Agenda
City Council Special Meeting
Wednesday, August 5, 2026
Richland City Hall ~ Council Chambers
625 Swift Boulevard

<u>City Council Special Meeting</u> - 6:00 p.m.

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda (Approved by Motion)

Presentations

1. New Hires and 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.

2. Proposed Amendment to the 2026 Budget to Provide for Additional Appropriations in Various City Funds, Ordinance No. 2026-18

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.

<u>Minutes</u>

3. Approval of the Meeting Minutes from the following City Council Meetings:
   - July 21, 2026 City Council Regular Meeting
   - July 24, 2026 City Council Retreat
   - July 28, 2026 City Council Workshop Meeting

   - Jennifer Rogers, City Clerk

<u>Ordinances - First Reading</u>

None.

Ordinances - Second Reading & Passage

None.

Resolutions - Adoption

4. Resolution No. 2026-105, Authorizing a Consultant Agreement with J-U-B Engineers, Inc. for the Systemic Stop-Controlled Intersection Safety Improvements - Phase 2 Project
   - Carlo D'Alessandro, Public Works Director
5. Resolution No. 2026-106, Ratifying a Grant Application to the Washington State Recreation and Conservation Office for Columbia Park West and Wye Park Planning
   - Chris Waite, Parks & Public Facilities Director
6. Resolution No. 2026-107, Ratifying a Grant Application to Gesa Community Foundation's Local Heroes Grant Program
   - Randy Aust, Fire Chief
7. Resolution No. 2026-108, Authorizing Change Order No. 1 to Contract No. 347-21 with Axon Enterprises, Inc. to add Auto-Transcribe Minutes
   - Marty Pilcher, Chief of Police
8. Resolution No. 2026-109, Setting a Public Hearing Date for Vacation of a portion of Right-of-Way located between 2555 Harris Avenue and 2603 Harris Avenue
   - Carlo D'Alessandro, Public Works Director
9. Resolution No. 2026-110, Ratifying a Grant Application to the United States Department of Housing and Urban Development's FY26 Pathways to Removing Obstacles to Housing Grant Program
   - Mike Rizzitiello, Development Services Director

Items - Approval

10. Appointment to the Tri-City Regional Hotel-Motel Commission: Yesenia Galvez
    - Jennifer Rogers, City Clerk

Expenditures - Approval

None.

Items of Business

11. Ordinance No. 2026-17, Rezoning Approximately 10.26 Acres identified as Revised Parcel 2 of Record of Survey for Boundary Line Adjustment No. 6250 from Agricultural (AG) and Suburban Agricultural (SAG) to Retail Business (C-2)(Closed Record)(First Reading)
    - Ryan Nelson, Planner
12. Ordinance No. 2026-18, Amending the 2026 Budget to Provide for Additional Appropriations in Various City Funds (First Reading)
    - Brandon Allen, Finance Director

Reports and Comments

1. City Manager
2. City Council

3. Mayor

Adjournment

This meeting will be broadcast live on Spectrum Channel 192, on the City's website at richlandwa.gov/CityViewTV and on YouTube at https://www.youtube.com/@RichlandCityViewTV.

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (RCW Ch. 42.30) 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.



WELCOME TO RICHLAND

WELCOME TO RICHLAND



Esther Lee

Parks & Recreation Aide
Division: Recreation
Hire Date: 07/06/2026

WELCOME TO RICHLAND



Kristopher Jimenez

Utility Craftsworker
Division: Wastewater Maintenance
Hire Date: 07/06/2026

WELCOME TO RICHLAND



Rachel Montgomery

Accounting Specialist
Division: Finance
Hire Date: 07/06/2026

WELCOME TO RICHLAND



Chad Robie

Journey Lineworker
Division: Power Operations
Hire Date: 07/13/2026

WELCOME TO RICHLAND



Phoeby Trask

Library Supervisor
Division: Library
Hire Date: 07/13/2026

WELCOME TO RICHLAND



James Wilkinson

Plant Operator-In-Training
Division: Wastewater Operations
Hire Date: 07/20/2026

WELCOME TO RICHLAND



Kendall Klein

Police Records Specialist
Division: Police
Hire Date: 07/20/2026

WELCOME TO RICHLAND



Oleen Mallallin

Electrical Distribution Engineer I
Division: Electrical Engineering
Hire Date: 07/20/2026

Richland

RETIREES

WELCOME TO RICHLAND



Colleen Jackson

Emergency Communications Dispatcher
Division: SECOMM Operations General
Retirement Date: 07/05/2026
Years of Service: 26

DRAFT

Minutes
City Council Regular Meeting
Tuesday, July 21, 2026
Richland City Hall ~ Council Chambers
625 Swift Boulevard

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 VanDyke	Present
	Councilmember Holten	Present
	Councilmember Jones	Present
	Councilmember Maier	Present
	Councilmember Samuel	Present
	Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Development Services Director Rizzitiello, Energy Services Director Whitney, Finance Director Allen, Fire Chief Aust, Human Resources Director Paulsen, Information Technology Director Goodhue, Chief of Police Pilcher, Public Works Director D'Alessandro, Parks and Public Facilities Director Waite, and Acting Deputy Clerk Follett.

Pledge of Allegiance

Councilmember Whitten led the Council and audience in the Pledge of Allegiance.

Approval of Agenda

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

Presentations

1. Friends of Badger Mountain Update

Parks & Public Facilities Director Waite introduced David Comstock, a member of the Friends of Badger Mountain Board of Directors. Mr. Comstock provided an update on

current projects and plans for development of Little Badger Mountain Park. He reviewed the proposed trailhead near Queensgate Drive and Gage Boulevard. Mr. Comstock explained that the City has applied for a $1 million Washington State Recreation and Conservation Office (RCO) grant.

He also discussed future phases of the master plan, including construction of a north face trail, access to the summit and the highest point within the City, and potential off-street parking near Morency Drive.

Mr. Comstock noted the RCO board is expected to award grant funds in August. He also described the organization's long-term *Ridges to Rivers* vision, a 50-mile trail system that would connect the ridge trail across Badger Mountain, Candy Mountain, and Red Mountain to the Yakima River, and ultimately the Columbia River.

Additional details can be found in the presentation saved with the agenda packet.

Public Hearing

Acting Deputy Clerk Follett read the Public Hearing and Public Comments procedures.

2. Proposed Amendment to Exhibit A of the Compensation Plan for Unaffiliated Employees – 2024 & Continuing

Mayor Richardson opened the Public Hearing at 6:23 p.m.

The following individuals provided testimony:

- Kristin Dykema, Richland Public Works Budget & Contracts Analyst, commended the City for completing the Classification and Compensation Study, but expressed concerns that implementation would place mid to senior level staff within the first quartile of their new pay grades, which she stated could harm employee retention and recruitment, increase reliance on outside consultants, and affect service delivery.

- Pat Everham, Richland Water Manager, spoke in support of the Classification and Compensation Study generally but suggested the City consider an alternative implementation methodology that would preserve employees' relative position within their pay grade ranges when transitioning to the new pay scale, in order to address employee turnover and equity concerns between existing staff and new hires. He urged Council to reconsider compensation for experienced employees.

Mayor Richardson closed the public hearing at 6:31 p.m.

Public Comments

The following individuals provided public comments:

- Constance Muñoz, a Richland resident, raised concerns regarding the condition and

maintenance of the disc golf course at Lawless Park, and requested Council increase the public comment time limit from two (2) minutes to three (3) minutes.

- Ryan (last name not given), a Richland resident and member of the Tri-Cities Socialists Party, objected to Council's conduct and comments made during the previous meeting.

- Kristopher Dahir, a Richland resident and Executive Director of the Columbia Basin Veterans Center, provided an overview of services provided to local veterans, including housing, therapeutic court support, resource assistance, and suicide-prevention connections. He announced that the organization received a $150,000 state grant for transitional housing and invited community support.

- Stephen Drinkard, a Richland resident, raised concerns regarding high-speed and reckless e-bike use on shared-use paths, particularly by minors, and requested enforcement or other action to prevent serious injury.

- Ed Muñoz, a Richland resident, reviewed the history of Lawless Park and a golf disc tournament held in honor of Judge James Lawless. He requested City assistance to address poor conditions at Lawless Park.

- Karis Jonsen, a Richland resident, requested a moratorium on data center development and expressed concerns regarding climate change, drought, water supply, electrical-grid demand, and long-term environmental impacts associated with data centers.

- Jaime Stayrook, a Richland resident, asked councilmembers to consider a moratorium on data center development pending additional studies to determine long-term impacts.

- Megan Thompson, a Richland resident, commented that Coast Park also requires maintenance.

- Natalie Williams, a Pasco resident, stated that the City of Pasco passed a 6-month moratorium on data center development the previous evening, and urged Richland City Council to consider following suit.

- Heather Sheldon, a Richland resident, requested that Council consider a minimum one-year moratorium on data center development, and outlined proposed policy protections related to power generation, water, and environmental monitoring, and financial assurances to ensure residents do not bear the burden of a decommissioned data center.

- Angel Hunt, a Richland resident, voiced opposition to the construction of data centers and requested a moratorium. She also commented on Council's responsiveness to public comments on the topic.

- Kayla Madsen, a Richland resident, expressed concerns about individual infrastructure decisions being considered separately from the broader data center proposal and asked Council to consider the cumulative implications.

- Mikayla Wilson, a Richland resident, shared concerns expressed by indigenous elders regarding data center development.

- Ragan Faylor, a Richland resident, requested Council hold a town hall meeting with representatives of Atlas Agro and City staff to address community questions and concerns regarding the data center construction.

- Donna Davis, a Richland resident, spoke in opposition to data center development.

Consent Calendar

Acting Deputy Clerk Follett read the Consent Calendar.

Minutes

3. Approval of the July 7, 2026 City Council Regular Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

4. Ordinance No. 2026-16, Establishing Chapter 11.60 of the Richland Municipal Code related to Automated Traffic Safety Cameras

Resolutions – Adoption

5. Resolution No. 2026-95, Authorizing Separate Reimbursement Agreements for Street, Water and Sanitary Sewer Improvements constructed by Costco Wholesale Corporation

6. Resolution No. 2026-96, Authorizing Applications to the Washington State Department of Commerce Public Works Board for the Wastewater Treatment Plant Anaerobic Digester Improvements and Grit Works Rehabilitation Projects

7. Resolution No. 2026-98, Authorizing a Project Review Reimbursable Agreement with the Washington State Department of Transportation for the Thayer & Lawless Access & Right-of- Way Revision Project

8. Resolution No. 2026-99, Ratifying a Grant Application to the U.S. Department of Housing and Urban Development for the Automated Permitting System

Demonstration Program

9. Resolution No. 2026-100, Authorizing a Grant Application to the Washington State Department of Commerce for a Permit Review Process Update Grant

10. Resolution No. 2026-101, Authorizing a Grant Application to the U.S. Department of Housing and Urban Development Continuum of Care and Youth Demonstration Project

Items – Approval

None.

Expenditures – Approval

11. Expenditures from June 1, 2026 to June 30, 2026 for $37,524,403.58 including Travel Checks Nos. 21065-21071, Accounts Payable Check Nos. 347621-348323, Accounts Payable Wire Nos. 11053-11094, Payroll Wires & ACH Nos. 15567-15628, Payroll Check Nos. 237694- 237698, and Payroll Direct Deposit Nos. 261540023839-261800025514

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER HOLTEN SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM VANDYKE, AND COUNCILMEMBERS HOLTEN, JONES, MAIER, SAMUEL AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Items of Business

12. Resolution No. 2026-102, Amending Exhibit A of the Compensation Plan for Unaffiliated Employees - 2024 & Continuing to Implement the 2025 Classification and Compensation Study

Human Resources Director Paulsen presented the proposed resolution, stated that the last comprehensive classification and compensation study was completed in 2017, and noted that the City engaged Gallagher Benefit Services, Inc. to benchmark City positions against public and private sector employers.

She reviewed the purpose and scope of the Classification and Compensation Study, the City's market-pay philosophy, benchmark methodology, peer and published survey data, and the resulting sequential 23-grade salary structure.

Director Paulsen explained that the study followed a "do no harm" methodology; no employee would receive a pay decrease, no salary range would be reduced, and employees below the new minimum would be moved to the minimum. The proposed ranges were aged forward to reduce the need for near-term market adjustments and

would place the City approximately 6% above the market median.

She also explained that implementation costs, which would be slightly less than $400,000, were included in the budget and that employees would remain eligible for the separate year-end pay-for-performance process.

Additional details can be found in the presentation saved with the agenda packet.
Following the presentation, Council engaged in a question-and-answer session with staff.

COUNCILMEMBER JONES MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2026-102, AMENDING EXHIBIT A OF THE COMPENSATION PLAN FOR UNAFFILIATED EMPLOYEES, 2024 & CONTINUING TO IMPLEMENT THE 2025 CLASSIFICATION AND COMPENSATION STUDY. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM VANDYKE, AND COUNCILMEMBERS HOLTEN, JONES, MAIER, SAMUEL AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

13. Resolution No. 2026-104, Adopting the City of Richland Parks, Recreation and Open Space Comprehensive Plan

Parks & Public Facilities Director Waite introduced the proposed Parks, Recreation and Open Space (PROS) Comprehensive Plan, noting the process was led by the City in partnership with consultants Lauren Scott and Cindy Mendoza of Moore Iaconfano Goltsman, Inc. (MIG), both of whom attended the meeting remotely via Zoom.

Ms. Scott, Parks & Recreation Planner and Project Manager at MIG, provided an overview of the proposed PROS Comprehensive Plan components, priority projects, and implementation strategies. She explained that the six-year plan provides a long-range roadmap for the City's parks and recreation system, evaluates existing conditions and access, identifies community needs and priorities, establishes goals and recommendations, and provides an implementation framework.

The presentation summarized the City's system of more than 2,800 acres across 64 sites, community engagement, and capital improvement projects. The Plan emphasizes reinvestment in existing facilities, accessibility, connectivity, natural-resource stewardship, diverse recreation opportunities, maintenance, partnerships, and balancing system growth with organizational capacity. Adoption of the Plan will maintain the City's eligibility for Washington State Recreation and Conservation Office (RCO) grants.

Director Waite recognized Parks & Recreation staff, the Parks & Recreation Commission, City leadership, City Council, community participants, consultant, MIG for their work. He emphasized the quality and diversity of Richland's park system and the need to preserve existing assets while making thoughtful future investments.

Detailed information can be found in the presentation saved with the agenda packet.
At the conclusion of the presentation, council and staff engaged in a question-and-answer

session.

COUNCILMEMBER HOLTEN MOVED AND MAYOR PRO TEM VANDYKE SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2026-104, ADOPTING THE CITY OF RICHLAND'S PARKS, RECREATION, AND OPEN SPACE COMPREHENSIVE PLAN. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM VANDYKE, AND COUNCILMEMBERS HOLTEN, JONES, MAIER, SAMUEL AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Reports and Comments

City Manager

City Manager Amundson addressed community concerns regarding the proposed Atlas Agro data center project. He stated that Council had authorized an option agreement for approximately 273 acres in the Northwest Advanced Clean Energy Park and clarified that the option agreement identifies an anticipated use for data center facility, but does not constitute a land sale, construction permit, or final project approval.

He stated that any purchase would require a separate purchase and sale agreement subject to Council approval, and that a moratorium is not legally available while the option agreement remains in effect. City Manager Amundson noted that Council has directed staff to include clear, binding, and enforceable conditions addressing electricity demand, water use, and other community concerns in any future purchase and sale agreement, in addition to existing federal deed covenants and restrictions on the property.

City Manager Amundson then announced the City's semiannual recruitment for several boards, commissions, and committees and previewed July 28, 2026 City Council Workshop topics. In conclusion, he recognized Parks & Public Facilities Director Waite and staff for their efforts on the Parks, Recreation and Open Space Comprehensive Plan, and commended the multi-department team involved in addressing the Pullen Street property.

City Council

Councilmember Samuel reported representing the City at the Tri-Cities Cider House ribbon-cutting and proclamation ceremony on behalf of Mayor Richardson. He thanked residents who volunteer on City boards, commissions, and committees, and recognized the time and analysis they contribute to Council's decision-making.

Councilmember Holten reported attending the annual Association of Washington Cities conference in Spokane. She commented on Lawless Park and Judge James Lawless, and shared observations from recent travel regarding shade structures and urban trees that could inform planning at Richland parks.

Councilmember Jones thanked residents for providing feedback and encouraged

community members to apply for City board, commission, and committee positions.

Councilmember Whitten thanked the Friends of Badger Mountain for their presentation and stewardship of the trail system. He also voiced support for a town hall focused on data center development and commented on e-bike enforcement challenges. In conclusion, Councilmember Whitten thanked staff members for their work relating to community events.

Councilmember Maier reminded residents that Ben Franklin Transit services remain fare-free for the month July. He highlighted the broad range of Richland Public Library programming, reported attending his first Utility Advisory Committee meeting, and encouraged residents to apply to serve on a board, commission, or committee.

Mayor Pro Tem VanDyke thanked City Manager Amundson for addressing concerns regarding data centers, provided an update from the Washington State Department of Veterans Affairs regarding the Veterans Cemetery project, and discussed recent state legislation related to e-bikes and the ongoing enforcement challenges.

Mayor

Mayor Richardson shared that she recently participated in a Rodel Institute meeting, where elected officials from across the state convened to discuss issues of mutual interest. She also highlighted the Benton-Franklin Council of Governments' Summer Planning Academy for high school students, and discussed budget challenges facing cities throughout Washington.

Mayor Richardson concluded by thanking attendees for their comments regarding data centers and assured residents that City Council remains engaged and attentive to community feedback.

Adjournment

Mayor Richardson adjourned the meeting at 8:12 p.m.

APPROVED: ATTEST:

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Theresa Richardson, Mayor Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:

DRAFT

Minutes
City Council Retreat
Friday, July 24, 2026
Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Retreat – 8:00 a.m. – 5:00 p.m.

Mayor Richardson called the Council retreat to order at 8:00 a.m.

Attendance:	Mayor Richardson	Present
	Mayor Pro Tem VanDyke	Present
	Councilmember Holten	Present
	Councilmember Jones	Present
	Councilmember Maier	Present
	Councilmember Samuel	Present
	Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Development Services Director Rizzitiello, Energy Services Director Whitney, Finance Director Allen, Fire Chief Aust, Human Resources Director Paulsen, Information Technology Director Goodhue, Chief of Police Pilcher, and Public Works Director D'Alessandro.

Agenda Items

1. Effective Governance Discussion

City Manager Amundson introduced Matt Lehrman of Principal Social Prosperity Partners.

Mr. Lehrman facilitated a discussion regarding effective governance, communication, mutual expectations, and the respective roles of the City Council and City staff. He explained that the retreat was intended to identify general areas of alignment and provide direction for future discussions.

Council reviewed the distinction between its policy-setting role and staff's administrative role. Council affirmed that it establishes community outcomes, policies, priorities, and budgets, while City Manager and staff determine how to implement that direction.

Mr. Lehrman provided a high-level overview of the Councilmembers' Predictive Index results and discussed how differing work styles may affect communication, deliberation, and decision-making.

Council identified public trust and communication, public safety, infrastructure, economic

development, and traffic safety as immediate areas of interest. Staff identified the Downtown Loop, code enforcement, the police station, and data center-related matters as current priorities.

Council concluded that continued communication among councilmembers, staff, and the community is essential to alignment, effective decision-making, and public trust. Mr. Lehrman encouraged Council to remain quick to ask questions, slow to judge, and willing to seek understanding before taking a position on a matter.

2. Key Project Updates

Police Station

Deputy City Manager Schiessl presented an update regarding conversion of the City-owned property located at 1200 Jadwin Avenue into a modern police station. The preliminary project schedule anticipates design-build procurement, construction, commissioning, and occupancy by late 2029 or early 2030. The estimated remaining project cost is approximately $42 million, with financing recommendations to be developed for consideration during the 2027 budget process.

Staff will continue site cleanup and winterization, seek state design-build authorization, retain an owner's representative, obtain a second structural opinion regarding the parking deck, and evaluate a possible land exchange that could improve site access and support a future fire station. Staff will also explore public-safety training uses, compatible tenants, grant opportunities, and the timing and strategy for redevelopment of the existing police station and former City Hall properties.

Waste Tire Pile Abatement

Development Services Director Rizzitiello reported that the approximately 280,000-cubic-foot waste tire pile at 2990 Twin Bridges Road is the largest active tire pile in Washington and presents structural, environmental, and wildfire risks. The City secured approximately $3.2 million in state funding for abatement that must be expended by June 2027.

Staff is seeking court authorization to proceed with abatement and is negotiating with the State's contracted tire-removal vendor so removal can begin promptly. Tires would be transported to an authorized regional facility. Staff will also complete environmental site assessments, pursue additional funding if costs exceed the current award, and record a lien against the property as legally appropriate.

Downtown Loop

Public Works Director D'Alessandro provided an update regarding the Downtown Loop project, including project scope, funding, design, construction sequencing, pedestrian and bicycle safety improvements, branding, wayfinding, parking, and business access. Staff described ongoing outreach through the project website, direct business communication,

public meetings, and other communication channels.

Cybersecurity

Information Technology Director Goodhue reviewed improvements made following the 2024 cybersecurity incident, including strengthened security controls, network monitoring, backup capabilities, staff training, incident-response planning, and pursuit of state and federal grant funding. He noted that cybersecurity requires ongoing investment because threats and technology continue to evolve.

Cascadia Development - Tracts D and E

Development Services Director Rizzitiello provided an update regarding the proposed mixed-use redevelopment of Tracts D and E at Columbia Point. Staff is negotiating a development agreement with Cascadia Development and coordinating environmental review, Brownfield funding, public improvements, waterfront access, ribbon parks, potential structured parking, and other public-private components.

Duportail Corridor

Public Works Director D'Alessandro reviewed planned improvements along the Duportail corridor, including roundabouts at Kennedy Road and near the Queensgate commercial area, median and access-control changes, and capacity improvements at the Duportail Street/Queensgate Drive intersection. Staff discussed coordination with property owners, utilities, and adjacent development, as well as construction sequencing with the downtown loop project.

3. Strategic-Level Guidance

Lodging Tax Strategy

City Manager Amundson presented the City's current allocation of lodging tax revenues and proposed development of a comprehensive, long-term strategy addressing eligible tourism promotion, events, facilities, and capital investments. The strategy could also evaluate reserving funds, leveraging grants and partnerships, or using a sustainable portion of lodging tax revenue for debt service on a significant tourism-related investment.

Utility Rate Policy

Public Works Director D'Alessandro and Energy Services Director Whitney reviewed the City's existing utility rate-setting policy, reserve and debt-coverage targets, cost-of-service principles, capital planning, and the effects of delaying rate adjustments until larger increases become necessary. Staff proposed updating the policy and using a more predictable forecast-based approach.

Emergency Response

Fire Chief Aust reviewed how growth, redevelopment, increasing density, changing call locations, and specialized service demands are affecting emergency response. He discussed the need to build upon the existing station and deployment model through data-informed planning, property acquisition, capital equipment planning, staffing, and more tailored deployment strategies.

Public Comment Period

At the conclusion of the retreat, Council discussed whether there was interest in reconsidering the two-minute time limit for general public comment. Councilmembers expressed differing views regarding a possible three-minute limit and a total public-comment period. No action was taken.

Adjournment

Mayor Richardson adjourned the retreat at 4:30 p.m.

APPROVED: ATTEST:

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Theresa Richardson, Mayor Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:

DRAFT

Minutes
City Council Workshop Meeting
Tuesday, July 28, 2026
Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Workshop - 6:00 p.m.

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

Attendance:	Mayor Richardson	Present
	Mayor Pro Tem VanDyke	Present
	Councilmember Holten	Present
	Councilmember Jones	Present
	Councilmember Maier	Present
	Councilmember Samuel	Present
	Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, City Attorney Kintzley, Development Services Director Rizzitiello, Energy Services Director Whitney, Finance Director Allen, Fire Chief Aust, Information Technology Director Goodhue, Chief of Police Pilcher, Public Works Director D'Alessandro, and City Clerk Rogers.

Agenda Items

1. Hydro and Industry Upgrade – Northwest RiverPartners

Energy Services Director Whitney introduced Clark Mather, Executive Director of Northwest RiverPartners, who presented an update on regional hydropower issues.

Mr. Mather reviewed public opinion regarding hydropower, energy affordability and reliability, recent litigation and operational challenges affecting the federal hydropower system, fish return data, public education and advocacy efforts, and ongoing work with tribal governments and other regional partners.

Council engaged in a question-and-answer session with Mr. Mather throughout the presentation.

Additional information can be found in the presentation saved with the agenda packet.

2. Multi-Family Housing Tax Exemption

Development Services Director Rizzitiello presented information regarding the Multi-Family Housing Tax Exemption (MFTE) program authorized by state law, including program benefits and drawbacks, the 8, 12 and 20 year exemption options, eligibility

and affordability requirements, examples from other Washington jurisdictions, potential target areas, administrative requirements, and the process for establishing a local MFTE program.

Additional information can be found in the presentation saved with the agenda packet.

Following the presentation, council offered comments and engaged in a question-and-answer session with staff.

3. Kratom: Background, Federal and State Regulations, and Local Policy Options

City Manager Amundson presented an overview of kratom and concentrated 7-hydroxymitragynine products, health and safety concerns, federal and state regulations, local incident data, actions taken by other Washington jurisdictions, and local policy options.

Council discussed a total prohibition on the sale and distribution of kratom products, an age-based restriction, regulation limited to concentrated 7-hydroxymitragynine products, enforcement limitations, and the potential effect of future state or federal regulations.

Additional information can be found in the presentation saved with the agenda packet.

Adjournment

Mayor Richardson adjourned the meeting at 7:50 p.m.

APPROVED: ATTEST:

_____ _____

Theresa Richardson, Mayor Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:

COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 8/5/2026 Agenda Category: Resolutions - Adoption

Strategic Priority 1 - High Performance Government

Subject

Resolution No. 2026-105, Authorizing a Consultant Agreement with J-U-B Engineers, Inc. for the Systemic Stop-Controlled Intersection Safety Improvements - Phase 2 Project

Department/Office	Ordinance/Resolution Number	Document Type
Public Works	2026-105	Resolution

Recommended Motion

Adopt Resolution No. 2026-105, authorizing the City Manager to sign and execute an agreement with J-U-B Engineers, Inc. for the Systemic Stop Controlled Intersection Safety Improvements - Phase 2 Project.

Summary

The City's 2026-2031 Transportation Improvement Program (TIP) includes a project titled Systemic Stop-Controlled Intersections Safety Improvements - Phase 2 Project (the "Project"). On January 21, 2025, Richland City Council adopted Resolution No. 2025-11, authorizing a funding agreement with the Washington State Department of Transportation (WSDOT) City Safety Program to advance priority transportation safety improvements throughout the city.

The Project includes the design and construction of safety enhancements at stop-controlled intersections, including advanced intersection warning systems, mini-roundabouts, curb extensions, upgraded signing and pavement markings, and other traffic control improvements. Planned improvements include the construction of mini-roundabouts at the Bellerive/Canyon and Thayer/Symons intersections, as well as pavement marking and signage upgrades at additional intersections around the city.

The Project was identified as a priority in the City's adopted Comprehensive Safety Action Plan and supports the City's Vision Zero initiative to eliminate traffic fatalities and serious injuries on Richland's transportation system.

In accordance with the City's purchasing policies, a competitive Request for Qualifications (RFQ) process was conducted to procure design and engineering services for the Project. The City received one (1) response to the RFQ, and J-U-B Engineers, Inc. was selected as a qualified vendor to complete the work. A scope of work and budget have been negotiated with J-U-B Engineers, Inc. that provides the City with the necessary services at good value. The City is required to utilize WSDOT agreements because this is a WSDOT-funded project.

Staff recommends adoption of Resolution No. 2026-105.

Fiscal Impact

J-U-B Engineers, Inc. has estimated the cost of project design services at $173,700. The City previously accepted $1,602,000 in Federal Highway Safety Improvement Program grant funds for the Systemic Stop-Controlled Intersection Improvements Project - Phase 2 (Resolution No. 2025-11). Sufficient funding is available in the project budget to cover the proposed design services.

Attachments

1. Resolution No. 2026-105
2. Proposed WSDOT Cost Plust Fixed Fee Consultant Agreement

RESOLUTION NO. 2026-105

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING A CONSULTANT AGREEMENT WITH J-U-B ENGINEERS, INC. FOR THE SYSTEMIC STOP-CONTROLLED INTERSECTIONS SAFETY IMPROVEMENTS - PHASE 2 PROJECT.

WHEREAS, the City's 2026-2031 Transportation Improvement Program (TIP) includes a project titled Systemic Stop-Controlled Intersections Safety Improvements – Phase 2 (the "Project"); and

WHEREAS, on January 21, 2025, Richland City Council adopted Resolution No. 2025-11, authorizing a funding agreement with the Washington State Department of Transportation's City Safety Program; and

WHEREAS, the Project includes the design and installation of an advanced intersection warning system, mini roundabouts, curb extensions, signing, pavement markings, and additional traffic control; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in compliance with the City's purchasing policies to solicit a consultant for design and engineering services for the Project; and

WHEREAS, the City received one (1) response to the RFQ; and

WHEREAS, J-U-B Engineers, Inc. was selected as a qualified consultant to complete the work; and

WHEREAS, a scope of work and budget have been negotiated with J-U-B Engineers, Inc. that provides the City with the necessary services at good value; and

WHEREAS, the City's best interests are served by executing a consultant agreement with J-U-B Engineers, Inc. for design and engineering services to complete the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with J-U-B Engineers, Inc. in the amount of $173,700 for design and engineering in support of the Systemic Stop-Controlled Intersection Safety Improvements – Phase 2 Project.

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 special meeting on the 5th day of August, 2026.

_____
Theresa Richardson, Mayor

Attest:

_____
Jennifer Rogers, City Clerk

Approved as to Form:

_____
Heather Kintzley, City Attorney

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Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): JUB ENGINEERS, INC.	
Address 3611 S. Zintel Way	Federal Aid Number HSIP-000S(730)/ LA11246
UBI Number 600 069 551	Federal TIN or SSN Number 82-0290774
Execution Date	Completion Date April 2027
1099 Form Required ☐ Yes ☑ No	Federal Participation ☑ Yes ☐ No
Project Title Systemic Stop-Controlled Safety Intersection	
Description of Work Install advance intersection warning system, mini roundabouts, curb extension, signing, pavement markings, and additional traffic control.	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Total Amount Authorized: $ 173,700.00 Management Reserve Fund: Maximum Amount Payable: $ 173,700.00

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

Agreement Number:

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THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Richland ,
hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Danielle M. Mullins
Agency: City of Richland
Address: 625 Swift Blvd.
City: Richland State: WA Zip: 99352
Email: dmullins@richlandwa.gov
Phone: (509) 942-7717
Facsimile:

If to CONSULTANT:
Name: Eric Ferguson
Agency: JUB Engineers, Inc.
Address: 3611 S. Zintel Way
City: Kennewick State: WA Zip: 99337
Email: eferguson@jub.com
Phone: (509) 783-2144
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
   A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
   Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
   The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."

5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."

6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Danielle M. Mullins
Agency: City of Richland
Address: 625 Swift Blvd
City: Richland State: WA Zip: 99352
Email: dmullins@richlandwa.gov
Phone: (509) 942-7717
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

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Exhibit A
Scope of Work

Project No. HSIP-000S(730)/LA11246

Project Name: Systemic Stop-Controlled Safety Intersection Phase 2
Project Number: HSIP-000S(730)
Agreement Number: LA11246

Scope of Work:

Providing engineering design services for the project. This project will construct two mini-roundabouts, signing and signing and pavement marking enhancements at the intersection of Canyon St./Bellerive Dr and the intesection of Thayer Dr/Symons St. Advanced intersection warning systems, signing pavement markings, and raised curb channelization will be installed at Steptoe St/canyon St and at the intersection of Columbia Park Trail/Leslie Rd.

City to prepare the project specifications and the engineers cost estimate.

Assumptions:
-City will provide a overall plan layout style for the project.
-City will provide a schematic design of the roundabouts.
-City to provide a CAD drawing with survey and/or GIS line work, aerial of the project area, and any record drawings and utility crossing information.
-City to provide standard details in DWG format to be included in the plans.
-City to review and provide feedback in a timely manner.
-City to provide design review throughout the project time line.
-City will provide the Project Specifications and the Engineering Cost Estimate.

Deliverables:
30% Design Level Internal QC Review of Plans
60% Design Level Internal QC Review of Plans
90% Design Level Internal QC Review of Plans
Final Design Level Internal QC Review of Plans

Hourly Rates: Based on Exhibit D-1 (Cost Plus Fixed Fee)

Total Budget: $173,700.00

Payment Terms: Invoicing monthly on hourly basis.

Agreement Number:

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Exhibit B
DBE Participation

N/A

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AGENCY to provide 2024 Civil 3D topographic base map.

B. Roadway Design Files

CONSULTANT to design and produce 2024 Civil 3D design files of the project.

C. Computer Aided Drafting Files

ONSULTANT to design and produce 2024 Civil 3D design files of the project.

Agreement Number:

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D. Specify the Agency's Right to Review Product with the Consultant

AGENCY has the right to review electronic files.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Final stamped plan set in Civil 3D CAD DWG file format and PDF format.

F. Specify What Agency Furnished Services and Information Is to Be Provided

AGENCY to provide Civil 3D template, plot style table and borders.
AGENCY to provide a Civil 3D CAD drawing with survey and/or GIS line work, aerial of the project area, and any record drawings and utility information.

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II. Any Other Electronic Files to Be Provided

None.

III. Methods to Electronically Exchange Data

Email, FTP site, One Drive, or electronic drive.

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A. Agency Software Suite

2024 AutoCAD Civil 3D
Microsoft Office

B. Electronic Messaging System

Microsoft Outlook

C. File Transfers Format

Word, Excel, PDF, and AutoCAD Civil 3D.

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Exhibit D
Prime Consultant Cost Computations

Consultant Fee Determination - Summary Sheet
Cost Plus Fixed Fee
Project: Systemic Stop Controlled Intersection Phase 2. Fed Aid No. HSIP-000S(730)

Direct Salary Cost (DSC):

Job Classification	Man-Hours	Direct Labor Hourly Rate NTE	Total DSC	ICR 181.60%	Fixed Fee 27.00%	All Inclusive Hourly Billing Rate NTE	Costs
Project Engineer - Senior	70.0	$75.85	$5,309.50	$137.74	$20.48	$234.07	$16,385.12
Program Manager - Lead	37.0	$90.81	$3,359.97	$164.91	$24.52	$280.24	$10,368.87
Project Manager	63.0	$69.98	$4,408.74	$127.08	$18.89	$215.96	$13,605.37
Assistant Project Manager	168.0	$69.51	$11,677.68	$126.23	$18.77	$214.51	$36,037.32
Project Engineer - Lead	32.0	$62.50	$2,000.00	$113.50	$16.88	$192.88	$6,172.00
Project Designer	239.0	$37.21	$8,893.19	$67.57	$10.05	$114.83	$27,444.38
CAD Designer - Senior	353.0	$56.69	$20,011.57	$102.95	$15.31	$174.95	$61,755.71
Project Accountant	17.0	$35.61	$605.37	$64.67	$9.61	$109.89	$1,868.17
		Total DSC	$56,266.02			Total DSC, OH & Profit	$173,636.94

DSC, OH, and Fixed Fee Breakdown

Direct Salary Cost (DSC)

DSC		$56,266.02

Overhead (OH Cost - including Salary Additives):

OH Rate x DSC of	181.60%	$102,179.09

Fixed Fee

Fixed Fee of	27.00%	$15,191.83

Reimbursables:

Travel and Per Diem

Per Diem	0	days @	$68.00	$0.00
Air Travel	0	trips @	$600.00	$0.00
Mileage	0	miles @	$0.725	$0.00
Lodging	0	nights @	$150.00	$0.00

Reproduction/Mailing Expenses

Equipment

	hours	$0.00	$0.00

Reimbursable Sub-Total	$0.00

Subconsultant Costs:

Subconsultant Costs	$0.00
Total	$173,636.94
Total (Rounded $100)	$173,700.00
Management Reserve	$0.00
Total	$173,700.00

Prepared by: Eric Ferguson

Date: 7/2/2026

Agreement Number:

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

There is currently no sub-consultant participation.

Agreement Number:

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title of Modal Operating Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Modal Operating Administration specific program requirements.]***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title of Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Title of Modal Operating Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title of Modal Operating Administration)*** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Title of Modal Operating Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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Exhibit G
Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of City of Richland
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Agreement Number:

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Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
JUB Engineers, Inc.
whose address is
3611 S Zintel Way, Kenneewick, WA 99337
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

JUB Engineers, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

DRAFT

Exhibit G-1(b) Certification of City of Richland

I hereby certify that I am the:

☑ City Manager

☐ Other

of the City of Richland , and JUB Engineers, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature	Jon Amundson, City Manager City of Richland	Date

Agreement Number:

DRAFT

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

JUB Engineers, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

DRAFT

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

JUB Engineers, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

DRAFT

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Systemic Stop-Controlled Safety Intersectio * are accurate, complete, and current as of **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: JUB Engineers, Inc.

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

DRAFT

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

DRAFT

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

DRAFT

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

DRAFT

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

DRAFT

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

DRAFT

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 16, 2025

J-U-B Engineers, Inc
2760 W Excursion LN STE 400
Meridian, ID 83642

Subject: Acceptance FYE 2024 ICR – Cognizant Review

Dear Jessica Fisher:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 181.60% of direct labor (rate includes 1.74% Facilities Capital Cost of Money) based on the "Cognizant Review" from The Idaho Transportation Department (ITD. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards,

Schatzie Harvey
Schatzie Harvey (Jul 16, 2025 13:01 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 8/5/2026 Agenda Category: Resolutions - Adoption

Strategic Priority 2 - Financial Sustainability
Strategic Priority 4 - Quality of Life

Subject
Resolution No. 2026-106, Ratifying a Grant Application to the Washington State Recreation and Conservation Office for Columbia Park West and Wye Park Planning

Department/Office	Ordinance/Resolution Number	Document Type
Parks & Public Facilities	2026-106	Resolution

Recommended Motion
Adopt Resolution No. 2026-106, ratifying the submission of a Recreation and Conservation Office (RCO) Planning for Recreation Access Grant application for long-range planning of Columbia Park West and Wye Park.

Summary
The Recreation and Conservation Office (RCO) offers Planning for Recreation Access grants to assist local agencies in planning recreation improvements that expand public access and recreation opportunities. Staff submitted an application for a 100% funded Planning for Recreation Access grant in the amount of $175,000 to update the long-range plan for Columbia Park West and create a long-range plan for Wye Park. The proposed resolution ratifies the grant application.

The current Columbia Park West long-range plan was adopted in 2010. Since that time, significant changes have occurred affecting both Columbia Park West and Wye Park, including the removal of the Bateman Island causeway and marina, changes to shoreline conditions, development of the REACH Museum, and evolving community recreation needs. The updated plans will establish a long-term vision for recreation access, circulation, shoreline improvements, and future capital investments while coordinating with the Richland Public Facilities District's concurrent planning effort.

Staff recommends adoption of Resolution No. 2026-106.

Fiscal Impact
Staff seeks $175,000 under this grant opportunity. If the City's application is successful, the resulting agreement will be presented to City Council for authorization. No local match is required.

Attachments
1. Resolution No. 2026-106
2. RCO Planning for Recreation Access Fact Sheet

RESOLUTION NO. 2026-106

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, RATIFYING A GRANT APPLICATION TO THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE FOR A PLANNING FOR RECREATION ACCESS GRANT TO SUPPORT LONG-RANGE PLANNING FOR COLUMBIA PARK WEST AND WYE PARK.

WHEREAS, the Washington State Recreation and Conservation Office (RCO) administers the Planning for Recreation Access Grant Program to assist local agencies in planning recreation facilities and improving public recreation access; and

WHEREAS, the City of Richland desires to update the Columbia Park West long-range plan and create a Wye Park long-range plan to evaluate future recreational opportunities, improve public access, and establish a long-term vision; and

WHEREAS, the existing Columbia Park West long-range plan was adopted in 2010; and

WHEREAS, long-range planning for Columbia Park West and Wye Park is warranted based on significant changes that have occurred since 2010, including the removal of the Bateman Island causeway and marina, changes in shoreline conditions, and evolving recreational needs; and

WHEREAS, the City has applied for funding through the Washington State Recreation and Conservation Office's Planning for Recreation Access Grant Program to support the proposed planning effort; and

WHEREAS, no matching funds are required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City's application to the Washington State Recreation and Conservation Office for Planning for Recreation Access grant funding in the amount of $175,000 is hereby ratified.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 5th day of August, 2026.

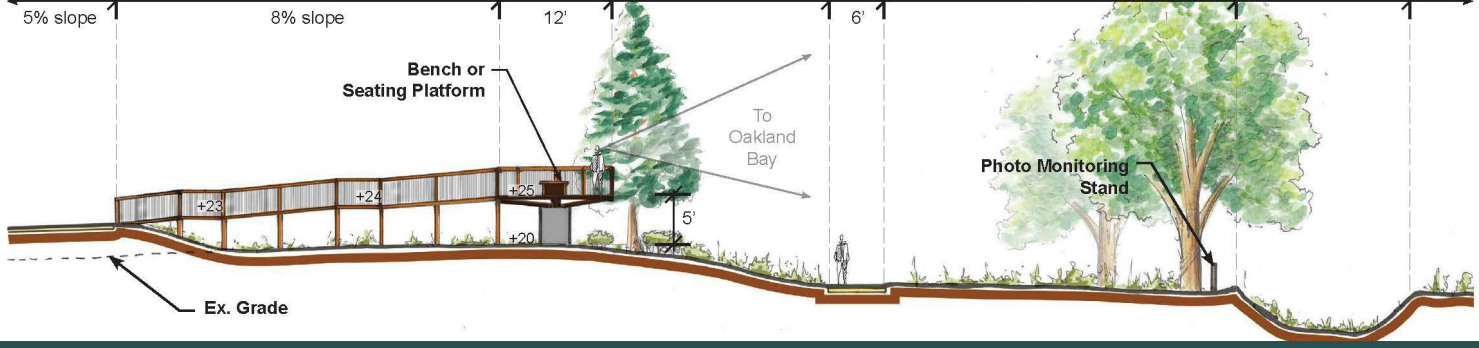
_____
Theresa Richardson, Mayor

Attest:

_____
Jennifer Rogers, City Clerk

Approved as to Form:

_____
Heather Kintzley, City Attorney



WASHINGTON STATE
Recreation and
Conservation Office

Planning for Recreation Access Grant Program

2026 Grant Schedule

(Consult the PRA web page for updates)

- May 13: PRISM Online open for applications
- July 15: Applications due

Grant Limits

- Comprehensive Plans: $100,000
- Site Specific Plans: $200,000
- No match required

Who May Apply?

- Towns, cities, counties
- Federally recognized Tribes
- Special purpose districts (ports, schools, parks, conservation, etc.)
- Qualified nonprofit organizations

How to Apply

For details, visit https://rco.wa.gov/grant/plan-rec-access/

Recreation and Conservation Office

PO Box 40917
Olympia WA 98504-0917
Telephone: (360) 902-3000
Washington Telecommunications Relay Service, dial 711
Email: info@rco.wa.gov
Website: https://rco.wa.gov/

Grants for Community-Led Planning to Expand Outdoor Recreation Access

The Planning for Recreation Access (PRA) grant program, created in 2021 by the Washington State Legislature, provides planning grants to help communities with limited outdoor access identify recreation needs, engage their residents, and develop plans that improve access and support future recreation investments. The planning grants are for outdoor facilities open to the public.

Grant Categories

Community-wide comprehensive plans that do the following:

- Assess existing conditions and gaps
- Set long-term visions, priorities, and timelines
- Engage the community in the planning process
- Establish eligibility in Recreation and Conservation Office grant programs that require planning

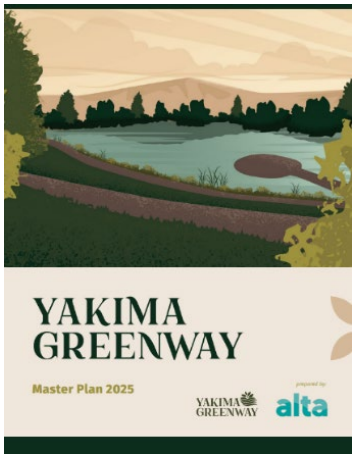
Site-specific plans that may include the following:

- Feasibility studies
- Architectural and engineering designs
- Environmental and cultural resource surveys
- Construction-ready plan sets
- Permitting

Eligible Planning Costs

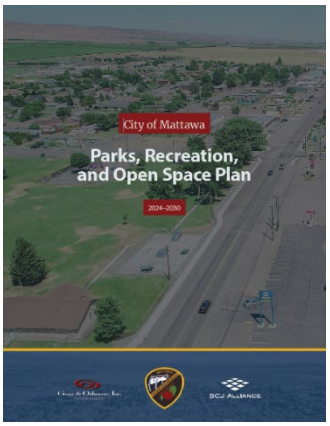
- Consultant and contract services
- Staff time
- Community outreach
- Project administration

Previously Funded Project Examples



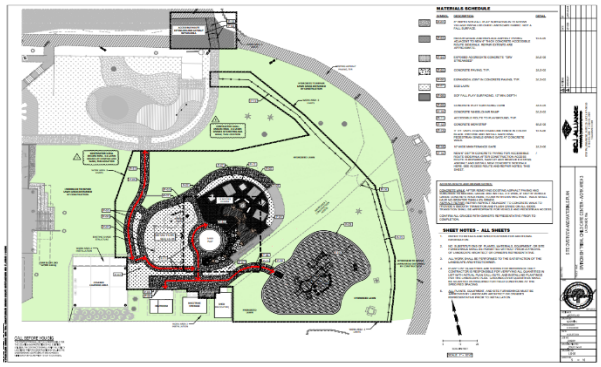
Yakima Greenway Foundation: Renewing the Yakima Greenway Master Plan

The Yakima Greenway Foundation used a $75,322 PRA grant to hire a consultant to update its master plan that was updated last in 1995. The plan covers twenty miles and includes identifying priorities through community engagement and developing plans to incorporate accessibility and education opportunities, improve safety and road crossings, and accommodate multiple user groups.



City of Mattawa: Parks, Recreation, and Open Space Plan (PROS Plan)

The City of Mattawa, population 3,335, used a $60,000 PRA grant to hire a consultant to guide the creation of its first PROS Plan. The project included involving stakeholders to develop a needs assessment, conducting a landscape inventory and analysis, establishing mission and vision statements, defining community goals and objectives, developing a strategic plan, setting priorities, and creating conceptual plans and a timeline for a capital improvement program.

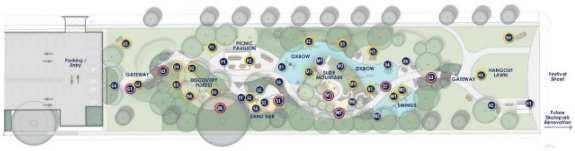


Swinomish Indian Tribal Community: Swinomish Tribe Playspace Design

The Swinomish Indian Tribal Community used a $45,000 PRA grant to create construction-ready plans and designs for the renovation of a playground. The goals of the project were to improve safety and accessibility, provide protection from the weather, enhance learning opportunities, and better reflect community values. This project completed the final two phases of a three-phased planning project.

City of Longview: Cloney Park Inclusive Playground Design

The City of Longview used a $250,000 PRA grant to pay for architectural designs, construction blueprints, engineering plans, and permits to redesign a park. The designs included a fully inclusive playground and restrooms and upgrades to the parking lot and lighting. The City received development funds in the following grant cycle, and the ribbon cutting will be held in 2026.



"When we design for every ***body***, we design for ***everybody***!"

Links to projects featured above: Capitol Land Trust, Yakima Greenway Trust, City of Mattawa, Swinomish Indian Tribal Community, City of Longview.

COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 8/5/2026 Agenda Category: Resolutions - Adoption

Strategic Priority 2 - Financial Sustainability

Subject

Resolution No. 2026-107, Ratifying a Grant Application to Gesa Community Foundation's Local Heroes Grant Program

Department/Office	Ordinance/Resolution Number	Document Type
Fire & Emergency Services	2026-107	Resolution

Recommended Motion

Adopt Resolution No. 2026-107, ratifying a grant application to Gesa Community Foundation's Local Heroes Grant Program to support the Blood on Board program.

Summary

Richland Fire & Emergency Services (RFES) submitted a grant application to the Gesa Community Foundation's Local Heroes Grant Program to support and expand its Blood on Board pre-hospital whole blood transfusion program. The application requested $50,000 in grant funding and does not require a local funding match. The grant application deadline was July 31, 2026. Because the application was required to be submitted prior to the next available City Council meeting, the application was submitted to meet the deadline, and this action ratifies the City's grant application.

The Blood on Board program equips paramedics with low-titer O whole blood for administration at the scene of an emergency, allowing patients experiencing hemorrhagic shock or other life-threatening bleeding to receive critical treatment before arriving at the hospital.

Severe blood loss is one of the leading causes of preventable trauma deaths. Providing whole blood in the pre-hospital setting reduces the time to definitive treatment, improving patient survival and outcomes while strengthening emergency medical services throughout the region.

If awarded, grant funding will support the purchase of equipment and consumable supplies necessary to sustain and expand the program, including:

- Consumables and Supplies: Low-titer O whole blood, blood administration sets, tubing, and other disposable supplies to support an estimated 25 to 50 pre-hospital blood transfusions annually.
- Equipment: A backup temperature-controlled blood storage unit (Autonomous Portable Refrigeration Unit or equivalent) to ensure blood products remain within required storage parameters and maintain uninterrupted operational readiness.

The Blood on Board program expands access to advanced pre-hospital trauma care, improves patient outcomes, and reinforces RFES's commitment to providing evidence-based, life-saving emergency medical services when every minute counts.

Staff recommends adoption of Resolution No. 2026-107.

Fiscal Impact

The award of this grant will offset the cost of blood products, consumable medical supplies, and specialized storage equipment, reducing the financial impact on the City's operating budget while expanding a critical emergency medical service.

Attachments

1. Resolution No. 2026-107

RESOLUTION NO. 2026-107

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, RATIFYING A GRANT APPLICATION TO GESA COMMUNITY FOUNDATION'S LOCAL HEROES GRANT PROGRAM FOR RICHLAND FIRE & EMERGENCY SERVICES' BLOOD ON BOARD PROGRAM.

WHEREAS, Gesa Community Foundation's Local Heroes Grant Program provides funding opportunities that support Local Heroes populations in regions where Gesa is active; and

WHEREAS, grant applicants must show proof that the funds will directly benefit at least one of the specified Local Heroes groups in a Gesa community, which is defined as a community where Gesa has a physical branch location; and

WHEREAS, Richland Fire & Emergency Services has requested grant funding to support and expand its "Blood on Board" pre-hospital whole blood transfusion program; and

WHEREAS, the grant application, if successful, will provide up to $50,000 in funding for the purchase of equipment and supplies to support the Blood on Board program; and

WHEREAS, the grant application period closed July 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City's submission of an application to Gesa Community Foundation's Local Heroes Grant Program for funding of up to $50,000 for the Blood on Board program is hereby ratified.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents necessary to receive the grant in the event the City's application is successful.

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 5th day of August, 2026.

_____
Theresa Richardson, Mayor

Attest:

_____
Jennifer Rogers, City Clerk

Approved as to Form:

_____
Heather Kintzley, City Attorney

COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 8/5/2026 Agenda Category: Resolutions - Adoption

Strategic Priority 1 - High Performance Government

Subject

Resolution No. 2026-108, Authorizing Change Order No. 1 to Contract No. 347-21 with Axon Enterprises, Inc. to add Auto-Transcribe Minutes

Department/Office	Ordinance/Resolution Number	Document Type
Police	2026-108	Resolution

Recommended Motion

Adopt Resolution No. 2026-108, authorizing the City Manager to sign and execute Change Order No. 1 to Contract No. 347-21 with Axon Enterprises, Inc. for additional auto-transcription minutes.

Summary

The Richland Police Department utilizes Axon's body-worn camera system to capture video evidence and support law enforcement operations. The City's agreement with Axon Enterprise, Inc. was renewed on September 25, 2025, to continue providing the hardware, software, and services necessary to operate the public safety video camera system.

The City receives thousands of public records requests annually, many of which require review and production of body-worn camera footage. Auto-transcription of video significantly improves the efficiency of locating responsive content and completing legally required redactions before records are released.

The current contract includes 10,000 auto-transcription minutes per year. Due to increasing demand for body-worn camera footage associated with public records requests, the City has exhausted its annual allocation. Axon has temporarily provided an additional 1,000 minutes to prevent interruptions in records processing; however, this allocation is insufficient to meet the City's ongoing needs.

Axon offers additional transcription capacity only in increments of 10,000 minutes. Staff recommends increasing the annual allocation to 40,000 minutes for the remainder of the contract term. This increase will provide sufficient capacity to support timely processing of public records requests, improve staff efficiency during video review and redaction, and reduce the risk of delays in fulfilling the City's public records obligations.

Staff recommends adoption of Resolution No. 2026-108.

Fiscal Impact

Approval of Change Order No. 1 to Contract No. 347-21 will increase the existing contract by $75,147.72, resulting in a revised total contract amount of $2,716,131.58. The contract is effective until July 2030.

Attachments

1. Resolution No. 2026-108
2. Change Order No. 1 to Contract No. 347-21

RESOLUTION NO. 2026-108

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT NO. 347-21 WITH AXON ENTERPRISE, INC. TO ADD AUTO-TRANSCRIBE MINUTES.

WHEREAS, on September 25, 2025, the City renewed the multi-year purchase order with Axon Enterprise, Inc. for products and services necessary to support the public safety video camera system for the Richland Police Department (*see* Richland Contract No. 347-21); and

WHEREAS, the City processes thousands of public records requests each year, many of which include hours of body-worn camera video footage captured by members of the Richland Police Department in the course of their duties; and

WHEREAS, the City has exhausted its annual allocation of 10,000 minutes of body-worn camera footage transcription ("Auto-Transcribe Minutes") under the existing contract; and

WHEREAS, although Axon has provided the City with an extra 1,000 Auto-Transcribe Minutes to allow records production to continue, additional minutes are necessary to ensure body-worn camera footage redaction efforts continue in an effective and timely manner; and

WHEREAS, Axon sells Auto-Transcribe Minutes in blocks of 10,000; and

WHEREAS, the City's best interests are served by increasing the City's annual allocation of Auto-Transcribe Minutes from 10,000 to 40,000 for the remaining contract term, which ends July 2030, to support RPD's body-worn camera footage redaction efforts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Change Order No. 1 to Contract No. 347-21 with Axon Enterprise, Inc. in the amount of $75,147.72 to increase the City's annual allocation of Auto-Transcribe Minutes from 10,000 to 40,000.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 5th day of August, 2026.

_____
Theresa Richardson, Mayor

Attest:

_____
Jennifer Rogers, City Clerk

Approved as to Form:

_____
Heather Kintzley, City Attorney

DRAFT

Contract Change Order

Project: Public Safety Camera System **Change Order No:** 1

Contractor: Axon Enterprises, Inc. **Date:** 7/15/2026

Federal/State/Grant Aid Number: N/A **Contract Number:** 347-21

Reason for Change:

☐ Regulatory Change ☐ City Requested ☐ Design Error ☒ Unforeseen/Unforeseeable

Change Description: (Describe the change(s) and the reason(s) for the change)

Due to an uptick in Public Record Requests, we are needing to increase the BWC redaction minutes provided in our original agreement with Axon via A-La-Carte additional Axon Auto-Transcribe-Minutes for the remainder of the agreement through July 2030. Please find attached Quote No. Q-889487-46217JM.

All attachments listed are made part of this Contract Change Order.

All terms & conditions defined in the Contract Documents & Change Orders issued to date remain in effect unless otherwise state herein.

The following adjustments, if any, to the Contract Sum and Contract Time constitute the complete and final settlement of all costs of labor, materials, equipment, overhead, fee, and damages, whether direct, indirect, and any other claim by the Contractor, as a result of the change.

Contract Summary:

Original Contract Amount:	$	2,640,983.86
Previous Change Orders:	$	0
This Change Order:	$	75,147.72
New Contract Amount:	$	2,716,131.58
Total % of Change Orders		2.8%

Schedule Summary:

Original Contract Duration:	N/A	Days
Previous Added Days:	N/A	Day(s)
This Change Order:	N/A	Day(s)
New Contract Duration:	N/A	Days
Revised Completion Date	N/A	

Execution of this Change Order by the Contractor constitutes the Contractor's irrevocable acceptance of all the terms hereof, including the above described adjustments, if any, in the Contract Sum and Contract time. This Contract Change Order is hereby incorporated into and becomes part of the Contract Documents.

Approved:

Vendor:	Authorized Signature	Print Name	Date
City of Richland: Department Director	Authorized Signature	Print Name	Date
City of Richland: City Manager (If over threshold)	Authorized Signature	Print Name	Date

DRAFT

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-889487-46217JM

Issued: 07/14/2026

Quote Expiration: 08/15/2026

Estimated Contract Start Date: 08/15/2026

Account Number: 166375

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Richland Police Department 871 George Washington Way Richland, WA 99352-3538 USA	Richland Police Dept. - WA 625 Swift Blvd Richland WA 99352-3500 USA Email: ccarper@ci.richland.wa.us

SALES REPRESENTATIVE	PRIMARY CONTACT
Jackson McKenney Phone: Email: jmckenney@axon.com Fax:	Cristi Carper Phone: (509) 942-7360 Email: ccarper@richlandwa.gov Fax:

Quote Summary

Program Length	53 Months
TOTAL COST	$69,069.60
ESTIMATED TOTAL W/ TAX	$75,147.72

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2027	$17,267.40	$1,519.53	$18,786.93
Jul 2028	$17,267.40	$1,519.53	$18,786.93
Jul 2029	$17,267.40	$1,519.53	$18,786.93
Jul 2030	$17,267.40	$1,519.53	$18,786.93
Total	**$69,069.60**	**$6,078.12**	**$75,147.72**

DRAFT

Quote Unbundled Price:	**$69,069.60**
Quote List Price:	**$69,069.60**
Quote Subtotal:	**$69,069.60**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	40	53		$32.58	$32.58	$69,069.60	$6,078.12	$75,147.72
Total							**$69,069.60**	**$6,078.12**	**$75,147.72**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	40	08/15/2026	01/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	871 George Washington Way	Richland	WA	99352-3538	USA

Payment Details

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	40	$17,267.40	$1,519.53	$18,786.93
Total				**$17,267.40**	**$1,519.53**	**$18,786.93**

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	40	$17,267.40	$1,519.53	$18,786.93
Total				**$17,267.40**	**$1,519.53**	**$18,786.93**

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	40	$17,267.40	$1,519.53	$18,786.93
Total				**$17,267.40**	**$1,519.53**	**$18,786.93**

Jul 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	40	$17,267.40	$1,519.53	$18,786.93
Total				**$17,267.40**	**$1,519.53**	**$18,786.93**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

7/14/2026

COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 8/5/2026 Agenda Category: Resolutions - Adoption

Strategic Priority 1 - High Performance Government
Strategic Priority 4 - Quality of Life

Subject
Resolution No. 2026-109, Setting a Public Hearing Date for Vacation of a portion of Right-of-Way located between 2555 Harris Avenue and 2603 Harris Avenue

Department/Office	Ordinance/Resolution Number	Document Type
Public Works	2026-109	Resolution

Recommended Motion
Adopt Resolution No. 2026-109, setting a public hearing date to accept public testimony on the proposed vacation of a portion of right-of-way located between 2555 Harris Avenue and 2603 Harris Avenue.

Summary
The City has received a petition from the owners of 2555 Harris Avenue requesting that the City vacate a 60-foot-wide undeveloped public right-of-way located immediately north of the property. The petition, filed with the City Clerk on July 21, 2026, is signed by two-thirds of the owners of the properties abutting the proposed vacation area and includes a legal description of the right-of-way proposed for vacation.

City staff agrees that the right-of-way to be vacated is no longer required for its original public purpose and that vacation will not adversely affect public access, utility service, drainage, or other municipal interests.

Under RCW 35.79.010, before the City Council may take action on a petition to vacate public right-of-way, it must first establish a time and place for a public hearing. Resolution No. 2026-109 satisfies this statutory requirement by setting the public hearing for September 1, 2026, at the regularly scheduled City Council meeting beginning at 6:00 p.m.

Notice of the public hearing will be provided in accordance with state law and City procedures. At the public hearing, the City Council will receive testimony before determining whether to proceed with the proposed vacation. Should the Council determine that the vacation is appropriate following the public hearing, staff will return with an ordinance for Council's consideration.

Staff recommends adoption of Resolution No. 2026-109.

Fiscal Impact
Adoption of the resolution establishing the public hearing has no direct fiscal impact. Any costs associated with processing the proposed vacation, including surveying, recording, or other required documentation, will be addressed prior to Council's consideration of a vacation ordinance.

Attachments
1. Resolution No. 2026-109
2. Petition for Vacation of Easement - 2555 & 2603 Harris Avenue
3. 2555-2603 Harris Site Map

RESOLUTION NO. 2026-109

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, SETTING A PUBLIC HEARING DATE TO RECEIVE COMMENTS ON THE PROPOSED VACATION OF A PORTION OF PUBLIC RIGHT-OF-WAY LOCATED BETWEEN 2555 HARRIS AVENUE AND 2603 HARRIS AVENUE.

WHEREAS, a petition has been filed with the City requesting the vacation of a 60-foot-wide undeveloped public right-of-way located between 2555 Harris Avenue and 2603 Harris Avenue, as more particularly described in the petition on file with the City Clerk; and

WHEREAS, the petition has been signed by two-thirds of the owners of property abutting the proposed vacation area; and

WHEREAS, RCW 35.79.010 requires the City Council to establish a time and place for a public hearing before taking action on the proposed vacation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the regularly scheduled City Council meeting to be held beginning at **6:00 p.m. on Tuesday, September 1, 2026** is hereby established as the date on which Council will conduct a public hearing to consider the proposed vacation of a portion of right-of-way located between 2555 Harris Avenue and 2603 Harris Avenue.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 5th day of August, 2026.

_____
Theresa Richardson, Mayor

Attest:

_____
Jennifer Rogers, City Clerk

Approved as to Form:

_____
Heather Kintzley, City Attorney

RECEIVED
JUL 2 1 2026
RICHLAND CITY CLERK

Petition for Vacation of Easement

To: The City Council of the City Richland, Washington

We, the undersigned property owners, respectfully petition the City Council to initiate proceedings (under RCW 35.79.010) to vacate a 60.0-foot undeveloped road located at:

Easement Location:

2555 Harris Ave, Richland, WA 99354 & 2603 Harris Ave, Richland, WA 33954

Legal description:

*"A parcel of land located in East Half of the Northeast Quarter of the Southeast Quarter of the North East Quarter of Section 26, Township 10 North, Range 28 East, Willamette Meridian; said parcel being more fully described as follows: Commencing at the East Quarter corner of said Section 26: thence North 1*30'06" East along the East boundary of said Section 26 a distance of 902.25 feet to a point of curve; thence northwesterly along a curve to the left having a uniform radius 3514.39 feet an arc distance of 224.66 feet (the chord of which bears north 0*20'20" west 224.63 feet) to the true point of beginning; thence continuing along said curve to the left having a uniform radius of 3514.39 feet an arc distance of 175.37 feet (the chord of which bears north 3*35'25" west 175.35 feet) to the north boundary of the southeast quarter of the northeast quarter of said Section 26; thence south 89*25'53" west along the said north boundary of said section subdivision a distance of 251.77 feet; thence south 4*59'30" east 175.68 feet; thence north 89*25'53" east 247.50 feet to the true point of beginning."*

Tax parcel #:

126081000004000 (2555 Harris Ave)

126081040001009 (2603 Harris Ave)

Basis for Petition

The undersigned petitioners request that the City consider vacating the above-described undeveloped road (under RCW 35.79.010)because:

1. The road is no longer required for its original public purpose; and/or
2. The proposed vacation will not adversely affect public access, utility service, drainage, or other municipal interests; and
3. Vacation of the easement is consistent with the public interest and will not deprive the public of a needed public use.

Request

We request that the City Council accept this petition and adopt a resolution setting a public hearing date to consider the proposed vacation of the 60.0-foot road described above. Both parties have discussed the facts of this situation and are in agreement with the proposed new property line. This vacation would preserve the natural beauty of the properties and the general beatification of north Richland at no cost to the City.

Petitioners

Owners	*Property*	*Signature*	*Date*
Zachary A. Gorton	2555 Harris Ave, Richland, WA 99354	Zachary Gorton	7-15-26
Danielle M. Gorton	2555 Harris Ave, Richland, WA 99354	Danielle Gorton	7-15-26
Robert S. Wegeng	2603 Harris Ave, Richland, WA 99354	Robert S Wegeng	7-15-26
Dorothy K. Wegeng	2603 Harris Ave, Richland, WA 99354	Dorothy K Wegeng	7-15-2026

Thank you for time and consideration,

Zach & Danielle Gorton (and on behalf of Robert & Dorothy Wegeng)

509-980-1452

zagorton@gmail.com

Site Map

Proposed vacation between 2555 and 2603 Harris



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 8/5/2026 Agenda Category: Resolutions - Adoption

Strategic Priority 1 - High Performance Government
Strategic Priority 2 - Financial Sustainability

Subject
Resolution No. 2026-110, Ratifying a Grant Application to the United States Department of Housing and Urban Development's FY26 Pathways to Removing Obstacles to Housing Grant Program

Department/Office	Ordinance/Resolution Number	Document Type
Development Services	2026-110	Resolution

Recommended Motion
Adopt Resolution No. 2026-110, ratifying submission of a grant application to the United States Department of Housing and Urban Development for a Pathways to Removing Obstacles to Housing Grant.

Summary
The U.S. Department of Housing and Urban Development (HUD) FY2026 Pathways to Removing Obstacles to Housing (PRO Housing) Grant Program provides funding to help local jurisdictions reduce regulatory barriers to housing production and preservation while increasing housing affordability. The general purpose of the grant is to build on the attainable housing concepts presented to the City Council at the August 26, 2025 workshop.

If awarded, the grant would fund the development of a Housing Action Plan and a catalog of pre-approved building plans for accessory dwelling units (ADUs) and cottage housing to support implementation of the Housing Element of the City's Comprehensive Plan. These plans would be made available for use by the private sector to streamline residential development on private property.

The City submitted an application to HUD requesting $5,000,000 in grant funding. The grant provides a performance period of up to six years to complete the approved scope of work, and no local matching funds are required.

Staff recommends adoption of Resolution No. 2026-110.

Fiscal Impact
There is no fiscal impact associated with the submission of the grant. If awarded, the City may receive up to $5,000,000. No local match is required.

Attachments
1. Resolution No. 2026-110
2. U.S. Housing and Urban Development Pathways to Removing Obstacles to Housing Grant Notice of Funding Opportunity

RESOLUTION NO. 2026-110

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, RATIFYING A U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FY2026 PATHWAYS TO REMOVING OBSTACLES TO HOUSING (PRO HOUSING) GRANT.

WHEREAS, the United States Department of Housing and Urban Development (HUD) administers the FY2026 Pathways to Removing Obstacles to Housing (PRO Housing) Grant Program to assist state and local governments in reducing regulatory barriers to housing production and increasing housing affordability; and

WHEREAS, the PRO Housing Grant Program provides funding for policy, planning, infrastructure, and implementation activities that remove barriers to housing development and increase housing supply; and

WHEREAS, the City of Richland's proposed project includes the preparation of a Housing Action Plan and the development of a catalog of pre-approved building plans for accessory dwelling units (ADUs) and cottage housing; and

WHEREAS, these activities are intended to reduce barriers to housing development, expand housing choices, and support the City's efforts to increase the availability of housing; and

WHEREAS, the City submitted an application to the United States Department of Housing and Urban Development requesting up to $5,000,000 in FY2026 PRO Housing grant funding prior to the August 3, 2026 application deadline.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City's application to the United States Department of Housing and Urban Development for up to $5,000,000 in FY2026 Pathways to Removing Obstacles to Housing (PRO Housing) grant funding is hereby ratified.

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 5th day of August, 2026.

_____
Theresa Richardson, Mayor

Attest:

_____
Jennifer Rogers, City Clerk

Approved as to Form:

_____
Heather Kintzley, City Attorney



U.S. Department of Housing
and Urban Development

FY26 Pathways to Removing Obstacles to Housing (PRO Housing)

CPD-2600-DC-0098

Applications are due by 11:59:59 PM Eastern Time on 08/03/2026.

Community Planning and Development

TABLE OF CONTENTS

I. BASIC INFORMATION 5

A. Summary 5

B. Agency Contact(s) 6

II. ELIGIBILITY 8

A. Eligible Applicants 8

B. Eligible Applications 9

C. Cost Sharing or Matching 9

III. PROGRAM DESCRIPTION 11

A. Purpose 11

B. Goals and Objectives 11

C. Authority 12

D. Unallowable Costs 12

E. Indirect Costs 12

F. PRO Housing Program History 13

G. PRO Housing Other Information 14

IV. APPLICATION CONTENTS AND FORMAT 20

A. Standard Forms, Assurances, and Certifications 20

B. Budget 24

C. Narratives and Other Attachments 25

D. Other Application Content 25

V. APPLICATION REVIEW INFORMATION 30

A. Threshold Review 30

B. Merit Review 31

C. Risk Review 50

D. Selection Process 50

E. Award Notices 53

VI. SUBMISSION REQUIREMENTS AND DEADLINES 56

A. Deadlines 56

B. Submission Methods 58

C. Other Submission Information 59

D. False Statements 59

VII. POST-AWARD REQUIREMENTS AND ADMINISTRATION 62

A. Administrative, National and Departmental Policy Requirements, and General Terms and Conditions 62

B. Environmental Requirements 64

C. Remedies for Noncompliance 65

D. Reporting 66

VIII. CONTACT AND SUPPORT 70

A. Agency Contact 70

B. Grants.gov 70

C. SAM.gov 70

D. Debriefing 70

E. Applicant Experience Survey 70

F. Other Online Resources 71

APPENDIX 73

Appendix I. Definitions 73

BEFORE YOU BEGIN

If you are a good candidate for this funding opportunity, register in the required systems and review the application materials. If you are already registered, confirm that your information is current and active.

SAM.gov Registration

You must have an active and up-to-date account with SAM.gov, at the time of application and throughout the life of any award.

To register, go to SAM.gov Entity Registration and click Get Started. From the same page, you can also click the Entity Registration Checklist for the information you will need to register.

It can take several weeks to register in SAM.gov, so get started now if you are planning to apply. SAM.gov also provides each organization with a unique entity identifier (UEI). A valid UEI is required to apply for funding.

See Section VI.B. Submission Methods.

Find the Application Package

Use the Grants Search at Grants.gov and search for opportunity number CPD-2600-DC-0098 . The application package has all the online forms you need to apply. You also need to access the Download Instructions link and review the content before you apply.

If you have other technical difficulties using Grants.gov, contact the Support Center on Grants.gov.

To get updates on changes to this notice of funding opportunity (NOFO), click Subscribe from the View Grant Opportunity page on Grants.gov.

Application Deadline
Applications are due by 11:59:59 PM Eastern Time on 08/03/2026.

HUD Listserv
To get **email alerts** about current and future funding opportunities, **subscribe** to HUD's Funding Opportunities listserv.

I. BASIC INFORMATION

I. Basic Information

A. Summary

B. Agency Contact(s)

TABLE OF CONTENTS

I. BASIC INFORMATION

See Contact and Support section of this NOFO.

A. Summary

Federal Agency Name:
United States Department of Housing and Urban Development (HUD)

HUD Program Office:

Community Planning and Development

Announcement Type:

Initial

Program Type:

Discretionary

Paperwork Reduction Act Information:

2506-0220

Due Date for Intergovernmental Review:

See Section VI.C.1.

Key Facts

Opportunity Name:
FY26 Pathways to Removing Obstacles to Housing (PRO Housing)

Opportunity Number:
CPD-2600-DC-0098

Federal Assistance Listing(s):
14.023

Key Dates

Application Due Date: 11:59:59 PM Eastern Time on:
08/03/2026

Anticipated Award Date:
11/12/2026

Estimated Performance Period Start Date:
12/01/2026

Estimated Performance Period End Date:
11/30/2032

1. NOFO Summary

The Pathways to Removing Obstacles toHousing (PRO Housing) program provides competitive awards to State governments, County governments, City or township governments, Metropolitan Planning Organizations (MPOs), and Multijurisdictional Entities to help communities reduce regulatory barriers to affordable housing production and

preservation and increase the housing affordability.

2. Funding Details

Type of Funding Instrument

G (Grant)

Available Funds

Funding of approximately **$50,000,000** is available through this NOFO.

Additional funds may become available for award. Use of these funds is subject to statutory constraints. All awards are subject to the selection process contained in this NOFO.

HUD reserves the right to add additional funds to the competition at any time.

Estimated Number of Awards

10 awards from available funding

Length of Performance Period:

72-month project period and budget period

Length of Periods Explanation:

It is a 6-year period of performance from the project start date.

B. Agency Contact(s)

See Contact and Support section of this NOFO.

II. ELIGIBILITY

II. Eligibility

A. Eligible Applicants

B. Eligible Applications

C. Cost Sharing or Matching

TABLE OF CONTENTS

II. ELIGIBILITY

A. Eligible Applicants

If your organization is not an eligible applicant, your application won't be reviewed or scored, and you won't receive funding from HUD.

1. Eligible Entity Types:

00 (State governments)

01 (County governments)

02 (City or township governments)

25 (Others (see text field entitled "Additional Information on Eligibility" for clarification))

Additional Information on Eligibility

You cannot apply as an individual.

Faith-based organizations may apply just like any other organization. HUD does not have any policies or practices that unfairly target these institutions.

Other eligible applicants include Metropolitan Planning Organizations (MPOs) and Multijurisdictional Entities. Refer to the Program Definitions in Appendix I.2 of this NOFO to review how these terms are defined in the PRO Housing program.

Prospective eligible applicants with overlapping geographies (e.g., a county government and a city government located within that county) are encouraged to partner on a single application, rather than submitting two competing applications. Per statute, only government-based entities are eligible to apply directly for PRO Housing funding.

Applicants that were awarded funds from the Fiscal Year 2023 (FY23) or Fiscal Year 2024 (FY24) PRO Housing competition are eligible to apply for funds under this NOFO; however, you must propose a new project not previously included in your prior application, and that project must create new units or rehabilitate existing units. At least $35M out of the $50M will be for applicants who have not received prior PRO Housing awards.

HUD will neither evaluate applications from nor award grants to any entity that does not meet the criteria above.

2. Restrictions

a. Statutory and Regulatory Requirements

You must meet the current General Statutory and Regulatory Eligibility Requirements. If you do not meet these requirements, your application won't be scored, and you won't receive funding from HUD. This is a threshold requirement for all HUD funding.

b. Resolution of Civil Rights Matters

If you have any outstanding or unresolved judgments for violating civil rights laws, you must settle them before you apply. If you don't, settle the civil rights law violations before you apply,

your application won't be scored, and you won't receive funding from HUD. This is a threshold requirement for all HUD funding.

B. Eligible Applications

1. An application from an eligible entity is considered for funding if it meets basic threshold requirements and passes merit review.

2. Your application must support the goals of this NOFO.

3. Awards made under this NOFO will not be used to conduct activities that subsidize or facilitate illegal racial preferences or other forms of illegal discrimination, including activities where race or intentional proxies for race will be used as a selection criterion for employment or program participation.

C. Cost Sharing or Matching

This Program does not require cost sharing or matching but provides points based on leverage, as described below.

HUD will award points for leverage in Rating Factor 2 (Soundness of Approach) for applications that propose financial leverage and provide the required firm commitments and supporting documentation to support each source of financial leverage. Grantees must secure and use all financial leverage by the end of the period of performance. Grantees may use other federal sources as financial leverage only if a program's authorizing statute permits such use. Grantees will also report on any leveraged funds received and used in association with this application.

III. PROGRAM DESCRIPTION

III. Program Description

A. Purpose

B. Goals and Objectives

C. Authority

D. Unallowable Costs

E. Indirect Costs

TABLE OF CONTENTS

III. PROGRAM DESCRIPTION

A. Purpose

The Pathways to Removing Obstacles to Housing (PRO Housing) program provides competitive awards to State governments, County governments, City or township governments, Metropolitan Planning Organizations (MPOs), and Multijurisdictional Entities to help communities reduce regulatory barriers to affordable housing production and preservation and increase the housing affordability.

B. Goals and Objectives

As President Trump said in his Executive Order on Removing Regulatory Barriers to Affordable Home Construction (March 13, 2026),

> *The American dream of homeownership depends on a dynamic housing market in which a varied inventory of new homes is built and renovated each year. Layers of unnecessary regulatory barriers, slow permitting processes, and onerous mandates at all levels of government have delayed construction, restricted development, and driven up the costs of new housing. These constraints have made housing less affordable for many Americans.*
>
> *It is the policy of my Administration to reduce regulatory barriers to building homes and to steward taxpayer dollars in a manner that promotes housing affordability.*

HUD's PRO Housing program rewards communities that have taken steps to remove regulatory barriers to building and preserving homes by providing funding to further expand affordable housing, particularly homeownership opportunities and housing located in Opportunity Zones and rural communities.

HUD is issuing this Fiscal Year 2026 (FY26) PRO Housing NOFO under the authority of the Consolidated Appropriations Act, 2026, which provided $50 million for competitive grant funding for state and local governments, metropolitan planning organizations (MPOs), and multijurisdictional entities.

The Appropriations Act requires HUD to award grants using the Community Development Block Grant (CDBG) framework. As with all CDBG assistance, the priority is to serve low- and moderate-income people and households. HUD shall select applicants that demonstrate: (1) progress and a commitment to eliminating local barriers to facilitate the increase in affordable housing production and preservation, through enactment or implementation of less restrictive zoning, land use, or permitting laws and regulations; (2) an acute need for housing affordable to households with incomes below 100 percent of the area median income; and (3) a commitment to create new homeownership units before the expiration of the funding performance period.

Applicants and grantees are reminded of the President's Executive Orders on Ending Illegal Discrimination and Restoring Merit-Based Opportunity (January 221, 2025) and Ending Radical and Wasteful Government DEI Programs and Preferences (January 20, 2025) and their applicability to PRO Housing funding. PRO Housing funding may not be used to fund "illegal and immoral discrimination programs, going by the name 'diversity, equity, and

inclusion.'"

In addition to thoroughly reviewing this NOFO, applicants are strongly encouraged to monitor HUD's PRO Housing website for information about general updates, Frequently Asked Questions, and PRO Housing webinars.

HUD has four goals for this competition:

1. Decrease the cost and increase the supply of affordable housing, especially in Opportunity Zones and rural communities.
2. Remove barriers to affordable housing, removal of which will lead to constructing or rehabilitating more units, reducing time to produce units, and unlocking land that can be used for affordable housing units.
3. Reward jurisdictions that have enacted laws and regulations that will lead to more affordable housing production and preservation.
4. Increase opportunities for affordable homeownership by reducing administrative and structural barriers.

This NOFO supports HUD's 2026 Annual Performance Plan to accomplish HUD's mission and vision, specifically Priority 1, Reduce Barriers to Affordable Housing. Applicants and grantees are expected to align their projects to HUD's strategic goals and establish a plan to track progress toward achieving the goals.

C. Authority

The funding for PRO Housing under this NOFO is provided by the Consolidated Appropriations Act, 2026 (Public Law 119-75, approved February 3, 2026) [FY26 Appropriations Act]. The program authority for PRO Housing is Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and Public Law 119-75.

Except as described in this NOFO and its appendices, statutory and regulatory provisions governing the CDBG program, including Title I of the Housing and Community Development Act of 1974 and 24 CFR part 570, shall apply to the use of these funds. For CDBG entitlement communities, non-entitlement local governments, multijurisdictional entities, and metropolitan planning organizations, regulatory provisions at 24 CFR part 570 subparts A, C, D, J, K, and O apply, as appropriate. For states, 24 CFR part 570 subpart I applies; however, Appendix IV.5.a.i of this NOFO waives the requirement for states to distribute funds through a method of distribution as is required for annual State CDBG funds.

D. Unallowable Costs

General provisions about unallowable costs applicable to CDBG programs can be found under 2 C.F.R. part 200 Subpart E.

E. Indirect Costs

If you expect to charge indirect costs to the award, submit the Indirect Cost Information for Award Applicant/Recipient form (HUD-426) with your application.

All else being equal, preference for discretionary awards should be given to institutions with lower indirect costs rates.

Normal indirect cost rules under 2 CFR part 200, subpart E apply. If you intend to charge your indirect costs to the award, your application must clearly state the rate and distribution base you intend to use. If you have a Federally negotiated indirect cost rate, your application must also include a letter or other documentation from the cognizant agency showing the approved rate. Successful applicants whose rate changes after the application deadline must submit the new rate and documentation to assure the award agreement incorporates the applicable rate.

Applicants other than state and local governments. If you have a Federally negotiated indirect cost rate, your application must clearly state the approved rate and distribution base and must include a letter or other documentation from the cognizant agency showing the approved rate. Recipients and subrecipients that do not have a current Federal negotiated indirect cost rate (including provisional rate) may elect to charge a de minimis rate of up to 15 percent of modified total direct costs (MTDC). Your application must clearly state you intend to use the de minimis rate and the percentage of the Modified Total Direct Costs (MTDC), as defined at 2 CFR 200.412-414. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both, as described in 2 CFR 200.412. Once elected, the de minimis rate must be applied consistently for all Federal awards until the organization chooses to negotiate a rate, which the organization may apply to do at any time. Documentation of the decision to use the de minimis rate must be retained on file for audit.

State and local governments. If your department or agency unit has a Federally negotiated indirect cost rate, your application must include that rate, the applicable distribution base, and a letter or other documentation from the cognizant agency showing the negotiated rate. If your department or agency unit receives more than $35 million in direct Federal funding per year, you may not claim indirect costs until you receive a negotiated rate from your cognizant agency for indirect costs as provided in Appendix VII to 2 CFR part 200.

If your department or agency unit receives no more than $35 million in direct Federal funding per year and your department or agency unit has developed and maintains an indirect cost rate proposal and supporting documentation for audit in accordance with 2 CFR Part 200, Appendix VII, you may use the rate and distribution base specified in that indirect cost rate proposal. Alternatively, if your department or agency unit receives no more than $35 million in direct Federal funding per year and does not have a current negotiated rate (including provisional) rate, you may elect to use the de minimis rate of 15 percent of MTDC. As described in 2 CFR 200.412, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be applied consistently for all Federal awards until your department or agency chooses to negotiate for a rate, which you may apply to do at any time. Documentation of the decision to use the de minimis rate must be retained on file for audit.

F. PRO Housing Program History

In 2024, HUD awarded $85 million of FY 2023 PRO Housing competitive funds to 21 organizations across 19 states and the District of Columbia. For the second round of $100 million in FY 2024 PRO Housing funds, HUD made 18 awards across 14 states.

Changes from Previous NOFO

- Increased focus on using PRO Housing funding for activities that directly increase the supply of affordable housing.
- Prioritization of homeownership activities, rural areas, and Opportunity Zones.
- Prohibition on use of PRO Housing for DEI activities, per EO 14151.
- Additional focus on quantifiable results in increasing the amount of affordable housing within the period of performance.
- Maximum award amount increased to $10 million.
- Minimum award increased to $5 million.
- No unscored attachments are required.
- Page limit was reduced to 25 pages.
- The requirements for presenting your proposed activities are simplified to be clear and direct. Leverage and performance measures (with long term effect) were incorporated into the discussion of activities in the Soundness of Approach section. Leverage and performance measures (with long term effect) were incorporated into the discussion of activities in the Soundness of Approach section.
- Updated geographic scope with new language.
- Budget narrative requirements are more clearly defined and worth more points.
- The Budget and schedule are scored separately.
- The expectations for what to present in your schedule are clear and direct.
- Since construction of affordable housing is the focus, a subsection for developer capacity has been added to Soundness of Approach.
- The Form HUD-424-CBW is required, but since it will be referenced in the scoring, it cannot be considered a curable technical deficiency. Applicants must include it in their initial submission. Form 424-CBW will not be counted toward the narrative page limit.

G. PRO Housing Other Information

PRO Housing Program-Specific Requirements

1. **National objectives.** Each PRO Housing activity, other than general administration and planning, must meet a CDBG national objective pursuant to Section 101(c) of the Housing and Community Development Act of 1974. This means each activity must benefit low- and moderate-income (LMI) persons, aid in the prevention or elimination of slums or blight, or meet an urgent need. Since this is an affordable housing program, successful applicants will utilize the LMI benefit subcategory of low- and moderate-income housing national objective, which is an eligible activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low-and moderate-income households (24 CFR § 570.208 (a)(3)). Applicants who have not administered CDBG funding are encouraged to familiarize themselves with program specific and crosscutting requirements,

including environmental review, procurement, fair housing, and labor standards.

2. **Eligible activities.**
    a. Each proposed activity must be eligible pursuant to section 105(a) of the Housing and Community Development Act of 1974 and applicable program regulations at 24 CFR part 570, as applied and modified by this NOFO, or receive an eligibility waiver for the activity. Applicants may submit a waiver request pursuant to Appendix II (Waiver Requests) of this NOFO.
    b. Eligible activities must increase the supply of affordable housing. If an activity will identify and seek to remove one or more barriers to affordable housing, the activity must also directly result in actual affordable housing units constructed or preserved during the performance period.
    c. Unlike the CDBG formula program, PRO Housing funds can be used for new construction of affordable housing. HUD is waiving 42 U.S.C. 5305(a) and 24 CFR 570.207(b)(3) and adopting alternative requirements to the extent necessary to permit new construction of housing, subject to the same requirements that apply to rehabilitation activities under the provisions at section 105(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305(a)(4)) and 24 CFR 570.202(b).
    d. Eligible activities may include, but are not limited to, the following examples listed below. These examples are organized into general categories.
        1. **Development activities** including new construction of affordable housing and mixed income housing to the greatest extent possible.
        2. **Infrastructure activities** directly related to new housing development.
        3. **Housing preservation activities,** which includes rehabilitation of existing housing.
        4. **Planning supporting affordable housing.** Grantees may use PRO Housing funds to further develop, evaluate, and implement existing housing policy plans and to improve housing strategies if it also directly results in actual affordable housing units constructed or preserved during the performance period. Up to 10 percent of funding can be used for planning and administration. For states, planning and administration can account for $100,000 plus up to three percent of the grant award, and any amount above $100,000 must be matched. Grantees may not fund the general conduct of government. Please note that while planning and policy activities are eligible activities with FY 2026 PRO Housing funds, applications that only include planning activities will likely not score high enough to be funded.
3. **Affordability**. The minimum affordability standards acceptable for compliance are the HOME Investment Partnerships Program (HOME) requirements at 24 CFR 92.252(a), (d), and (e) (rental housing) and 24 CFR 92.254(a)(1)-(4) (homeownership). HOME Investment Partnerships Program (HOME) requirements at 24 CFR 92.252 (d) and (e) (rental housing) will apply to Homesite Renters who will pay no more than 30 percent

of gross income on housing costs, including site rental, fees, and utilities. If a grantee applies other standards, the standards must meet or exceed rent limitations and the periods of affordability in the applicable HOME requirements. HUD requires any affordability standards to be enforceable and imposed by recorded use restrictions, covenants, deed restrictions, or other mechanisms to ensure that the rental housing remains affordable for the required period of time.

4. **Ineligible activities.** Activities that are ineligible for PRO Housing funding include:
    a. Any activity that does not meet a national objective (either benefits LMI persons, aids in the prevention or elimination of slums or blight, or meets an urgent need.)
    b. Any activity that is not eligible under Section 105(a) of the Housing and Community Development Act of 1974, applicable implementing regulations, and this NOFO unless a waiver is obtained from HUD.
    c. Any activity that is not in compliance with applicable fair housing, nondiscrimination, labor standards, and environmental review requirements.
    d. Any activity carried out on or before the date of the letter announcing the award of the grant or the date the grant agreement is signed (whichever is earlier). Note with exception that an existing CDBG grantee may choose to use existing CDBG funds to assist in applying for other federal grant programs if the grantee certifies that the program would meet local community development objectives.
    e. Any activity to carry out the regular responsibilities of the unit of general local government or for buildings or portions thereof used for the general conduct of government. Grantees may and are encouraged to use leverage funding for such unallowable costs.
    f. Any activity that results in a net decrease in allowable or actual housing construction. Rezoning efforts and development activities must ensure a net increase in zoned capacity or number of homes, respectively, to be considered for funding. HUD will not consider up-zoning efforts which are accompanied by down-zoning elsewhere, or managed retreat projects or development activities if they will not result in an increase in affordable housing units. HUD may make an exception to this requirement for a relocation or buyout program that is identified as a strategy for mitigation from an environmental or natural hazard (e.g., flood prevention or remediation from contaminants).
5. **Waivers**: For information about waivers HUD is providing for the PRO Housing competition, applicants should refer to Appendix IV, PRO Housing Post-Award Requirements of this NOFO. For information about how to request additional waivers, refer to Appendix II of this NOFO.
6. **Statutory Time Limits:** *Required Expenditure Date.* This NOFO establishes that a grantee must expend funds in a manner that meets all PRO Housing program requirements. HUD must obligate all FY 2026 PRO Housing funds by September 30, 2029, and HUD expects all grantees to expend all PRO Housing funds by the end of the period of performance, or by September 20, 2034, whichever is earlier. If the

grantee does not obligate all of the FY26 PRO Housing funds by September 30, 2029 HUD will have considered it to have failed to carry out PRO Housing activities in a timely manner, and may exercise remedies available under 24 CFR 570 subpart O. Amounts provided by the FY26 Appropriations Act, in accordance with 31 U.S.C. 1552, will cancel and be returned to Treasury by the end of September 30, 2034. In no circumstance will HUD extend a period of performance beyond such cancellation dates.

7. **Grant Size**. The minimum grant award is $5 million and maximum grant award is $10 million.
8. **Cost Control Standards.**
    a. Cost estimates must represent an economically viable preliminary plan for designing, planning, and carrying out the proposed activities, in accordance with local costs of labor, materials, and services.
    b. Projected soft costs must be reasonable and comparable to industry standards and in accordance with this NOFO, statute and/or regulations.
    c. Grantees must provide a detailed budget identifying the specific use of all grant funds.
9. **Budget Deductions.** HUD may delete any unallowable items from the proposed budget and may reduce the grant amount accordingly. HUD will not fund any portion of an application that: (a) is not eligible for funding under specific HUD program statutory or regulatory requirements; (b) does not meet the requirements of this NOFO; or (c) is duplicative of other funded programs or activities from prior awards or other selected applicants. Only the eligible portions of an application (excluding duplicative portions) may be funded.
10. **Grant Reduction, Recapture, or Withdrawal of Grant Amounts.** HUD reserves the right to amend an award and reduce the amount or recapture the grant. Additionally, HUD reserves the right to withdraw any grant funds a grantee has not obligated under its award, or any funds that a grantee has not accepted after being awarded. Prior to a reduction, withdrawal, or adjustment of a grant, the grantee shall be notified of such proposed action and given an opportunity within a prescribed time period for an informal consultation. HUD may redistribute any amounts to one or more other applicants eligible for PRO Housing funding.
11. **Executive Orders**. Proposals must be in compliance with all current Executive Orders, including but not limited to the following, and to the extent authorized by law:
    a. Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity"
    b. Executive Order 14281, "Restoring Equality of Opportunity and Meritocracy"
    c. Executive Order 14321, "Ending Crime and Disorder on America's Streets"
    d. Executive Order 14332, "Improving Oversight of Federal Grant Making"
    e. Executive Order 14394, "Removing Regulatory Barriers to Affordable Home

Construction"

f. Executive Order 14151, "Ending Radical and Wasteful Government DEI Programs and Preferencing"

IV. APPLICATION CONTENTS AND FORMAT

IV. Application Contents and Forms

A. Standard Forms, Assurances, and Certifications

B. Budget

C. Narratives and Other Attachments

D. Other Application Content

TABLE OF CONTENTS

IV. APPLICATION CONTENTS AND FORMAT

Applications must include three main elements: a) standard forms, assurances, and certifications; b) budget; and c) narratives and other attachments. The content, forms, and format for each element are included in this section.

You may use this section as a checklist to ensure you submit a complete application.

If you don't provide the required documents in the correct format, your application is incomplete.

Do not submit password protected or encrypted files.

Element	Submission Form
Standard Forms, Assurances, and Certifications	Upload using each required form.
Budget	Use the required budget form.
Narratives and Other Attachments	Insert each in the Attachments form.

All application materials, including the Application Instructions and Application Package, are available through Grants.gov. You must access and review all available application materials. You must submit your application electronically via Grants.gov under the Funding Opportunity Number cited within this NOFO. Your application must list the applicable Funding Opportunity Number.

You can request a waiver from the requirement for electronic submission, if you demonstrate good cause. An example of good cause may include: a lack of available Internet access in the geographic area in which your business offices are located. However, lack of SAM registration or valid UEI is not a good cause. If you cannot submit your application electronically, you must ask in writing for a waiver of the electronic grant submission requirements. HUD will not grant a waiver if you fail to submit to HUD in writing or via email a request for a waiver at least 15 calendar days before the application deadline. If HUD grants a waiver, a paper application must be received before the deadline for this NOFO. To request a waiver, you must contact:

Name: Benjamin C. Schwartz

Email: CDBG-PROHousing@hud.gov

HUD Organization: 451 7th Street SW, Washington, DC, 20410

25 pages is the total maximum length of all narratives.

Double spaced 12-point Times New Roman font on letter sized paper (8 1/2 x 11 inches) with at least 1-inch margins on all sides.

A. Standard Forms, Assurances, and Certifications

You must properly complete and submit with your application the standard forms, assurances, and certifications identified below. You can find all forms in the application package or review them and their instructions at Grants.gov Forms. You can also read more about standard forms on HUD's Funding Opportunities page.

If you are applying for an award for scientific research, you must commit to complying with administration policies, procedures, and guidance respecting Gold Standard Science (EO 14303).

Forms/Assurances/ Certifications	Submission Requirement	Notes/Description
Application for Federal Assistance (SF-424)	Required with the application	Page limit: Not applicable File name: SF-424
Applicant and Recipient Assurances and Certifications (HUD 424-B)	Required with the application	Page limit: Not applicable File name: HUD-424B
Applicant/Recipient Disclosure/Update Report (HUD 2880)	Required with the application	Page limit: Not applicable File name: HUD-2880
Certification Regarding Lobbying	Required with the application	Page limit: Not applicable File location: Appendix III, Section VI of this NOFO File name: Lobbying Certification form
Disclosure of Lobbying Activities (SF-LLL)	If applicable, required with the application	Page limit: Not applicable File name: SF-LLL
Certification for a Drug-Free Workplace (HUD-50070)	If applicable, required with the application	Page limit: Not applicable File name: HUD-50070
Assurances for Non-Construction Programs (SF-424B)	If applicable, required with the application	Page limit: Not applicable File name: SF-424B
Assurances for Construction Programs (SF-424D)	Required with the application	Page limit: Not applicable File name: SF-424D

Forms/Assurances/ Certifications	Submission Requirement	Notes/Description
Certification for Opportunity Zone Preference Points (HUD 2996)	If applicable, required with the application	Page limit: Not applicable File name: HUD-2996
PRO Housing Certification	Required with the application. Must be signed and dated in the NOFO period.	Page limit: Not Applicable Form location: Appendix III Sections I-IV of this NOFO, select the relevant form for applicant type. File Name: PRO Housing Certification

Additional explanation for Required Forms.

To pass threshold and be considered for PRO Housing funding, **you must accurately complete and submit all of the required forms.** While some technical errors may be curable, many are not. Complete and accurate submission of all the required forms will reduce the time it takes to review applications and allow you to complete threshold requirements to be considered for funding. Following these explanations below will help you ensure that your forms are complete.

Standard Form 424 (SF-424) Application for Federal Assistance.

- The SF-424 is the government-wide form required to apply for Federal assistance programs, discretionary awards, and other forms of financial assistance programs. You must complete and submit the form with the other required forms and information as directed in this NOFO.
- By signing the forms in the SF-424 either through electronic submission you and the signing authorized organization representative affirm that you both have reviewed the certifications and assurances associated with the application for Federal assistance and (1) are aware the submission of the SF-424 is an assertion that the relevant certifications and assurances are established and (2) acknowledge that the truthfulness of the certifications and assurances are material representations upon which HUD will rely when making an award to the applicant. If it is later determined the signing authorized organization representative to the application made a false certification or assurance, caused the submission of a false certification or assurance, or did not have the authority to make a legally binding commitment for the applicant, the applicant and the individual who signed the application may be subject to administrative, civil, or criminal action. Additionally, HUD may terminate the award to the applicant organization or pursue other available remedies. Each applicant is responsible for including the correct certifications and assurances with its application submission.

- The SF 424 must be signed by the Authorized Representative and dated within the competition period. You must verify that boxes 11, 12, and 13 on the SF-424 match the NOFO for which you are applying. If they do not match, you have downloaded the wrong Application Instruction and Application Package.
- Submission of an application that is otherwise sufficient, but is under the wrong Assistance Listing and Funding Opportunity Number, is a Non-Curable Deficiency, and will be rejected, unless otherwise stated under this threshold requirements section. When applying with a UEI that does not match the organization name as registered in sam.gov will result in an ineligible applications.

Assurances (HUD 424-B)

By submitting your application, you provide assurances that, if selected to receive an award, you will comply with U.S. statutory and other requirements, including, but not limited to civil rights requirements. All recipients and subrecipients of the award are required to submit assurances of compliance with federal civil rights requirements. See, e.g., Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, Violence Against Women Act, and the Age Discrimination Act of 1975; see also 24 CFR §§ 1.5; 3.115; 8.50; and 146.25. HUD accepts these assurances in the form of the HUD 424-B, which also require compliance with HUD Reform Act requirements and all general Federal nondiscrimination requirements in the administration of the Federal assistance award.

Applicant Disclosure Report Form 2880 (HUD 2880)

Completion of the form HUD 2880 is required if you are applying for assistance within the jurisdiction of HUD to any project subject to Section 102(d) of the HUD Reform Act. Assistance is provided directly by HUD to any entity, but not to subrecipients. It includes assistance for the acquisition, rehabilitation, operation, conversion, modernization, renovation, or demolition of any property containing five or more dwelling units that is to be used primarily for residential purposes. It includes assistance to independent group residences, board and care facilities, group homes and transitional housing but does not include primarily nonresidential facilities such as intermediate care facilities, nursing homes and hospitals. It also includes any change requested by a recipient in the amount of assistance previously provided, except changes resulting from annual adjustments in Section 8 rents under Section 8(c)(2)(A) of the United States Housing Act of 1937 (42 U.S.C. 1437f). See HUD Reform Act regulation for additional information.

> **Important:** You must fill out the Applicant/Recipient Information at the beginning of the form completely. Under Part I, *Threshold Determinations*, you must check 'Yes' to both questions, because you are applying for a specific competitive program and you must request a minimum of $5 million in grant funds through this program. Under Part II, *Other Government Assistance Provided or Requested/Expected Sources and Use of Funds*, and Part III, *Interested Parties*, fill out as applicable, or mark as not applicable (do not leave blank).You must complete all sections of this form, specific to your PRO application, and the authorized representative listed on the SF-424 must sign and date the form during the application period.

Code of Conduct

Both you, as the award recipient, and all subrecipients must have a code of conduct (or written standards of conduct). The code of conduct must comply with the requirements included in the "Conducting Business in Accordance with Ethical Standards" section of the General Administrative, National and Departmental Policy Requirements and Terms for HUD Financial Assistance Awards, as well as any program-specific requirements. These requirements include ethical standards related to conflicts of interest for procurements in 2 CFR 200.318(c) and 2 CFR 200.317, as well as HUD-specific conflict of interest standards. HUD maintains a list of organizations that have previously submitted written standards of conduct on its Code of Conduct for HUD Grant Programs webpage. It is your responsibility to ensure that the standards are compliant with the noted requirements and that HUD has the latest version of the written standards. Updated written standards should be submitted with the application. Any updates to your written standards, after the application period, should be submitted as directed by the HUD program contact for this NOFO.

Lobbying Activities

Applicants are subject to the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment), and 24 CFR part 87, which prohibit recipients of federal awards from using appropriated funds for lobbying the executive or legislative branches of the Federal government in connection with a Federal award. All applicants must submit with their application the signed "Certification Regarding Lobbying" form. In addition, applicants must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of congress, or congressional staff regarding specific awards.

i. **Certification Regarding Lobbying.** All applicants must submit this certification with their application. It is located in Appendix III Section VI of this NOFO. The Certification Regarding Lobbying form must be signed by the Authorized Representative listed on the SF-424, and dated within the competition period.

ii. **Disclosure of Lobbying Activities (SF-LLL).** Download this form as part of the Application Package for this NOFO, if applicable. You must complete all sections of this form, specific to your proposed PRO Housing program, and the person listed on the SF-424 must sign and date the form during the application period.

False Statements

Applicants acknowledge their understanding that providing false or misleading information during any part of the application, award, or performance phase of an award may result in criminal, civil or administrative sanctions, including but are not limited to: fines, restitution, and/or imprisonment under 18 U.S.C. 1001, 18 U.S.C. 1012, 18 U.S.C. 1010, 18 U.S.C. 1014, or 18 U.S.C 287; treble damages and civil penalties under the False Claims Act, 31 U.S.C. 3729 et seq.; double damages and civil penalties under the Administrative False Claims Act, 31 U.S.C. Sections 3801–3812; civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions, FAR Part 9.4 or 2 CFR Part 180; and other remedies including termination of active HUD award.

B. Budget

You must submit a budget with your application to support your project narrative.

At a minimum, your budget must indicate direct and any indirect costs.

Budget Form/Document	Submission Requirement	Notes/Description
Grant Application Detailed Budget Worksheet (HUD-424-CBW)	Required with the application	Page limit: Not applicable File name: HUD-424CBW Form location: download instructions
Indirect Cost Information Certification (HUD-426)	If applicable, this document is required with the application and after award	Page limit: Not applicable File name: ICR Doc. Form location: download instructions

424-CBW budget form

Applicants must complete the 424-CBW budget form and provide a breakdown of the aggregate numbers detailing the funding allocation proposed including PRO Housing funding, leverage, and other funding planned for to each activity in your narrative. The information in your 424-CBW form should align exactly to what is in your narrative.

The form is accessible online at 424-CBW.xls. Instructions on how to complete the form are also available on the third tab of the 424-CBW, labeled "PRA and Instructions." Both the form and instructions are also available in the grants.gov Application Package for this NOFO. Form 424-CBW is a required form, but since it will be used for the narrative review, failure to include it in your application package is not a curable technical deficiency and may affect your score.

C. Narratives and Other Attachments

If applicable, you must upload narrative and other attachments in Grants.gov using the Attachments Form. When using the Attachments Form, you can upload PDF, Word or Excel formats.

Document	Submission Requirement	Notes/Description
Response to Rating Factors	Required with the application	See Section V.B File names: See Section IV.D.2
Code of Conduct	If not included in HUD's eLibrary, this document is required with the application	Page limit: Not applicable File name: Code of Conduct Acceptable Content

D. Other Application Content

Instructions on Application Organization and Content.

All narrative exhibits, attachments, and forms are required to be submitted in your application unless otherwise indicated. Review the Threshold Eligibility Requirements in Section IV and the Review Criteria in Section V for details about what should be submitted. Please be advised that not providing information clearly and consistently, and/or not providing exhibits and attachments in accordance with the instructions and documentation requirements in this NOFO, may negatively impact HUD's ability to determine if your application meets threshold requirements or to score your application. This could result in your application not being able to be scored and ranked or a lower score. Please also only submit documents that are required to respond to a threshold requirement and/or rating factor.

HUD forms required by this NOFO are provided in the application package download at grants.gov. The list of narrative exhibits and attachments is provided below, along with instructions for each.

1. **Title Page and Table of Contents.** Provide a title page for each section and table of contents matching the submission requirements of this section. The title pages and table of contents do not count towards the 25-page limit for narratives.
2. **Narrative Exhibits.** The narrative exhibits required in your applications are as follows:
    - **Exhibit A Progress and Need**. Provide a narrative response to V.B.1.a
    - **Exhibit B Soundness of Approach**. Provide a narrative response to V.B.1.b, and Form 424-CBW
    - **Exhibit C Capacity**. Provide a narrative response to V.B.1.c
3. **Required Attachments.** Threshold Requirements and Other Submission Requirements Review and respond to the Threshold Requirements in Section IV and Section V. The required attachments do not count towards the 25-page limit for narratives.
    - **Attachment A: Application Certifications and Standard forms**
    - **Attachment B: Evidence of Partnership letters as applicable**
    - **Attachment C: Evidence of Leverage documentation as applicable**
    - **Attachment D: (Optional) Evidence of public participation.** Applicants have the option of providing evidence of the reasonable notice of your public hearing and the publication of the application for public comment, consistent with Appendix IV.4 and Appendix IV.5.c of the NOFO.
    - **Attachment E: (Optional) Summary of comments received on published Application and list of commenters by name/organization.**
4. **Form and Format.** Narratives and other attachments to your application must follow the following format guidelines.
    - Do not submit password protected or encrypted files.
    - Each narrative exhibit should be uploaded as its own separate file, with a title page based on the organization instruction in the section above. Do not upload

an application that has multiple exhibits or attachments in the same file. HUD will use title pages as tabs when it downloads the application. Each title page should only contain the name of the narrative exhibit or attachment (e.g., "Exhibit B Soundness of Approach") and the name of the Applicant.

- WARNING: The file name should be fewer than 50 characters and not include spaces or special characters. Also, please note that Grants.gov is a system used by the entire Federal government and its structure does not necessarily reflect this NOFO distinctly (i.e. its Attachment 1 does not refer to PRO Housing Attachment 1). Applicants may zip together the multiple attachment files (in one or more zip files, depending on the size) they have prepared in accordance with this NOFO and enter them into the slots provided by Grants.gov.

- The narrative shall be 12-point (minimum) Times New Roman font on letter sized paper (8 1/2 x 11 inches) with at least 1-inch margins on all sides. Double spacing is not required, but the maximum page limit for narratives (Exhibits A through C) applies to all applicants.

5. **Application Layout**

- The first part of an application is comprised of a title page, table of contents, and narrative exhibits. The narrative exhibits respond to requirements, rating factors, and other criteria in the NOFO.

  - Title page, table of contents, and tabs/title pages that are blank or display a title/header/'n/a' indication do not count towards the 25-page limit of narratives.

  - Tables, figures, and maps, if included in the narrative portion of the application (as part of Exhibits A through C), count towards the 25-page limit for narratives.

  - Each oversized page (e.g., 11x17), if included in the narrative portion of the application (as part of Exhibits A through C), used only for tables, figures, maps, or other illustrative content, will count as one-page towards the 25-page limit for narratives. Oversized pages will count as two pages towards the 25-page limit if narrative content is included on them. Oversized pages are acceptable as attachments for the purposes of sharing tables, figures, maps, or other illustrative content, and will not count toward the 25-page limit, unless narrative content is included on them.

- The second part of an application is comprised of attachments (Attachments A-E). These documents respond to threshold and mandatory documentation requirements. They include documents such as application data forms and various certifications, and may contain maps, illustrative content, or photographs. Attachments do not count towards the 25-page limit for narratives.

  - If a attachment is not applicable, still submit it and indicate 'N/A' as a clear indication to HUD (do not leave the section blank).

- All pages must be numbered. HUD recommends applicants consecutively number the pages of the Attachments section to ensure proper assembly of their application if printed.
- Any pages marked as sub-pages (e.g., with numbers and letters such as 25A, 25B, 25C), will be treated as separate pages and if part of the narrative portion of the application (as part of Exhibits A through C), will count towards the 25-page limit for narratives.
- Do not format the narrative exhibits in columns. Pages with text in columns will be counted as two pages.

6. **Application Page Count.** The 25-page narrative page count maximum applies to Exhibits A-C and does not include the table of contents, Tabs/title pages that are blank or display a title/header/'n/a' indication, and Attachments A-E. The page limit does not include additional pages submitted at the request of HUD in response to a technical deficiency. Any pages beyond the 25 page limit will not be reviewed. HUD will not consider the information on any excess pages, potentially resulting in a lower score.

1. Technical Application Errors

HUD will contact you to fix a technical error with your timely application after the due date. Technical errors, if corrected, do not affect (positive or negative) your merit rating under this NOFO. Examples of technical errors include, but are not limited to: inconsistencies in funding requests; a missing or incomplete form or certification; failure to submit an otherwise sufficient application under the correct Assistance Listings number or Funding Opportunity Number in Grants.gov; improper signature on a form or certification; and missing or inappropriate eligibility documentation.

HUD will send notice to the authorized organization representative to fix a technical error. You must respond timely and appropriately to HUD's notice (see submission requirements).

Your application is not eligible for funding if you fail to fix the error to HUD's satisfaction by the due date in HUD's notice. HUD will not review information submitted after the due date in HUD's notice.

Technical errors that you may fix are not submitted to satisfy merit review criteria.

HUD will not consider information from applicants after the application deadline except for responses to requests tied to HUD identified technical errors (also referred to as curable deficiencies).

HUD will uniformly notify applicants of each curable deficiency. See curable deficiency definition in Appendix I of this NOFO, and Section VI.C.2 for directions on resolving technical errors.

V. APPLICATION REVIEW INFORMATION

V. Application Review Information

A. Threshold Review

B. Merit Review

C. Risk Review

D. Selection Process

E. Award Notices

TABLE OF CONTENTS

V. APPLICATION REVIEW INFORMATION

A. Threshold Review

When you apply: Your application is reviewed to make sure it meets the threshold requirements of this NOFO. If your application has a technical error, HUD will allow you to correct it. If you fail to meet **any** of the threshold requirements, your application is **not** eligible for HUD funding. If you do meet the threshold requirements, your application moves to Merit Review (the next step).

1. Timely Application Submission

Late applications are not evaluated and not eligible for funding. See deadlines in Section VI.

Eligibility Requirements for Applicants of HUD's Financial Assistance Programs

The following requirements affect applicant eligibility. Detailed information on each requirement is found in the "Eligibility Requirements for Applicants of HUD's Financial Assistance Programs" document on HUD's Funding Opportunities page.

- Universal Identifier and System for Award Management (SAM.gov) Requirements
- Outstanding Delinquent Federal Debts
- Debarments or Suspensions, or both
- Mandatory Disclosure Requirement
- Pre-selection Review of Performance
- Sufficiency of Financial Management System
- False Statements
- Prohibition Against Lobbying Activities

In addition, each applicant under this NOFO must have the necessary processes and systems in place to comply with the Award Term in Appendix A of 24 CFR part 170 if the applicant receives an award, unless an exception applies as provided in 2 CFR 170.110.

2. Complete Application

If your application is timely, HUD will confirm completeness. Your application is considered for funding if it is complete and responsive to the requirements in this NOFO. If your application is incomplete, HUD will ask you to fix any technical errors. Otherwise, incomplete and nonresponsive applications are not considered for funding.

3. Eligible Applicant

Upon receipt, HUD will confirm whether you are an eligible applicant. Applications from ineligible applicants do not proceed to merit review and are not eligible for HUD funding.

Applicants must identify which type of eligible applicant they are in their application.

Multijurisdictional entities must demonstrate partnership among all jurisdictions by attaching relevant documentation, such as a memorandum of understanding or another foundational

document (such as a CDBG joint agreement between an urban county and a metropolitan city, HOME consortium agreement, joint powers agreement, interstate compact, or letter of intent) to the application as Attachment B.

Number of Applications

1. An eligible applicant may submit multiple applications, but the applications from a single applicant must contain distinct and different eligible projects and activities for each of its applications that are targeted to the subject communities. Applicants must uniquely label the applications and make clear the distinctions among projects and activities in each of the applications.
2. An eligible applicant that has submitted an application may also apply as part of a separate partnership application. However, no community or project may be assisted by more than one PRO Housing grant.
3. If HUD receives electronically multiple versions of the same application for the same project(s) or activities, HUD will review the last version of the application received by Grants.gov that meets the timely receipt requirements. All other applications (i.e. prior versions) will not be considered eligible. If applicants find, after submitting an application, that they want to amend or adjust their application and it is prior to the deadline date, applicants must resubmit the entire application to ensure that HUD gets a complete application.

B. Merit Review

If your application meets the threshold requirements, a panel will review and score its merits. The panel may include HUD employees and non-employees. They will evaluate your application based on the following criteria. The results of the evaluation are shared with senior HUD officials who make the final decisions about funding consistent with this NOFO.

Merit Review Summary

Criterion	Total number of points = 104
Rating Factor 1: Progress, Commitment, and Need (Exhibit A)	55 points
Rating Factor 2: Soundness of Approach (Exhibit B)	40 points
Rating Factor 3: Capacity (Exhibit C)	5 points
Subtotal: Exhibits A, B, C	**100 points**
Preference Points: Serving Opportunity Zones and Serving Rural Areas	4 points
Total	**104 points**

HUD will use the following rating factor criteria to evaluate applications under this NOFO. Failure to respond to any one of the rating factors will result in an incomplete application, and it will not be considered for an award. **If the applicant cannot respond to a specific question because it has determined that question does not apply to its proposed eligible activities, the applicant should specify why it does not apply rather than leaving it blank or unaddressed**.

HUD expects your responses to be clear, complete, and specific. All projects must be

completed by the end of the performance period. To ensure successful completion in 72 months, it is expected that all projects will have site control at the time of application, and significant funding from other sources.
A total of 70 or more points is needed to be considered for an award.
Total points for rating factors are 100 points; see potential points for each rating factor in Table 2. HUD will offer up to four (4) additional points, described in Section V.B.2 of this NOFO. The maximum points available in this NOFO is 104 points.

1. Rating Factors

Your application must include a response to the following criteria.

Rating Factors Details

Criterion	Max points = 100
Rating Factor 1: Progress, Commitment, and Need (Exhibit A)	55 max points
HUD may only select applications from applicants that demonstrate: (1) Have enacted or implemented (or caused another entity to enact or implement) less restrictive zoning, land use, or permitting laws and regulations, that are reasonably expected to preserve or produce new housing units; and (2) can demonstrate an acute need for housing affordable to households with incomes below 100 percent of the area median income. 1. **Demonstrate your progress and commitment to overcoming local barriers to increase affordable housing production and preservation, primarily by having enacted or implemented improved laws and regulations. (35 points)** a. **Deregulation or improvements to existing laws and regulations. (26 points)** Explain how you have used deregulation or improved existing laws and regulations to remove legal and regulatory barriers to affordable housing and the measurable outcome. If	

Criterion	Max points = 100
you are a multijurisdictional entity or MPO, please describe your involvement in the enactment or implementation of improved laws and regulations and the enactment or implementation of local or regional land use policies to overcome local barriers to affordable housing production and preservation. Commitment means the applicant has demonstrated progress and is committed to continuing to address regulatory barriers. To receive credit for your discussion of the legal and regulatory barriers to affordable housing that you have removed, you must clearly list and describe all of the following (this can be done in table form): • The deregulation or improved laws or regulations you have enacted or implemented in the past 3 years since the closing date of this NOFO to overcome local barriers to affordable housing production and preservation. Cite relevant laws and the enactment, effective, and/or implementation dates. • The barrier(s) to affordable housing addressed and their measurable outcomes, including the measurable increase in the number of affordable housing units thus far (such as reduced permitting time by X days, reduced construction cost by X, increased density by X units). Document whether the increase will provide for homeownership units, rental units, or both. Applicants without a recent	

Criterion	Max points = 100
record of improvements to laws and regulations will not receive points in this section and will not receive a PRO Housing award. Reviews will be based on the quality and effectiveness of the changes made, not the quantity of examples provided. Changes to zoning and density rules and regulations, by themselves, will not be considered a commitment to expanding affordable housing. **b. Regulatory Best Practices (9 points)** Applicants who have taken one or more actions under the regulatory best practices contained in HUD's State and Local Best Practices for Home Construction may receive up to 9 points, with 3 points awarded per best practice. The President outlined these best practices in his Executive Order on Removing Regulatory Barriers to Affordable Home Construction. Address how these actions will or have mitigate(d) or remove(d) barriers to increasing affordable housing supply. These may be new actions or plans that allow the improved laws or regulations to be implemented to increase affordable housing. To receive credit for your discussion of other barriers to affordable housing that you have removed, you must clearly list and describe all of the following (this can be done in table form): • The other recent actions you have enacted in the past 3 years since the closing date of this NOFO to overcome	

Criterion	Max points = 100
local barriers to affordable housing production and preservation. • The timeframe for these efforts (start and end dates) • The barrier(s) to affordable housing that these actions addressed and its measurable outcomes, including the measurable increase in the number of affordable housing units thus far (such as reduced permitting time by X days, reduced construction cost by X, increased density by X units) Examples of legal, regulatory, and other actions you may have taken to overcome barriers to facilitate affordable housing include: • **Cost: Reduce Home Construction Costs** 1. Rein in local and state-imposed mandates, costs and fees ▪ Cap permitting fees. ▪ Eliminate impact fees unless they are directly quantifiable and proximately relatable to the specific development. ▪ Curtail any other fees, mandates, taxes on new development or construction. ▪ Prohibit requirements to build unrelated offsite projects or infrastructure. ▪ Adopt fee transparency by publishing a list of all development fees. 2. Implement building codes that enable efficient, new home	

Criterion	Max points = 100
construction and renovation. ▪ No retroactive application of new or changed building codes. ▪ No local add-ons to state building, environmental, or labor codes, except as necessary for disaster recovery or resilience or if it reduces the cost of housing. ▪ No state add-ons to ICC codes or federal requirements, except as necessary for disaster recovery or resilience or if it reduces the cost of construction. ▪ Eliminate or sunset green-energy building requirements and non-evidence based building codes. 3. Adopt innovative strategies that are open to a variety of construction means and methods. ▪ Regulate manufactured and modular homes using objective standards for building and safety rather than the construction method and process ▪ Reexamine prohibitions and restrictions on manufactured or modular construction when comparable site-built housing is permitted	

Criterion	Max points = 100
▪ Reexamine publicly mandated aesthetic requirements. ▪ Relax restrictions that either explicitly or implicitly mandate traditional, on-site "stick-built" home construction in favor of innovative options 4. Repeal mandatory electrifications of appliances and heaters • **Land: Unlock Land for Residential Housing Development** 1. Expedite disposal of publicly owned land for use in housing development – for all income levels but especially for middle-income. 2. Remove arbitrary limitations on residential housing development beyond urban centers, including urban growth boundaries, moratoria and commuting penalties. 3. Prohibit tree protection ordinances that have minimum requirements and exorbitant removal fees for single family lots. 4. Allow by-right development for single-family homes. 5. Establish in-lieu fee funds for wetlands mitigation. 6. Adopt regulatory transparency by publishing a list of all required inspections, permits and approvals.	

Criterion	Max points = 100
• **Time: Accelerate Construction** 1. Streamline permitting processes for housing developments. ▪ Establish a permit review "fast lane" for permits covering residential & new building permits. ▪ End unnecessary, multiple reviews. ▪ Cap permitting timelines. ▪ Impose a cumulative building timeline, or "shot clock" or other binding timelines of < 60 days for right to build and < 30 days for construction permitting and inspections. ▪ Adopt a unified development ordinance ▪ Re-examine local planning commission and zoning board review timelines, publication requirements and meeting appearance requirements. 2. Leverage technology, including artificial intelligence for expedited approval of permits. 3. Close implementation loopholes for shot-clocks and other timeline commitments. 4. Allow third-party inspections and appropriate builder choice by certified entities for inspections and studies. ▪ State-certified inspectors	

Criterion	Max points = 100
for code inspections. ▪ State certified engineers for environmental, site plan and plat reviews. 5. Ensure swift dispute resolution with government agencies and private parties regarding construction matters. 6. Adopt building contractor license reciprocity between and within states. 2. **Do you have acute need for affordable housing? (20 points)** HUD may only select applications from applications from applicants with acute need for housing affordable to households with incomes below 100 percent of the area median income and seeks to ensure that awards under this NOFO are directed to applicants with certain objective measures of acute need for affordable housing. **Priority Geography with Acute Need.** You will be awarded 20 points if your application primarily serves a priority geography that has an affordable housing need greater than a *threshold calculation for one of three measures.* The threshold calculation is determined by the need of the 90th-percentile jurisdiction (top 10 percent) for each factor as computed comparing only jurisdictions with greater than 50,000 population. Threshold calculations are done at the county and place level and applied respectively to county and place applicants. State, MPO, and Multijurisdictional applications can also qualify for priority geography if it proposes to serve a geography that	

Criterion	Max points = 100
scores in the top 5 percent of its State for the same three measures. Applications that primarily serve locations outside these priority geographies will not be awarded any of these 20 points. The measures are as follows: • **Affordable housing not keeping pace with the population**, measured as (change in population 2021- divided by 2011 population) – (change in number of units affordable and available to households at 80 percent HUD Area Median Family Income (HAMFI) 2021--2011 divided by units affordable and available at 80 percent HAMFI 2011). • **Insufficient affordable housing**, measured as number of households at 80 percent HAMFI divided by number of affordable and available units for households at 80 percent HAMFI. • **Widespread housing cost burden or substandard housing**, measured as number of households with housing problems at 100 percent HAMFI divided by number of households at 100 percent HAMFI. Housing problems are defined as: cost burden of at least 50 percent, overcrowding, or substandard housing. HUD has provided a spreadsheet identifying each of these geographies on its website. To see whether you meet the criteria to receive points, visit the PRO Housing Mapping Tool website at the HUD Exchange where you can view the spreadsheet and the map of priority geographies.	

Criterion	Max points = 100
Rating Factor 2: Soundness of Approach (Exhibit B)	40 max points

A sound proposal will result in increased production and preservation of affordable housing within the performance period. Proposals must ensure that 51 percent of newly produced or preserved units directly benefit LMI individuals, and applicants must ensure that activities meet a national objective. Proposals must explain, quantify, and directly connect how your actions to reduce barriers will increase the production of affordable housing with the PRO Housing proposal.

Applicants are encouraged to summarize their project(s) using a table format below followed by a narrative description for all proposed projects that address all of the listed scoring factors. Your narrative must describe each project and provide context for why the activity(ies) was selected, how you will coordinate the activities, and how your overall PRO Housing program activities will be implemented. In subsequent sections you will need to provide further descriptions of the location, budget, leverage, schedule, and expected outputs and outcomes for all of your proposed PRO Housing activities. Those explanations must be consistent with what you include in the table for this factor.

Activity Name and Description	Activity Type	New Construction and/or Preservation	Income Type(s)	Homeownership or Rental	Proposed National Objective	Barrier Connection	Location	Amount of PRO Funding	Leverage and Other Funding	$
Project Name and Description										

1. **How many new units will you produce or preserve during the PRO Housing performance period as a result of the progress you have made removing barriers? (10 points)**

   Provide the following details for each activity:

- The project(s) and its activities.
- The relevant activity category(ies) from Section III.G.2.d.
- The number of units that are new construction and/or preservation and distribution of homeowners versus rental.
- The percentage of the project's units that will be LMI person and if it will be mixed-income housing.

Criterion	Max points = 100

- The CDBG national objective that will be met.
- How the project is the result of your successful efforts to remove barriers to affordable housing. State the specific barrier(s) that were addressed that will result in the new units produced or preserved. Barrier(s) stated should connect to those you listed under Rating Factor 1.
- The location.
- How you will determine buyer/renter eligibility.
- The target population(s) for each project or activity.
- If applicable, whether current residents will need to be relocated, and if so, how you will meet relocation requirements.

HUD recognizes that applicants will select projects that best serve the stated needs and preferences of the communities they serve. HUD will rate higher those applications that prioritize homeownership over rental units, construction of new units over preservation of existing units, and mixed-income housing over entirely LMI housing.

2. **Outputs and Outcomes: Describe the direct effects/measurable outputs of your proposed PRO Housing program (5 points).**
    - Outputs: Describe what you will have achieved upon completion of grant-funded activities, including the specific deliverable(s) and completed projects you will produce for each proposed activity. At a minimum you must address:
        1. Number of new affordable housing units produced or preserved, including a breakdown by new construction/preservation, homeownership/rental, and mixed income/percent LMI.
        2. Number of LMI persons served.
        3. Number of new homeowners created.
        4. Number of new available units and how many are occupied.
        5. Approximate expected sale price or rent for each unit type.
        6. Cost effectiveness/subsidy per unit.

Additional examples of quantifiable outputs may include:

- Increases in the land area where housing is allowed, particularly single family housing;
- Associated infrastructure projects that enables construction of more affordable housing units;
- Increases in number of homes permitted;

Criterion	Max points = 100

- Decrease in the average time needed to issue a permit;
- Reduction in the number of discretionary approvals required; and
- Increase in the number of homes built using pre-approved floorplans.

3. **How did you select the location(s) for your PRO Housing project(s) (3 points)** Explain how you selected the project location(s), including a summary of the results of any market analyses used to select the location. Market analyses should show evidence of demand, and comparable projects and their usage rates. For homeownership units provide sales comparisons and buyer demand, and for rental units describe the vacancy rates, achievable rents, and any rent restrictions. This section allows you to enhance, expand upon, and draw connections among the stated locations for each proposed activity listed in the activity section.

   Describe how your proposal preserves and creates affordable housing units in high-opportunity areas, Opportunity Zones, or rural areas.

   Maps, drawings, renderings, and other graphical representations are optional, and they can be provided as attachments outside of the page count (However, any narrative included in the attachments will not be included in the review.)

   Provide evidence of site control. Describe the type of site control (deed, option agreement, or purchase contract). Is the site(s) ready for construction, in need of remediation, demolition, or other cleanup?

4. **What is your budget? (4 points)** Provide a budget for the proposed activities that documents all projected sources of funds and estimates all applicable costs. While form 424-CBW is not included in the page count, it is a required document and will be used in the review of your application. The budget details in Form 424-CBW and in the budget narrative must demonstrate project readiness, cost effectiveness, and convincingly demonstrate that the project(s) will be completed by the end of the performance period. The budget narrative must be consistent with the detailed 424-CBW and the amounts listed throughout the application. HUD will evaluate your proposed project budget to determine which projected sources, including PRO Housing funds and any leveraged funds, are sufficient for the scope of the proposed project as a whole, and on the quality of your proposal.

   Your budget narrative must:

- State each activity and the amount of PRO Housing funds, and other funds that will be used to implement each activity. To receive full credit, you must provide budget details for each activity, that makes it clear how the budget was determined for each activity.
- Identify the expected number of units, size of units, etc. that went into determining your budget calculation. How much PRO Housing funding will be used on each unit?
- Include expected soft costs, contingencies, developer fees, and reserves.

Criterion	Max points = 100

- Identify and explain any funding gaps, and how you plan to address them.
- Identify other funding sources, whether being proposed for leverage points or not. This may include loans, other subsidies, tax credits, bonds, or local funds.
    - If your PRO Housing project proposal includes loans or other debt, describe the nature of the debt including the terms, interest rates, coverage, and amortization.
    - What is the amount of overall subsidies per proposed unit?
- Describe how you will ensure that the project will be cost-effective, in line with industry standards, and appropriate for the scope of the project. Specifically state how you would scale your proposal if HUD awards a lesser dollar amount than you are requesting.
- Specifically identify which project(s) or activities you would scale back or remove from your application if awarded less funding.

5. **Leveraging other funding (7 points)** As noted in Section II.C, the PRO Housing program does not require leveraged funds. Nonetheless, HUD views leveraged commitments as an indicator of support and commitment in the community, and as an indicator that you are financially ready to start proposed construction activities upon receipt of PRO Housing funds. Additional funds may also increase the success and effectiveness of the proposed activities. An application will earn points in accordance with the table below based on the percentage of leveraged commitments for the proposed activities.

Scoring for Leveraged Funding	
Leverage commitments as percent of grant funds requested	Points awarded
120 percent and above	7
Between 90.00 and 119.99 percent	4
Between 75.00 and 89.99 percent	2

Applicants must follow the requirements below in compiling and documenting leverage for purposes of this NOFO. Otherwise, it may not be possible for HUD to count the commitment at the level claimed. These general requirements apply to all leverage resource commitments.

- Resources must be firmly committed as of the application deadline date. "Firmly committed" means that the source, the amount of the resource and its dedication to

Criterion	Max points = 100

PRO Housing Grant activities is explicit. Endorsements or general letters of support alone will not count as resources and should not be included in the application.

- Leverage documents must represent valid and accurate commitments of future support. They must state the dollar amount and any terms of the commitment. They must also indicate that the funding is available to you for the specific activities proposed in your PRO Housing application.
- Resource commitments must be written and signed by a person authorized to make the commitment and dated.
- Commitment letters must be on letterhead or they will not be accepted.
- If the commitment document is not included in the application and submitted before the NOFO deadline, it will not be considered.
- Staff time of the applicant and/or partner(s) (if any) will be an eligible leverage resource if it is firmly committed and monetized, and presented in a letter of commitment.
- Funding from a prior PRO Housing award will not be considered leverage.

In addition to financial contributions, applicants may credit the dollar amounts of any non-financial contributions (e.g., in kind, donations of land or property, community benefit agreements, etc.) towards their percentage of leveraged commitments. To receive credit for any non-financial contributions, you must state the value, provide an explanation of how the value was determined, and include any relevant documentation for your calculations. Calculations of non-financial contributions must be in line with cost principles and the rules set forth in 2 CFR 200.306.

6. **What is the schedule for your proposal? (4 points)** Provide a detailed schedule for completing all of the proposed activities in advance of the end of the period of performance. The schedule must identify:
    a. Each significant activity with milestones and relevant sub-tasks.
    b. The planned start and completion dates of each of the milestones and relevant sub-tasks.
    c. The development schedule, including start of construction, completion, and closing.
    d. Key approval steps, like permitting, throughout the schedule.
    e. A schedule for procurement, if needed.
    f. Convincing projections that all PRO Housing funded projects will be completed by the end of the performance period.

You may include additional description of the schedule in other parts of the narrative exhibits to document project readiness, but must still provide a summary of the overall

Criterion	Max points = 100
timeline for all activities, including how they relate to each other within the PRO Housing program. 7. **Developer and program capacity (7 points)** HUD will carefully consider the technical capacity of developers to ensure that they can carry out PRO Housing project proposals in an efficient and timely manner. Developers must demonstrate capacity to carry out the proposed activities. HUD will consider the degree to which applicants demonstrate project management on the scale of the idea or proposal and capacity for meeting federal requirements and completing a project of this proposed size. ○ Name the developer(s) that will implement the proposed development project. ○ Describe the developer's capacities and credentials related to its role in implementing the project. ○ Describe their experience building projects of similar funding size, number of units, complexity, scope, and tenure. ○ Include examples of federally funded projects they completed of similar scope and size. ○ Describe their experience meeting the requirements of federal programs. ○ Describe their financial capacity to take on the proposed project. ○ If proposing rental projects, what is their capacity and experience with property management? Describe your experience and knowledge of the CDBG program. Explain your experience to manage cross cutting legal requirements, including regulatory and compliance requirements required for federal funds like environmental reviews, income targeting, property standards, and relocation requirements.	
Rating Factor 3: Capacity (Exhibit C)	5 max points
What capacity do you have? (5 points) HUD will carefully consider the technical and financial capacity of applicants to ensure that they can carry out PRO Housing project proposals in an efficient and timely manner while responsibly expending federal funds. Applicants must demonstrate clear capacity to manage Federal funds of this size and scope and to lead and carry out the proposed activities. • What is your experience managing	

Criterion	Max points = 100
federal grant funds? • What specific agency or entity within your organization will lead the management of a PRO Housing grant? Provide an organizational chart indicating where management of the PRO Housing grant will be placed. (If you are proposing to act as a pass-through entity by operating a subgrant program, you must address your grant management capacity and explain how you will evaluate a sub-applicant's capacity when they apply to your sub-grant program.) • Who are the key personnel that will manage the PRO Housing grant, and ensure that its implementation meets all federal, grant management, and financial requirements? Provide an organizational chart that identifies names and positions of key management of the PRO Housing grant. This chart can be provided as an attachment that does not count against the page limit. Include a description of your existing management structure and staff roles, addressing any gaps, vacancies, or positions contingent on award. If you are applying with a partner or partners, provide this information for each organization. • Describe how the agency or entity has the relevant project management, quality assurance, financial and procurement, and internal control capacity to manage Federal funding, coordinate with other funders, and quickly launch and implement a major project.	
Preference Points: Serving Opportunity Zones, Serving Rural Areas	4 Max Preference Points

Criterion	Max points = 100
HUD will offer preference points for proposing to use PRO Housing funding for projects in rural areas or inside Opportunity Zones (OZ). If you are applying for preference points, you must add to the end of Exhibit C a header called "Preference Points" followed by a narrative section that explains how your project satisfies the requirement(s) for the preference points you are seeking. If applicable, this section must also include data or maps to demonstrate the location in a rural area or OZ. This section is considered part of the narrative portion and will count towards the 25-page limit for narratives. To receive credit for preference points, your descriptions in this section must be consistent with the activities proposed in the rest of your narrative and must not contradict any previous statements about work in Opportunity Zones, or in rural areas in your application. Finally, you must address your specific work in an Opportunity Zone under subfactor 1.b. (Acute Need).	

reference Points	**Preference points awarde**
roposal includes work in one or ore rural areas.	2
roposal includes work within ne or more Opportunity Zones	2

You may voluntarily choose to address preference point policy initiatives in your application. Addressing these policy initiatives is not a requirement to apply for or receive an award. If you voluntarily choose to address a policy initiative in your application, you will be required to adhere to the information submitted with your application should you receive an award. The proposed information

Criterion	Max points = 100
will be included as a binding requirement of any Federal award you receive as a term and condition of that award.	

2. Policy Initiative Preference Points

This NOFO supports the following policy initiatives, for which a maximum of four (4) preference points may be awarded.

Preference points are added to your overall application score. You do not need to address the policy initiatives in this section to receive an award. If you choose to address a policy initiative in your application, you must adhere to the information with any award.

_____ Opportunity Zones

You may receive up to two (2) points, if your proposed activities are within an Opportunity Zone. To receive points, you must complete and submit form HUD-2996, Certification for Opportunity Zone Preference Points. If you expect to use less than 50% of the award in Opportunity Zones, you won't receive preference points. Exceptions may be made if your application justifies the lower percentage or demonstrates a significant impact within those zones.

Rural Areas: You may receive up to two (2) points if more than 50 percent of your proposed units are within a rural area. Rural areas are considered any area that is not part of a CDBG entitlement community. To receive points, you must clearly state the rural areas where your project(s) will be located and show that more than 50 percent of the expected units will be located in rural areas. You may reference the PRO Housing priority geography map. If you expect to use less than 50 percent of the award in rural areas, you won't receive preference points.

a. Budget

The panel will evaluate but not approve the budget. The panel will assess whether the budget aligns with planned program activities and objectives. Panel members will consider whether the budget and the requested performance period are fully justified and reasonable in relation to the proposed project.

The panel members will also review the budget for consistency throughout the narrative and with Form 424 CBW.

FY26 PRO Housing Certification of Consistency with the Consolidated Plan

You must ensure that the activities in your application are consistent with your local Consolidated Plan.

Criteria for Beneficiaries

Except as described in this NOFO and its appendices, statutory and regulatory provisions governing the CDBG program, including Title I of the Housing and Community Development Act of 1974 and 24 CFR part 570, shall apply to the use of these funds. For CDBG entitlement communities, non-entitlement local governments, multijurisdictional entities, and metropolitan planning organizations, regulatory provisions at 24 CFR part 570 subparts A, C, D, J, K, and O apply, as appropriate. For states, 24 CFR part 570 subpart I applies; however, Appendix IV.5.a.i of this NOFO waives the requirement for states to distribute funds through a method of distribution as is required for annual State CDBG funds.

C. Risk Review

Before making any awards, HUD will evaluate each applicant's likelihood of successfully carrying out the project. Here's what HUD looks at:

Past Performance:

- Government-wide performance data, as noted in 2 CFR 200.206(a)
- Public sources like news reports, Inspector General findings, Government Accountability Office reports, and complaints proven to have merit
- History of managing Federal awards (if applicable), including on-time reporting, meeting planned goals, and following previous award rules. And, the extent to which any previously awarded amounts will be expended prior to future awards
- Reports from past audits, including those performed under 2 CFR part 200, subpart F–Audit Requirements
- History of finishing activities on time and using any promised matching or leveraged funds

Organizational Health:

- Financial stability
- Quality of management systems and ability to meet the management standards in 2 CFR part 200
- Ability to follow all required laws and rules
- Capacity, including staffing structures and capabilities

Results:

- Ability to promote self-sufficiency and economic independence
- Number of people served or targeted for assistance

HUD may use the results of the risk review to make final funding decisions and/or set specific conditions on the award.

D. Selection Process

When making award funding decisions, HUD will consider:

- Threshold review results, including eligibility requirements.

- Merit review results.
- Risk review results.

To the extent allowed by law, HUD may also consider:

- The scope of the overall projected impact on the program and administrative goals and priorities in this NOFO.
- Reasonableness of the estimated costs to the government.
- The applicant's readiness to conduct the proposed work.
- Likelihood that the proposed project will result in the benefits expected.
- Broad range of recipients beyond recurrent recipients.
- Geographic dispersion.
- All else being equal, preference for applicants with lower indirect cost rates.
- Applicants with demonstrated success in implementing Gold Standard Science (applicable to research awards).
- Applicants with potential to produce immediate results and potential for longer-term, breakthrough results, based on the goals of this NOFO (applicable to research awards).

To the extent allowed by law, HUD may:

- Fund applications in whole or in part.
- Fund applications at a lower amount than requested.
- Choose to fund no applications under this NOFO.
- Withdraw an award offer and make an offer of funding to another eligible application, if terms and conditions are not finalized or met timely.
- Use additional funds made available after NOFO publication to either fully fund an application or fund additional applications.
- Correct HUD review and selection errors. If HUD commits an error that causes an applicant not to be selected, HUD may make an award to that applicant when and if funding is available.
- Release another NOFO, if funding is available and if HUD does not receive applications of merit.

HUD may reduce scores based on the past performance review. Whenever possible, HUD will obtain and review past performance information. If this review results in an adverse finding related to integrity of performance, HUD reserves the right to take any of the remedies provided in the Pre-Selection Review of Performance section of the *Eligibility Requirements for Applicants of HUD Financial Assistance Programs*.

Pursuant to section 4 of EO 14332 and the HUD Reform Act, senior appointees and/or their designees may exercise their independent judgement outside the merit review

recommendations and consistent with applicable law.

Additional information on Review and Selection Process

HUD's selection process is designed to ensure that grants are awarded to eligible applicants that submit the most meritorious applications. HUD will consider the information you submit by the application deadline date. After the application deadline date, HUD may not, consistent with its regulations in 24 CFR part 4, subpart B, consider any unsolicited information that you or any third party may want to provide. HUD may verify information provided in your application as needed by sending a written request for clarification. Responses to such inquiries will be required within two business days.

Application Screening.

1. Eligibility Criteria Screening. HUD will screen each application to determine if the Key Eligibility Criteria are met. If they are not met, the application will be deemed ineligible and will not receive further review. If they are met, HUD will screen the application to determine if it meets all threshold criteria (including screening for technical deficiencies).
2. Corrections to Deficient Applications - Cure Period. Corrections of technical deficiencies must be submitted by the due date and time specified in the curable deficiency notification from HUD. Examples of curable (correctable) technical deficiencies include, but are not limited to, inconsistencies in the funding request and failure to submit a signature and/or date on a certification and are addressed in Section IV.D of this NOFO.
3. Applications that will not be rated or ranked. HUD will not rate or rank applications that are deficient at the end of the cure period or that have not met the Threshold Requirements and such applications will not be eligible for funding.

Preliminary Rating and Ranking. Reviewers will rate each eligible application based solely on the rating factors described in Section V and assign a preliminary score for each rating factor and total score. HUD will then rank applications in score order.

Final Panel Review. A Final Review Panel will:

1. Review the Preliminary Rating and Ranking documentation to ensure any inconsistencies between preliminary reviewers are identified and rectified and to ensure the Preliminary Rating and Ranking documentation accurately reflects the contents of the application;
2. Assign a final score to each application and rank them in score order; and
3. Recommend for selection the most highly rated applications, subject to the amount of available funding.

Selection Considerations. HUD reserves the right to fund applications out of rank order to prioritize benefit to low- and moderate-income residents and to ensure geographic diversity. A total of 70 points or more is required to be considered for an award for either category of funding.

Tie Scores. If two or more applications have the same score and there are insufficient funds

to select all of them, HUD will select the application(s) with the highest score for the overall Need Rating Factors. If a tie remains, HUD will select the application(s) with the highest score for the overall Soundness of Approach Rating Factors, then overall Capacity Rating Factors.

E. Award Notices

If your application is successful, HUD will email an award notice to the authorized official representative from the SF-424. HUD will also notify unsuccessful applicants.

The award notice communicates the amount of the award, important dates, and the terms and conditions you need to follow. The notice may also include HUD-imposed award conditions as provided under 2 CFR 200.208.

You agree to the award terms and conditions by either drawing funds from HUD's payment system or signing the agreement with HUD. If you do not agree to the award terms and conditions, HUD may select another eligible applicant.

After HUD has made selections, HUD will finalize specific terms of the award and budget in consultation with the selected applicant. If HUD and the selected applicant do not finalize the terms and conditions of the award in a timely manner, or the selected applicant fails to provide requested information, an award will not be made to that applicant. In this case, HUD may select another eligible applicant. HUD may also impose specific conditions on an award as provided under 2 CFR 200.208.

Adjustments to Funding

To ensure the fair distribution of funds and enable the purposes or requirements of a specific program to be met, HUD reserves the right to fund less than the amount requested in an application.

a. HUD may fund no portion of an application that:

(1) Is ineligible for funding under applicable statutory or regulatory requirements;

(2) Fails, in whole or in part, to meet the requirements of this notice;

(3) Duplicates activities funded by other federal awards; or

(4) Duplicates activities funded in a prior year.

b. HUD may adjust the funding for an application to ensure funding diversity, alignment with Administration priorities, and, to the best extent practicable, geographic distribution.

c. If an applicant turns down an award offer or does not sign the grant agreement, or if HUD and an applicant do not finalize the terms and conditions of the award in a timely manner, HUD may withdraw the award offer and make an offer of funding to another eligible application.

d. If funds remain after all selections have been made, remaining funds may be made available within the current fiscal year for other competitions within the program area or be held for future competitions (if allowable in accordance with the applicable appropriation or authorizing statute), or be used as otherwise provided by authorizing statute or appropriation.

e. After announcement of awards made under the current NOFO, HUD may, in accordance with an appropriation, use the additional funds to provide additional funding to an applicant awarded less than the requested amount of funds to make the full award, and/or to fund additional applicants that were eligible to receive an award but for which there were no funds available.

Funding Errors

If HUD commits an error that when corrected would cause selection of an applicant during the funding round of a Program NOFO, HUD may select that applicant for funding, subject to the availability of funds. If funding is not available to award in the current fiscal year, HUD may make an award to this applicant during the next fiscal year, if funding is available.

VI. SUBMISSION REQUIREMENTS AND DEADLINES

VI. Submissions Requirements and Deadlines

A. Deadlines

B. Submission Methods

C. Other Submissions

D. False Statements

TABLE OF CONTENTS

VI. SUBMISSION REQUIREMENTS AND DEADLINES

You must apply electronically, unless you qualify to submit a paper application. See Find the Application Package to make sure you have everything you need to apply online.

Make sure you are current with SAM.gov and UEI requirements before applying for the award. See the Before You Begin section of this NOFO.

A. Deadlines

1. Application submission deadline:

The application deadline is 11:59:59 PM Eastern time on:

08/03/2026

HUD must receive your application by the deadline. Applications received after the deadline are late. Late applications are not eligible for HUD funding.

If HUD receives more than one application from you, HUD will review only the last submission.

HUD may extend an application due date based on emergency situations such as Presidentially-declared natural disasters. An improper or expired registration and password issues are not causes to allow HUD to accept applications after the deadline date.

"Received by Grants.gov" means the applicant received a confirmation of receipt and an application tracking number from Grants.gov. Grants.gov then assigns an application tracking number and date-and timestamp each application upon successful receipt by the Grants.gov system. A submission attempt not resulting in confirmation of receipt and an application tracking number is not considered received by Grants.gov.

Applications received by Grants.gov must be validated by Grants.gov to be received by HUD.

"Validated by Grants.gov" means the application has been accepted and was not rejected with errors. You can track the status of your application by logging into Grants.gov, selecting "Applicants" from the top navigation, and selecting "Track my application" from the dropdown list. If the application status is "rejected with errors," you must correct the error(s) and resubmit the application before the 24-hour grace period ends. Applications in "rejected with errors" status after the 24-hour grace period expires will not be received by HUD. Visit Grants.gov for a complete description of processing steps after applying.

HUD strongly recommends you submit your applications at least 48 hours before the deadline and during regular business hours to allow enough time to correct errors or overcome other problems. HUD cannot grant extensions for applications that are late, even if the grantee is in the process of submitting when the deadline passes, but has not completed submission when the deadline passes.

2. Grace Period for Grants.gov Submissions

If Grants.gov rejects your application before the deadline, you have up to 24 hours after the application deadline to correct and resubmit your application. Any application submitted during the grace period but not received and validated by Grants.gov will not be considered

for funding. There is no grace period for paper applications.

3. Grants.gov Customer Support

Grants.gov provides customer support information on its website at Grants.gov/support If you have difficulty accessing the application and instructions or have technical problems, contact Grants.gov customer support center by calling (800) 518-GRANTS (this is a toll-free number) or by sending an email to support@grants.gov. The customer support center is open 24 hours a day, seven days per week, except Federal holidays. Individuals who are deaf or hard of hearing, or who have speech and other communication disabilities may use a relay service to reach Grants.gov Customer Support. To learn more about how to make an accessible telephone call, visit the webpage for Federal Communications Commission.

4. Grants.gov Application Submission

You can verify the contents of your submitted application to confirm Grants.gov received everything you intended to submit. To verify the contents of your submitted application:

- Log in to Grants.gov.
- Click the Check Application Status link, which appears under the Grant Applications heading in the Applicant Center page. This will take you to the Check Application Status page.
- Enter search criteria and a date range to narrow your search results.
- Click the Search button. To review your search results in Microsoft Excel, click the Export Data button.
- Review the Status column. To view more detailed submission information, click the Details link in the Actions column.
- To download the submitted application, click the Download link in the Actions column.

Take note of the Grants.gov tracking number, as it is needed by the Grants.gov customer support center should you seek their assistance.

HUD may extend the application deadline for any program if Grants.gov is offline or not available to applicants for at least 24 hours immediately prior to the deadline date, or the system is down for 24 hours or longer and impacts the ability of applicants to cure a submission deficiency within the grace period.

HUD may also extend the application deadline upon request if there is a presidentially declared disaster in the applicant's area.

If these events occur, HUD will post a notice on its website establishing the new, extended deadline for the affected applicants. HUD will also publish the extension on Grants.gov.

In determining whether to grant a request for an extension based on a presidentially declared disaster, HUD will consider the totality of the circumstances including the date of an applicant's extension request (how closely it followed the basis for the extension), whether other applicants in the geographic area are similarly affected by the disaster, and how quickly power or services are restored to enable the applicant to submit its application.

NOTE: Busy servers, slow processing, large file sizes, improper registration or password

issues are not valid circumstances to extend the deadline dates or the grace period.

5. Amending or Resubmitting an Application

Before the submission deadline, you may amend a validated application through Grants.gov by resubmitting a revised application containing the new or changed material. The resubmitted application must be received and validated by Grants.gov by the applicable deadline.

If HUD receives an original and a revised application for a single proposal, HUD will evaluate only the last submission received by Grants.gov before the deadline.

6. **Late Applications**

An application received after the NOFO deadline date that does not meet the Grace Period requirements will be marked late and will not be reviewed by HUD for funding consideration. Improper or expired registration and password issues are not sufficient causes to allow HUD to accept applications after the deadline date.

HUD cannot grant extensions for applications that are late, even if the grantee is in the process of submitting when the deadline passes, but has not completed submission when the deadline passes.

7. **Corrections to Deficient Applications**

HUD will not consider information from applicants after the application deadline except for curable deficiencies.

HUD will uniformly notify applicants of each curable deficiency. See curable deficiency, also referred to as technical deficiency, definition in Appendix I.2 of this NOFO. Examples of curable (correctable) deficiencies include inconsistencies in the funding request and failure to submit required certifications. These examples are non-exhaustive.

When HUD identifies a technical deficiency, HUD will notify the authorized organization representative identified on the SF-424 Application for Federal Assistance via email. This email is the official notification of a curable deficiency. Directions for resolving technical errors is found in Sections IV.D adn VI.C.2 of this NOFO.

8. Authoritative Versions of HUD NOFOs

The version of this NOFO posted on Grants.gov includes the official documents HUD uses to solicit applications.

9. Exemptions

Parties that believe the requirements of the NOFO would impose a substantial burden on the exercise of their religion should seek an exemption under the Religious Freedom Restoration Act (RFRA).

B. Submission Methods

1. Electronic Submission

You must register and submit your application through Grants.gov. See Before You Begin.

For instructions on how to submit in Grants.gov, see the Quick Start Guide for Applicants.

Make sure that your application passes the Grants.gov validation checks or we may not get it.

Grants.gov will record the date and time of your application submission. HUD will use this information to determine timely applications.

Need Help? See the Contact and Support section of this NOFO.

2. Electronic Submission Application Waiver

You may request a waiver from the requirement to submit your application electronically. The request must show good cause and detail why you are technologically unable to submit electronically. An example of good cause may include: a valid power or internet service disruption in the area of your business office. Lack of SAM.gov registration is not good cause.

Use the information in the Contact and Support section of this NOFO to submit a written request to HUD. You must **submit your waiver request at least 15 calendar days before the application deadline**.

C. Other Submission Information

1. Intergovernmental Review

This NOFO is not subject to Executive Order 12372. No action is needed.

2. Technical Application Errors

HUD will contact you to fix a technical error with your timely application after the due date. Use the following submission requirements to respond to HUD's notice.

a. Fix Errors in Electronic Applications

To fix an error in response to a HUD notice, you must email the corrections to HUD at applicationsupport@hud.gov. The subject line of the email to applicationsupport@hud.gov must state "Technical Fix" and include the Grants.gov application tracking number (e.g., Subject: Technical Fix - GRANT123456). If you do not email applicationsupport@hud.gov or if you do not include the appropriate subject line, HUD may mark your application as ineligible.

The HUD notice will allow between 48 hours and 14 calendar days from the date of the HUD notice to fix an error. If the due date to fix an error falls on a Saturday, Sunday, Federal holiday, or on a day when HUD's Headquarters is closed, then the due date moves to the next business day.

The start of the cure period will be the date stamp on the email sent from HUD.

To minimize errors, your email containing the requested corrections must also be sent to the HUD representative that contacted you, and you must follow any additional directions contained in their initial message notifying you of the error.

b. Fix Errors in Paper Applications

You must fix an error in your paper application, in accordance with HUD's notice. If your paper application includes an incorrect UEI, HUD will request you supply the correct UEI.

D. False Statements

By submitting an application, you acknowledge your understanding that providing false or misleading information on your application, or during any part of the performance phase of an award, can lead to serious consequences. Those consequences include but are not limited to: fines, repayment, restitution, prison time, termination of any HUD award, and being banned from receiving any future HUD award and doing business with the federal government (18 USC 1001, 18 USC 1012, 18 USC 1010, 18 USC 1014, 18 USC 287, 31 USC 3729 et seq., 31 USC 3801-3812, FAR Part 9.4, 2 CFR Part 180, other remedies in your HUD award).

VII. POST - AWARD REQUIREMENTS AND ADMINISTRATION

VII. Post-Award Requirements and Administration

A. Administrative, National and Departmental Policy Requirements and General Terms and Conditions

B. Environmental Requirements

C. Remedies for Noncompliance

D. Reporting

TABLE OF CONTENTS

VII. POST-AWARD REQUIREMENTS AND ADMINISTRATION

A. Administrative, National and Departmental Policy Requirements, and General Terms and Conditions

You must follow the applicable provisions in the Administrative, National & Departmental Policy Requirements and Terms for HUD Financial Assistance – 2026:

Administrative

1. Build America, Buy America (BABA) (Sections 70901-52 of Public Law 117-58; 41 U.S.C. 8301 et seq; and 2 CFR Part 184)

2. Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. § 4601 et seq.; 49 CFR part 24; and applicable program regulations)

3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200)

4. HUD requirements related to safeguarding resident/client files consistent with 2 CFR 200.303(e)

5. The Federal Funding Accountability and Transparency Act (FFATA) (2 CFR part 170)

6. Eminent Domain

7. Participation in HUD-Sponsored Program Evaluation (12 U.S.C. 1701z-1; 12 U.S.C. 1702z-2; 24 CFR part 60; and FR-6278-N-01)

8. The Freedom of Information Act (FOIA) (5 U.S.C. § 552(b) and 24 CFR 15.107(b))

9. Presidential Executive Actions affecting federal financial assistance programs

- Executive Order (EO) 14332 (*Improving Oversight of Federal Grantmaking*)
- EO 14303 (*Restoring Gold Standard Science*)
- EO 14219 (*Ensuring Lawful Governance and Implementing the President's "Department of Government Efficiency" Deregulatory Initiative*);
- EO 14218 (*Ending Taxpayer Subsidization of Open Borders*);
- EO 14202 (*Eradicating Anti-Christian Bias*);
- EO 14205 (*Establishment of the White House Faith Office*)
- EO 14182 (*Enforcing the Hyde Amendment*);
- EO 14173 (*Ending Illegal Discrimination and Restoring Merit-Based Opportunity*);
- EO 14168 (*Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*)
- EO 14151 (*Ending Radical and Wasteful Government DEI Programs and Preferencing*); and

- EO 14148 (*Initial Rescissions of Harmful Executive Orders and Actions*)

Civil Rights and Other Protections

10. The Fair Housing Act (42 U.S.C. 3601-3619) and Civil Rights laws (24 CFR 5.105(a))

11. Affirmatively Furthering Fair Housing (AFFH) requirements (42 U.S.C. § 3608(e)(5) and 24 CFR 5.150 et seq)

12. Economic Opportunities for Low-and Very Low-income Persons (12 U.S.C. § 1701u and 24 CFR part 75)

13. Compliance with Immigration Requirements (8 U.S.C. § 1601-1646; 8 U.S.C. § 1324a ("Unlawful employment of aliens"); and Executive Order 14218, *Ending Taxpayer Subsidization of Open Borders*)

14. Accessible Technology requirements (29 U.S.C. § 794d; 29 U.S.C. 794; and 42 U.S.C. 12131-12165 and implementing regulations at 36 CFR part 1194 (Section 508 regulations), 24 CFR § 8.6 (Section 504 effective communication regulations), 28 CFR part 35, subpart H (DOJ Web Access Rule), and 28 CFR part 35, subpart E (DOJ's Title II communications regulations))

15. Ensuring, when possible, the consideration of small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms consistent with 2 CFR 200.321

16. Equal Participation of Faith-based Organizations in HUD Programs and Activities consistent with 42 U.S.C. 2000bb et seq.; 24 CFR 5.109; Executive Order (EO) 14202, *Eradicating Anti-Christian Bias;* and EO 14205, *Establishment of the White House Faith Office*

17. Accessibility for Persons with Disabilities requirements (29 U.S.C. § 794 and implementing regulations at 24 CFR parts 8 and 100; 28 CFR part 35)

18. Applicable Violence Against Women Act (VAWA) requirements in the Housing Chapter of VAWA (34 U.S.C. § 12491-12496); 24 CFR part 5, subpart L; and program-specific regulations

19. Trafficking in persons (Section 106(g) of the Trafficking Victims Protections Act of 2000 (TVPA), as amended 22 U.S.C. § 7104(g) and implementing regulations at 2 CFR part 175)

Environmental

20. Environmental requirements that apply in accordance with 24 CFR part 50 or part 58; 42 U.S.C. 4321 et seq.

Business Integrity

21. Conducting Business in Accordance with Ethical Standards (Code of Conduct), including 2 CFR 200.317, 2 CFR 200.318(c), and other applicable conflicts of interest requirements

22. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (41 U.S.C. § 3901 and 2 CFR 200.216)

23. Waste, Fraud, Abuse, and Whistleblower Protections (41 U.S.C. § 4712)

24. Drug-Free Workplace (2 CFR part 2429)

In addition, if any part or provision of the award agreement or terms of this NOFO are enjoined or held to be void or unenforceable in any jurisdiction, they shall be ineffective as to such jurisdiction and only to the extent of such prohibition or enjoinment and shall not invalidate or affect the legality or enforceability of the remaining provisions and applications of the Agreement and Notice. In the event the enjoinment of such provisions is stayed, dissolved, or reversed, the full terms of the award agreement and NOFO, including such provisions, will automatically become effective. This clause is self-executing and will become effective, binding, and enforceable automatically upon issuance of this NOFO.

B. Environmental Requirements

1. Environmental Review

You must follow these environmental review requirements, including regulations at:

24 CFR part 50

24 CFR part 58

- Activities under this NOFO are subject to environmental review by a Responsible Entity (as defined by 24 CFR 58.2(a)(7)) under HUD regulations at 24 CFR part 58 or by HUD under 24 CFR part 50. Each Applicant under this NOFO must work with their Responsible Entity under part 58, or HUD under part 50, to complete an environmental review for any awarded funds. As part of the environmental review process, the effect of a proposed project on people and the natural environment within a designated project area must be evaluated. This includes compliance with the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. 4321 and all applicable related federal environmental authorities.
- For activities under a grant to an entity not included in the definition of recipient at 24 CFR 58.2(a)(5), such as a nonprofit or quasi-governmental entity, HUD will perform the environmental review under the provisions of 24 CFR part 50.
- Irrespective of whether the Responsible Entity, in accordance with 24 CFR part 58, or HUD, in accordance with 24 CFR part 50, performs the environmental review, the grant recipient must supply all available, relevant information necessary for the Responsible Entity (or HUD, if applicable) to perform an environmental review for each activity, including information for each property when applicable. The Project Grant Recipient also must carry out any mitigation measures required by the Responsible Entity (or HUD, if applicable) or select an alternative project site.
- The recipient, its project partners, and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this NOFO, or commit or expend HUD or non-HUD funds for such eligible activities under this NOFO, until the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58 and if applicable, the environmental certification and Request for Release of Funds and Certification (RROF) have been approved or HUD has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the activity. HUD will not release grant

funds if the recipient or any other party commits grant funds (i.e., it incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

- Reasonable expenses incurred for compliance with these environmental requirements are eligible expenses under this NOFO.

Please email CDBG-PROHousing@HUD.gov with any environmental review questions.

2. NOFO Impact Determination Related to the Environment

This NOFO has no significant impact related to the environment. HUD has made a Finding of No Significant Impact (FONSI) as required by HUD regulations at 24 CFR part 50, which implement section 102(2)(C) of the National Environmental Policy Act of 1969 (42 USC § 4332(2)(c)). To learn more about this FONSI, go to HUD's Funding Opportunities web page.

3. Lead-Based Paint Requirements

You must follow the lead-based paint rules below if you fund any work on pre-1978 housing. This includes buying, leasing, support services, operating, or work that disturbs painted surfaces.

- HUD's rules (Lead Disclosure Rule; and Lead Safe Housing Rule).
- EPA's rules (Renovation, Repair and Painting Rule, and Lead Abatement, Inspection and Risk Assessment Rule).

C. Remedies for Noncompliance

HUD may terminate all or a part of your award as described under 2 CFR 200.340 through 200.343 pursuant to the terms and conditions of your award, including, to the extent authorized by law:

- if an award no longer effectuates the program goals or agency priorities; or
- in the case of a partial termination, if HUD determines that the remaining portion of the award will not accomplish the purposes for which the HUD award was made.

HUD may also impose specific conditions on your award or take other remedies as described by 2 CFR 200.339 through 200.343, if you do not comply with your award terms and conditions.

Corrective and remedial actions. To expedite the use of these fund, and to ensure compliance with the requirements of the Appropriations Act, HUD is waiving 42 U.S.C. 5304(e) of the HCD Act to the extent necessary to impose the following alternative requirement: HUD may undertake corrective and remedial actions for States in accordance with the authorities applicable to entitlement grantees in subpart O (including corrective and remedial actions in 24 CFR 570.910, 570.911, and 570.913) or under subpart I of the CDBG regulations at 24 CFR part 570. Before determining appropriate corrective actions, HUD will notify the grantee of the procedures applicable to its review. As in the annual CDBG program, in accordance with 24 CFR 570.300, the policies and procedures set forth in subpart O will apply to local governments receiving direct grants from HUD.

Reduction, withdrawal, or adjustment of a grant or other appropriate action. Prior to a

reduction, withdrawal, or adjustment of a grant or other appropriate action taken pursuant to this section, the recipient shall be notified of such proposed action and given an opportunity within a prescribed time period for an informal consultation. Consistent with the procedures described in this NOFO, the Secretary may adjust, reduce, or withdraw the grant or take other actions as appropriate, except that funds already expended on eligible approved activities shall not be recaptured.

D. Reporting

HUD requires recipients to submit performance, financial, and program reports as outlined below. You must comply with these reporting requirements to remain eligible for HUD funding. See Section VII.C. of this NOFO.
Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools for all records pertinent to the Federal award. Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its Subrecipients) using these new tools when they are released and to satisfy occasional requests for records pertinent to the federal award, consistent with the requirements for recordkeeping, access to records, and reporting laid out in 2 CFR part 200, which may be amended from time to time. HUD will work with the Recipient to support its transition to the new reporting tools. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring additional or more detailed financial reports, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law.

Report	Description	When
Federal Funding Accountability and Transparency Act (FFATA)	• Awards equal to or greater than $30,000 • Data on executive compensation and first-tier subawards • See Public Law 109-282 and 2 CFR part 170 • HUD reports initial prime recipient data to usaspending.gov • Submit via SAM.gov	See 2 CFR Appendix A to Part 170(a)(2)(ii)
Reporting on Recipient Integrity and Performance Matters	• Total value of all current Federal awards exceeds $10,000,000 for any period of time	See 2 CFR Appendix-XII to Part 200 I.(d)

Report	Description	When
	during the period of performance of this Federal award • See Appendix XII to 2 CFR 200 • Submit via SAM.gov	
Progress Report	• Summary of progress status • Work to be performed during the next reporting period • Any anticipated risks and plans to mitigate those risks	Grantees will be required to submit a progress report on a quarterly basis throughout the grant term through HUD-provided templates and HUD's Disaster Recovery Grant Reporting (DRGR) System
Federal Financial Report, SF-425	• Summary of key financial data • See 2 CFR 200.328	See 2 CFR 200.328 or award terms
Race, Ethnicity, and Other Data Reporting	Recipients that provide HUD-funded program benefits to individuals or families, report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households funded by this program	As requested by HUD

E. Program Specific Requirements

a. Use of Disaster Recovery Grant Reporting (DRGR) system. HUD must require all grantees under this NOFO to report to HUD using DRGR.

1. Completion of quarterly expenditure reports is mandatory for all grantees. Performance reports are required annually from all grantees. Failure to provide these reports within the required timeframe will result in corrective actions up to and including suspension of grant funds until the report is submitted and approved by HUD.
2. All grantees will be held to the milestones in the program schedule, as approved by HUD. Adjustments to the schedule may be made by the grantee only with prior HUD

approval. All obligations of funds by the grantee or a partner must be recorded as obligations in DRGR on at least a quarterly basis.

b. Closeout. HUD will close out PRO Housing grants in accordance with Appendix IV.

c. To the extent that administrative requirements conflict with the requirements in Appendix IV, the requirements in Appendix IV will apply.

d. Limited English Proficiency (LEP). Applicants and Partners must take reasonable steps to provide meaningful language access to persons with LEP with regard to any program, activity, or service funded under this NOFO pursuant to Title VI of the Civil Rights Act of 1964 and Executive Order 13166. Applicants and recipients should consult the Final Guidance to Federal Financial Assistance Recipients Regarding Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons published on January 22, 2007, in the Federal Register (72 FR 2732).

e. **Physical Accessibility**. Note that all meetings open to the public must be held in facilities that are physically accessible to persons with disabilities. Where physical accessibility is not achievable, Applicants and Partners must give priority to alternative methods of product or information delivery that that are accessible to and usable by individuals with disabilities and offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate in accordance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.§ 794) and HUD's implementing regulations for Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.§ 794) at 24 CFR part 8, Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12134) and the implementing regulations at 28 CFR part 35, and all other applicable laws and regulations. In addition, all notices of and communications during all training sessions and public meetings shall be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities and provide persons with disabilities with reasonable accommodations to ensure their equal and full participation as consistent with Section 504 of the Rehabilitation Act of 1973 and HUD's Section 504 regulations (See 24 CFR Section 8.6 and Section 8) and Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12134) and the implementing regulations at 28 CFR part 35 (See 28 CFR part 35, subpart E and 28 CFR § 35.130(b)(7).

Pursuant to Section 504, covered multifamily housing projects that include substantial alterations to housing or include new construction of housing must comply with the Uniform Federal Accessibility Standards and the 2010 ADA Standards for Accessible Design with exceptions as detailed in HUD's Notice titled Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities ("HUD's Deeming Notice"), which is available at 79 Fed. Reg. 29,671 (May 23, 2014). Under the Fair Housing Act, all new construction of covered multifamily dwellings and rehabilitation that results in a covered multifamily dwelling must contain certain features of accessible and adaptable design that comply with the design and construction requirements at 42 U.S.C. § 3604(f)(3)(C). This requirement is in addition to other accessibility requirements, which may be required by federal, state, or local law.

VIII. CONTACT AND SUPPORT

VIII. Contact and Support

A. Agency Contact

B. Grants.gov

C. Sam.gov

D. Debriefing

E. Applicant Experience Survey

F. Other Online Resources

TABLE OF CONTENTS

VIII. CONTACT AND SUPPORT

Individuals who are deaf or hard of hearing, as well as individuals who have speech or communication disabilities may use a relay service. To learn more about how to make an accessible telephone call, visit the webpage for the Federal Communications Commission.

A. Agency Contact

1. Program and Application Requirements

Name: B. Cory Schwartz

Phone: 202-402-4105

Email: CDBG-PROHousing@hud.gov

Note: HUD's assistance is limited by the standards at 24 CFR 4.26.

2. Paper Application Waiver Request

Name: Cory Schwartz

Email: CDBG-PROHousing@hud.gov

Phone: 202-402-4105

HUD Organization: Community Planning and Development / Office of Block Grant Assistance

Street: 451 7th Street SW, Suite 7282

City: Washington

DC DISTRICT OF COLUMBIA

20410

HUD Reform Act. HUD is prohibited from disclosing covered selection information during the selection process. The selection process includes NOFO development and publication, and concludes with the announcement of selected recipients of financial assistance. HUD will not assist you with completing your application.

B. Grants.gov

Grants.gov provides 24/7 support. You can call 800-518-4726 or email support@grants.gov. Hold on to your ticket number.

C. SAM.gov

If you need help, you can call 866-606-8220 or live chat with the Federal Service Desk.

D. Debriefing

After public announcement of awards, HUD will debrief you on your application upon your written request. Submit your written request to the agency contact for program and application requirements in this NOFO. HUD may limit the information provided to protect the integrity of the competition.

E. Applicant Experience Survey

You are encouraged to provide feedback on your application experience by completing our Applicant Experience Survey. Your feedback is optional; you are not required to provide personal information. HUD may use your feedback to improve future NOFOs. Your feedback has no impact on funding decisions.

F. Other Online Resources

You are encouraged to review the online resources to learn background on some of the NOFO requirements.

APPENDIX

Appendix

Appendix I Definitions

TABLE OF CONTENTS

APPENDIX

Appendix I. Definitions

1. Standard Definitions

For standard definitions not listed below, refer to 2 CFR 200.1.

Affirmatively Furthering Fair Housing (AFFH) - statutory obligation to affirmatively further the purposes and policies of the Fair Housing Act (see also 24 CFR 5.151, as amended by 90 FR 11020).

Authorized Organization Representative (AOR) is the person with legal authority to: give assurances, make commitments, submit your application, and enter into agreements with HUD. They also have special permissions to act on behalf of their organization within the Grants.gov system.

Consolidated Plan has the same meaning as defined at 24 CFR part 91.

E-Business Point of Contact (E-Biz POC) is defined at Grants.gov.

Eligibility requirements are mandatory requirements for an application to be considered for funding.

Grants.gov is the website serving as the Federal government's central portal for searching and applying for federal financial assistance.

Minority-Serving Institutions (MSIs) are

(1) an HBCU as defined in 20 U.S.C. § 1061(2)and included on this list of accredited HBCUs;

(2) a Hispanic-serving institution (as defined in 20 U.S.C. § 1101a(5));

(3) a Tribal College or University (as defined in 20 U.S.C. § 1059c(b)(3));

(4) an Alaska Native-serving institution or a Native Hawaiian-serving institution (as defined in 20 U.S.C. § 1059d(b));

(5) a Predominantly Black Institution (as defined in 20 U.S.C. § 1059e(b)(6));

(6) an Asian American and Native American Pacific Islander-serving institution (as defined in 20 U.S.C. § 1059g(b)(2)); or

(7) a Native American-serving nontribal institution (as defined in 20 U.S.C. § 1059f(b)(2)).

Opportunity Zone (OZs) are defined in 26 U.S.C. 1400Z-1. In general, OZs are census tracts located in low-income communities where new investments, under certain conditions, may be eligible for preferential tax treatment.

Primary Point of Contact (PPOC) is the person HUD may contact with questions about the application submitted. The PPOC is listed in item 8F on the SF-424.

Small business is defined as a privately-owned corporation, partnership, or sole proprietorship that has fewer employees and less annual revenue than regular-sized business. The definition of "small"–in terms of being able to apply for government support and qualify for preferential tax policy–varies by country and industry. The U.S. Small Business

Administration defines a small business according to a set of standards based on specific industries. See 13 CFR part 121.

System for Award Management (SAM) has the same meaning as in 2 CFR 25.100(b).

Threshold Requirements are eligibility requirements you must meet before HUD rates your application for funding.

Unique Entity Identifier (UEI) has the same meaning as in 2 CFR 25.100(a).

2. Program Definitions.

For the purposes of the PRO Housing program, the following definitions of key terms apply. As needed, other definitions related to specific thresholds and rating factors will be provided in those sections of the NOFO. All definitions in Section 102 of the Housing and Community Development Act of 1974 (42 U.S.C. 5302) and in 24 CFR 570.3 apply except as indicated below.

Affordability, as it applies to housing costs, are those which do not overburden LMI households to the point of being unable to afford other necessities and non-housing expenses. HUD defines this as costs including utilities and fees, for which the LMI household/occupant is paying no more than 30 percent of gross income. Additional affordability requirements applicable to this NOFO can be found in Appendix IV and Section III.G.3 of this NOFO.

Affordable Housing. HUD will expect any rating factor responses relying on a definition of affordable housing to apply, at a minimum, the HOME program standards to affordable housing as defined in 24 CFR 92.252(a), (e), and (f) for rental housing and 24 CFR 92.254 (a)(1)-(4) for homeownership.

Change of Use occurs when the use of real property acquired or improved in whole or in part with PRO Housing funds and owned by a grantee or subrecipient is changed from its planned use when the grant agreement was executed. If a change of use occurs that does not comply with the requirements for the use of PRO Housing funding, the grantee must repay the PRO Housing grant. State grantees should review 24 CFR 570.489(j), and entitlement and all other grantees should review 24 CFR 570.505 and 24 CFR 570.503(b)(7).

Deficiency, with respect to the making of an application for funding, is information missing or omitted within a submitted application. Examples of deficiencies include missing documents, missing or incomplete information on a form, or some other type of unsatisfied information requirement. Depending on specific criteria, a deficiency may be either Curable or Non-Curable. *This is the same as a Technical Application Error or a Technical Deficiency*.

A Curable Deficiency is missing or incomplete application information that may be corrected by the applicant with timely action. To be curable, the deficiency must:

- Not influence how an applicant is ranked or scored versus other applicants; and
- Be remedied within the time frame specified in the notice of deficiency.

A Non-Curable Deficiency is missing or incomplete application information that cannot be corrected by an applicant after the submission deadline. A non-curable deficiency is a deficiency that, if corrected, would affect an applicant's score or rank versus other

applicants. If an application includes a non-curable deficiency, the application may receive an ineligible determination, or the non-curable deficiency may otherwise adversely affect the application's score and final funding determination.

Leverage For the purposes of this NOFO, leverage is a federal or non-federal elective contribution that may be either financial or non-financial, and that is firmly committed to address activities described in an applicant's PRO Housing application.

Local government or unit of general local government (UGLG) shall have the same meaning as "unit of general local government" in Section 102(a)(1) of the Housing and Community Development Act of 1974: The term "unit of general local government" means any city, county, town, township, parish, village, or other general purpose political subdivision of a state; Guam, the Northern Mariana Islands, the Virgin Islands, and American Samoa, or a general purpose political subdivision thereof; a combination of such political subdivisions that, except as provided in Section 5306(d)(4) of this title, is recognized by the Secretary; the District of Columbia; and the Trust Territory of the Pacific Islands. This term "local government" includes entitlement CDBG grantees and non-entitlement communities.

Metropolitan Planning Organization (MPO) shall have the same meaning as defined in Section 8 of the Federal Transit Act of 1991 at 23 U.S.C. 134(b).

Multijurisdictional entity refers to any association of local governments or public agencies which are bound by collective agreement (such as a memorandum of understanding, joint powers authority, interstate compact, or the like), such that HUD determines that the entity is authorized and has administrative capability to carry out the activities under this NOFO on behalf of its member jurisdiction(s).

Planning Activities Consists of all costs of data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans.

Rehabilitation The labor, materials, tools, and other costs of improving buildings, other than minor or routine repairs.

Residential Antidisplacement and Relocation Assistance Plan (RARAP) refers to section 104(d) of the HCD Act [42 U.S.C. 5304(d)] and its implementing regulations at 24 CFR 42.325 which require the RARAP to indicate the steps that will be taken to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities, to provide for relocation assistance in accordance with 24 CFR 42.350, and to provide one-for-one replacement units to the extent required by 24 CFR 42.375.

Rural Area: For the purposes of this NOFO, any area outside of a CDBG designated entitlement community. This includes areas that are not currently CDBG entitlement grantees, who have refused participation in the CDBG program.

State government shall have the same meaning as "State" in section 102(a)(2) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302)

Uniform Relocation and Real Properties Acquisition Policies Act of 1970, as amended (URA) and its implementing regulations at 49 CFR part 24 establish minimum requirements for the acquisition of real property and the displacement of persons from their homes,

businesses, or farms as a direct result of acquisition, rehabilitation, or demolition for federally assisted programs and projects.

Appendix II: Waiver Requests

Introduction

This attachment provides instructions for seeking waivers of the program requirements applicable to funds under Public Law 119-75 and described in the PRO Housing NOFO.

Waiver requests necessary to carry out an activity described in an application must be submitted with that application. However, changes to a project's funding structure or design may require a change in the proposed CDBG-eligible activity or a modification to a waiver or alternative requirement previously requested. Therefore, applicants may submit waiver requests, and if necessary, requests to modify previous waiver requests.

HUD may, during review of an application or during the post-review negotiation process, determine that the Applicant would require an additional waiver for the proposed project, or find that additional information is needed to make a determination regarding a submitted waiver request. In these cases, HUD may contact any Applicant at any time prior to award announcement to explain the issue and request that the Applicant submit a waiver request for consideration or additional information to support a previous request.

Waiver and Alternative Requirement Categories

Public Law 119-75 authorizes the Secretary of HUD to "waive or specify alternative requirements for any provision of such title I of the [Housing and Community Development Act of 1974, as amended] except for requirements related to fair housing, nondiscrimination, labor standards, the environment, and requirements that activities benefit persons of low- and moderate-income" if the Secretary finds that such waivers or alternative requirements "are necessary to expedite or facilitate the use" of PRO Housing funds.

Grantees are cautioned that all waiver requests may not be approved, and that HUD may impose additional alternative requirements when granting a waiver. Waiver requests shall be submitted to HUD at the following e-mail address: CDBG-PROHousing@hud.gov, with Waiver Request on the subject line of the email.

To request a waiver of eligibility or administrative requirements, applicants must submit a written request that includes: the requirement to be waived, and if applicable, alternative requirement to be added (meaning how the current requirement should be altered); a detailed statement of how the request is necessary to identify and remove barriers to affordable housing production and preservation; the demographics of the population to be assisted; and a statement of alternative approaches considered to eliminate the need for a waiver.

Eligibility and Administrative Waivers

All applicants must demonstrate that PRO Housing funds will be used for a CDBG-eligible activity (for States, the activities described at 42 U.S.C. § 5305(a); for entitlement CDBG grantees, multijurisdictional entities, and metropolitan planning organizations, the activities described in 24 CFR part 570, subpart C) or an activity eligible under a waiver and alternative requirement. When necessary to expedite or facilitate the use of funds, the Secretary may

grant waivers to add or modify an eligible activity. Waivers to add new eligible activities are rare, generally because the list of existing eligible activities is extensive and able to accommodate proposals to identify and remove barriers to affordable housing productions and preservation.

Grantees may also request a waiver of other regulations that the Secretary administers in connection with the obligation by the Secretary or the use by the recipient of these funds (except for statutory requirements related to fair housing, nondiscrimination, labor standards, the environment, and the low- and moderate-income national objective).

National Objective Waivers

All PRO Housing activities are required to meet a national objective. HUD will not consider waiver requests that seek to waive a national objective entirely. Although exceedingly rare, HUD may consider a regulatory waiver request to impose an alternative requirement modifying an existing national objective requirement.

For example, 24 CFR 570.208(a)(1)(i) requires that for activities that serve all the residents in a particular area, at least 51 percent of whom are low- and moderate-income persons, an area that is not primarily residential in character shall not qualify. Most activities that meet this requirement are smaller activities with focused geographic service areas that are easy to document as "primarily residential." For large cities, urban counties, and states, documenting that the entire jurisdiction is "primarily residential" is difficult or impossible. Therefore, applicants may request that HUD waive the requirement that the service area be "primarily residential" in order for the applicant to carry out an activity that benefits its entire jurisdiction. Note that such a waiver would not remove the requirement that the jurisdiction contain at least 51 percent low-and moderate-income persons.

Appendix III: Certifications

Applicants to the PRO Housing program must use the applicable forms in this Appendix to certify their compliance with various requirements. Each applicant type has a required specific certification form. Applicants should complete the certifications relevant to them and submit them with their application. Please note that all applicants must complete the lobbying certification.

- Section I: Entitlement Local Government
- Section II: State
- Section III: Metropolitan Planning Organizations (MPOs) and Non-entitlement Local Government Applicants
- Section IV: Multijurisdictional Entities
- Section V: Optional Urgent Need Certification
- Section VI: Lobbying Certification for All Applicants

Section I PRO HOUSING CERTIFICATIONS FOR ENTITLEMENT LOCAL GOVERNMENT

APPLICANTS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (URA), and Residential Anti-displacement and Relocation Assistance Plan (RARAP) as required by section 104(d) of the Housing and Community Development Act of 1974, as amended -- It will comply with the acquisition and relocation requirements of the URA (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24. It has in effect and is following a RARAP as required 42 U.S.C. 5304(d) and (k) and implementing regulations at 24 CFR part 42.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The submission of the PRO Housing application is authorized under state and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations (this NOFO, CDBG regulations, and any other specific regulations named herein). (24 CFR 91.225(a)(4))

Section 3 -- It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

Build America, Buy America (BABA) – It will comply with Title IX, subpart A of the Infrastructure Investment and Jobs Act of 2021 (41 U.S.C. 8301 et seq.).

Use of Funds --

1. Maximum Feasible Priority. With respect to activities expected to be assisted with PRO Housing funds, it has developed its proposal to give maximum feasible priority to

activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The proposal may also include activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional PRO Housing Certification).

2. Overall Benefit. The aggregate use of PRO Housing funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons.
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with PRO Housing funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if PRO Housing funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with PRO Housing funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than PRO Housing funds. In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than PRO Housing funds if the jurisdiction certifies that it lacks PRO Housing funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing, consistent with 42 USC 5304(l):

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K and R; and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

Compliance with RFRA -- The grant will be conducted and administered in conformity with the requirements of the Religious Freedom Restoration Act (42 U.S.C. 2000bb) and 24 CFR 5.109, allowing the full and fair participation of faith-based entities.

Environmental Review -- It will comply with environmental review procedures and requirements at 24 CFR part 58 or 24 CFR part 50.

Compliance with Laws -- It will comply with applicable laws (42 USC 5304(b)(6)).

_____ _____

Signature of Authorized Official Date

_____

Printed Name and Title of Authorized Official

Section II PRO HOUSING CERTIFICATIONS FOR STATE APPLICANTS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the State certifies that:

Affirmatively Further Fair Housing -- The State will affirmatively further fair housing.

The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (URA), and Residential Anti-displacement and Relocation Assistance Plan (RARAP) as required by section 104(d) of the Housing and Community Development Act of 1974, as amended -- It will comply with the acquisition and relocation requirements of the URA (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24. It has in effect and is following a RARAP as required 42 U.S.C. 5304(d) and (k) and implementing regulations at 24 CFR part 42.

Anti-Lobbying --To the best of the State's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of State -- The submission of the PRO Housing application is authorized under State law and the State possesses the legal authority to carry out the programs under the consolidated plan for which it is seeking funding, in accordance with applicable HUD regulations (this NOFO, CDBG regulations, and any other specific regulations named herein). (24 CFR 91.225(a)(4)).

Section 3 -- It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

Build America, Buy America (BABA) – It will comply with Title IX, subpart A of the Infrastructure Investment and Jobs Act of 2021 (41 U.S.C. 8301 et seq.)

Consultation with Local Governments -- It has consulted with affected units of local government

Use of Funds --

1. Maximum Feasible Priority. With respect to activities expected to be assisted with PRO Housing funds, it has developed its proposal to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The proposal may also include activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional PRO Housing Certification).
2. Overall Benefit. The aggregate use of PRO Housing funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons.
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with PRO Housing funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if PRO Housing funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with PRO Housing funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than PRO Housing funds. In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than PRO Housing funds if the jurisdiction certifies that it lacks PRO Housing funds to cover the assessment.

Excessive Force -- It will require units of general local government that receive CDBG funds to certify that they have adopted and are enforcing, consistent with 42 USC 5304(l):

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair

Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K and R; and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

Compliance with RFRA -- The grant will be conducted and administered in conformity with the requirements of the Religious Freedom Restoration Act (42 U.S.C. 2000bb) and 24 CFR 5.109, allowing the full and fair participation of faith-based entities.

Environmental Review -- It will comply with environmental review procedures and requirements at 24 CFR part 58or 24 CFR part 50.

Compliance with Laws -- It will comply with applicable laws (42 USC 5304(b)(6)).

_____ _____

Signature of Authorized Official Date

_____

Printed Name and Title of Authorized Official

Section III PRO HOUSING CERTIFICATIONS FOR METROPOLITAN PLANNING ORGANIZATIONS (MPOs) AND NON-ENTITLEMENT LOCAL GOVERNMENT APPLICANTS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the State certifies that:

Affirmatively Further Fair Housing -- The applicant will affirmatively further fair housing.

The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (URA), and Residential Anti-displacement and Relocation Assistance Plan (RARAP) as required by section 104(d) of the Housing and Community Development Act of 1974, as amended -- It will comply with the acquisition and relocation requirements of the URA (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24. It has in effect and is following a RARAP as required by 42 U.S.C. 5304(d) and (k) and implementing regulations at 24 CFR part 42.

Anti-Lobbying --To the best of the State's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Applicant -- The submission of the PRO Housing application is authorized under State and local law (as applicable) and the applicant possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations (this NOFO, CDBG regulations, and any other specific regulations named herein).

Section 3 -- It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

Build America, Buy America (BABA) – It will comply with Title IX, subpart A of the Infrastructure Investment and Jobs Act of 2021 (41 U.S.C. 8301 et seq.)

Use of Funds --

1. Maximum Feasible Priority. With respect to activities expected to be assisted with PRO Housing funds, it has developed its proposal to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The proposal may also include activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional PRO Housing Certification).
2. Overall Benefit. The aggregate use of PRO Housing funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons.
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with PRO Housing funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if PRO Housing funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with PRO Housing funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than PRO Housing funds. In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than PRO Housing funds if the jurisdiction certifies that it lacks PRO Housing funds to cover the assessment.

Excessive Force -- It will require units of general local government that receive CDBG funds to certify that they have adopted and are enforcing, consistent with 42 USC 5304(l):

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K and R; and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

Compliance with RFRA -- The grant will be conducted and administered in conformity with the requirements of the Religious Freedom Restoration Act (42 U.S.C. 2000bb) and 24 CFR 5.109, allowing the full and fair participation of faith-based entities.

Compliance with Laws -- It will comply with applicable laws (42 USC 5304(b)(6)).

_____ _____

Signature of Authorized Official Date

_____

Printed Name and Title of Authorized Official

Section IV PRO HOUSING CERTIFICATIONS MULTI-JURISDICTIONAL ENTITY APPLICANTS

The multijurisdictional entity certifies that:

Affirmatively Further Fair Housing – The jurisdiction(s) will affirmatively further fair housing.

The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (URA), and Residential Anti-displacement and Relocation Assistance Plan (RARAP) as required by section 104(d) of the Housing and Community Development Act of 1974, as amended -- It will comply with the acquisition and relocation requirements of the URA (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24. As applicable, it has in effect and is following a RARAP as required by 42 U.S.C. 5304(d) and (k) and implementing regulations at 24 CFR part 42.

Anti-Lobbying --To the best of the jurisdictions' knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction – The submission of the PRO Housing application is authorized under State and local law (as applicable) and the jurisdiction(s) possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations (this NOFO, CDBG regulations, and any other specific regulations named herein).

Section 3 – It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

Build America, Buy America (BABA) – It will comply with Title IX, subpart A of the Infrastructure Investment and Jobs Act of 2021 (41 U.S.C. 8301 et seq.).

Use of Funds --

1. Maximum Feasible Priority. With respect to activities expected to be assisted with PRO Housing funds, it has developed its PRO Housing proposal to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The PRO Housing proposal may also include PRO Housing-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional PRO Housing Certification).
2. Overall Benefit. PRO Housing funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons.
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with PRO Housing funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if PRO Housing funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part

with PRO Housing funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than PRO Housing funds. In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than PRO Housing funds if the jurisdiction certifies that it lacks PRO Housing funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing, consistent with 42 USC 5304(l) and as applicable:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K and R; and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

Compliance with RFRA-- The grant will be conducted and administered in conformity with the requirements of the Religious Freedom Restoration Act (42 U.S.C. 2000bb) and 24 CFR 5.109, allowing the full and fair participation of faith-based entities.

Compliance with Laws -- It will comply with applicable laws (42 USC 5304(b)(6)).

_____ _____

Signature of Authorized Official Date

_____

Printed Name and Title of Authorized Official

Section V OPTIONAL PRO HOUSING URGENT NEED CERTIFICATION

Submit the following certification only when one or more of the activities in the PRO Housing proposal are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the PRO Housing proposal includes one or more specifically identified PRO Housing-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources

are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

_____

Printed Name and Title of Authorized Official

Section VI LOBBYING CERTIFICATION FOR ALL APPLICANTS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature of Authorized Official Date

_____

Printed Name and Title of Authorized Official

Appendix IV. PRO Housing Post-Award Requirements

This Section contains the post-award requirements applicable to the Pathways to Removing Obstacles to Housing (PRO Housing) funds made available by the Consolidated Appropriations Act, 2026 (Public Law 119-75, approved February 3, 2026) [FY26 Appropriations Act]. The program authority for PRO Housing is Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and the FY26 Appropriations Act.

Consistent with the FY26 Appropriations Act, funds shall be awarded directly to state governments, local governments, metropolitan planning organizations, and multi-jurisdictional entities. A recipient of a PRO Housing grant is a "grantee."

1. **Use of Funds**
    a. **General:** The FY26 Appropriations Act makes funds available for the identification and removal of barriers to affordable housing production and preservation, including new construction.
    b. **Applicable Statutory and Regulatory Requirements**. All recipients of FY26 PRO Housing grants are subject to: (1) the requirements of the FY 26 Appropriations Act; (2) this NOFO, including all appendices; and (3) applicable regulations governing the CDBG program at 24 CFR part 570, unless modified

by waivers and alternative requirements published by HUD in this NOFO or other applicable Federal Register Notice. Non-entitlement units of general local government, multijurisdictional entities, and metropolitan planning organizations will be subject to CDBG regulations applicable to entitlement communities, unless otherwise noted. Additionally, references to entitlement communities within this Section also include non-entitlement units of general local government, multijurisdictional entities, and metropolitan planning organizations. The PRO Housing grant program is intended to address the problem of barriers to affordable housing. The Appropriations Act and the PRO Housing NOFO establish the purpose and define the eligible uses of PRO Housing funds. In addition, HUD is waiving the consolidated plan regulations to the extent necessary to adjust reporting to fit the requirements of the FY26 Appropriations Act, the PRO Housing competition, and the use of the Disaster Recovery Grant Reporting (DRGR) system. For non-entitlement units of general local government, metropolitan planning organizations, and multijurisdictional entities that are not recipients of other HUD funding, as identified above, the consolidated plan requirements at 24 CFR 91 are not applicable, including the certification of consistency with the consolidated plan. The waivers and alternative requirements apply only to PRO Housing funds.

c. **PRO Housing Action Plan, Action Plan Amendments, Reductions, and Leverage Modifications.**

- *Action Plan*: A grantee's application (or approved components of a grantee's application) will become the basis for its PRO Housing Action Plan. Once the grantee has received DRGR system access, the grantee will enter in DRGR the approved activities and narrative information and HUD will ensure that the information is consistent with the application and HUD's approval. This information is the grantee's PRO Housing Action Plan. The grantee should publish the PRO Housing Action Plan on its official website(s)in an accessible format.
- *Amendments:* A grantee may request to make substantial amendments to its PRO Housing Action Plan. All requests for amendments must be submitted to HUD. A substantial amendment must be approved before a grantee revises its PRO Housing Action Plan. Amendments to the PRO Housing Action Plan that do not fall within the definition of a substantial amendment are "non-substantial amendments." HUD can help determine whether the amendment would constitute a substantial amendment and help ensure the proposed change complies with this NOFO and all applicable requirements. The grantee is encouraged to work with its HUD representative to ensure the proposed change is consistent with this NOFO, all applicable regulations, and Federal law.
    - Substantial Amendments: Substantial amendments are: a change in program benefit, beneficiaries, or eligibility criteria; the allocation or re-allocation of more than ten percent of the award; or the addition or deletion of an activity. HUD will approve or

disapprove any requested amendment that is a substantial amendment. If the proposed substantial amendment affects the application's narrative response to a rating factor, the application may need to be rescored and reranked. HUD will not approve substantial amendments if the amended PRO Housing Action Plan would result in the application failing to meet the competition's award threshold.

- "Non-substantial amendments": If a PRO Housing Action Plan is revised or scaled as discussed in an applicant's narrative response because HUD awarded less than the amount requested, then the application is not subject to rescoring and reranking.

- *Reductions:* HUD reserves the right to amend the grantee's award and reduce the grant amount or recapture the grant consistent with section III.G.10 of this NOFO. If a grantee is awarded an amount less than it originally requested, changes to budgets and activities that are made in the grantee's initial action plan to align with the actual award amount are not considered substantial amendments. HUD will provide technical assistance as needed to ensure that scaled awards still score in the fundable range for the competition.
- *Leverage*: A grantee is required under this NOFO to show evidence that firmly committed leverage resources were actually received and used for their intended purposes through annual reports as the project proceeds. Sources of leverage funds may be substituted after grant award, as long as the dollar amount of leverage is equal to or greater than the total amount of leverage identified as firmly committed in the application submissions to HUD. Substitution of a leverage source in the same amount committed in the Application is not a substantial amendment. Sections II.C and V.B, and Appendix IV.5.a.b.5 describes additional leverage reporting requirements in DRGR. Applicants should note that some activities that can be carried out to identify and remove barriers to affordable housing production may contain unallowable costs pursuant to 2 CFR 200.444. Any activity to carry out the regular responsibilities of the unit of general local government or for buildings or portions thereof used for the general conduct of government is unallowable. Applicants should plan their approaches accordingly to ensure that PRO Housing award funds are not used for such costs. However, grantees may use leverage funding for such unallowable costs.

2. **Timely Expenditure of Funds.**
    - A grantee must expend funds in a manner that meets all PRO Housing program requirements, including reporting, by the end of the period of the performance of the PRO Housing grant, which is six years from the project start date.
    - Grantees must comply with 2 CFR 200.305, as may be amended, and therefore may not draw down funds in advance of need.

- Pursuant to 31 U.S.C. 1552 and 24 CFR 570.200(k) (entitlements, non-entitlement local governments, multijurisdictional entities, and metropolitan planning organizations) and 570.480(h) (states), any unexpended FY26 funds in a grantee's account line of credit will cancel on September 30, 2034.

3. **Authority to Grant Waivers.** The Appropriations Act authorizes the Secretary to waive or specify alternative requirements for any provision of title I of the Housing and Community Development Act of 1974 (HCD Act), as amended, except for requirements related to fair housing, nondiscrimination, labor standards, the environment, and requirements that activities benefit persons of low- and moderate-income upon a finding that any such waivers or alternative requirements are necessary to expedite or facilitate the use of funds authorized for the identification and removal of barriers to affordable housing production and preservation. Regulatory waiver authority is also provided by 24 CFR 5.110, 91.600, and 570.5.
4. **Overview of Grant Process.** To begin expenditure of PRO Housing funds, the following steps are necessary:
    - For the FY 2026 PRO Housing program, HUD is waiving 42 USC 5304(a)(2) and associated regulatory requirements in 24 CFR parts 91 and 570 related to citizen participation. PRO Housing applicants are not required to engage in public participation for the PRO Housing program, but may choose to hold an in-person public hearing (which may be a community meeting for non-government applicants). They may choose to allow a time for public comment before the application is submitted to allow for consideration and incorporation of public comments into the application as needed. Public comments should be submitted in-person, by mail, or electronically. If a public hearing is held, a summary of comments received during the public comment period can be provided with the application, and will not affect the applicant's chances for receiving an award (Attachment E);
    - HUD reviews applications in accordance with this NOFO and selects highest scoring Applicants for awards;
    - If the application is selected for award, HUD sends an award letter selection letter to awardee outlining next steps before award is effective;
    - HUD sends the unsigned grant agreement to the awardee;
    - Awardee ensures that the HUD-selected application is posted on its official website;
    - Awardee (hereinafter referred to as "grantee") signs and returns the grant agreement;
    - HUD signs the grant agreement and this is the effective date of the award;
    - HUD establishes the line of credit for the grantee;
    - Grantee requests and receives DRGR system access (if the grantee does not already have it);

- Grantee enters the HUD-approved activities from its application into DRGR (the PRO Housing Action Plan) and submits it to HUD within the system (funds can be drawn from the line of credit only for activities that are established in DRGR);
- HUD reviews the PRO Housing Action Plan for consistency with HUD's approval of the application;
- The Responsible Entity completes applicable environmental review(s) pursuant to 24 CFR part 58 and, as applicable, receives from HUD or the state an approved Request for Release of Funds and certification; or HUD has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the project; and
- The grantee begins to draw down funds from its line of credit.

5. **Applicable Rules, Statutes, Waivers, and Alternative Requirements.** This section describes requirements imposed by the Appropriations Act, applicable waivers, and alternative requirements. For each statutory waiver and alternative requirement described in the NOFO, the Secretary has determined that such waiver is necessary to expedite or facilitate the use of PRO Housing funds and for regulatory waivers, the Secretary has determined good cause exists, and/or the action is not inconsistent with the overall purpose of the Housing and Community Development Act of 1974 Act. The waivers and alternative requirements provide additional flexibility in program design and implementation to identify and remove barriers to affordable housing production and preservation, while meeting the unique requirements of the Appropriations Act. The following requirements apply only to the PRO Housing funds awarded under this NOFO, and not to funds provided under any other component of the CDBG program, such as the annual formula Entitlement or State CDBG programs, Section 108 Loan Guarantee Program, the Neighborhood Stabilization Program, or any other award under the Appropriations Act. Grantees may request additional waivers and alternative requirements from the Department as needed to address specific needs related to their activities (for waiver request instructions, see Appendix II). Except where noted, waivers and alternative requirements described below apply to all grantees under this NOFO.Except as described in this NOFO, statutory and regulatory provisions governing the State CDBG program shall apply to any State government receiving an award under this NOFO, while statutory and regulatory provisions governing the Entitlement CDBG program shall apply to local governments, multijurisdictional entities, and metropolitan planning organizations. Applicable statutory provisions can be found under title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.). Applicable State and Entitlement regulations can be found at 24 CFR part 570. Consolidated plan and public participation requirements found at 24 CFR part 91 are waived for the FY 2026 PRO Housing program . All references in this NOFO pertaining to timelines and/or deadlines are in terms of calendar days unless otherwise noted. The "date of this NOFO" shall mean the publication date of the PRO Housing NOFO unless otherwise noted.

   a. *Grant Administration.*

      a. PRO Housing Action Plan and general requirements. The requirements

for CDBG action plans, located at 42 U.S.C. 5304(a)(1), 42 U.S.C. 5304(m), 42 U.S.C. 5306(d)(2)(C)(iii), 24 CFR 91.220, and 91.320, are waived for funds provided under this NOFO. Instead, the NOFO application will serve as the applicant's PRO Housing Action Plan. HUD will monitor the grantee's activities and use of funds for consistency with its PRO Housing Action Plan and all other requirements, including performance and timeliness.

1. *Application-related requirements*. The application must meet the criteria of this NOFO and must identify the proposed use(s) of the grantee's award, including criteria for eligibility, and how the uses identify and remove barriers to affordable housing production and preservation.
2. *Funds awarded to a State government*. For each program or activity that will be carried out by the State government, the application as entered into the PRO Housing Action Plan must describe: (1) the projected use of the PRO Housing funds, including the entity(ies) administering the program/activity, budget, and location; (2) proposed start and end dates; and (3) how the projected use will meet CDBG eligibility criteria and a national objective; and (4) estimated performance outcomes (i.e., a performance measure) as identified in the Section V.B. of this NOFO or as otherwise determined and approved by HUD upon award of PRO Housing funds. If a State government chooses to use a method of distribution to allocate funds to local governments, it must describe in its application all criteria used to determine the distribution, including the relative importance of each criterion. Upon making awards, a State government must enter the information into the PRO Housing Action Plan as described above.
3. *Funds awarded directly to a local government, multijurisdictional entity, or metropolitan planning organization.* The local government, multijurisdictional entity, or metropolitan planning organization's application, as entered into the PRO Housing Action Plan, shall describe: (1) the projected use of the PRO Housing funds, including the entity(ies) administering the program/activity, budget, and location; (2) proposed start and end dates; (3) how the projected use will meet CDBG eligibility criteria and a national objective; and (4) estimated performance outcomes (i.e., a performance measure) as identified in the Section V.B. of this NOFO.
4. *General grant oversight:*
    1. The grantee must maintain adequate capacity of its administering agency(ies) or entity(ies), and the capacity of any local government or other organization or Partner

expected to carry out PRO Housing projects or activities. The grantee will plan and provide for increasing the capacity of subrecipients as needed and where capacity deficiencies (e.g., outstanding Office of Inspector General audit findings) have been identified. Grantees are responsible for providing adequate technical assistance to Partners, subrecipients, or subgrantees to ensure projects are timely, compliant, efficient, and effective with the use of funds. Although local governments or other organizations may carry out programs and projects, each grantee under this NOFO remains legally and financially accountable for the use of all funds and may not delegate or contract to any other party any inherently governmental responsibilities related to management of the funds, such as oversight (also see paragraph a.ix under section 5), policy development, and financial management; and

2. The grantee will manage program income (e.g., including in agreements whether subrecipients may retain it), and the purpose(s) for which it may be used. Waivers and alternative requirements related to program income can be found in this NOFO at paragraphs a.ii and a.xvi of this section.

5. *Obligation and expenditure of funds*: HUD will issue a grant agreement obligating the funds to the grantee. Only the funds described by the grantee in its application and approved by HUD will be obligated. In addition, HUD will establish the line of credit and the grantee will receive DRGR system access (if it does not have access already). The grantee must also enter its approved application activities in the PRO Housing Action Plan before it may draw funds.

6. *Applicable Environmental Requirements:* Each activity must meet the applicable environmental requirements. After the Responsible Entity completes an environmental review(s) pursuant to 24 CFR part 58, as applicable (and paragraph a.xviii, as applicable), and receives from HUD or the State an approved Request for Release of Funds and certification (as applicable), or HUD has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the project, the grantee may draw down funds from the line of credit for the activity.

7. *Anticipated outcomes and expenditure plan*. Each grantee must include in its PRO Housing Action Plan projected expenditures and anticipated outcomes.

8. *PRO Housing Action Plan Amendments and Submission to HUD*. Each proposed amendment must be highlighted, or otherwise

identified, within the context of the entire PRO Housing Action Plan and be submitted to HUD. For substantial amendments, grantees must complete public participation requirements of this NOFO and any other requirements in this Appendix before HUD can approve the amendment. The beginning of every amendment must include a section that identifies exactly what content is being added, deleted, or changed. This section must also include a chart or table that clearly illustrates where funds come from and where they are moving. The amendment must include a revised budget allocation table that reflects the entirety of all funds, as amended. A grantee's most recent version of its PRO Housing Action Plan must be accessible for viewing as a single document at any given point in time. Every amendment to the PRO Housing Action Plan (substantial and non-substantial) must be numbered sequentially and posted on the grantee's website. HUD may seek additional information from the grantee to determine whether a proposed amendment is a substantial amendment.

b. HUD performance review authorities and grantee reporting requirements in the DRGR System.

1. *Performance review authorities*. 42 U.S.C. 5304(e) requires that the Secretary shall, at least on an annual basis, make such reviews and audits as may be necessary or appropriate to determine whether the grantee has carried out its activities in a timely manner, whether the grantee's activities and certifications are carried out in accordance with the requirements and the primary objectives of the HCD Act and other applicable laws, and whether the grantee has the continuing capacity to carry out those activities in a timely manner. This NOFO waives the requirements for submission of a performance report, pursuant to 24 CFR 91.520. In the alternative, and to ensure consistency between grants awarded under the FY26 Appropriations Act, HUD is requiring that grantees report quarterly by entering information in the DRGR system in sufficient detail to permit the Department's review of grantee performance on this quarterly basis and to enable remote review of grantee data to allow HUD to assess compliance and risk. The Department will use this reporting to analyze observable housing production, preservation, and cost trends in the participating jurisdictions or geographic areas.

2. *PRO Housing Action Plan.* Once an applicant receives a PRO Housing award, the grantee's application (or approved components of a grantee's application) will become the basis for its PRO Housing Action Plan. Each grantee must enter its PRO Housing Action Plan into DRGR, including performance measures. As more detailed information about uses of funds is identified by the grantee, the grantee must enter this information

into the DRGR system at a level of detail that is sufficient to serve as the basis for acceptable performance reports, permits HUD review of compliance requirements, and allows public understanding of progress. The information must also be entered into the DRGR system so that the grantee is able to draw its PRO Housing funds from the line of credit. To enter an activity into the DRGR system, the grantee must know the activity type, national objective, activity budget, proposed performance outcomes, and the organization that will be responsible for the activity. In addition, a Universal Entity Identifier (UEI) number must be entered into the system for any entity carrying out a PRO Housing funded activity, including the grantee, recipient(s) and subrecipient(s), contractor(s), and developers.

3. *Tracking oversight activities in the DRGR system; use of DRGR data for HUD review and dissemination*. HUD will use data entered into the DRGR PRO Housing Action Plan and the Annual Performance Report (APR), transactional data from the DRGR system, and other information provided by the grantee to provide reports to Congress and the public, as well as to (1) monitor for anomalies or performance problems; (2) reconcile budgets, obligations, funding draws, and expenditures; (3) calculate expenditures to determine compliance with program caps and the overall percentage of funds that benefit low- and moderate-income persons; and (4) analyze the risk of grantee programs to determine priorities for the Department's monitoring.

4. *Tracking program income in the DRGR system*. Grantees must use the DRGR system to draw grant funds for each activity. Grantees must also use the DRGR system to track program income receipts, disbursements, and revolving loan funds. If a grantee permits local governments or subrecipients to retain program income, the grantee must establish program income accounts in the DRGR system. The DRGR system requires grantees to use program income before drawing additional grant funds and ensures that program income retained by one organization will not affect grant draw requests for other organizations.

5. *DRGR System Annual Performance Report (APR)*. Each grantee must submit an APR through the DRGR system no later than 30 days following the end of the fiscal year. Within 3 days of submission to HUD, each APR should be posted on the grantee's official website. HUD will also post the reports via the DRGR Public website. The grantee's first APR is due no later than 30 days following the end of the fiscal year in which the grant award is made. For example, a grant award made in April requires an APR to be submitted by October 30. APRs must be submitted on

an annual basis until the grant program is completed and meets the criteria for closeout. During the grant closeout process, a final APR will be required to ensure complete reporting. Each APR will include information about the uses of funds in activities identified in the DRGR system PRO Housing Action Plan during the applicable year. This includes, but is not limited to, the: project name, activity, location, and national objective; funds budgeted, obligated, drawn down, and expended; the funding source and total amount of any non-CDBG funds to be expended on each activity; beginning and actual completion dates of completed activities; achieved performance outcomes, such as number of housing units complete or number of low-and moderate-income persons benefiting; and the race and ethnicity of persons assisted under direct-benefit activities. The DRGR system will automatically display the amount of program income receipted, the amount of program income reported as disbursed, and the amount of grant funds disbursed. In addition, leveraged funds shall be identified for each activity, as applicable, in the DRGR system, and use of leverage funds committed in the grantee's PRO Housing Action Plan shall be included in the grantee's APR.

c. Public participation waiver. To permit a more streamlined process and to ensure PRO Housing grants are awarded in a timely manner, provisions of 42 U.S.C. 5304(a)(2) and (3), 24 CFR 570.486, 91.105(a)(b) and (c), and 91.115(a)(b) and (c), with respect to public participation requirements, are waived.

1. *Non-substantial amendment*. The grantee is not required to undertake public comment when it makes any amendment that is not substantial. Similar to substantial amendments, non-substantial amendments require HUD acceptance in the DRGR system prior to taking effect.

2. *Physical Accessibility.* Note that all meetings must be held in facilities that are physically accessible to persons with disabilities. Where physical accessibility is not achievable, applicants and partners must give priority to alternative methods of product or information delivery that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate in accordance with HUD's implementing regulations for Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.§ 794) at 24 CFR part 8 and all applicable laws and regulations. In addition, all notices of and communications during all training sessions and public meetings shall be provided in a manner that ensures effective communication for persons with hearing, visual, and other communication or speech-related disabilities or provide other means of accommodation for persons with disabilities. See Section 504 of the Rehabilitation Act of 1973 and HUD's section

504 regulations, 24 CFR 8.6.

3. *Post-award requirements.*
    - *Website.* The PRO Housing application and grant award information must be navigable by communities on the grantee (or relevant agency) homepage. Grantees are also encouraged to notify affected communities through electronic mailings, press releases, statements by public officials, media advertisements, public service announcements, and/or contacts with neighborhood organizations.
    - *Availability and accessibility of the Application*. The grantee must make the application, any amendments, and all performance reports available to the public on its website(s) and on request. In addition, the grantee must make these documents available on its website in a form accessible to persons with disabilities and non-English-speaking persons. During the term of the grant, the grantee will provide the public, affected local governments, and other interested parties with reasonable and timely access to information and records relating to the application and to the grantee's use of grant funds.
    - *Public complaints*. The grantee will provide a timely written response to every public complaint. As required by law, the grantee will provide a response within 15 working days of the receipt of the complaint, where practicable.

d. Direct grant administration and means of carrying out eligible activities.

1. *Requirements applicable to State grantees*. Requirements at 42 U.S.C. 5306 are waived, to the extent necessary, to allow a State to directly carry out PRO Housing activities eligible under this NOFO, rather than distribute all funds to local governments. Pursuant to this waiver, the standard at section 570.480(c) and the provisions at 42 U.S.C. 5304(e)(2) will also include activities that the State carries out directly. In addition, activities eligible under this NOFO may be carried out, subject to State law, by the State through its employees, through procurement contracts, or through assistance provided under agreements with subrecipients or recipients in all geographic areas within its jurisdiction, including entitlement areas and tribal areas, so long as the State is consistent with its PRO Housing Action Plan, including description of capacity and commitments to work with partners. Notwithstanding this waiver, State grantees continue to be responsible for civil rights, labor standards, and environmental protection requirements contained in the HCD Act and 24 CFR

part 570, as well as ensuring such compliance by subgrantees.

2. *Requirements for all grantees – direct administration and assistance to neighborhood organizations described in 42 U.S.C 5305(a)(15) of the HCD Act*. Activities made eligible at 42 U.S.C. 5305(a)(15) may only be undertaken by the eligible entities described in that section, whether the assistance is provided to such an entity from the State or from a local government.

e. Requirement for stakeholder engagement during plan preparation. Currently, the HCDA and regulations require States to consult with affected units of local government in non-entitlement areas of the State in determining the State's proposed method of distribution. HUD is waiving 42 U.S.C. 5306(d)(2)(C)(iv), 42 U.S.C. 5306(d)(2)(D), 24 CFR 91.325(b), and 91.110.

f. Use of the "upper quartile" or "exception criteria" for low- and moderate-income area benefit activities. Per the requirements at 42 U.S.C. 5305(c)(2)(A), certain communities are allowed to use a percentage less than 51 percent to qualify activities under the low- and moderate-income area benefit category. This exception is referred to as the "exception criteria" or the "upper quartile." For entitlement communities that meet the regulatory exception criteria, the community may apply the criteria if it receives funds from a State PRO Housing grantee and the State grantee permits the use.

g. Use of "uncapped" income limits. The Quality Housing and Work Responsibility Act of 1998 (Title V of Public Law 105-276) enacted a provision that directed the Department to grant exceptions to at least 10 jurisdictions that are currently "capped' under HUD's low and moderate-income limits. Under this exception, a number of CDBG entitlement grantees may use "uncapped" income limits that reflect 80 percent of the actual median income for the area. Each year, HUD publishes guidance on its website identifying which grantees may use uncapped limits. The uncapped limits apply to activities funded pursuant to this NOFO in jurisdictions covered by the uncapped limits.

h. Grant administration responsibilities.

1. *Grantee responsibilities*. Per the Appropriations Act, each grantee shall administer its award in compliance with all applicable laws and regulations. Each grantee shall be financially accountable for the use of all funds provided in this NOFO and may contract for administrative support, but grantees may not delegate or contract to any other party any inherently governmental responsibilities related to management of the funds, such as oversight, policy approval or adoption, and financial management.

i. Waiver and alternative requirement for distribution to CDBG metropolitan cities and urban counties – applicable to State grantees only. Section

5302(a)(7) of title 42, U.S.C. (definition of "nonentitlement area") and provisions of 24 CFR part 570 that would prohibit or restrict a State from distributing CDBG funds to entitlement communities and Indian tribes under the CDBG program, are waived, including 24 CFR 570.480(a) and 570.486(c). Instead, the State may distribute funds to local governments, including entitlement communities, and Indian tribes.

j. Waiver and alternative requirement for activities located in entitlement jurisdictions – applicable to State grantees only. Pursuant to 24 CFR part 570.486(c), any activity carried out in entitlement jurisdictions must significantly benefit residents of the non-entitlement UGLG carrying out the activity, and the state must determine that activity is meeting its needs in accordance with 42 U.S.C. 5306(d)(2)(D). The provisions of 24 CFR 570.486(c) are waived to the extent necessary to allow states, either directly or through units of general local government, to use funds for activities located in entitlement areas without contribution from the entitlement jurisdiction, consistent with the waiver and alternative requirements in this Appendix. HUD is granting this waiver to facilitate and expedite the use of PRO Housing funds.

k. Use of subrecipients–applicable to State grantees only. The State CDBG program rule does not make specific provision for the treatment of entities that the CDBG Entitlement program calls "subrecipients." The waiver allowing the State to directly carry out activities creates a situation in which the State may use subrecipients to carry out activities in a manner similar to an entitlement community. Therefore, for States taking advantage of the waiver to carry out activities directly, the requirements at 24 CFR 570.502, 570.503, and 570.500(c) apply, except the requirements that specific references to 24 CFR part 200 must be included in subrecipient agreements. Pursuant to 24 CFR 570.489(n) and 570.502, State grantees must ensure that its costs and those of its state recipients and subrecipients are in conformance with 2 CFR 200 subpart E, as may be amended and incorporated in HUD regulations, whether carrying out activities directly or through the use of a subrecipient.

l. Recordkeeping.

- *State governments.* When a State carries out activities directly, the requirements at 24 CFR 570.490(b) are waived and the following alternative provision shall apply: the State shall establish and maintain such records as may be necessary to facilitate review and audit by HUD of the State's administration of PRO Housing funds under 24 CFR 570.493. Consistent with applicable statutes, regulations, waivers and alternative requirements, and other Federal requirements, the content of records maintained by the State shall be sufficient to: enable HUD to make the applicable determinations described at 24 CFR 570.493; make compliance

determinations for activities carried out directly by the State; compliance with requirements of this NOFO and any other Notice governing the use of PRO Housing grants; and show how activities funded are consistent with the descriptions of activities proposed for funding in the PRO Housing Action Plan and DRGR system. For fair housing and equal opportunity purposes, and as applicable, such records shall include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program.

- *Local government, MPO, and multijurisdictional entities.* Non-state grantees are subject to the recordkeeping requirements of 24 CFR 570.506.

m. Change of use of real property – applicable to State grantees only. This waiver conforms to the change of use of real property requirement for States carrying out activities directly. For purposes of this program, all references to "unit of general local government" in 24 CFR 570.489(j), shall be read as "unit of general local government or State."

n. Responsibility for review and handling of noncompliance – applicable to State grantees only. This change is in conformance with the waiver allowing the State to carry out activities directly.

o. 24 CFR 570.492 is waived and the following alternative requirement applies for any State receiving a direct award under this NOFO: the State shall make reviews and audits, including onsite reviews of any subrecipients, designated public agencies, and local governments, as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2), as amended, and as modified by this NOFO. In the case of noncompliance with these requirements, the State shall take such actions as may be appropriate to prevent a continuance of the deficiency, mitigate any adverse effects or consequences, and prevent a recurrence. The State shall establish remedies for noncompliance by any designated subrecipients, public agencies, or local governments.

p. Program income alternative requirement. The Department is waiving applicable program income rules at 42 U.S.C. 5304(j), 24 CFR 570.500(a) and (b), 570.504, and 570.489(e) to the extent necessary to provide additional flexibility as described under this NOFO. The alternative requirements provide guidance regarding the use of program income received before and after grant closeout and address revolving loan funds.

- *Definition of program income*. For the purposes of this subpart, "program income" is defined as gross income generated from the use of PRO Housing funds and received by a PRO Housing grantee, or a subrecipient of a PRO Housing grantee, unless excluded from the definition as described in paragraph 17.a.(2)

and paragraph 17.d. below. When income is generated by an activity that is only partially assisted with PRO Housing funds, the program income to the PRO Housing grant shall be prorated to reflect the percentage of PRO Housing funds used (e.g., a single loan supported by PRO Housing funds and other funds; a single parcel of land purchased with PRO Housing funds and other funds). Program income includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PRO Housing funds;
2. Proceeds from the disposition of equipment purchased with PRO Housing funds;
3. Gross income from the use or rental of real or personal property acquired with PRO Housing funds by a State, local government, or subrecipient of a State, local government, less costs incidental to generation of the income (i.e., net income);
4. Net income from the use or rental of real property owned by a State, local government, or subrecipient of a State, or local government, that was constructed or improved with PRO Housing funds;
5. Payments of principal and interest on loans made using PRO Housing funds;
6. Proceeds from the sale of loans made with PRO Housing funds;
7. Proceeds from the sale of obligations secured by loans made with PRO Housing funds;
8. Interest earned on program income pending disposition of the income, but excluding interest earned on funds held in a revolving fund account;
9. Funds collected through special assessments made against properties owned and occupied by households not of low- and moderate-income, where the special assessments are used to recover all or part of the PRO Housing portion of a public improvement; and
10. Gross income paid to a State, local government, or paid to a subrecipient thereof from the ownership interest in a for-profit entity in which the income is in return for the provision of PRO Housing assistance.
11. "Program income" does not include the following:

- The total amount of funds which is less than $25,000 received in a single year and retained by a State, local government, or retained by a subrecipient thereof; or
- Amounts generated by activities both eligible and carried out by an entity under the authority of section 105(a)(15) of the HCD Act.

- *Retention of program income.* Per 24 CFR 570.504(c), a local government receiving a direct award under this NOFO may permit a subrecipient to retain program income. State grantees may permit a local government or tribe, which receives or will receive program income, to retain the program income, but are not required to do so.
- Program income – use, closeout, and transfer.

a. Program income received (and retained, if applicable) before or after closeout of the grant that generated the program income, and used to continue activities, is treated as additional PRO Housing grant funds subject to the requirements of this NOFO and must be used in accordance with the grantee's PRO Housing Action Plan. To the maximum extent feasible, program income shall be used or distributed before additional withdrawals from the U.S. Treasury are made, except as provided in subparagraph d of this paragraph.

b. In addition to the regulations dealing with program income found at 24 CFR 570.489(e) and 570.504, except as modified by this NOFO, the following rules apply: A grantee may transfer program income before closeout of the PRO Housing grant that generated the program income to its annual CDBG program. In addition, a State grantee may transfer program income before closeout to any annual CDBG-funded activities carried out by a local government within the State, including a local government that is an Entitlement CDBG grantee if that Entitlement grantee received PRO Housing funding from the State or from HUD.

c. Program income received by a grantee, or received and retained by a subgrantee, after closeout of the grant that generated the program income, may also be transferred to a grantee's annual CDBG award. In all cases, any program income received, and not used to continue PRO Housing activities, will not be subject to the waivers and alternative requirements of this NOFO. Rather, those funds will be

subject to the applicable formula CDBG program rules.

d. Revolving loan funds.

- Local government grantees, State grantees, and local governments or tribes (as permitted by a State grantee) may establish revolving funds to carry out specific, identified activities. A revolving fund, for this purpose, is a separate fund (with a set of accounts that are independent of other program accounts) established to carry out specific activities. These activities generate payments, which will be used to support similar activities going forward. These payments to the revolving fund are program income and must be substantially disbursed from the revolving fund before additional grant funds are drawn from the U.S. Treasury for payments which could be funded from the revolving fund. Such program income is not required to be disbursed for non-revolving fund activities.
- State grantees may also establish a revolving fund to distribute funds to local governments or tribes to carry out specific, identified activities. The same requirements, outlined above, apply to this type of revolving loan fund. Last, note that no revolving fund, established per this NOFO, shall be directly funded or capitalized with an advance of PRO Housing grant funds.

q. Reimbursement of expenses. The provisions of 24 CFR 570.489(b) are applied to permit a State CDBG grantee to reimburse itself for otherwise allowable planning and administrative costs incurred by itself or its subrecipients on or after the NOFO publication on HUD.gov. An entitlement CDBG grantee is subject to the provisions of 24 CFR 570.200(h) but may reimburse itself or its subrecipients for otherwise allowable costs incurred on or after the NOFO publication date. 24 CFR 570.200(h)(1)(i) will not apply to the extent that it requires pre-agreement activities to be included in a consolidated plan. The Department expects all grantees to include all pre-agreement activities in their applications. The provisions at 24 CFR 570.200(h) and 570.489(b) apply to grantees reimbursing costs incurred by themselves or its recipients or subrecipients prior to the execution of a grant agreement with HUD.

r. Environmental requirements.

- Clarifying note on the process for environmental release of funds when a State carries out activities directly. In the CDBG program, a State distributes CDBG funds to local governments and takes

on HUD's role in receiving environmental certifications from the grant recipients and approving releases of funds. For State grantees under this PRO Housing NOFO, HUD allows the State to carry out activities directly, in addition to distributing funds to subrecipients and/or subgrantees. Thus, per 24 CFR 58.4, when a State carries out activities directly, the State must submit the certification and request for release of funds to HUD for approval.

- Historic preservation reviews. To facilitate expedited historic preservation reviews under Section 106 of the of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), HUD strongly encourages grantees to allocate general administration funds to support the capacity of the State Historic Preservation Officer (SHPO)/Tribal Historic Preservation Officer (THPO) to review PRO Housing projects.

s. Procurement.

- State grantees. Per 24 CFR 570.489(d), a State must have fiscal and administrative requirements for expending and accounting for all funds. Furthermore, per 570.489(g), a State shall establish requirements for procurement policies and procedures for local governments based on full and open competition. All local governments receiving funds from a State through a method of distribution (also called state recipients, subgrantees, or local governments) are subject to the procurement policies and procedures required by the State. A State may meet the above requirements by electing to follow 2 CFR part 200, as may be amended. If a State has adopted part 200 in full, it must follow the same policies and procedures it uses when procuring property and services with its non-Federal funds. However, the State must ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations per 2 CFR 200.317.
- Direct grants to local governments. Local governments receiving a direct grant from HUD will be subject to the procurement requirements of 4 CFR 200.318 through 200.327, as may be amended.

t. Public website. A grantee is encouraged to maintain a public website which provides information accounting for how all grant funds are used and managed/administered, including details of all contracts and ongoing procurement policies. Each grantee should make the PRO Housing Action Plan (including all amendments) and each APR (as created using the DRGR system) available on its website(s).

u. Timely distribution of funds. The provisions at 24 CFR 570.494 and 24 CFR 570.902 regarding timely distribution of funds are waived under this

NOFO. HUD expects each grantee to expeditiously obligate and expend all funds, including any recaptured funds or program income, and to carry out activities in a timely manner. To track grantees' progress, HUD will evaluate timeliness in relation to each grantee's established expenditure plan. The Department will, absent substantial evidence to the contrary, deem a grantee to be carrying out its programs and activities in a timely manner if the schedule for carrying out its activities is substantially met. In determining the appropriate corrective action pursuant to this section, HUD will take into account the extent to which unexpended funds have been obligated by the grantee and its subrecipients for specific activities at the time the finding is made and other relevant information.

v. Review of continuing capacity to carry out CDBG-funded activities in a timely manner. If HUD determines at any time that the grantee has not carried out its PRO Housing activities and certifications in accordance with the requirements and criteria described in this NOFO, HUD will undertake a further review to determine whether the grantee has the continuing capacity to carry out its activities in a timely manner. In making the determination, the Department will consider the following alternative requirements to provisions under 42 U.S.C. 5304(e): the nature and extent of the grantee's performance deficiencies, types of corrective actions the grantee has undertaken, and the success or likely success of such actions.

w. Corrective and remedial actions. To ensure compliance with the requirements of the FY26 Appropriations Act and to effectively administer the PRO Housing program, HUD is waiving 42 U.S.C. 5304(e) of the HCD Act to the extent necessary to impose the following alternative requirement: HUD may undertake corrective and remedial actions for States in accordance with the authorities applicable to entitlement grantees in subpart O (including corrective and remedial actions in 24 CFR 570.910, 570.911, and 570.913) or under subpart I of the CDBG regulations at 24 CFR part 570. Before determining appropriate corrective actions, HUD will notify the grantee of the procedures applicable to its review. As in the annual CDBG program, in accordance with 24 CFR 570.300, the policies and procedures set forth in subpart O will apply to local governments receiving direct grants from HUD.

x. Reduction, withdrawal, or adjustment of a grant or other appropriate action. Prior to a reduction, withdrawal, or adjustment of a grant or other appropriate action taken pursuant to this section, the recipient shall be notified of such proposed action and given an opportunity within a prescribed time period for an informal consultation. Consistent with the procedures described in this NOFO, the Secretary may adjust, reduce, or withdraw the grant or take other actions as appropriate, except that funds already expended on eligible approved activities shall not be recaptured.

y. Use of PRO-Housing funds as Match. As provided by the HCD Act, PRO Housing funds may be used as a matching requirement, share, or contribution for any other Federal program when used to carry out an eligible PRO Housing activity.

z. URA and section 104(d) Requirements. As a reminder to all applicants, in addition to the URA requirements detailed elsewhere in this NOFO, PRO Housing funds are subject to section 104(d) of the Housing and Community Development Act of 1974, as amended, and its implementing regulations at 24 CFR part 42, Displacement, Relocation Assistance and Real Property Acquisition for HUD and HUD-Assisted Programs. Section 104(d) applies to the demolition or conversion of lower-income dwelling units in connection with Community Development Block Grant (CDBG) program assisted activities. In addition, should HOME Investment Partnerships (HOME) funding comprise a funding source for a PRO Housing project activity, HOME funding is also subject to section 104(d) requirements.

aa. Demolition. Where demolition is part of a PRO Housing funded activity, compliance with the HCDA Section 104(d) (42 U.S.C. 5304(d) and (k)) is required.

6. *Certifications and Collection of Information*

    1. Certifications waiver and alternative requirement. 42 USC 5304(b) and (c), 42 USC 5306(d)(2)(C) and (D), and sections 91.325 and 91.225 of title 24 of the Code of Federal Regulations are waived. Applicants for an award under this PRO Housing NOFO must make the applicable certifications required by Appendix B and submit the certifications with its application.

    2. Information collection approval note. OMB has granted emergency approval in lieu of an overly abbreviated comment period. A 60-day notice is forthcoming shortly. Comments on the 60-day notice should be directed to regulations.gov. The information collection requirements contained in this document were approved by the OMB under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB Control Number [Paperwork Reduction Act Number 2506-0220]. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number. The public reporting burden for the collection of information is estimated to average 35.59 hours for applications per annum per respondent for the application and grant administration. This includes the time for collecting, reviewing, and reporting the data for the application, quarterly reports, and final reports. The information will be used for grantee selection and monitoring the administration of funds. Response to this request for information is required to receive the benefits to be derived.

7. **Duration of Funding:** HUD expects all grantees to expend all PRO Housing funds by the end of the period of performance end date established by this NOFO. For amounts

provided by the FY26 Appropriations Act, the cancelation date is September 30, 2034. In no circumstance will HUD extend a period of performance beyond such cancelation dates.

8. **Catalog of Federal Domestic Assistance:** The primary Catalog of Federal Domestic Assistance (CFDA) number for the grants under this NOFO is 14.023. Additional supporting CFDAs are: 14.218; 14.228.

COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 8/5/2026 Agenda Category: Items - Approval

Strategic Priority 1 - High Performance Government

Subject
Appointment to the Tri-City Regional Hotel-Motel Commission: Yesenia Galvez

Department/Office	Ordinance/Resolution Number	Document Type
City Clerk		General Business Item

Recommended Motion
Reappoint Yesenia Galvez to Position No. 1 on the Tri-City Regional Hotel-Motel Commission effective September 1, 2026 to August 31, 2028.

Summary
Position No. 1 on the Tri-City Regional Hotel-Motel Commission, currently held by Yesenia Galvez of Woodspring Suites Tri-Cities Richland, will expire on August 31, 2026. The Tri-City Regional Hotel and Lodging Association, which oversees the Commission, is recommending Ms. Galvez for reappointment to serve an additional two (2) year term as the City's representative on the Richland Promotion Area (TPA) Commission.

If reappointed, Ms. Galvez's new term will begin September 1, 2026 and end on August 31, 2028.

A letter of recommendation from the Tri-City Hotel and Lodging Association Treasurer, Monica Hammerberg, is attached for Council consideration.

Fiscal Impact
None.

Attachments
1. Tri-City Regional Hotel-Motel Commisison Member Reappointment Memo

Tri-Cities
Hotel & Lodging Association

P.O. Box 1739
Richland, WA 99352

July 17, 2026

Mr. Jon Amundson
City of Richland
625 Swift Boulevard
Richland, WA 99352

Mr. Jon Amundson:

This letter is in reference to the Richland TPA Commissioner position being held by Yesenia Galvez, Woodspring Suites Tri-Cities Richland. Mrs. Galvez's term is set to expire on August 31, 2026 and she is eligible for re-election.

The Tri-Cities Hotel and Lodging Association has selected Yesenia Galvez, Woodspring Suites Tri-Cities Richland, as the preferred candidate to fulfill another term as the TPA Commissioner to represent the City of Richland, which will expire on August 31, 2028.

If you have any questions regarding this issue, please do not hesitate to contact me at 509-792-1660.

Sincerely,

Monica Hammerberg
Treasurer
Tri-Cities Hotel & Lodging Association

Cc: Kevin Lewis – President CEO Visit Tri-Cities

COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 8/5/2026 Agenda Category: Items of Business

Strategic Priority 3 - Focused Development
Strategic Priority 4 - Quality of Life

Subject
Ordinance No. 2026-17, Rezoning Approximately 10.26 Acres identified as Revised Parcel 2 of Record of Survey for Boundary Line Adjustment No. 6250 from Agricultural (AG) and Suburban Agricultural (SAG) to Retail Business (C-2)(Closed Record)(First Reading)

Department/Office	Ordinance/Resolution Number	Document Type
Development Services	2026-17	Ordinance

Recommended Motion
Give first reading to Ordinance No. 2026-17, rezoning approximately 10.26 acres identified as Revised Parcel 2 of Record of Survey for Boundary Line Adjustment No. 6250 from Agricultural (AG) and Suburban Agricultural (SAG) to Retail Business (C-2) as provided therein.

Summary
Rick Simon of RPS Planning Consultant, LLC, submitted an application on behalf of Columbia Valley Property Holdings LLC, owned by Mallikajurana Vallem, requesting a site-specific rezone of approximately 10.26 acres from Agricultural (AG) and Suburban Agricultural (SAG) to Retail Business (C-2). The property, identified as Revised Parcel 2 of Record of Survey for Boundary Line Adjustment No. 6250, is located south of Keene Road, east of Queensgate Drive and Lariat Lane, and northwest of Fairhaven Loop. The property is designated for commercial land uses under the City's Comprehensive Plan.

Site-specific rezones are processed as Type IIIA permit applications under RMC 19.20.010. The Richland Hearing Examiner conducted an open-record public hearing on May 11, 2026 to consider the application. No members of the public appeared at the open-record hearing to provide testimony for or against the rezone request. On June 2, 2026, the Hearing Examiner issued a written recommendation that the City Council approve the requested rezone. The Hearing Examiner's findings, conclusions, and recommendations are included as Exhibit B to Ordinance No. 2026-17. Planning staff concurs with the Hearing Examiner's findings, conclusions, and recommendations for approval of the rezone request.

The City Council will conduct a closed-record decision hearing and take final action on the rezone request.

Staff recommends approval of Ordinance No. 2026-17 for first reading.

Fiscal Impact
None.

Attachments
1. Ordinance No. 2026-17
2. PLN-T3A-2026-00006 Staff Report

WHEN RECORDED RETURN TO:
Richland City Clerk's Office
625 Swift Boulevard, MS-07
Richland, WA 99352

ORDINANCE NO. 2026-17

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 10.26 ACRES FROM AGRICULTURAL (AG) AND SUBURBAN AGRICULTURAL (SAG) TO RETAIL BUSINESS (C-2); SAID PROPERTY BEING IDENTIFIED AS REVISED PARCEL 2 OF RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT NO. 6250; AND ADOPTING THE FINDINGS AND CONCLUSIONS OF THE RICHLAND HEARING EXAMINER AS THE FINDINGS AND CONCLUSIONS OF THE RICHLAND CITY COUNCIL.

WHEREAS, on May 11, 2026, the Richland Hearing Examiner held a duly advertised open-record public hearing to consider a petition from Rick Simon of RPS Planning Consultant LLC, acting on behalf of applicant Columbia Valley Property Holdings LLC, to change the zoning of the property hereafter described in Section 3 and identified as Revised Lot 2 of Record of Survey for Boundary Line Adjustment No. 6250, recorded under Auditor's File No. 2026-004867, records of Benton County, Washington; and

WHEREAS, following the May 11, 2026 open-record public hearing, the Richland Hearing Examiner issued a 15-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 May 11, 2026 open-record public hearing; and

WHEREAS, as required by RMC 19.20.030, the Richland City Council conducted a closed-record decision hearing on August 5, 2026 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 June 2, 2026, 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 Retail Business Use (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:

REVISED LOT 2 OF RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT NO. 6250, RECORDED UNDER AUDITOR'S FILE NO. 2026-004867, RECORDS OF BENTON COUNTY, WASHINGTON.

APN: 1-229-8300-000-1009

Section 4. Such property depicted in **Exhibit A** and legally described in Section 3 herein is hereby rezoned from Agricultural (AG) and Suburban Agricultural (SAG) to Retail Business Use (C-2) as modified by a duly executed, delivered and accepted *Concomitant Agreement*, substantially in the form attached hereto as **Exhibit C**, signed by the owner(s) of record and recorded in the public records of Benton County, Washington.

Section 5. Upon receipt of a duly executed *Concomitant Agreement*, as contemplated in Section 4 herein, the City Manager is authorized to execute the same for and on behalf of the City, and to file said document with the City Clerk.

Section 6. 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. 16, which is 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 7. The City Clerk is directed to file with the Auditor of Benton County, Washington, a certified copy of this Ordinance and the attached amended Sectional Map No. 16 (**Exhibit A**), together with **Exhibit B** (Richland Hearing Examiner's Report) and **Exhibit C** (the duly executed *Concomitant Agreement*).

Section 8. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 9. 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 10. 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 _____, 2026.

_____
Theresa Richardson, Mayor

Attest:

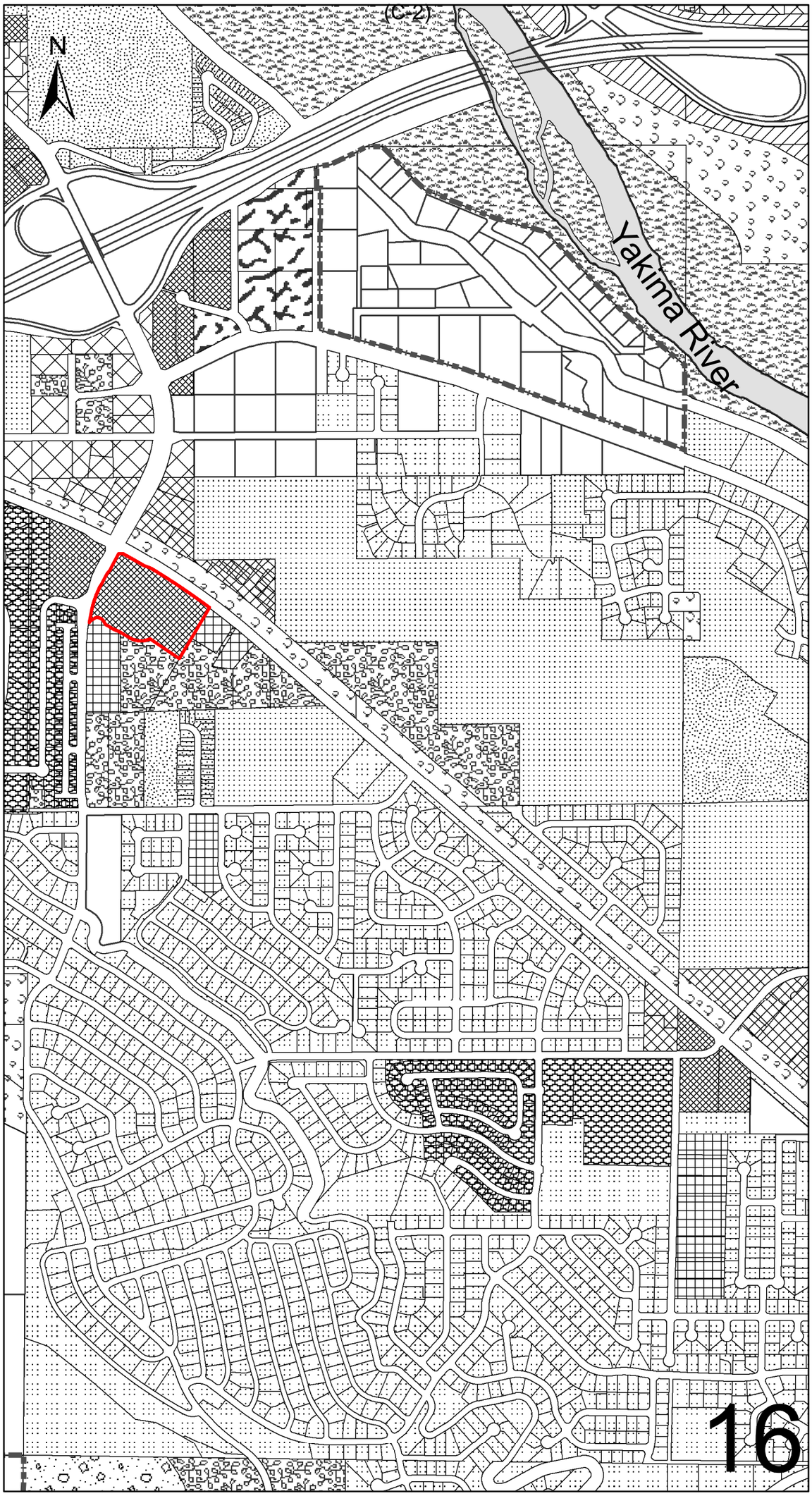
_____
Jennifer Rogers, City Clerk

Approved as to Form:

_____
Heather Kintzley, City Attorney

First Reading: _____
Second Reading: _____
Date Published: _____

Exhibit A to Ordinance No. 2026-17; Passed 08/__/2026
Agricultural (AG) and Suburban Agricultural (SAG) to Retail Business Use



Before Hearing Examiner
Gary N. McLean

BEFORE THE HEARING EXAMINER
FOR THE CITY OF RICHLAND

Regarding the Application to ***Rezone*** Benton County Assessor Parcel No. 122983000001009 from AG (Agriculture) and SAG (Suburban Agriculture) to C-2 (Retail Business), submitted by **COLUMBIA VALLEY PROPERTY HOLDINGS** (MALLIKARJUNA VALLEM), Applicant/Owner	**File No. PLN-T3A-2026-00006** **FINDINGS OF FACT, CONCLUSIONS AND RECOMMENDATION**

I. SUMMARY OF RECOMMENDATION.

Subject to terms of a concomitant agreement regarding future use and development of the site, the applicant can meet its burden of proof to demonstrate that its requested rezone merits approval.

The property at issue is now zoned AG (Agriculture) and SAG (Suburban Agriculture), though most of the parcel is designated as suitable for Commercial development, with a small portion on the western boundary designated as low-density residential. There is no dispute that the current AG and SAG zoning designations are inconsistent with the City's Comprehensive Plan.

This Recommendation addresses only Benton County Assessor Parcel No. 122983000001009, the parcel ending in "1009." The Staff Report and some application materials refer to parcel numbers 122983000001009 and 122983000002008, and to a combined 10.26-acre rezone. At the public hearing, however, the applicant's agent, Mr. Simon, and City staff, Mr. Nelson, confirmed that parcel number 122983000002008 is not part of the pending application. The parcel ending in 2008 is therefore not included in, and would not be rezoned by, this Recommendation. *(Staff Report, pages 1-3, 14-16; Ex. 1;*

Testimony of Mr. Simon; Testimony of Mr. Nelson).

The parcel addressed in this Recommendation is located south of Keene Road and east of Queensgate Drive, in the same general Queensgate/Keene Road urbanizing area addressed in a prior rezone recommendation, but on a different parcel created or adjusted through Record of Survey No. 6250 for Boundary Line Adjustment purposes. *(Staff Report, pages 12-16; Ex. 5).*

The requested C-2 zoning would implement the City's Comprehensive Plan Commercial designation for the property. The present AG and SAG zoning classifications do not implement that Commercial land use designation and no longer reflect the urban character of this portion of the City, where Queensgate Drive and Keene Road have been improved, public infrastructure is present or readily available, and nearby properties are transitioning from undeveloped or agricultural use to urban residential and commercial development. *(Staff Report, pages 4-8, 12-15; Ex. 1).*

The requested rezone does not authorize any specific project for the site. Any future proposal must comply with applicable City development regulations, including requirements for utilities, access, stormwater, frontage improvements, traffic review, building and site design, and other project-specific standards in effect when a development application is submitted.

For the reasons set forth below, the Hearing Examiner recommends that the Richland City Council APPROVE the requested rezone of Benton County Assessor Parcel No. 122983000001009 from AG and SAG to C-2, subject to contemporaneous adoption or recording of an appropriate concomitant agreement, property use and development agreement, or similar instrument acceptable to the City that limits future use and development consistent with the amended Development Agreement, City of Richland Contract No. 92-10, Ordinance 2022-03, and the applicant's proposed use, design, screening, and compatibility restrictions included in the record.

II. BACKGROUND AND APPLICABLE LAW.

The Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezone application and issue a written recommendation to the Richland City Council. Site-specific rezones are Type IIIA permit applications under RMC 19.20.010(D). The Hearing Examiner conducts the open record hearing and issues a recommendation to the City Council under RMC 19.20.030 and RMC 23.70.210(A).

The applicant bears the burden of proof. Under RMC 19.60.060, the project permit application must be supported by proof that it conforms to applicable elements of the City's

development regulations, the Comprehensive Plan, and that any significant adverse environmental impacts have been adequately addressed.

Washington courts apply three basic rules when reviewing rezone applications: (1) there is no presumption favoring the rezone request; (2) the proponent of a rezone must demonstrate that there has been a change of circumstances since the original zoning, provided that if a proposed rezone implements the policies of a 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. Woods v. Kittitas County, 162 Wn.2d 597 (2007), citing Citizens for Mount Vernon v. City of Mount Vernon, 133 Wn.2d 861, 875 (1997), and Parkridge v. City of Seattle, 89 Wn.2d 454, 462 (1978).

The Washington Supreme Court has long held that agricultural zoning must be viewed in the context of the larger goal of the State's Growth Management Act to concentrate urban growth within urban growth boundaries, and that, because our population must live somewhere, local zoning decisions that unnecessarily discourage urban growth within urban areas would defeat the GMA by making it unworkable. (*City of Redmond v. Central Puget Sound Growth Mgmt. Hearings Bd*., 136 Wn.2d 38, 959 P.2d 1091 (1998); see also RCW 36.70A.110, regarding Urban Growth Areas, within which urban growth shall be encouraged). That principle supports conversion of an Agricultural-zoned site in the City's urban growth area to a more appropriate urban zoning classification that allows for urban development on a site surrounded by recently expanded public infrastructure and urban development.

Finally, this is not an ordinary site-specific rezone application because the parcel remains subject to City of Richland Contract No. 92-10, as amended by Ordinance 2022-03. For that reason, any recommendation of approval should include conditions or a contemporaneous property use and development agreement/concomitant agreement sufficient to implement the Comprehensive Plan while preserving compatibility measures required by the amended Development Agreement and proposed in the application materials.

III. 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 before the May 11, 2026 public hearing. The Staff Report states that notice was mailed on April 10, 2026, posted on April 13, 2026, and published on April 12, 2026. *(Staff Report, page 12; Ex. 3, notice and confirmation materials).*

During the public hearing, the Examiner received sworn testimony from Ryan Nelson, Senior Planner, and Rick Simon, the applicant's agent and hearing representative. No one else appeared to offer comments or express concerns about the requested rezone.

Mr. Simon and Mr. Nelson each confirmed that, despite some statements in the Staff Report and application materials showing a more expansive rezone application, Parcel No. 122983000002008 is not part of the pending application. Based on their clarification, this application and Recommendation only address the parcel ending in 1009.

The Staff Report and the following exhibits were accepted into the record:

1. Application Materials
2. Maps
3. Public Notices and Affidavits
4. Agency Comments
5. Record of Survey No. 6250 (AFN 2026-004867)
6. City of Richland Contract No. 92-10 (AFN 2010-024273)
7. Ordinance 2022-03

IV. QUESTIONS PRESENTED.

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

A. Whether the requested rezone, as limited to parcel number 122983000001009, implements applicable policies of the City's Comprehensive Plan, and/or whether there has been a change of circumstances since the current AG and SAG zoning was adopted for the site?

Short Answer: Yes. The parcel is designated Commercial in the City's Comprehensive Plan. C-2 is an implementing commercial zoning district for land designated Commercial. The current AG and SAG zoning classifications do not implement that Commercial designation. In addition, circumstances in the area have materially changed since the property was placed in agricultural zoning, including the extension and improvement of Queensgate Drive, the availability of urban utilities, and the transition of nearby lands to urban residential and commercial uses. *(Staff Report, pages 4-8, 12-16).*

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

Short Answer: Yes. The rezone would implement the Comprehensive Plan, allow land within the City and urban growth area to be used for urban commercial purposes, and facilitate future development in an area already served by, or capable of being served by, robust and recently developed urban infrastructure. Future development remains subject to City review and compliance with applicable development standards. No agency comments raised concerns with the proposed zoning action, and no written public comments opposing the rezone were received before issuance of the Staff Report. *(Staff Report, pages 8-15).*

This recommendation is conditioned on the Council's concurrent adoption of an appropriate property use and development agreement that would address future use and development of the property to comply with the terms of prior City Council actions guiding development of the site, particularly the 2010 Development Agreement as amended in 2022.

The Examiner has visited the road network and neighborhoods in the vicinity of the proposed rezone on multiple occasions over the past few years in connection with other applications 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, Columbia Valley Property Holdings, LLC, with Mallikarjuna Vallem as its Managing Member, requests a rezone of a parcel of property from Agriculture (AG) and Suburban Agriculture to C-2 (Retail Business Commercial). *(Ex. 1, Application materials).* Rick Simon of RPS Planning Consultant LLC, served as the applicant's agent and primary representative throughout the application process. *(Staff Report, page 1; Ex. 1).*

2. The application seeks a site-specific rezone from Agricultural (AG) and Suburban Agricultural (SAG) to C-2 Retail Business. As clarified at the public hearing, this Recommendation addresses only Benton County Assessor Parcel No. 122983000001009. Parcel No. 122983000002008 is not included in the pending application and is not addressed by this Recommendation. *(Staff Report, pages 1-3, 14-16; Testimony of Mr. Simon; Testimony of Mr. Nelson).*

3. The parcel addressed in this Recommendation is generally located south of Keene Road, east of Queensgate Drive, east of Lariat Lane, and northwest of Fairhaven Loop. The parcel is near, but distinct from, the 4.7-acre site addressed in the Examiner's prior 2023 recommendation for File No. Z2023-106. *(Staff Report, pages 1-3; Ex. 2).*

4. Record of Survey No. 6250, recorded under AFN 2026-004867, re-oriented the two relevant properties from a north-south configuration to an east-west configuration. *(Staff Report, pages 13, 15-16; Ex. 5).* The revised Staff Report includes an illustration, labeled as Figure 3, showing the rezone parcel marked with red boundaries, which fronts Keene Road.

This is the parcel this Recommendation refers to as Parcel 1009. Figure 3 is republished below for the convenience of the reader:



Figure 3: Existing Zoning

5. The project site is relatively flat, slopes downward to the north toward Keene Road, and has been cleared and graded of prior vegetation. *(Staff Report, pages 3, 14; Site visits to the area).*

6. The current Comprehensive Plan land use designation for the parcel is Commercial. *(Staff Report, pages 3-4, 14-15; Ex. 2).*

7. The parcel is currently zoned AG and SAG. The AG district is intended for open land uses such as grazing, pasture, agriculture, part-time small tract farming, and compatible open uses, and is intended to be applied to some portions of the City designated as agriculture or urban reserve under the Comprehensive Plan. The SAG district is a rural residential/agricultural classification intended to allow maintenance of certain animals and farm crops on sufficiently large lots, and is intended to be applied to some portions of the City designated low-density residential. *(Staff Report, page 5).*

8. There is no dispute that the current AG and SAG zoning classifications do not implement or effectuate the parcel's Commercial Comprehensive Plan designation.

9. The requested C-2 Retail Business district is a commercial zoning classification intended to be applied to portions of the City designated Commercial under the Comprehensive Plan. C-2 allows a wide range of retail business uses and services. *(Staff Report, page 7).*

Surrounding Uses, Public Infrastructure, and Changed Circumstances.

10. The surrounding area is transitioning from agricultural uses to urban multi-family residential and commercial uses. *(Staff Report, pages 6, 14).*

11. Surrounding zoning includes Parks and Public Facilities and C-1 Neighborhood Retail Business to the north, SAG and AG to the east, AG and R-3 Multiple-Family Residential to the south, and Planned Unit Development and C-2 Retail Business to the west. *(Staff Report, page 6; Ex. 2).*

12. Applicant materials describe the parcel as located at the intersection of two major transportation corridors, Keene Road and Queensgate Drive, with existing commercial zoning already in place to the north and west, and within approximately 0.4 miles of a freeway interchange. *(Ex. 1, Plan Snapshot Report).*

13. Primary access to future development is expected from existing and future road connections at Lariat Lane and Tulare Street along Queensgate Drive. Any future connection to Keene Road must be reviewed by Public Works because Keene Road is designated as a principal arterial and Queensgate Drive is designated as a major collector. *(Staff Report, page 10).*

14. The site is served by nearby urban infrastructure. The Staff Report identifies gravity sewer mains in Queensgate Drive and along Keene Road, water distribution mains within the Queensgate Drive and Keene Road rights-of-way, irrigation mains along Queensgate Drive, power facilities along Queensgate Drive, natural gas facilities near Queensgate Drive, and stormwater obligations to be addressed by future project review. *(Staff Report, pages 8-9).*

15. The Staff Report confirms that existing utilities have adequate capacity to supply future development, although new utility connections will need to be extended from nearby rights-of-way as part of future development review. *(Staff Report, page 8).*

16. The area includes existing bicycle and transit infrastructure. The Staff Report identifies an existing trail on the north side of Keene Road, on-street bicycle lanes along Queensgate Drive and Keene Road, Ben Franklin Transit Route 123 along Keene Road, nearby bus stops, and the Queensgate Transit Center approximately 1,700 linear feet from the northernmost point of the subject site. *(Staff Report, page 10).*

17. These surrounding conditions and infrastructure improvements constitute changed circumstances supporting the requested rezone and also show that the requested C-2 zoning would implement, rather than undermine, the Comprehensive Plan's direction for urban growth, commercial services, and use of existing infrastructure within the City and urban growth area. *(Staff Report, pages 4-10, 12-15; Ex. 1).*

Comprehensive Plan, Development Agreement, and Compatibility.

18. Applicable Comprehensive Plan policies identified in the Staff Report include Land Use Element Goal 1, Policy 2, facilitating planned growth and infill development within the City; Land Use Element Goal 2, Policies 1 and 3, maintaining a variety of land use designations that take advantage of the existing infrastructure network and ensuring that the intent of land use districts is maintained; Land Use Element Goal 4, Policies 1 and 5, accommodating a variety of commercial land uses and requiring adequate development standards where residential uses are close to commercial lands; and Land Use Element Goal 5, Policy 1, locating commercial uses to serve residential neighborhoods and workplaces and be accessible by non-motorized modes of transport. *(Staff Report, pages 4-5).*

19. The parcel is subject to City of Richland Contract No. 92-10, a Development Agreement adopted in 2010 and amended by Ordinance 2022-03. The Development Agreement anticipated future development of the larger Queensgate South area and identified compatibility measures for commercial development near residential uses. *(Staff Report, pages 12-13; Exs. 6, 7).* The City Council findings from 2010 adopting the Development Agreement were ratified and confirmed in 2022 when the Agreement was amended and expressly provide that "The conditions listed in the development agreement are necessary and desirable to ensure that appropriate separation of differing land uses is provided to mitigate land use impacts." *(Finding No. 16, in Sec. 1.01 of Ord. No. 21-10, adopted by reference in Ex. 7, Ord. No. 2022-03).*

20. The applicant proposed zoning restrictions to be made of record through a concomitant agreement or similar document acceptable to the City. The proposed restrictions include prohibited C-2 uses, design standards, screening requirements, and development standards applicable to the eastern boundary of the site. *(Ex. 1, pages 6-8 and 16-18 of application materials, on .pdf pages 27-28 and 37-39 of the consolidated project file).*

21. Future use of the parcel should be subject to an appropriate concomitant agreement, property use and development agreement, or similar instrument acceptable to the City, so the C-2 rezone implements the Comprehensive Plan while maintaining compatibility restrictions contemplated by Contract No. 92-10, Ordinance 2022-03, and the application materials. *(Staff Report, pages 12-15; Exs. 1, 6, 7).*

22. The requested rezone does not approve any specific site plan, subdivision, building, use, access location, driveway, parking area, stormwater facility, or other development activity. All such future proposals remain subject to City review under applicable development regulations in effect at the time a complete application is submitted.

23. This rezone application is exempt from SEPA review under WAC 197-11-800(6)(c). No portion of the proposed rezone area is within shoreline jurisdiction or a designated critical area. *(Staff Report, pages 12, 15).*

24. Agency comments received by staff did not express concerns with the proposed rezone action. The Staff Report states that City staff received no public comments regarding the proposed zoning action as of the date of the report. *(Staff Report, page 12; Ex. 4).*

25. The Examiner finds no evidence in this record that would provide a basis in fact or law to deny the pending rezone request as narrowed to parcel number 122983000001009, subject to an appropriate concomitant agreement or similar instrument addressing the applicant's proposed compatibility restrictions and the requirements of the amended Development Agreement. *(Staff Report, pages 12-15; Exs. 1, 6, 7).*

26. 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 Hearing Examiner has authority to conduct the open record public hearing and issue a written recommendation to the City Council on this Type IIIA site-specific rezone application. *RMC 19.20.010(D); RMC 19.20.030; RMC 23.70.210(A).*

2. The applicant bears the burden of proof under RMC 19.60.060. As limited to parcel number 122983000001009, the applicant has met that burden.

3. The requested C-2 rezone implements the City's Comprehensive Plan because the subject parcel is designated Commercial and the C-2 zoning district is intended for land designated Commercial under the Comprehensive Plan. The current AG and SAG zoning classifications do not implement the Commercial designation.

4. Because the requested rezone implements the Comprehensive Plan, a separate showing of changed circumstances is not strictly required under Washington rezone law. Even so, the record demonstrates changed circumstances, including urban infrastructure expansion, construction and planned development in the Queensgate South area, nearby commercial zoning and uses, and the property's location within the City and urban growth area at or near major transportation corridors. *(Findings; Staff Report, pages 4-10, 12-15; Ex. 1).*

5. The requested rezone bears a substantial relationship to the public health, safety, morals, and general welfare. It would place urban commercial zoning on Commercial-designated land within the City and urban growth area, facilitate use of existing and planned urban infrastructure, and avoid leaving urban land in agricultural holding classifications that no longer match the Comprehensive Plan or surrounding development pattern. *(Findings; City of Redmond v. Central Puget Sound Growth Mgmt. Hearings Bd., 136 Wn.2d 38, 959 P.2d 1091 (1998); RCW 36.70A.110).*

6. As required by RMC 19.50.010(C), 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. The requested rezone will not itself create significant adverse impacts because it does not approve a development project. Future development will require separate City review for compliance with applicable development standards, including access, frontage improvements, utilities, stormwater, building and site design, traffic, fire, and other project-specific requirements.

8. Approval should be subject to contemporaneous adoption or recording of an appropriate concomitant agreement, property use and development agreement, or similar instrument acceptable to the City and consistent with the amended Development Agreement and the applicant's proposed compatibility restrictions. Such an instrument is necessary to ensure that C-2 zoning is implemented in a manner compatible with nearby residential uses and consistent with Contract No. 92-10 and Ordinance 2022-03. *(Findings; Staff Report, pages 12-15; Exs. 1, 6, 7).*

9. The abutting and reconfigured "2008" parcel – now oriented to the south of the rezone Parcel 1009 – is not part of the pending application as clarified at the public hearing. The City Council action recommended herein should therefore expressly identify parcel number 122983000001009 as the sole parcel subject to this rezone recommendation and should not rezone parcel number 122983000002008 through this action. *(Findings; Testimony of Mr. Simon; Testimony of Mr. Nelson).*

10. 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 Richland City Council approve the Columbia Valley Property Holdings, LLC application, File No. PLN-T3A-2026-00006, to rezone Benton County Assessor Parcel No. 122983000001009 from AG (Agriculture) and SAG (Suburban Agriculture) to C-2 (Retail Business), subject to contemporaneous adoption or recording of an appropriate concomitant agreement, property use and development agreement, or similar instrument acceptable to the City and consistent with this Recommendation, City of Richland Contract No. 92-10, Ordinance 2022-03, and the applicant's proposed use, design, screening, and compatibility restrictions included in the record.

This Recommendation is limited to parcel number 122983000001009. Parcel number 122983000002008 is not part of this application and should not be rezoned by the City Council action taken on this Recommendation.

ISSUED this 2nd Day of June, 2026



Gary N. McLean
Hearing Examiner

CONDITIONS OF APPROVAL
TO INCLUDE AS PART OF A
PROPERTY USE AND DEVELOPMENT AGREEMENT
FOR THE
PARCEL 1009 REZONE

FILE NO. PLN-T3A-2026-00006
LOCATION: 2155 KEENE ROAD

APPLICABLE PARCEL: APN 122983000001009 ONLY

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

General Conditions:

1. Approval of this rezone shall authorize reclassification of Benton County Assessor's Parcel No. 122983000001009 from AG/SAG to C-2 Retail Business, subject to contemporaneous adoption of a property use and development agreement, concomitant agreement, or similar binding instrument acceptable to the City. *(Derived from Staff Report, pdf pages 1-3 and 7; Application materials, Ex. 1, pdf page 27 / Application page 6 of 38.)*

2. This rezone approval does not authorize any specific development activity, building permit, civil construction, site plan, binding site plan, subdivision, grading, utility extension, driveway, road approach, sign permit, or other project-level approval. Any future development proposal for Parcel No. 122983000001009 shall remain subject to all applicable City development regulations in effect at the time of such application, except as otherwise vested by law.

3. Future development of Parcel No. 122983000001009 shall comply with all applicable provisions of City of Richland Contract No. 92-10, as amended by Ordinance No. 2022-03, together with any property use and development agreement or concomitant agreement adopted in connection with this rezone.

4. Future development of Parcel No. 122983000001009 shall comply with applicable City requirements for frontage improvements, utility extensions, stormwater management, fire access, road approaches, pedestrian facilities, bicycle facilities, landscaping, screening, lighting, parking, and other improvements required at the time of project-level review.

(Derived from Staff Report, pdf pages 8-12; Application materials, Ex. 1, pdf pages 28 and 38 / Application pages 7 and 17 of 38.)

5. Access from future development onto Keene Road, Queensgate Drive, or any other adjacent public street shall be subject to road approach review and/or permits from the City. Such review may include, without limitation, review of sight distance, spacing from existing intersections, spacing from the Keene Road/Queensgate Drive intersection, traffic safety, pedestrian and bicycle facilities, and consistency with applicable City engineering and transportation standards.

6. Any future development shall provide stormwater facilities designed, constructed, and maintained in compliance with applicable City and State stormwater requirements. No future project shall be approved unless stormwater runoff from the project site can be lawfully managed on-site or through facilities approved by the City.

7. All new utilities serving future commercial buildings on Parcel No. 122983000001009 shall be placed underground, except where otherwise approved by the City based on utility provider requirements, existing utility constraints, or other site-specific circumstances.

Use Restrictions:

8. Future use of Parcel No. 122983000001009 shall be consistent with the land uses identified in the C-2 Retail Business zoning district, as that district exists today or as it may be amended in the future, except that the following uses shall not be permitted on the parcel:

    a. Automotive repair uses;
    b. Car wash;
    c. Fuel station/mini-mart;
    d. Truck rentals;
    e. Truck stop;
    f. Vehicle sales;
    g. Funeral establishments;
    h. Laundry/dry-cleaning uses;
    i. Telemarketing services;
    j. Emergency shelters;
    k. Transitional housing; and
    l. Secondhand store.

9. Any use not listed above, but allowed in the C-2 zoning district, shall remain subject to all otherwise applicable City permitting requirements, development standards, and project-level review. *(Derived from Staff Report, pdf page 7; Application materials, Ex. 1, pdf page 27 / Application page 6 of 38.)*

Design Standards:

10. Buildings over 50 feet wide shall use one or more of the following techniques to divide building elevations into smaller parts: pronounced changes in massing; pronounced changes in wall planes; or significant variations in the cornice or roofline. *(Design Standards derived from Application materials, Ex. 1, pdf page 28 / Application page 7 of 38.)*

11. Building colors shall emphasize muted earth tones.

12. Highly reflective or glossy materials shall be used for accents only.

13. Rich materials and a variety of materials are encouraged on wall planes, roof elements, and ground-plane design features. If used, stone or decorative block veneers shall highlight significant building features and massed elements.

14. All sides of a building shall express consistent architectural detail and character.

15. Site walls and screen walls shall be architecturally integrated with the building.

16. Screening devices, site walls, and enclosed service, loading, and refuse areas shall be designed as an integral part of the building architecture. All outdoor storage and refuse collection areas shall be screened.

17. Extensive use of floor-to-ceiling glass storefronts is appropriate only under arcaded areas.

18. Rooftop mechanical equipment shall be screened.

19. All outdoor lighting for building security and parking areas shall be screened or shielded in a manner consistent with City outdoor lighting standards and shall be designed to reduce light spillover and glare on adjacent residential properties.

20. Building setbacks and building height shall be consistent with C-2 zoning standards, except as further restricted by these conditions, the applicable Development Agreement, or any property use and development agreement/concomitant agreement approved by the City Council.

21. Off-street parking shall meet the minimum standards identified in the City zoning code and any other applicable City standards in effect at the time of project-level review.

Eastern Boundary Buffer and Screening Requirements:

22. Future development of buildings or parcels adjacent to the eastern boundary of Parcel No. 122983000001009 shall meet the eastern-boundary buffer and screening standards set forth below. *(Buffer and Screening Requirements are derived from Application materials, Ex. 1,*

pdf page 28 / Application page 7 of 38.)

23. Building setback from the eastern property boundary shall be a minimum of 20 feet.

24. The building face and main entry into any building subject to the eastern-boundary standards shall not be oriented toward the eastern property boundary.

25. No reflective glazing shall be used on the east side of buildings subject to the eastern-boundary standards.

26. Screening along the eastern property boundary shall include a combination of landscaping, landscape rock, retaining wall, fencing, or other screening approved by the City.

27. Landscape/screening along the eastern property boundary shall measure a minimum of 10 feet in width, or extend to the top of the slope, whichever distance is greater, unless an alternative design is approved by the City that provides equal or superior buffering.

28. Final landscape and screening plans for the eastern boundary shall be reviewed and approved by the City prior to issuance of any building permit for commercial development adjacent to the eastern boundary.

29. Required eastern-boundary landscaping and screening shall be installed prior to, or concurrently with, completion of any commercial building on the portion of the parcel subject to the eastern-boundary standards, unless the City approves a phased installation schedule supported by bonding or other financial assurance acceptable to the City.

30. Landscaping, screening, fencing, building orientation, lighting controls, and site design shall be used, as necessary, to mitigate light, glare, vehicle headlight impacts, noise, and visual impacts on adjacent low-density residential property.

Continuing Applicability:

31. The property use and development agreement, concomitant agreement, or similar binding instrument approved in connection with this rezone shall run with the land and shall bind the owner, successors, and assigns of Parcel No. 122983000001009, unless amended or released by the City through applicable procedures.

32. Any finding, conclusion, or other statement contained in the Hearing Examiner's Recommendation that is deemed to impose a condition, limitation, or restriction on approval is hereby incorporated into these conditions by reference, unless inconsistent with the express terms of these conditions.

DRAFT

Exhibit C to Ordinance No. 2026-17

CONCOMITANT AGREEMENT

THIS CONCOMITANT AGREEMENT (hereafter "Agreement") is made and entered into this ____ day of _____, 2026, by and between the **CITY OF RICHLAND**, a Washington municipal corporation ("City"), and **COLUMBIA VALLEY PROPERTY HOLDINGS, LLC**, a Washington limited liability company ("Petitioner"). This Agreement is authorized by and is an exhibit to Ordinance No. 2026-17 approved by Richland City Council on August 18, 2026.

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

WHEREAS, the City of Richland received an application from Petitioner, through a duly authorized agent, to rezone approximately 10.26 acres in Richland, Washington from AG (Agricultural) and SAG (Suburban Agricultural) to C-2 (Retail Business); and

WHEREAS, the property subject to this Agreement is legally described as Revised Parcel 2 of Record of Survey for Boundary Line Adjustment No. 6250 (AFN 2026-004897; APN 122983000001009) located between Shockley Road (South), Keene Road (North), and Queensgate Drive (West), and sitting immediately east of the Terraces at Queensgate South Planned Unit Development, as more particularly described in Section 3 of Ordinance No. 2026-17 (hereafter the "Property"); and

WHEREAS, the Richland Hearing Examiner's recommended approval of Petitioner's rezone request is contingent upon the contemporaneous execution and recording of an appropriate concomitant agreement that limits future use and development of the Property consistent with an existing Development Agreement (Richland Contract No. 92-10), Ordinance No. 2022-03, and the applicant's proposed use, design, screening, and compatibility restrictions included in the record.

NOW, THEREFORE, it is agreed that if the Property is rezoned from Agricultural (AG) and Suburban Agricultural (SAG) to Retail Business (C-2), allowing future commercial development, Petitioner for itself, and for and on behalf of Petitioner's heirs, successors and assigns (also referred to as the "Applicant" or "Developer"), covenants and agrees that

development and use of the Property is subject to the following conditions:

A. General Conditions:

1. The rezone approval granted pursuant to Ordinance No. 2026-17 does not authorize any specific development activity, building permit, civil construction, site plan, binding site plan, subdivision, grading, utility extension, driveway, road approach, sign permit, or other project-level approval. Any future development proposal for the Property shall remain subject to all applicable City development regulations in effect at the time of such application, except as otherwise vested by law.
2. Any future development of the Property shall comply with applicable provisions of City of Richland Contract No. 92-10, as amended by Ordinance No. 2022-03, together with any other agreement of record affecting the Property.
3. Any future development of the Property shall comply with applicable City requirements for frontage improvements, utility extensions, stormwater management, fire access, road approaches, pedestrian facilities, landscaping, screening, lighting, parking, and other improvements required at the time of project-level review.
4. Access from future development onto Keene Road, Queensgate Drive, and any other adjacent public street shall be subject to road approach review and/or permits from the City. Such review may include, without limitation, review of sight distance, spacing from existing intersections, spacing from the Keene Road/Queensgate Drive intersection, traffic safety, pedestrian and bicycle facilities, and consistency with applicable City engineering and transportation standards.
5. Any future development shall provide stormwater facilities designed, constructed, and maintained in compliance with applicable City and State stormwater requirements. No future project shall be approved unless stormwater runoff from the project site can be lawfully managed on-site or through facilities approved by the City.
6. All new utilities serving future commercial buildings on the Property shall be placed underground, except where otherwise approved by the City based on utility provider requirements, existing utility constraints, or other site-specific circumstances.

B. Use Restrictions:

1. Future use of the Property shall be consistent with the land uses identified in the C-2 Retail Business zoning district, as that district exists at the time of development, except that the following uses shall not be permitted on the Property:
    a. Automotive Repair Uses, including but not limited to:
        1) Automotive Repair – Minor;
        2) Automotive Repair – Major;
        3) Automotive Repair – Specialty Shop;
    b. Car Wash;
    c. Fuel Station/Mini Mart;
    d. Truck Rentals;
    e. Truck Stop;
    f. Vehicle Sales;
    g. Funeral Establishments;
    h. Laundry/Dry Cleaning Uses, including but not limited to:
        1) Laundry/Dry Cleaning Com.;
        2) Laundry/Dry Cleaning, Neighborhood;
        3) Laundry/Dry Cleaning, Retail;
        4) Laundry – Self Service;
    i. Telemarketing Services;
    j. Emergency Shelters;
    k. Transitional Housing; and
    l. Secondhand Store;

2. Any use not listed above, but allowed in the C-2 zoning district, shall remain subject to all otherwise applicable City permitting requirements, development standards, and project-level review.

C. Design Standards:

1. Development within the Property shall adhere to the following design standards:
    a. Buildings over fifty (50) feet wide shall use one of more of the following techniques to divide building elevations into smaller parts:
        1) Pronounced changes in massing;
        2) Pronounced changes in wall planes; or
        3) Significant variations in the cornice or roofline.
    b. Building colors shall emphasize muted earth tones.
    c. Highly reflective or glossy materials shall be used for accents only.

d. Rich materials and a variety of materials are encouraged on both wall planes, roof elements, and ground-plane design features. If used, stone or decorative block veneers shall highlight significant building features and massed elements.
e. All sides of a building shall express consistent architectural detail and character.
f. Site walls and screen walls shall be architecturally integrated with the building.
g. Screening devices, site walls and enclosed service, loading and refuse areas shall be designed to be an integral part of building architecture. All outdoor storage and refuse collection areas shall be screened.
h. Extensive use of floor-to-ceiling glass storefronts is appropriate only under arcaded areas.
i. Rooftop mechanical equipment shall be screened.
j. All outdoor lighting for building security and for lighting parking areas shall be screened in a matter consistent with the City outdoor lighting standards.
k. All utilities serving commercial buildings shall be underground.
l. Building setbacks and building height shall be consistent with the C-2 zoning standards.
m. Off-street parking requirements shall meet the minimum standards as identified in the City zoning standards.

D. <u>Eastern Boundary Buffer and Screening Requirements</u>:

1. Future development of buildings or parcels adjacent to the eastern boundary of the Property shall meet the eastern-boundary buffer and screening standards set forth below:
    a. Building setback from the eastern property boundary shall be a minimum of twenty (20) feet.
    b. The building face and main entry into any building subject to the eastern-boundary standards shall not be oriented toward the eastern property boundary.
    c. No reflective glazing shall be used on the east side of any building subject to the eastern-boundary standards.
    d. Screening along the eastern property boundary shall be a combination of landscaping, landscape rock, retaining wall, fencing, or other screening approved

by the City.

e. Landscape/screening along the eastern property boundary shall measure a minimum of 10 feet in width, or extend to the top of the slope, whichever distance is greater, unless an alternative design is approved by the City that provides equal or superior buffering.

f. Final landscape and screening plans for the eastern boundary shall be reviewed and approved by the City prior to issuance of any building permit for commercial development adjacent to the eastern boundary.

g. Required eastern-boundary landscaping and screening shall be installed prior to, or concurrently with, completion of any commercial building on the portion of the parcel subject to the eastern-boundary standards, unless the City approves a phased installation schedule supported by bonding or other financial assurance acceptable to the City.

h. Landscaping, screening, fencing, building orientation, lighting controls, and site design shall be used, as necessary, to mitigate light, glare, vehicle headlight impacts, noise, and visual impacts on adjacent low-density residential properties.

This Agreement shall be recorded in the public records of Benton County, Washington, and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioner with respect to the subject Property or any part thereof, until such time as the terms of this Agreement are amended or released by the City through applicable procedures.

Any finding, conclusion, or other statement contained in the Hearing Examiner's June 2, 2026 Recommendation (Exhibit B to Ordinance No. 2026-17) that is deemed to impose a condition, limitation, or restriction on approval is hereby incorporated into the conditions contained in this Agreement by reference, unless inconsistent with the express terms of this Agreement.

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

the right to enforce this covenant in any court of competent jurisdiction.

This Agreement is formed and shall be construed under the laws of the State of Washington.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands, with the intent to be legally bound, on the day and year first written above. This Agreement shall take effect upon its recordation in the Benton County Auditor's Office.

CITY OF RICHLAND

_____
Jon Amundson
City Manager

PETITIONER

_____
Mallikarjuna R. Vallem
Petitioner

APPROVED AS TO FORM:

_____
Heather Kintzley
City Attorney

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
: SS
COUNTY OF BENTON)

On this _____day of _____, 2024, before me personally appeared **Jon Amundson**, **City Manager** for the City of Richland, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

_____
Signature

Notary Public in and for the State of _____
Residing at _____
My appointment expires_____

DRAFT

STATE OF WASHINGTON)
: SS
COUNTY OF BENTON)

On this _____day of _____, 2025, before me personally appeared **Mallikarjuna R. Vallem**, **Authorized Agent** for **Columbia Valley Property Holdings LLC**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

_____
Signature

Notary Public in and for the State of _____
Residing at _____
My appointment expires_____

CITY OF RICHLAND
PLANNING DIVISION
625 Swift Boulevard, MS-35
Richland, WA 99352
(509) 942-7794

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

GENERAL INFORMATION:

Proposal Name:	2155 Keene Road Rezone
Location:	2155 Keene Road (Assessor Parcel Numbers 122983000001009 and 122983000002008)
Applicant(s):	Rick Simon of RPS Planning Consultant LLC
Property Owner:	Mallikajurana Vallem of Columbia Valley Properties Holdings LLC
File #:	PLN-T3A-2026-00006
Description:	Request to rezone 2155 Keene Road (APN 122983000001009 and 122983000002008) from Suburban Agricultural (SAG) and Agricultural (AG) to Retail Business Use (C-2).
Project Type:	Type IIIA Site-Specific Rezone
Hearing Date:	May 11, 2026
Report By:	Ryan Nelson, Senior Planner
Recommended Action:	Approval

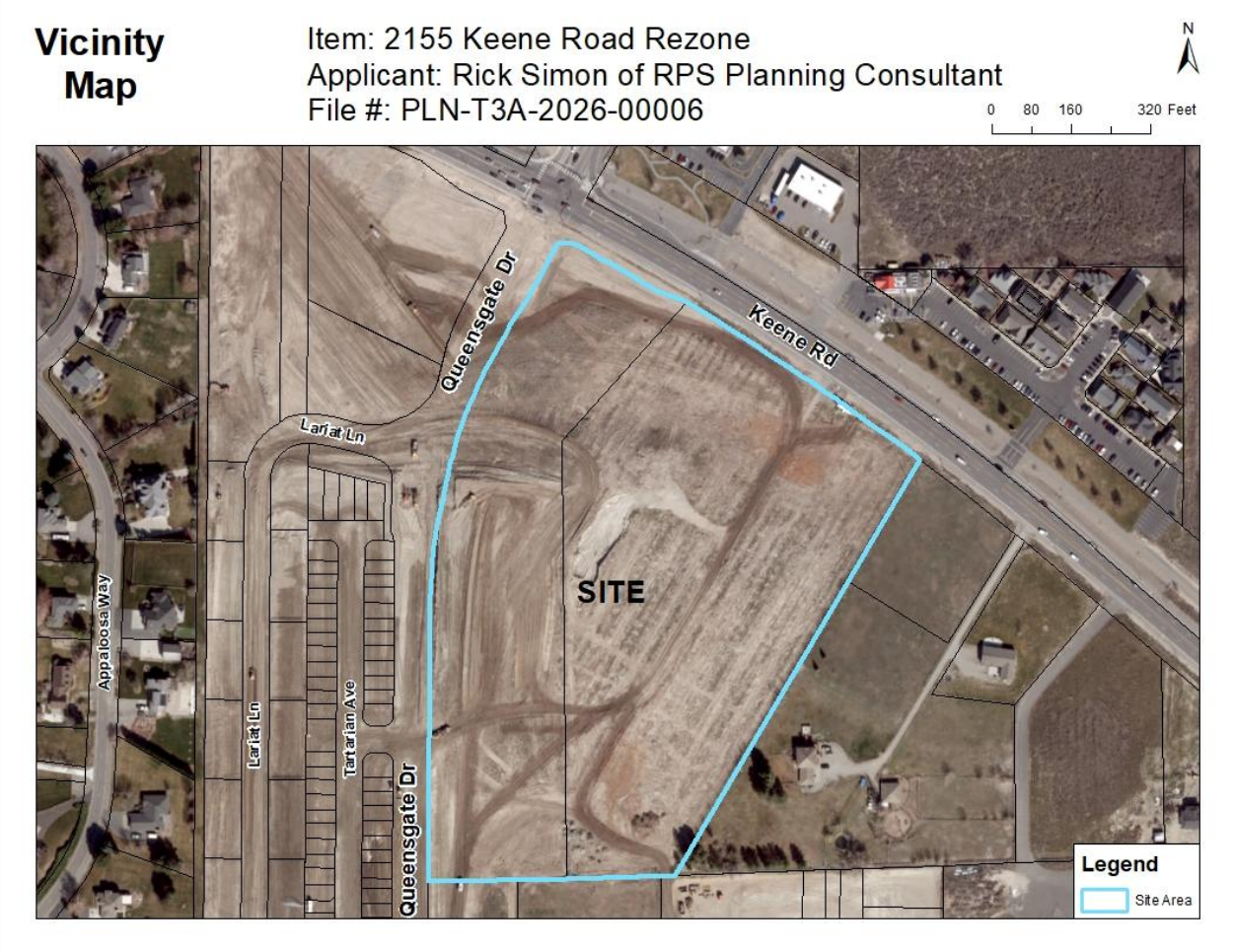


Figure 1 – Vicinity Map

Description of Proposal

Rick Simon of RPS Planning Consultant LLC, on behalf of the property owner, Mallikajurana Vallem of Columbia Valley Properties, has submitted a Zoning Map Amendment application, requesting to rezone 2155 Keene Road, parcel numbers 122983000001009 and 122983000002008, from the Suburban Agricultural (SAG) and Agricultural (AG) zoning districts to the retail business use (C-2) district. The purpose of this change is to enable commercial development to proceed in agreement with the underlying City Comprehensive Plan land use designation of Commercial (COM). 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 Suburban Agricultural [SAG] and 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

This rezone is comprised of two (2) parcels totaling approximately 10.26 acres in size and is located south of Keene Road, east of Queensgate Drive, east of Lariat Lane, east of Tulare Street, and northwest of Fairhaven Loop.

The project site is relatively flat with a downward slope going north towards Keene Road and has been cleared of any prior vegetation.

Current Land Use Designations and Uses:

Parcel Number	Land Use Classification	Current Use
122983000001009	Commercial	Former Ag Land
122983000002008	Commercial	Former Open Space

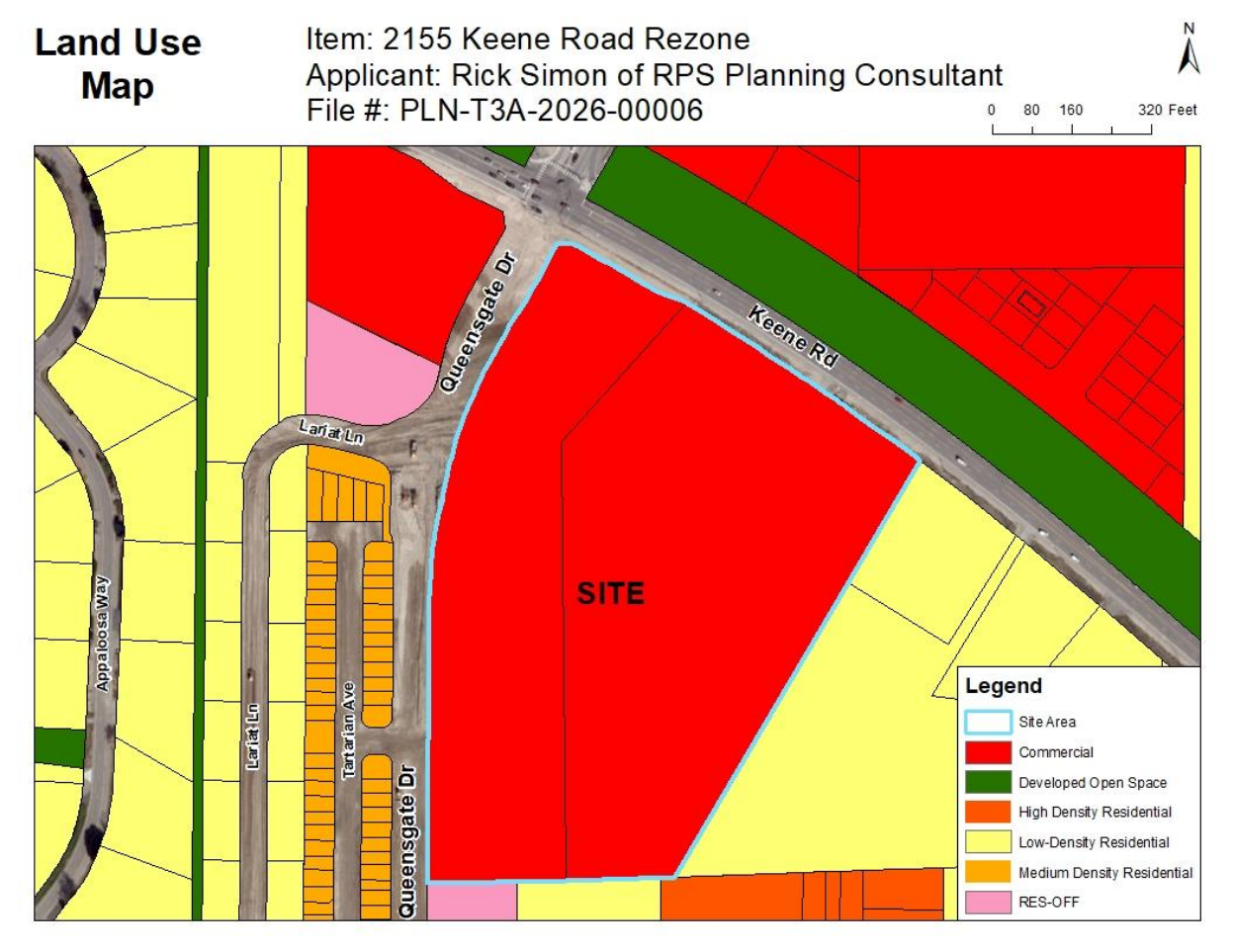


Figure 2 – Land Use Map

Applicable City Goals & Policies

Provided below is a set of the City's Comprehensive Plan goals & policies which are particularly applicable to the proposed rezone application.

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

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

Land Use Element – Goal 4
Promote commercial and industrial growth that supports the City's economic development goals.

- Policy 1: Accommodate a variety of commercial land uses including retail and wholesale sales and services, and research and development services.

- Policy 5: In areas where residential uses are in close proximity to industrial or commercial lands, adequate development standards should be use in industrial or commercial developments to mitigate the impacts on residential uses.

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

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

Current Zoning Designations

The subject parcels have a current zoning designations of AG – Agricultural use district and SAG – Suburban Agricultural use district. The land was annexed into the City in 1974 by Ordinance 40-74.

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 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)].

The suburban agricultural use district (SAG) is a zone classification providing for residential areas, rural in nature, with sufficiently large lots to allow for the maintenance of certain animals and farm crops, while at the same time establishing and maintaining a living environment of high standards for residential uses. 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 23.14.010(B)].

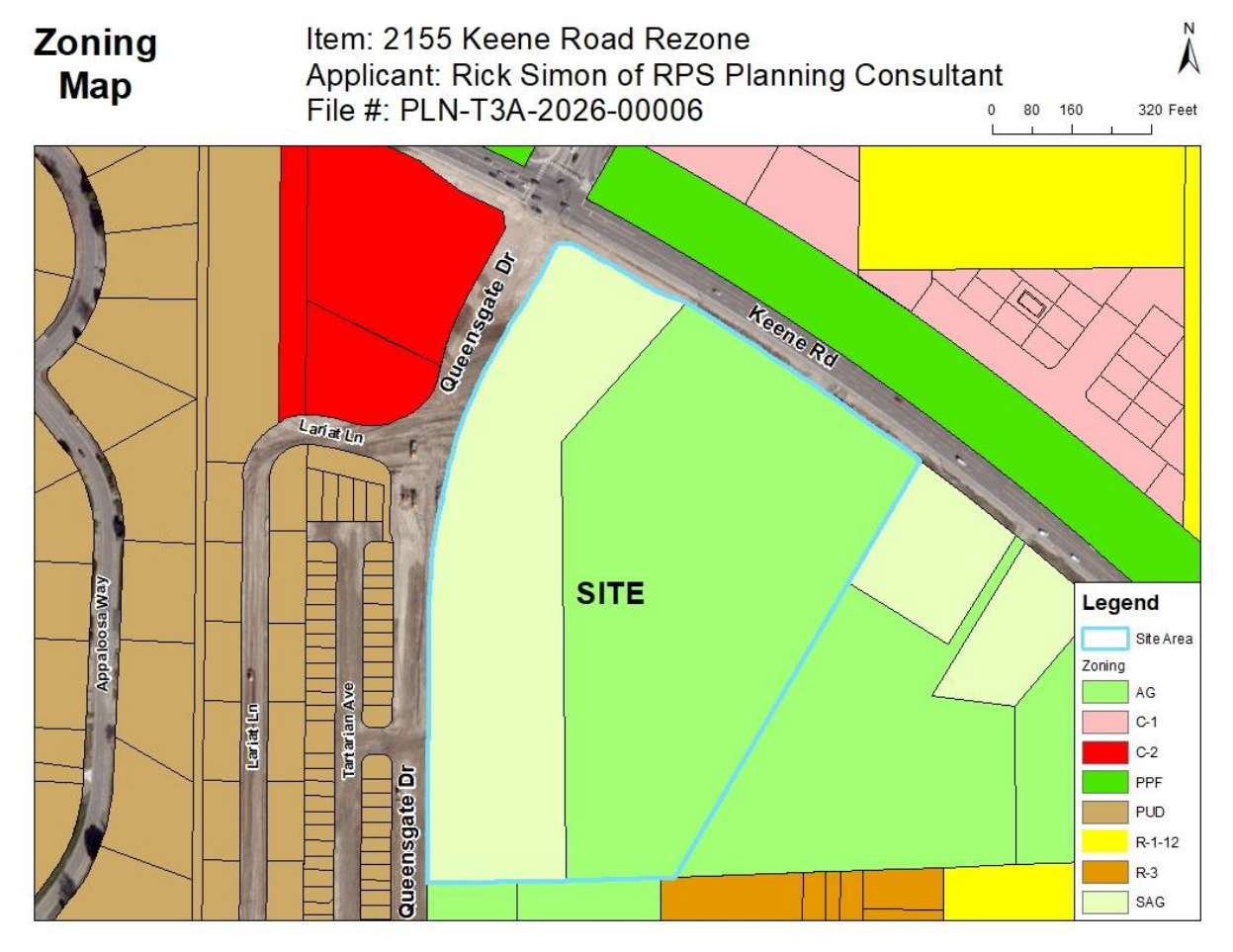


Figure 3 – Zoning Map

The surrounding parcels are zoned as follows:

North	PPF: Parks and Public Facilities and C-1: Neighborhood Retail Business
East	SAG: Suburban Agricultural and AG: Agricultural
South	AG: Agricultural and R-3: Multiple-Family Residential
West	PUD: Planned Unit Development and C-2: Retail Business

Requested Zoning

Following the applicant's request, City staff is presenting this staff report and associated application materials for a site-specific rezone of 10.2 acres from SAG and AG to C-2. The purpose statements of the requested zoning are detailed below:

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:

23.22.020 Performance standards and special requirements.

There are no performance standards and/or special requirements for the C-2 zoning district.

C-2 Site Requirements and development standards

The following standards apply to 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[14]	0 feet[2]
Minimum Side Yard Setback	None
Minimum Rear Yard Setback	None
Maximum Building Height[14, 15]	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 utility connections in place and near the proposed rezone sites. All existing utilities have adequate capacity to supply any future development. However, any new utility connections will need to be extended from nearby rights-of-way.

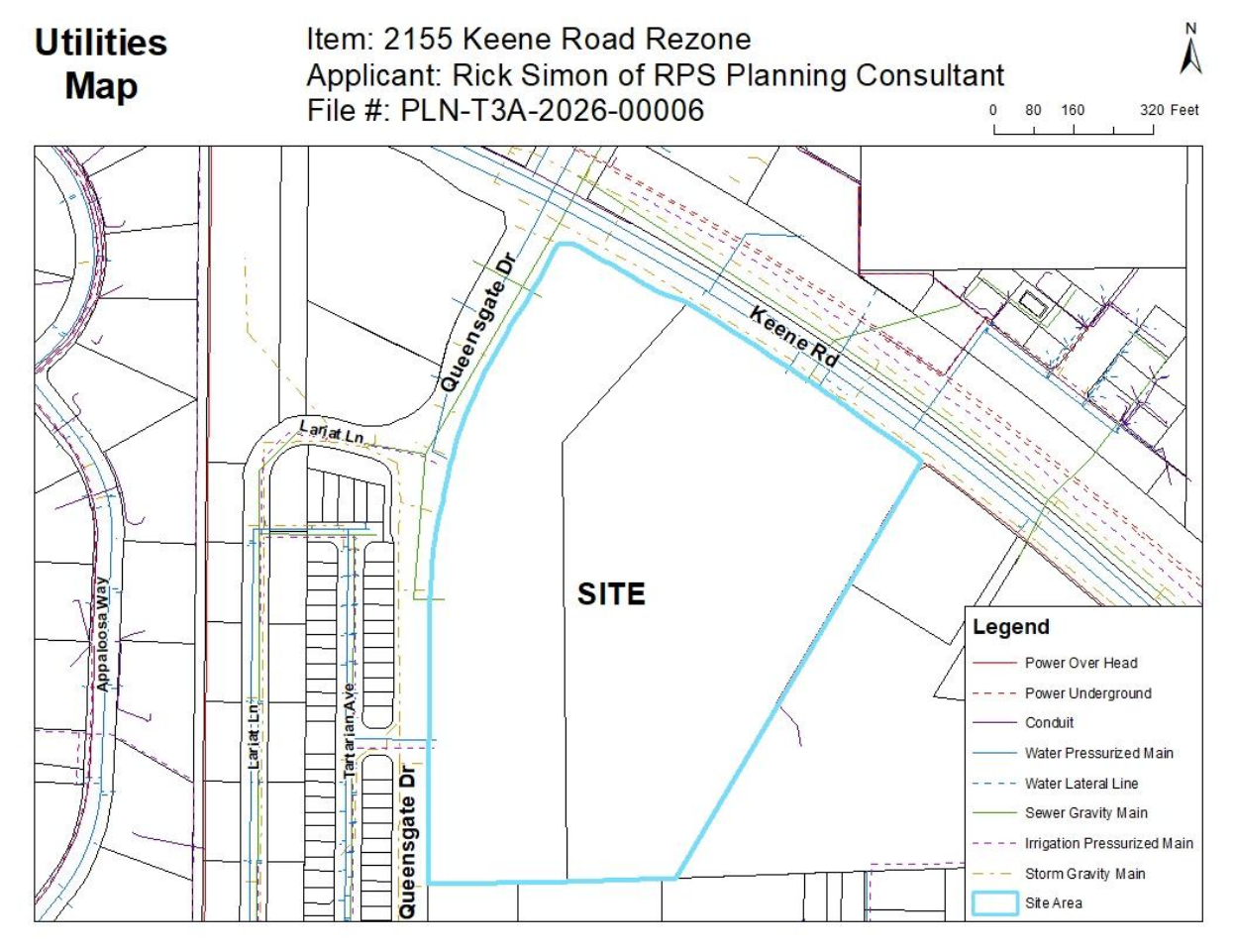


Figure 4 – Utilities Map

Sewer

There are two (2) gravity sewer mains in the vicinity. There is an 8-inch gravity main that runs under Queensgate Drive and a 12-inch gravity main that runs parallel to the north side of Keene Road. Both parcels, under Record of Survey (RS) #6250 (Exhibit 5) have stubs connecting to the appropriate sewer main.

Water

There are two (2) distribution mains within the Queensgate Drive and Keene Road rights-of-way. The main along Queensgate Drive is an 8-inch pipe and the main along Keene Road a 24-inch pipe. Both water mains are within the Tapteal I pressure zone. There is an existing water connection stub along Keene Road and no water stubs along Queensgate Drive. Water connections will need to be extended to serve any future development on the subject parcels.

Irrigation

There are two existing irrigation distribution mains along Queensgate Drive. The main closer to Keene Road is a 6-inch main and the main further south, at the intersection of Queensgate Drive and Tulare Street) is an 8-inch main, which is stubbed to serve the subject parcels. Irrigation services are provided by the Kennewick Irrigation District.

Stormwater

The City does not have an active underground stormwater line. However, there is a open stormwater dirt ditch parallel to Keene Road, along the northern edge of the subject site. Any future development will need to install stormwater facilities and be maintained on-site per City and State stormwater runoff requirements.

Power

There are underground vaults and a 6-inch conduit on the east side of Queensgate Drive with a couple of vaults on the southeast corner of the Keene Road and Queensgate Drive intersection. Any future development will need to contact Energy Services for electrical services needs and/or connections.

Natural Gas

There is an existing 6-inch underground natural gas pipe which runs parallel along the east side of Queensgate Drive. Any future development require natural gas will need to contact Cascade Natural Gas for service connections.

Transportation & Access

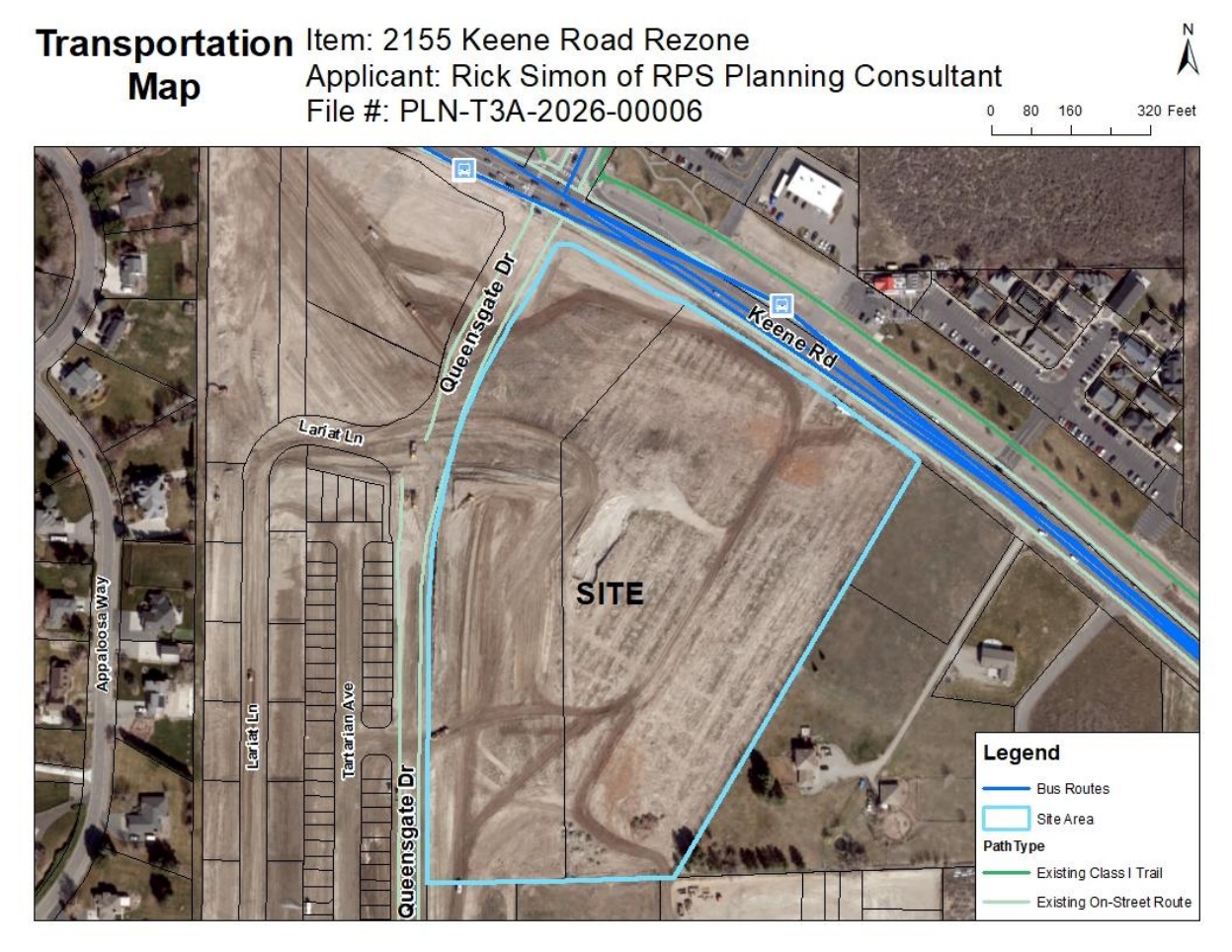


Figure 5 – Transportation Map

Primary access into any future development will come from the existing future road connections at Lariat Lane and Tulare Street along Queensgate Drive. Any connection(s) to Keene Road will need to be reviewed by Public Works, as Keene Road is designated as a “Principal Arterial” and Queengsate Drive is designated as a “Major Collector” road.

Sidewalks will likely need to be installed on Queensgate Drive and Keene Road for any future development.

There is an existing trail on the north side of Keene Road and there are on-street bicycle lanes along both Queensgate Drive and Keene Road. There is one (1) public transit route, Ben Franklin Transit (BFT) Route 123, that runs along Keene Road, with designated bus stops just north and west of the subject site. Furthermore, the Queensgate Transit Center is approximately 1,700 linear feet from the northernmost point of the subject site, which has connections for and to BFT Routes 10, 27x, 123, and 170.

Easements

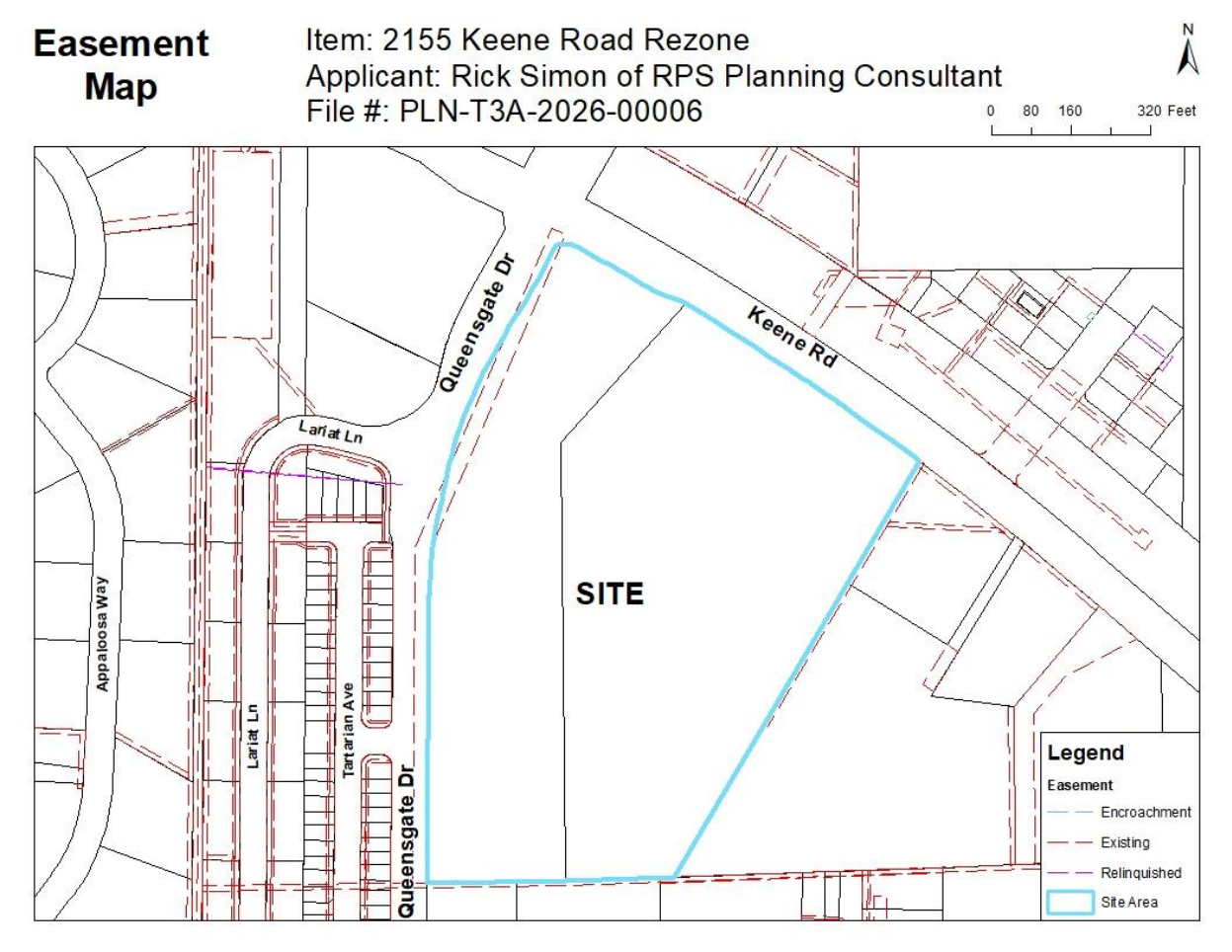


Figure 6 – Easement Map

There are three (3) easements within the proposed rezone. First, is a 10-foot-wide utility easement which runs parallel to Bermuda Road within the subject parcel. Second, there are two (2) existing temporary utility easements, which are future road connections at the northern and southern ends of the subject parcel. Finally, there is an approximate 60-foot wide easement, which runs east and west and follows the proposed westward Gage Boulevard extension.

Fire Safety

The City of Richland Fire Department will provide fire protection services for any future development. Currently, there is a hydrant in place along the northern portion of the subject site along Keene Road. There are no current or proposed fire hydrants along Queensgate Drive. Any future development will need to coordinate with the Richland Fire Department to determine placement of any new hydrants.

Schools
The plat falls within the boundaries of the Richland School District. There are two (2) elementary schools near the subject site. The nearest schools are Orchard Elementary School which is approximately 6,100 linear feet to the southeast and White Bluffs Elementary which is approximately 6,300 linear feet to the west of the subject site.

SEPA
The proposal is not subject to State Environmental Review under the State Environmental Policy Act, as the proposal meets the requirements of WAC 197-11-800(6)(c).

Critical Areas
There are no critical areas on the subject site, as the site has been cleared and graded of any vegetation and/or major slopes.

Shoreline Master Program
The subject site lies outside 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 or any future proposal.

Agency Comments
A variety of public agencies and City departments were given an opportunity to comment on the proposal. Staff did receive comments during the comment period but comments expressed no concerns with the proposed rezone action.

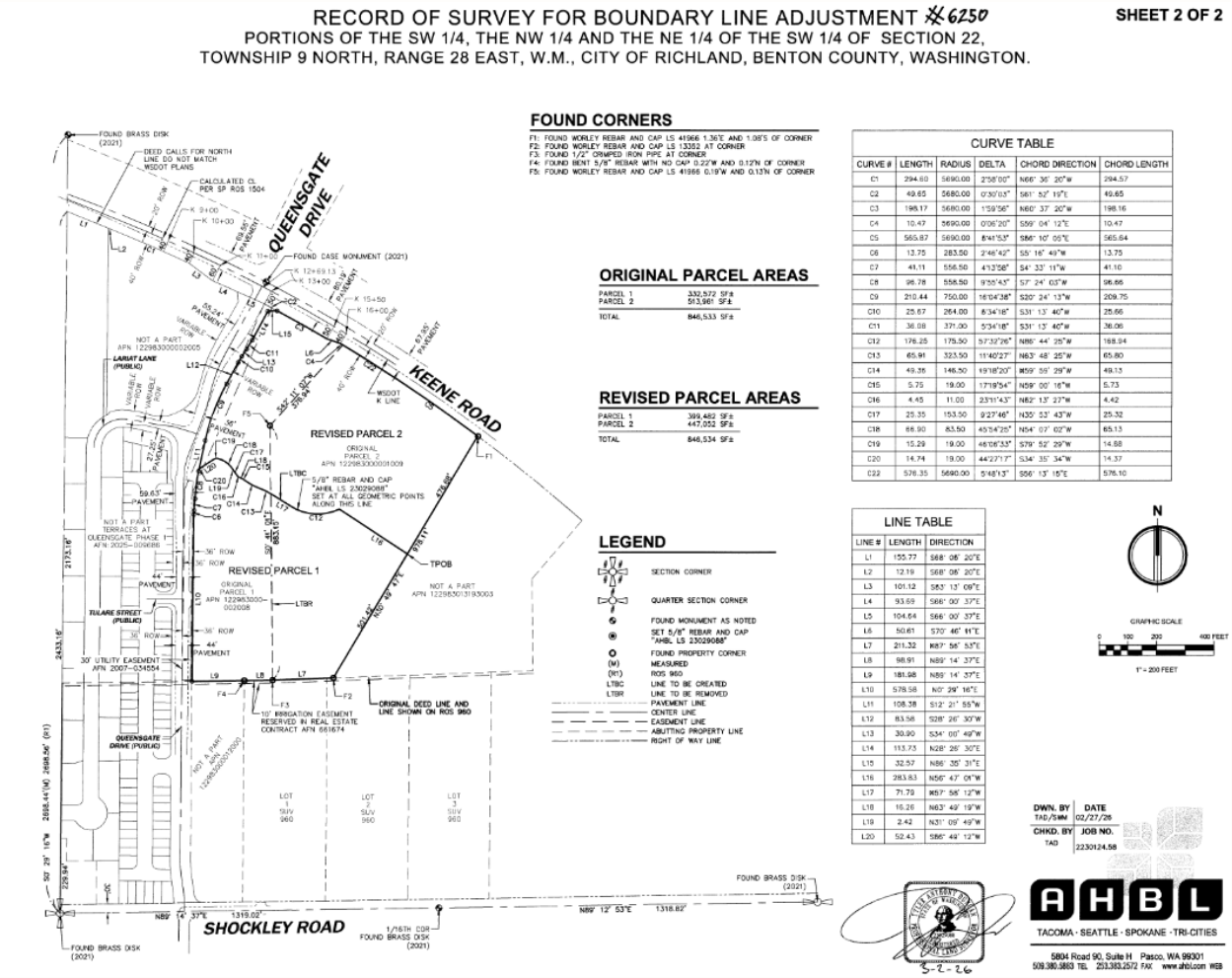
Public Comments
Owners of all properties within a 300-foot radius of the plat site were directly notified of the project by way of USPS mailing. As of the date of this report, city staff have received no public comments regarding this proposed zoning action.

Public Notice
Notice of Hearing Mailed:	April 10, 2026
Notice of Hearing Posted:	April 13, 2026
Notice of Hearing Published:	April 12, 2026
Public Hearing:	May 11, 2026

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
The project site is bordered on east, south, and west by existing single-family residential development and commercial development to the north. The City has anticipated future development of these properties and conditions were put in place through an approved Property Use and Development Agreement, City of Richland Contract No. 92-10 (Exhibit 6), which was amended and adopted as part of Ordinance 2022-03 (Exhibit 7).

Furthermore, the property lines for both parcels have been re-aligned from a north-south configuration to an east-west configuration and was recorded under Record of Survey #6250 (Exhibit 5).



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 Commercial [COM] uses by the City's Comprehensive Plan. The rezone request would serve to effectuate those plans. The subject property remains 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 designation, and any future, project-specific proposal(s) shall meet city development regulations, including but not limited to, 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 approval of the proposed zoning map amendment to the Richland City Council.

Suggested Findings and Conclusions

Staff has completed its review of the request for a rezone (PLN-T3A-2026-00006) and recommends approval of the request based on the following:

1. The property owner in this matter is Mallikajurana Vallem of Columbia Valley Property Holdings, with the applicant, Rick Simon of RPS Planning Consultant LLC, acting on behalf of, and as the lead contact.

2. The application is to rezone two (2) parcels: Benton County Assessor's Tax Parcel Numbers 122983000001009 and 122983000002008.

3. The lots are currently zoned Suburban Agricultural use district (SAG) and Agricultural use district (AG).

4. The requested zone change is to change zoning of the parcels from SAG (Suburban Agricultural) and AG (Agricultural) to C-2 (Retail Business Use).

5. The subject site has been cleared and graded from any previous vegetation.

6. The site is relatively flat with a downhill slope going from south (around 564' in elevation) to the north (around 528' in elevation) towards Keene Road.

7. The surrounding area is transitioning from agricultural uses to multi-family residential and commercial uses.

8. The City's Comprehensive Plan designates these parcels as Commercial [COM], per the amended Property Use and Development Agreement, City of Richland Contract No. 92-10 (Exhibit 6), contained within Ordinance 2022-03 (Exhibit 7).

9. The current Suburban Agricultural (SAG) and Agricultural (AG) zones do not implement the City's Comprehensive Plan land use designations.

10. 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.

11. No portion of this proposed rezone is in the Shoreline Management Program's jurisdiction.

12. No portion of this proposed rezone area is within a designated critical area.

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

14. Notice requirements of RMC 19.30.040 have been met.

15. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

16. Record of Survey Number 6250 (Exhibit 5) re-oriented the properties from a north-south direction to an east-west direction.

Exhibit List

1. Application Materials
2. Maps
3. Public Notices & Affidavits
4. Agency Comments
5. Record of Survey #6250 (AFN 2026-004867)
6. City of Richland Contract No. 92-10 (AFN 2010-024273)
7. Ordinance 2022-03

Exhibit 1

City of Richland
625 Swift Blvd
Richland WA 99352
(509) 942-7794

Plan Snapshot Report

Plan Type:	Type 3A	**Plan #:**	PLN-T3A-2026-00006	**App Date:**	03/18/2026
Work Class:	T3A - Site Specific Rezone	**District:**	City of Richland	**Exp Date:**	NOT AVAILABLE
Status:	In Review			**Completed:**	NOT COMPLETED
Description:	Rezone 10.2 acres from Suburban Agriculture and Agriculture to C-2 Retail Business on Revised Parcel #2 per Record of Survey for Boundary Line Adjustment #6250.			**Approval Expire Date:**	

Parcel:		**Address:**		**Zone:**
122983000001009		2155 Keene Rd Richland, WA 99352	Main	
122983000002008	Main	2121 Keene Rd Richland, WA 99352		

Property Owner
Mallikajurana Vallem
719 Mara Loop
Richland, WA 99352
Mobile: (619) 400-7845

Applicant
Rick Simon
98402 N HARRINGTON RD
WEST RICHLAND, WA
99353-8722
Home: (509) 531-0142
Business: (509) 531-0142
Mobile: (509) 531-0142

Engineer
Robert McLeod
Business: (509) 222-0959
Mobile: (509) 303-8810

Plan Custom Fields

PreAppQuestionBox	Waived	Current Land Use Designation	Commercial	Current Zoning	SAG - Suburban Agriculture and AG - Agricultural
Proposed Use	No specific uses proposed yet. C-2 Retail Business zoning is requested.	Requested Zoning	C2 - Retail Business	Current Comp Plan	Commercial
Area of Property	10.26	Unique Characteristics	The property proposed for rezone has frontage along two major transportation corridors: Keene Road and Queensgate Drive. Existing commercial zoning is already in place to the north and west of the site. Additionally, the site is located within .4 miles of a freeway interchange. These factors create a set of unique circumstances that make the site extremely attractive for commercial development and justify the rezone of the property to C-2 Retail Business.	Hardship	If denied, the site's existing Agricultural and Suburban Agricultural zoning would remain in place. Neither of these existing zones are appropriate for this site. Agricultural zoning within the City's urban growth area is intended to serve as a holding zone and suburban agricultural zoning is intended to be applied in rural areas to provide for the maintenance of animals and farm crops (See RMC 23.14.010.) Rural or agricultural land use is not appropriate in locations that are largely surrounded by urban development, with close proximity to urban services, utilities and a freeway interchange. The hardship imposed on the property owner would be

	the denial of reasonable use for the property in favor of agricultural and rural uses that are inappropriate given the existing urban nature of land uses in the vicinity. The City would suffer hardships because land ideally suited for commercial use would not be available for development, in contradiction to its comprehensive plan.	Conforms to Patterns	There is existing commercial zoning located directly north, across Keene Road from the site and directly to the west, across Queensgate Drive. Rezoning of this site will complete the pattern of commercial zoning on all four legs of the Keene/Queensgate intersection. Additionally, the development agreement that governs future development of the site requires specific mitigation measures to address the impacts of commercial development on the adjacent rural parcel.	Granting or Denial Benefits	Commercial development of the site under the proposed rezone will provide commercial zoning at all four corners of the intersection of two arterial streets: Keene Road and Queensgate Drive. That together with the traffic signalization at this intersection and the excellent visibility it enjoys will make the site an attractive one for commercial development and in so doing will also increase the viability of commercial development on the adjoining commercial properties. Further, the site is located within easy walking distance to a developing townhome neighborhood and a convenient driving/biking distance for a large number of South Richland residents. All of these factors represent beneficial effects of the proposed rezone. commercial property without an economically viable use.
OverallPurposeBenefits	The City will benefit through the commercial development of the property, which would provide additional commercial services in the growing South Richland area, thereby providing City residents with both additional shopping and job opportunities, while providing the City with additional sales and property tax revenues. Rezoning the site is consistent with both the City's future land use map as well as the goals and policies of the City's comprehensive plan. (Refer to page 8 of the attached narrative for a more complete discussion of the application's conformance to the comprehensive plan.)	Impacts to City	The initial development of the Queensgate South area resulted in the extension of Queensgate Drive between Keene and Shockley Roads, which is an important extension called for in the City's Transportation Plan. Implementation of the City's Transportation Plan provided benefit to the City and allows for commercial development in a location where the existing street network has capacity for additional traffic. Commercial zoning of the site provides opportunity for development in a prime and highly visible location that would help to implement the City's Land Use Plan; add to the City's retail tax base and provide additional opportunities for retail and service business in the growing South Richland area. Denial of the rezone application would frustrate the City's plans and would leave a prime		

PLAN SNAPSHOT REPORT (PLN-T3A-2026-00006)

Rezone Better Use	The rezone is consistent with the city's plan.	Spot rezone or larger	See page 13 of the attached narrative.	Impacts on Environment Public Safety	The site does not contain any critical areas as identified in the City's comprehensive plan. Further, the environmental work already prepared for the previous PUD project provides detailed environmental information without identifying any significant adverse impacts. Development of the site will impact public safety, as commercial development will require police, fire and emergency service protection beyond what is needed for undeveloped property. The City's development standards applicable to commercial development will require adherence to building and fire code standards, placement of fire hydrants, and/or the installation of fire protective sprinkler systems. The specific design requirements of these buildings will be reviewed and approved at the time detailed construction plans are submitted to the city for review. Further, the site is located approximately one mile from the existing fire station on Duportail Avenue and so will easily meet desired emergency response times for the fire department. Application of building code, fire code and public works standards will ensure that public safety will be maintained. Revenues associated with commercial development including sales and property taxes will provide the City with revenue to absorb the additional costs associated with providing public safety services to the site.

City of Richland
Development Services

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

Pre-Application Conference Waiver

PROPERTY OWNER INFORMATION	☐ Contact Person
Owner: Columbia Valley Property Holdings, LLC	
Address: 719 Mara Loop, Richland WA 99352	
Phone: 619-400-7845	Email: mvallem@brickwise-holdings.com

APPLICANT/CONTRACTOR INFORMATION (if different)	■ Contact Person
Company: RPS Planning Consultant LLC	UBI#
Contact: Rick Simon	
Address: 98402 N Harrington Rd, West Richland, WA 99353	
Phone: 509-531-0142	Email: rpsimon60@gmail.com

PROPERTY INFORMATION
Parcel #: 122983000002008 & 122983000001009
Legal Description: Revised Lot 2 of Record Survey #6250

	TYPE II APPLICATIONS		TYPE III APPLICATION
☐	Flood Plain Variance	☐	Non-residential Shoreline Substantial Development
☐	Critical Areas & Resource Lands Variance/Viable Use	☐	Residential Shoreline Substantial Development
☐	Binding Site Plan	☐	Shoreline Variance/Conditional Use
☐	Administrative Variance	☐	Conditional Use
		☐	Subdivision
		☑	Rezone (site specific)
		☐	Vacation/Alteration of a Subdivision
		☐	Variance
☐	Other:		

I understand the waiver of a pre-application conference increases the maximum time for review for technically complete status and increases the risk the application will be rejected or processing will be delayed.

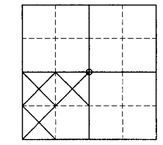
Applicant Printed Name: Rick Simon

Applicant Signature: _____ Date 03/27/2006

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT #6250

PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

SECTION INDEX
S 22, T 9 N, R 28 E, WM
BENTON COUNTY, WA



ORIGINAL LEGAL DESCRIPTIONS

PARCEL 1

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 198.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°52'19" EAST A DISTANCE OF 49.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03" A DISTANCE OF 49.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'56" A DISTANCE OF 198.16 FEET; THENCE SOUTH 70°46"11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 59°04'12" EAST A DISTANCE OF 10.47; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'20" A DISTANCE OF 10.47 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET; THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE NORTH LINE OF LOT 1 AS DEPICTED ON SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 960, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 89°14'37" WEST ALONG SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 280.89 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 578.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 283.50 FEET, THE CHORD OF WHICH BEARS NORTH 05°16'49" EAST A DISTANCE OF 13.75 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°46'42" A DISTANCE OF 13.75 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 556.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°13'58" A DISTANCE OF 41.11 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 558.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°55'43" A DISTANCE OF 96.78 FEET; THENCE NORTH 12°21'55" EAST A DISTANCE OF 108.38 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 750.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°04'35" A DISTANCE OF 210.44 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 83.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 264.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°34'18" A DISTANCE OF 25.67 FEET; THENCE NORTH 34°00'49" EAST A DISTANCE OF 30.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 371.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°34'18" A DISTANCE OF 36.08 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 113.73 FEET; THENCE NORTH 86°35'31" EAST A DISTANCE OF 32.57 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

PARCEL 2

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365 SAID PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°32'05" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 797.55 FEET; THENCE, LEAVING SAID LINE, THENCE NORTH 89°14'37" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 733.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87°56'53" EAST A DISTANCE OF 211.32 FEET; THENCE NORTH 30°49'47" EAST A DISTANCE OF 978.11 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD ON A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT OF WHICH BEARS SOUTH 36°40'51" WEST A DISTANCE OF 5690.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°41'53" A DISTANCE OF 565.87 FEET; THENCE, LEAVING SAID MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET; THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE POINT OF BEGINNING.

REVISED LEGAL DESCRIPTIONS

PARCEL 1

THAT PORTION OF PARCEL F AS DEPICTED ON RECORD OF SURVEY 5562, RECORDED UNDER AUDITOR'S FILE NUMBER 2021-040767, RECORDS OF BENTON COUNTY, WASHINGTON, AND REVISED LOT 1 AS DEPICTED ON RECORD OF SURVEY 6128, RECORDED UNDER AUDITOR'S FILE NUMBER 2025-004511, RECORDS OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 198.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°52'19" EAST A DISTANCE OF 49.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03" A DISTANCE OF 49.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'56" A DISTANCE OF 198.17 FEET; THENCE SOUTH 70°46"11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 56°13'15" EAST A DISTANCE OF 576.10 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°48'13" A DISTANCE OF 576.35 FEET TO THE NORTHEAST CORNER OF SAID PARCEL F; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 30°49'47" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 476.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, NORTH 56°47'01" WEST A DISTANCE OF 283.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.50 FEET, THE CHORD OF WHICH BEARS NORTH 86°44'25" WEST A DISTANCE OF 168.94 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°32'26" A DISTANCE OF 176.25 FEET; THENCE NORTH 57°58'12" WEST A DISTANCE OF 71.79 FEET THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 323.50 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'27" A DISTANCE OF 65.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 146.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°18'20" A DISTANCE OF 49.36 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 19.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'54" A DISTANCE OF 5.75 FEET; THENCE NORTH 63°49'19" WEST A DISTANCE OF 16.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 11.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°11'43" A DISTANCE OF 4.45 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 153.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'46" A DISTANCE OF 25.35 FEET; THENCE NORTH 31°09'49" WEST A DISTANCE OF 2.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 83.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°54'25" A DISTANCE OF 66.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°06'33" A DISTANCE OF 15.29 FEET; THENCE SOUTH 56°49'12" WEST A DISTANCE OF 52.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°27'17" A DISTANCE OF 14.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 AND THE END OF THIS DESCRIPTION.

PARCEL 2

THAT PORTION OF PARCEL F AS DEPICTED ON RECORD OF SURVEY 5562, RECORDED UNDER AUDITOR'S FILE NUMBER 2021-040767, RECORDS OF BENTON COUNTY, WASHINGTON, AND REVISED LOT 1 AS DEPICTED ON RECORD OF SURVEY 6128, RECORDED UNDER AUDITOR'S FILE NUMBER 2025-004511, RECORDS OF SAID COUNTY, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 198.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°52'19" EAST A DISTANCE OF 49.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03" A DISTANCE OF 49.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'56" A DISTANCE OF 198.17 FEET; THENCE SOUTH 70°46"11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 56°13'15" EAST A DISTANCE OF 576.10 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°48'13" A DISTANCE OF 576.35 FEET TO THE NORTHEAST CORNER OF SAID PARCEL F; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 30°49'47" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 476.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, NORTH 56°47'01" WEST A DISTANCE OF 283.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.50 FEET, THE CHORD OF WHICH BEARS NORTH 86°44'25" WEST A DISTANCE OF 168.94 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°32'26" A DISTANCE OF 176.25 FEET; THENCE NORTH 57°58'12" WEST A DISTANCE OF 71.79 FEET THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 323.50 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'27" A DISTANCE OF 65.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 146.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°18'20" A DISTANCE OF 49.36 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 19.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'54" A DISTANCE OF 5.75 FEET; THENCE NORTH 63°49'19" WEST A DISTANCE OF 16.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 11.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°11'43" A DISTANCE OF 4.45 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 153.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'46" A DISTANCE OF 25.35 FEET; THENCE NORTH 31°09'49" WEST A DISTANCE OF 2.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 83.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°54'25" A DISTANCE OF 66.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°06'33" A DISTANCE OF 15.29 FEET; THENCE SOUTH 56°49'12" WEST A DISTANCE OF 52.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°27'17" A DISTANCE OF 14.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 AND THE END OF THIS DESCRIPTION.

BASIS OF BEARING

NAD 1983/11
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS OBSERVATIONS USING WSRN AND GEOID 2012A. UNITS OF MEASUREMENT ARE US SURVEY FEET.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 2nd DAY OF March,
2026, AT 3:37 MINUTES PAST 1:00 P M. RECORDS OF
THE Benton COUNTY AUDITOR, Kennewick, WASHINGTON.
RECORDING NUMBER 2026-004867.
Brenda Chilton
COUNTY AUDITOR
$428.50
FEE
BB (deputy)
BY

2026-004867 B: 01 P: 6250 SUR
03/02/2026 01:37:24 PM Pages: 2 Fee: $428.50
Benton County, Benton County Auditor's Office

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING.

SURVEY FOR

COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
16455 NE 99TH STREET
REDMOND, WA 98052

SURVEYOR'S CERTIFICATE

I, TYLER A. DUNCAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN AUGUST 2025, IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09 R.C.W. AND 332-130 W.A.C., AT THE REQUEST OF COLUMBIA VALLEY PROPERTY HOLDINGS, LLC.

TYLER A. DUNCAN, PLS 23029088 — DATE 3-2-26

TYLER ANTHONY DUNCAN
STATE OF WASHINGTON
23029088
REGISTERED
PROFESSIONAL LAND SURVEYOR

3-2-26

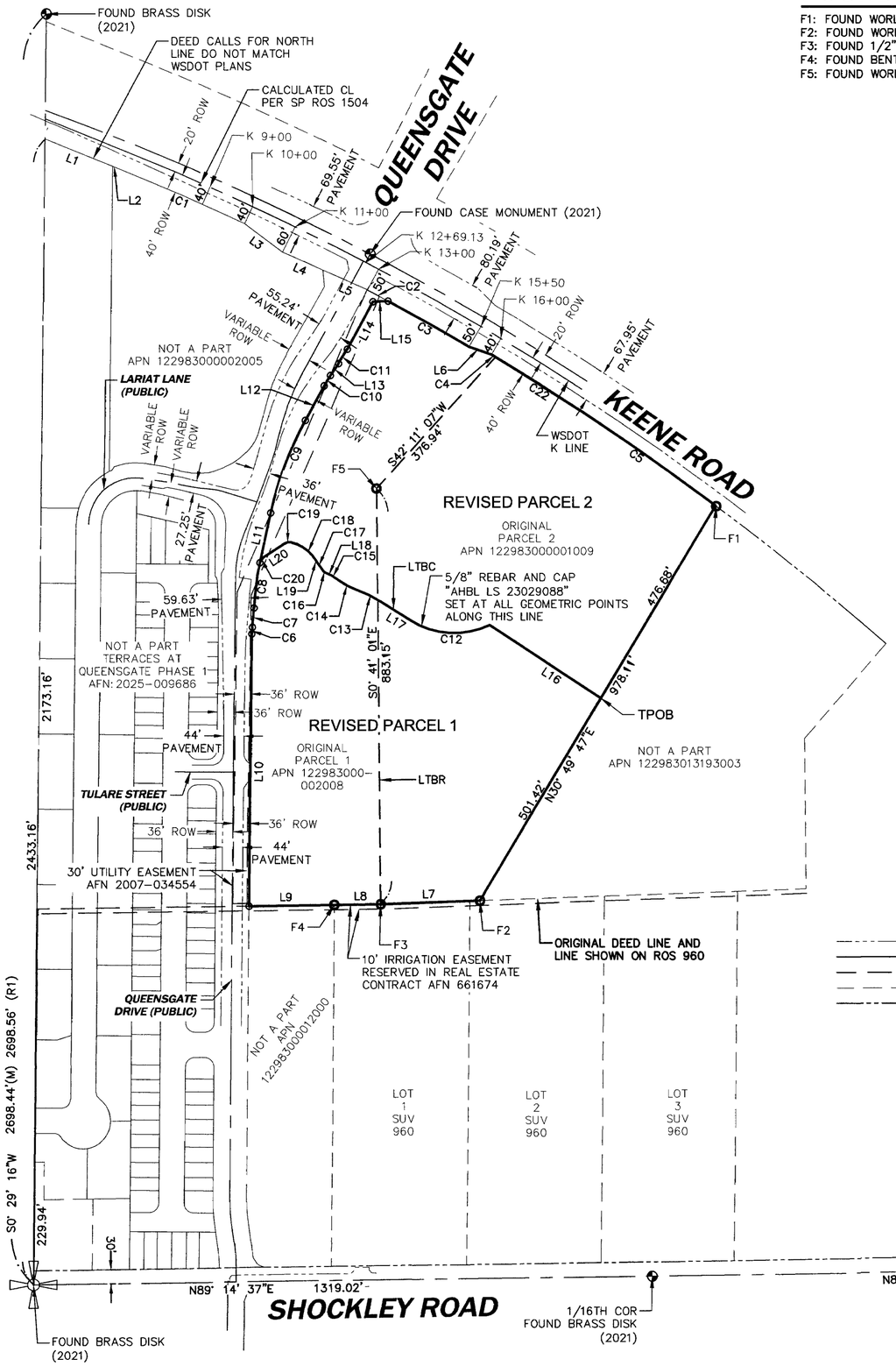
DWN. BY	DATE
TAD/SWM	02/27/26
CHKD. BY	JOB NO.
TAD	2230124.58

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509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT #6250

PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



FOUND CORNERS

F1: FOUND WORLEY REBAR AND CAP LS 41966 1.36'E AND 1.08'S OF CORNER
F2: FOUND WORLEY REBAR AND CAP LS 13352 AT CORNER
F3: FOUND 1/2" CRIMPED IRON PIPE AT CORNER
F4: FOUND BENT 5/8" REBAR WITH NO CAP 0.22'W AND 0.12'N OF CORNER
F5: FOUND WORLEY REBAR AND CAP LS 41966 0.19'W AND 0.13'N OF CORNER

ORIGINAL PARCEL AREAS

PARCEL 1	332,572 SF±
PARCEL 2	513,961 SF±
TOTAL	846,533 SF±

REVISED PARCEL AREAS

PARCEL 1	399,482 SF±
PARCEL 2	447,052 SF±
TOTAL	846,534 SF±

LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR AND CAP "AHBL LS 23029088"
- FOUND PROPERTY CORNER
- (M) MEASURED
- (R1) ROS 960
- LTBC LINE TO BE CREATED
- LTBR LINE TO BE REMOVED
- PAVEMENT LINE
- CENTER LINE
- EASEMENT LINE
- ABUTTING PROPERTY LINE
- RIGHT OF WAY LINE

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	294.60	5690.00	2°58'00"	N66° 36' 20"W	294.57
C2	49.65	5680.00	0°30'03"	S61° 52' 19"E	49.65
C3	198.17	5680.00	1°59'56"	N60° 37' 20"W	198.16
C4	10.47	5690.00	0°06'20"	S59° 04' 12"E	10.47
C5	565.87	5690.00	5°41'53"	S56° 10' 05"E	565.64
C6	13.75	283.50	2°46'42"	S5° 16' 49"W	13.75
C7	41.11	556.50	4°13'58"	S4° 33' 11"W	41.10
C8	96.78	558.50	9°55'43"	S7° 24' 03"W	96.66
C9	210.44	750.00	16°04'38"	S20° 24' 13"W	209.75
C10	25.67	264.00	5°34'18"	S31° 13' 40"W	25.66
C11	36.08	371.00	5°34'18"	S31° 13' 40"W	36.06
C12	176.25	175.50	57°32'26"	N86° 44' 25"W	168.94
C13	65.91	323.50	11°40'27"	N63° 48' 25"W	65.80
C14	49.36	146.50	19°18'20"	N59° 59' 29"W	49.13
C15	5.75	19.00	17°19'54"	N59° 00' 16"W	5.73
C16	4.45	11.00	23°11'43"	N82° 13' 27"W	4.42
C17	25.35	153.50	9°27'46"	N35° 53' 43"W	25.32
C18	66.90	83.50	45°54'25"	N54° 07' 02"W	65.13
C19	15.29	19.00	46°06'33"	S79° 52' 29"W	14.88
C20	14.74	19.00	44°27'17"	S34° 35' 34"W	14.37
C22	576.35	5690.00	5°48'13"	S56° 13' 15"E	576.10

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	155.77	S68° 08' 20"E
L2	12.19	S68° 08' 20"E
L3	101.12	S83° 13' 09"E
L4	93.69	S66° 00' 37"E
L5	104.64	S66° 00' 37"E
L6	50.61	S70° 46' 11"E
L7	211.32	N87° 56' 53"E
L8	98.91	N89° 14' 37"E
L9	181.98	N89° 14' 37"E
L10	578.58	N0° 29' 16"E
L11	108.38	S12° 21' 55"W
L12	83.58	S28° 26' 30"W
L13	30.90	S34° 00' 49"W
L14	113.73	N28° 26' 30"E
L15	32.57	N86° 35' 31"E
L16	283.83	N56° 47' 01"W
L17	71.79	N57° 58' 12"W
L18	16.26	N63° 49' 19"W
L19	2.42	N31° 09' 49"W
L20	52.43	S86° 49' 12"W

N

GRAPHIC SCALE
0 100 200 400 FEET
1" = 200 FEET

DWN. BY	DATE
TAD/SWM	02/27/26
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TYLER ANTHONY DUNCAN
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South Queensgate
Zone Change Application

Columbia Valley Property Holdings

March 2026

Project Information for the Queensgate South Rezone

The Queensgate South rezone application is the next phase in a multiphase development consisting of a rezone of a 10.2 acre parcel to C-2 Retail Business zoning. Along with the Terraces at Queensgate South, these projects are a part of a 47.5-acre development located in South Richland between Keene and Shockley Roads, east of the Country Ridge subdivision. Columbia Valley Property Holdings LLC seeks approval of a rezone in order to development the site with retail commercial uses.

Project Team

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Table of Contents

Overall Project Description……4

RMC Section 19.60.095 Required Findings for Type II or III Permit Application…8

Rezone Application Form Questions ……..…11

Rezone Criteria for Review……14

Section 10 of Development Agreement (Contract #92-10)……..16

Legal Description ……20

Development Agreement – Contract #92-10……22

Ordinance 2022-03 Adopting First Amendment to Development Agreement …34

Overall Project Description

Introduction

The project consists of a rezone of 10.26 acres from its current Agricultural and Suburban Agricultural zones to a C-2 Commercial zone. The site is located south of Keene Road and east of Queensgate Drive. The western boundary of the site borders Queensgate Drive and is adjacent to an existing 4.7 acre C-2 zoned parcel. Southwest of the site is "The Terraces at Queensgate South" a residential planned unit development that is under construction. Future phases of the 47.5 acre Queensgate South development are located immediately south of and adjacent to the proposed rezone area.

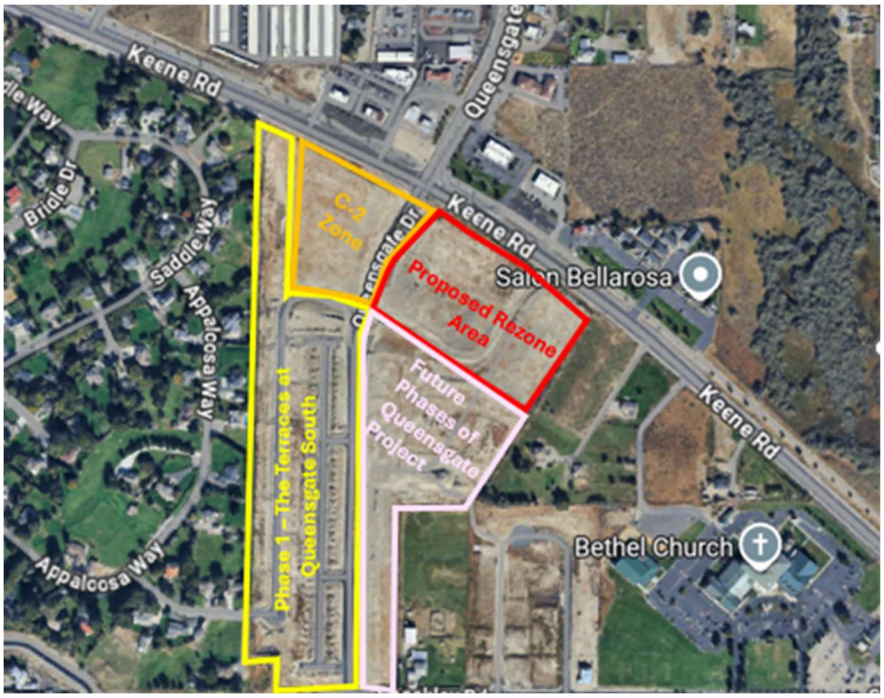


Figure 1: Vicinity Map

Existing Conditions

The site is undeveloped. To the west, across Queensgate Drive, property is also undeveloped, as is adjacent property to the south. All parcels within this Queensgate Terraces project boundaries (47.5 acres) have been graded and leveled in preparation for development. The initial phases of development, consisting of townhomes and single family residences, located southwest of the site are currently under construction. Land uses adjacent to and east of the

project site include a single family residence and pasture. To the north, there are a variety of commercial uses across Keene Road, including Queensgate Village, which is a cluster of small commercial buildings that house a variety of offices, service and retail uses as well as a farmer's market that operates on Sundays. Other retail developments to the north and northwest of the site include a restaurant, coffee shop, gas station, car wash, cell tower and a mini storage facility.

Comprehensive Plan

The City's comprehensive plan designates the site as suitable for commercial development. Property to the south is designated for Commercial and Multi-Family Residential/Office uses. Lands to the west and north are also designated as suitable for commercial development.

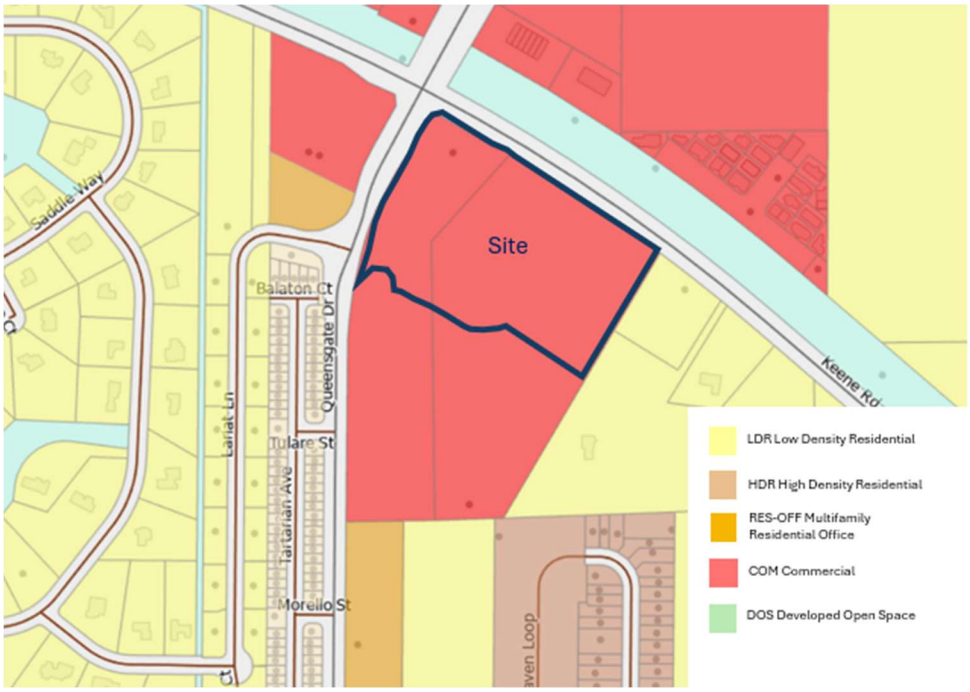


Figure 2: Comprehensive Plan Land Use Designations

Existing Zoning

The existing zoning of the site is agricultural and suburban agriculture. Adjacent land to the west across Queensgate Drive is zoned C-2 Retail Business. Property to the south is zoned agriculture and property to the southwest is zoned Planned Unit Development for a townhome and single family residential development known as the Terraces at Queensgate South. Property to the east is also zoned Suburban Agriculture and Agricultural. Across Kenne

Road to the north, the Keene Road trail corridor is zoned Parks and Public Facilities, while property adjoining the trail is zoned C-1 Neighborhood Business.



Figure 3: Existing Zoning

The site and adjoining properties that are part of Queensgate South are subject to a development agreement. Copies of the original and amended agreements are attached.

Proposed Zoning Restrictions

In order to ensure that development of the subject parcel proceeds in accordance with the development agreement, the applicants propose that zoning restrictions be made of record through a concomitant agreement or similar document, acceptable to the City and that would include the following restrictions:

A. **Uses**. Future use of the subject properties shall be consistent with the land uses as identified in the C-2 Retail Business zone as it exists today or as it may be amended in the future; provided that the following uses shall not be permitted:

1. Automotive Repair Uses;
2. Car Wash;
3. Fuel Station/Mini Mart;
4. Truck Rentals;
5. Truck Stop;
6. Vehicle Sales;
7. Funeral Establishments;
8. Laundry/Dry Cleaning Uses;
9. Telemarketing Services;
10. Emergency Shelters;
11. Transitional Housing;
12. Secondhand Store;

B. Design Standards.

1. Buildings over 50 feet wide shall use one or more of the following techniques to divide building elevations into smaller parts: pronounced changes in massing; pronounced changes in wall planes; significant variations in the cornice/roofline.
2. Building colors shall emphasize muted earth tones.
3. The use of highly reflective or glossy materials shall be used for accents only.
4. Rich materials and a variety of materials are encouraged on both wall planes, roof and ground plane. If used, stone or decorative block veneers shall highlight significant building features and massed elements.
5. All sides of a building shall express consistent architectural detail and character.
6. Site walls and screen walls shall be architecturally integrated with the building.
7. Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of building architecture. All outdoor storage and refuse collection areas shall be screened.
8. Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.
9. Rooftop mechanical equipment shall be screened.
10. All outdoor lighting for building security and for lighting parking areas shall be screened in a manner consistent with City outdoor lighting standards.
11. All utilities serving commercial buildings shall be undergrounded.
12. Building setbacks and building height shall be consistent with C-2 zoning standards.
13. Off-street parking requirements shall meet the minimum standards as identified in the City zoning code.

C. Development Standards Applicable to the Eastern Boundary of the Site

Future development on buildings or parcels that are adjacent to the eastern boundary of the parcel shall meet the following standards:

1. Building setback from the eastern property boundary shall be a minimum of 20 feet.
2. The building face and main entry into the building shall not be oriented towards the eastern property boundary.
3. No reflective glazing shall be used on the east side of buildings.
4. Screening along the eastern property boundary shall be a combination of landscaping, landscape rock, retaining wall and fencing. Landscape/screening shall measure a minimum of 10 feet in width or to the top of the slope, whichever distance is greater. Final landscape plans shall be approved by the City and shall be installed concurrently with completion of a commercial building.

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

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

Response – Consistency with comprehensive plan: The site's frontage along Keene Road is designated for commercial development in the City's land use plan. Applying the proposed C-2 zoning on site would implement the comprehensive plan. Additionally, the plan calls for the extension of Queensgate Drive, a minor arterial street, to be extended across the site between Keene and Shockley Roads. This street extension has been completed, thereby implementing this portion of the City's transportation plan.

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

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

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

Comment: The site is located inside both City limits and urban growth area boundaries; is located in the midst of developed properties along the Keene Road corridor and so qualifies as infill development. So, this application is consistent with policy #2. The project would also be compatible with adjacent land uses and so is consistent with the overall intent of this goal.

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

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

Comment: Commercial development of the site will provide needed commercial services at the intersection of two major street corridors: Keene Road and Queensgate Drive. Existing utility infrastructure is in place and available to be extended into the site to support future development. Approval of this application will help to implement this policy.

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

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

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

Comment: The intersection of two major corridors in South Richland - Queensgate Drive and Keene Road provide a prime location for commercial business that will be convenient to large numbers of South Richland residents. Additionally, the Keene Road trail corridor and the bicycle lanes on Queensgate Drive provide important access to future commercial uses for non-vehicular forms of transportation.

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

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

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

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

Comment: The existing transportation network in the vicinity and immediately adjacent to the project site provide opportunities for commercial development that will be easily accessible to vehicular, pedestrian and bicycle traffic. Future commercial uses on this site have the potential to contribute to the physically attractive and culturally vibrant environment envisioned in this policy.

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

Response: The Washington Administrate Code Section 197-11-800(6)(a)(ii)(c) exempts rezone applications for projects that are located within an urban growth area; and that are consistent with the City's comprehensive plan when that plan has been reviewed through the SEPA process. When the City's current plan was adopted in 2017, the plan was evaluated through an Environmental Impact Statement. The plan does identify the site as suitable for commercial development. Therefore, the criteria to meet the exemption from SEPA review are met in this application.

Additionally, much of the environmental information prepared for the adjacent Terraces at Queensgate South PUD included studies that apply to this site, including a survey and

topographic map, a custom soils report, a geotechnical evaluation, a cultural resources report, and engineering plans for the extension of roads and utilities.

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

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

- Provides for an urban commercial center that will provide a variety of goods and services to the immediate neighborhood and larger South Richland area in a manner that is consistent with the City's adopted comprehensive plan;
- Provides commercial facilities in a location that is adjacent to major transportation corridors, including bus routes;
- Includes provisions to provide adequate and effective buffers to the adjacent rural residential property;
- Is consistent with the provisions of the Development Agreement that governs this site;
- Is well located at the intersection of two major street corridors that have been fully developed with turn lanes and a traffic signal; is in conformance with the City's transportation plan and has capacity to serve the additional traffic volumes normally associated with commercial development;
- Is located adjacent to existing city utility systems that can be extended to serve commercial development;
- Includes restrictions that will eliminate inappropriate uses from the site and will ensure that adequate mitigation is provided for the adjoining rural residential property.

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

Response: The traffic analysis prepared for the overall Queensgate South development demonstrated that the full completion of the entire Queensgate Drive road extension and related improvements will ensure that traffic within the project site and adjacent areas will operate without falling below a level of service D. Depending upon the intensity of development that occurs, a roundabout may be needed at some future point. This

determination will be made when future development plans for this site and adjoining properties within Queensgate South are brought forward to the City for review.

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

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

Rezone – Application Form Questions

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

Response: The property proposed for rezone has frontage along two major transportation corridors: Keene Road and Queensgate Drive. Existing commercial zoning is already in place to the north and west of the site. Additionally, the site is located within .4 miles of a freeway interchange. These factors create a set of unique circumstances that make the site extremely attractive for commercial development and justify the rezone of the property to C-2 Retail Business.

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

Response: If denied, the site's existing Agricultural and Suburban Agricultural zoning would remain in place. Neither of these existing zones are appropriate for this site. Agricultural zoning within the City's urban growth area is intended to serve as a holding zone and suburban agricultural zoning is intended to be applied in rural areas to provide for the maintenance of animals and farm crops (See RMC 23.14.010.) Rural or agricultural land use is not appropriate in locations that are largely surrounded by urban development, with close proximity to urban services, utilities and a freeway interchange. The hardship imposed on the property owner would be the denial of reasonable use for the property in favor of agricultural and rural uses that are inappropriate given the existing urban nature of land uses in the vicinity. The City would suffer hardships because land ideally suited for commercial use would not be available for development, in contradiction to its comprehensive plan.

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

Response: There is existing commercial zoning located directly north, across Keene Road from the site and directly to the west, across Queensgate Drive. Rezoning of this site will complete the pattern of commercial zoning on all four legs of the Keene/Queensgate intersection. Additionally, the development agreement that governs future development of the site requires specific mitigation measures to address the impacts of commercial development on the adjacent rural parcel.

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

Response: Commercial development of the site under the proposed rezone will provide commercial zoning at all four corners of the intersection of two arterial streets: Keene Road and Queensgate Drive. That together with the traffic signalization at this intersection and the excellent visibility it enjoys will make the site an attractive one for commercial development and in so doing will also increase the viability of commercial development on the adjoining commercial properties. Further, the site is located within easy walking distance to a developing townhome neighborhood and a convenient driving/biking distance for a large number of South Richland residents. All of these factors represent beneficial effects of the proposed rezone.

5. *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:*

Response: The City will benefit through the commercial development of the property, which would provide additional commercial services in the growing South Richland area, thereby providing City residents with both additional shopping and job opportunities, while providing the City with additional sales and property tax revenues. Rezoning the site is consistent with both the City's future land use map as well as the goals and policies of the City's comprehensive plan. (Refer to the discussion on the project's compliance with comprehensive plan goals, beginning on page 8 of this narrative.)

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

Response: The initial development of the Queensgate South area resulted in the extension of Queensgate Drive between Keene and Shockley Roads, which is an important extension called for in the City's Transportation Plan. Implementation of the City's Transportation Plan provided benefit to the City and allows for commercial development in a location where the

existing street network has capacity for additional traffic. Commercial zoning of the site provides opportunity for development in a prime and highly visible location that would help to implement the City's Land Use Plan; add to the City's retail tax base and provide additional opportunities for retail and service business in the growing South Richland area. Denial of the rezone application would frustrate the City's plans and would leave a prime commercial property without an economically viable use.

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

Response: The proposed rezone is entirely consistent with the City's comprehensive plan, which intends for the site's frontage along Keene Road to be developed with commercial uses. The existing Agricultural and Suburban Agricultural zoning that is in place on site does not implement the comprehensive plan; nor does it provide needed commercial services for the area.

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

Response: The classic definition of spot zoning is "the process of singling out a small parcel for a zoning classification totally different from that of the surrounding area for the benefit of a particular landowner and to the detriment of other owners." (Anderson's American Law of Zoning, 4th Edition) In this case, the site is located adjacent to other C-2 zoned property to the west across Queensgate Drive as well as other commercially zoned property to the north, across Keene Road. Therefore, this proposed rezone could not be said to be spot zoning. Additionally, the proposal is consistent with the City's comprehensive plan. Further, the City plan calls for commercial development of the parcel to the south of the site as well. Columbia Valley Holdings LLC is also the owner of this parcel and will bring forward a proposal for commercial development in the future.

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

Response: The site does not contain any critical areas as identified in the City's comprehensive plan. Further, the environmental work already prepared for the previous PUD project provides detailed environmental information without identifying any significant adverse impacts. Development of the site will impact public safety, as commercial development will require police, fire and emergency service protection beyond what is

needed for undeveloped property. The City's development standards applicable to commercial development will require adherence to building and fire code standards, placement of fire hydrants, and/or the installation of fire protective sprinkler systems. The specific design requirements of these buildings will be reviewed and approved at the time detailed construction plans are submitted to the city for review. Further, the site is located approximately one mile from the existing fire station on Duportail Avenue and so will easily meet desired emergency response times for the fire department. Application of building code, fire code and public works standards will ensure that public safety will be maintained. Revenues associated with commercial development including sales and property taxes will provide the City with revenue to absorb the additional costs associated with providing public safety services to the site.

Rezone – Criteria for Review

Washington Courts have applied the following three basic rules when reviewing appeals of rezone applications:

1. There is no presumption favoring the rezone request;

   Response: The proposed C-2 commercial zoning is a rational zoning classification for this property for the following reasons:

   - The site has been designated as suitable for commercial uses within the City's adopted comprehensive plan;
   - Commercial land uses, subject to specific mitigation measures, are anticipated within the development agreement that is in place on the property (refer to attached Contract #92-10.);
   - The location of the site, at the intersection of Keene Road and Queensgate Drive, makes commercial development of the site the most reasonable land use for the site and provides additional commercial services to the residents of the South Richland area;
   - The proximity of commercial development to the north across the Keene Road corridor makes commercial development of the site a compatible use within the neighborhood; and
   - The proposed buffers, physical separation between the site and nearby residential land uses and the mitigation measures identified in the existing development agreement are sufficient to adequately protect residential uses from commercial land use impacts.

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*

   Response: The site has been designated as suitable for commercial development in the City's comprehensive plan. It is also consistent with the development agreement that is in force on the property. Further, conditions have changed since the comprehensive plan designation and agreement were put in place in 2010. Specifically, there has been significant growth in South Richland over the past 16 years that has generated a need for additional commercial development. Further, the extension of Queensgate Drive between Keene and Shockley Roads has increased the capacity for vehicle traffic in the vicinity, which can adequately accommodate traffic volumes typically associated with commercial development.

3. *The rezone must have a substantial relationship to the public health, safety, morals or general welfare.*

Response: Approval of the rezone will provide for commercial development that will be an attractive, convenient and desirable place to work and shop. The proposed rezone application promotes and protects public health, safety and welfare in the following ways:

- Provides an urban commercial center that will provide a variety of goods and services to the immediate neighborhood and larger South Richland area in a manner that is consistent with the City's adopted comprehensive plan;
- Provides commercial facilities in a location that is adjacent to major transportation corridors, including bus routes;
- Includes provisions to provide adequate and effective buffers to the adjacent low density residential property;
- Is consistent with the provisions of the Development Agreement that governs this site;
- Is well located at the intersection of two major street corridors that have been fully developed with turn lanes and a traffic signal, is in conformance with the City's transportation plan and has capacity to serve additional traffic volumes normally associated with commercial development;
- Is located adjacent to existing city utility systems that can be extended to serve commercial development;
- Includes restrictions that will eliminate inappropriate uses from the site and will ensure that adequate mitigation is provided for the adjoining low density residential property.

Contract #92-10 Section 10 of Development Agreement

The project site is subject to a development agreement that the City originally entered into with the property owners in 2010. The agreement (Contract #92-10) was modified in 2022. Section 10 of the agreement addresses how development of the 47.5 acre Queensgate South area is to develop. The complete agreement is attached. Reprinted here, only the specific provisions that impact the subject property are listed.

e) Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:

1. Building setbacks;
2. Maximum building height;
3. Landscape screening and/or fencing;
4. Restrictions on outdoor lighting;
5. Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas. The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.

Response: This commercial rezone proposal recommends specific restrictions be applied to the site through a concomitant agreement or similar legal document acceptable to the City that would include the following standards:

A. Uses. Future use of the subject properties shall be consistent with the land uses as identified in the C-2 Retail Business zone as it exists today or as it may be amended in the future; provided that the following uses shall not be permitted:

1. Automotive Repair Uses;
2. Car Wash;
3. Fuel Station/Mini Mart;
4. Truck Rentals;
5. Truck Stop;
6. Vehicle Sales;
7. Contractor's Offices;
8. Funeral Establishments;
9. Laundry/Dry Cleaning Uses;
10. Telemarketing Services;
11. Emergency Shelters;
12. Transitional Housing;
13. Secondhand Store;

B. Design Standards.

1. Buildings over 50 feet wide shall use one or more of the following techniques to divide building elevations into smaller parts: pronounced changes in massing; pronounced changes in wall planes; significant variations in the cornice/roofline.
2. Building colors shall emphasize muted earth tones.
3. The use of highly reflective or glossy materials shall be used for accents only.
4. Rich materials and a variety of materials are encouraged on both wall planes, roof and ground plane. If used, stone or decorative block veneers shall highlight significant building features and massed elements.
5. All sides of a building shall express consistent architectural detail and character.
6. Site walls and screen walls shall be architecturally integrated with the building.
7. Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of building architecture. All outdoor storage and refuse collection areas shall be screened.
8. Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.
9. Rooftop mechanical equipment shall be screened.
10. All outdoor lighting for building security and for lighting parking areas shall be screened in a manner consistent with City outdoor lighting standards.
11. All utilities serving commercial buildings shall be undergrounded.
12. Building setbacks and building height shall be consistent with C-2 zoning standards.
13. Off-street parking requirements shall meet the minimum standards as identified in the City zoning code.

C. Development Standards Applicable to the Eastern Boundary of the Site

Future development on buildings or parcels that are adjacent to the eastern boundary of the parcel shall meet the following standards:

1. Building setback from the eastern property boundary shall be a minimum of 20 feet.
2. The building face and main entry into the building shall not be oriented towards the eastern property boundary.
3. No reflective glazing shall be used on the east side of buildings.
4. Screening along the eastern property boundary shall be a combination of landscaping, landscape rock, retaining wall and fencing. Landscape/screening shall measure a minimum of 10 feet in width or to the top of the slope, whichever distance is greater. Final landscape plans shall be approved by the City and shall be installed concurrently with completion of a commercial building.

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include

review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

Response: The applicant has prepared a traffic analysis which has been reviewed by city staff to coordinate potential locations for access onto Keene Road. Final design details on driveway location will be determined when specific development plans are brought forward for review.

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

Response: The proposal would place C-2 zoning on the site as allowed within the development agreement along with development restrictions as outlined in the response above.

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

Response: The rezone proposal includes a concomitant agreement that incorporates design standards similar in nature to those found in Section 23.28.020(D) of the Richland Municipal Code and identical to those included as Exhibit B of the Development Agreement.

k. *The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with items a through j as listed above.*

Response: The commercial rezone proposal does not contemplate any deviations to the zoning boundaries.

l. The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed within the Site that requires public review under the provisions of the Richland Municipal Code.

Response: This is an obligation to be met by the City.

LEGAL DESCRIPTION

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT
PORTIONS OF THE SW1/2, THE NW ¼ AND THE NE1/4 OF THE SW ¼ OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M. BENTONE COUNTY, WASHINGTON

PARCEL 2

THAT PORTION OF PARCEL F AS DEPICTED ON RECORD OF SURVEY 5562, RECORDED UNDER AUDITOR'S FILE NUMBER 2021-040767, RECORDS OF BENTON COUNTY, WASHINGTON, AND REVISED LOT 1 AS DEPICTED ON RECORD OF SURVEY 6128, RECORDED UNDER AUDITOR'S FILE NUMBER 2025-004511, RECORDS OF SAID COUNTY, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 198.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°52'19" EAST A DISTANCE OF 49.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03" A DISTANCE OF 49.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'56" A DISTANCE OF 198.17 FEET; THENCE SOUTH 70°46'11'' EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 56°13'15" EAST A DISTANCE OF 576.10 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°48'13" A DISTANCE OF 576.35 FEET TO THE NORTHEAST CORNER OF SAID PARCEL F; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 30°49'47" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 476.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, NORTH 56°47'01" WEST A DISTANCE OF 283.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.50 FEET, THE CHORD OF WHICH BEARS NORTH 86°44'25" WEST A DISTANCE OF 168.94 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°32'26" A DISTANCE OF 176.25 FEET; THENCE NORTH 57°58'12" WEST A DISTANCE OF 71.79 FEET THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 323.50 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'27" A DISTANCE OF 65.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 146.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°18'20" A DISTANCE OF 49.36 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 19.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'54" A DISTANCE OF 5.75 FEET; THENCE NORTH 63°49'19" WEST A DISTANCE OF 16.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 11.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°11'43" A DISTANCE OF 4.45 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 153.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC

OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27’46” A DISTANCE OF 25.35 FEET; THENCE NORTH 31°09’49” WEST A DISTANCE OF 2.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 83.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°54’25” A DISTANCE OF 66.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°06’33” A DISTANCE OF 15.29 FEET; THENCE SOUTH 56°49’12" WEST A DISTANCE OF 52.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°27’17” A DISTANCE OF 14.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 AND THE END OF THIS DESCRIPTION.

Contract No. 92-10

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

Now, therefore, the parties hereto agree as follows:

General Provisions

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

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

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

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

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

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

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

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

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

a) Exhibit A – Legal description of the Site.
b) Exhibit B – Design standards

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

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

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

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

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

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

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

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

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

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

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

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

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

d) The Owners shall provide a dedication of a future Queensgate Drive Right-of-Way, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be granted in its entirety at the time that a zoning application is brought forward by the Owners or a Developer for any portion of the Site. The Right-of-Way dedication for Queensgate Drive shall be 70 feet in width. The specific alignment of the future roadway shall be as mutually agreed to by the Owners and the City. Queensgate Drive has been classified as a planned Areterial Collector on the City's Street Function Class Map. As such, direct access from residential lots will be prohibited and commercial access will be managed to limit the number of access points.

e) Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:
   1. Building setbacks;
   2. Maximum building height;
   3. Landscape screening and/or fencing;
   4. Restrictions on outdoor lighting;

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

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

f) No access for future development from the Site onto Keene Road will be permitted. Access from future development onto the future Queensgate Drive shall be separated from the Keene Road/Queensgate Drive intersection by a minimum distance of 300 feet;

g) Zoning for the portions of the site designated as Commercial shall either be C-1 Neighborhood Retail or shall be part of a Planned Unit Development that will specifically limit the potential commercial uses to those that are of a neighborhood scale and compatible with nearby residential uses and otherwise consistent with C-1 Neighborhood Retail zoning. Zoning for the portions of the site designated as Multi-Family/Office shall be zoned C-LB Limited Business or shall be part of a Planned Unit Development that will specifically limit uses to those that are compatible with C-LB Limited Business zoning. In either case, the permitted development will be specifically limited to buildings no more than thirty (30) feet in height or more than two-stories.

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

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

j) Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension of Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.

k) The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with Items a through j as listed above.

l) The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed

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

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

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

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

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

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

Section 14. *Default.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNERS

11/13/09
JOHN C. PERRY

Julee Ann Perry 5-26-09
JULEE ANN PERRY

Linda Norwood
LINDA NORWOOD

Beulah B Cosens
BEULAH COSENS

KERRY WATTS 5-11-10

JONGJIT WATTS 5-11-10

9

CITY OF RICHLAND

CYNTHIA D. JOHNSON for
City Manager

APPROVED AS TO FORM:

THOMAS L. O. LAMPSON
City Attorney 4/20/10

10

EXHIBIT A

Legal Description

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

EXHIBIT B
DESIGN GUIDELINES

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

• The design of all buildings in this commercial area should share similar design characteristics and design vocabulary. Utilizing similar colors, materials and textures as well as repeating patterns, rhythms and proportions found within the architecture of surrounding commercial and residential buildings should be used to achieve unity.

• Buildings should respect the predominant scale of development in the surrounding area by designing with elements of a similar scale and providing a gradual transition to any larger scaled masses proposed.

• Taller buildings or portions of a building should be located internally to a site with buildings stepping down in height as they reach the edges of sites that are adjoined by smaller scaled development.

• Buildings or portions of a building mass over 50 feet wide are encouraged to divide their elevations into smaller parts. A pronounced change in massing, pronounced changes in wall planes and introducing significant variations in the cornice/roofline are all possible methods to accomplish the desired divisions of elevations into smaller parts.

• Building colors should emphasize muted earth tones. The use of highly reflective or glossy materials should be used for accent only.

• Rich materials and a variety of materials are desirable on both the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material should be used to highlight significant building features and massed elements.

• All sides of a building should express consistent architectural detail and character.

• All site walls and screen walls should be architecturally integrated with the building.

• Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of the building architecture.

• Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2010 LAND DEVELOPMENT AGREEMENT AFFECTING 47 ACRES SOUTH OF KEENE ROAD AND EAST OF THE PLAT OF COUNTRY RIDGE.

WHEREAS, on July 20, 2010, the City entered into a Development Agreement affecting 47 acres south of Keene Road and east of the Plat of Country Ridge (the "Original Agreement")(Richland Contract No. 92-10); and

WHEREAS, the Original Agreement was entered into pursuant to RCW 36.70B.170(1) and as authorized by City of Richland Ordinance No. 21-10 for the purpose of settling an appeal filed by the Country Ridge Homeowners Association related to the City's 2009 Comprehensive Plan amendments affecting the property (*see* Eastern Washington Growth Management Hearing Board Appeal No. 09-1004); and

WHEREAS, by its own terms, the Original Agreement may be amended by mutual agreement of the parties with notice to the Country Ridge Homeowners Association President; and

WHEREAS, despite execution of the Original Agreement in 2010, the property has remained undeveloped, likely due to the fact that its ownership has been divided among multiple unrelated individuals; and

WHEREAS, recently, the 47-acre property came under the common ownership of Columbia Valley Property Holdings, LLC; and

WHEREAS, the City received a request from the property owner to amend the Original Agreement, and a letter of support from the Country Ridge Homeowners Association. Upon review, the proposed First Amendment to Development Agreement maintains critical components of the Original Agreement and appears to be consistent with the intent of the 2010 settlement agreement and the Richland Comprehensive Plan amendments adopted by Ordinance No. 21-10; and

WHEREAS, a public hearing is required before a decision on the proposed First Amendment to Development Agreement can be rendered by Richland City Council (RCW 36.70B.200).

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

Section 1. The findings and conclusions contained in Section 1.01 of Ordinance No. 21-10 are adopted in support of approval of the First Amendment to Development Agreement and are incorporated by this reference as though set forth herein.

Section 2. The First Amendment to Development Agreement, attached hereto as **Exhibit A**, allows for development of a coordinated mixed use plan benefitting South Richland and the City as a whole while leaving all critical components of the Original Agreement unchanged.

Section 3. The Country Ridge Homeowners Association submitted written approval signed by a duly authorized representative acknowledging no opposition to the proposed amendments to the Original Agreement.

Section 4. The First Amendment to Development Agreement attached hereto as **Exhibit A** is hereby approved, and the City Manager is authorized to sign the same on behalf of the City of Richland.

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

Section 6. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 7. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of February, 2022.

Michael Alvarez, Mayor

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

First Reading: February 1, 2022
Second Reading: February 15, 2022
Date Published: February 20, 2022

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

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

I. RECITALS

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

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

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

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

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

II. AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

6. Effect of Amendment. This First Amendment to the Development Agreement is intended to modify the Original Agreement. In the event of a conflict between the terms and conditions of the Original Agreement and this Amendment, the terms and provisions of this First Amendment shall control. Except as expressly modified by this First Amendment to the Development Agreement, all terms and conditions of the Original Agreement remain in full force and effect.

7. Governing Law. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.

8. Effective Date. This First Amendment to the Development Agreement is made effective on the Effective Date first set forth above.

City of Richland
a Washington municipal corporation

By: _____
Jon Amundson, ICMA-CM
City Manager

Columbia Valley Property Holdings, LLC
a Washington limited liability company

By: _____
Mallikarjuna Vallem
Managing Member

Approved as to Form:

_____
Heather Kintzley, City Attorney

Vicinity Map

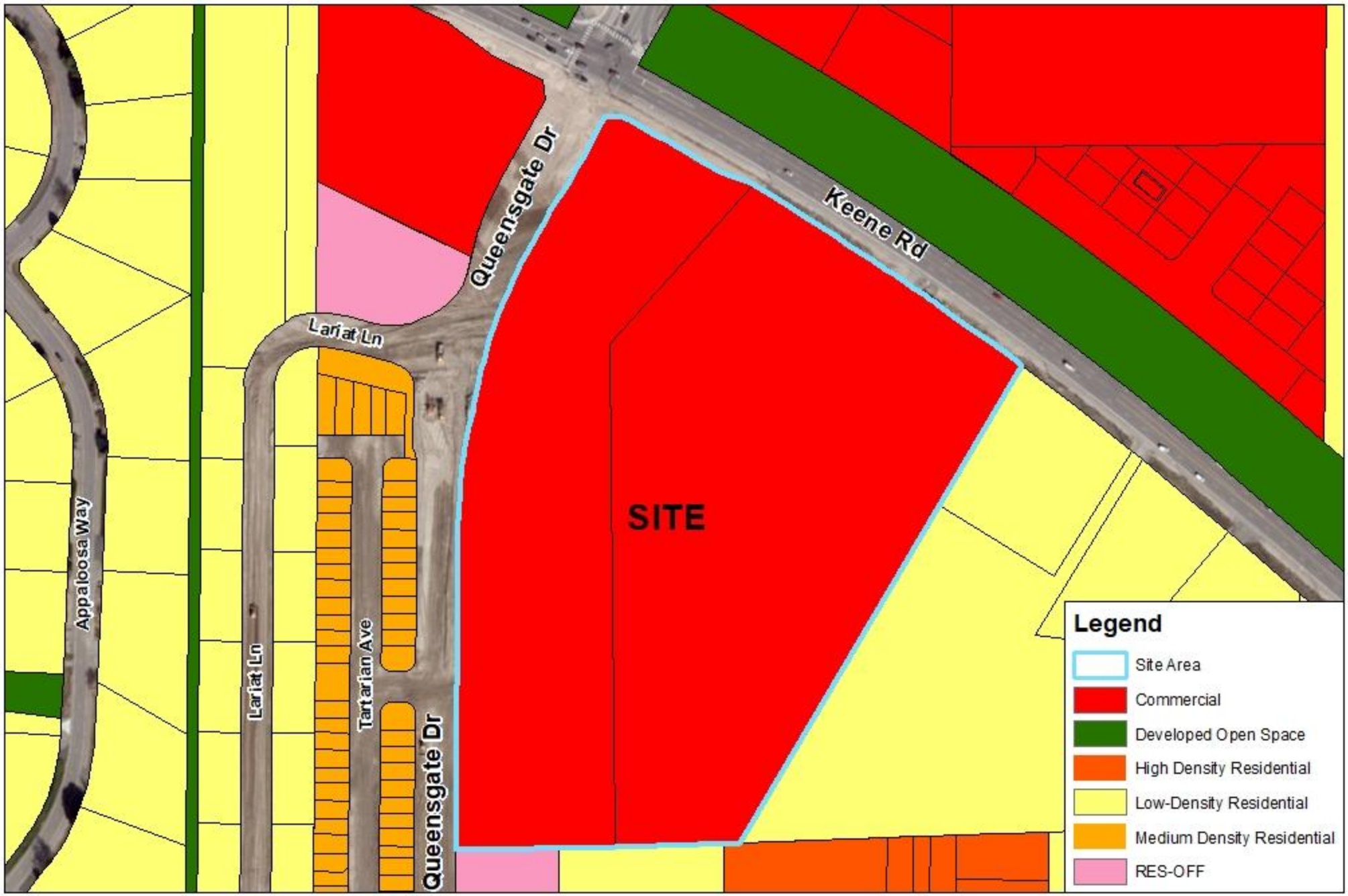
Item: 2155 Keene Road Rezone
Applicant: Rick Simon of RPS Planning Consultant
File #: PLN-T3A-2026-00006

Exhibit 2



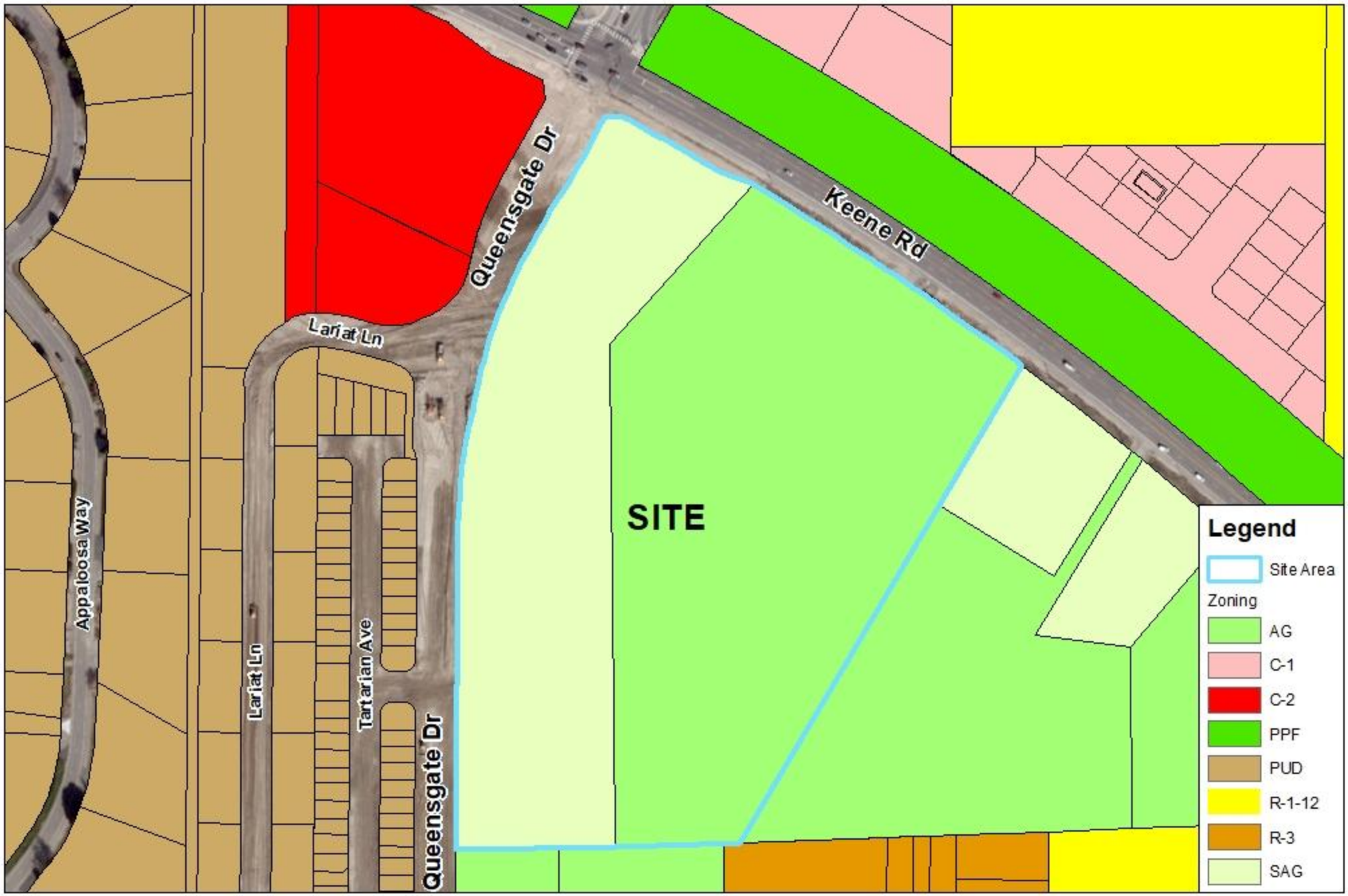
Land Use Map

Item: 2155 Keene Road Rezone
Applicant: Rick Simon of RPS Planning Consultant
File #: PLN-T3A-2026-00006



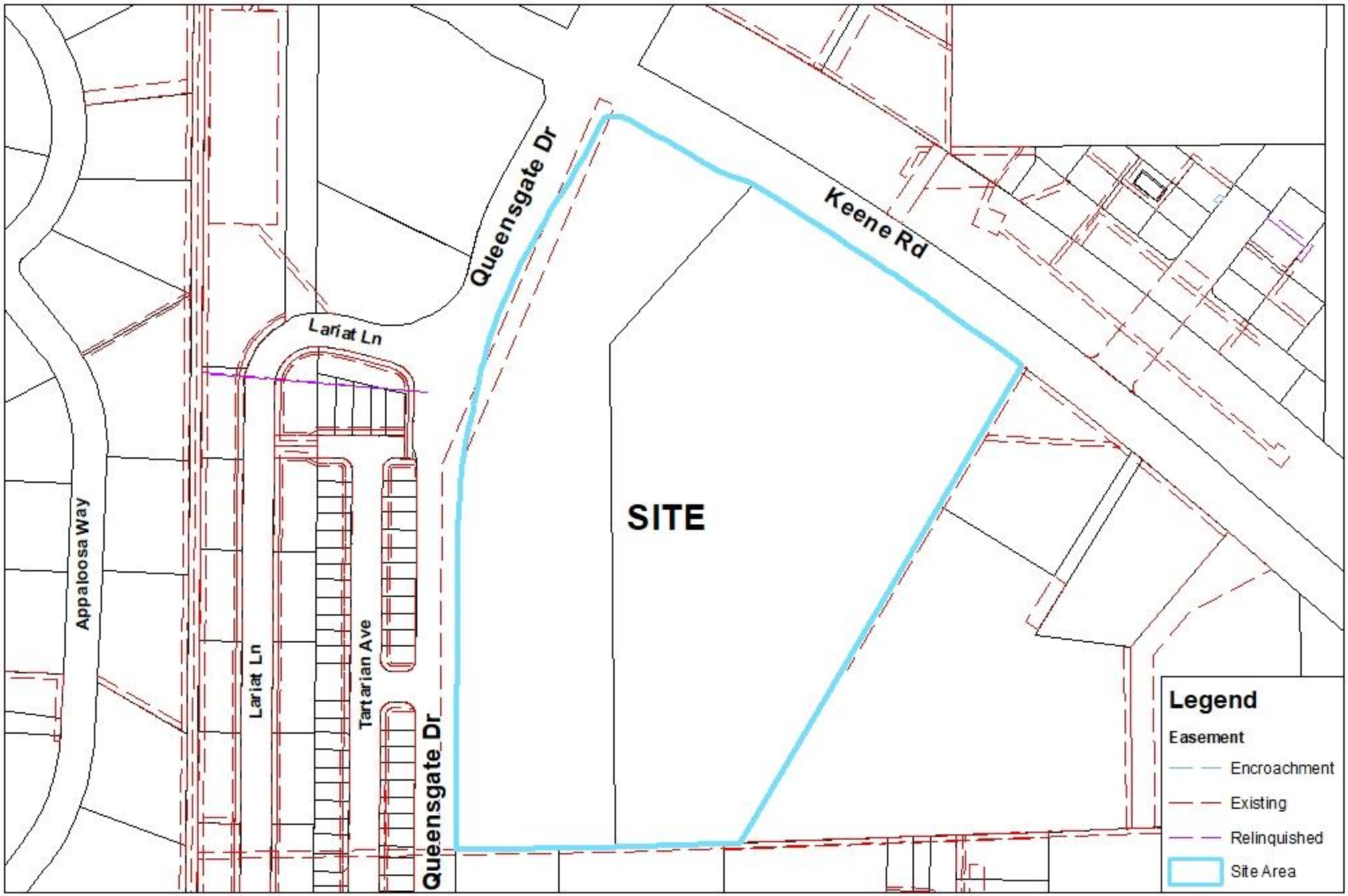
Zoning Map

Item: 2155 Keene Road Rezone
Applicant: Rick Simon of RPS Planning Consultant
File #: PLN-T3A-2026-00006



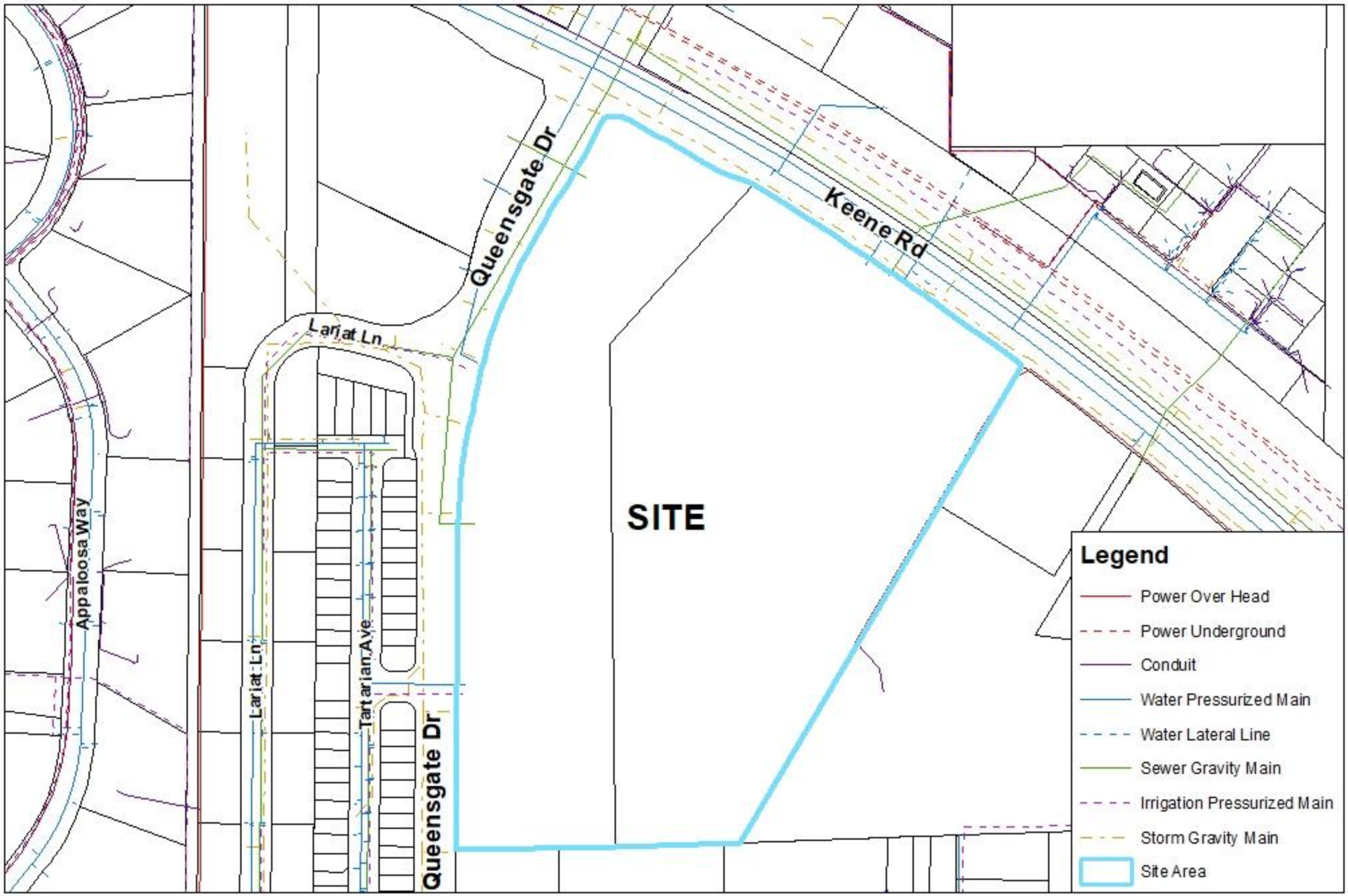
Easement Map

Item: 2155 Keene Road Rezone
Applicant: Rick Simon of RPS Planning Consultant
File #: PLN-T3A-2026-00006



Utilities Map

Item: 2155 Keene Road Rezone
Applicant: Rick Simon of RPS Planning Consultant
File #: PLN-T3A-2026-00006



Transportation Map

Item: 2155 Keene Road Rezone
Applicant: Rick Simon of RPS Planning Consultant
File #: PLN-T3A-2026-00006



Exhibit 3

CITY OF RICHLAND
PLANNING DIVISION
625 Swift Boulevard, MS-35
Richland, WA 99352
(509) 942-7794

CITY OF RICHLAND
NOTICE OF APPLICATION AND PUBLIC HEARING
(PLN-T3A-2026-00006)

Notice is hereby given that Rick Simon of RPS Planning Consultant, on behalf of the property owner, Mallikajurana Vallem, has filed for a rezone application to change the zoning designation of the project site from SAG (Suburban Agricultural) and AG (Agricultural) to C-2 (Retail Business) reflecting the City's Comprehensive Plan Land Use Designations. To view the application materials, please visit the City of Richland's Land Use webpage at https://www.richlandwa.gov/business/land-use.

Project Site: The project site is generally located south of Keene Road, east of Queensgate Drive, east of Lariat Lane, and northwest of Fairhaven Loop and affects Parcel Numbers 122983000001009 and 122983000002008.

Public Hearing: The City of Richland Hearing Examiner will conduct a public hearing and review of the application on Monday, May 11, 2026, 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 not subject to environmental review and is exempt from the SEPA review process, as described in WAC 197-11-800(6)(c).

Public Comment: Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Ryan Nelson, Senior Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to planning@ci.richland.wa.us.

Comment Period Starts: April 12, 2026
Comment Period Ends: May 11, 2026 at 6:00 PM

However, written comments must be received no later than 5:00 p.m. on Friday, May 01, 2026, 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: 2155 Keene Road Rezone
Applicant: Rick Simon of RPS Planning Consultant
File #: PLN-T3A-2026-00006



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 10th day of April, 2026, I posted the attached NOTICE OF PUBLIC HEARING, File Number PLN-T3A-2026-00006 (Rezone of APN 122983000001009 and 122983000002008) at the following location:

   The east side of Queensgate Drive, east of the intersection of Queensgate Drive and Tulare Street.

Signed: Ryan Nelson

SIGNED AND SWORN to before me this 10th day of April, 2026, by Ryan Nelson.

Signature of Notary

JODI HOGAN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 9-17-28 24026835

Jodi Hogan
Printed Name

Notary Public in and for the State of Washington,

Residing in 625 Swift Blvd, Richland, WA

My appointment expires: 9-17-28

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, Jodi Hogan, 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 14th day of April ,2026 I mailed a copy of the attached NOTICE OF PUBLIC HEARING (PLN-T3A-2026-00006) to the attached list of individuals via regular USPS on the date indicated above. The City of Richland Hearing Examiner will conduct a public hearing and review of the application on May 11, 2026.

Jodi Hogan
Signed: Jodi Hogan

SIGNED AND SWORN to before me this 14th day of April ,2026 by Jodi Hogan.

Brandy Janessa Meyer
Notary Public in and for the State of Washington,

BRANDY JANESSA MEYER
Commission #26006508
NOTARY PUBLIC
Exp. 02/11/2030
STATE OF WASHINGTON

Brandy Janessa Meyer
Print Name

Residing at 625 Swift Blvd.

My appointment expires: 02/11/2030

Address list attached.

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

CLIFF CHRISTINA KEELY
89 GAP MOUNTAIN RD
TROY, NH 03465

CLIFF JESSICA SIRI
2105 KEENE RD
RICHLAND, WA 99352

CLIFF TRUSTEE WILLIAM C
2109 KEENE RD
RICHLAND, WA 99352

COLUMBIA VALLEY PROPERTY HOLDINGS LLC
500 108TH AVE NE
BELLEVUE , WA 98004

FAIRHAVEN TOWNHOMES LLC
500 108TH AVE NE
BELLEVUE, WA 98004

GINA HOLDINGS LLC
2540 BARONA PL
SANTA ROSA, CA 95405

GOULET PROPERTIES LLC
4109 WESTLAKE CT
WEST RICHLAND, WA 99353

HEAVY 2 LLC
999 QUEENSGATE DR
RICHLAND, WA 99352

MARSH QUEENSGATE PROPERTIES LLC
MARSH LIVING TRUST
RICHLAND, WA 99352

TAYLOR STEPHEN A & JANICE C
720 SHOCKLEY RD
RICHLAND, WA 99352-6715

CITY OF RICHLAND
PLANNING DIVISION
625 Swift Boulevard, MS-35
Richland, WA 99352
(509) 942-7794

CITY OF RICHLAND
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Vicinity Map

Item: 2155 Keene Road Rezone
Applicant: Rick Simon of RPS Planning Consultant
File #: PLN-T3A-2026-00006



McClatchy

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
51422	IPL0329894	Legal Ad - IPL0329894	D2586000 4401	1.0	61.0L

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 AND PUBLIC HEARING
(PLN-T3A-2026-00006)

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Date Published: Sunday, April 12, 2026
IPL0329894
Apr 12 2026

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:
04/12/26 Print

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

Sworn to and subscribed before me on Apr 13, 2026, 9:58 AM EDT

AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135511392
MY COMMISSION EXPIRES 4/15/2029

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 AND PUBLIC HEARING
(PLN-T3A-2026-00006)

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Date Published: Sunday, April 12, 2026

IPL0329894
Apr 12 2026

Exhibit 4

BENTON CLEAN AIR AGENCY

April 14, 2026

Planning Division
625 Swift Blvd., MS-35
Richland, WA 99352

Re: PLN-T3A-2026-00006
Applicant/Proponent: Rick Simon
Attn:
98402 N Harrington Rd
West Richland, WA 99353

Dear Richland Planning Division:

It has come to our attention that you are reviewing a proposal for the above-named applicant in which a parcel or parcels will be disturbed for development. Because these activities may cause possible fugitive dust emissions, we would like to take this opportunity to provide information to ensure that the applicant takes reasonable steps to control the dust from his/her project.

The Benton Clean Air Agency (BCAA) requires the applicant submit a Proof of Contact: Soil Destabilization Notification for this project prior to any excavation/construction taking place. This will ensure that the proponent has the ability and resources to control fugitive dust emissions that may be created because of construction activities. This will also inform them of the regulations and requirements of the BCAA. Additionally, a written dust control plan must be developed and maintained for all soil destabilization projects and must be readily available upon request by the BCAA. Part of this plan is submitting the name of at least one person for the project so that the BCAA has a point of contact should we receive any dust complaints from the project. The Soil Destabilization Notification form can be found and submitted on our website, www.bentoncleanair.org.

Thank you for the opportunity to comment on this proposal. If you have any questions, or would like further information on this subject, please contact us at (509) 783-1304.

Sincerely,

Deon Steichen

Deon Steichen
Inspector

From: Rodgers,Deborah (CONTR) - TERR-TRI CITIES RMHQ
To: Planning
Subject: RE: 2155 Keene Road - Proposed Rezone Application (File #PLN-T3A-2026-00006)
Date: Friday, May 1, 2026 1:38:47 PM
Attachments: image001.png

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

Ryan,

Bonneville Power Administration (BPA) has had the opportunity to review 2155 Keene Road - Proposed Rezone Application (File #PLN-T3A-2026-00006).

In researching our records, we have found that this proposal will not directly impact BPA facilities approximately 1,140 feet from the subject property. 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 me by email or at (360) 624-0566 or BPA realty specialist Valorie Connell at (509) 544-4746 or by email at VLConnell@bpa.gov.

Thank you for the opportunity to review this application.

Deborah Rodgers
BONNEVILLE POWER ADMINISTRATION
DEPARTMENT OF ENERGY
(CONTR) Actalent
Right-of-Way Agent | Real Property Field Services | TERR/Tri-Cities-RMHQ
dxrodgers@bpa.gov | 360-624-0566

From: Planning <planning@ci.richland.wa.us>
Sent: Friday, April 10, 2026 11:01 AM
To: Castle,Angela C (CONTR) - TERR-PASCO <accastle@bpa.gov>; admin@basindisposal.com; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Ballard, Jennifer <jballard@richlandwa.gov>; 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; 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@richlandwa.gov>; Damien Hooper - BC Planning Manger <damien.hooper@co.benton.wa.us>; Davis, Deanna <d.davis@bces.wa.gov>; Rodgers,Deborah (CONTR) - TERR-TRI CITIES RMHQ <dxrodgers@bpa.gov>; Deskins, John <jdeskins@richlandwa.gov>; 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@richlandwa.gov>; Hogan, Jodi <jhogan@richlandwa.gov>; Homero.Gonzalez@ziply.com;

ian_gray@yakama.com; 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@richlandwa.gov>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@richlandwa.gov>; Michael Tovey <michael.tovey@ziply.com>; Acevedo, Mizael <macevedo@richlandwa.gov>; Nelson, Ryan <rnelson@richlandwa.gov>; NMCummings@bpa.gov; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@richlandwa.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; PublicWorks@co.benton.wa.us; Quentin Wright <QWright@portofbenton.com>; Reathaford, Jason <jreathaford@richlandwa.gov>; Review Team <reviewteam@commerce.wa.gov>; rgoede@noanet.net; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rizzitiello, Mike <mrizzitiello@richlandwa.gov>; Ryan Anderson <rand461@ECY.WA.GOV>; Sanchez, Juan <jsanchez@richlandwa.gov>; Schiessl, Joe <jschiessl@richlandwa.gov>; Schluter, Shaun <sschluter@richlandwa.gov>; 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>; Connell,Valorie L (BPA) - TERR-PASCO <vlconnell@bpa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@richlandwa.gov>; Whittier, John <jwhittier@richlandwa.gov>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>; Zanin, Heather <hzanin@richlandwa.gov>

Subject: 2155 Keene Road - Proposed Rezone Application (File #PLN-T3A-2026-00006)

Good Morning,

Rick Simon of RPS Planning Consultant, on behalf of Mallikajurana Vallem (property owner), has filed for a rezone application to change the zoning designation of the project site from SAG (Suburban Agricultural) and AG (Agricultural) to C-2 (Retail Business) reflecting the City's Comprehensive Plan Land Use Designations. The project site is generally located south of Keene Road, east of Queensgate Drive, east of Lariat Lane, and northwest of Fairhaven Loop and affects the following parcel numbers: 122983000002008 and 122983000001009.

Please review the attached materials relative to your agency's regulations or you may view the related materials at https://www.richlandwa.gov/business/land-use and submit any comments no later than 5:00 PM on May 01, 2026 to planning@ci.richland.wa.us or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

Thank you and have a good day,

Ryan Nelson
Senior Planner
625 Swift Blvd., MS-35 | Richland, WA 99352



(509) 942-7587

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From: Chris Sittman
To: Planning
Cc: Wendy Durado
Subject: RE: 2155 Keene Road - Proposed Rezone Application (File #PLN-T3A-2026-00006)
Date: Tuesday, April 14, 2026 2:42:23 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: Planning <planning@ci.richland.wa.us>
Sent: Friday, April 10, 2026 11:01 AM
To: accastle@bpa.gov <accastle@bpa.gov>; admin@basindisposal.com; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Ballard, Jennifer <jballard@richlandwa.gov>; 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; 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@richlandwa.gov>; Damien Hooper - BC Planning Manger <damien.hooper@co.benton.wa.us>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodgers@bpa.gov>; Deskins, John <jdeskins@richlandwa.gov>; 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@richlandwa.gov>; Hogan, Jodi <jhogan@richlandwa.gov>; Homero.Gonzalez@ziply.com; ian_gray@yakama.com; 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@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>; Development <development@kid.org>; Matthew Berglund <MBerglund@kid.org>; Kramer, Steve <skramer@richlandwa.gov>; M. Deklyne

<mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@richlandwa.gov>; Michael Tovey <michael.tovey@ziply.com>; Acevedo, Mizael <macevedo@richlandwa.gov>; Nelson, Ryan <rnelson@richlandwa.gov>; NMCummings@bpa.gov; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@richlandwa.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; PublicWorks@co.benton.wa.us; Quentin Wright <QWright@portofbenton.com>; Reathaford, Jason <jreathaford@richlandwa.gov>; Review Team <reviewteam@commerce.wa.gov>; rgoede@noanet.net; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rizzitiello, Mike <mrizzitiello@richlandwa.gov>; Ryan Anderson <rand461@ECY.WA.GOV>; Sanchez, Juan <jsanchez@richlandwa.gov>; Schiessl, Joe <jschiessl@richlandwa.gov>; Schluter, Shaun <sschluter@richlandwa.gov>; 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>; Val Connell <vlconnell@bpa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@richlandwa.gov>; Whittier, John <jwhittier@richlandwa.gov>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>; Zanin, Heather <hzanin@richlandwa.gov>
Subject: 2155 Keene Road - Proposed Rezone Application (File #PLN-T3A-2026-00006)

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.

Good Morning,

Rick Simon of RPS Planning Consultant, on behalf of Mallikajurana Vallem (property owner), has filed for a rezone application to change the zoning designation of the project site from SAG (Suburban Agricultural) and AG (Agricultural) to C-2 (Retail Business) reflecting the City's Comprehensive Plan Land Use Designations. The project site is generally located south of Keene Road, east of Queensgate Drive, east of Lariat Lane, and northwest of Fairhaven Loop and affects the following parcel numbers: 122983000002008 and 122983000001009.

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Thank you and have a good day,

Ryan Nelson
Senior Planner
625 Swift Blvd., MS-35 | Richland, WA 99352
(509) 942-7587

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have no expectation of privacy in emails transmitted to or from the City of Richland.

From:	MacNaughton, James (DAHP)
To:	Planning; Nelson, Ryan
Cc:	"Ashley M. Morton"; Jessica Lally; lawrence.squiemphen@ctwsbnr.org; Gregg Kiona; Ian Gray
Subject:	2026-04-03049 - RE: 2155 Keene Road - Proposed Rezone Application (File #PLN-T3A-2026-00006)
Date:	Wednesday, April 22, 2026 2:39:09 PM
Attachments:	image003.png image004.png image005.png image006.png 2021-10-06966_122822_Concur with Survey.pdf

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

Good Afternoon Richard

Thank you for reaching out and allowing DAHP to comment on this project. As this project area was covered in an earlier phase of this project (2021-10-06966), we were able to apply the survey from that project. As a courtesy, I have attached the letter from DAHP concurring with the findings, results and recommendations from the Cultural Resources Survey (CRS) entitled "CRS for the Queensgate Development Project Richland, WA," (Swords & Sexton 2021). As no cultural resources were discovered during survey and testing, no further direct archaeological supervision of the project is required; however, it is strongly advised that an Inadvertent Discovery Plan (IDP) is followed, with a copy kept onsite at all times, and having all crew members briefed on IDP procedures.

Please note this is only the opinion of DAHP and Affected Tribes may have access to proprietary information unavailable to DAHP at the time of this writing. Comments from Tribal Cultural Services departments or significant changes to project design may require review of this decision.

If you have any questions please feel free to contact me.

Regards

James

dahp
DEPT OF ARCHAEOLOGY + HISTORIC PRESERVATION

James MacNaughton, MSc, RPA *(He/Him)*
Local Government Archaeologist
Email: James.MacNaughton@dahp.wa.gov
Mobile: (360) 280-7563 | Main Office: (360) 586-3065
Hours: 7AM – 3:30PM Monday to Friday
Physical Address: 1110 Capitol Way South Suite 30, Olympia, WA 98501
Mailing Address: PO Box 48343, Olympia, WA 98504-8343
www.dahp.wa.gov

Please note that many DAHP

employees are working from home. E-mail will be the best method of communication.

From: Planning <planning@ci.richland.wa.us>
Sent: Friday, April 10, 2026 11:01 AM
To: accastle@bpa.gov <accastle@bpa.gov>; admin@basindisposal.com; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Ballard, Jennifer <jballard@richlandwa.gov>; 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; 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@richlandwa.gov>; Damien Hooper - BC Planning Manger <damien.hooper@co.benton.wa.us>; Deanna Davis <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodgers@bpa.gov>; Deskins, John <jdeskins@richlandwa.gov>; 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@richlandwa.gov>; Hogan, Jodi <jhogan@richlandwa.gov>; Homero.Gonzalez@ziply.com; ian_gray@yakama.com; Jason McShane <jmcshane@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@richlandwa.gov>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@richlandwa.gov>; Michael Tovey <michael.tovey@ziply.com>; Acevedo, Mizael <macevedo@richlandwa.gov>; Nelson, Ryan <rnelson@richlandwa.gov>; NMCummings@bpa.gov; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@richlandwa.gov>; Gonseth, Paul <paul.gonseth@wsdot.wa.gov>; PublicWorks@co.benton.wa.us; Quentin Wright <QWright@portofbenton.com>; Reathaford, Jason <jreathaford@richlandwa.gov>; COM GMU Review Team <reviewteam@commerce.wa.gov>; rgoede@noanet.net; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rizzitiello, Mike <mrizzitiello@richlandwa.gov>; Anderson, Ryan (ECY) <rand461@ECY.WA.GOV>; Sanchez, Juan <jsanchez@richlandwa.gov>; Schiessl, Joe <jschiessl@richlandwa.gov>; Schluter, Shaun <sschluter@richlandwa.gov>; 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>; Val Connell <vlconnell@bpa.gov>; Ritter, Michael W (DFW) <Michael.Ritter@dfw.wa.gov>; DFW R3planning <R3planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@richlandwa.gov>; Whittier, John <jwhittier@richlandwa.gov>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>; Zanin, Heather <hzanin@richlandwa.gov>
Subject: 2155 Keene Road - Proposed Rezone Application (File #PLN-T3A-2026-00006)

External Email

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Thank you and have a good day,

Ryan Nelson
Senior Planner
625 Swift Blvd., MS-35 | Richland, WA 99352
(509) 942-7587

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Allyson Brooks Ph.D., Director
State Historic Preservation Officer

December 28, 2022

Mike Stevens
Planning Manager
City of Richland
625 Swift Blvd., MS-35
Richland, WA 99352

In future correspondence please refer to:
Project Tracking Code: 2021-10-06966
Property: Queensgate Development Project
Re: Concur with Survey

Dear Mike Stevens:

Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance with Washington State law. Should additional information become available, our assessment may be revised.

We concur with the results and recommendations made in the survey report. Specifically, as no archaeological resources were found during the survey, we do not recommend further archaeological supervision of the project. However, we ask that an Inadvertent Discovery Plan (IDP) be included as part of the construction permit.

Please note that the recommendations provided in this letter reflect only the opinions of DAHP. Any interested Tribes may have different recommendations. We appreciate receiving any correspondence or comments from Tribes or other parties concerning cultural resource issues that you receive.

Thank you for the opportunity to comment on this project. Please ensure that the DAHP project Tracking Number is attached to any future communications about this project.

Should you have any questions, please feel free to contact me.

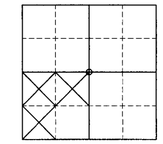
Sincerely,

Sydney Hanson
Local Government Archaeologist
(360) 280-7563
Sydney.Hanson@dahp.wa.gov

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT #6250

PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

SECTION INDEX
S 22, T 9 N, R 28 E, WM
BENTON COUNTY, WA



ORIGINAL LEGAL DESCRIPTIONS

PARCEL 1

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 198.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°52'19" EAST A DISTANCE OF 49.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03" A DISTANCE OF 49.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'56" A DISTANCE OF 198.16 FEET; THENCE SOUTH 70°46"11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 59°04'12" EAST A DISTANCE OF 10.47; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'20" A DISTANCE OF 10.47 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET; THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE NORTH LINE OF LOT 1 AS DEPICTED ON SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 960, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 89°14'37" WEST ALONG SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 280.89 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 578.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 283.50 FEET, THE CHORD OF WHICH BEARS NORTH 05°16'49" EAST A DISTANCE OF 13.75 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°46'42" A DISTANCE OF 13.75 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 556.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°13'58" A DISTANCE OF 41.11 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 558.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°55'43" A DISTANCE OF 96.78 FEET; THENCE NORTH 12°21'55" EAST A DISTANCE OF 108.38 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 750.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°04'35" A DISTANCE OF 210.44 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 83.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 264.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°34'18" A DISTANCE OF 25.67 FEET; THENCE NORTH 34°00'49" EAST A DISTANCE OF 30.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 371.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°34'18" A DISTANCE OF 36.08 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 113.73 FEET; THENCE NORTH 86°35'31" EAST A DISTANCE OF 32.57 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

PARCEL 2

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365 SAID PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°32'05" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 797.55 FEET; THENCE, LEAVING SAID LINE, THENCE NORTH 89°14'37" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 733.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87°56'53" EAST A DISTANCE OF 211.32 FEET; THENCE NORTH 30°49'47" EAST A DISTANCE OF 978.11 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD ON A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT OF WHICH BEARS SOUTH 36°40'51" WEST A DISTANCE OF 5690.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°41'53" A DISTANCE OF 565.87 FEET; THENCE, LEAVING SAID MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET; THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE POINT OF BEGINNING.

REVISED LEGAL DESCRIPTIONS

PARCEL 1

THAT PORTION OF PARCEL F AS DEPICTED ON RECORD OF SURVEY 5562, RECORDED UNDER AUDITOR'S FILE NUMBER 2021-040767, RECORDS OF BENTON COUNTY, WASHINGTON, AND REVISED LOT 1 AS DEPICTED ON RECORD OF SURVEY 6128, RECORDED UNDER AUDITOR'S FILE NUMBER 2025-004511, RECORDS OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 198.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°52'19" EAST A DISTANCE OF 49.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03" A DISTANCE OF 49.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'56" A DISTANCE OF 198.17 FEET; THENCE SOUTH 70°46"11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 56°13'15" EAST A DISTANCE OF 576.10 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°48'13" A DISTANCE OF 576.35 FEET TO THE NORTHEAST CORNER OF SAID PARCEL F; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 30°49'47" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 476.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, NORTH 56°47'01" WEST A DISTANCE OF 283.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.50 FEET, THE CHORD OF WHICH BEARS NORTH 86°44'25" WEST A DISTANCE OF 168.94 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°32'26" A DISTANCE OF 176.25 FEET; THENCE NORTH 57°58'12" WEST A DISTANCE OF 71.79 FEET THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 323.50 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'27" A DISTANCE OF 65.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 146.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°18'20" A DISTANCE OF 49.36 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 19.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'54" A DISTANCE OF 5.75 FEET; THENCE NORTH 63°49'19" WEST A DISTANCE OF 16.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 11.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°11'43" A DISTANCE OF 4.45 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 153.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'46" A DISTANCE OF 25.35 FEET; THENCE NORTH 31°09'49" WEST A DISTANCE OF 2.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 83.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°54'25" A DISTANCE OF 66.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°06'33" A DISTANCE OF 15.29 FEET; THENCE SOUTH 56°49'12" WEST A DISTANCE OF 52.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°27'17" A DISTANCE OF 14.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 AND THE END OF THIS DESCRIPTION.

PARCEL 2

THAT PORTION OF PARCEL F AS DEPICTED ON RECORD OF SURVEY 5562, RECORDED UNDER AUDITOR'S FILE NUMBER 2021-040767, RECORDS OF BENTON COUNTY, WASHINGTON, AND REVISED LOT 1 AS DEPICTED ON RECORD OF SURVEY 6128, RECORDED UNDER AUDITOR'S FILE NUMBER 2025-004511, RECORDS OF SAID COUNTY, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 198.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°52'19" EAST A DISTANCE OF 49.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03" A DISTANCE OF 49.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'56" A DISTANCE OF 198.17 FEET; THENCE SOUTH 70°46"11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 56°13'15" EAST A DISTANCE OF 576.10 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°48'13" A DISTANCE OF 576.35 FEET TO THE NORTHEAST CORNER OF SAID PARCEL F; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 30°49'47" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 476.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, NORTH 56°47'01" WEST A DISTANCE OF 283.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.50 FEET, THE CHORD OF WHICH BEARS NORTH 86°44'25" WEST A DISTANCE OF 168.94 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°32'26" A DISTANCE OF 176.25 FEET; THENCE NORTH 57°58'12" WEST A DISTANCE OF 71.79 FEET THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 323.50 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'27" A DISTANCE OF 65.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 146.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°18'20" A DISTANCE OF 49.36 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 19.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'54" A DISTANCE OF 5.75 FEET; THENCE NORTH 63°49'19" WEST A DISTANCE OF 16.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 11.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°11'43" A DISTANCE OF 4.45 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 153.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'46" A DISTANCE OF 25.35 FEET; THENCE NORTH 31°09'49" WEST A DISTANCE OF 2.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 83.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°54'25" A DISTANCE OF 66.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°06'33" A DISTANCE OF 15.29 FEET; THENCE SOUTH 56°49'12" WEST A DISTANCE OF 52.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°27'17" A DISTANCE OF 14.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 AND THE END OF THIS DESCRIPTION.

BASIS OF BEARING

NAD 1983/11
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS OBSERVATIONS USING WSRN AND GEOID 2012A. UNITS OF MEASUREMENT ARE US SURVEY FEET.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 2nd DAY OF March,
2026, AT 3:37 MINUTES PAST 1:00 P M. RECORDS OF
THE Benton COUNTY AUDITOR, Kennewick, WASHINGTON.
RECORDING NUMBER 2026-004867

Brenda Chilton
COUNTY AUDITOR

$428.50
FEE

BB (deputy)
BY

2026-004867 B: 01 P: 6250 SUR
03/02/2026 01:37:24 PM Pages: 2 Fee: $428.50
Ahbl
Benton County, Benton County Auditor's Office

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING.

SURVEY FOR

COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
16455 NE 99TH STREET
REDMOND, WA 98052

SURVEYOR'S CERTIFICATE

I, TYLER A. DUNCAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN AUGUST 2025, IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09 R.C.W. AND 332-130 W.A.C., AT THE REQUEST OF COLUMBIA VALLEY PROPERTY HOLDINGS, LLC.

TYLER A. DUNCAN, PLS 23029088 — 3-2-26 DATE

TYLER ANTHONY DUNCAN
STATE OF WASHINGTON
23029088
REGISTERED
PROFESSIONAL LAND SURVEYOR

3-2-26

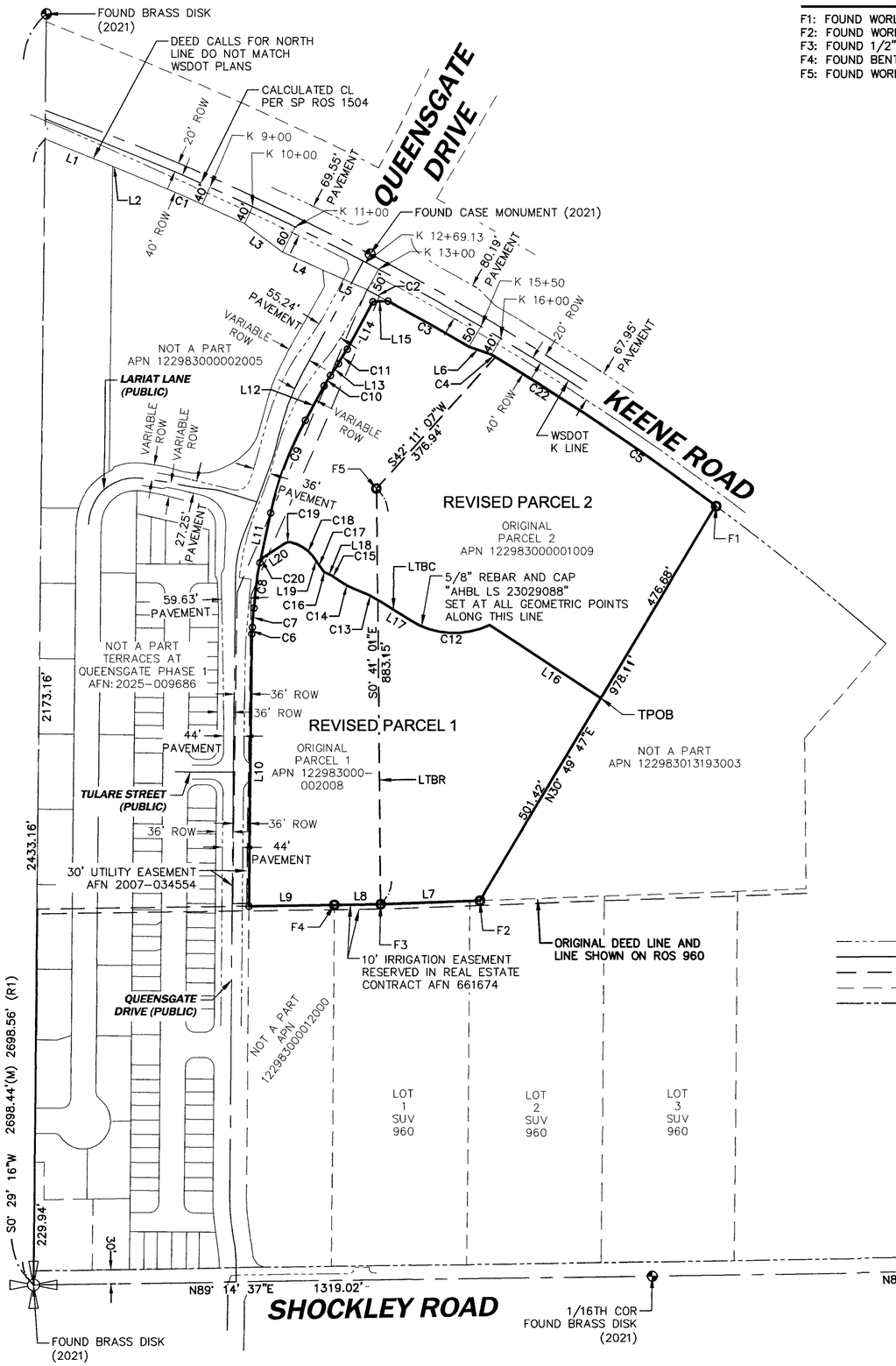
DWN. BY	DATE
TAD/SWM	02/27/26
CHKD. BY	JOB NO.
TAD	2230124.58

AHBL
TACOMA · SEATTLE · SPOKANE · TRI-CITIES

5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT #6250

PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



FOUND CORNERS

F1: FOUND WORLEY REBAR AND CAP LS 41966 1.36'E AND 1.08'S OF CORNER
F2: FOUND WORLEY REBAR AND CAP LS 13352 AT CORNER
F3: FOUND 1/2" CRIMPED IRON PIPE AT CORNER
F4: FOUND BENT 5/8" REBAR WITH NO CAP 0.22'W AND 0.12'N OF CORNER
F5: FOUND WORLEY REBAR AND CAP LS 41966 0.19'W AND 0.13'N OF CORNER

ORIGINAL PARCEL AREAS

PARCEL 1	332,572 SF±
PARCEL 2	513,961 SF±
TOTAL	846,533 SF±

REVISED PARCEL AREAS

PARCEL 1	399,482 SF±
PARCEL 2	447,052 SF±
TOTAL	846,534 SF±

LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR AND CAP "AHBL LS 23029088"
- FOUND PROPERTY CORNER
- (M) MEASURED
- (R1) ROS 960
- LTBC LINE TO BE CREATED
- LTBR LINE TO BE REMOVED
- PAVEMENT LINE
- CENTER LINE
- EASEMENT LINE
- ABUTTING PROPERTY LINE
- RIGHT OF WAY LINE

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	294.60	5690.00	2°58'00"	N66° 36' 20"W	294.57
C2	49.65	5680.00	0°30'03"	S61° 52' 19"E	49.65
C3	198.17	5680.00	1°59'56"	N60° 37' 20"W	198.16
C4	10.47	5690.00	0°06'20"	S59° 04' 12"E	10.47
C5	565.87	5690.00	5°41'53"	S56° 10' 05"E	565.64
C6	13.75	283.50	2°46'42"	S5° 16' 49"W	13.75
C7	41.11	556.50	4°13'58"	S4° 33' 11"W	41.10
C8	96.78	558.50	9°55'43"	S7° 24' 03"W	96.66
C9	210.44	750.00	16°04'38"	S20° 24' 13"W	209.75
C10	25.67	264.00	5°34'18"	S31° 13' 40"W	25.66
C11	36.08	371.00	5°34'18"	S31° 13' 40"W	36.06
C12	176.25	175.50	57°32'26"	N86° 44' 25"W	168.94
C13	65.91	323.50	11°40'27"	N63° 48' 25"W	65.80
C14	49.36	146.50	19°18'20"	N59° 59' 29"W	49.13
C15	5.75	19.00	17°19'54"	N59° 00' 16"W	5.73
C16	4.45	11.00	23°11'43"	N82° 13' 27"W	4.42
C17	25.35	153.50	9°27'46"	N35° 53' 43"W	25.32
C18	66.90	83.50	45°54'25"	N54° 07' 02"W	65.13
C19	15.29	19.00	46°06'33"	S79° 52' 29"W	14.88
C20	14.74	19.00	44°27'17"	S34° 35' 34"W	14.37
C22	576.35	5690.00	5°48'13"	S56° 13' 15"E	576.10

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	155.77	S68° 08' 20"E
L2	12.19	S68° 08' 20"E
L3	101.12	S83° 13' 09"E
L4	93.69	S66° 00' 37"E
L5	104.64	S66° 00' 37"E
L6	50.61	S70° 46' 11"E
L7	211.32	N87° 56' 53"E
L8	98.91	N89° 14' 37"E
L9	181.98	N89° 14' 37"E
L10	578.58	N0° 29' 16"E
L11	108.38	S12° 21' 55"W
L12	83.58	S28° 26' 30"W
L13	30.90	S34° 00' 49"W
L14	113.73	N28° 26' 30"E
L15	32.57	N86° 35' 31"E
L16	283.83	N56° 47' 01"W
L17	71.79	N57° 58' 12"W
L18	16.26	N63° 49' 19"W
L19	2.42	N31° 09' 49"W
L20	52.43	S86° 49' 12"W

N

GRAPHIC SCALE
0 100 200 400 FEET
1" = 200 FEET

DWN. BY	DATE
TAD/SWM	02/27/26
CHKD. BY	JOB NO.
TAD	2230124.58

TYLER ANTHONY DUNCAN
STATE OF WASHINGTON
23029088
REGISTERED PROFESSIONAL LAND SURVEYOR

3-2-26

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Exhibit 6

WASHINGTON STATE COUNTY AUDITOR'S/RECORDER'S INDEXING FORM (Cover Sheet)

2010-024273 AGR
08/27/2010 08:44:54 AM Pages: 13 Fee: $74.00
Richland City Clerk
Benton County, Benton County Auditor's Office

August 24, 2010

Return address:
City Clerk
City of Richland
P.O. Box 190, MS-05
Richland, WA 99352

Please print or type information

Document Title(s) (or transactions contained therein):
Development Agreement

Reference Number(s) of Documents assigned or released:
(on page _____ of document(s))

Grantor(s) (Last name first, then first name and initials)
1. City of Richland
2.
3.
4.
5. ☐ Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)
1. Perry, John
2. Perry, Julee Ann
3. Cosens, Beulah
4. Norword, Linda
5. ☒ Additional names on page 1 of document.

Legal description (abbreviated: i.e. lot, block, plata or section, townships, range)

Exhibit A on page 11 Sec 22, Township 9 North, Range 28

☐ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number
1-2298-300-0002-002

☒ Additional legal is on page 12 of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Contract No. 92-10

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

Now, therefore, the parties hereto agree as follows:

General Provisions

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

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

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

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

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

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

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

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

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

a) Exhibit A – Legal description of the Site.
b) Exhibit B – Design standards

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

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

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

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

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

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

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

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

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

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

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

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

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

d) The Owners shall provide a dedication of a future Queensgate Drive Right-of-Way, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be granted in its entirety at the time that a zoning application is brought forward by the Owners or a Developer for any portion of the Site. The Right-of-Way dedication for Queensgate Drive shall be 70 feet in width. The specific alignment of the future roadway shall be as mutually agreed to by the Owners and the City. Queensgate Drive has been classified as a planned Areterial Collector on the City's Street Function Class Map. As such, direct access from residential lots will be prohibited and commercial access will be managed to limit the number of access points.

e) Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:

1. Building setbacks;
2. Maximum building height;
3. Landscape screening and/or fencing;
4. Restrictions on outdoor lighting;

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

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

f) No access for future development from the Site onto Keene Road will be permitted. Access from future development onto the future Queensgate Drive shall be separated from the Keene Road/Queensgate Drive intersection by a minimum distance of 300 feet;

g) Zoning for the portions of the site designated as Commercial shall either be C-1 Neighborhood Retail or shall be part of a Planned Unit Development that will specifically limit the potential commercial uses to those that are of a neighborhood scale and compatible with nearby residential uses and otherwise consistent with C-1 Neighborhood Retail zoning. Zoning for the portions of the site designated as Multi-Family/Office shall be zoned C-LB Limited Business or shall be part of a Planned Unit Development that will specifically limit uses to those that are compatible with C-LB Limited Business zoning. In either case, the permitted development will be specifically limited to buildings no more than thirty (30) feet in height or more than two-stories.

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

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

j) Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension of Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.

k) The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with Items a through j as listed above.

l) The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed

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

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

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

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

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

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

Section 14. *Default.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNERS

11/13/09

JOHN C. PERRY

Julee Ann Perry 5-26-09

JULEE ANN PERRY

Linda Norwood

LINDA NORWOOD

Beulah B Cosens

BEULAH COSENS

KERRY WATTS 5-11-10

JONGJIT WATTS 5-11-10

CITY OF RICHLAND

CYNTHIA D. JOHNSON for
City Manager

APPROVED AS TO FORM:

THOMAS L. O. LAMPSON
City Attorney 4/20/10

EXHIBIT A

Legal Description

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

EXHIBIT B
DESIGN GUIDELINES

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

• The design of all buildings in this commercial area should share similar design characteristics and design vocabulary. Utilizing similar colors, materials and textures as well as repeating patterns, rhythms and proportions found within the architecture of surrounding commercial and residential buildings should be used to achieve unity.

• Buildings should respect the predominant scale of development in the surrounding area by designing with elements of a similar scale and providing a gradual transition to any larger scaled masses proposed.

• Taller buildings or portions of a building should be located internally to a site with buildings stepping down in height as they reach the edges of sites that are adjoined by smaller scaled development.

• Buildings or portions of a building mass over 50 feet wide are encouraged to divide their elevations into smaller parts. A pronounced change in massing, pronounced changes in wall planes and introducing significant variations in the cornice/roofline are all possible methods to accomplish the desired divisions of elevations into smaller parts.

• Building colors should emphasize muted earth tones. The use of highly reflective or glossy materials should be used for accent only.

• Rich materials and a variety of materials are desirable on both the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material should be used to highlight significant building features and massed elements.

• All sides of a building should express consistent architectural detail and character.

• All site walls and screen walls should be architecturally integrated with the building.

• Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of the building architecture.

• Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.

Exhibit 7

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2010 LAND DEVELOPMENT AGREEMENT AFFECTING 47 ACRES SOUTH OF KEENE ROAD AND EAST OF THE PLAT OF COUNTRY RIDGE.

WHEREAS, on July 20, 2010, the City entered into a Development Agreement affecting 47 acres south of Keene Road and east of the Plat of Country Ridge (the "Original Agreement")(Richland Contract No. 92-10); and

WHEREAS, the Original Agreement was entered into pursuant to RCW 36.70B.170(1) and as authorized by City of Richland Ordinance No. 21-10 for the purpose of settling an appeal filed by the Country Ridge Homeowners Association related to the City's 2009 Comprehensive Plan amendments affecting the property (*see* Eastern Washington Growth Management Hearing Board Appeal No. 09-1004); and

WHEREAS, by its own terms, the Original Agreement may be amended by mutual agreement of the parties with notice to the Country Ridge Homeowners Association President; and

WHEREAS, despite execution of the Original Agreement in 2010, the property has remained undeveloped, likely due to the fact that its ownership has been divided among multiple unrelated individuals; and

WHEREAS, recently, the 47-acre property came under the common ownership of Columbia Valley Property Holdings, LLC; and

WHEREAS, the City received a request from the property owner to amend the Original Agreement, and a letter of support from the Country Ridge Homeowners Association. Upon review, the proposed First Amendment to Development Agreement maintains critical components of the Original Agreement and appears to be consistent with the intent of the 2010 settlement agreement and the Richland Comprehensive Plan amendments adopted by Ordinance No. 21-10; and

WHEREAS, a public hearing is required before a decision on the proposed First Amendment to Development Agreement can be rendered by Richland City Council (RCW 36.70B.200).

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

Section 1. The findings and conclusions contained in Section 1.01 of Ordinance No. 21-10 are adopted in support of approval of the First Amendment to Development Agreement and are incorporated by this reference as though set forth herein.

Section 2. The First Amendment to Development Agreement, attached hereto as **Exhibit A**, allows for development of a coordinated mixed use plan benefitting South Richland and the City as a whole while leaving all critical components of the Original Agreement unchanged.

Section 3. The Country Ridge Homeowners Association submitted written approval signed by a duly authorized representative acknowledging no opposition to the proposed amendments to the Original Agreement.

Section 4. The First Amendment to Development Agreement attached hereto as **Exhibit A** is hereby approved, and the City Manager is authorized to sign the same on behalf of the City of Richland.

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

Section 6. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 7. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of February, 2022.

Michael Alvarez, Mayor

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

First Reading: February 1, 2022
Second Reading: February 15, 2022
Date Published: February 20, 2022

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

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

I. RECITALS

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

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

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

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

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

II. AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

6. Effect of Amendment. This First Amendment to the Development Agreement is intended to modify the Original Agreement. In the event of a conflict between the terms and conditions of the Original Agreement and this Amendment, the terms and provisions of this First Amendment shall control. Except as expressly modified by this First Amendment to the Development Agreement, all terms and conditions of the Original Agreement remain in full force and effect.

7. Governing Law. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.

8. Effective Date. This First Amendment to the Development Agreement is made effective on the Effective Date first set forth above.

City of Richland
a Washington municipal corporation

By: _____
Jon Amundson, ICMA-CM
City Manager

Columbia Valley Property Holdings, LLC
a Washington limited liability company

By: _____
Mallikarjuna Vallem
Managing Member

Approved as to Form:

_____
Heather Kintzley, City Attorney

DRAFT

Exhibit A-1

Country Ridge Home Owners Association
PO Box 844, Richland, WA 99352

July 15, 2021

To: The City of Richland, WA – Development Services

From: Erinn Johnson, President, Country Ridge Homeowners Association

Re: Proposed Amendment to Development Agreement, Contract No. 92-10

To Whom It May Concern,

Over the last month, members of the Country Ridge Homeowners Association (CRHOA) board of directors met with land developer Jaya Holdings LLC and their representatives. The meetings regarded a proposed amending of the Development Agreement (Reference 1) associated with approximately 47 acres of lands situated south of Keene Rd to Shockley Rd, and directly east of the CRHOA development's boundary. We appreciate the opportunity provided to engage in constructive dialog about the proposed amendment to ensure interests reasonable to both our association and the land owner/developer are understood. Our homeowners association is an indirect party to a proposed change through the incorporation of the provisions contained in the Settlement Agreement (Reference 2) into an amendment to the City of Richland's Comprehensive Plan. That Settlement Agreement in part caused the incorporation of certain site design elements into the city's comprehensive plan, and into Reference 1, that are of interest to CRHOA. Specifically, those elements are:

- Two tiers of low density single-family home sites bordering the N-S masonry wall, zoned R1-12 but limited to no more than three homes per acre. [Reference 1, Section 10(a)],
- A six foot or greater masonry wall is to be erected by the developer along the CRHOA N-S line that would effectively separate the new development from the CRHOA development. [Reference 1, Section 10(c)],
- No direct connection of Lariat Lane to Queensgate Extension (when extended from the Keene/Queensgate intersection to the South). [Reference 1, Section 10(j)].

CRHOA finds that the proposed amendment (Reference 3) maintains the above described three features. Additionally, the amendment to Section 10(j) proposes that the existing Lariat Land Right-of Way shall connect to or extend Lariat Lane into the new development site only as a secondary or emergency access road. The CRHOA finds this proposed change acceptable and furthermore most desirable as a means to eliminate "cut-through" traffic from one development to the other except under emergency conditions. Additionally, such a design feature would ensure no added traffic impacts at the intersection of Country Ridge Drive with Keene Rd. Those impacts have already been identified as a problem due to increased Keene Rd traffic levels and the more recent and possible future development of neighborhoods to our west that rely on Country Ridge Drive for ingress and egress to their communities.

By this letter, duly signed by the CRHOA President as the authorized representative of our homeowners association, it is stated that CRHOA is not opposed to an amendment of the Development Agreement as proposed and specifically as shown in Appendix A to this letter. Furthermore, this letter confirms that the Original Development Agreement with the proposed Amendment is intended to be consistent with the Settlement Agreement (Reference 2).

Sincerely,

Johnson 7/15/21

Erinn Johnson, CRHOA President / date

References:

1. Contract 92-10, Development Agreement by and Between the City of Richland and John Perry, Julie Ann Perry, Beulah Cosens, Linda Norwood, Kerry Watts and Jonghit Watts, entered into on the 20th day of July, 2010. Benton County Record 2010-024273, recorded August 24, 2010.

2. Settlement of Growth Management Hearing Board for Eastern Washington Related to City of Richland Comprehensive Plan Amendments Effected by Ordinance No 32-08, dated August 2009. Benton County Record 2010-024274, recorded August 24, 2010.

3. Proposed Amended Development Agreement, Contract No. 92-10, specifically as shown in Appendix A to this letter.

Appendix A: Contract No. 92-10, AMENDED DEVELOPMENT AGREEMENT (as proposed to CRHOA on July14, 2021)

Contract No. 92-10

AMENDED DEVELOPMENT AGREEMENT

THIS AMENDED DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2021 (the "Effective Date") by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

RECITALS

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

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

C. The current Owners in conjunction with a potential Developer has requested modifications to the Original Development Agreement to accommodate future mixed-use development of the Site, which modifications are substantially consistent with the intent of the Original Development Agreement and allowed under Section 18 of the Original Development Agreement and applicable law (see RCW 36.70B.200); and

D. The parties to the Original Development Agreement have agreed to amend and modify the Agreement as set forth below in order for the Site to be developed.

AGREEMENT

Now, therefore, the parties Amend the Agreement as follows:

1. Effect of Amendment. This Amended Development Agreement is intended to supplement and modify the Original Development Agreement as described below. In the event of a conflict between the terms and conditions of the Original Development Agreement and any prior amendments, the terms and provisions of this Amended Development Agreement shall control. Except as expressly modified or supplemented by this Amended Development Agreement, all terms and conditions of the Original Development Agreement shall remain in full force and effect.

2. Parties to Development Agreement. **Section 5(b)** of the Agreement is amended and restated to read as follows:

> b) The "Owners" of the Site are now Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; who have succeeded to the interest of the original owners under the Original Development Agreement, and who are in the process of entering into one or more contracts with a Developer.

3. Term of Agreement. **Section 7** of the Agreement shall be amended and restated to read as follows:

Section 7. *Term of Agreement.* This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Development Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. Fully developed shall mean any combination of subdivision, site plan or land use approvals consistent with the Agreement that binds the entire Site. The Country Ridge Homeowner's Association, a Washington non-profit corporation, has reviewed the terms of this Amended Development Agreement, but is not a formal party to the Agreement, and by its letter (attached as **Exhibit A**), confirms that the Original Development Agreement (as amended) is intended to be consistent with the Settlement Agreement referred to in Section 7 of the Original Development Agreement (referred to by Growth Management Hearing Board Appeal No. 09-1004).

4. Future Uses. **Section 10(d)** of the Agreement shall be amended and restated to read as follows:

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

Section 10(f) of the Agreement shall be amended and restated to read as follows:

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

Section 10(g) of the Agreement shall be amended and restated to read as follows:

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

Section 10(h) of the Agreement shall be amended and restated to read as follows:

h) Development proposals within the portions of the Site designated as Commercial, shall not be approved unless they are determined to be substantially consistent with the design standards set forth on **Exhibit B** attached to the Agreement, and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.

Section 10(j) of the Agreement shall be amended and restated to read as follows:

j) Development proposals within the portion of the Site adjoining the existing Lariat Lane Right-of-Way shall connect to or extend Lariat Lane into the Site only as a secondary or emergency access road, unless traffic studies show that an extension of Lariat Lane into the Site is required. The intention of this provision is to avoid connectivity and through traffic between the County Ridge neighborhood to the west and the Site, and to limit such access to emergency vehicles or a secondary access only. Notwithstanding the foregoing, if the City based on the traffic impacts of development proposals requires more intensive road connections to Lariat Lane, such access shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.

5. No Other Changes. Except as Amended by this Amended Development Agreement, the original Development Agreement shall remain in full force and effect.

6. Effective Date. This Amended Development Agreement is made effective on the Effective Date first set forth above.

_____
Kerry Watts, Owner

_____
Jongjit Watts, Owner

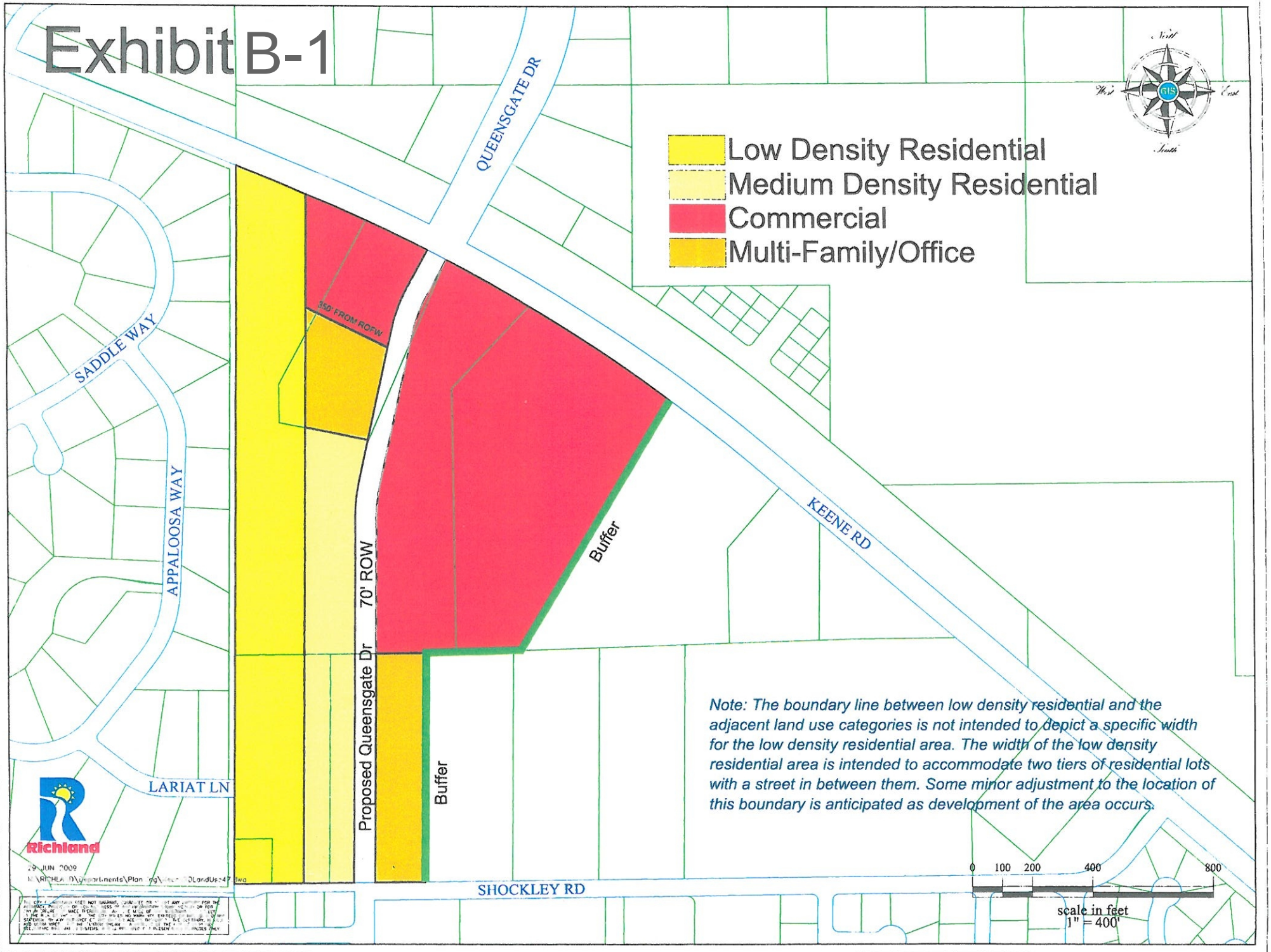
City of Richland,
a Washington municipal corporation

By: _____
Jon Amundson
Interim City Manager

APPROVED AS TO FORM:

_____
Heather Kintzley
City Attorney

Exhibit B-1



Note: The boundary line between low density residential and the adjacent land use categories is not intended to depict a specific width for the low density residential area. The width of the low density residential area is intended to accommodate two tiers of residential lots with a street in between them. Some minor adjustment to the location of this boundary is anticipated as development of the area occurs.

COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 8/5/2026 Agenda Category: Items of Business

Strategic Priority 2 - Financial Sustainability

Subject

Ordinance No. 2026-18, Amending the 2026 Budget to Provide for Additional Appropriations in Various City Funds (First Reading)

Department/Office	Ordinance/Resolution Number	Document Type
Finance	2026-18	Ordinance

Recommended Motion

Give first reading to Ordinance No. 2026-18, amending the 2026 Budget in various funds as provided therein.

Summary

Proposed Ordinance No. 2026-18 appropriates an additional $252,736 in the General Fund. The two most significant adjustments are $120,000 for implementation of a new Learning Management System using the City's existing Workday platform and $117,638 to reallocate employee costs currently budgeted in the Industrial Development Fund (IDF) to the General Fund. The increase in General Fund appropriations for employee costs is fully offset by a corresponding reduction in appropriations in the IDF. The ordinance also appropriates $7,000 from restricted Police training reserves for joint Police and Fire leadership development and $8,098 for unanticipated office renovations at Richland City Hall.

The ordinance also appropriates $194,791 in the Wastewater Fund, including $171,000 to complete the Wastewater Management Plan Update and $23,791 to cover unexpected equipment repairs. The cost of the equipment repairs will be reimbursed by the design consultant.

An additional $1,239,005 is appropriated in the Water Fund for three purposes. First, $286,217 will reimburse Costco for water infrastructure costs incurred in accordance with the parties' agreement. Second, $921,435 will fund installation of intertie connections to convert the Reata Ridge subdivision from the Badger Mountain Irrigation District (BMID) potable water system to the City's water system. Finally, $31,353 will accelerate replacement of the Water Cross Connect software after the existing system began to fail and vendor support became insufficient.

The ordinance also appropriates $450,000 in the Streets Capital Construction Fund for construction of the Systemic Pedestrian Crossing Safety Improvements Project. Of this amount, $338,000 is supported by previously awarded Washington State Department of Transportation (WSDOT) grant funds that were not carried forward into the 2026 budget, and $112,000 is supported by additional WSDOT grant funding. This appropriation will allow the City to obligate the grant funds before the required September 2026 deadline.

Finally, the ordinance appropriates $51,969 from the Equipment Maintenance Fund unappropriated fund balance to replace a fleet vehicle lift.

Staff recommends approval of Ordinance No. 2026-18 for first reading only.

Fiscal Impact

Approval of Ordinance No. 2026-18 will increase net appropriations by $2,070,863, of which $1,597,072 is from unappropriated fund balance and $473,791 is from new revenue.

Attachments

1. Ordinance No. 2026-18

ORDINANCE NO. 2026-18

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2026 BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS IN THE CITY'S GENERAL FUND, INDUSTRIAL DEVELOPMENT FUND, STREETS CAPITAL CONSTRUCTION FUND, WATER FUND, WASTEWATER FUND, AND EQUIPMENT MAINTENANCE FUND AND DECLARING A PUBLIC EMERGENCY IN THE CITY'S GENERAL FUND, WATER FUND, WASTEWATER FUND, AND EQUIPMENT MAINTENANCE FUND.

WHEREAS, on December 2, 2025, Richland City Council approved Ordinance No. 2025-33 adopting the 2026 Budget; and

WHEREAS, this Ordinance No. 2026-18 will address several budget adjustments occurring in various funds; and

WHEREAS, additional appropriations in the amount of $7,000 are requested from the restricted police training reserves in the General Fund to fund joint police and fire discipline-specific leadership development; and

WHEREAS, employee expenditures valued at $117,638 budgeted in the Industrial Development Fund (IDF) are more appropriately allocated to the General Fund, resulting in a transfer to decrease appropriations in the IDF by $117,638 and increase General Fund appropriations by the same amount; and

WHEREAS, additional appropriations of $120,000 are requested from General Fund unappropriated fund balance for implementation of a new learning management software from Workday that is intended to go live on January 1, 2027; and

WHEREAS, additional appropriations in the amount of $8,098 are requested from General Fund unappropriated fund balance to support unanticipated and unbudgeted office space renovations in Richland City Hall; and

WHEREAS, additional appropriations in the amount of $171,000 are requested from the Wastewater Fund unappropriated fund balance to complete the Wastewater Management Plan Update; and

WHEREAS, additional appropriations in the amount of $23,791 are requested in the Wastewater Fund to pay for unexpected equipment repairs, which will be reimbursed by a third party; and

WHEREAS, additional appropriations in the amount of $286,217 are requested from the Water Fund unappropriated fund balance to reimburse Costco for agreed oversizing of water infrastructure; and

WHEREAS, additional appropriations in the amount of $921,435 are requested from the Water Fund unappropriated fund balance to install intertie connections to convert the Reata Ridge subdivision from a Badger Mountain Irrigation District potable water system to Richland's water supply; and

WHEREAS, additional appropriations in the amount of $31,353 are requested from the Water Fund unappropriated fund balance to accelerate replacement of the Water Cross Connect Software that recently began to fail and no longer has sufficient vendor support; and

WHEREAS, additional appropriations in the amount of $450,000 are requested in the Streets Capital Construction Fund from Washington State Department of Transportation (WSDOT) grant revenue for construction of systemic pedestrian crossing safety improvements; and

WHEREAS, additional appropriations in the amount of $51,969 are requested in the Equipment Replacement Fund from unappropriated fund balance to replace a fleet vehicle lift; and

WHEREAS, no funds were appropriated in the 2026 Budget for the items listed above; and

WHEREAS, sufficient unappropriated funds are available, or new revenues/transfers are available, to support the required budget adjustments; and

WHEREAS, pursuant to RCW 35.33.091, a duly noticed public hearing was held on August 5, 2026 regarding the increase in appropriations from beginning fund balance in the General Fund, Water Fund, Wastewater Fund, and Equipment Replacement Fund.

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

Section 1. Facts Constituting Emergency. The expenses contained within this Ordinance were not anticipated when the 2026 Budget was adopted.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the General Fund, Water Fund, Wastewater Fund and Equipment Replacement Fund.

Section 3. Amendment of the 2026 Budget. The 2026 Budget is hereby amended to provide additional appropriations as follows:

BUDGET AMENDMENTS

Fund	Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Source	
					Fund Balance	New Revenue
001	General Fund	$ 100,235,818	$ 252,736	$ 100,488,554	$ 252,736	$ -
112	Industrial Development Fund	$ 3,225,125	$ (117,638)	$ 3,107,487	$ (117,638)	$ -
301	Streets Capital Construction	$ 48,156,236	$ 450,000	$ 48,606,236	$ -	$ 450,000
402	Water Fund	$ 46,022,717	$ 1,239,005	$ 47,261,722	$ 1,239,005	$ -
403	Wastewater	$ 31,696,942	$ 194,791	$ 31,891,733	$ 171,000	$ 23,791
502	Equipment Maintenance	$ 6,162,048	$ 51,969	$ 6,214,017	$ 51,969	
	TOTAL	$ 235,498,886	$ 2,070,863	$ 237,569,749	$ 1,597,072	$ 473,791

Section 4. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ___ day of _____, 2026.

_____
Theresa Richardson, Mayor

Attest:

_____
Jennifer Rogers, City Clerk

Approved as to Form:

_____
Heather Kintzley, City Attorney

First Reading: _____
Second Reading: _____
Date Published: _____