 10% or up to 25% if board approved.

The code could be expanded to allow more flexibility with how parking is shared. The language could be expanded to allow an off-site parking facility to be used as a shared facility based on the results of a shared parking study conducted by a professional subject matter expert. This shared parking study would utilize industry accepted resources such as the ITE Parking Generation Manual and the ULI Shared

Parking Manual. This could allow multiple sites to share one larger parking garage, increasing the amount of space for additional developments in a more dynamic way than is currently stated in the zoning code. The use of off-site parking like parking garages would decrease the amount of surface lots and be a more efficient use of space. The code could also establish a specific radius that the parking facility is allowed to be from the site, for example 500-800 feet.

Working alongside off-site parking facilities, the City could employ the use of valet parking as a management tool to enhance shared parking resources. Valet parking allows for efficient use of off-site and non-proximate parking. Valet services using tandem and stacked parking can improve efficiency and conserve parking space. Stating these parking management strategies as possible parking efficiency tools in the zoning code may encourage the use of these tools for future developments.

## REMOVAL OF MINIMUM PARKING REQUIREMENT CITY-WIDE

One of the approaches the City of Richland could consider in the future is the removal of minimum parking requirements throughout the entire city. During an initial City Council workshop this approach received the majority support from council members. However, the Planning Commission and Economic Development Committee had reservations about moving to a city-wide removal of minimum parking requirements. Additional study and public engagement is warranted before such a City-wide change is implemented. City-wide abolishment has been adopted by many of the benchmarked cities and is gaining momentum in the State of Washington following the passage of SB 5184. Whereas two years ago there were no jurisdictions in the State of Washington that had abolished minimum parking requirements, there are now at least five jurisdictions that have done so. This approach would require the revision of the City's zoning code which would then deregulate parking minimums for the entire city. The proposed code revisions can be found in the sections below; a detailed breakdown of each code section can be found in **Appendix B**.

## CODE ADJUSTMENTS

This section provides an overview of necessary code changes that need to be made to the existing zoning code if the City decides to abolish minimum parking requirements city-wide. Any sections that outline minimum vehicle parking requirements should be adjusted or removed. A full breakdown of the recommended code changes and additional administrative-related code changes can be found in **Appendix B**.

If the City were to move towards full abolishment of minimum parking requirements, the City should still retain portions of the off-street parking and loading zoning code chapter as it relates to the function and form of parking if provided in a development, and bicycle parking and other transportation demand management related requirements herein.

### Removal of Code:

Majority of the code changes require the removal of code sections. The following sections should be removed from the zoning code:

- 23.54.020 – (Off-street parking) Standards and requirements
- 23.54.030 – Unspecified Uses
- 23.54.060 – Mixed occupancies
- 23.54.070 – Joint use of parking facilities – Continuance assured

- 23.54.080 – Joint use of parking facilities – Spaces required

**Off-Street Parking Required (23.54.010): revised code provision**

The current code requires properties to have a minimum number of parking spaces depending on use. The name of this section should be changed to “No minimum off-street parking required.” The entirety of this code section can be removed and replaced with verbiage that states that there is no required minimum number of off-street parking spaces.

**Bicycles (23.54.050): revised code provision**

Any verbiage tying the requirement for bicycle parking to vehicle parking requirements should be adjusted to reflect that vehicle parking spaces are no longer required. The additional code language regarding bike parking proximity to entrances and end-of-trip facilities should still be considered in this approach.

**Additional Parking Management Considerations**

Along with adjustments to the zoning code, this approach should also include ongoing parking analysis that would be used to gauge the success of the parking minimum removal. This process would also help determine when it is appropriate to implement parking management strategies such as expanded time-limited parking or the introduction of paid parking to the Central Business District. A full breakdown of these parking management strategies can be found in the Additional Parking Management Considerations section.

**ADDITIONAL PARKING MANAGEMENT CONSIDERATIONS**

This section outlines additional considerations the City should explore as it is implementing zoning code parking optimizations. While these considerations are not related to the zoning code, they may be relevant and helpful to consider when adjusting the zoning code. Several of these considerations are management strategies that can create a more efficient and convenient public on- and off-street parking system. Some of the management strategies below should be considered for immediate implementation, while others should be considered in the future when parking demand increases.

**Immediate Considerations**

The following parking management strategies should be considered immediately in tandem with any upcoming zoning code changes affecting minimum parking requirement revisions.

**Parking Wayfinding and Signage**

During stakeholder engagement, difficulty wayfinding to parking spaces due to lack of signage or an understanding of where publicly available parking was located was a commonly discussed issue. These wayfinding challenges were commonly associated with special event parking needs. A comprehensive parking wayfinding signage system can better manage congestion, increase customer service, and increase parking utilization by providing drivers parking location information. Proper wayfinding signage should include City branding, emphasize public parking opportunities, and provide directions to City-managed facilities and associated major destinations. An initial phase of parking wayfinding signage should highlight parking opportunities at Amon Park to leverage this public parking asset to meet parking demand for the Farmers Market and general Parkway parking demands. Additionally, time limited parking street signage should be implemented for on-street parking. This will help identify and delineate parking spaces from other curb uses.

Off-street parking signage should be placed in locations around the facility, specifically signs to direct customers to and throughout the facility. Additional signage should be placed along key corridors/roadways that lead up to the parking facility. It is also recommended that the City conduct stakeholder engagement to help the development of the wayfinding program.

### **On-Street Space Delineations**

On-street parking in Richland is currently offered in select areas of the Central Business District and in residential areas around the CBD. During stakeholder engagement, one of the main points of feedback heard was the desire for improved visibility and accessibility of on-street parking. One common practice to improve parking space visibility is to have space delineations on the street. This comes in the form of lines that demarcate parking spaces from each other. Spaces should be standardized in either the City's code or in the design guidelines. Spaces should be 20 feet in length. Along with proper on-street parking signage, space delineations can indicate to users where public on-street parking is offered.

### **Shared Parking Facilities**

The concept of shared parking is when a property owner or manager allows a portion of off-street parking spaces to be used by the public. Shared parking helps promote sustainable, user- and tenant-friendly method to better manage off-street parking supply. As minimum parking requirements are reduced or abolished, underutilized off-street parking lots may be redeveloped into other uses. The reduction of parking supply may warrant the need for a shared parking program. This program would ensure that parking spaces are being properly utilized and not sitting vacant. There are several considerations that property owners and the City should consider to ensure that a shared parking system is successful:

- **Signage:** As mentioned above, signage can be a valuable tool to help improve parking visibility and increase user understanding. Many parking lots in Richland are recommended to minimize street frontage, which reduces visibility. To help address this issue, the City should consider wayfinding to help direct parkers to public off-street lots. These signs should be consistent, easily understood, and highly visible. Proper signage in the parking lot should properly display any restrictions and parking prohibitions.
- **Safety:** Parkers select parking based on perceptions of safety. Successful shared parking lots are those located in areas where users do not have to worry about vehicle vandalism/theft. If the area does not promote high user confidence, the City could consider additional measures like improved lighting, surveillance, and security surveillance.
- **Maintenance:** Shared parking facilities are more attractive when maintenance is consistent and thorough. Maintenance includes landscaping, trash upkeep, pavement renovations, pothole remediations, and line paintings.
- **Enforcement:** Currently, the City does not hire parking enforcement officers to enforce public parking. As the City enters agreements with private parking facilities and has spaces with restrictions, it may be necessary to think about parking enforcement. Enforcement of these facilities may be the responsibility of the City or the private property owner.
- **Liability:** Cooperating parties may wish an insurance or legal team to guide any lot improvements necessary, specify authorized times of shared facility use, and designate maintenance responsibilities. At a minimum, shared parking lots should meet applicable City minimum liability insurance requirements.

If the City decides to enter into a shared parking program, it will be necessary to form a working group between any private property owners and the City. This group will collaborate to determine locations where shared parking is necessary. These lots should be in locations of high parking demand or areas of



interest. The City should also determine minimum requirements that will be standard across all shared lots. The City should also enter agreements that outline roles and responsibilities of the involved parties.

## **Phase 1 Considerations**

The following parking management strategies should be considered as parking demand increases. These management strategies should be determined after the City conducts a parking performance analysis. The ongoing analysis is outlined below.

### **Ongoing Parking Utilization Analysis**

To assess the health and performance of the on- and off-street parking system the City should consider performing ongoing parking utilization studies. These studies would be specific to the Central Business District. The initial parking study should be conducted about two (2) years following the adoption of Parking Optimization zoning code revisions and every other year thereafter. The purpose of these studies is to determine whether observed parking utilization has increased to such a level to warrant the consideration of additional parking management strategy implementation. Findings from previously performed studies indicate CBD parking is underutilized. The following parking utilization guidance should be followed to inform future parking management strategy implementation consideration:

- Under 60% parking utilization is considered underutilized
- 60-80% parking utilization is optimal for on-street parking facilities
- 80% or greater parking utilization is approaching effective full on-street parking facilities
- 90% or greater parking utilization is approaching effective full for off-street parking facilities

Initial phase parking management strategies should be considered for implementation when observed peak parking utilization is 80% or greater in the CBD. Once those strategies are implemented, if observed peak parking utilization is consistently 80% or greater on-street and 90% or greater off-street then the City should consider future phase parking management strategy implementation as outlined in this report.

### **Expanded Time Limit Restrictions**

A well-managed parking system uses a variety of strategies to encourage the turnover of desirable parking spaces. It is recommended the city explore the continued utilization of posted signage and space delineation via pavement markings to help delineate curb uses. This action will assist parkers in locating on-street parking. This concept could be implemented with the new street infrastructure project on George Washington Way and Jadwin Avenue where an additional 200 on-street parking spaces will be added to the on-street public parking system Downtown. The City could consider implementing tiered time limits to assist with this goal. Tiered time limits should be based on space desirability, ensuring high turnover in high-traffic areas. It also allows people to park further if they desire to stay longer. Time limits should be added when average on-street parking peak demand is observed between 60-80%.

It is industry best practice to set the default time-limit at 2 to 3 hours in length. Additional data and local context are needed to determine the optimal locations for short term 15/30 minute time limits and longer-term 4+ hour time limits. Short-term parking spaces should be implemented in areas that require high turnover likely in the more desirable locations. Short-term time limits in desirable locations force long-term parkers to park further allowing for improved congestion. The City should build upon its existing time limited parking program where it has already implemented 2-hour time limits in high demand areas such as at The Parkway.

## **Phase 2 Considerations**

These parking management strategies should be considered after Phase 1 management strategies are implemented. As parking demand increases, the City should conduct the necessary parking analysis to determine if these strategies are warranted.

### **Alternative Curb Uses**

Additional consideration should be given to how the curb is managed within the CBD. Considerable stakeholder feedback expressed the desire for improved bicycle, bus, and pedestrian infrastructure. Many cities designate portions of the curb for paid vehicle parking but also loading, transit, or micromobility. These designations can benefit accessibility, congestion, and turn over. As curbside demands increase and diversify, the City should explore the use of loading zones, transit stops, micromobility and bike parking spaces, and time limited parking to increase access to the curb for the benefit of businesses and adjacent traffic generators.

### **Enhance Parking Enforcement**

Enforcement of parking spaces is critical component of any parking management program. Consistent enforcement of time limits encourages parking compliance, freeing up desired spaces and helping with overall parking space turnover. Enforcement officers patrol enforcement areas for compliance. Responsibilities include checking meters, enforcing time limits, and patrolling permit parking zones. These officers can also act as ambassadors in the Downtown area to answer questions of visitors.

### **Parking Pricing Strategies**

Along with parking time limits, the City may consider adopting a parking pricing strategy as parking demands increase. Paid parking should be implemented following the implementation of time limited parking and in areas when average on-street parking peak demand is observed exceeding 80%. Best practice strategies like performance-based pricing refers to the process of modifying parking price based on a target occupancy. Spaces deemed more desirable will likely have higher occupancies meaning they will charge the most. This model enable drivers to choose between paying a premium to park close or opting for a lower rate, a short walk away. Occupancy studies should be conducted regularly to inform any rate adjustments needed.

### **Off-Street Parking Opportunity Scorecard**

Currently the parking system in Richland is severely underutilized, meaning there is a higher parking supply than demand. This results in many underutilized parking lots that sit vacant. As parking minimum requirements are either reduce or are abolished, underutilized lots may be redeveloped into other uses. Redevelopment could lead to more traffic generators, which could increase parking demand. In the future, the City may be presented with the opportunity to construct a parking garage. These off-street facilities are a considerable investment and require proper planning. To assist with this potential opportunity, the City should utilize an off-street parking investment scorecard. The scorecard aims to help guide the City through a process of determining if the off-street parking facility is a feasible opportunity. The scorecard balances many different goals like density, affordable housing, and financial sustainability. The scorecard also contemplates various ways the City could invest in off-street parking system like entering into public-private partnership (P3). The tool should be used as an initial vetting tool to determine the feasibility of the parking garage and should be followed by a more in-depth parking analysis. At this point in time, the City's parking demand would not warrant the need for a parking garage; however, this tool should be used in the future when parking demand increases, and the City believes that a parking garage is needed. An example scorecard can be found in **Appendix D** along with descriptions of each criterion that is assessed.

Chapter 23.54

OFF-STREET PARKING AND LANDSCAPING

Sections:

- 23.54.010 No Minimum off ~~Off~~-street parking required.  
~~23.54.020 Standards and requirements.~~  
~~23.54.030 Unspecified uses.~~  
 23.54.040 Motorcycles.  
 23.54.050 Bicycles.  
 23.54.055 Compact car spaces.  
~~23.54.060 Mixed occupancies.~~  
~~23.54.070 Joint use of parking facilities Continuance assured.~~  
~~23.54.080 Joint use of parking facilities Spaces required.~~  
 23.54.090 Location of parking spaces.  
 23.54.100 Spaces lost for access.  
 23.54.110 Improvement of parking spaces.  
 23.54.120 Layout plan.  
 23.54.130 Loading and unloading.  
 23.54.140 Landscaping of parking facilities.  
 23.54.150 Adjustments of landscaping standards.  
 23.54.160 Perimeter landscaping of industrial facilities.

**23.54.010 No Minimum off ~~Off~~-street parking required.**

Except as provided herein, there is no required minimum number of off-street parking spaces. ~~In all use districts space for the off street parking of vehicles shall be provided and improved for use in accordance with the following:~~

~~A. For all new construction and development, off-street parking shall be provided in accordance with the requirements set forth in this chapter.~~

~~B. When any existing building or use is enlarged, expanded or altered to effect an arrangement of space or use which increases the required number of spaces by more than 10 percent over the number required by the building or use prior to the change or alteration, off street parking shall be provided in accordance with the requirements set forth in this chapter; provided, that if the number of additional required parking spaces from any such enlargement, expansion or alteration is four or less, no additional off street parking need be provided or improved. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].~~

**~~23.54.020 Standards and requirements.~~**

~~The minimum required parking spaces for the respective uses shall be as follows:~~

| <del>A.</del> | <del>Residential Uses</del>                                                                             | <del>Number of Parking Stalls Required</del>                                                                                                                  |
|---------------|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <del>1.</del> | <del>Single family attached and detached dwellings, manufactured homes, condominiums and duplexes</del> | <del>2 spaces per dwelling unit.</del>                                                                                                                        |
| <del>2.</del> | <del>Multiple family complexes<br/>Apartments, studio</del>                                             | <del>1.5 spaces per dwelling unit.<br/>1 space per dwelling unit.</del>                                                                                       |
| <del>3.</del> | <del>Housing for the elderly</del>                                                                      | <del>1 space per 2 dwelling units.</del>                                                                                                                      |
| <del>4.</del> | <del>Rooming houses, boardinghouses and dormitories</del>                                               | <del>1 space per person capacity.</del>                                                                                                                       |
| <del>5.</del> | <del>Hotels and motels</del>                                                                            | <del>1 space/room, plus required space for any restaurant (1 space per 100 square feet of GFA*), plus 50% of required spaces for other associated uses.</del> |
| <del>B.</del> | <del>Institutional Uses</del>                                                                           | <del>Number of Parking Stalls Required</del>                                                                                                                  |
| <del>1.</del> | <del>Elementary and middle schools</del>                                                                | <del>2 spaces for each classroom.</del>                                                                                                                       |



|               |                                                                                                                                                         |                                                                                                                                                           |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <del>2.</del> | <del>High schools</del>                                                                                                                                 | <del>8 spaces for each classroom.</del>                                                                                                                   |
| <del>3.</del> | <del>Colleges, universities and instructional facilities—adult</del>                                                                                    | <del>1 space per every 3 seats in classrooms.</del>                                                                                                       |
| <del>4.</del> | <del>Day-care centers</del>                                                                                                                             | <del>2 spaces per staff person with a minimum of 4 spaces.</del>                                                                                          |
| <del>5.</del> | <del>Churches, mortuaries and funeral homes</del>                                                                                                       | <del>1 space per 4 seats in the chapel or nave.</del>                                                                                                     |
| <del>6.</del> | <del>Rest homes, nursing homes and convalescent centers</del>                                                                                           | <del>1 space per staff doctor plus 1 space for every 3 other staff plus 1 space per every 5 beds.</del>                                                   |
| <del>7.</del> | <del>Hospitals</del>                                                                                                                                    | <del>1 space per staff doctor, plus 1 space for every 3 other staff members, plus 1 space for every 3 beds.</del>                                         |
| <del>8.</del> | <del>Medical and dental clinics</del>                                                                                                                   | <del>1 space per 250 square feet of GFA.</del>                                                                                                            |
| <del>C.</del> | <b>Office Uses</b>                                                                                                                                      | <b>Number of Parking Stalls Required</b>                                                                                                                  |
| <del>1.</del> | <del>Banks, businesses or professional offices</del>                                                                                                    | <del>1 space per 350 square feet of GFA less 3 spaces for each drive-through window up to a maximum reduction of 33% of the required spaces.</del>        |
| <del>2.</del> | <del>Drive-through windows—banks</del>                                                                                                                  | <del>6 spaces per drive-through window (8' wide x 18' long) plus 1 service space and 1 exit space per window.</del>                                       |
| <del>3.</del> | <del>Drive-through windows—nonbank and nonfood</del>                                                                                                    | <del>1 service space per window plus 1 stacking space per window (8' wide x 18' long) plus 1 parking space per maximum number of on-duty employees.</del> |
| <del>D.</del> | <b>Commercial and Industrial Uses</b>                                                                                                                   | <b>Number of Parking Stalls Required</b>                                                                                                                  |
| <del>1.</del> | <del>Food stores, markets, drugstores, liquor stores, and designed shopping centers less than 3,000 square feet GFA (exclusive of basement areas)</del> | <del>1 space per 400 square feet of GFA.</del>                                                                                                            |
| <del>2.</del> | <del>Food stores, markets, drugstores, liquor stores, and designed shopping centers more than 3,000 square feet GFA (exclusive of basement areas)</del> | <del>1 space per 300 square feet of GFA.</del>                                                                                                            |
| <del>3.</del> | <del>Small appliance, personal service, hardware, household equipment, clothing and other retail stores</del>                                           | <del>1 space per 400 square feet of GFA.</del>                                                                                                            |
| <del>4.</del> | <del>Large appliance and furniture stores</del>                                                                                                         | <del>1 space per 800 square feet of GFA.</del>                                                                                                            |
| <del>5.</del> | <del>Wholesale stores, warehouses, storage buildings, motor vehicle or machinery sales</del>                                                            | <del>1 space per employee, with a minimum of 4 spaces.</del>                                                                                              |
| <del>6.</del> | <del>Service stations</del>                                                                                                                             | <del>1 space per employee, plus 1 space per service bay (bay not counted as a space), with a minimum of 4 spaces.</del>                                   |
| <del>7.</del> | <del>Automobile laundries and car washes</del>                                                                                                          | <del>2 spaces at the ingress and 2 spaces at the egress of each lane or washing bay.</del>                                                                |
| <del>8.</del> | <del>Self-service laundromat</del>                                                                                                                      | <del>1 space per 2 washing machines.</del>                                                                                                                |
| <del>9.</del> | <del>Manufacturing</del>                                                                                                                                | <del>1 space per each 2 employees on the largest shift.</del>                                                                                             |
| <del>E.</del> | <b>Restaurant and Tavern Uses</b>                                                                                                                       | <b>Number of Parking Stalls Required</b>                                                                                                                  |
| <del>1.</del> | <del>Seated customers</del>                                                                                                                             | <del>1 space per 100 square feet of GFA.</del>                                                                                                            |
| <del>2.</del> | <del>Take-out service</del>                                                                                                                             | <del>1 space per 100 square feet of GFA.</del>                                                                                                            |
| <del>3.</del> | <del>Drive-in only</del>                                                                                                                                | <del>1 space per 50 square feet of GFA.</del>                                                                                                             |
| <del>4.</del> | <del>Drive-in as fixed type of facility</del>                                                                                                           | <del>1 space per 100 square feet of GFA.</del>                                                                                                            |
| <del>5.</del> | <del>Drive-through</del>                                                                                                                                | <del>5 spaces per window with a minimum of 8 spaces.</del>                                                                                                |
| <del>F.</del> | <b>Places of Assembly and Recreational Facilities</b>                                                                                                   | <b>Number of Parking Stalls Required</b>                                                                                                                  |
| <del>1.</del> | <del>Places of assembly, dance halls, skating rinks and exhibition halls—without fixed seats</del>                                                      | <del>1 space per 150 square feet of GFA.</del>                                                                                                            |

|               |                                                                                      |                                                              |
|---------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <del>2.</del> | <del>Places of assembly, stadiums, sports arenas, auditoriums with fixed seats</del> | <del>1 space per 3 seats.</del>                              |
| <del>3.</del> | <del>Bowling alleys</del>                                                            | <del>5 spaces per each lane.</del>                           |
| <del>4.</del> | <del>Tennis, squash, handball, etc.</del>                                            | <del>2 spaces per court.</del>                               |
| <del>5.</del> | <del>Swimming pools</del>                                                            | <del>1 space per 50 square feet of surface water area.</del> |
| <del>6.</del> | <del>Basketball and volleyball</del>                                                 | <del>6 spaces per court.</del>                               |
| <del>7.</del> | <del>Golf</del>                                                                      | <del>7 spaces per green.</del>                               |
| <del>8.</del> | <del>Indoor not previously mentioned</del>                                           | <del>1 space per 250 square feet of GFA.</del>               |
| <del>9.</del> | <del>Outdoor not previously mentioned</del>                                          | <del>1 space per 2,500 square feet of land area.</del>       |

~~\* — GFA — Gross Floor Area.~~

~~[Ord. 28-05 § 1.02; Ord. 55-15 § 3; Ord. 10-21 § 1; Ord. 21-21 § 1].~~

#### **~~23.54.030 — Unspecified uses.~~**

~~In those instances where this title does not specify a parking requirement for a specific use, the administrative official shall establish the minimum requirement on a case-by-case basis. The applicant may be required to provide sufficient information to demonstrate that the parking demand for a specific use will be satisfied, based upon existing uses similar to the proposed use and other relevant factors including but not limited to required parking for the proposed use as determined by other comparable jurisdictions and based on available planning and technical studies. The administrative official may require the applicant to have a parking study for the proposed use prepared by a professional consultant with expertise in preparing traffic and parking demand analyses. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].~~

#### **23.54.040 Motorcycles.**

When parking spaces for motorcycles are provided: ~~Parking spaces for motoreycles shall be provided as follows:~~

~~A. All multiple-family developments and nonresidential uses listed in RMC 23.54.020 shall provide one motoreycle space for every 25 required automobile spaces, with a minimum of one space.~~

~~A. B.~~ Each motorcycle space shall be easily accessible and have adequate space for a standard size motorcycle.

~~B. C.~~ Spaces shall be surfaced in accordance with RMC 23.54.110.

~~D. The normal automobile parking requirement may be reduced by one space for every three motoreycle spaces provided, up to a maximum reduction of five percent of the required spaces.~~

~~C.E.~~ Motorcycle parking areas shall be clearly identified with appropriate striping. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

#### **23.54.050 Bicycles.**

Parking spaces for bicycles shall be provided as follows:

A. All commercial (office, retail, wholesale, warehousing), industrial, institutional, and recreational uses, except businesses whose main purpose is servicing automobiles, shall provide a minimum of five bicycle spaces, with an additional bicycle space for each 30 ~~required~~ parking stalls provided. Schools shall provide five spaces per elementary and junior high classroom, and two spaces per high school classroom.

B. Required bicycle parking spaces shall be located within 100 feet of the main entrance of a building, be well lit, and visible to pedestrians and bicyclists.

C. B. Devices shall be provided to which bicycles can be securely locked.

~~D. C.~~ Spaces shall be easily accessible, large enough to park a full sized 10-speed bicycle when other bicycles are present, have a durable and dust-free surface, graded and drained, and be maintained in a trash-free manner.

~~E. D.~~ Spaces shall be adequately illuminated during normal hours of operation. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

#### **23.54.055 Compact car spaces.**

Any parking lot of four or more spaces may have 25 percent of the ~~provided~~ ~~required~~ spaces marked for compact cars. Compact car spaces for commercial developments must be no less than nine feet wide and 15 feet long. Multifamily development compact car spaces must be no less than seven and one-half feet wide and 15 feet long. In addition to the dimension standards of this section, all compact car spaces must have adequate back-up space to efficiently and safely negotiate the parking area. [Ord. 10-21 § 1].

#### **~~23.54.060 Mixed occupancies.~~**

~~In the case of mixed uses, the total requirements for off-street parking facilities shall be the sum of the requirements for the various uses computed separately. Off-street parking facilities for one use shall not be considered as providing required facilities for any other use except as hereinafter specified for a joint use. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].~~

#### **~~23.54.070 Joint use of parking facilities — Continuance assured.~~**

~~Two or more properties may jointly use a common parking facility, provided said facility is jointly owned or otherwise secured by easement or other sufficient legal document that assures continuance of the joint use of said facility. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].~~

#### **~~23.54.080 Joint use of parking facilities — Spaces required.~~**

~~For joint use of parking facilities, the total number of required spaces may be reduced by 10 percent. The number may be reduced by a total of 25 percent with the approval of the board of adjustment. Under the following circumstances, further reduction may be made:~~

~~A. No more than 50 percent of the parking spaces required for a theater, church, bowling alley, dance hall, bar, restaurant, or other enterprise which is primarily a nighttime or Sunday use may be supplied by the off-street parking spaces allocable to certain other types of uses specified under RMC 23.54.020.~~

~~B. No more than 50 percent of the parking spaces required for a bank, business office, retail store, personal service shop, household equipment or furniture shop, or other enterprise which is primarily a daytime and non-Sunday use may be supplied by the off-street parking spaces allocable to certain nighttime or Sunday uses.~~

~~Application to the board of adjustment for more than 10 percent reduction shall be by letter, stating the reasons for the request. [Ord. 28-05 § 1.02; Ord. 24-14 § 1.01; Ord. 10-21 § 1].~~

#### **23.54.090 Location of parking spaces.**

~~Provided~~ ~~Required~~ off-street parking spaces shall be located as follows:

A. For any type of dwelling: on the same lot with the building to be served.

B. For any other use except one served by an approved joint-use parking facility: on the same lot with, or not more than ~~500~~ ~~300~~ feet from, the building or use to be served.

C. For a use served by an approved joint-use parking facility: on the same lot with, or not more than 800 feet from, the building or use to be served.

D. For a planned shopping center: in the location or locations contemplated by the general over-all layout scheme for said center at ultimate development (e.g., peripheral parking). [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

#### **23.54.100 Spaces lost for access.**

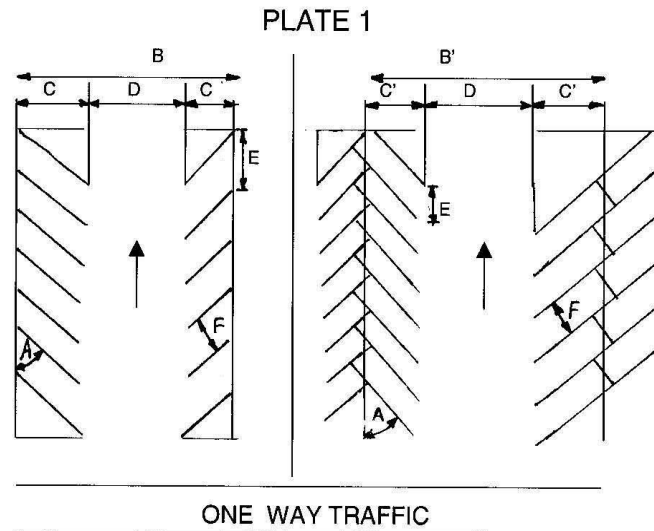
In situations where parking spaces attributed to one use become the official means of access to another use, the latter use shall, as a condition of site or building plan approval, provide a number of spaces equal to the number rendered unusable. Such spaces shall be in addition to the number required for the new use, and the allocation shall be documented in a manner satisfactory to the administrative official. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

**23.54.110 Improvement of parking spaces.**

Any parking facility for ~~four or more~~ vehicles shall be improved in accordance with the following requirements:

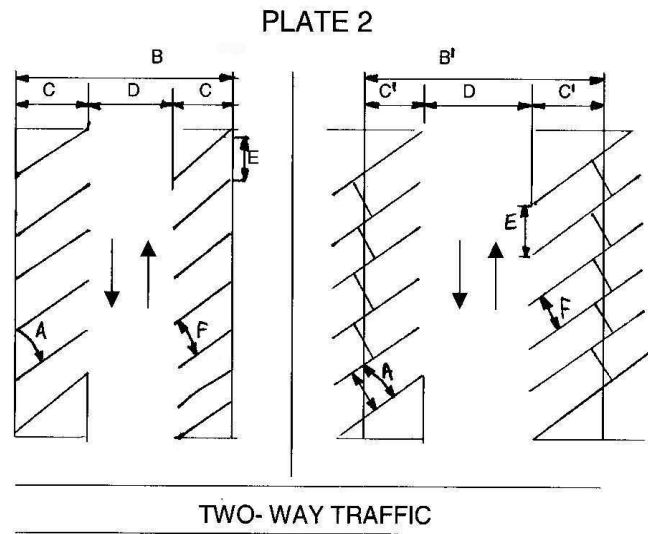
- A. Off-street parking facilities; including but not limited to a parking, loading, circulation area, aisle, or driveway shall be surfaced with Portland cement, asphaltic concrete, or other approved hard surface in order to provide a durable and dust-free parking surface; and shall be graded and drained so as to dispose of surface water to the satisfaction of the city engineer; and shall be maintained in good condition free of weeds, dust, trash, and debris. Applicants are encouraged to consider use of permeable surfaces as a means to reducing storm water runoff. Hard surface materials other than concrete and asphalt may be permitted and are subject to additional review and prior approval by the Zoning Administrator. ~~Nonemployee parking areas shall be paved and all such spaces shall be delineated by striping as shown in attached Plate 3 which is set forth at the end of this section.~~
- B. Any lighting used to illuminate any off-street parking facility shall be so arranged as to reflect light away from any residential adjoining premises.
- C. No more than two feet six inches of overhang beyond a wheel stop may be counted as part of a parking space. Said overhang shall not interfere with landscaping or decrease the clear width of a sidewalk to less than four feet by its encroachment.
- D. Off-street parking area layout and dimensions shall be not less than as shown by Plates 1, 2 and 3, which are set forth at the end of this section. Exits and entrances shall be approved by the administrative official.
- E. Except for parking spaces or other vehicle use areas under, on, or within buildings, and areas serving single-family and two-family uses, off-street parking facilities shall be landscaped in accordance with RMC 23.54.140.

PLATE 1 - 23.54.110



| A<br>Parking<br>Angle<br>(Degrees) | B<br>Parking<br>Section<br>Width | C<br>Parking<br>Bank<br>Width | D<br>Traffic<br>Aisle<br>Width | E<br>Curb<br>Length<br>Per Car | F<br>Car<br>Stall<br>Width | B1<br>Parking<br>Section<br>Width | C1<br>Parking<br>Bank<br>Width |
|------------------------------------|----------------------------------|-------------------------------|--------------------------------|--------------------------------|----------------------------|-----------------------------------|--------------------------------|
| 0                                  | 30'                              | 9'                            | 12'                            | 20'                            | 9'                         | 30'                               | 9'                             |
| 35                                 | 49.6'                            | 18.8'                         | 12'                            | 15.8'                          | 9'                         | 42.4'                             | 15.2'                          |
| 40                                 | 51.2'                            | 19.6'                         | 12'                            | 14.1'                          | 9'                         | 44.6'                             | 16.3'                          |
| 45                                 | 53.2'                            | 20.6'                         | 12'                            | 12.7'                          | 9'                         | 46.6'                             | 17.3'                          |
| 50                                 | 54.6'                            | 21.3'                         | 12'                            | 11.7'                          | 9'                         | 48.4'                             | 18.2'                          |
| 55                                 | 56.2'                            | 21.6'                         | 13'                            | 10.9'                          | 9'                         | 51'                               | 19.0'                          |
| 60                                 | 58.8'                            | 21.9'                         | 15'                            | 10.4'                          | 9'                         | 54.2'                             | 19.6'                          |
| 65                                 | 61.0'                            | 22'                           | 17'                            | 9.9'                           | 9'                         | 57'                               | 20.0'                          |
| 70                                 | 62.8'                            | 21.9'                         | 19'                            | 9.6'                           | 9'                         | 59.6'                             | 20.3'                          |
| 90                                 | 64.0'                            | 20.0                          | 24'                            | 9.0'                           | 9'                         | --                                | --                             |

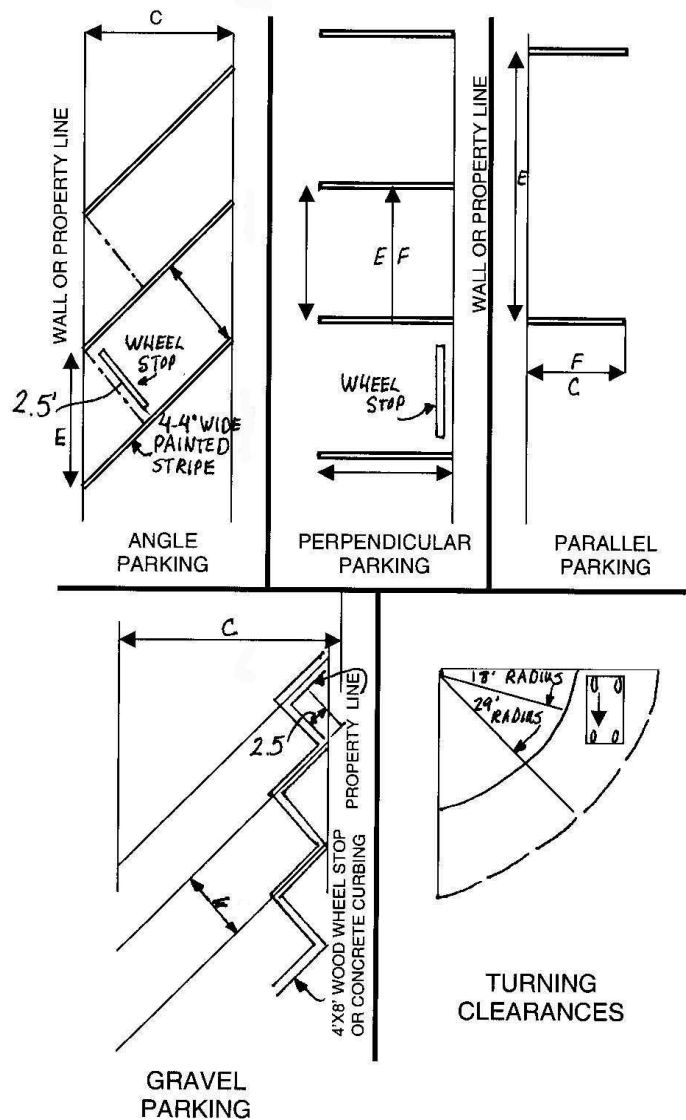
PLATE 2 - 23.54.110



| A  | B     | C     | D   | E     | F  | B1    | C1    |
|----|-------|-------|-----|-------|----|-------|-------|
| 0  | 38'   | 9'    | 20' | 20'   | 9' | 38'   | 9'    |
| 35 | 57.6' | 18.8' | 20' | 15.8' | 9' | 50.4' | 15.2' |
| 40 | 59.2' | 19.6' | 20' | 14.1' | 9' | 52.6' | 16.3' |
| 45 | 61.2' | 20.6' | 20' | 12.7' | 9' | 54.6' | 17.3' |
| 50 | 62.6' | 21.3' | 20' | 11.7' | 9' | 56.4' | 18.2' |
| 55 | 63.2' | 21.6' | 20' | 10.9' | 9' | 58'   | 19.0' |
| 60 | 63.8' | 21.9' | 20' | 10.4' | 9' | 59.2' | 19.6' |
| 65 | 64.0' | 22'   | 20' | 9.9'  | 9' | 60'   | 20.0' |
| 70 | 63.8' | 21.9' | 20' | 9.6'  | 9' | 60.6' | 20.3' |
| 90 | 64.0' | 20.0  | 24' | 9.0'  | 9' | --    | --    |

PLATE 3 - 23.54.110

PLATE 3



[Ord. 28-05 § 1.02; Ord. 10-21 § 1].

#### **23.54.120 Layout plan.**

Prior to the issuance of a permit for any commercial, multiple-family, industrial, public or semipublic building or use, an engineered plan prepared by a licensed civil engineer or licensed architect showing the proposed and existing building or buildings; the layout, dimension and number of parking spaces; and any required landscaping of the lot area, including that required for an off-street parking facility; shall be submitted to and approved by the ~~administrative official~~ City Engineer and Zoning Administrator.

Any landscape plan submitted pursuant to this section shall be in conformance with the requirements of RMC 23.54.140 shall be prepared by a licensed architect or licensed landscape architect. Said plans shall be drawn to scale, including dimensions and distances, and shall clearly delineate the existing and proposed parking spaces, other vehicle use areas, access aisles, driveways, irrigation systems (sprinklers or water outlet locations), and the name of each plant species (both specific and common name), the location, size and description (including the height and spread of crown at maturity of trees and shrubs) of all landscape materials to be installed or, if existing, to be maintained in accordance with the requirements of RMC 23.54.140; shall be submitted to and approved by the Zoning Administrator. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

#### **23.54.130 Loading and unloading.**

On every lot in a commercial or industrial district, and on every lot in any district on which is conducted any hotel, public or semipublic use, there shall be provided space, either inside or outside a building, for the loading and unloading of goods and materials. Such space shall be not less than 10 feet in width, 25 feet in length, nor less than 15 feet in height when covered. Such space shall be provided with access to an alley or a street. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

#### **23.54.140 Landscaping of parking facilities.**

The purpose of landscaping requirements for parking facilities is to protect and promote the public health, safety, and general welfare by reducing wind and air turbulence, heat and noise, and the glare of automobile lights; to act as a natural drainage system and ameliorate stormwater drainage problems; to reduce the level of carbon dioxide and return pure oxygen to the atmosphere; to prevent soil erosion; to provide shade; to conserve and stabilize property values and to otherwise facilitate the creation of a convenient, attractive and harmonious community; to relieve the blighted appearance of parking facilities; and to generally preserve and promote a healthful and pleasant environment.

A. Design Criteria. Landscape areas shall be located in such a manner as to divide and break up the large expanses of pavement; divide and define driveways, parking stalls and corridors; limit cross-taxiing; delineate and separate pedestrian and vehicular traffic and screen parking facilities from abutting properties. Planting areas and landscaping shall be reasonably dispersed throughout the parking lot with the interior dimensions of such areas being sufficient to protect the landscaping materials planted therein and to ensure proper growth. The primary landscaping materials used shall be trees, which provide shade or are capable of providing shade at maturity. Shrubbery, hedges and other planting materials shall be used to complement the tree landscaping, but shall not be the sole contribution to the landscaping. Effective use of earth berms and existing topography is encouraged as a component of the landscape plan. Use of native shrub steppe plantings for required landscaping will satisfy these design criteria if the resulting product satisfies Washington Department of Fish and Wildlife standards for Priority Habitat.

B. Interior Coverage. A minimum of five percent of the interior of a parking facility shall be landscaped. Landscaping which is required for screening along the perimeter of any lot and border plantings adjacent to buildings upon which a parking lot abuts shall not be considered as part of the interior coverage requirements. Parking spaces abutting a perimeter for which landscaping is required by other requirements of this section shall not be considered as a part of the interior of the parking facility.

1. For off-street parking facilities providing 10 or fewer parking stalls as required by RMC 23.54.020, and in areas zoned for industrial use, the interior coverage requirements stated herein shall not apply.
2. Any interior landscape area shall contain a minimum of 50 square feet, shall have a minimum dimension of at least five feet, and shall include at least one tree with the remaining area adequately landscaped with shrubs, ground cover or other approved landscaping materials not to exceed three feet in height.
3. Trees shall number not less than one for each 100 square feet of required interior coverage.



C. Perimeter Coverage Adjacent to Abutting Properties. A minimum landscape strip of five feet in width shall be required along any side of a parking facility that abuts adjoining property that is not a public right-of-way when such facilities will not be entirely screened visually by an intervening building or structure; provided, that when such parking facility abuts and is designed in coordination with a parking facility on the adjoining property such landscape strip shall not be required abutting such adjoining parking facility; and provided further, that in areas zoned for industrial use, the perimeter coverage requirements stated herein shall not apply.

1. Perimeter landscape strip shall be planted or installed with a wall, hedge, or other durable landscape barrier to form a continuous screen between the parking facility and abutting property. The height of any such barrier shall be not less than three feet and no more than six feet.
2. Trees shall also be planted for each 40 linear feet and shall have at least 25 square feet of planting area.
3. Where a proposed parking facility abuts an existing hedge, wall or other durable landscape barrier on an abutting property, said existing barrier may be used to satisfy the landscape barrier requirements of this subsection; provided, that said existing barrier meets all applicable standards of this section.

D. Perimeter Coverage Adjacent to Public Right-of-Way. A minimum landscape strip of 10 feet in width shall be required along any side of a parking facility that abuts a public right-of-way, excluding dedicated alleys; provided, that in areas zoned for industrial use, the perimeter coverage requirements stated herein shall not apply.

1. Perimeter landscape strip shall be planted or installed with a wall, hedge, or other durable landscape barrier of at least three feet in height which shall be placed along the parking facility side of such landscape strip.
2. If such a durable barrier is of nonliving material, one shrub for each 10 linear feet shall be planted along the street side of such barrier; provided, that if the shrubs are of sufficient height at the time of planting to be readily visible over the top of such barrier, they may be planted along the parking facility side of such barrier. The remainder of the landscape strip shall be landscaped with ground cover or other approved landscape treatment excluding pavement.
3. At least one shrub for each 50 square feet shall be provided.
4. Trees shall also be planted for each 30 linear feet or portion thereof and shall have at least 50 square feet of planting area.
5. No tree, as measured from its center, shall be located within 10 feet of a street light standard, or within five feet of a fire hydrant, a vehicular driveway, or a public sidewalk.

E. Landscaping Material. Landscaping materials used to achieve the design criteria in conformance with provisions of this section shall conform to the following standards:

1. Trees shall be species having an average mature spread of crown of greater than 15 feet and shall be a minimum of six to eight feet in height and have a diameter at breast height (dbh) caliper of at least one and one-half inches at planting. Diameter at breast height is measured at four and one-half feet from average grade within six feet of the tree trunk so as not to include mounding at the tree base. Trees having an average mature spread of crown less than 15 feet may be substituted by grouping the same so as to create the equivalent of a 15-foot crown spread. Tree species whose roots are known to cause damage to public roadways or other public works shall not be planted closer than 12 feet to such public works, unless the tree root system is completely contained within a barrier being a minimum of five feet deep and five feet wide.
2. Shrubs shall be a minimum of two feet in height when measured immediately after planting.
3. Hedges shall be planted and maintained so as to form a continuous, unbroken, solid, and visual screen within a maximum of two years after time of planting.
4. Vines shall be a minimum of 30 inches in height immediately after planting and may be used in conjunction with fences, screens or walls to meet physical barrier requirements as specified in this section.

5. Lawn grass shall be planted in species normally grown as permanent lawn in Benton County. Grass areas may be sodded, plugged, sprigged or seeded, except that solid sod shall be used in swales or other areas subject to erosion; and provided, that in areas where other than solid sod or grass seed is used, nurse grass seed shall be sown for immediate effect and protection until coverage is otherwise achieved.

6. Ground covers used in lieu of grass shall be planted or installed in such a manner as to present a finished appearance, and if of living material, shall complete coverage within 12 months after planting.

~~F. Coverage Transfer to Public Right-of-Way. For sites where landscaping coverage of a public right-of-way would comply with the general intent and standards of this section, the transfer of the area requirements, or a portion thereof, from within the property line to the public right-of-way may be approved by the city; provided, that the area measurement shall not be less than that required by, and shall comply with, all other design standards and requirements of this section; and further provided, that a revocable permit for use of the right-of-way shall be secured from the city by the owner of the site by stipulating full financial responsibility for costs of movement, replacement and relocation should such permit be revoked by the city.~~

~~F. G. Driveway and Street Intersections. To ensure that landscape materials do not constitute a safety hazard, a vision clearance triangle (VCT) shall be provided at all intersections of public rights-of-way and driveways in accordance with Public Works Requirements as stated in RMC 12.11. Within this VCT area unobstructed cross-visibility at a level between three feet and 10 feet shall be provided. However, trees having limbs or foliage trimmed, except during early growth stages, so as to not extend into the VCT area shall be allowed. Landscaping material shall not be located closer than four feet from the edge or top of the curb line or driveway apron, except for required ground cover. The VCT for said intersections shall be as follows:~~

~~1. At intersections of public rights-of-way the VCT shall be formed by measuring 20 feet along each property line from the intersection and connecting the end point of such lines formed by such measurement.~~

~~2. At intersections of driveways with public rights-of-way the VCT shall be formed by measuring 10 feet along the property line and the driveway apron or top of the curb lines and connecting the end point of such lines formed by such measurement.~~

~~G. H. Curbing. In order to protect the landscaping materials planted and to ensure proper growth, all planter areas shall be separated from contiguous property, including parking stalls, by curb stops. Such curb stops shall be of Portland cement or shall otherwise conform to Standard Specifications for Municipal Public Works Construction (APWA Standards), or shall be approved by the city engineer.~~

~~H. I. Installation. All landscaping shall be installed in a workmanlike manner and according to accepted good planting procedures. All elements of landscaping, exclusive of plant material other than hedges, shall be installed so as to meet all other applicable ordinances and code requirements.~~

~~I. J. Maintenance. The owner, tenant or duly authorized agent, if any, shall be responsible for the maintenance of all landscaping required pursuant to this section. Such landscaping shall be maintained in good condition so as to present a neat and orderly appearance; shall be kept free from refuse and debris; and living landscape material shall be kept alive and in a healthy condition. If an underground irrigation system is not provided, all landscaped areas shall be provided with a readily available water supply with at least one outlet located within 150 feet of all plant material to be maintained.~~

1. The administrative official shall inspect all landscaping and no certificates of occupancy or similar authorization will be issued unless the landscaping meets the requirements herein provided.

2. In those cases where landscaping cannot be safely installed due to the time of year without jeopardizing living landscape material, or for other good cause, a temporary certificate of occupancy may be issued for a period of six months; provided, that the property owner, lessee, or duly authorized agent shall furnish satisfactory assurances guaranteeing installation of the approved landscaping.

~~J. K. Landscaping of Existing Lots. Any reconstruction of a building or structure or lot area, including off-street parking facility, consisting of increases of 50 percent or greater of the existing building lot area or parking facility~~

shall be subject to the standards specified herein. In such cases, the existing parking facility, as well as any new facility, shall be improved in accordance with the standards stated herein; provided, that:

~~1. A sufficient period of time, but no longer than three years, shall be allowed to bring existing development into compliance with the standards stated herein.~~

~~1. 2-~~In instances where existing parking spaces are used to achieve compliance, the parking facility shall be considered to comply with the parking standards and requirements of RMC 23.54.020; provided, however, that no more than 10 percent of the total number of required spaces may be removed for purposes of providing landscape areas.

~~2. 3-~~No alteration of existing building nor acquisition of additional land to increase the lot area shall be required in order to bring the property into compliance with the landscaping requirements herein. [Ord. 28-05 § 1.02; Ord. 20-14 § 1.04; Ord. 10-21 § 1].

#### **23.54.150 Adjustments of landscaping standards.**

Where literal interpretation of the provisions of RMC 23.54.140 or special conditions or circumstances exist which would create a hardship in the development and/or maintenance of the landscaping, or where easements, pedestrian ways, trail systems, existing vegetation, continuity of design concepts within a zoning district, parking design, emergency vehicle access, or other matters of public design, safety or welfare would be promoted, the administrative official may adjust the provisions of RMC 23.54.140, provided it is determined that such an adjustment will not be contrary to the public interest and will be in keeping with and preserve the intent of RMC 23.54.140.

A. An application for adjustment of landscaping requirements shall be filed on forms prescribed by the city, executed and sworn to by the owner or tenant of the property concerned or by duly authorized agents. Such application shall clearly and in detail state what adjustment of requirements are being requested and the reasons such adjustments are warranted, and shall be accompanied with such supplementary data, such as sketches, surveys and statistical information as is deemed necessary to substantiate the adjustment.

B. Any decision of the administrative official, under this section, may be appealed by the applicant to the board of adjustment. Such an appeal shall be heard by the board of adjustment in accordance with RMC 23.70.070. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

#### **23.54.160 Perimeter landscaping of industrial facilities.**

Plans for construction and development of new uses on parcels of land zoned industrial (I-M, and M-2) pursuant to the city's zoning ordinance shall include, along with other required plans, a landscaping plan that at a minimum sets forth landscape treatment adjacent to all public rights-of-way.

A. Landscape Plan Requirements. A landscaping plan, drawn to scale, shall include the following information:

1. Property boundaries;
2. Location of existing and proposed buildings and uses;
3. Driveway intersections with streets;
4. Location of plantings;
5. Common and scientific names of plantings;
6. Size and description of plantings, height and caliper at planting, and spread of crown at maturity for trees; and
7. Location of underground sprinklers.

B. Minimum Design Criteria. A landscape strip shall be located adjacent to all public rights-of-way in that portion of the parcel on which construction or development is proposed and shall meet the following minimum criteria:

1. The landscape strip shall be a minimum of 10 feet in width.
2. One tree is required for each 40 linear feet or portion thereof of the required landscape strip, and each tree shall have at least 50 square feet of planting area. Trees shall be planted in a balanced manner throughout the required landscape strip but are not required to be planted on 40-foot centers.
3. No tree, as measured from its center, shall be located within 10 feet of a street light standard, or within five feet of a fire hydrant, a vehicular driveway, or a public sidewalk.
4. In addition to the required trees, the entire landscape strip shall, at a minimum, include landscape cover of decorative rock, bark, or similar treatment. Vegetative cover of lawn, low-lying shrubs, or flowers are encouraged.
5. Landscape areas shall be provided with an underground irrigation system capable of sustaining the required trees and other planted vegetation. Low water consumptive landscape techniques are encouraged.

C. Landscaping Material. Landscaping materials used to achieve the design criteria set forth in this section shall conform to the following standards:

1. Trees shall be species having an average mature spread of crown of greater than 15 feet and shall be a minimum of eight feet overall height and a one-and-one-half-inch caliper immediately after planting. Trees having an average mature spread of crown less than 15 feet may be substituted by grouping the same so as to create the equivalent of a 15-foot crown spread. Tree species whose roots are known to cause damage to public roadways or other public works shall not be planted closer than 12 feet to such public works, unless the tree root system is installed within an approved root barrier.
2. Lawn grass shall be planted in species normally grown as permanent lawn in Benton County. Grass areas may be sodded, sprigged, or seeded, except that solid sod shall be used in swales or other areas subject to erosion.

D. Installation. All landscaping shall be installed in a workmanlike manner and according to accepted good planting procedures. Trees shall be staked on planting to avoid disturbance by wind and shall remain staked for a minimum of one year after planting.

E. Coverage Transfer to Public Right-of-Way. For sites where landscaping coverage of a public right-of-way would comply with the general intent and standards of this section, the transfer of the area requirements, or a portion thereof, from within the property line to the public right-of-way may be approved by the city; provided, that the area measurement shall not be less than that required by, and shall comply with, all other design standards and requirements of this section; and further provided, that a revocable permit for use of the right-of-way shall be secured from the city by the owner of the site by stipulating full financial responsibility for costs of movement, replacement, and relocation should such permit be revoked by the city.

F. Driveway and Street Intersections. To ensure that landscape materials do not constitute a safety hazard, a vision clearance triangle (VCT) shall be provided at all intersections of public rights-of-way and driveways. Said VCT shall comply with all provisions of Chapter 12.11 RMC, Intersection Sight Distance.

G. Maintenance. The owner, tenant, or duly authorized agent, if any, shall be responsible for the maintenance of all landscaping required pursuant to this section. Such landscaping shall be maintained in good condition so as to present a neat and orderly appearance; shall be kept free from refuse and debris; and living landscape material shall be kept alive and in a healthy condition. Landscaping shall at all times be maintained in a manner consistent with the vehicular sight distance requirements of subsection (F) of this section.

1. The administrative official shall inspect all landscaping and no certificates of occupancy or similar authorization will be issued unless the landscaping meets the requirements herein provided.
2. In those cases where landscaping cannot be installed due to the time of year without jeopardizing living landscape material, or for other good cause, a temporary certificate of occupancy may be issued for a period of

six months; provided, that the property owner, lessee, or duly authorized agent shall furnish satisfactory assurances guaranteeing installation of the approved landscaping.

H. Adjustment of Landscaping Standards. Adjustments from the specific requirements of this section shall be reviewed and approved in accordance with the provisions of RMC 23.54.150.

I. Landscaping of Developed Industrial-Zoned Property. On developed industrially zoned properties whenever any structure(s) is altered, expanded or reconstructed in a manner which increases the total gross floor area of structure(s) located on the lot by 50 percent or more ~~over what existed on March 21, 1994~~, or whenever a change of use occurs to an existing structure or facility which increases the required number of parking stalls by 50 percent or more over what was required of the prior use, landscaping of the lot shall be provided in accordance with the provisions of this subsection.

1. The square footage of landscaped area provided pursuant to this subsection shall be the same as would be required if a new facility were constructed on the parcel.
2. Landscaping shall be located on the property in accordance with provisions for new industrial facilities. In those instances where existing structures and/or pavement preclude the location of the required landscaping adjacent to the street right-of-way as set forth for new facilities, landscaping shall be located on the lot in a manner that most closely meets the objectives of the landscaping requirements by providing an aesthetically appealing streetscape and providing for uniformity of appearance in the industrially zoned areas of the city.
3. No alteration of existing structures, acquisition of additional land, or removal of existing asphalt/concrete walks, drives or parking areas shall be required in order to bring the property into compliance with landscaping requirements herein.

J. A temporary exemption may be granted upon the filing and acceptance by the city of an application by any start-up business for a delay in installing required landscaping. This exemption may be granted up to, but shall not exceed, four years. The following information must be provided by the applicant to the administrative official, to demonstrate:

1. The business has no more than three years of business history;
2. No more than one corporation may be an investor in the start-up business and that corporation cannot own more than 10 percent of the start-up business; and
3. The landscape ordinance imposes a financial burden on the start-up business such that deferral of the required landscaping would increase the likelihood of the new business's success. Criteria to establish this hardship must be provided to the above designated personnel and approval of the exemption shall not be unreasonably withheld. The determination of city staff shall be final. [Ord. 28-05 § 1.02; Ord. 10-21 § 1].

**Appendix C: Washington State Senate Bill 5184**

CERTIFICATION OF ENROLLMENT

**ENGROSSED SUBSTITUTE SENATE BILL 5184**

69th Legislature  
2025 Regular Session

Passed by the Senate April 17, 2025  
Yeas 36 Nays 13

---

**President of the Senate**

Passed by the House April 11, 2025  
Yeas 64 Nays 31

---

**Speaker of the House of  
Representatives**

Approved

---

**Governor of the State of Washington**

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE SENATE BILL 5184** as passed by the Senate and the House of Representatives on the dates hereon set forth.

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**Secretary**

FILED

**Secretary of State  
State of Washington**

---

**ENGROSSED SUBSTITUTE SENATE BILL 5184**

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AS AMENDED BY THE HOUSE

Passed Legislature - 2025 Regular Session

**State of Washington**

**69th Legislature**

**2025 Regular Session**

**By** Senate Housing (originally sponsored by Senators Bateman, Trudeau, Frame, Krishnadasan, Lias, Nobles, Pedersen, Salomon, Shewmake, and Stanford)

READ FIRST TIME 02/07/25.

1       AN ACT Relating to minimum parking requirements; adding a new  
2 section to chapter 35.21 RCW; adding a new section to chapter 35A.21  
3 RCW; adding a new section to chapter 36.01 RCW; adding a new section  
4 to chapter 19.27 RCW; creating new sections; and repealing RCW  
5 36.70A.620.

6       BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

7       NEW SECTION.   **Sec. 1.**   The legislature finds that predetermined  
8 on-site parking requirements needlessly drive up the cost of  
9 development, particularly housing; discourage walking and multimodal  
10 transit usage; and encourage excessive reliance of automobiles with  
11 attendant impacts on human health and greenhouse gas emissions. The  
12 legislature further finds that the amount of parking that a project  
13 actually needs should be determined on a case-by-case basis by permit  
14 applicants sensitive to actual market conditions rather than a one-  
15 size-fits-all regulation.

16       NEW SECTION.   **Sec. 2.**   A new section is added to chapter 35.21  
17 RCW to read as follows:

18       (1) A city may not require more than 0.5 parking space per  
19 multifamily dwelling unit or more than one parking space per single-  
20 family home.

1 (2) A city may not require more than two parking spaces per 1,000  
2 square feet of commercial space.

3 (3) A city may not require any minimum parking requirements for:

4 (a) Residences under 1,200 square feet;

5 (b) Commercial spaces under 3,000 square feet;

6 (c) Affordable housing;

7 (d) Senior housing;

8 (e) Child care centers as defined in RCW 43.216.010 that are  
9 licensed or certified by the department of children, youth, and  
10 families;

11 (f) Ground level nonresidential spaces in mixed-use buildings;  
12 and

13 (g) A building undergoing a change of use from a nonresidential  
14 to a residential use or a change of use for a commercial use.

15 (4) For purposes of this section:

16 (a) "Affordable housing" has the same meaning as in RCW  
17 36.70A.030.

18 (b) "Commercial use" means use for nonresidential business  
19 purposes, including retail, office, wholesale, general merchandise,  
20 and food services.

21 (5) This section does not apply to requirements for parking  
22 spaces permanently marked for the exclusive use of individuals with  
23 disabilities in compliance with the Americans with disabilities act.

24 (6) The provisions of this section do not apply:

25 (a) To cities with a population of 30,000 or less, as determined  
26 by the population estimate of the office of financial management  
27 under RCW 43.62.030;

28 (b) If a city submits to the department of commerce an empirical  
29 study prepared by a credentialed transportation or land use planning  
30 expert that clearly demonstrates, and the department finds and  
31 certifies, that the application of the parking limitations of this  
32 section will be significantly less safe for vehicle drivers or  
33 passengers, pedestrians, or bicyclists than the city's current  
34 parking requirements; or

35 (c) To portions of cities within a one-mile radius of a  
36 commercial airport in Washington with at least 9,000,000 annual  
37 enplanements.

38 (7) Cities may require parking in excess of the limitations in  
39 this section for religious organizations and parking requirements for  
40 carpools.



1 (8) Cities are not prohibited from requiring temporary or time-  
2 restricted parking. Cities are encouraged to consider the adequacy of  
3 drop-off space, waiting space, and accessibility in the design review  
4 process when considering the limitations on parking requirements.

5 (9) Cities that have adopted substantially similar policies to  
6 the requirements established in this section may apply to the  
7 department of commerce for a determination of compliance with the  
8 requirements of this section. In determining what is substantially  
9 similar, the department of commerce shall consider whether:

10 (a) The city's parking requirements as of July 2025 have the same  
11 or lower parking minimums than the requirements of this section;

12 (b) The city's parking requirements are equal to the average  
13 number of parking stalls required per residential unit and the  
14 average number of parking stalls required per 1,000 square feet of  
15 commercial space; and

16 (c) The city's parking requirements for affordable housing,  
17 senior housing, housing for people with disabilities, and child care  
18 facilities are equivalent to the requirements of this section.

19 (10) Cities may submit a request for a variance from the  
20 requirements of this section to the department of commerce if  
21 compliance with the requirements of this section would be hazardous  
22 to the life, health, and safety of residents as confirmed by a  
23 building official or fire marshal, or their designees. A request for  
24 a variance may include requests to require additional parking spaces  
25 permanently marked for the exclusive use of individuals with  
26 disabilities beyond those required for compliance with the Americans  
27 with disabilities act based on the planned or likely population,  
28 location, or safety of a building, using objective standards.

29 (11) Cities with a population between 30,000 and 50,000 shall  
30 implement the requirements of this section within three years of the  
31 effective date of this act. Cities with a population of 50,000 or  
32 greater shall implement the requirements of this act within 18 months  
33 of the effective date of this act.

34 NEW SECTION. **Sec. 3.** A new section is added to chapter 35A.21  
35 RCW to read as follows:

36 (1) A code city may not require more than 0.5 parking space per  
37 multifamily dwelling unit or more than one parking space per single-  
38 family home.

1 (2) A code city may not require more than two parking spaces per  
2 1,000 square feet of commercial space.

3 (3) A code city may not require any minimum parking requirements  
4 for:

5 (a) Residences under 1,200 square feet;

6 (b) Commercial spaces under 3,000 square feet;

7 (c) Affordable housing;

8 (d) Senior housing;

9 (e) Child care centers as defined in RCW 43.216.010 that are  
10 licensed or certified by the department of children, youth, and  
11 families;

12 (f) Ground level nonresidential spaces in mixed-use buildings;  
13 and

14 (g) A building undergoing a change of use from a nonresidential  
15 to a residential use or a change of use for a commercial use.

16 (4) For purposes of this section:

17 (a) "Affordable housing" has the same meaning as in RCW  
18 36.70A.030.

19 (b) "Commercial use" means use for nonresidential business  
20 purposes, including retail, office, wholesale, general merchandise,  
21 and food services.

22 (5) This section does not apply to requirements for parking  
23 spaces permanently marked for the exclusive use of individuals with  
24 disabilities in compliance with the Americans with disabilities act.

25 (6) The provisions of this section do not apply:

26 (a) To code cities with a population of 30,000 or less, as  
27 determined by the population estimate of the office of financial  
28 management under RCW 43.62.030;

29 (b) If a code city submits to the department of commerce an  
30 empirical study prepared by a credentialed transportation or land use  
31 planning expert that clearly demonstrates, and the department finds  
32 and certifies, that the application of the parking limitations of  
33 this section will be significantly less safe for vehicle drivers or  
34 passengers, pedestrians, or bicyclists than the code city's current  
35 parking requirements; or

36 (c) To portions of code cities within a one-mile radius of a  
37 commercial airport in Washington with at least 9,000,000 annual  
38 enplanements.

1 (7) Code cities may require parking in excess of the limitations  
2 in this section for religious organizations and parking requirements  
3 for carpools.

4 (8) Code cities are not prohibited from requiring temporary or  
5 time-restricted parking. Code cities are encouraged to consider the  
6 adequacy of drop-off space, waiting space, and accessibility in the  
7 design review process when considering the limitations on parking  
8 requirements.

9 (9) Code cities that have adopted substantially similar policies  
10 to the requirements established in this section may apply to the  
11 department of commerce for a determination of compliance with the  
12 requirements of this section. In determining what is substantially  
13 similar, the department of commerce shall consider whether:

14 (a) The code city's parking requirements as of July 2025 have the  
15 same or lower parking minimums than the requirements of this section;

16 (b) The code city's parking requirements are equal to the average  
17 number of parking stalls required per residential unit and the  
18 average number of parking stalls required per 1,000 square feet of  
19 commercial space; and

20 (c) The code city's parking requirements for affordable housing,  
21 senior housing, housing for people with disabilities, and child care  
22 facilities are equivalent to the requirements of this section.

23 (10) Code cities may submit a request for a variance from the  
24 requirements of this section to the department of commerce if  
25 compliance with the requirements of this section would be hazardous  
26 to the life, health, and safety of residents as confirmed by a  
27 building official or fire marshal, or their designees. A request for  
28 a variance may include requests to require additional parking spaces  
29 permanently marked for the exclusive use of individuals with  
30 disabilities beyond those required for compliance with the Americans  
31 with disabilities act based on the planned or likely population,  
32 location, or safety of a building, using objective standards.

33 (11) Code cities with a population between 30,000 and 50,000  
34 shall implement the requirements of this section within three years  
35 of the effective date of this act. Code cities with a population of  
36 50,000 or greater shall implement the requirements of this act within  
37 18 months of the effective date of this act.

38 NEW SECTION. **Sec. 4.** A new section is added to chapter 36.01  
39 RCW to read as follows:

1 (1) A county may not require more than 0.5 parking space per  
2 multifamily dwelling unit or more than one parking space per single-  
3 family home.

4 (2) A county may not require more than two parking spaces per  
5 1,000 square feet of commercial space.

6 (3) A county may not require any minimum parking requirements  
7 for:

8 (a) Residences under 1,200 square feet;

9 (b) Commercial spaces under 3,000 square feet;

10 (c) Affordable housing;

11 (d) Senior housing;

12 (e) Child care centers as defined in RCW 43.216.010 that are  
13 licensed or certified by the department of children, youth, and  
14 families;

15 (f) Ground level nonresidential spaces in mixed-use buildings;  
16 and

17 (g) A building undergoing a change of use from a nonresidential  
18 to a residential use or a change of use for a commercial use.

19 (4) For purposes of this section:

20 (a) "Affordable housing" has the same meaning as in RCW  
21 36.70A.030.

22 (b) "Commercial use" means use for nonresidential business  
23 purposes, including retail, office, wholesale, general merchandise,  
24 and food services.

25 (5) This section does not apply to requirements for parking  
26 spaces permanently marked for the exclusive use of individuals with  
27 disabilities in compliance with the Americans with disabilities act.

28 (6) The provisions of this section do not apply:

29 (a) If a county submits to the department of commerce an  
30 empirical study prepared by a credentialed transportation or land use  
31 planning expert that clearly demonstrates, and the department finds  
32 and certifies, that the application of the parking limitations of  
33 this section will be significantly less safe for vehicle drivers or  
34 passengers, pedestrians, or bicyclists than the county's current  
35 parking requirements; or

36 (b) To portions of counties within a one-mile radius of a  
37 commercial airport in Washington with at least 9,000,000 annual  
38 enplanements.

1 (7) A county may require off-street parking if the county's roads  
2 are not developed to the standards for streets and roads adopted by  
3 the cities within that county.

4 (8) Counties may require parking in excess of the limitations in  
5 this section for religious organizations and parking requirements for  
6 carpools.

7 (9) Counties are not prohibited from requiring temporary or time-  
8 restricted parking. Counties are encouraged to consider the adequacy  
9 of drop-off space, waiting space, and accessibility in the design  
10 review process when considering the limitations on parking  
11 requirements.

12 (10) A county may submit a request for a variance from the  
13 requirements of this section to require additional parking spaces  
14 permanently marked for the exclusive use of individuals with  
15 disabilities beyond those required for compliance with the Americans  
16 with disabilities act based on the planned or likely population,  
17 location, or safety of a building, using objective standards.

18 (11) Counties that have adopted substantially similar policies to  
19 the requirements established in this section may apply to the  
20 department of commerce for a determination of compliance with the  
21 requirements of this section. In determining what is substantially  
22 similar, the department of commerce shall consider whether:

23 (a) The county's parking requirements as of July 2025 have the  
24 same or lower parking minimums than the requirements of this section;

25 (b) The county's parking requirements are equal to the average  
26 number of parking stalls required per residential unit and the  
27 average number of parking stalls required per 1,000 square feet of  
28 commercial space; and

29 (c) The county's parking requirements for affordable housing,  
30 senior housing, housing for people with disabilities, and child care  
31 facilities are equivalent to the requirements of this section.

32 (12) Counties with a population between 30,000 and 50,000 shall  
33 implement the requirements of this section within three years of the  
34 effective date of this act. Counties with a population of 50,000 or  
35 greater shall implement the requirements of this act within 18 months  
36 of the effective date of this act.

37 NEW SECTION. **Sec. 5.** A new section is added to chapter 19.27  
38 RCW to read as follows:

1       The state building code council shall research and, if necessary,  
2       adopt by rule updated accessible parking space requirements in the  
3       state building code promulgated under this chapter to align with  
4       current research on disability rates among drivers.

5       NEW SECTION.   **Sec. 6.**   RCW 36.70A.620 (Cities planning under RCW  
6       36.70A.040—Minimum residential parking requirements) and 2020 c 173 s  
7       3 & 2019 c 348 s 5 are each repealed.

8       NEW SECTION.   **Sec. 7.**   This act may be known and cited as the  
9       parking reform and modernization act.

--- END ---

**Appendix D: Off-Street Parking Investment Scorecard**

| Factor                     | Low Score<br>(0 points)                                                                                   | Medium Score<br>(1 point)                                                              | High Score<br>(2 points)                                                    | Total Score |
|----------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------|
| Location                   | More than ¼ mile (3-4 blocks) from high demand parking area*                                              | Between 1/8 mile (1-2 blocks) and 1/4 mile (3-4 blocks) from high demand parking area* | Less than 1/8 mile (1-2 blocks) from high demand parking area*              |             |
| Multiple Users             | Supports demand from associated development only during one-time period (weekday, weekday night, weekend) | Supports demand during two time periods (weekday, weekday night, weekend)              | Supports demand during three time periods (weekday, weekday night, weekend) |             |
| Revenue Potential          | Does not cover operational costs**                                                                        | Covers operational costs with little to no excess net revenues**                       | Covers operational costs plus surplus net revenues**                        |             |
| Community/Economic Benefit | Does not meet City development goals                                                                      | Only meets some City development goals                                                 | Meets all City development goals                                            |             |
| Cost Drivers               | Significant aesthetic and functional design requirements                                                  | Moderate aesthetic and functional design requirements                                  | No aesthetic and functional design requirements                             |             |
| Public-Private Partnership | Does not include a public/private component                                                               | Small number of public spaces in largely private facility                              | Full shared parking facility in public-private facility                     |             |
| Management Covenants       | Rate and space allocation restrictions                                                                    | Either rate or space restrictions                                                      | No rate and space allocation restrictions                                   |             |

\*high demand parking area defined as a block or blocks with 60-80+% average parking demand

\*\*costs include debt service, operations and maintenance, management

### Location

It is important for the off-street parking infrastructure opportunity to be near an existing high-demand parking area. This high-demand parking area should be within a 5-to-10-minute walk of the new opportunity in walkable area with safe and comfortable pedestrian connectivity. The new off-street parking facility should be able to relieve the on-street parking of longer-term parking stays and instead prioritize the surrounding on-street parking environment for short-term parking and loading activities.

### Multiple Users

A diverse set of parking user groups is an important factor in determining whether an off-street parking infrastructure investment makes financial sense for the City. Multiple user groups, such as office workers during the day, residences in the evening, and special event and retail parking during peak and off-peak hours creates a 24-hour parking facility and provides redundant revenue streams for operation. While more challenging to operate and manage, these diverse sets of parking users can effectively utilize each parking space more than once per day and create a park-once environment to support a broader development and surrounding area.

### Revenue Potential

A byproduct of being located in a high-demand parking area serving multiple user groups is the ability to generate surplus revenue above and beyond operational costs. Depending on the financing mechanism and ancillary agreements an off-street parking facility does not have to generate significant revenue to be successful. Opportunities to be efficient with the day-to-day management of the facility, whether it can be automated through technology, and how it is constructed all play a role in the profitability of the facility. The revenue potential factor, specifically, should also be analyzed over the life of the facility, typically 25 to 30 years at minimum, to determine how high or low the opportunity should be scored. Early negative net revenues, for example, should not preclude this factor from scoring highly if overall net revenues are positive over the life of the facility.

### Community/Economic Benefit

The broader community and economic benefit of the City's off-street parking infrastructure investment should be factored into the decision-making process. As part of the scorecard process, the City should first define the applicable City development goals that are applicable to determining if a City investment should be considered for the proposed facility. City community benefit goals such as creating a comfortable and walkable urban environment, implementing sustainable environmental practices, and affording citizens opportunities to access healthcare and educational opportunities should be reviewed as part of this decision-making process. City economic development goals such as expanding the workforce, increasing affordable and workforce housing, and activating specific areas of the City should all be reviewed as part of this decision-making process as well. Providing structured above or below ground parking is a significant cost consideration for a development project and public financing can assist in making the overall project financially feasible while achieving these broader City goals.

### Cost Drivers

The most significant cost to any parking facility is the concrete structure itself. Aside from the superstructure costs, façade aesthetic and functional design can add significant project costs. As the City reviews its financial involvement in the delivery of off-street parking infrastructure there should be an examination of any required or preferred façade aesthetics and/or functional design elements that will increase the overall up front and ongoing project costs. Examples of façade aesthetic costs include the



materiality of the façade and how many exterior sides of the facility require a façade. Functional design requirements include the vehicular ramping and drive aisle and stall placement in the facility. The size of the facility footprint can also drive up the cost of a facility if there are identified site constraints. These cost drivers can place pressure on revenue generation to cover the cost of operating the facility.

#### Public-Private Partnership

A cornerstone of many cities investments in off-street parking infrastructure can be through public-private partnerships, or P3s. These partnerships enable an otherwise financially unfeasible project to come to fruition with a public investment in, among other development features, structured parking. With some P3s comes a need to segregate a portion of the structured parking for a specific need, typically using parking control equipment such as gates or cameras or other management strategies. These segregated parking areas, depending on how significant they are, can present overall challenges for efficiently and effectively managing the entire parking facility as one asset. If multiple owners are involved in a project additional coordination and approvals may be needed leading to increased decision-making time and added project cost. As the City evaluates whether it should invest in an off-street parking infrastructure opportunity, the agreements associated with a public-private partnership should be analyzed to determine if those agreements will have any revenue or expense impacts in during the operational life of the facility.

#### Management Covenants

Similar to the presence of a public-private partnership, management covenants are a factor that drive the ability of a parking facility to generate revenue and be a financially-sound decision for the City.

Management covenants provide a contractual framework for how parking will be managed in the facility, including how much parking will cost on an hourly, daily, and monthly basis, how spaces are allocated to different user groups, and whether spaces or time limited or restricted by time of day or day of week.

Management covenants can range from simply providing direction and approval authority for these management strategies or clearly state these strategies in an agreement, subject to change by the approval of all parties. In general, management covenants can add cost and limit the ability of the City to manage the parking as they see fit. The presence of management covenants and the materiality of these covenants should be examined when scoring this investment factor.

#### Scorecard Procedure

Based on this example scorecard, City staff could simply tally the results of the analysis and determine the viability of the off-street investment. The following results would drive the decision-making process:

- A score of **12 points or greater** would indicate an investment the City should consider. The assumption here is the facility would be directly City-managed and would take on all financial aspects of the parking facility including servicing debt. This recommendation does not take into consideration the financial position and outlook of the City at the time of the review and should play a critical role in any final investment decision. \*
- A score **between 8 and 12 points** would indicate an investment the City should consider through a public-private partnership and not a direct investment by the City. The assumption here is the City may elect to manage day to day operations of the facility; however the City should not assume facility debt service and would limit its financial exposure to the investment opportunity. \*
- A score of **8 points or less** represents an investment that should not be considered by the City. While the project may have merit and meet several investment factors, the investment opportunity overall would not make financial sense for the City from a direct investment or management

perspective. The City may elect to examine this investment opportunity further, however a significant investment in the proposed off-street parking infrastructure is not recommended.



## Richland

RE: KIMLEY HORN PARKING OPTIMIZATION PROJECT FINDINGS STAFF SUMMARY

DATE: 9/9/2025

---

Parking Optimization Project Findings were presented to City Council on July 22, 2025.

Kimley Horn was contracted by the City of Richland (City) to review Richland's Municipal Code (RMC) with the goals of complying with Washington State Senate Bill (SB) 5184 and increasing housing, mixed-use development, density, urban infill, and economic development.

Presented three options and recommended Option 2:

### I. Option 1: Meet SB 5184: The Parking Reform and Modernization Act

- A. Effective 7/27/2025, should be adopted by municipalities with populations in excess of 50,000 within 18 months of effective date
- B. A city may not require **more than**
  - 1. 0.5 parking space per multifamily dwelling unit
  - 2. one parking space per single-family home
  - 3. two parking spaces per 1,000 square feet of commercial space
- C. A city may **not require any** minimum parking requirements for
  - 1. Residences under 1,200 square feet
  - 2. Commercial spaces under 3,000 square feet
  - 3. Affordable housing (RCW 36.70A.030.17)
  - 4. Senior housing
  - 5. Child care centers as defined in RCW 43.216.010 that are licensed or certified by the department of children, youth, and families
  - 6. Ground level nonresidential spaces in mixed-use buildings
  - 7. A building undergoing a change of use from a nonresidential to a residential use or a change of use for a commercial use
- D. Cities may require parking in excess of the above limitations for religious organizations and parking requirements for carpools.

### II. Option 2: Central Business District Parking Minimums abolished, additional code revision

- A. Meet SB 5184, outlined in Option 1
- B. Code Adjustments

1. Bicycles: RMC 23.54.050
    - a) Prioritize bike parking near building entrance
    - b) Increase bike parking minimum from 5 to 10 spaces
    - c) Consider of end-of-trip bike facility requirements for high intensity uses
  2. Joint Use of Parking Facilities: RMC 23.54.070 & .080
    - a) Allow off-site parking to be a permitted shared facility without board of adjustment review
    - b) Off-site parking should be a predetermined distance from development (500 feet)
  3. Layout Plan: RMC 23.54.120
    - a) Encouraging placement of parking in the rear
    - b) Limit number of driveways to minimize conflict with pedestrians
- C. Code Additions
1. Electric Vehicle Charging Stations
    - a) EV charging stations should count towards parking requirements
    - b) Code should also outline definitions, design guidelines, and accessibility considerations
  2. In-Lieu Parking Fee
    - a) Developers can pay fee for not meeting parking requirements
    - b) Fee should be based on the cost of building the lot
    - c) Fee should not exceed predetermined % of total parking requirement
  3. Valet Parking
    - a) Added to RMC 23.54.070 & 0.80
    - b) Management strategy that is a recommended tool for developments using off-site parking
    - c) Tandem or stacked parking can allow for efficient use of limited space

### **III. Option 3: All City-wide Parking Minimums Abolished**

**CITY OF RICHLAND  
DEVELOPMENT SERVICES**

625 Swift Boulevard, MS-18  
Richland, WA 99352  
(509) 942-7390



**CITY OF RICHLAND  
NOTICE OF PUBLIC HEARING  
(PLN-T4-2025-00003)**

The City of Richland proposes to amend Richland Municipal Code (RMC) Chapters 23.06 Definitions, 23.22 Commercial Zoning Districts, and 23.54, Off-Street Parking and Landscaping, to bring the RMC into compliance with 2025 Washington State Senate Bill 5184, The Parking Reform and Modernization Act, and to remove the minimum number of off-street parking spaces required in the Central Business District and Columbia Point North Waterfront District.

Pursuant to RMC Section 19.20 the Richland Planning Commission will conduct a public hearing and review of the proposed code amendments on Wednesday, December 10, 2025 at 6:00 p.m. in the Richland City Hall Council Chambers, 625 Swift Blvd, Richland, WA. All interested parties are invited to attend and present testimony at the public hearing.

Any person desiring to express their views in writing or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Blvd., MS-35, Richland, WA 99352. Comments may also be emailed to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us). Written comments should be received no later than 5:00 p.m. on Wednesday, December 3, 2025 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

Copies of the staff report and staff recommendation will be available on the City of Richland website [www.richlandwa.gov](http://www.richlandwa.gov) beginning Thursday, December 4, 2025.



AFFIDAVIT OF PUBLICATION

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ATTENTION: CITY OF RICHLAND/LEGALS IP  
625 SWIFT BLVD. MS-11  
RICHLAND, WA 99352  
janderson@ci.richland.wa.us;tclark@ci.richland.wa.us;purchasing@ci.richland.wa.us

CITY OF RICHLAND  
NOTICE OF APPLICATION,  
PUBLIC HEARING AND  
OPTIONAL DNS  
(PLN-T4-2025-00003)

**Notice:** The City of Richland proposes to amend Richland Municipal Code (RMC) Chapters 23.06 Definitions, 23.22 Commercial Zoning Districts, and 23.54 OffStreet Parking and Landscaping, to bring the RMC into compliance with 2025 Washington State Senate Bill 5184, The Parking Reform and Modernization Act, and to remove the minimum number of off-street parking spaces required in the Central Business District and Columbia Point North Waterfront District.  
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Date Published: Sunday, November 30, 2025  
IPL0294270  
Nov 30 2025

COUNTY OF BENTON)  
SS  
STATE OF WASHINGTON)  
the undersigned, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, and that said newspaper was regularly distributed to its subscribers during all of this period.

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Sherry Chasteen

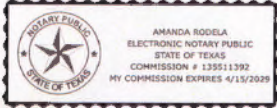


Sherry Chasteen

Amanda Rodela



Sworn to and subscribed before  
me on Dec 1, 2025, 10:41 AM EST



Online Notary Public. Notarization facilitated by SIGNiX\*



**CITY OF RICHLAND  
NOTICE OF APPLICATION,  
PUBLIC HEARING AND  
OPTIONAL DNS  
(PLN-T4-2025-00003)**

**Notice:** The City of Richland proposes to amend Richland Municipal Code (RMC) Chapters 23.06 Definitions, 23.22 Commercial Zoning Districts, and 23.54 OffStreet Parking and Landscaping, to bring the RMC into compliance with 2025 Washington State Senate Bill 5184, The Parking Reform and Modernization Act, and to remove the minimum number of off-street parking spaces required in the Central Business District and Columbia Point North Waterfront District.

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Date Published: Sunday, November 30, 2025  
IPL0294270  
Nov 30 2025



**MINUTES  
PLANNING COMMISSION MEETING  
WEDNESDAY, SEPTEMBER 24, 2025  
Richland City Hall – Council Chambers  
625 Swift Boulevard**

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**Planning Commission Regular Meeting - 6:00 p.m.**

Chair Richardson called the meeting to order at 6:00 p.m.

**Welcome and Roll Call:**

|                              |         |
|------------------------------|---------|
| Attendance: Chair Richardson | Present |
| Vice-Chair Nicholson         | Present |
| Member Anderson              | Present |
| Member Hernandez             | Present |
| Member Lambert               | Present |
| Member Leonard               | Present |
| Member Samuel                | Present |

Also present were Councilmember VanDyke, Development Services Director Rizzitiello, Planning Manager Stevens, Planner Nelson and Administrative Assistant II Kirkpatrick.

**Approval of Agenda:**

**COMMISSIONER NICHOLSON MOVED AND COMMISSIONER HERNANDEZ SECONDED THE MOTION TO APPROVE AGENDA WITH THE SWITCH OF PUBLIC COMMENT WITH THE PUBLIC HEARING. THE MOTION PASSED 5-0.**

**Approval of Minutes:**

1. Approval of August 27, 2025, Planning Commission Meeting Minutes, and the September 10, 2025, Planning Commission Workshop meeting minutes.

**COMMISSIONER SAMUEL MOTIONED AND COMMISSIONER LAMBERT SECONDED THE MOTION TO APPROVE THE MINUTES OF AUGUST 27, 2025, PLANNING COMMISSION MEETING MINUTES AND THE SEPTEMBER 10, 2025, PLANNING COMMISSION WORKSHOP MEETING MINUTES. THE MOTION PASSED 7-0. (Vice-Chair Nicholson abstained)**



## **Public Comments:**

None.

## **New Business:**

### **2. 2026 Community Development Block Grant (CDBG) Application Presentation**

Chair Richardson opened the public hearing after Administrative Assistant II Kirkpatrick read the Public Hearing Procedures.

The following individuals provided public comments:

- Francesca Maier, a Richland resident and previous member of the Planning Commission. She acknowledged the tough job the Commission has tonight on deciding award amounts, and thanked applicants for their service.

CDBG/HOME Administrator Lehman provided the Commission with an overview of the 2026 CDBG applications and went over that there is approximately \$43,720.00 available for Public Services and \$197,750.00 available for Public Facilities/Rehabilitation.

The applications for Public Service total \$93,950.00 with 7 applicants. The following representatives gave a presentation outlining their public service project and amount of grant funding requested.

Elijah Family Homes – Christine Stacy (\$10,000)

Senior Life Resources – Steven Davis (\$20,000)

ARC of Tri-Cities – Donna and Wayne (\$10,450)

Columbia Basin Industries – (\$8,000)

Domestic Violence Services of Benton and Franklin Counties – Shannon (\$20,000)

Boys and Girls Club – (\$13,500)

Support, Advocacy and Resource Center – Rosanna and Anna (\$12,000)

At the conclusion of each presentation, commissioners asked questions of the applicants. Following the presentations, Chair Richardson requested a five-minute break for commissioners to collect their thoughts.

After the Public Services presentations, commissioners discussed priorities and provided rankings to CDBG and HOME Administrator Lehman. Following the priority rankings, commissioners debated funding amounts and strategies considering the reduced funding availability. The discussion also included consideration of HOME Grant funds

that some applicants may be eligible to apply for.

Each commission member thanked applicants for their time and service to the community.

**COMMISSION MEMBER SAMUEL MOVED AND COMMISSIONER LEONARD SECONDED THE MOTION TO FORWARD THE AMOUNTS AS INDICATED IN THE SPREADSHEET TO CITY COUNCIL AS THE RECOMMENDED DISTRIBUTION OF THE AVAILABLE GRANT FUNDS. MOTION CARRIED 7-0.**

**IF MORE FUNDS ARE ALLOCATED BOYS AND GIRLS WOULD RECEIVE IT AND IF WE RECEIVE LESS MONEY DEDUCTED EVENLY ACROSS ALL AGENCIES VICE-CHAIR NICHOLSON SECONDED THE MOTION. MOTIONED CARRIED 7-0.**

The Public Facilities/Rehabilitation applications total \$299,200.00 and \$189,450.00 in funding is available. The following representatives gave presentations outlining their Public Facility project and amount of grant funding requested.

Applicant was not present – Public Works (\$199,200)

Toni Lehman – CDBG & HOME for Owner Occupied Rehab (\$100,000)

At the conclusion of Public Facilities/Rehabilitation presentations, commissioners asked questions and discussed their appreciation of Owner-Occupied Rehabilitations and funding amounts.

**COMMISSIONER HERNANDEZ MOTIONED AND COMMISSIONER SAMUEL SECONDED THE MOTION TO GIVE ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) TO THE CITY OF RICHLAND DEVELOPMENT SERVICES FOR OWNER OCCUPIED REHABILITATIONS AND FOR THE REMAINDER TO GO TO THE CITY OF RICHLAND PUBLIC WORKS. MOTION CARRIED 7-0.**

**CHAIR RICHARDSON MOVED AND COMMISSIONER SAMUEL SECONDED THE MOTION THAT IF MORE FUNDING IS RECEIVED IT GOES TO PUBLIC WORKS AND IF LESS FUNDING IS RECEIVED IT IS TAKEN EVENLY FROM BOTH APPLICANTS. MOTION CARRIED.**

**VICE-CHAIR NICHOLSON SUB MOTION AND COMMISSIONER SAMUEL SECONDED THE MOTION THAT IF LESS FUNDS ARE RECEIVED THAT ONLY REMOVED FROM THE ADA. MOTION CARRIED 7-0.**

### **3. RMC 23:65 Off-Street Parking and Landscaping Discussion**

Planning Manager Stevens provided an update on the ongoing discussion regarding Off-

Street Parking regulations, previously reviewed at the June Planning Workshop, along with other Boards and Commissions.

There are ultimately three options to review:

1. Abolish parking minimums within the Central Business District (CBD).
2. Modify parking code to comply with SB 5184.
3. Abolish parking minimums citywide (per Council directive).

He summarized the outcome of the August Richland City Council Workshop, noting that majority of Councilmembers expressed support for removing parking requirements citywide. Staff moved forward with creating an Ordinance that abolished the city parking requirements city-wide that has been out for city consumption that has received a few comments that have been provided to the Commission.

Public Hearing was opened at 8:28 p.m. and closed at 8:39.

Public Comments Received:

Randy Slovic: Shared her perspective as a new resident twenty years ago and her immense interest in the city of Richland today, expressing hope that eliminating parking regulations would help the City grow into more of a city.

Francesca Maier: She commented as an engineer, referencing an email she had sent to staff that was also shared with the Commission. She expressed concern that some of the numbers related to parking requirements lacked a factual basis. Having previously served on the Planning Commission, she noted that she had requested three times for an overhaul of the parking code, as she views it as a barrier to development. She stated that she is hopeful the proposed code will be adopted but, if changes are to be made, she urged the Commission to include improvements to bicycle parking.

Councilmember Maier: He spoke as a Richland resident, not on behalf of the Council, and shared that he had been focused on reforming parking regulations even prior to SB 5184 due to the challenges they created for developers. He emphasized that the proposed ordinance does not take parking away but could encourage additional development in the city by removing outdated requirements. He expressed appreciation for the staff and Commission's work and urged the Commission to move forward with a motion to approve.

Chair Richardson welcomed Robert Ferrin from Kimley-Horn joining via zoom. Commissioners asked questions from staff and Mr. Ferrin.

Commission discussion focused on consultant scope, citywide versus CBD impacts, ADA requirements, bicycle and transportation planning, and long-term parking considerations. Stakeholder involvement and recommendations were based on the

Central Business District (CBD). Kimley-Horn did not review citywide impacts but referenced parking reforms in other communities, including Spokane, as examples.

Commission questions and discussion included:

- Whether the consultant evaluated citywide impacts.
- Where parking would be accommodated if not mandated.
- Impacts of accessory dwelling units (ADUs) and increased development on parking supply.
- The assumption that parking will be found rather than provided.
- Parking management strategies (time limits, parking enforcement, assigning parking spaces, creative ways to add additional parking)

Planning Manager Stevens emphasized that it is not getting rid of parking but pushing parking to be market driven. Mr. Ferrin confirmed that research generally shows on average that parking is delivered at similar rate that was previously required with parking requirements.

Commissioner Lambert shared his public and professional experience having worked as a Planner for the city of Richland, also worked in California at a high rise, and challenges he has first-hand knowledge. He touched on the city not having robust parking or being more transportation friendly. He would like to see the city start with the state mandate and go from there.

Vice-Chair Nicholson asked council if they are addressing transportation issues, or are they already identified by Council. Councilmember VanDyke noted that transportation improvements are included in the City's Strategic Plan. Planning Manager Stevens referred to street policies and reported that several streets have been updated with striping to expand bicycle lanes and that the City's Transportation Plan is being updated as part of the Comprehensive Plan update. Councilmember VanDyke clarified that Ben Franklin funding decrease has been tabled and touched briefly on the Downtown Loop and Connectivity project that city is working on.

Chair Richardson asked the consultant what caution they have on rolling out their recommendations. Mr. Ferrin confirmed that their study was focused on the CBD area, and more community outreach and engagement could be of use.

Chair Richardson asked Staff what community engagement has been done to date. Planning Manager confirmed that SEPA review has been posted, public notice for the current meeting, prior Planning Commission Workshop, and Mr. Ferrin has also spoken at the Economic Development Regular Meeting.

Staff also clarified federal ADA parking requirements with the proposed code change; if a property provides one parking stall, ADA stalls are required based on the number of stalls provided (e.g., 1–25 spaces trigger ADA requirements) per federal regulations. Commissioner Lambert suggests that Commissioner finish with the CBD, which was the

original study, and let the Comprehensive Plan work on the rest.

Commissioner Samuel discussed the pros and cons of approving the proposed parking requirement changes:

Pros: Supports affordable housing initiatives, encourages more efficient land use, promotes walkability and transit use, reduces paved surface areas and provides developers with greater design flexibility

Cons: May increase pressure on street parking, could create accessibility challenges for ADA compliance and seniors, potential for parking spillover into surrounding areas, parking supply may not align with actual demand

Commissioner Samuel noted that several community examples have been tested in the Central Business District (CBD) and suggested beginning implementation there.

**COMMISSIONER SAMUEL MOVED AND COMMISSIONER LAMBERT SECONDED THE MOTION THAT CITY STAFF COME BACK WITH A REVISED ORDINANCE 23.54 THAT IS SPECIFIC TO THE CBD PARKING REQUIREMENTS AND TAKE INTO ACCOUNT CONCERNS FROM COMMISSION MEMBERS. THOSE IN FAVOR: CHAIR RICHARDSON, HERNANDEZ, LAMBERT, LEONARD AND SAMUEL. THOSE OPPOSED: VICE-CHAIR NICHOLSON AND ANDERSON**

Planning Manager Stevens noted that a revised ordinance could be presented at the combined November/December meeting.

#### **Communication:**

Planning Manager Stevens stated that at the next workshop meeting on October 10, 2025, AHBL will provide an update on the Comprehensive Plan and Development Update.

Councilmember VanDyke reported that he attended the exit interview for the state's financial audit for the City of Richland, which the city successfully passed. He also noted the success of the recent Ironman event and expressed appreciation for the hard work of city staff.

Committee Member Samuel discussed the upcoming Board and Committee Recognition Dinner and encouraged members to attend.

Adjournment:

Chair Richardson adjourned the meeting at 9:31 P.M.

PREPARED BY:

\_\_\_\_\_  
Carly Kirkpatrick, Administrative Assistant

APPROVED BY: \_\_\_\_\_  
Jet Richardson, Chair

DRAFT

## Exhibit 12

**From:** [Francesca Maier](#)  
**To:** [Stevens, Mike](#)  
**Cc:** [City Council Members](#)  
**Subject:** Fwd: Abolishing Parking Mandates  
**Date:** Wednesday, September 17, 2025 10:13:13 PM  
**Attachments:** [R squared approximately zero.png](#)  
[we forced the intercept because the graph went the wrong way.png](#)  
[oops outlier needed to force a correlation.png](#)

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[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

Hello Mike,

I hope that you are well. I would appreciate it if you would include this email in its entirety as a public comment in the packet for the planning commission next Wednesday. If this topic will go before any other board or commission, please include my comment in their packet as well. Since I sent my email to the council in July, the city of Shoreline, WA has been added to the list of Washington cities abolishing parking mandates in their codes. There are now over 100 communities nationwide to do so, and almost 10 times as many communities that have implemented *maximums* that limit how much parking a developer may provide. There is a map here: <https://parkingreform.org/mandates-map/>

I wanted to let you know that I appreciate the ancillary edits to the parking code, in particular, the expanded content under bicycle parking and landscaping. Regarding bike parking, I'd encourage staff and the Planning Commission to consider the Spokane bike parking ordinance: <https://my.spokanecity.org/smc/?Section=17C.230.200> Our parking ordinance is proposed to continue stating "Spaces shall be easily accessible, large enough to park a full sized 10-speed bicycle when other bicycles are present" -- that's a pretty dated view of a bicycle. With the exponential growth of e-Bike use, bikes are bigger, and elderly people and people with disabilities are using larger form factor bicycles, tricycles, and recumbent bikes that do not fit on those bike racks. The "staple" style racks at the City Hall and library do accommodate these types of bikes and provide room for, say, two cargo bikes to be parked next to each other while still unloading kids or loading groceries or for a person with mobility issues to open a walking frame, get out their cane, or simply move comfortably. The City of Spokane has addressed these needs further with their bike parking guidelines: <https://static.spokanecity.org/documents/projects/bike-rack-program/bicycle-parking-guidelines-2024-05-24.pdf> I've attached some photos of different form-factor bikes that are not adequately served by many of the bike parking options around town (and one showing just how many bikes you can successfully park at the few staple-style racks at the library.)

I hope that when you put the packet together for next week's meeting you will share with the Commissioners the following:

- The recording of the Council Special Meeting and Workshop: <https://richlandwa.new.swagit.com/videos/350691>
- The consultant's slides from the Council Special Workshop on July 22, 2025
- The recording of the consultant's summary of the June 26 virtual public meeting or the Consultant's summary of that meeting
- The consultant's report or a current draft

Sincerely,  
Ches

----- Forwarded message -----

From: **Francesca Maier** <[francesca.maier@gmail.com](mailto:francesca.maier@gmail.com)>

Date: Tue, Jul 22, 2025 at 10:51 PM

Subject: Abolishing Parking Mandates

To: <[citycouncil@ci.richland.wa.us](mailto:citycouncil@ci.richland.wa.us)>

Hello,

Thank you for your long and thoughtful discussion tonight on the topic of parking minimums, and how to implement the new state law for our city.

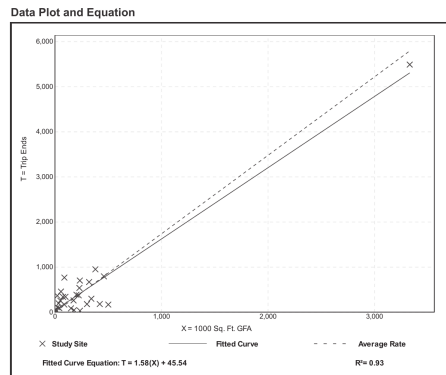
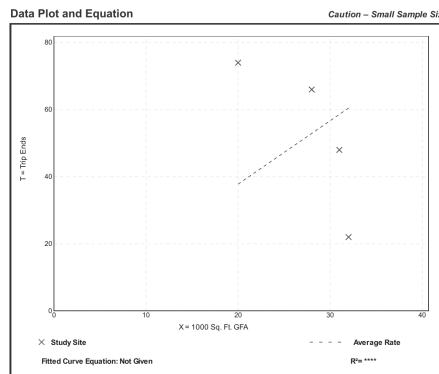
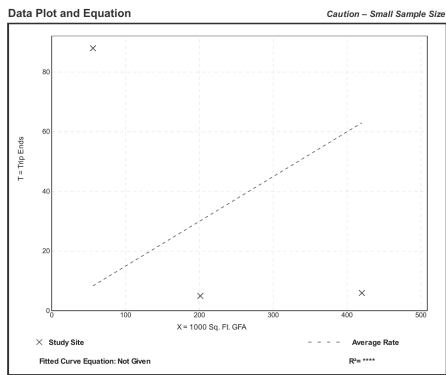
In my 6 years on the Planning Commission, there were three occasions that the commission voted to formally recommend that council overhaul the parking code because it was a barrier to development. I am grateful that the city hired a consultant to thoroughly study the issue, and that you were able to provide input tonight to assist the consultant with completing the study. I look forward to the council taking action on the consultant's recommendation.

As a licensed professional engineer who has performed many traffic impact analyses and developed travel demand models, I have strong opinions on the topic! As I shared last year, our parking code is way out of step with trip generation rates. The 24 Lawless Drive surplus property RFP even pointed out: "[Max. Development would be a total of 290,000 GFA General Office Buildings as they would generate 333 trips \(would need 828 parking spaces\)](#)" None of the uses involve overnight stays, but the parking code requires 828 parking spaces for only 333 trips!

Engineers generally use science and math and conservative judgement to make decisions. We are trained in how to weigh incomplete information and make assumptions that we hold ourselves professionally accountable for. An oncologist will give you a prognosis in terms of a 5-year survival rate, a scientist will give you error bars and P-values, but an engineer will give you one nice happy number with way too many significant figures and put all the data in an appendix expecting you to read it all yourself and get an appreciation for the uncertainty so you can apply your own judgement.

The Institute of Traffic Engineers (ITE) publishes [Trip Generation and Parking Generation manuals](#), which are in their 13th and 6th editions, respectively. The appendix has the charts behind the rates in the main body of the book. There's no complex math, it's simple 7th grade straight line  $y = mx + b$ . (But  $b$  has to be 0 or there would be phantom vehicles when the number of hotel rooms or gross floor area was zero.) Here are some examples of the charts:





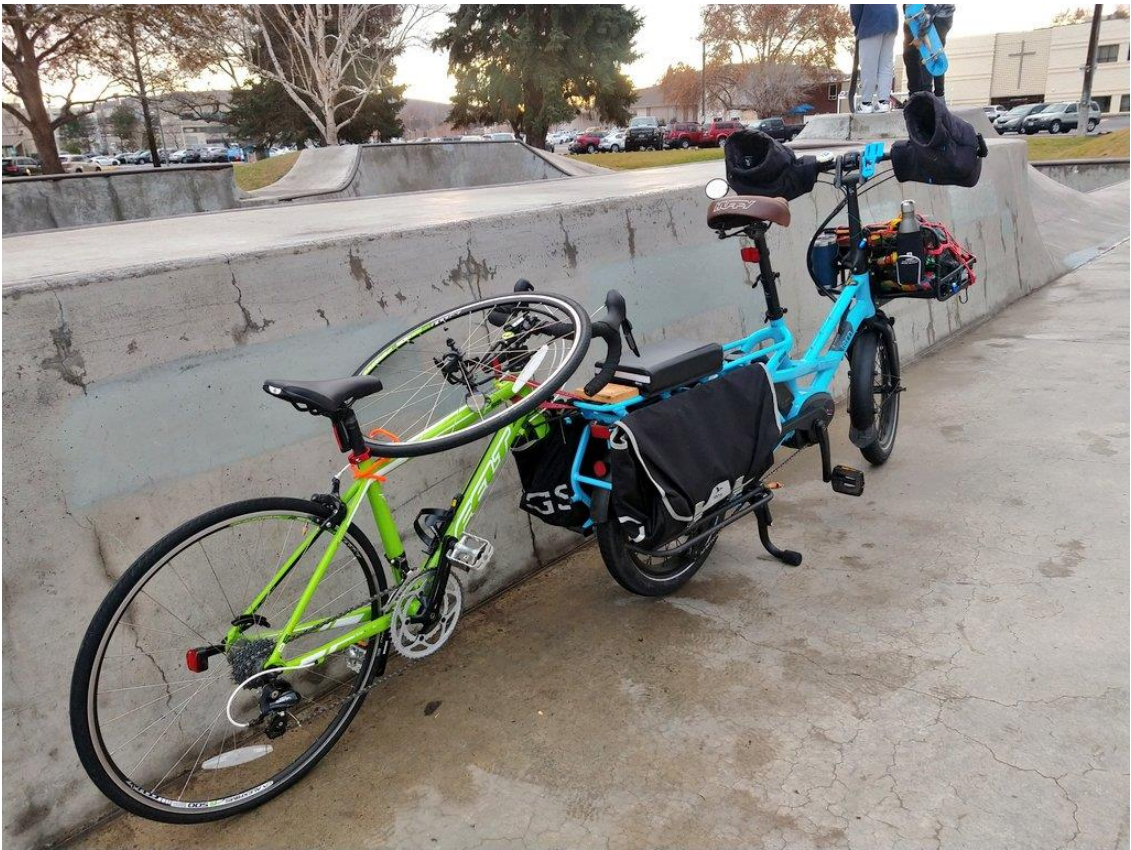
The trip generation and parking generation rates in these ITE "Bibles" are based on observational studies. Someone observed parking or trip behavior at a similar site and reported that count and site characteristics to the ITE. Anyone can make a report [here](#). **There is no science or empirical law that can be applied to parking rates.** There is no single answer to the question, "How many people will drive to a development of this type?" Humans make complex choices when deciding where to travel, when, and how. Parking and trip generation are behavioral science and not engineering.

Placing parking mandates (either for minimum or maximum requirements) into the code is pulling a lever that interferes with the basic free market forces. We do this in certain situations, like to protect the access rights of people with disabilities, incentivize the use of electric vehicles, and to protect the property rights of people who need to secure their bicycles to something fixed to prevent theft. **Who knows best how much parking a development needs?** It's not an engineer, it's not the ITE parking generation manual. Most likely, it's the developer, who is the subject matter expert for who their customers are and what their customers need. Removing the minimum parking standards in code enables developers to optimize how much parking to provide. (This does NOT eliminate requirements to provide handicap parking, electric vehicle parking, and bicycle parking.)

While it may feel like an ideological step to cut red tape and remove barriers to developers, it is not an untested one. Many cities have abolished parking mandates. It saves staff time, it lowers the cost of development, and it enables redevelopment of under-utilized land. [Pasco](#) and [Yakima](#) have already abolished parking minimums in their downtown areas. Colville, WA, Sandpoint, ID, Twin Falls, ID and Ketchum, ID have done similar things. Spokane has removed all parking mandates. Bothell (population 48,000) did the same thing a few weeks ago. Bremerton did it in June. Let's add Richland to [the map](#) too.

Warmly,  
Francesca Maier





















**From:** [Rodgers, Deborah \(CONTR\) - TERR-TRI CITIES RMHQ](#)  
**To:** [Planning](#)  
**Cc:** [Kinch, James L \(BPA\) - TERR-BELL-1](#); [Connell, Valorie L \(BPA\) - TERR-PASCO](#)  
**Subject:** RE: PLN-T4-2025-00003 Parking Code Amendment - City of Richland  
**Date:** Wednesday, September 17, 2025 8:46:29 AM  
**Attachments:** [image001.png](#)

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**[EXTERNAL EMAIL]** Exercise caution before clicking links or opening attachments.

Mike,

Bonneville Power Administration (BPA) has had the opportunity to review City of Richland PLN-T4-2025-00003 Parking Code Amendment - City of Richland.

In researching our records, we have found that this proposal will not directly impact BPA facilities. BPA does not have any objections to the approval of this request at this time.

If you have any questions or need additional information, please feel free to contact Luke Kinch at (509) 468-3095 or by email at [JLKInch@bpa.gov](mailto:JLKInch@bpa.gov).

Thank you for the opportunity to review this application.

**Deborah Rodgers**  
[BONNEVILLE POWER ADMINISTRATION](#)  
[DEPARTMENT OF ENERGY](#)

(CONTR) Actalent

Realty Technician 3 | Real Property Field Services | TERR/Tri-Cities-RMHQ  
[dxrodgers@bpa.gov](mailto:dxrodgers@bpa.gov) | O: 509-544-4749 | C: 360-624-0566

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**From:** Planning <[planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us)>

**Sent:** Tuesday, September 2, 2025 10:54 AM

**To:** Castle, Angela C (CONTR) - TERR-PASCO <[ACCastle@bpa.gov](mailto:ACCastle@bpa.gov)>; admin@basindisposal.com; Ashley Morton <[AshleyMorton@ctuir.org](mailto:AshleyMorton@ctuir.org)>; Badger Mountain Irrigation District <[bmidmanager@badgermountainirrigation.com](mailto:bmidmanager@badgermountainirrigation.com)>; BC Planning - Michelle Cooke <[Michelle.Cooke@co.benton.wa.us](mailto:Michelle.Cooke@co.benton.wa.us)>; Benton County - Segregations <[Segregations@co.benton.wa.us](mailto:Segregations@co.benton.wa.us)>; Benton County Planning <[Planning.Department@co.benton.wa.us](mailto:Planning.Department@co.benton.wa.us)>; Benton PUD, Broadband <[osp@noanet.net](mailto:osp@noanet.net)>; Benton PUD, Electrical <[engservice@bentonpud.org](mailto:engservice@bentonpud.org)>; Carrie Thompson <[carrie.thompson@bnsf.com](mailto:carrie.thompson@bnsf.com)>; Casey Barney, Yakama Nation <[Casey\\_Barney@Yakama.com](mailto:Casey_Barney@Yakama.com)>; chaz.bates@commerce.wa.gov <[chaz.bates@commerce.wa.gov](mailto:chaz.bates@commerce.wa.gov)>; city@basindisposal.com; Corrine Camuso, Yakama Nation <[Corrine\\_Camuso@Yakama.com](mailto:Corrine_Camuso@Yakama.com)>; Craig Hamilton <[c.hamilton@bces.wa.gov](mailto:c.hamilton@bces.wa.gov)>; Crosepa@ecy.wa.gov <[Crosepa@ecy.wa.gov](mailto:Crosepa@ecy.wa.gov)>; DAHP SEPA Reviews <[sepa@dahp.wa.gov](mailto:sepa@dahp.wa.gov)>; DAlessandro, Carlo <[cdalessandro@CI.RICHLAND.WA.US](mailto:cdalessandro@CI.RICHLAND.WA.US)>; Davis, Deanna <[d.davis@bces.wa.gov](mailto:d.davis@bces.wa.gov)>; Rodgers, Deborah (CONTR) - TERR-TRI CITIES RMHQ <[dxrodgers@bpa.gov](mailto:dxrodgers@bpa.gov)>; Deskins, John <[jdeskins@CI.RICHLAND.WA.US](mailto:jdeskins@CI.RICHLAND.WA.US)>; Eric Mendenhall <[emendenhall@westrichland.org](mailto:emendenhall@westrichland.org)>; Erin Hockaday <[erin.hockaday@bfhd.wa.gov](mailto:erin.hockaday@bfhd.wa.gov)>; Former Orchards <[FormerOrchards@ecy.wa.gov](mailto:FormerOrchards@ecy.wa.gov)>; GIS

<gis@co.benton.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Hogan, Jodi <jhogan@CI.RICHLAND.WA.US>; Homero.Gonzalez@ziply.com; ian\_gray@yakama.com; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <jmcshane@kid.org>; Jessica Lally, Yakama Nation <Jessica\_Lally@Yakama.com>; Kinch,James L (BPA) - TERR-BELL-1 <JLKinch@bpa.gov>; Jodeer@bfhd.wa.gov; John Lyle <john.lyle@bentoncleanair.org>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Ken Gosney <ken.gosney@rsd.edu>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; Kramer, Steve <skramer@ci.richland.wa.us>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Acevedo, Mizaël <macevedo@CI.RICHLAND.WA.US>; Cummings,Nicole M (BPA) - TERR-TRI CITIES RMHQ <NMCummings@bpa.gov>; Noah Oliver, Yakama Nation <Noah\_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; PublicWorks@co.benton.wa.us; Quentin Wright <QWright@portofbenton.com>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; rgoede@noanet.net; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Ryan Anderson <rand461@ECY.WA.GOV>; Sanchez, Juan <jsanchez@CI.RICHLAND.WA.US>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Schluter, Shaun <sschluter@CI.RICHLAND.WA.US>; SEPA BFHD <SEPA@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>; Tyler Thompson-Benton County Clean Air <tyler.thompson@bentoncleanair.org>; 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>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>; Zanin, Heather <hzanin@ci.richland.wa.us>

**Subject:** PLN-T4-2025-00003 Parking Code Amendment - City of Richland

Hello Everybody,

The City of Richland is proposing to amend RMC Chapter 23.54, Off-Street Parking and Landscaping, to remove all minimum requirements for the number of off-street parking spaces required within the City. Please review the attached materials relative to your agency's regulations and submit any comments no later than 5:00 PM, Wednesday, September 17, 2025. Comments may be submitted via e-mail to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us) or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

Thank you,



**Mike Stevens**

Planning Manager

625 Swift Blvd., MS-35 | Richland, WA 99352

509.942.7596



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## Ballard, Jennifer

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**From:** Deskins, John  
**Sent:** Monday, September 15, 2025 1:44 PM  
**To:** Stevens, Mike  
**Cc:** DAlessandro, Carlo; Reathaford, Jason  
**Subject:** RE: City of Richland Parking Code Text Amendment PLN-T1-2025-00308 SEPA

Mike,

I'm sorry I'm well past the deadline and I'm not sure my comment would actually make it in code.

My concern is that we as a group need to carefully evaluate the potential streets in a neighborhood pre-plat that have adjacent homes as to whether they may someday become classified as a collector of any kind. If so, then we might choose to stripe bike lanes in the future which could potentially leave some homes without on-street parking as well. Of course, the converse is that we choose not to stripe the bike lanes for solely the fact that there is no off-street parking and the on-street is a necessity.

**John Deskins, PE**  
Traffic Engineer  
City of Richland  
(509) 942-7514

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**From:** Stevens, Mike <mstevens@CI.RICHLAND.WA.US>  
**Sent:** Wednesday, August 13, 2025 3:47 PM  
**To:** accastle@bpa.gov <accastle@bpa.gov>; admin@basindisposal.com; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; BC Planning - Michelle Cooke <Michelle.Cooke@co.benton.wa.us>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton County Planning <Planning.Department@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey\_Barney@Yakama.com>; chaz.bates@commerce.wa.gov <chaz.bates@commerce.wa.gov>; city@basindisposal.com; Corrine Camuso, Yakama Nation <Corrine\_Camuso@Yakama.com>; Craig Hamilton <c.hamilton@bces.wa.gov>; Crosepa@ecy.wa.gov <Crosepa@ecy.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrogers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday <erin.hockaday@bfhd.wa.gov>; Former Orchards <FormerOrchards@ecy.wa.gov>; GIS <gis@co.benton.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Hogan, Jodi <jhogan@CI.RICHLAND.WA.US>; Homero.Gonzalez@ziply.com; ian\_gray@yakama.com; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <jmcsbane@kid.org>; Jessica Lally, Yakama Nation <Jessica\_Lally@Yakama.com>; JLKinch@bpa.gov; Jodeer@bfhd.wa.gov; John Lyle <john.lyle@bentoncleanair.org>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Ken Gosney <ken.gosney@rsd.edu>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; Kramer, Steve <skramer@ci.richland.wa.us>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; NMCummings@bpa.gov; Noah Oliver, Yakama Nation <Noah\_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; PublicWorks@co.benton.wa.us; Quentin Wright <QWright@portofbenton.com>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>;

rgoede@noanet.net; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Ryan Anderson <rand461@ECY.WA.GOV>; Sanchez, Juan <jsanchez@CI.RICHLAND.WA.US>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Schluter, Shaun <sschluter@CI.RICHLAND.WA.US>; SEPA BFHD <SEPA@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>; Tyler Thompson-Benton County Clean Air <tyler.thompson@bentoncleanair.org>; 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>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>; Zanin, Heather <hzanin@ci.richland.wa.us>

**Subject:** City of Richland Parking Code Text Amendment PLN-T1-2025-00308 SEPA

Hello Everybody,

The City of Richland is proposing to amend its Parking and Landscaping regulations by removing all minimum parking requirements for new developments within the City, as well as make other minor modifications to the parking/landscaping requirements. The proposed amendment would apply citywide and is anticipated to go before the Planning Commission for an open-record hearing on Wednesday, September 24, 2025. Please review the attached materials relative to your agency's regulations and submit any comments pertaining to SEPA (environmental impacts) no later than 5:00 PM on Friday, August 29, 2025. Comments may be submitted via e-mail to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us) or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

If you are unable to open the attachment you may also view the materials online at: <https://www.ci.richland.wa.us/home/showpublisheddocument/18168>

Thank you,



**Mike Stevens**  
Planning Manager  
625 Swift Blvd., MS-35 | Richland, WA 99352  
509.942.7596

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## Ballard, Jennifer

---

**From:** Bates, Chaz (COM) <chaz.bates@commerce.wa.gov>  
**Sent:** Thursday, September 11, 2025 4:45 PM  
**To:** Stevens, Mike  
**Subject:** RE: PLN-T4-2025-00003 Parking Code Amendment - City of Richland

**[EXTERNAL EMAIL]** Exercise caution before clicking links or opening attachments.

Mike,

I am just coming back from paternity leave and noticed that you expedited review request for your parking code amendments appears to not been processed.

I am going to ping Ben about moving it forward, but I noticed that your amendments do not require any parking at all. I want to point out that [RCW 35.21.994](#) appears to *allow* a city to require parking for industrial uses and commercial uses over 3,000 square feet (granted no more than two/1,000). I am not advocating one way or another, but I thought I'd point it out.

Thank you,

**Chaz Bates (he/him), AICP** | SENIOR PLANNER  
Growth Management Services | Washington State Department of Commerce  
601 E Riverside Ave, Suite #470  
Spokane, WA 99202-5903

Desk: 509-606-3501  
Cell: 360-867-8977

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*Email communications with state employees are public records and may be subject to disclosure, pursuant to Ch. 42.56 RCW.*

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**From:** Planning <planning@ci.richland.wa.us>  
**Sent:** Tuesday, September 2, 2025 10:54 AM  
**To:** accastle@bpa.gov <accastle@bpa.gov>; admin@basindisposal.com; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; BC Planning - Michelle Cooke <Michelle.Cooke@co.benton.wa.us>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton County Planning <Planning.Department@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey\_Barney@Yakama.com>; Bates, Chaz (COM) <chaz.bates@commerce.wa.gov>; city@basindisposal.com; Corrine Camuso, Yakama Nation <Corrine\_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; ECY RE CRO SEPA Coordinator <crosepa@ecy.wa.gov>; DAHP SEPA <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodders@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday <Erin.hockaday@bfhd.wa.gov>; ECY RE Former Orchards <formerorchards@ECY.WA.GOV>; GIS <gis@co.benton.wa.us>; Greg Wendt <Greg.Wendt@co.benton.wa.us>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Hogan, Jodi <jhogan@CI.RICHLAND.WA.US>; Homero.Gonzalez@ziply.com; ian\_gray@yakama.com; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <jmcsbane@kid.org>; Jessica Lally, Yakama Nation

<Jessica\_Lally@Yakama.com>; JLKinch@bpa.gov; JoDee Peyton <jodeer@bfhd.wa.gov>; John Lyle <john.lyle@bentoncleanair.org>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Cooper, Kelly (DOH) <Kelly.Cooper@DOH.WA.GOV>; Ken Gosney <ken.gosney@rsd.edu>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; Kramer, Steve <skramer@ci.richland.wa.us>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; NMCummings@bpa.gov; Noah Oliver, Yakama Nation <Noah\_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Gonseth, Paul <paul.gonseth@wsdot.wa.gov>; PublicWorks@co.benton.wa.us; Quentin Wright <QWright@portofbenton.com>; Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; COM GMU Review Team <reviewteam@commerce.wa.gov>; rgoede@noanet.net; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Anderson, Ryan (ECY) <rand461@ECY.WA.GOV>; Sanchez, Juan <jsanchez@CI.RICHLAND.WA.US>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Schluter, Shaun <sschluter@CI.RICHLAND.WA.US>; SEPA BFHD <SEPA@bfhd.wa.gov>; DNR RE SEPACENTER <SEPACENTER@dnr.wa.gov>; ECY RE SEPA REGISTER <separegister@ecy.wa.gov>; ECY RE SEPA REGISTER <separegister@ecy.wa.gov>; Seth DeFoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; Tyler Thompson-Benton County Clean Air <tyler.thompson@bentoncleanair.org>; Ritter, Michael W (DFW) <Michael.Ritter@dfw.wa.gov>; DFW R3planning <R3planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>; Zanin, Heather <hzanin@ci.richland.wa.us>  
**Subject:** PLN-T4-2025-00003 Parking Code Amendment - City of Richland

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External Email

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Hello Everybody,

The City of Richland is proposing to amend RMC Chapter 23.54, Off-Street Parking and Landscaping, to remove all minimum requirements for the number of off-street parking spaces required within the City. Please review the attached materials relative to your agency's regulations and submit any comments no later than 5:00 PM, Wednesday, September 17, 2025. Comments may be submitted via e-mail to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us) or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

Thank you,



**Mike Stevens**  
Planning Manager  
625 Swift Blvd., MS-35 | Richland, WA 99352  
509.942.7596

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**From:** [Deskins, John](#)  
**To:** [Planning](#); [Reathafor, Jason](#)  
**Cc:** [Mattheus, Pamela](#); [Zanin, Heather](#); [DAlessandro, Carlo](#)  
**Subject:** RE: PLN-T4-2025-00003 Parking Code Amendment - City of Richland  
**Date:** Tuesday, September 2, 2025 11:44:49 AM  
**Attachments:** [image001.png](#)

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I would note the following for consideration.

1. Any street that appears or functions like a collector street, even if it starts out as a local street may have on-street parking removed in the future for bike lanes.
2. There may be safety reasons to remove parking on segments up to 100 feet long (based upon Traffic Engineer Authority under [WAC 308-330-265](#), item(13)). An example might be to provide proper sight distance for a crosswalk. This could happen even on residential streets.

**John Deskins, PE**  
Traffic Engineer  
City of Richland  
(509) 942-7514

---

**From:** Planning <planning@ci.richland.wa.us>  
**Sent:** Tuesday, September 2, 2025 10:54 AM  
**To:** accastle@bpa.gov <accastle@bpa.gov>; admin@basindisposal.com; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; BC Planning - Michelle Cooke <Michelle.Cooke@co.benton.wa.us>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton County Planning <Planning.Department@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey\_Barney@Yakama.com>; chaz.bates@commerce.wa.gov <chaz.bates@commerce.wa.gov>; city@basindisposal.com; Corrine Camuso, Yakama Nation <Corrine\_Camuso@Yakama.com>; Craig Hamilton <c.hamilton@bces.wa.gov>; Crosepa@ecy.wa.gov <Crosepa@ecy.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodgers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday <erin.hockaday@bfhd.wa.gov>; Former Orchards <FormerOrchards@ecy.wa.gov>; GIS <gis@co.benton.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Hogan, Jodi <jhogan@CI.RICHLAND.WA.US>; Homero.Gonzalez@ziplly.com; ian\_gray@yakama.com; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <jmcshane@kid.org>; Jessica Lally, Yakama Nation <Jessica\_Lally@Yakama.com>; JLKinch@bpa.gov; Jodeer@bfhd.wa.gov; John Lyle <john.lyle@bentoncleanair.org>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziplly.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Ken Gosney <ken.gosney@rsd.edu>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; Kramer, Steve

<skramer@ci.richland.wa.us>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Acevedo, Mizaël <macevedo@CI.RICHLAND.WA.US>; NMCummings@bpa.gov; Noah Oliver, Yakama Nation <Noah\_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; PublicWorks@co.benton.wa.us; Quentin Wright <QWright@portofbenton.com>; ReathaFord, Jason <JReathaFord@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; rgoede@noanet.net; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Ryan Anderson <rand461@ECY.WA.GOV>; Sanchez, Juan <jsanchez@CI.RICHLAND.WA.US>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Schluter, Shaun <sschluter@CI.RICHLAND.WA.US>; SEPA BFHD <SEPA@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>; Tyler Thompson-Benton County Clean Air <tyler.thompson@bentoncleanair.org>; 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>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>; Zanin, Heather <hzanin@ci.richland.wa.us>

**Subject:** PLN-T4-2025-00003 Parking Code Amendment - City of Richland

Hello Everybody,

The City of Richland is proposing to amend RMC Chapter 23.54, Off-Street Parking and Landscaping, to remove all minimum requirements for the number of off-street parking spaces required within the City. Please review the attached materials relative to your agency's regulations and submit any comments no later than 5:00 PM, Wednesday, September 17, 2025. Comments may be submitted via e-mail to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us) or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

Thank you,



**Mike Stevens**

Planning Manager

625 Swift Blvd., MS-35 | Richland, WA 99352

509.942.7596

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**From:** [Chris Sittman](#)  
**To:** [Planning](#)  
**Cc:** [Wendy Durado](#)  
**Subject:** RE: PLN-T4-2025-00003 Parking Code Amendment - City of Richland  
**Date:** Tuesday, September 2, 2025 3:05:21 PM  
**Attachments:** [image001.png](#)

---

**[EXTERNAL EMAIL]** Exercise caution before clicking links or opening attachments.

KID has no comments.

Thank You,

**Chris D. Sittman**  
Engineering Dept./CAD Specialist  
Kennewick Irrigation District  
2015 S. Ely St.  
Kennewick, WA 99337  
Desk: 509-460-5435  
Cell: 509-873-1123

---

**From:** Planning <planning@ci.richland.wa.us>  
**Sent:** Tuesday, September 2, 2025 10:54 AM  
**To:** accastle@bpa.gov <accastle@bpa.gov>; admin@basindisposal.com; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; BC Planning - Michelle Cooke <Michelle.Cooke@co.benton.wa.us>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton County Planning <Planning.Department@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey\_Barney@Yakama.com>; chaz.bates@commerce.wa.gov <chaz.bates@commerce.wa.gov>; city@basindisposal.com; Corrine Camuso, Yakama Nation <Corrine\_Camuso@Yakama.com>; Craig Hamilton <c.hamilton@bces.wa.gov>; Crosepa@ecy.wa.gov <Crosepa@ecy.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodgers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday <erin.hockaday@bfhd.wa.gov>; Former Orchards <FormerOrchards@ecy.wa.gov>; GIS <gis@co.benton.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Hogan, Jodi <jhogan@CI.RICHLAND.WA.US>; Homero.Gonzalez@zipl.com; ian\_gray@yakama.com; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <JMcShane@kid.org>; Jessica Lally, Yakama Nation <Jessica\_Lally@Yakama.com>; JLKinch@bpa.gov; Jodeer@bfhd.wa.gov; John Lyle <john.lyle@bentoncleanair.org>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@zipl.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Ken Gosney <ken.gosney@rsd.edu>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>;

Development <development@kid.org>; Matthew Berglund <MBerglund@kid.org>; Kramer, Steve <skramer@ci.richland.wa.us>; M. Deklyne <mjddeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Acevedo, Mizaël <macevedo@CI.RICHLAND.WA.US>; NMCummings@bpa.gov; Noah Oliver, Yakama Nation <Noah\_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; PublicWorks@co.benton.wa.us; Quentin Wright <QWright@portofbenton.com>; Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; rgoede@noanet.net; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Ryan Anderson <rand461@ECY.WA.GOV>; Sanchez, Juan <jsanchez@CI.RICHLAND.WA.US>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Schluter, Shaun <sschluter@CI.RICHLAND.WA.US>; SEPA BFHD <SEPA@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>; Tyler Thompson-Benton County Clean Air <tyler.thompson@bentoncleanair.org>; 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>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>; Zanin, Heather <hzanin@ci.richland.wa.us>

**Subject:** PLN-T4-2025-00003 Parking Code Amendment - City of Richland

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Everybody,

The City of Richland is proposing to amend RMC Chapter 23.54, Off-Street Parking and Landscaping, to remove all minimum requirements for the number of off-street parking spaces required within the City. Please review the attached materials relative to your agency's regulations and submit any comments no later than 5:00 PM, Wednesday, September 17, 2025. Comments may be submitted via e-mail to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us) or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

Thank you,



**Mike Stevens**

Planning Manager

625 Swift Blvd., MS-35 | Richland, WA 99352

509.942.7596

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## Exhibit 13

Dear Planning Commissioners,

I understand the proposed changes in the central business district to be in line with our Comprehensive Plan. As Jane Jacobs said, "If you want people in your downtown, you have to put them there." As a matter of fact it is people living within a mile of small businesses, and not tourists, who are their best patrons - particularly those who walk and cycle. Paid parking, as opposed to free parking, is more profitable to local businesses.

As demand for affordable housing increases, it's evident that smaller multi family units with proximity to amenities are a practical, if not an attractive, solution. Richland's downtown core needs less regulation limiting density. Increasing density in and around downtown cores, and not expanding our UGA, is a fiscally conservative long term strategy towards affordable housing and future growth.

Automobile parking minimums pose an additional barrier towards putting people downtown. I support market based automobile parking requirements. Residents ought to have the choice to move by foot, cycle, or automobile. Over regulation of parking minimums in a downtown core limits valuable public and private space to vehicle storage. The space could otherwise be affordable housing, street scape, and active transportation infrastructure. Decreasing the number of automobile parking spaces required, as opposed to the decreasing the size, will address the crux of the issue.

In areas with increased density and proximity to amenities, secure bicycle parking is crucial. My 22 yr old daughter lives in high density apartments in downtown Richland. She could and would bicycle instead of drive, except that her 3rd floor apartment does not have ground floor secure bicycle storage. With the popularity of expensive and heavy electric assist bicycles, this is becoming even more of an issue. Currently, our code standards address minimal bicycle parking and are not enforced.

I encourage you avoid low density auto centric policy and support our downtown core. I appreciate your proactive approach to addressing a growing housing crisis.

Sincerely,  
Laila Krowiak

Received by  
Richland City  
Staff, 9/25/2025

# Exhibit 14

## CERTIFICATION OF ENROLLMENT

### **SUBSTITUTE SENATE BILL 6015**

Chapter 274, Laws of 2024

68th Legislature  
2024 Regular Session

MINIMUM PARKING REQUIREMENTS—RESIDENTIAL DEVELOPMENT

EFFECTIVE DATE: June 6, 2024

Passed by the Senate March 4, 2024  
Yeas 28 Nays 21

DENNY HECK

**President of the Senate**

Passed by the House February 29, 2024  
Yeas 95 Nays 1

LAURIE JINKINS

**Speaker of the House of  
Representatives**

Approved March 26, 2024 9:43 AM

## CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SUBSTITUTE SENATE BILL 6015** as passed by the Senate and the House of Representatives on the dates hereon set forth.

SARAH BANNISTER

**Secretary**

FILED

March 27, 2024

JAY INSLEE

**Governor of the State of Washington**

**Secretary of State  
State of Washington**

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**SUBSTITUTE SENATE BILL 6015**

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AS AMENDED BY THE HOUSE

Passed Legislature - 2024 Regular Session

**State of Washington**

**68th Legislature**

**2024 Regular Session**

**By** Senate Local Government, Land Use & Tribal Affairs (originally sponsored by Senators Shewmake, Kuderer, and Liias)

READ FIRST TIME 01/31/24.

1       AN ACT Relating to parking configurations for residential uses;  
2       and adding a new section to chapter 36.70A RCW.

3       BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4       NEW SECTION.   **Sec. 1.**   A new section is added to chapter 36.70A  
5       RCW to read as follows:

6       (1) Cities and counties planning under this chapter shall enforce  
7       land use regulations for residential development as provided in this  
8       section:

9       (a) Garages and carports may not be required as a way to meet  
10      minimum parking requirements for residential development;

11      (b) Parking spaces that count towards minimum parking  
12      requirements may be enclosed or unenclosed;

13      (c) Parking spaces in tandem must count towards meeting minimum  
14      parking requirements at a rate of one space for every 20 linear feet  
15      with any necessary provisions for turning radius. For purposes of  
16      this subsection, "tandem" is defined as having two or more vehicles,  
17      one in front of or behind the others with a single means of ingress  
18      and egress;

19      (d) Existence of legally nonconforming gravel surfacing in  
20      existing designated parking areas may not be a reason for prohibiting

1 utilization of existing space in the parking area to meet local  
2 parking standards, up to a maximum of six parking spaces;

3 (e) Parking spaces may not be required to exceed eight feet by 20  
4 feet, except for required parking for people with disabilities;

5 (f) Any county planning under this chapter, and any cities within  
6 those counties with a population greater than 6,000, may not require  
7 off-street parking as a condition of permitting a residential project  
8 if compliance with tree retention would otherwise make a proposed  
9 residential development or redevelopment infeasible; and

10 (g) Parking spaces that consist of grass block pavers may count  
11 toward minimum parking requirements.

12 (2) Existing parking spaces that do not conform to the  
13 requirements of this section by the effective date of this act are  
14 not required to be modified or resized, except for compliance with  
15 the Americans with disabilities act. Existing paved parking lots are  
16 not required to change the size of existing parking spaces during  
17 resurfacing if doing so will be more costly or require significant  
18 reconfiguration of the parking space locations.

19 (3) The provisions in subsection (1) of this section do not apply  
20 to portions of cities within a one-mile radius of a commercial  
21 airport in Washington with at least 9,000,000 annual enplanements.

Passed by the Senate March 4, 2024.

Passed by the House February 29, 2024.

Approved by the Governor March 26, 2024.

Filed in Office of Secretary of State March 27, 2024.

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