



Agenda
Hearing Examiner Meeting
Thursday, January 25, 2018
City Hall Council Chamber | 505 Swift Boulevard

Hearing Examiner: Gary McLean

Liaisons: Staff Liaison Development Services Manager Simon

Public Hearing – 6:00 p.m.

Public Hearing Explanation:

New Business – Public Hearing:

1. Z2017-106 & Z2017-107 - Rezone Applications (Wenner & Markel)
2. S2017-105 - Preliminary Plat for West Vineyard Phase 2
3. S2017-102 - Canyon Creek West Preliminary Plat - POSTPONED

Adjournment

The next Hearing Examiner Meeting is as needed

This Meeting is broadcast live on CityView Channel 192 and online at CI.RICHLAND.WA.US/CITYVIEW

Richland City Hall is ADA accessible with special parking and access available at the entrance facing George Washington Way. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the Hearing Examiner Meeting by calling the City Clerk's Office at 942-7388.



HEARING EXAMINER AGENDA ITEM COVERSHEET

Meeting Date: 01/25/2018

Agenda Category: New Business – Public Hearing

Prepared By: Shane O'Neill, Senior Planner

Subject:

Z2017-106 & Z2017-107 - Rezone Applications (Wenner & Markel)

Department:

Community & Development Services

Recommended Motion:

Approve the zoning conversion of 3.9 acres of land fronting both Jericho Road and Keene Road from C-1 to C-3.

Summary:

Consideration of two rezone applications to change the zoning of 3.9-acres of vacant land from C-1 (Neighborhood Retail) to C-3 (General Business).

Attachments:

1. FULL STAFF REPORT - Z2017-106 & 107 -Werner & Markel

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

GENERAL INFORMATION:

PROPOSAL NAME: Markel/Werner Rezone

LOCATION: North of Keene Road, South of Jericho Road and west of Queensgate Drive

APPLICANT: Jeff & Lori Wenner together with Greg Markel

FILE NO's.: Z2017-106 & Z2017-107

DESCRIPTION: Request to change zoning of 3.9 acres from C-1 (Neighborhood Retail) to C-3 (General Business)

PROJECT TYPE: Type 3 Site-Specific Rezone

HEARING DATE: January 25, 2018

REPORT BY: Shane O'Neill, Senior Planner

RECOMMENDED
ACTION: Approval

Vicinity Map

Item: Rezone from C-1 to C-3
Applicant: Jeff Wenner & Greg Markel
File #'s: Z2016-106 & Z2017-107



Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

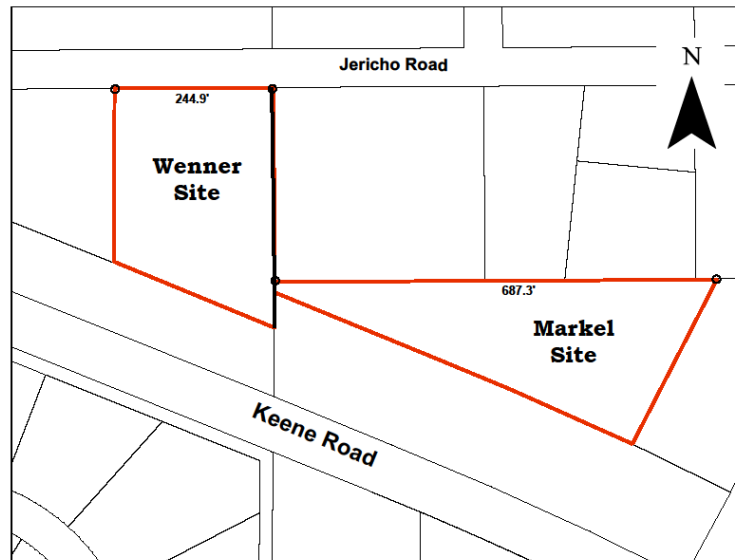
Jeff & Lori Wenner together with Greg Markel, have filed a rezone request to change the zoning classification of a 3.9 acre site from C-1 (Neighborhood Retail) to C-3 (General Business) with the intent of commercial site development. Mr. Wenner, who owns that portion of the site fronting Jericho Road, has indicated specific intent to develop the site with a mini-storage facility available for general use by the public at large. Mr. Markel intends to develop that triangular portion of the site running along Keene Road with a multi-tenant commercial building tentatively depicted in Exhibit 2.

SITE DESCRIPTION & ADJACENT LAND USES

This 3.9-acre vacant site is comprised of one 2.1-acre parcel together with a 1.8-acre portion of another parcel located to the northwest. The 1.8-acre portion of

the subject site is being transferred from a larger (14.16 ac.) parcel owned by the Richland First Church of the Nazarene to Mr. Wenner by way of boundary line adjustment. On January 5, 2018 city staff approved the boundary line adjustment application to be recorded. The 1.8-acres lies immediately west of Mr. Wenner's existing self-storage facility on Jericho Road.

The map below illustrates the site's division based on ownership. For the remainder of this report each area of the site will be referenced as labeled ("Wenner site" & "Markel site").



In terms of topography, the central portion of the site where we see a narrow connection point experiences a depression; then rising again approaching the existing gas station to the east. With the goal of bringing the Markel site into a more level condition, in recent months a significant amount of fill has been placed on-site in preparation for site development.

Vegetative composition of the Wenner site is nearly uniformly colonized by big sagebrush (*Artemisia tridentata*), the keystone plant species which dominates the natural landscape on surrounding undisturbed land. Whereas the Markel site has been disturbed but some sagebrush remains intact. Both divisions of the subject rezone site are vacant of structures.

Overhead municipal power lines secured by easement, bisect the site in a north-south orientation along the boundary between site divisions. Underground power lines paralleling Keene Road exist just outside of the south boundary of the Wenner site. Municipal sewer and water lines are currently located in Jericho Road while Keene Road only contains a water line. Sewer lines are located at both intersections of Keene Rd. and Jericho Rd. and at Keene Rd. and Queensgate Dr.

SURROUNDING LAND USES:

North – Church, self-storage, residence, auto repair
East – Self-storage, fueling station
South – Single-Family Residences, vacant land
West – Single-Family Residences, vacant land

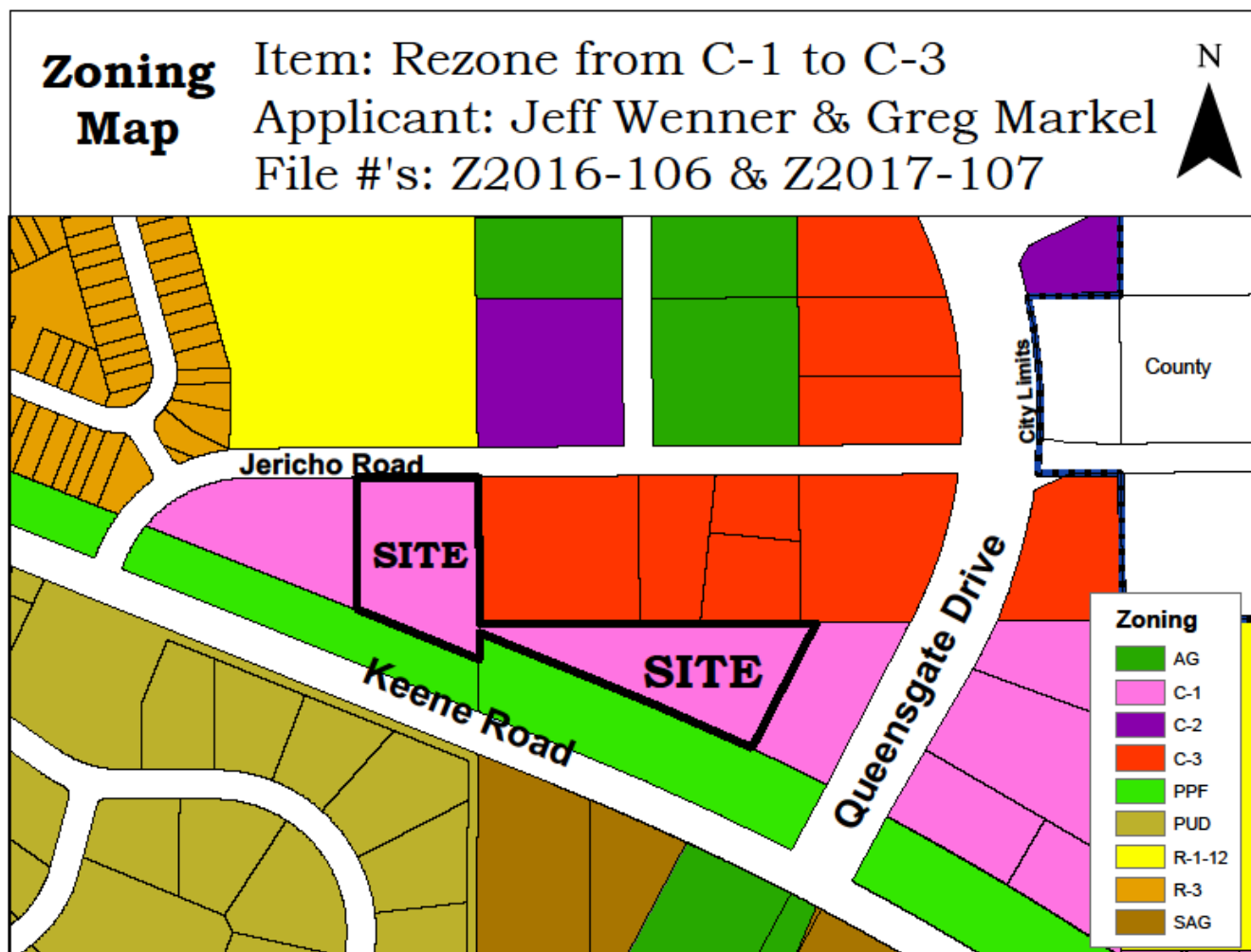


Figure 1 - Zoning Map

CURRENT ZONING:

The current C-1 zoning assignment would allow the site to be developed with a variety of neighborhood-scale retail sales and services businesses, not including self-storage facilities (see Exhibit 4 – commercial zoning table). Pertinent to the Markel application is the fact that C-1 zoning imposes an hours of operation limitation on restaurants, lounges, drinking establishments and restaurants offering a dancing venue. RMC 23.42.053 (Exhibit 5) requires restaurants, lounges, drinking establishments and restaurants with dancing facilities in the C-

1 zone to cease nightly operations no later than 11:00pm. Said restriction serves at the impetus behind the Markel rezone application as, on a preliminary basis, he intends to develop the site with a 3,000 square foot restaurant amongst two other retail buildings. All uses indicated on his tentative conceptual site plan are otherwise permitted outright in the C-1 zone.

As for the Wenner site, Mr. Wenner intends to expand his existing self-storage facility onto a portion of the vacant property lying immediately west of his facility. C-1 zoning does not allow for self-storage facilities. In order to expand his existing facility Mr. Wenner requires C-3 zoning.

SURROUNDING ZONING DISTRICTS:

North –	C-3 (General Business) & R-1-12 (Single Family Residential)
East –	C-3 (General Business) & C-1 (Neighborhood Retail)
South –	PPF (Parks & Public Facilities)
West –	C-1 (Neighborhood Retail) & PUD (Residential Planned Unit Development)

PROPOSED ZONING

The applicants propose to convert the zoning of their combined sites to C-1 (Neighborhood Retail) to allow a mini-storage/self-storage facility to be built expanded westward and to lift hours of operations restrictions for drinking establishments and restaurants/lounges offering an evening dancing venue. According to Section 23.22.010(D) of the Richland Municipal Code (Exhibit 2) the purpose of the C-3 district is as follows:

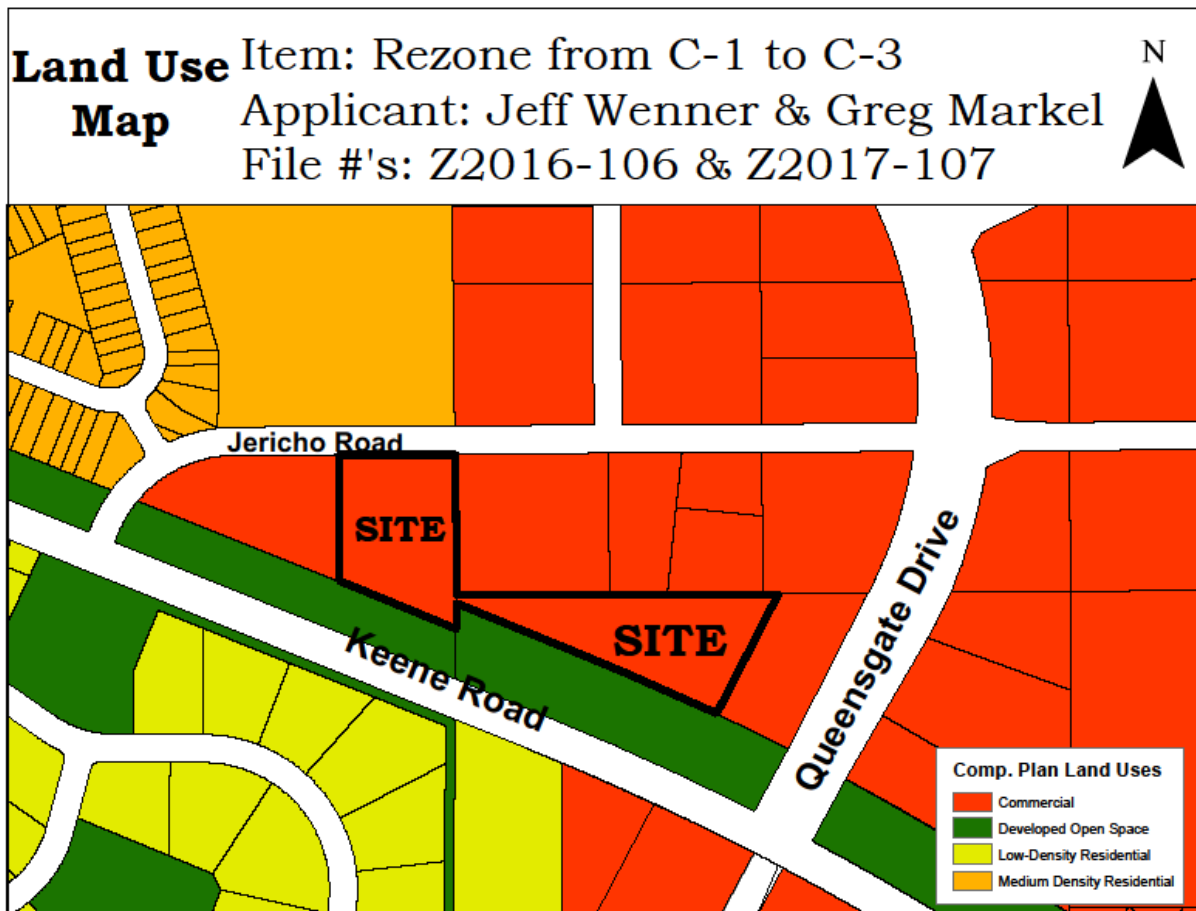
The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

Allowed uses within the C-3 district include many, if not all, automotive related business types, light industrial and manufacturing businesses and all listed retail uses. Residential development of any kind is not permitted on C-3 zoned lands. The commercial section of the Zoning Code (RMC 23.22) is included herein as Exhibit 4.

Performance standards and special requirements of the C-3 district [RMC 23.22.020(G)] include measures aimed at reducing nuisance conditions such as noise, dust and fumes experienced by adjacent land uses.

As illustrated in the Zoning Map above, property immediately north of the Wenner site is zoned residentially. Often times mitigation measures such as physical buffers or barriers are warranted between heavy commercial zoning and residentially zoned land. In this case however, the residentially zoned property is developed with two church buildings and an extensive parking lot network located between Jericho Road and the church buildings. From a land use impact perspective, churches do not warrant the same level of mitigation against disturbances as residential neighborhoods. For that reason staff is not inclined to impose site specific development features to ameliorate potential impacts from the Wenner site on the church through the imposition of a property use and development agreement.

Figure 2 – Comprehensive Plan Map



COMPREHENSIVE PLAN

The City's comprehensive plan designates the site as suitable for commercial land uses. This land use designation provides for a variety of heavy commercial and allows for some light industrial and manufacturing business types. As indicated in the "Proposed Zoning" section above, the C-3 district may be applied to commercially designated portions of the city under the city of Richland Comprehensive Plan. Below is a list of applicable goals and policies from the Comprehensive Plan. Relative to land use goal #5 below, it is noteworthy here that the Markel site is separated from Keene Road right-of-way by City-owned parcel zoned PPF that contains a section of contiguous pedestrian trail running the length of Keene Road.

COMMERCIAL/OFFICE GOALS & POLICIES

Land use goal #1: Plan for growth within the urban growth area and promote compatible land use.

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

Land use goal #4: Promote commercial and industrial growth that supports the City's economic development goals.

Pertinent policies within this goal are as follows:

Policy 1 – Accommodate a variety of commercial land uses including retail and wholesale and services, and research and professional services.

Policy 3 – Locate neighborhood-oriented commercial land uses in Neighborhood Retail Business areas.

Policy 5: In areas where residential uses are in close proximity to industrial or commercial lands, adequate development standards should be used in industrial or commercial developments to mitigate the impacts on residential uses.

Land use 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 transportation.

Policy2: Promote pedestrian and bicycle circulation throughout the community by connecting with the City's network of parks and trail systems.

PUBLIC NOTICE

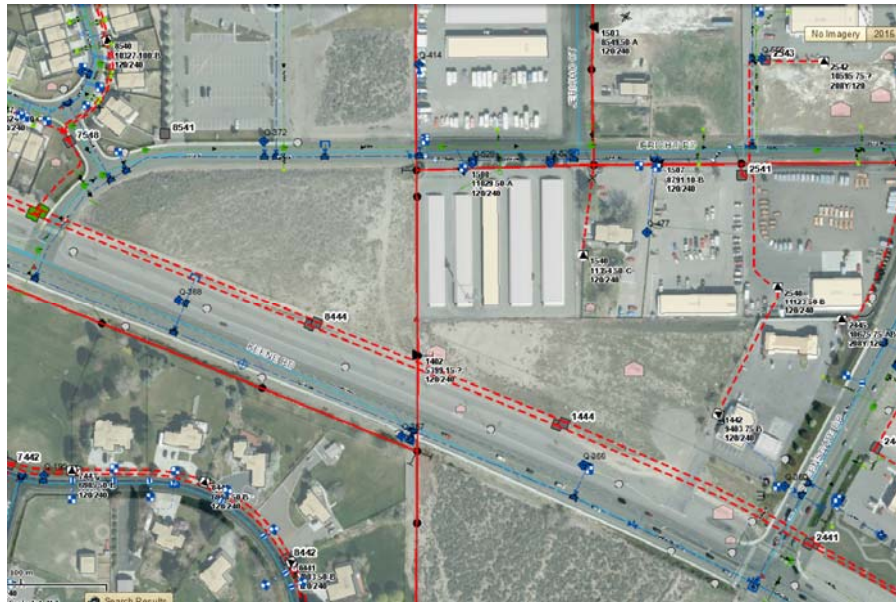
Application Date:	December 20, 2017
Notice of Application & Hearing Mailed:	December 29, 2017
Notice of Application & Hearing Published:	January 7, 2018
Notice of Application & Hearing Posted:	January 31, 2018
Public Hearing:	January 25, 2018

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 6. As of the date of this report, City staff has received two project inquiries via phone but no comments were made for the record.

UTILITY AVAILABILITY

Sewer and water services extend along the north property line of the Wenner site from an 8-inch mains located in Jericho Road. Sewer service will require extension leading to the Markel site from the intersection of Keene Road and Queensgate Drive. The Markel site benefits from a 24-inch water main extending along the entire south boundary of the Markel site in Keene Road. Said water main is sufficiently sized to serve the demand of the uses permitted in the C-3 zone.

An above-ground electrical service line bifurcates the site in a north-south orientation at their narrowest point of connection. This service is capable of serving the few additional self-storage buildings informally proposed by Mr. Wenner. Underground electrical power lines also lie within the parcels zoned PPF which run parallel to Keene Road. All of the utility services necessary for site development are currently in place and are of adequate capacity to serve future site development. The map below is inserted to illustrate the approximate location of municipal utilities.



red = electrical power, green = sewer and blue = water

TRANSPORTATION

Richland's Comprehensive Plan classifies Keene Road as a principal arterial roadway in the Street Functional Classification System map, whereas Jericho Road is classified as a local roadway.

Access to the Wenner project site will come from Jericho Road by way of Queensgate Drive to the east or from Keene Road to the west. The Markel portion of the site will be accessed directly from access from Keene Road. Short Plat #2302 (Exhibit 3) provides the Markel site with 40' worth of an 80' access easement from Keene Road at the southeast corner of the property. Mr. Markel's tentative site plan (Exhibit 2) proposes accessing the site from Keene Road in a more centralized location. Discussions with the City Public Works Department have indicated that the more centralized access point may be acceptable as well.

SEPA

Pursuant to WAC 197-11-800(6) (c) the rezone application qualifies as a categorically exempt action by meeting the requisite circumstances; they are as follows:

Where an exempt project requires a rezone, the rezone is exempt only if:

(i) The project is in an urban growth area in a city or county planning under RCW 36.70A.040;

- (ii) The proposed rezone is consistent with and does not require an amendment to the comprehensive plan; and*
- (iii) The applicable comprehensive plan was previously subjected to environmental review and analysis through an EIS under the requirements of this chapter prior to adoption; and the EIS adequately addressed the environmental impacts of the rezone.*

In this case, the proposed project is located with the City and within Richland's urban growth area; the proposed action is consistent with the City's comprehensive plan; and the City's comprehensive plan was analyzed through the preparation of an environmental impact statement at the time of the plan's initial adoption in 1997 and for the subsequent plan update in 2017.

ANALYSIS

The site in this application involves one parcel together with a portion of another parcel for a combined land area of 3.9 acres. The site(s) front both Jericho Road and Keene Road and are the subject of separate development proposals. The request to assign C-3 zoning to the Wenner site is planned to allow for expansion of the adjacent self-storage facility owned by Mr. Wenner. The request to assign C-3 zoning to the Markel site is planned to allow for development of the site with retail sales and service businesses without restrictions on hours of operation for businesses offering an evening dancing venue.

In consideration of the existing adjacent land uses staff does not feel it is necessary to impose a property use and development agreement to restrict building placement and/or uses. Lying adjacent to a fueling station, self-storage facility and a principal arterial roadway, the proposed C-3 zoning and associated permitted land uses are generally compatible with the vicinity.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the requests for a change in zoning (Z2017-106 & Z2017-107) and recommends approval of both requests based on the following:

1. The subject site is comprised of Benton County tax parcel # 1-22983012302003 together with an approximately 1.8-acre portion of tax parcel # 1-21981000002012 lying south of Jericho Road;
2. The subject of planning master file #'s Z2017-106 and Z2017-107 are a joint application requesting to convert city zoning of the subject site, illustrated on page 3 of this report, from Neighborhood Retail (C-1) to General Business (C-3);

3. The City of Richland Comprehensive Plan designates the subject site as suitable for commercial uses;
4. In Richland's Zoning Code the purpose statement for the General Business district (C-3) states that the zone may be applied to portions of the city designated for commercial uses under the Comprehensive Plan;
5. Development of the site with certain commercial uses is consistent with the intent of the Comprehensive Plan;
6. Richland's Zoning Code contains C-3 zone site performance standards regulating potential impacts of permitted uses on surrounding properties;
7. The subject site is not directly adjacent to residential properties;
8. Rezone approval is not conditioned upon the applicant entering into a development agreement;
9. Aboveground municipal electrical lines exist on-site. The power lines bifurcate the site in a north-south orientation;
10. City water and sewer mains are in close proximity to the site and could be extended to serve the commercial development of the site(s);
11. The project is exempt from the provisions of the State Environmental Policy Act, as identified in WAC 197-11-800(6)(c).
12. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

EXHIBIT LIST

1. Joint Zone Change Application
2. Markel Tentative Site Plan
3. Short Plat 2302
4. Commercial zoning regulations– Chapter 23.22
5. RMC 23.42.053
6. Affidavit of publication and public hearing notice
7. Site Photos

Planning & Development Services Division • Current Planning Section
840 Northgate Drive • Richland, WA 99352
General Information: 509/942-7794 • Fax: 509/942-7764

Petition for Change of Zoning District Classification

Application is hereby made to the City of Richland for a change of zone, pursuant to Section 23.82.190 of the City of Richland Municipal Code.

The following required information must be typed or printed legibly in the appropriate spaces.

SECTION I – APPLICANT INFORMATION			
Applicant's Name: 1. JLW Asset Management dba. Queensgate Storage (Jeff & Lori Wenner) & 2. Washington Securities and Investments Corporation			
Address: 1. PO Box 1175 2. 8901 W Tucannon			
City: 1. Richland 2. Kennewick	State: 1. WA 2. WA	Zip: 1. 99352 2. 99336	
Phone: 1. (509) 308-2769 2. (509) 735-2255	Fax:	Other and/or e-mail address: 1. aurahomes.jw@gmail.com 2. wsic@eltopia.com	
Please check under what capacity you are filing:			
☐ Recorded owner of the property as of		☒ Purchasing under contract as of 1. 12-10-17 2. 10-01-17	
☐ The lessee as of		☐ The authorized agent of any of the foregoing, duly authorized in writing (written authorization must be attached to application).	
SECTION II – PROPERTY LOCATION AND GENERAL DESCRIPTION			
Street address(es) of property for which the zone change is requested, if applicable:			
1. 2500 Jericho Rd. 2. 2290 Keene Rd.			
Relationship to adjacent streets (i.e., west of Main Street between 1 st Avenue and 2 nd Avenue):			
1. North of Keene Rd. between Jericho Rd and Queensgate Dr. 2. North of Keene Rd. between Jericho Rd and Queensgate Dr.			
General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement): 1. Vacant 2. Vacant			
Size of petition area	1. 1.84 2. 2.07	acres and	1. 80,265 2. 91,169 square feet
SECTION III - CHANGE OF ZONE REQUEST			
A change of zone from		C1	To C3
is requested for the property described in Section II of this application.			
SECTION IV – JUSTIFICATION			
State the reason(s) for the requested change of zone:			
1. The zone change to C3 will allow for the expansion of the Queensgate storage facility, adding approximately 30,000 sq. ft. to the current footprint of 40,000 sq ft. The current facility has experienced an occupancy rate of 97%-100% for the past 24 months. Given the additional retail, low to high density residential expected within a two mile radius and proximity to I-82 we anticipate this demand for storage space will only grow. Buffering the zone change to the west is portion of land that will remain C1. Further to the west is a medium density residential neighborhood.			
2. To conform with adjacent properties, allow for drive through operation and later operational hours.			

Continued

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS FORM/APPLICATION IS TRUE, CORRECT AND COMPLETE.

DATED THIS 19 DAY OF DECEMBER, 2017

ju
Applicant's Signature

Jeff Wenner

Address
PO Box 1235

City, State, Zip
Richland, WA 993352

Phone
509-308-2769

Don D Flury
Applicant's Signature

2500 JACOBO Rd
Address

Richland, WA 99352
City, State, Zip

509 937-2296
Phone

FOR OFFICE USE ONLY

Date accepted for filing _____

Items enclosed: Filing fee and Title Insurance
Company Ownership Report showing all property
Owners of Record within 300-feet.

City Official's Signature

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS FORM/APPLICATION IS TRUE, CORRECT AND COMPLETE.

DATED THIS 29 DAY OF November, 2017.

Gregory S. Markel
Applicant's Signature

Applicant's Signature

8901 W Tucannon Ave. STE 110
Address Kennelwick
Richland, WA 99336
City, State, Zip
509-735-2255
Phone

Address

City, State, Zip

Phone

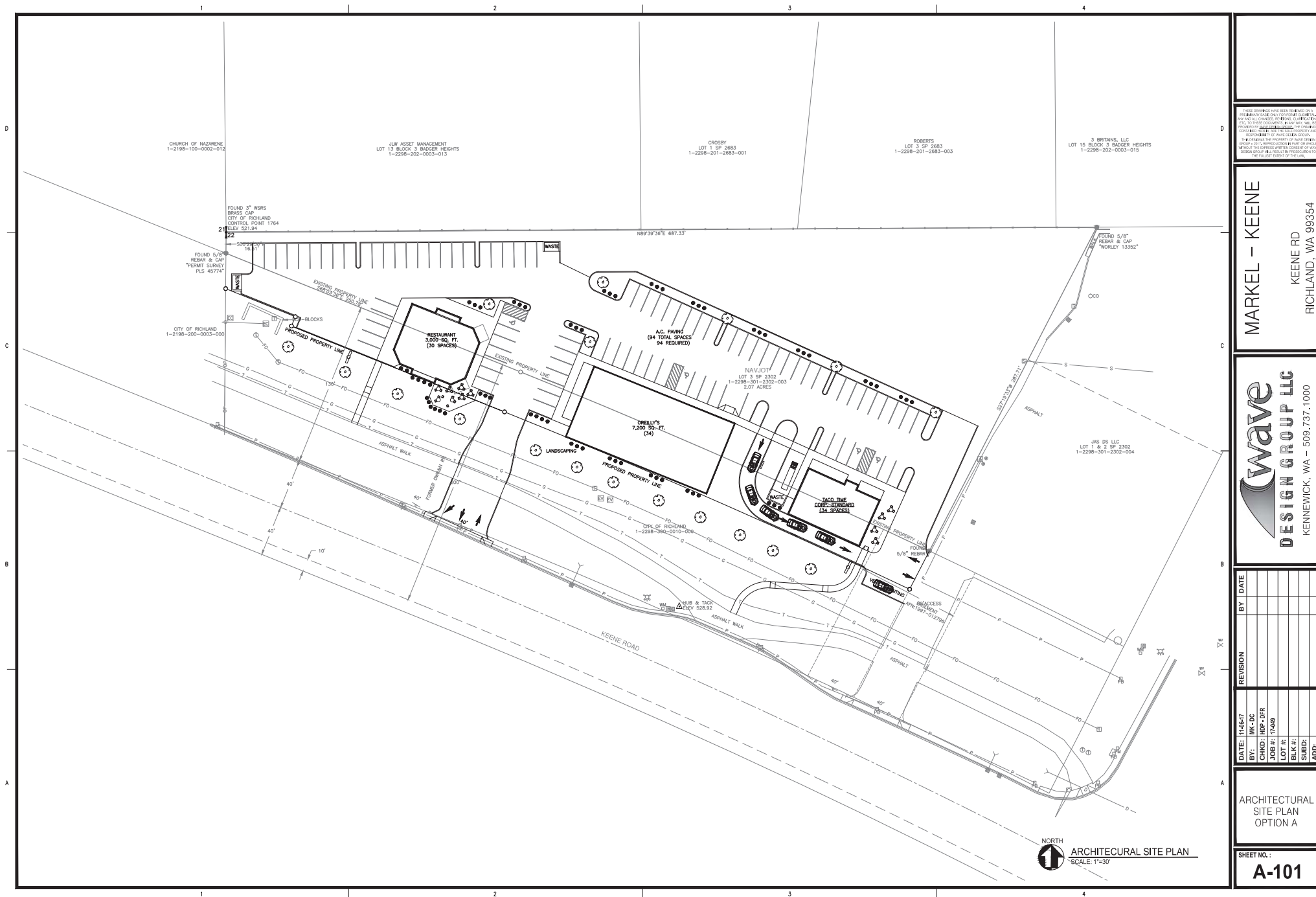
FOR OFFICE USE ONLY

Date accepted for filing _____

Items enclosed: Filing fee and Title Insurance
Company Ownership Report showing all property
Owners of Record within 300-feet.

City Official's Signature

Exhibit 2



MARKEL - KEENE

KEENE RD
RICHLAND, WA 99354



KENNEWICK, WA - 509.737.1000

DATE:	BY:	REVISION	BY	DATE
11-06-17	MK-DC			
CHND: HDP-DFR				
JOB #1: 17-049				
LOT #:				
BLK #:				
SUBD:				
ADD:				

ARCHITECTURAL
SITE PLAN
OPTION A

SHEET NO.:
A-101

Exhibit 3

2302

SHORT PLAT NO.

PORTION NW1/4 SW1/4 SECTION 22, T. 9 N., R. 28 E., W. M.
RICHLAND BENTON COUNTY, WASHINGTON

VICINITY MAP
N.T.S.

W1/4 CORNER SECTION 22, T9N, R28E
FND WSRIS BRASS CAP

N 00°29'36"E
16.51'

UTILITY EASEMENT
10-30-97
#3127

500'29'36"W 2698.55'

SW CORNER SECTION 22, T9N, R28E
FND WSRIS BRASS CAP



FORMER OWR&N RR R/W
NOW CITY OF RICHLAND PROPERTY.

APPROVALS

THE ANNEXED SHORT PLAT IS HEREBY APPROVED BY AND FOR THE
CITY OF RICHLAND, STATE OF WASHINGTON.

Herb Everett
SHORT PLAT ADMINISTRATOR

5-30-97
DATE

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE
BEEN PAID TO AND INCLUDING THE YEAR 1997.

Darwin W. Parker
BENTON COUNTY TREASURER

5-30-97
DATE

SURVEYOR'S CERTIFICATE

I CERTIFY TO
ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY TO
THE NORMAL SURVEYING SERVICE, INC., P.S.
STANDARD OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN THE
STATE OF WASHINGTON, THE COURSES AND DISTANCES SHOWN HEREON ARE AS
STAKED ON THE GROUND. I FURTHER CERTIFY THAT THIS MAP CORRECTLY
REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT
SUPERVISION IN CONFORMANCE WITH THE SURVEY RECORDING ACT.

4/24/97
DATE
WOLFE SURVEYING SERVICE, INC., P.S.
121 S. ELY STREET
P.O. BOX 6132
KENNEWICK, WASHINGTON 99336
509-582-6716



IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED
WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT AND
THAT THIS PROPERTY IS NOT CLASSIFIED AS IRRIGABLE LAND AND IS NOT
ENTITLED TO IRRIGATION WATER UNDER THE EXISTING OPERATING RULES
AND REGULATIONS OF THIS DISTRICT. I FURTHER CERTIFY THAT THE
IRRIGATION EASEMENTS SHOWN ON THIS BINDING SITE PLAN ARE ADEQUATE
TO SERVE ALL LOTS SHOWN HEREON PER THE REQUIREMENTS OF RCW
56.17.316.

James L. Egan
KENNEWICK IRRIGATION DISTRICT

4/24/97
DATE

OWNER'S CERTIFICATE

WE, SURMUKH S. BATH AND SURJIT K. BATH, HUSBAND AND WIFE, AND PIONEER NATIONAL
BANK, HEREBY CERTIFY THAT WE ARE THE OWNER'S OF THE TRACT OF LAND DESCRIBED HEREON
AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND A SHORT PLAT PREPARED
AS SHOWN AND THAT THE EASEMENTS ON THE SHORT PLAT ARE HEREBY GRANTED FOR
THE USES SHOWN THEREON.

Surmukh S. Bath
SURMUKH S. BATH

Surjit K. Bath
SURJIT K. BATH

PIONEER NATIONAL BANK

BY: *Maureen*

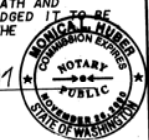
BY: *Maureen*

ACKNOWLEDGMENTS

STATE OF WASHINGTON
COUNTY OF BENTON
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT SURMUKH S. BATH AND
SURJIT K. BATH, HUSBAND AND WIFE, SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE
THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE
INSTRUMENT.

Monica Huber
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY APPOINTMENT EXPIRES 11/26/2000

4/24/97
DATE



STATE OF WASHINGTON
COUNTY OF BENTON
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT *Max J. Webb*
AND *Gary L. Ruster* SIGNED THIS
INSTRUMENT, ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE THE INSTRUMENT
AND ACKNOWLEDGED IT AS THE *President* AND
AND *Vice President* RESPECTIVELY, OF PIONEER NATIONAL BANK TO BE THE
FREE AND VOLUNTARY ACT OF SUCH PARTIES FOR THE USES AND PURPOSES MENTIONED IN THE
INSTRUMENT.

Monica Huber
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY APPOINTMENT EXPIRES 11/26/2000

4/24/97
DATE



DESCRIPTION

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF
THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH,
RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING
NORTHEASTERLY OF THE O.W.R. AND N. RAILROAD RIGHT OF WAY
AND NORTHWEST OF STATE HIGHWAY SR 182 RIGHT OF WAY,
(NOW KENNEDY ROAD).

NOTES

1. BASIS OF BEARING: SHORT PLAT NO. 2211, RECORDS OF
BENTON COUNTY, WASHINGTON.
2. SET 5/8" IRON PINS WITH PLASTIC CAPS MARKED "WORLEY
13352" AT PROPERTY CORNERS UNLESS NOTED OTHERWISE.
3. NO BUILDING PERMITS FOR STRUCTURES REQUIRING POTABLE
WATER WILL BE ISSUED UNTIL EVIDENCE OF AN APPROVED WATER
SUPPLY IS PROVIDED.
4. NO BUILDING PERMIT WILL BE ISSUED FOR LOTS 1 AND 2
UNTIL SUCH TIME AS LOT 3 IS CONNECTED TO THE CITY OF
RICHLAND SANITARY SEWER SYSTEM AND THE EXISTING DRAINFIELD
LOCATED ON LOT 2 IS NO LONGER IN USE.
5. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO
CHANGE UNTIL THE EXACT LOCATION OF ACCESS ON THE LOTS
IS DETERMINED.
6. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED
FOR THE USE, ACCESS AND MAINTENANCE BY THE SHORT PLATTED
PROPERTY'S CURRENT UTILITY PROVIDER. SAID UTILITY
EASEMENTS ARE FOR THE USE, ACCESS AND MAINTENANCE OF
ELECTRIC POWER, TELEPHONE, CABLE AND OTHER DEFINED
UTILITIES TO AND/OR THROUGH THE PROPERTY.

HEALTH DEPARTMENT APPROVAL

NO BUILDING PERMIT SHALL BE ISSUED FOR BUILDING ON LOT 2 UNTIL BOTH LOTS
1 AND 2 ARE CONNECTED TO THE CITY OF RICHLAND PUBLIC
SANITARY SEWER SYSTEM.

BENTON FRANKLIN DISTRICT HEALTH DEPARTMENT

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF SURMUKH S. BATH
AT 43 MINUTES PAST 4:00 PM, THIS 30th
DAY OF MAY, 1997, AND RECORDED IN
VOLUME 1 OF SHORT PLATS, PAGE 2302, RECORDS
OF BENTON COUNTY, WASHINGTON.

Debbie Gordon
BENTON COUNTY AUDITOR

97-12797
FEE NUMBER

SP 2302

B3-003

Chapter 23.22 COMMERCIAL ZONING DISTRICTS

Sections:

- [23.22.010](#) Purpose of commercial use districts.
- [23.22.020](#) Performance standards and special requirements.
- [23.22.030](#) Commercial use districts permitted land uses.
- [23.22.040](#) Site requirements and development standards for commercial use districts.
- [23.22.050](#) Parking standards for commercial use districts.

23.22.010 Purpose of commercial use districts.

A. The limited business use district (C-LB) is a zone classification designed to provide an area for the location of buildings for professional and business offices, motels, hotels, and their associated accessory uses, and other compatible uses serving as an administrative district for the enhancement of the central business districts, with regulations to afford protection for developments in this and adjacent districts and in certain instances to provide a buffer zone between residential areas and other commercial and industrial districts. This zoning classification is intended to be applied to some portions of the city that are designated either commercial or high-density residential under the city of Richland comprehensive plan.

B. The neighborhood retail business use district (C-1) is a limited retail business zone classification for areas which primarily provide retail products and services for the convenience of nearby neighborhoods with minimal impact to the surrounding residential area. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

C. The retail business use district (C-2) is a business zone classification providing for a wide range of retail business uses and services compatible to the core of the city and providing a focal point for the commerce of the city. All activities shall be conducted within an enclosed building except that off-street loading, parking, and servicing of automobiles may be in the open and except that outdoor storage may be permitted when conducted in conjunction with the principal operation which is in an enclosed adjoining building. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

D. The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental

shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

E. The waterfront use district (WF) is a special commercial and residential zoning classification providing for the establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, offices, and other similar commercial, apartment, and multifamily uses which are consistent with waterfront oriented development, and which are in conformance with RMC Title [26](#), Shoreline Management, and with applicable U.S. Corps of Engineers requirements. This zoning classification encourages mixed special commercial and high-density residential uses to accommodate a variety of lifestyles and housing opportunities. Any combination of listed uses may be located in one building or one development (i.e., related buildings on the same lot or site). This zoning classification is intended to be applied to those portions of the city that are designated waterfront under the city of Richland comprehensive plan.

F. The central business district (CBD) is a special mixed use zoning classification designed to encourage the transformation of the central business district from principally a strip commercial auto-oriented neighborhood to a more compact development pattern. The central business district is envisioned to become a center for housing, employment, shopping, recreation, professional service and culture. The uses and development pattern will be integrated and complementary to create a lively and self-supporting district. Medium rise buildings will be anchored by pedestrian oriented storefronts on the ground floor with other uses including housing on upper floors. Projects will be well designed and include quality building materials. Appropriate private development will be encouraged via public investments in the streetscape and through reduction in off-street parking standards. Uses shall generally be conducted completely within an enclosed building, except that outdoor seating for cafes, restaurants, and similar uses and outdoor product display is encouraged. Buildings shall be oriented to the fronting street or accessway, to promote a sense of enclosure and continuity along the street or accessway. This zoning classification is intended for those portions of the city that are designated as central business district, as well as some properties designated as commercial and waterfront, under the Richland comprehensive plan. The central business district zone contains overlay districts titled medical, parkway, and uptown. The overlay districts implement varying site development requirements.

G. The commercial recreation district (CR) is a special commercial district providing for the establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, and other commercial uses which are consistent with waterfront oriented development, and which are in conformance with RMC Title [26](#), Shoreline Management, and with the U.S. Corps of Engineers requirements, and providing for regulations to protect the business and residents of the city from objectionable influences, building congestion and lack of light, air and privacy. This zoning classification is intended for those portions of the city that are designated as waterfront or commercial under the Richland comprehensive plan.

H. The commercial winery use district (CW) is a zone classification designed to provide an area for the operation of commercial wineries, including all aspects of the wine making industry, from the raising of crops to the production, storage and bottling of wine and the retail sales of wine and related products. Other uses, which support winery-related tourism, such as restaurants, entertainment venues, retail services such as gift shops and bed and breakfast facilities are also permitted, along with other uses that are compatible with wineries. [Ord. 28-05 § 1.02; Ord. 04-09].

23.22.020 Performance standards and special requirements.

A. Commercial Limited Business. Residential uses permitted in the C-LB district must comply with the following standards except as provided by footnote (6) of RMC [23.22.040](#):

1. Minimum Yard Requirements.

- a. Front Yard. Twenty feet except as provided by footnote (3) of RMC [23.18.040](#);
- b. Side Yards. Each side yard shall provide one foot of side yard for each three feet or portion thereof of building height;
- c. Rear Yards. Twenty-five feet.

2. Required Court Dimensions. Each court on which windows open from any room other than a kitchen, bathroom or a closet, shall have all horizontal dimensions measured at right angles from the windows to any wall or to any lot line other than a front lot line equal to not less than the height of the building above the floor level of the story containing the room, but no dimension shall be less than 20 feet.

3. Distance Between Buildings. No main building shall be closer to any other main building on the lot than a distance equal to the average of their heights. This provision shall not apply if no portion of either building lies within the space between the prolongation of lines along any two of the opposite walls of the other building, but in any such situation the buildings shall not be closer to each other than a distance of 10 feet.

4. Percentage of Lot Coverage. Apartment buildings in a C-LB district shall cover not more than 33 percent of the area of the lot.

B. Neighborhood Retail Business. All uses permitted in a C-1 district must comply with the following performance standards:

1. All business, service, repair, processing, or merchandise display shall be conducted wholly within an enclosed building, except for off-street automobile parking, the sale of gasoline, and self-service car washes. Limited outdoor display of merchandise is permitted; provided, that such display shall include only those quantities sold in a day's operation.

2. Outdoor storage areas incidental to a permitted use shall be enclosed with not less than a six-foot-high fence and shall be visually screened from adjoining properties. All storage areas shall comply with building setbacks.

3. Not more than three persons shall be engaged at any one time in fabricating, repairing, cleaning, or other processing of goods other than food preparation in any establishment. All goods produced shall be primarily sold at retail on the premises where produced.

4. Lighting, including permitted illuminated signs, shall be shielded or arranged so as not to reflect or cause glare to extend into any residential districts, or to interfere with the safe operation of motor vehicles.

5. Noise levels resulting from the operation of equipment used in the conduct of business in the C-1 district shall conform to the requirements of Chapter 173-60 WAC, Maximum Environmental Noise Levels.

6. No single retail business, except for a food store, shall operate within a building space that exceeds 15,000 square feet in area, unless approved by the planning commission through the

issuance of a special use permit upon the finding that the proposed retail business primarily serves and is appropriately located within the surrounding residential neighborhoods.

C. General Business. All permitted commercial business uses may be located in the C-3 district, provided their performance is of such a nature that they do not inflict upon the surrounding residential areas, smoke, dirt, glare, odors, vibration, noise, excessive hazards or water pollution detrimental to the health, welfare or safety of the public occupying or visiting the areas. The maximum permissible limits of these detrimental effects shall be as herein defined and upon exceeding these limits they shall be as herein considered a nuisance, declared in violation of this title and shall be ordered abated.

1. Smokestacks shall not emit a visible smoke except for one 10-minute period each day, when a new fire is being started. During this period, the density of the smoke shall not be darker than No. 2 of the Ringlemann Chart as published by the U.S. Bureau of Mines.
2. No visible or invisible noxious gases, fumes, fly ash, soot or industrial wastes shall be discharged into the atmosphere from any continuous or intermittent operation except such as is common to the normal operations of heating plants or gasoline or diesel engines in cars, trucks or railroad engines.
3. Building materials with high light reflective qualities shall not be used in the construction of buildings in such a manner that reflected sunlight will throw intense glare to areas surrounding the C-3 district.
4. Odors of an intensity greater than that of a faint smell of cinnamon which can be detected by persons traveling the roads bordering the lee side of the C-3 district, when a 10 mph wind or less is blowing, are prohibited.
5. Machines or operations which generate air or ground vibration must be baffled or insulated to eliminate any sensation of sound or vibration outside the C-3 district.

D. Waterfront. It is the intent of this section that:

1. Uses should be oriented primarily to the waterfront and secondarily to the public street to facilitate public access to the waterfront; and

2. Public pedestrian access shall include clearly marked travel pathways from the public street through parking areas to primary building entries.

E. Central Business District. New buildings shall conform to the following design standards:

1. The maximum setback area shall only be improved with pedestrian amenities including but not limited to: landscaping, street furniture, sidewalks, plazas, bicycle racks, and public art.

2. Building facades facing streets shall include:

a. Glass fenestration on 50 percent to 80 percent of the ground floor of the building facade. A window display cabinet, work of art, decorative grille or similar treatment may be used to cover an opening for concealment and to meet this standard on those portions of the ground floor facade where the applicant can demonstrate that the intrusion of natural light is detrimental to the ground floor use. Examples of such uses include, but are not limited to, movie theaters, museums, laboratories, and classrooms.

b. At least two of the following architectural elements:

i. Awnings;

ii. Wall plane modulation at a minimum of three feet for every wall more than 50 feet in length;

iii. Pilasters or columns;

iv. Bays;

v. Balconies or building overhangs; or

vi. Upper story windows (comprising a minimum of 50 percent of the facade).

3. At least one pedestrian, nonservice entrance into the building will be provided on each street frontage or provided at the building corner.

4. Variation of exterior building material between the ground and upper floors of multi-story buildings.

5. All buildings with a flat roof shall use a modulated height parapet wall for wall lengths greater than 50 feet. The modulation of parapet heights is encouraged to identify building entrances.
6. All new buildings that utilize parapet walls shall include a projecting cornice detail to create a prominent edge.
7. Public street and sidewalk improvements are required per Richland Municipal Code to implement approved street cross-sections. Curb cuts are encouraged to be located adjacent to property lines and shared with adjacent properties, via joint access agreement.
8. Service bays, loading areas, refuse dumpsters, kitchen waste receptacles, outdoor storage locations, and rooftop mechanical equipment shall be located away from public rights-of-way via site planning and screened from view with landscaping, solid screening or combination.
9. Alternative Design. In the event that a proposed building and/or site does not meet the literal standards identified in this section, or the maximum setback standards set forth in RMC [23.22.040](#) or the maximum parking standards set forth in RMC [23.22.050](#), a project representative may apply to the Richland planning commission for a deviation from these site design standards. The Richland planning commission shall consider said deviation and may approve any deviation based on its review and a determination that the application meets the following findings:
 - a. That the proposal would result in a development that offers equivalent or superior site design than conformance with the literal standards contained in this section; and
 - b. The proposal addresses all applicable design standards of this section in a manner which fulfills their basic purpose and intent; and
 - c. The proposal is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity. [Ord. 28-05 § 1.02; Ord. 07-06; Ord. 04-09; Ord. 07-10 § 1.01; amended during 2011 recodification; Ord. 32-11 § 4].

23.22.030 Commercial use districts permitted land uses.

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.

B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter [23.46](#) RMC.

C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Agricultural Uses								
Raising Crops, Trees, Vineyards								P
Automotive, Marine and Heavy Equipment								
Automotive Repair – Major				P				
Automotive Repair – Minor		P	P	P	S			
Automotive Repair – Specialty Shop		S	P	P	S			
Automobile Service Station		P ₁	P ₁	P ₁	S ₁			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Auto Part Sales		P	P	P	S			
Boat Building				P				
Bottling Plants				P				P ₂₈
Car Wash – Automatic or Self-Service		P ₂	P ₂	P ₂	S ₂			
Equipment Rentals			P	P				
Farm Equipment and Supplies Sales				P				
Fuel Station/Mini Mart	S	P	P	P	P			
Heavy Equipment Sales and Repair				P				
Manufactured Home Sales Lot				P				
Marinas						P	P	
Marine Equipment Rentals				P		P	P	
Marine Gas Sales						A	A	
Marine Repair				P		P	P	
Towing, Vehicle Impound Lots				S ₃				
Truck Rentals			P	P				
Truck Stop – Diesel Fuel Sales			S	P				
Truck Terminal				P				

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Vehicle Leasing/Renting			P ⁴	P	S ⁴			
Vehicle Sales			P ⁴	P	S ⁴			
Warehousing, Wholesale Use				P				
Business and Personal Services								
Animal Shelter				S ⁵				
Automatic Teller Machines	P	P	P	P	P	P		P
Commercial Kennel				P ⁵				
Contractors' Offices		P	P	P	P			
Funeral Establishments			P	P				
General Service Businesses	A	P	P	P	P	P		
Health/Fitness Facility	A	P	P	P	P	A	P	
Health/Fitness Center			P	P	P		P	
Health Spa		P	P	P	P	P		P
Hospital/Clinic – Large Animal				S ⁵				
Hospital/Clinic – Small Animal			S ⁵	P ⁵	P			
Laundry/Dry Cleaning, Com.				P	P ²⁹			
Laundry/Dry Cleaning, Neighborhood		P	P	P	P			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Laundry/Dry Cleaning, Retail	P	P	P	P	P	P		
Laundry – Self-Service		P	P	P	P			
Mini-Warehouse				P ₆				
Mailing Service	P	P	P	P	P	P		
Personal Loan Business	P	P	P	P	P			
Personal Services Businesses	A	P	P	P	P	P		
Photo Processing, Copying and Printing Services	P	P	P	P	P	P		
Telemarketing Services	P		P	P	P			
Video Rental Store		P	P	P	P	P		P
Food Service								
Cafeterias	A		A	A	A	A	A	
Delicatessen	P	P	P	P	P	P	P	P
Drinking Establishments		P ₇	P	P	P	P	P	P
Micro-Brewery			P	P	P	P	P	P
Portable Food Vendors ²⁶	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁸
Restaurants/Drive-Through		S ₈	P ₈	P ₈	S _{8, 9}	S _{8, 9}		
Restaurants/Lounge		P ₇	P	P	P	P	P	P

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Public Campgrounds				S			S	
Public Parks	P	P	P	P	P		P	P
Schools	P ₁₂	P ₁₂	P ₁₂	P ₁₂	P ₁₂	P ₁₂		
Schools, Alternative	P ₁₃	P ₁₃	P ₁₃	P ₁₃	P ₁₃			
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P	P	P	P	P	P	P
Trail Head Facilities	P	P	P	P	P	P	P	P
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P	P	P	P	P	P	P
Recreational Uses								
Art Galleries			P	P	P	P	P	P
Arcades		P	P	P	P	P	P	
Boat Mooring Facilities						P	P	
Cinema, Indoor			P	P	P	P	P	
Cinema, Drive-In			P	P				
Commercial Recreation, Indoor		S ₇	P	P	P	P	P	
Commercial Recreation, Outdoor			P	P		P	P	

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
House Banked Card Rooms				P ₁₄	P ₁₄	P ₁₄	P ₁₄	
Recreational Vehicle Campgrounds				S ₁₅			S ₁₅	
Recreational Vehicle Parks				S ₁₆			S ₁₆	
Stable, Public				S ₁₇				
Theater		P ₇	P	P	P	P	P	P
Residential Uses								
Accessory Dwelling Unit		A	A	A	A	A		A
Apartment, Condominium (3 or more units)	P		P ₁₈		P	P		
Assisted Living Facility	P		P		P ₁₈	P		
Bed and Breakfast	P	P	P	P	P	P	P	P
Day Care Center	P ₁₉	P ₁₉	P ₁₉	P ₁₉	P ₁₉	P ₁₉		
Dormitories, Fraternities, and Sororities	P				P	P		
Dwelling, One-Family Attached						P ₂₅		
Dwelling, Two-Family Detached						P		
Dwelling Units for a Resident Watchman or Custodian				A				P ₂₈
Family Day Care Home	P ₁₉					P ₁₉		
Houseboats						P	P	

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Hotels or Motels	P		P	P	P	P	P	P
Nursing or Rest Home	P		P		P ₁₈	P		
Recreational Club	A				A	A		
Senior Housing	P				P ₁₈	P		
Temporary Residence	P ₂₀	P ₂₀	P ₂₀	P ₂₀	P ₂₀	P ₂₀		P
Retail Uses								
Adult Use Establishments				P ₂₁				
Apparel and Accessory Stores		P	P	P	P	P		P
Auto Parts Supply Store		P	P	P	P			
Books, Stationery and Art Supply Stores	A	P	P	P	P	P		P
Building, Hardware, Garden Supply Stores		P	P	P	P			
Department Store			P	P	P			
Drug Store/Pharmacy	A	P/S ²²	P	P	P	P		
Electronic Equipment Stores		P	P	P	P	P		
Food Stores		P	P	P	P	P		
Florist		P	P	P	P	P		P
Furniture, Home Furnishings and Appliance Stores		P	P	P	P			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Landscaping Material Sales			A	P				
Lumberyards				P				
Nursery, Plant				P				P
Office Supply Store	A	P	P	P	P	P		
Outdoor Sales				P				
Parking Lot or Structure	P	P	P	P	A	P		P
Pawn Shop				P				
Pet Shop and Pet Supply Stores		P	P	P	P			
Retail Hay, Grain and Feed Stores				P				
Secondhand Store			P	P	P	P		
Specialty Retail Stores		P	P	P	P	P		P
Miscellaneous Uses								
Bus Station				P	P			
Bus Terminal				P	P			
Bus Transfer Station	P		P	P	P		P	
Cemetery	P		P	P				
Community Festivals and Street Fairs	P	P	P	P	P	P	P	P

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Convention Center	P		P	P	P	P	P	
Micro- and Macro-Antennas	P	P	P	P	P	P	P	P
Monopole			S ²³	P/S ²³	S ²³			
On-Site Hazardous Waste Treatment and Storage	A	A	A	A	A	A	A	A
Outdoor Storage		A ²⁴	A ²⁴	P ²⁴				
Storage in an Enclosed Building	A	A	A	A	A	A	A	A ²⁸

1. RMC [23.42.280](#)
2. RMC [23.42.270](#)
3. RMC [23.42.320](#)
4. RMC [23.42.330](#)
5. RMC [23.42.040](#)
6. RMC [23.42.170](#)
7. RMC [23.42.053](#)
8. RMC [23.42.047](#)
9. RMC [23.42.055](#)
10. RMC [23.42.050](#)
11. RMC [23.42.200](#)
12. RMC [23.42.250](#)
13. RMC [23.42.260](#)
14. RMC [23.42.100](#)
15. RMC [23.42.230](#)
16. RMC [23.42.220](#)
17. RMC [23.42.190](#)
18. Use permitted on upper stories of multi-story buildings, if main floor is used for commercial or office uses.
19. RMC [23.42.080](#)
20. RMC [23.42.110](#)
21. RMC [23.42.030](#)
22. Use permitted, requires special use permit with drive-through window.
23. Chapter [23.62](#) RMC
24. RMC [23.42.180](#)
25. RMC [23.18.025](#)
26. See definition, RMC [23.06.780](#)
27. RMC [23.42.185](#)
28. Activities permitted only when directly related to and/or conducted in support of winery operations.
29. Within the central business district (CBD), existing commercial laundry/dry cleaning uses, established and operating at the time the CBD district was established, are allowed as a permitted use. All use of the land and/or buildings necessary and incidental to that of the commercial laundry/dry cleaning use, and existing at the effective date of the CBD district, may be continued. Commercial laundry/dry cleaning uses not established and operating at the time the CBD district was established are prohibited.

23.22.040 Site requirements and development standards for commercial use districts.



In the following chart, development standards are listed on the vertical axis. Zoning districts are listed on the horizontal axis. The number appearing in the box at the intersection of the column and row represents the dimensional standard that applies to that zoning district.

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Area	None	None	None	None	None	None	None	None
Maximum Density – Multifamily Dwellings (units/square feet)	1:1,500	N/A	N/A	N/A	None	1:1,500	N/A	N/A
Minimum Lot Width – One- Family Attached Dwellings	N/A	N/A	N/A	N/A	N/A	30 feet	N/A	N/A
Minimum Front Yard Setback ¹⁴	20 feet	45 feet ¹	0 feet ²	0 feet ²	CBD, Parkway, Uptown Districts: 0 feet min. – 20 feet max. ^{3, 11, 13} Medical District: 0 feet min.	Note 4,5	Note 4	20 feet
Minimum Side Yard Setback	0 feet ⁶	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,9}	0 feet	0 feet ^{6,8}
Minimum Rear Yard Setback	0 feet ^{6,8}	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,8,10}	0 feet	0 feet ^{6,8}
Maximum Building Height ¹⁴	55 feet	30 feet	80 feet	80 feet	CBD – 110 feet Medical – 140 feet Parkway – 50 feet Uptown – 50 feet	35/55 feet ¹²	35/55 feet ¹²	35 feet

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basements)	500 feet	N/A	N/A	N/A	500 feet	500 feet	N/A	N/A

1. Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.
2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.
3. Unless a greater setback is required by Chapter [12.11](#) RMC, Intersection Sight Distance.
4. Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.
5. In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC [23.18.040](#).
6. In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:
 - a. Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.
 - b. Buildings that are within 50 feet of any property that is zoned for single-family residential use in commercial limited business (C-LB) and the commercial winery (CW) districts and buildings that are within 50 feet of any property that is zoned for and currently developed with a single-family residential

use in the central business district (CBD) (as defined in footnote (6)(a)) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the C-LB, CW and CBD zoning districts, respectively.

c. A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use, or currently zoned for and developed with a single-family residential use in the CBD district. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC [23.54.140](#).

d. In the C-LB and CW districts, a 20-foot setback shall be provided for any side yard that adjoins a street.

7. Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 15-foot setback. Lots adjoining a street shall maintain a minimum 20-foot setback. Required side or rear yards shall be landscaped or covered with a hard surface, or a combination of both. No accessory buildings or structures shall be located in such yards unless otherwise permitted by this title.

8. No minimum required, except parking shall be set back a minimum of five feet to accommodate required landscape screening as required under RMC [23.54.140](#).

9. Side Yard. No minimum, except parking shall be set back a minimum of five feet, and buildings used exclusively for residences shall maintain at least one foot of side yard for each three feet or portion thereof of building height. Side yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.

10. No minimum, except parking shall be set back a minimum of five feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.

11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services

located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC [23.22.020](#)(E)(9).

12. All buildings that are located in both the waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland shoreline master program (RMC Title [26](#)). Buildings in the WF district that are not subject to the Richland shoreline master program shall not exceed a height of 35 feet; unless the planning commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier.

13. Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.

14. The medical, uptown and parkway districts of the CBD zoning district are established as shown by Plates 23.22.040(1), (2) and (3).

PLATE NO. 1 - 23.22.040

PLATE 1



CBD - MEDICAL DISTRICT

PLATE NO. 2 - 23.22.040

PLATE 2



CBD - UPTOWN DISTRICT

PLATE NO. 3 - 23.22.040

PLATE 3



CBD - THE PARKWAY DISTRICT

23.22.050 Parking standards for commercial use districts.

A. Off-street parking space shall be provided in all commercial zones in compliance with the requirements of Chapter [23.54](#) RMC.

B. Central Business District Off-Street Parking. All uses have a responsibility to provide parking. The parking responsibility for any new use or change in use shall be determined in accordance with the requirements of Chapter [23.54](#) RMC. The maximum number of parking spaces provided on site shall not exceed 125 percent of the minimum required parking as specified in Chapter [23.54](#) RMC; provided, that any number of parking spaces beyond the established maximum may be approved by the planning commission subject to RMC [23.22.020](#)(E)(9) (Alternative Design).

1. The off-street parking requirement may be reduced as follows:

a. The planning commission may reduce the parking responsibility as provided by RMC [23.54.080](#), joint use; and/or

b. Within a 600-foot radius of the property, and within the CBD zoning district, a 25 percent credit will be provided for each on-street parking space and/or for each off-street parking space located in a city-owned public parking lot. The allowed combined reduction in required off-street parking shall not exceed 50 percent of the overall off-street parking requirement (including any reductions contained in RMC [23.54.080](#)).

Example: one off-street space will be credited if four on-street spaces are located within 600 feet of the property. Parking space dimensions are found in RMC [23.54.120](#). Only those streets designated for on-street parking shall be considered for the credit. Curb cuts, driveways, hydrant frontages, and similar restricted parking areas shall be excluded from the calculation.

2. Any parking lot that has frontage on a public street or accessway shall be screened with a combination of trees planted at no less than 30 feet on center and shrubs planted to form a uniform hedge within five years. A masonry wall not lower than 18 inches and not higher than 36 inches may be substituted for the shrubs. The landscaping and masonry wall, if used, shall be at no greater setback than the maximum setback for a front or street side (RMC [23.22.040](#)). Masonry walls are subject to the performance standards found in RMC [23.22.020](#)(E), and must be granted approval by the public works director for compliance with vision clearance requirements for traffic safety before installation.

23.42.053 Drinking establishments, lounges and restaurants.

Drinking establishments, restaurants with lounges, restaurants with entertainment and indoor commercial recreation facilities, when permitted in a C-1 neighborhood retail district shall comply with the following requirements:

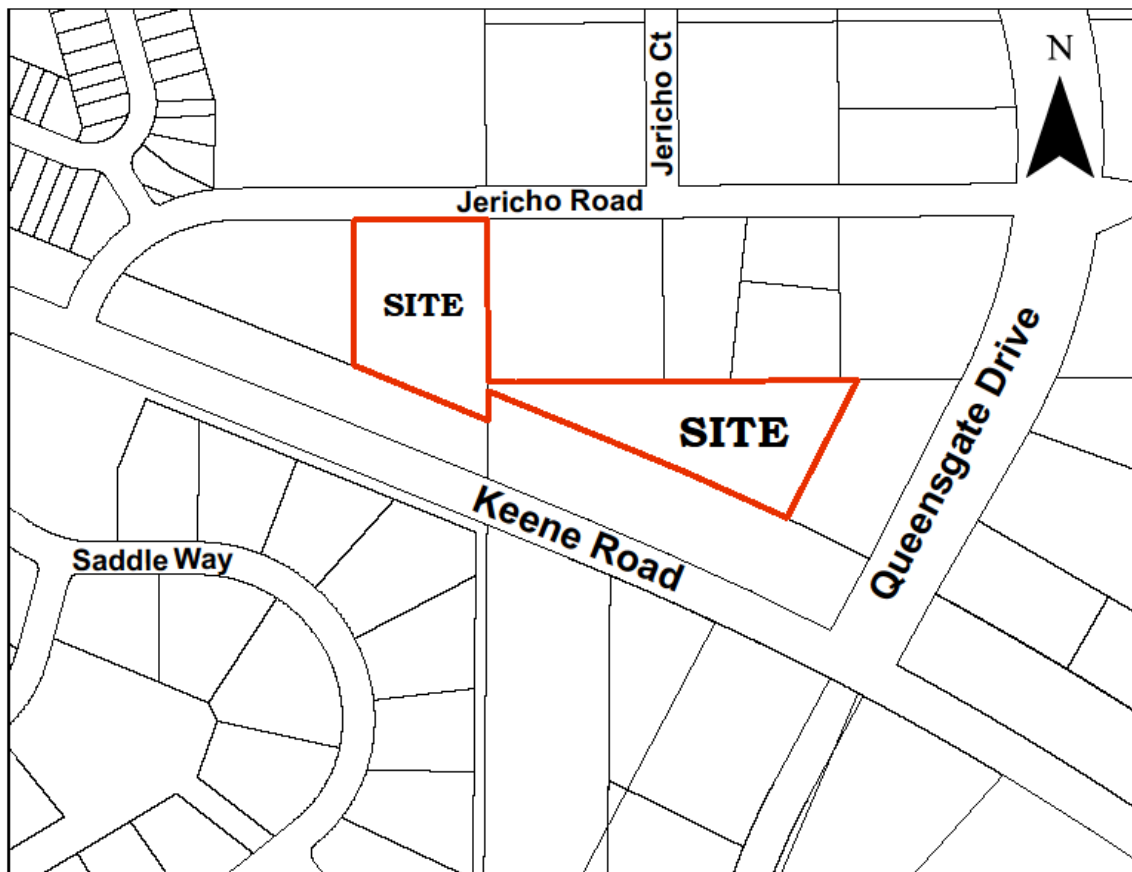
- A. The gross floor area of the building containing the use shall not exceed 5,000 square feet in area;
- B. Businesses shall not operate past 11:00 p.m.;
- C. Customer seating shall be provided only within the confines of the building, unless:
 - 1. Outdoor seating areas are screened from view with fencing or landscaping or a combination thereof;
 - 2. Any outdoor seating area shall be located at least 150 feet from the nearest property zoned for single-family residential use. (Single-family residential zones include R-1-12, R-1-10, R-2, R-2S or any residential planned unit development that is comprised of single-family detached dwellings.)

**CITY OF RICHLAND
NOTICE OF APPLICATION & PUBLIC HEARING
(Z2017-106 & Z2017-107)**

Notice is hereby given that Greg Markel & Jeff Werner have applied to rezone a 3.9 acre site generally located north of Keene Road, south of Jericho Road and west of Queensgate Drive, from C-1 (Neighborhood Retail) to C-3 (General Business).

A public hearing on the proposed rezone will be held before the Hearing Examiner on Thursday, **January 25, 2018** at 6:00 pm in the Council Chambers, 505 Swift Blvd., Richland WA 99352.

Any person desiring more information, to express views or to be notified of any decisions pertaining to these application should notify Shane O'Neill, Senior Planner, 505 Swift Blvd, MS35, Richland, WA 99352. Ph. 509-942-7587, soneill@ci.richland.wa.us.



AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Shane O'Neill**, who, being first duly sworn upon oath deposes and says:

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

2. On the 28th day of December, 2017, I posted the attached NOTICE OF PUBLIC HEARING, File Number's Z2017-106 & Z2017-107 at the following location:

The southeast corner of parcel # 1-22983012302003, located approximately 235 feet north of the intersection of Queensgate Drive and Keene Road.



Print Name: Shane O'Neill

SIGNED AND SWORN to before me this 29th day of December, 2017 by SHANE O'NEILL.



Signature of Notary



Printed Name

Notary Public in and for the State of Washington,

Residing in Richland, WA

My appointment expires: 7-7-18

AFFIDAVIT OF MAILING

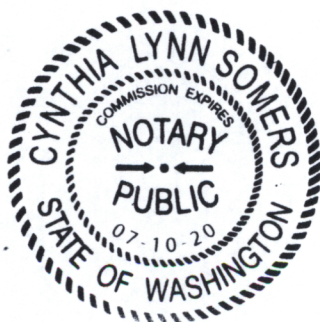
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, Kathy Anderson, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning & Development Department for the City of Richland.
2. On the 29th day of December, 2017, I mailed a copy of the attached NOTICE APPLICATION AND PUBLIC HEARING to the attached list of individuals via regular USPS on the date indicated above. The Notice is regarding an application to rezone a 3.9 acre site from C1 (Neighborhood Retail) to C-3 (General Business).

Kathy L. Anderson
Signed Name: Kathy Anderson

SIGNED AND SWORN to before me this 2nd day of January, 2018 by Kathy Anderson.



Cynthia Lynn Somers
Notary Public in and for the State of Washington,
Residing at Kennewick WA
My appointment expires: July 10, 2020
Cynthia Lynn Somers
Printed Name

Looking North



Looking East



Looking South



Looking West





HEARING EXAMINER AGENDA ITEM COVERSHEET

Meeting Date: 01/25/2018

Agenda Category: New Business – Public Hearing

Prepared By: Shane O'Neill, Senior Planner

Subject:

S2017-105 - Preliminary Plat for West Vineyard Phase 2

Department:

Community & Development Services

Recommended Motion:

Approval subject to the conditions contained in the Technical Advisory Committee report.

Summary:

A preliminary plat to sub-divide 23.62 acres into 46 residential lots.

Attachments:

1. Staff Report S2017-105

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

GENERAL INFORMATION:

PROPOSAL NAME: West Vineyard Phase 2 - Preliminary Plat

LOCATION: Southeast of the intersection of Ava Way and Bellaview Avenue within the Badger Mountain South Sub-Area

APPLICANT: Nor Am Investment, LLC

FILE NO.: S2017-105

DESCRIPTION: Request to subdivide 23.62 acres into 46 residential lots allowing for the development of single family and multi-family homes

PROJECT TYPE: Type III Preliminary Plat

HEARING DATE: January 25, 2018

REPORT BY: Shane O'Neill, Senior Planner

RECOMMENDED ACTION: Approval subject to completion of proposed conditions

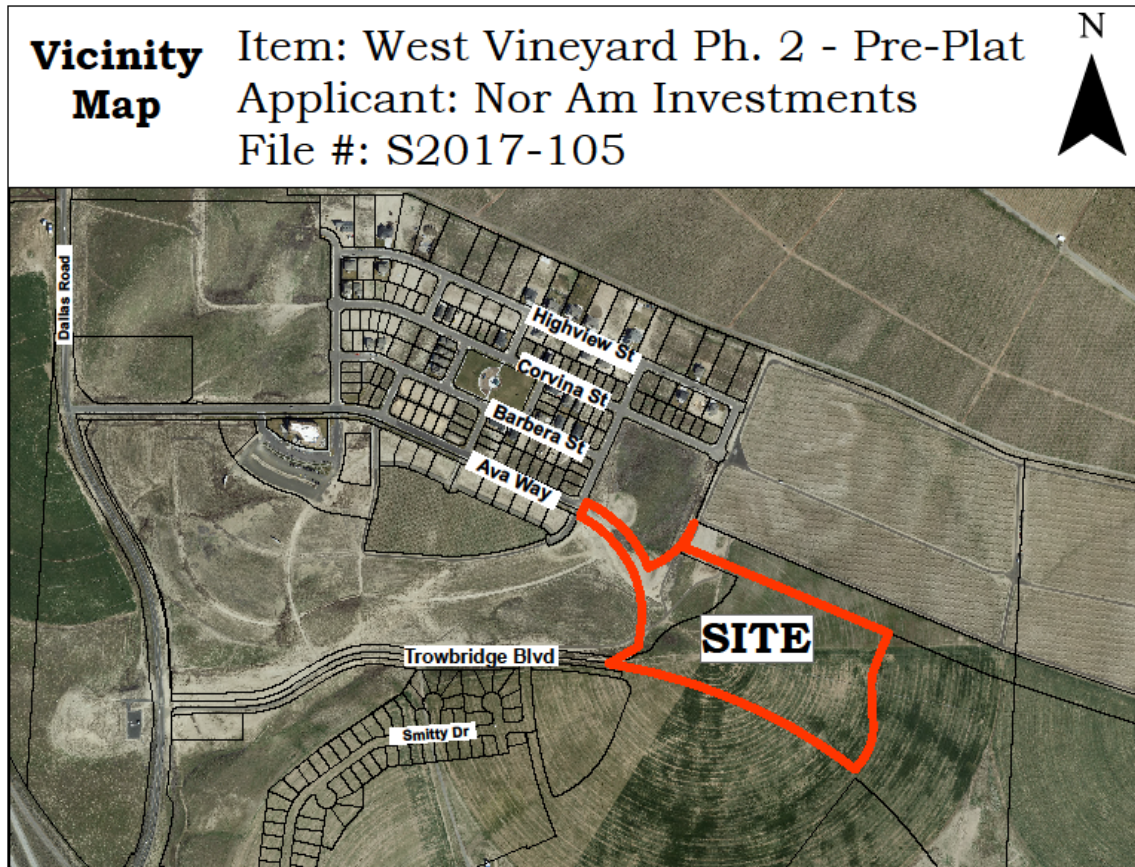


Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

Nor Am Investments LLC has filed a preliminary plat application (Exhibit 1) to divide approximately 23.6 acres into 46 residential lots with an average lot area of 14,099 square feet (0.32 acres), known as the plat of West Vineyard Phase 2. All lots are planned to be served by direct access to public roadways dedicated by way of platting (see Exhibit 2- plat map).

Located within that area of Richland known as Badger Mountain South, this plat site lies at the east end of Trowbridge Boulevard and approximately 500 feet east of the paved terminus of Ava Way. Describing the broader locational context, the Badger Mountain South area (Exhibit 7 – LUDR Map) appears as an appendage of the Richland City Limits boundary generally in the southwest sector of the City which, as the name implies, is on the south side of Badger Mountain. As the subject of a master planned community, the plat of West Village 2 benefits from previous planning efforts aiming to streamline the platting process and environmental review procedures discussed further in this report.

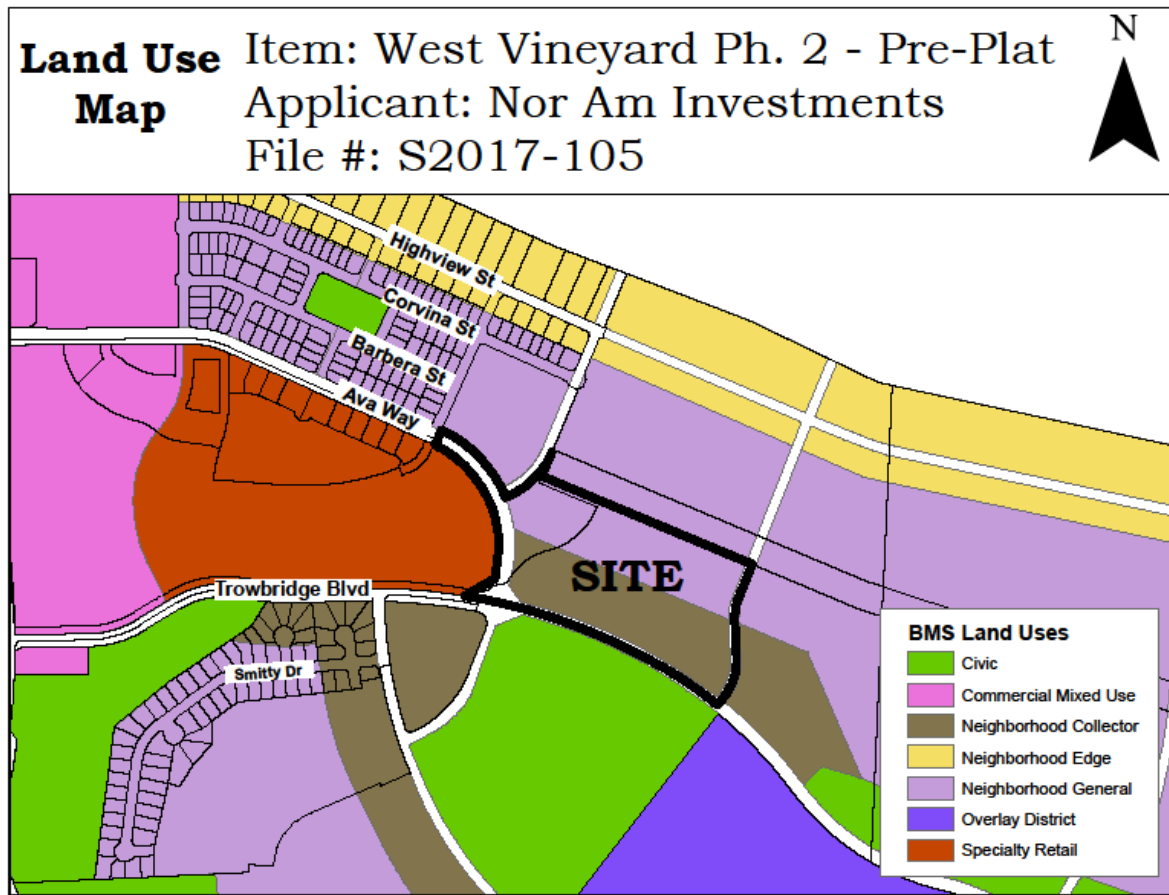


Figure 2 – Comprehensive Plan Map

COMPREHENSIVE PLAN

The subject property is part of the Badger Mountain South Subarea Plan, which was developed in 2010. The plan calls for the development of a master planned community known as Badger Mountain South that is intended to be a mixed use, walkable and sustainable community of up to 5,000 dwelling units. The plan calls for small lot residential development with some multi-family, commercial and office uses with generous open spaces and extensive pedestrian trails. In recognition of the intended unique character of the master planned area, the City worked with Nor Am Investment, LLC to adopt a set of development regulations that specifically apply to the Badger Mountain South Subarea Plan known as the Land Use and Development Regulations (LUDR) (Exhibit X). The City also adopted a Planned Action Ordinance (Exhibit X RMC 19.50.030) for the subarea based on a supplemental environmental impact statement that was prepared for the master planned community.

LUDR PROVISIONS

The subject property and the adjacent properties to the south, east and north are included in the Badger Mountain South Subarea plan and LUDR regulations. The proposed plat includes land within the following districts as described in Section 2.A of the LUDR:

Neighborhood Collector (BMS-NC): The Neighborhood Collector District allows a variety of multi-family attached housing options as well as smaller scale commercial and mixed uses.

Neighborhood General (BMS-NG): The Neighborhood General District makes up the largest area of Badger Mountain South. This District allows single-family detached residential with a mix of smaller scale attached housing options.

2.B REGULATING PLAN FOR LAND USE AND URBAN FORM

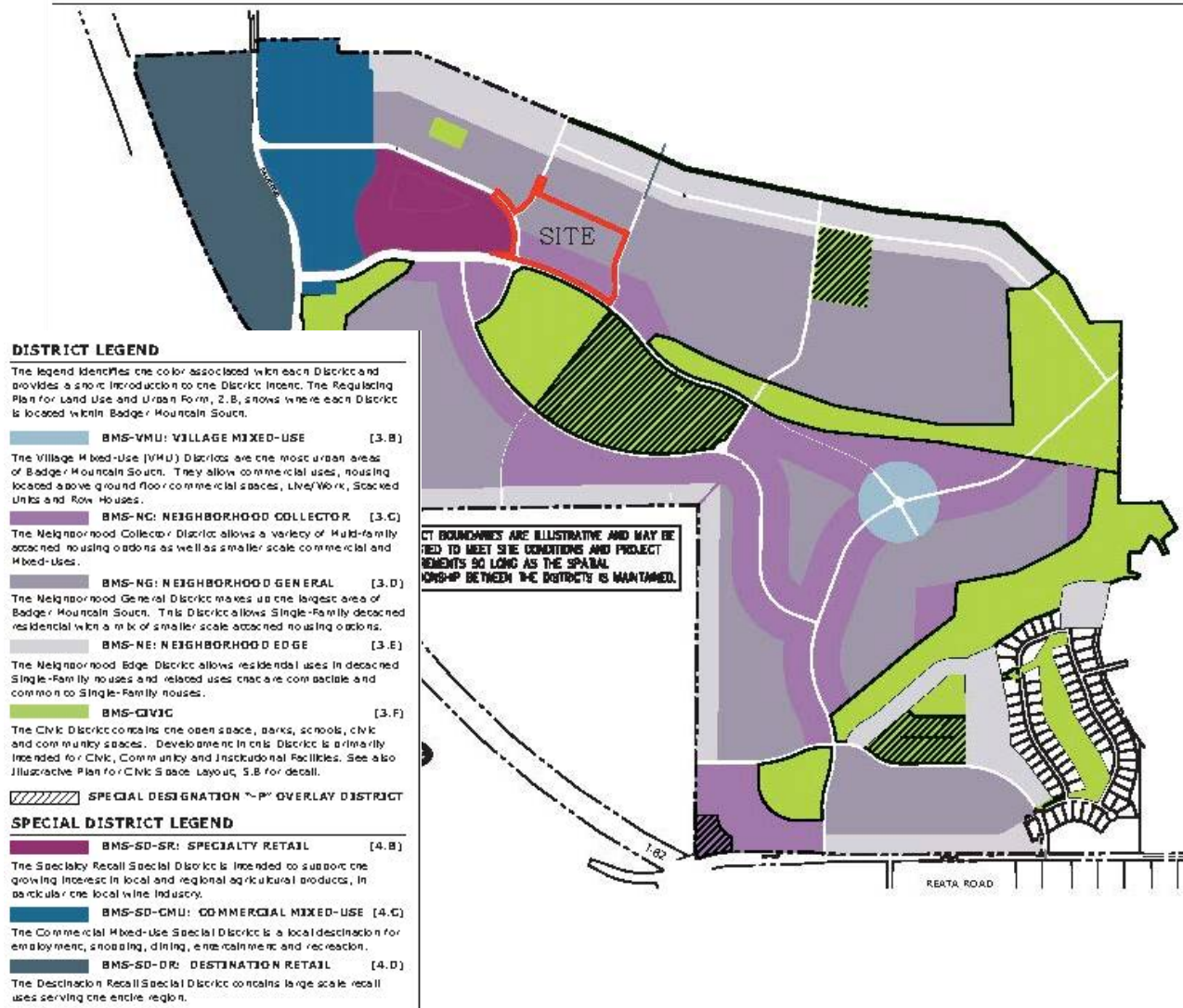


Figure 3 – Regulating Plan for Land Use and Urban Form

Single-family residential uses are permitted in the Neighborhood Collector and Neighborhood General Districts. Both the Neighborhood Collector and Neighborhood General districts allow multi-family residential uses. Further, the Neighborhood Collector districts allows for some retail and service uses.

Dimensional Standards

The following dimensional standards apply to single family residences:

Standard	BMS-NG	BMS-NC
Minimum Front Yard Setback	10 ft.	10 ft.
Maximum Front Yard Setback	20 ft.	20 ft.
Rear Yard	15 ft.	15 ft.
Side Yard	5 ft.	5 ft.
Side Street Setback	10 ft.	10 ft.
Maximum Building Height	30 ft.	35 ft.
Parking Requirements	1 space/unit	1 space/unit

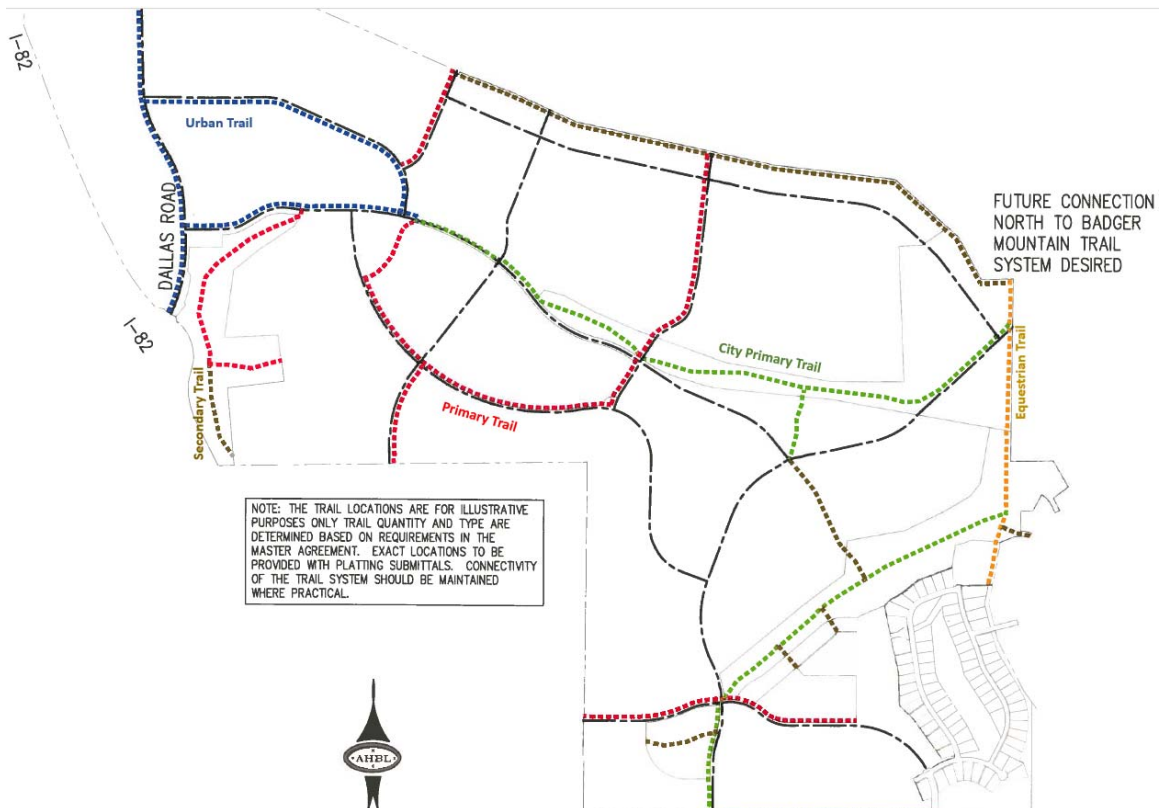


Figure 4 – Trail Layout Plan

Trail Standards

The LUDR identifies a system of pedestrian trails throughout the master planned area. The 950-foot trail segment located along the proposed extension of Ava Way is designated as Urban Trail. The design standards for primary trails (refer to Section 5.1 of the LUDR) requires a 12 foot wide concrete or asphalt surface. Constructing this new segment of urban trail fulfills the plat's green infrastructure obligations. The improvement schedule is outlined in Exhibit D of the master agreement.

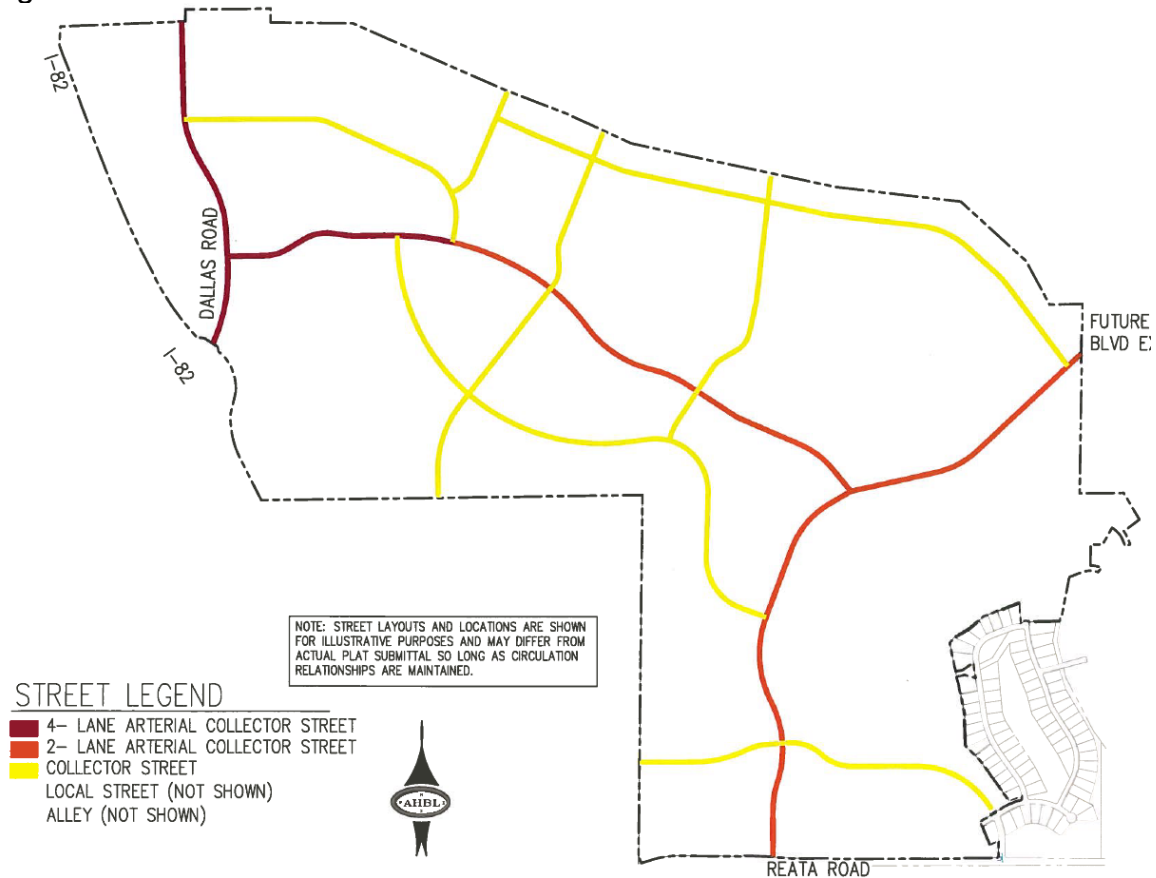


Figure 5 – Regulating Plan for Streets

Street Standards

Trowbridge Boulevard, the primary entrance into the community, extends from Dallas Road to the south boundary of the project site. Trowbridge Boulevard is planned to be a 2 lane arterial collector street along the south boundary of West Vineyard 2. Development of this arterial collector street requires extension of an urban trail, however, the current trail alignment places the trail extension on the south side of Trowbridge Boulevard which lies outside of the plat boundary. If the developer decides not to build the urban trail with West Vineyard 2 trail construction would likely be linked to development of the adjacent park.

Proposed roads A and B are classified as local streets, comprised of 31 feet of paved surface, with curbs, gutters, sidewalks and landscape strips.. The extension of Ava Way along the westerly boundary of the plat is designated as a collector street, comprised of 35 feet of paved surface, with curbs, gutters, sidewalks, landscape strips and a 12-foot-wide segment of urban (paved) trail. Road C is designated as a collector street comprised of 35-feet of paved driving surface, curbs, gutters, sidewalks and landscaping planter strips on both sides. For roadway construction standards refer to Section 6.F of the LUDR and Sheet 2 of the plat (Exhibit 2)

Block Standards

Section 7.B of the LUDR establishes requirements for the configuration of blocks. This section of the LUDR restricts block length from exceeding 1,000 feet. The plat map together with the MACR (pg 2) indicate the block lying between Road A and Road B is approximately 1,102 feet long. Staff sees this excess in length as an opportunity to provide a mid-block pedestrian walkway secured by way of a tract on the plat. Staff is conditioning subsequent final plat(s) to provide a ten-foot mid-block pedestrian pathway connecting Roads A & B to be established as a tract dedicated to the City (Exhibit 12, condition #?).

Pursuant to the LUDR Section 7.A(5)(a) each block within both the Neighborhood Collector (NC) and Neighborhood General (NG) Districts is required to provide a minimum of two housing types. Section 8.B lists the housing types that are permitted within each district. Building types that are permitted and that meet minimum lot width standards for the lots proposed in the plat include single family house – street access, single family house – alley access (NA), cottage court, paired house (duplex), mansion apartment, row house/town house, stacked unit building and a live-work building. However, the applicant proposes that only single-family homes will be allowed in West Vineyard Phase 2. Pursuant to LUDR Section 1.G(5) staff is conditioning that subsequent final plats for West Vineyard Phase 2 shall note the allowed land uses (e.g. building types) for each lot (Exhibit 12, condition #?).

Density Requirements

Chapter 7.C of the LUDR establishes density targets for each of the neighborhoods within the Badger Mountain South community. The West Vineyard neighborhood sets a target of a minimum of 430 units and a maximum of 510 units. At least 10% of the areas designated as Neighborhood Collector shall be used as multi-family or commercial space. Exhibit D (page D-2 of Badger Mountain South Master Agreement- Exhibit 9) estimates that the West Vineyard neighborhood will include approximately 900 units. The project will result in 46 residential units if restricted to single-family residential development.

The applicant has not identified any specific lots in the proposed plat intended for building types other than single family housing to fulfill the requirements of section 7.C of the LUDR. (Refer to Exhibit 4 - MACR.) Although the MACR indicates lots will only be developed with single-family homes, this is not binding as the LUDR allows for a variety of development styles mentioned above unless the final plat(s) notes otherwise. Pursuant to the LUDR Section 1.G(5), final plats must identify housing types allowed on each lot. Section 7.C of the LUDR contains a note stating that a minimum of 10% of the Neighborhood Collector (NC) zone shall be designed for use as multi-family or commercial space. Ample land area assigned Neighborhood Collector zoning remains un-platted at this time which can be used to meet the aforementioned multi-family use target in the future.

Procedural Requirements

Section 1H of the LUDR requires that a master agreement consistency determination be issued by the Planning Manager for any development proposal located within the Badger Mountain South master planned community. This determination is made after consultation with the Badger Mountain South Master Plan Administrator. The applicants have provided a Master Agreement Consistency Recommendation (Exhibit 4). Staff has reviewed and accepted this recommendation and has issued a Master Agreement Consistency Determination (Exhibit 6).

SITE DESCRIPTION & ADJACENT LAND USES

The site consists of gently rolling hills that were previously but are not presently under agricultural production. No existing development immediately abuts the subject property.

Previously used for agriculture, the site is currently devoid of significant vegetation. As depicted in the site photos taken by city staff (Exhibit 13) in December of 2017, the site is covered with short grass and a few non-woody weedy plant species. The site contains no trees or other woody plant species including sagebrush.

All immediately adjacent properties surrounding the subject site are currently vacant. Land to the north is planted with a vineyard for agricultural production.

CRITERIA FOR PRELIMINARY PLAT APPROVAL

Section 24.12.053 of the RMC sets forth the criteria that must be met before a preliminary plat application can be approved. It states:

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

- A. The preliminary plat conforms to the requirements of this title (Title 24 Plats and Subdivisions);

- B. Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;
- C. The public use and interest will be served by the platting of such subdivision and dedication; and
- D. The application is consistent with the requirements of RMC 19.60.095

RMC Section 24.12.050 designates the Hearing Examiner as the hearing body responsible for conducting the review of preliminary plat applications.

PUBLIC NOTICE

Application Date:	December 1, 2017
Notice of Hearing Mailed:	December 29, 2017
Notice of Hearing Posted:	December 20, 2017
Notice of Hearing Published:	January 7, 2018
Public Hearing:	January 25, 2018

A combined notice of application, public hearing and SEPA determination was provided by mailing notices to property owners within 300 feet. Public hearing notices were distributed through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 3.

In response to public noticing, on January 17th staff received two public comment letters included herein as Exhibit 15.

UTILITY AVAILABILITY

The project would be served by City domestic water, sewer and electrical power services. Utilities will serve the plat by way of extension from within Ava Way right-of-way. Site specific development conditions contained in the attached TAC report (Exhibit 12) address extension of off-site utilities to the site and construction private on-site utilities.

TRANSPORTATION

Access to the project would be provided through the construction of an extension of Trowbridge Boulevard, which would extend east from Dallas Road and then tie into the interior road system that would serve the plat. Under the provisions of the master plan (6.B), Trowbridge Boulevard is a four lane arterial street east of Dallas Road but the streets map (pg. 6 of this report) plans for Trowbridge to transition into a 2-lane arterial where it intersects with Ava Way. This means Trowbridge Blvd. will be a 2-lane arterial where adjacent to the plat of West

Vineyard 2. Because the south boundary of the proposed plat aligns with the centerline of Trowbridge Blvd. it is implied that only half of the Trowbridge road section will be constructed with this plat.

The plat proposes streets that will connect to the existing West Vineyards residential plat to the west and with future divisions of West Vineyards to the north.

Pedestrian access throughout the subdivision would be provided by sidewalks that would parallel the street system plus an urban pedestrian trail within the green space tract along the western boundary of the plat, Ava Way, will be developed with an urban pedestrian trail to fulfill green infrastructure obligations. Condition #49 of the TAC report (Exhibit 12) requires any subsequent final plat(s) to provide a ten (10) foot-wide mid-block pedestrian walkway dedicated to the City connecting Road 'A' & 'B' which would facilitate enhanced ease of pedestrian access through the plat.

SEPA

A Supplemental Final Environmental Impact Statement was completed for this site at the time that the City adopted a subarea plan for the Badger Mountain South area in 2010. The property was annexed at that time and the City adopted a Planned Action Ordinance (Exhibit 10) for the Badger Mountain master planned community. The effect of the Planned Action Ordinance is that standard SEPA review is not required, provided that any project proposed within the boundaries of the master planned community is consistent with the master plan and that the mitigation measures identified in the adopted SEPA documents and documented via a modified checklist (refer to Exhibit 4). Projects that are determined to be consistent with the subarea plan, the master agreement between the City and Nor Am Investment and the mitigation measures enumerated in the adopted SEPA documents are issued a Planned Action Consistency Determination (refer to Exhibit 6).

AGENCY COMMENTS

A variety of public agencies and City departments were given an opportunity to comment on the proposal. Comments from the Richland Public Works and Energy Services Departments have been incorporated into the TAC Report (Exhibit 12).

Richland Energy Services commented that 10' utility easements are needed on all lots adjacent to public ROW's, in addition to the existing easements shown.

At the time this report was written city staff received no response from the State Department of Ecology nor from other non-municipal agencies.

PUBLIC COMMENTS

Owners of all properties within 300-feet of the plat site were directly notified of the project by way of USPS mailing. At the time this report was prepared city staff had received two public comment letters regarding the proposed plat incorporated into this report as Exhibit 11.

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

City staff has prepared a list of recommended conditions for the application contained in the Technical Advisory Committee (TAC) Report (Exhibit 12).

ANALYSIS

The criteria approval of a preliminary plat application (RMC 24.12.053) are reprinted here, with a summary of how the application complies with the standard:

A. The preliminary plat conforms to the requirements of this title (RMC Title 24);
The City's subdivision regulations set forth specific requirements for the filing of an application, how notice of the application is to be provided and requires that the Hearing Examiner conduct a public hearing and make recommendation to the City Council. These steps have been followed to date.

Section 24.04.060 of the RMC specifies that when the City enters into a development agreement governing the development of a master planned community of over 1,000 acres, the provisions of the agreement supersede the provisions of the City's subdivision regulations. In this case, the Badger Mountain South LUDR takes precedence over the standards contained in the subdivision regulations. The LUDR also imposes a requirement that the City issue a Master Agreement Consistency Determination (MACD) (Exhibit 6), which has been completed and which demonstrates that the project is consistent with the provisions of the LUDR.

Some of the LUDR provisions would be addressed at the time that homes are built on the future lots. Notice of these LUDR requirements could be provided through notes on the final plat document, which would inform future lot purchasers that homes constructed within the plat would have to be provided with fire sprinkler systems; that home builders would be subject to park mitigation fees; and that future construction would have to meet the sustainability standards contained in Section 12 of the LUDR and with the design requirements established within Sections 3 and 8 of the LUDR.

B. Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant

facets, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;

- The proposed plat includes provisions for open space through the proposed creation of a 0.58-acre green space tract (Tract B) together with the 0.02-acre opens space tract (Tract A).
- The plat includes a plan for grading and drainage. The provisions of the planned action for Badger Mountain South require that Department of Ecology Stormwater Management Manual for Eastern Washington be used in the design of drainage plans.
- The proposed street system would provide access from Trowbridge Boulevard, a 2-lane arterial street that is intended to be the primary access point into the Badger Mountain South community. The collector street, Ava Way, would extend from the west the site where it intersects proposed Road 'A'; eventually connecting to Trowbridge Blvd. All streets within the project would be public streets built to the standards identified in the LUDR.
- The site is located within the Ben Franklin Transit service area, but no bus service is provided to the neighborhood currently. The transit service was given an opportunity to comment on the preliminary plat proposal but did not provide any comments to the City.
- The plat would be served by City domestic water. Capacity is available within the City's system to provide for both domestic water and fire flow needs.
- The plat would be served by Badger Mountain Irrigation District. The district currently provides water to the agricultural uses on-site. Conversion of the property from agricultural to residential uses would not result in an increase in the amount of irrigation water usage.
- The plat would be served by City sewer. The City system has capacity to serve the proposed development.
- The plat would be served by City electrical energy. The City system has adequate capacity to serve the project.
- The plat includes provisions for recreation in the form of setting aside a 0.58 acre green space tract that will be developed with an urban pedestrian trail. All roadways within the plat will be developed with sidewalks built to city standards. A contiguous sidewalk network throughout the Badger Mountain South area will contribute to recreational opportunities for residents. The LUDR regulations call for the payment of a parks mitigation fee for each dwelling unit constructed within the plat. Additionally, page 5 of the Master Agreement Consistency Recommendation (MACR) (Exhibit 4) specifies a schedule for green infrastructure improvements which would result in the construction of 950 lineal feet of urban trail.
- The project provides for walking paths and sidewalks throughout the subdivision that would accommodate and provide safe walking routes and conditions for school children walking to and from school.

- The site is located within the Richland School District. The District owns property immediately southeast of the site that it intends for development as a future school. The District was given the opportunity to comment on the preliminary plat proposal but did not provide any comments to the City.

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

The proposed project is consistent with the comprehensive plan and with the provisions of the LUDR.

D. The application is consistent with the requirements of RMC 19.60.095, which states:

No development application for a Type II or Type III permit shall be approved by the city of Richland unless the decision to approve the permit application is supported by the following findings and conclusions:

A. The adopted comprehensive plan and meets the requirements and intent of the Richland Municipal Code.

The proposal is consistent with the subarea plan and with the provisions of LUDR and the applicable requirements of the municipal code as outlined above.

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

Chapter 22.09 is the City's adoption of the State Environmental Policy Act provisions. The project falls under the Planned Action Ordinance (RMC 19.50.030) (Exhibit 10) adopted by the City in 2010 and which is based on the Supplemental Final Environmental Impact Statement prepared for the Badger Mountain South Subarea Plan, resultant mitigation measures included here in on page 30 of Exhibit 9. The project is implementing all the applicable environmental mitigation measures as identified in the modified environmental checklist submitted for this project (Exhibit 4).

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

The project is consistent with the City's comprehensive plan and development regulations and in therefore would be considered beneficial to public health, safety and welfare and would be in the public interest.

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.

The project will follow the environmental mitigation as specified in the City’s adopted planned action and would not result in any transportation facility falling below a level of service D. Further analysis into transportation impacts will be triggered upon construction of the 500th dwelling unit within the overall sub-area.

- 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.*

The conditions of approval recommended for this project are as a direct result of imposing City design standards and development standards as contained in the LUDR and in the environmental mitigation conditions identified in the modified environmental checklist and are directly related to the impacts of the proposed development.

FINDINGS AND CONCLUSIONS

Staff has completed its review the preliminary plat application for Columbia Park Trail Development preliminary plat (S2017-105) and recommends approval of the request subject to conformance with the conditions of approval included in the attached Technical Advisory Committee Report (Exhibit 12) based on the following findings:

Findings of Fact:

1. The Richland Comprehensive Plan for this area is the Badger Mountain South Subarea plan and the project site is located within the Badger Mountain South Master Planned Community. The property is subject to the provisions of the Land Use and Development Regulations (LUDR) adopted for this planned community, which designate the project site as part of the Neighborhood General and Neighborhood Collector land use designations.
2. The provisions of the LUDR establish target densities for each neighborhood within the Badger Mountain South planned community. All phases of the West Vineyard neighborhood allow for a minimum of 430 units and a maximum of 510 units.
3. The proposed preliminary plat consists of a 23.62 acre site into 46 single family residential lots; a 0.05 acre open space tract and a 0.58 acre green space tract.
4. The Master Agreement Consistency Recommendation anticipates 46 single-family dwellings within the West Vineyard 2 neighborhood, resulting in a total of 46 dwelling units.

Conclusion of Law:

The proposed preliminary plat is consistent with and would provide for development of the subject property in conformance with the density and type of land use envisioned in the land use and transportation elements of the adopted comprehensive plan.

Findings of Fact:

5. The site is subject to both the provisions of the Land Use and Development Regulations (LUDR) for the Badger Mountain South Master Planned Community and the Master Agreement between the City of Richland and Nor Am Investment, LLC.
6. All proposed developments subject to the Badger Mountain LUDR regulations are required to be reviewed by the Badger Mountain South Master Plan Administrator. The Administrator has issued a Master Agreement Consistency Recommendation (as provided for in Section 1.H of the LUDR) stating that the application meets the terms and obligations of the approved Master Agreement and the requirements of the LUDR.
7. City staff reviewed the application and the Master Agreement Consistency Recommendation and has issued a Master Agreement Consistency Determination as required by the LUDR.

Conclusion of Law:

The lots within the proposed subdivision are consistent with the provisions of the City's residential zoning regulations.

Findings of Fact:

8. Section 24.12.053 of the RMC sets forth standards for review of preliminary plats that require the Hearing Examiner to consider whether appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.
9. The proposed preliminary plat provides for the development of a street network that is consistent with the regulating street plan contained in the LUDR.
10. The proposed preliminary plat includes provisions for the extension of domestic and irrigation water lines, electrical power lines, and sewer lines to serve the project.
11. The proposed improvements to serve the preliminary plat are consistent with the standards and requirements contained in the LUDR and in the Master Agreement between the City and Nor Am Investment, LLC,

12. The preliminary plat includes provisions for the construction of an urban pedestrian trail system along the westerly boundary of the proposed project which is consistent with the trail layout plan set forth in the LUDR.
13. The project calls for the development of urban trails in a schedule that is consistent with the green infrastructure improvements called for in the Master Agreement between the City and Nor Am investment, LLC.
14. According to Municipal Code (Chapter 22.12), the project is subject to payment of park mitigation fees, which will be used to fund future park improvements within the Badger Mountain South Master Planned Community.
15. The Badger Mountain Subarea Plan identifies sites for future public schools. The Richland School District has purchased a site within the nearby plat of West Village and has plans to construct both an elementary school and a middle school on this site.
16. The proposed plat includes provisions for sidewalks and trails within the site and as conditioned, also provides for pedestrian walkways through the long blocks contained within the project to provide more direct paths of travel to pedestrians accessing both the future school and park sites.
17. No bus service is currently provided in the vicinity of the project site. The Benton Franklin Transit Authority was given an opportunity to comment on the project but did not provide any comments.
18. City staff and other utility providers reviewed the project and have recommended specific conditions of approval as set forth in the Technical Advisory Committee report.

Conclusion of Law:

As conditioned, the proposed preliminary plat makes appropriate provisions for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.

Findings of Fact:

19. The City has adopted a Planned Action Ordinance for the Badger Mountain South Master Planned Community.
20. Under the provisions of the Planned Action Ordinance, projects are not reviewed through standard State Environmental Policy Act provisions. Rather, review is conducted to determine if the proposed project is consistent with the mitigation measures enumerated in the master agreement.
21. The applicants submitted a modified environmental checklist for the project, which enumerated the specific mitigation measures that would be applied to the project.

22. On December 20, 2017, the City issued a letter of consistency, finding that the proposal is consistent with the mitigation measures included in the master agreement.

Conclusion of Law:

Pursuant to Chapters 22.09 and 22.10 of the RMC, the procedures required under the State Environmental Policy Act and the City's Sensitive Areas Ordinance have been completed.

Findings of Fact:

23. RMC 19.60.095(D) requires that development not lower the level of service standard for transportation facilities below a level of service D.
24. The provisions of the planned action ordinance call for the applicants to conduct traffic studies at the time that Badger Mountain South project generates 500 peak hour trips at the intersection of Dallas Road and the Trowbridge Blvd. The ordinance further calls for the applicants to construct improvements as identified in the future traffic studies.
25. Including the proposed 46-lot plat, there will be a total of 202 lots to which Trowbridge Boulevard will serve as the primary access road.

Conclusion of Law:

The proposed project would not result in a decline of transportation service levels within the area surrounding the project and so is consistent with the provisions of RMC 19.60.095.

Overall Conclusion:

Based on the above findings and conclusions, approval of the proposed preliminary plat of West Vineyard Phase 2 is warranted because the project conforms to the City's adopted comprehensive plan, the applicable Land Use and Development Regulations and Master Agreement provisions, is consistent with the requirements of the City's subdivision regulations and is consistent with the City's Planned Action Ordinance.

EXHIBIT LIST

1. Application
2. Preliminary Plat Map, Street Sections, Horizontal Control Plan, Conceptual Grading & Drainage Plan and Conceptual Water & Sewer Plan
3. Public Notice & Affidavits
4. Master Agreement Consistency Recommendation (MACR)
5. Planned Action Consistency Determination (PACD)
6. Master Agreement Consistency Determination (MACD)
7. LUDR Land Use Map

8. Badger Mountain South Sub-Area Plan Map
9. Master Agreement including referenced Exhibit D
10. Planned Action Ordinance
11. Public Comment(s)
12. Technical Advisory Committee (TAC) Report
13. Site Photos
14. AHBL Request Letter



Development & Permit Services Division • Current Planning Section
840 Northgate Dr. • Richland, WA 99352
General Information: 509/942-7794 • Fax: 509/942-7764
www.ci.richland.wa.gov

S2017-105

PRELIMINARY PLAT APPLICATION

Applicant's Section			
Applicant or Sponsor <u>NlorAm Investments, LLC</u>			
Address <u>P.O. Box 1307</u>		City <u>Gig Harbor</u>	State <u>WA</u> Zip <u>98335</u>
Phone Number <u>1-253-677-3402</u>	Fax Number <u>1-253-265-3163</u>	Other <u>n/a</u>	
Proposed Subdivision Name <u>WEST VINEYARD PHASE 2</u>		Legal Description <u>SEE ATTACHED</u>	
Average Size Lots <u>14,099 SF</u>		Proposed Number of Tracts <u>2</u>	
Average Lot Size (Residential Lots) <u>14,099 SF</u>		Area in Acres <u>23.62</u>	
Proposed Number of Lots <u>46</u>		Proposed Number of Blocks	
Name of Surveyor Platting Subdivision <u>JOHN BECKER, PLS AHBL, INC.</u>			
Address <u>5804 RD 90 SUITE H</u>		City <u>PASCO</u>	State <u>WA</u> Zip <u>99301</u>
Phone Number <u>509-380-5883</u>	Fax Number	Other	

I DECLARE UNDER THE PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS FORM/APPLICATION IS TRUE, CORRECT AND COMPLETE.

[Signature]
Applicant's Signature

11-22-17
Date

OFFICE USE ONLY

Filed on 12.1.2017

[Signature]
Signature

Case File No. S2017-105

Date of HEARING EXAMINER Planning Commission Hearing 1.25.2018

Action by Planning Commission Minutes NA

Attach:

1. 6 Full-Size Copies + the .pdf file
2. 11" x 17" Reduction
3. Ownership Report from Title Company listing all Owners within 300-feet.

BMS - WEST VINEYARD PHASE 2 PRELIMINARY PLAT

TAC
590-1
En
CIE
SD
S&B
F

ROAD CROSS SECTION A - ROAD A & B

LOCAL STREET WITH EDGE TYPE A - ROAD A & B

COLLECTOR STREET WITH EDGE TYPE A - ROAD C

2-LANE ARTERIAL COLLECTOR STREET WITH EDGE TYPE A & B - TROWBRIDGE BLVD

AVA WAY WITH EDGE TYPE A & B

* FUTURE HALF-STREET IMPROVEMENT SECTIONS SHALL BE RECORDED AS UTILITY AND ACCESS EASEMENTS AT THE TIME THEY ARE REQUIRED.

elow.
re you dig.

[illegible]

AND CONFORM WITH THE
RICHLAND STANDARD

CITY OF RICHLAND STANDARD
STANDARD DRAWING ST13.

LOCAL STREET WITH EDGE TYPE A - ROAD A & B

NOT TO SCALE

ROW.	Cl	ROW.*
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
12	12	12
13	13	13
14	14	14
15	15	15
16	16	16
17	17	17
18	18	18
19	19	19
20	20	20
21	21	21
22	22	22
23	23	23
24	24	24
25	25	25
26	26	26
27	27	27
28	28	28
29	29	29
30	30	30
31	31	31
32	32	32
33	33	33
34	34	34
35	35	35
36	36	36
37	37	37
38	38	38
39	39	39
40	40	40
41	41	41
42	42	42
43	43	43
44	44	44
45	45	45
46	46	46
47	47	47
48	48	48
49	49	49
50	50	50
51	51	51
52	52	52
53	53	53
54	54	54
55	55	55
56	56	56
57	57	57
58	58	58
59	59	59
60	60	60
61	61	61
62	62	62
63	63	63
64	64	64
65	65	65
66	66	66
67	67	67
68	68	68
69	69	69
70	70	70
71	71	71
72	72	72
73	73	73
74	74	74
75	75	75
76	76	76
77	77	77
78	78	78
79	79	79
80	80	80
81	81	81
82	82	82
83	83	83
84	84	84
85	85	85
86	86	86
87	87	87
88	88	88
89	89	89
90	90	90
91	91	91
92	92	92
93	93	93
94	94	94
95	95	95
96	96	96
97	97	97
98	98	98
99	99	99
100	100	100

— — — — —

CEMENT CONCRETE CURB
AND GUTTER DEP. CITY, NE
WITH FIVE GRADE COURTS
PER CITY OF RICHLAND
CEMENT CONCRETE SIDEWALK
AND BASE COURSE PER



AND GUTTER PER UNIT OF
RICHLAND STANDARD

CONTINUE 2% SLOPE FOR
STANDARD DRAWING STILL.

1' GRAVEL, 1' HIGH DRAIN

2.1 ANE ARTERIAL COLLECTOR STREET WITH EDGE TYPE A & B - TROWBRIDGE BLVD

* FUTURE HALF-STREET IMPROVEMENT SECTIONS SHALL BE
CONTINUED AT THE SAME RATE AS THE PREVIOUS SECTION.
AND BASE COURSE PER
HALF STREET PAVING LIMITS,
PER CITY OF RICHLAND
AND QUINTER PER CITY OF

()
A WAY WITH
LIFE
S. A.
C. S.

RECORDED BY ()

PLAY IS RECORDED.

NOT TO SCALE

elow.

Downloaded from <http://ajphaphysoc.org/> at University of California, San Diego on November 10, 2014

BMS - WEST VINEYARD PHASE 2 PRELIMINARY PLAT



BMS - WEST VINEYARD PHASE 2 PRELIMINARY PLAT

NOR AM INVESTMENT, LLC

PRELIMINARY PLAT

PRELIMINARY PLAT

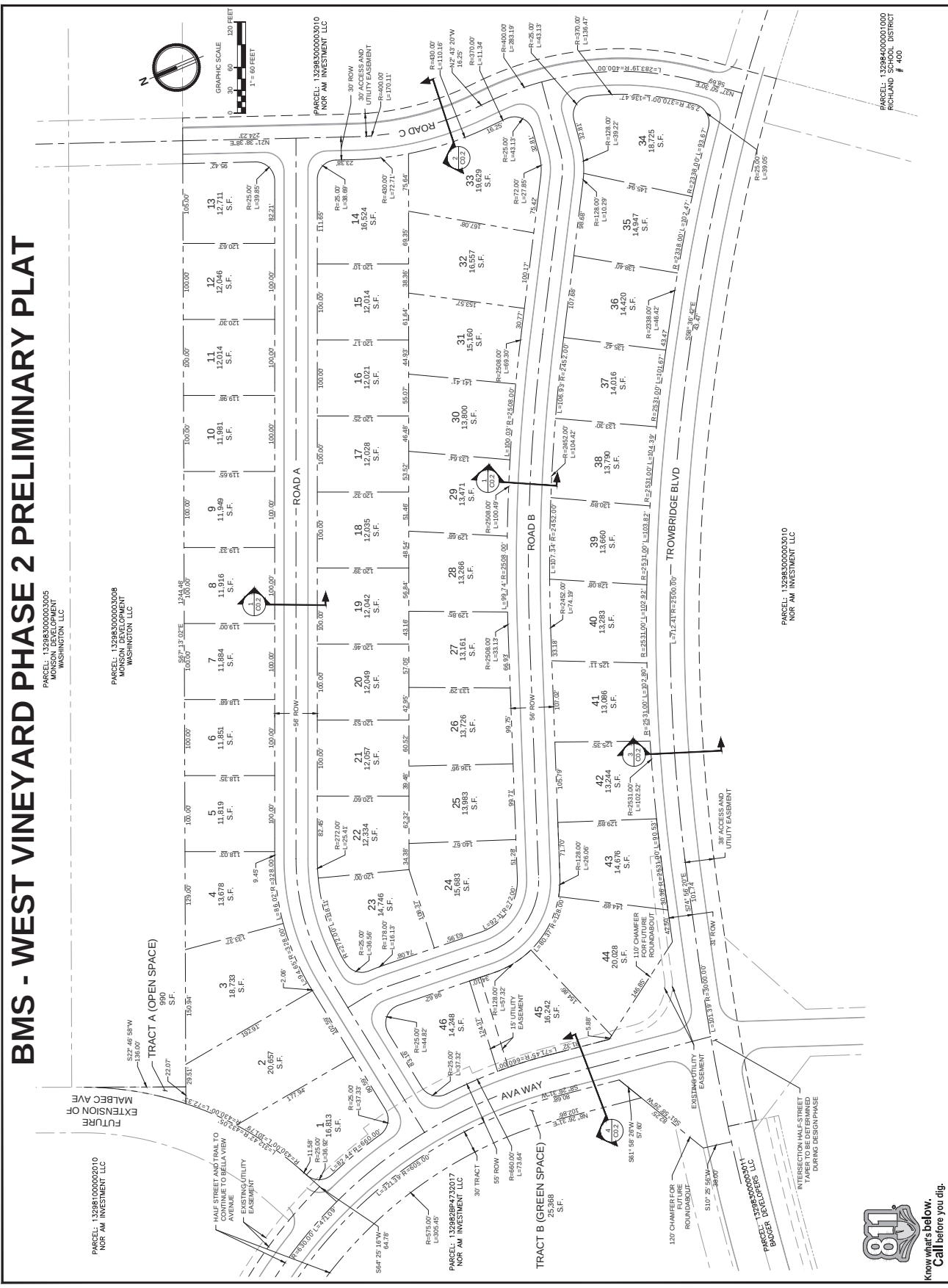


SUBJECT TO AGENCY REVIEW

HORIZONTAL CONTROL PLAN

C1.1

3 of 5 Sheets



Know what's below. Call before you dig.

BMS - WEST VINEYARD PHASE 2 PRELIMINARY PLAT



BMS - WEST VINEYARD PHASE 2 PRELIMINARY PLAT

NOR AM INVESTMENT, LLC
12513 SW OAKBUSH AVE
LAKEWOOD, WA 98042

PRELIMINARY PLAT

PRELIMINARY PLAT



SUBJECT TO AGENCY REVIEW

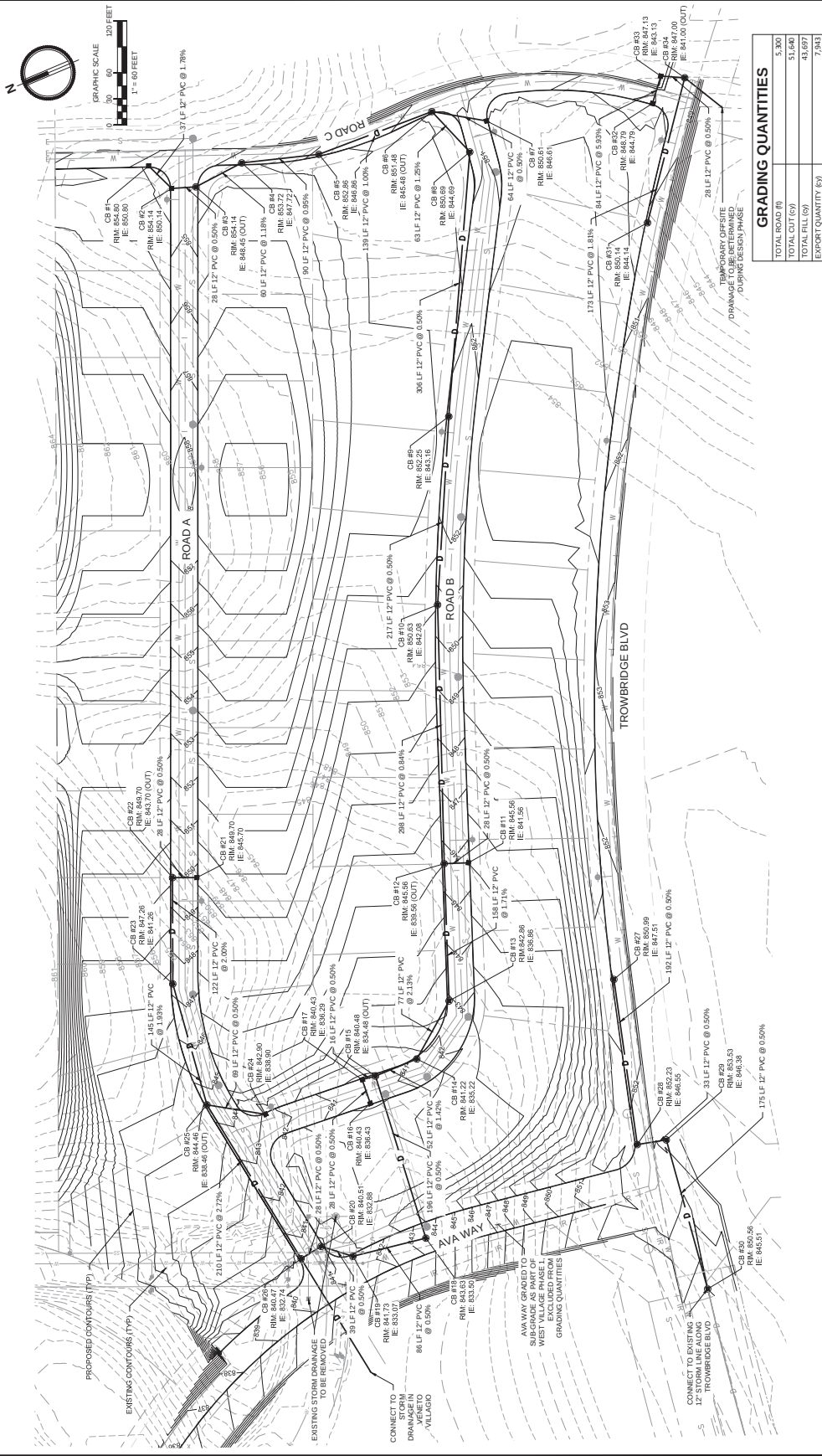
CONCEPTUAL GRADING & DRAINAGE PLAN

CONCEPTUAL GRADING & DRAINAGE PLAN

CONCEPTUAL GRADING & DRAINAGE PLAN

CONCEPTUAL GRADING & DRAINAGE PLAN

C2.1
4 of 5 Sheets



GRADING QUANTITIES	
TOTAL ROAD (F)	5,300
TOTAL CUT (F)	51,640
TOTAL FILL (F)	43,697
EXPORT QUANTITY (F)	7,943

GRADING NOTES:
GRADING QUANTITIES ARE ESTIMATED ONLY INTENDED FOR THE PERMITTING PROCESS. DO NOT USE FOR BID PURPOSES. QUANTITIES ARE BASED ON THE ASSUMPTIONS OF THE GRADING PLAN. COMPACTORS OR CUT/FILL ADJUSTMENT FACTORS.



Know what's below. Call before you dig.

AHLB
TACOMA • SEATTLE • SPOKANE • TRICITY
5904 Road 90, Suite H Pasco, WA 99303
509.330.5883 **TB** 509.380.5885 **FAX** www.ahlb.com

Project Title:
BMS - WEST
VINEYARD PHASE 2
PRELIMINARY PLAT

Client: NOR AM
INVESTMENT, LLC
12513 SW DUBOIS AVE
LAKEWOOD, WA 98498-5242

Job No.	213302210	Issue Set & Date:
---------	-----------	-------------------

PRELIMINARY PLAT

11/28/2017



NOTICE

ATTENTION OF THIS DOCUMENT SHALL INDICATE THE PROFESSIONAL SEAL AND SIGNATURE. PUBLICATION OF THIS DOCUMENT DOES NOT REPRESENT THE REVIEWED OR CORRECTED STATUS OF IT. THIS DOCUMENT IS FOR USE ONLY FOR THE PROJECT DESCRIBED IN THE TITLE BLOCK AND IS NOT TO BE USED FOR ANY OTHER PROJECT, AND NOT TO BE PROJECT OR FOR ANY OTHER PROJECT.

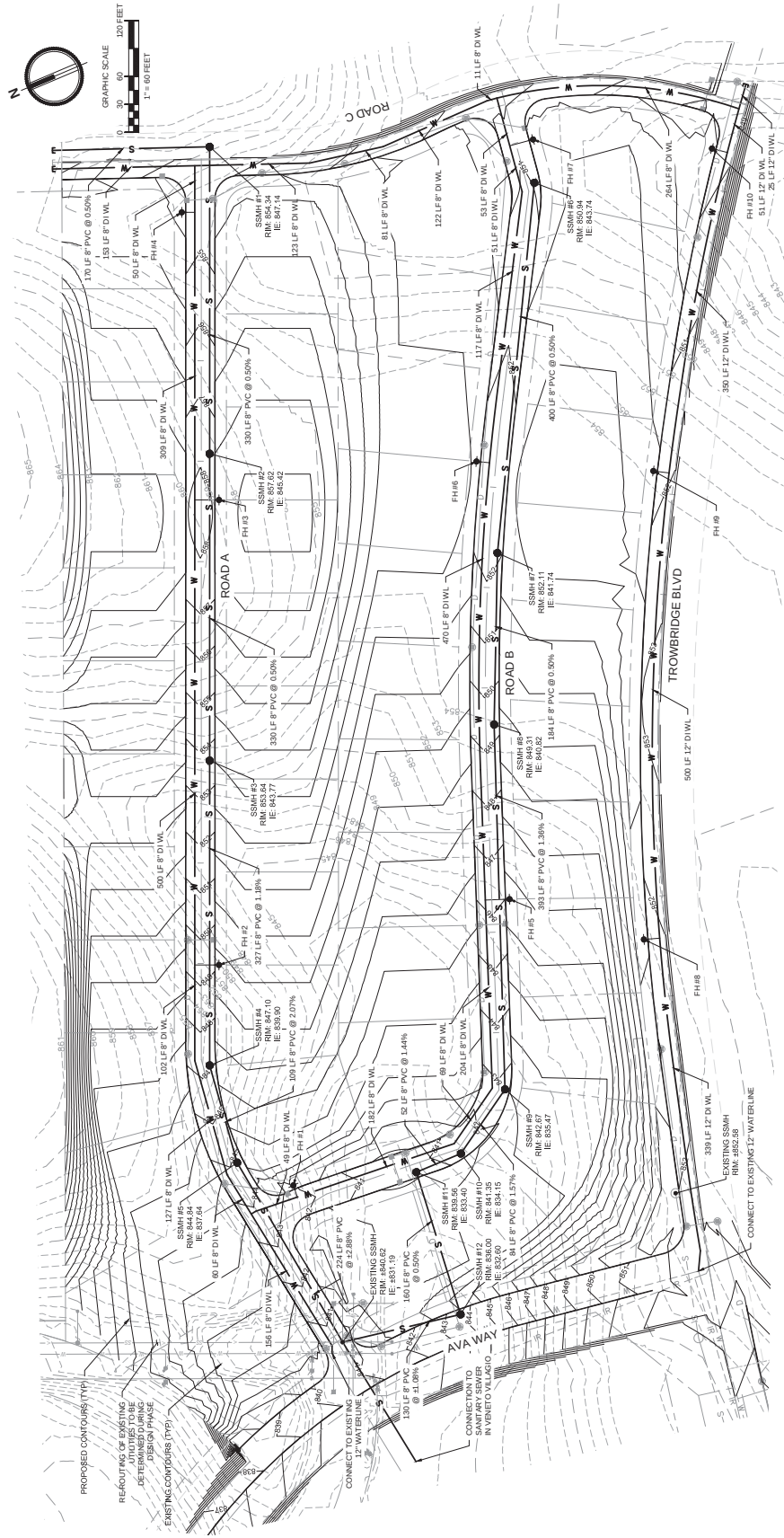
SUBJECT TO
AGENCY
REVIEW

A
 A
 A
 A
 Revisions:
 Sheet Title:

CONCEPTUAL WATER & SEWER PLAN

<u>Designed by:</u>	<u>Drawn by:</u>	<u>Checked by:</u>
CTS	KDM	TCS

Sheet No.

C3.1
5 of 5 Sheets

Know what's below.
Call before you dig.

DATE: November 28, 2017 FILENAME: Q:\2013\213022\10 CMCAD\213022.PRELIMINARY PLAT.dwg



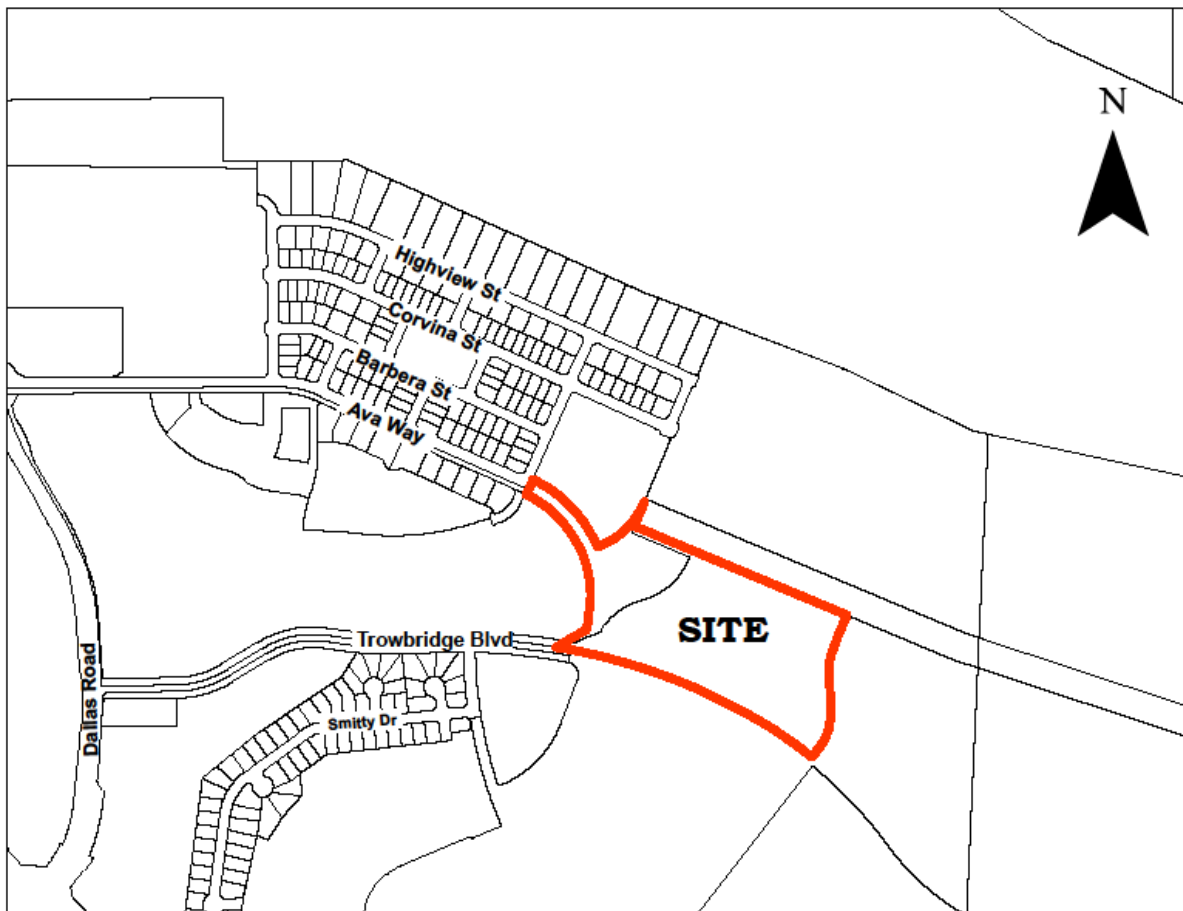
CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING (S2017-105)

Notice is hereby given that Nor Am Investments LLC on December 1, 2017, filed an application for preliminary plat approval to subdivide an approximately 23.62 acre site into 46 single family residential lots (Preliminary Plat of West Vineyard Phase 2). The proposed plat site is located east of the intersection of Ava Way and Bellaview Avenue. The proposed plat would have an average lot size of 14,099 square feet.

The Richland Hearings Examiner, on **Thursday, January 25**, 2018, will conduct a public hearing and review of the application at 6:00 p.m. in the Richland City Hall Council Chambers, 505 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing.

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Shane O'Neill, Senior Planner, 840 Northgate Drive, Richland, WA 99352. Comments may also be faxed to (509) 942-7587 or emailed to soneill@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Friday, January 19, 2018 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration and Tile 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.



AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Shane O'Neill**, who, being first duly sworn upon oath deposes and says:

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

2. On the 20th day of December, 2017, I posted the attached NOTICE OF PUBLIC HEARING, File Number S2017-105 at the following location:

The east terminus of Trowbridge Blvd., within the West Vineyard subdivision of Badger Mountain South subarea



Print Name: Shane O'Neill

SIGNED AND SWORN to before me this 21st day of December, 2017 by SHANE O'NEILL.


Signature of Notary

October L. Follett
Printed Name

Notary Public in and for the State of Washington,

Residing in Benton County

My appointment expires: 11-1-2020

AFFIDAVIT OF MAILING

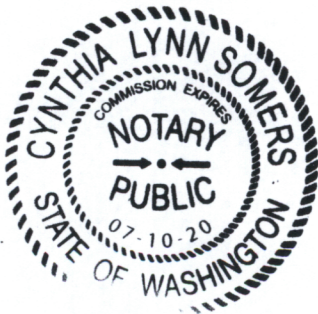
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, Kathy Anderson, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning & Development Department for the City of Richland.
2. On the 29th day of December, 2017, I mailed a copy of the attached NOTICE APPLICATION AND PUBLIC HEARING to the attached list of individuals via regular USPS on the date indicated above. The Notice is regarding an application for preliminary plat approval to subdivide an approximately 23.62 acre site into 46 single family residential lots (Preliminary Plat of West Vineyard Phase 2).

Kathy L. Anderson
Signed Name: Kathy Anderson

SIGNED AND SWORN to before me this 2nd day of January, 2018 by Kathy Anderson.



Cynthia Lynn Somers
Notary Public in and for the State of Washington,
Residing at Kennelworth WA
My appointment expires: July 10, 2020
Cynthia Lynn Somers
Printed Name

Badger Mountain South

**Master Agreement Consistency Recommendation (MACR)
Supplement to the Preliminary Plat Application for
West Vineyard Phase 2**

Executive Summary

The successful development of the Badger Mountain South Master Plan Community requires close attention to the detailed planning and standards created in the adopted Master Agreement, specifically to the Land Use and Development Regulations as found in Exhibit C of the Master Agreement, commonly identified as the LUDR (Land Use and Development Regulations). The LUDR standards are designed to go beyond the more typical City requirements or standards because they are seen by the Master Developer as building blocks to create a walkable and sustainable community.

The LUDR establishes a process for the review of development applications that is intended to integrate into the existing City application processes, and yet provide the close attention to LUDR standards without adding significant review time by City staff. This is accomplished by requiring each development application to meet all City code submittal requirements and, at the same time, undergo a review for consistency with the standards of the LUDR. This latter review is completed by the Badger Mountain South Master Plan Administrator who makes a written recommendation of consistency to the City's Development Services Manager. A final "Master Agreement Consistency Determination" is issued by the City after the Manager's review.

The document that follows is the Master Plan Administrator's recommendation for a determination of consistency for this application. It includes a review of all relevant standards found in the LUDR related to a preliminary plat application. The standards are cited, the specific responses are provided for this application, and the Reviewer Comment section adds other pertinent information. The document concludes with references to other relevant Master Agreement provisions that are met with this application.

The application plat name, "West Vineyard Phase 2," is derived from one of the five neighborhoods to be developed in Badger Mountain South. In the LUDR, density targets and housing mix for each of the five neighborhoods is discussed. Since this is an early Badger Mountain South development application and the site is constrained by property boundary and roadways this area will have lower densities than the targets outlined in the LUDR. It is only as the development continues to be built out that the ability to meet these targets will become clear and may require subsequent plat design adjustments. However, since these numbers are referred to as "targets," they should be considered as another means to meet the project goals for housing variety and choice, rather than referring to an absolute number of units and unit types for any particular sector.

The applicant has stated that this plat will be finalized in one phase. The conditions of the approved Preliminary Plat, the Master Agreement and, specifically, the LUDR must be met before it will be finalized.

Badger Mountain South
Master Agreement Consistency Recommendation (MACR)
Supplement to the Preliminary Plat Application for
West Village

Date: January 16, 2017

The purpose of completing the MACR is to ensure that the applicant has met the special requirements for Badger Mountain South, as found in the Land Use and Development Regulations (LUDR). It also allows City staff to be assured that the Master Developer is meeting the terms and obligations of the approved Master Agreement, as it applies to each development activity in Badger Mountain South.

The MACR will be completed by the applicant, as indicated, and submitted with other Preliminary Plat materials, as required in Richland Municipal Code (RMC) Chapter 24.12. It is recommended that the applicant has met with the Master Developer prior to completion of this Supplement.

1. Applicant name, address and contact information:

Nor Am Investment, LLC
12513 Avenue Dubois SW
Lakewood, WA 98498-5242
Contact: Lawrence J White
253-582-9526
ljwhitemd@aol.com

2. Project name:

West Vineyard Phase 2

3. Project description including site size in acres:

A subdivision of 22.14 acres total area; 46 single-family lots created all in the area of Badger Mountain South that lies adjacent to and east of Dallas Road SR82.

4. Is phasing proposed? Please explain:

Project will be platted in phases. Phase boundary lines to be determined.

5. Regulating Plan District(s) (see LUDR p. 2-2):

Neighborhood Collector District (BMS-NC); Neighborhood General District (BMS-NG)

6. What is the name of the neighborhood? (See LUDR pp. 7-1 through 7-3).

Neighborhood: *West Vineyard (LUDR 7-3)*

7. What is proposed use? See Allowable Use Table (see LUDR p. 2-3).

Single-Family residential uses.

8. What building types are likely to be developed here? (See LUDR p. 2-4):

Single-family Street Access

9. LUDR Preliminary Plat Checklist:

Referenced LUDR Section, Criteria, and Applicant's Response <i>This column to be completed by Applicant.</i>	Reviewer Comments <i>This column to be completed by Master Plan Administrator.</i>
9.1. Block Size LUDR 7.B.2 Block Size and Configuration should meet the following Block Dimension Standards: Block length= 1000', except in VMU District= 400' maximum Identify the following for the smallest and largest blocks: Block length: <i>Smallest: 220 ft.; largest: 1,102 and 1,072 ft.</i> The plat's east and west boundaries are defined by planned future roads. The layout proposed does not lend itself to reducing the block lengths any further without significant realignment of planned roads.	<i>The block length for this plat has been set due to existing site constraints including the location of AVA Way and the desire to have a road bisect the school and park properties. As allowed in LUDR Section 7.B.3, portions of the site include non-orthogonal street networks in response to topographical and site constraints.</i>
9.2. Front Facing Block LUDR 7.B.4 Does the proposal include only blocks to be constructed with alleys? Yes ☐ No ☒ If yes, skip to No. 9.3; otherwise please select response: Do those blocks with direct street access lots (i.e., without alleys) meet the following criteria: (1) Non-alley load lots do not front onto a Collector Street, except in single-loaded, perimeter location; or, are located in the NE District; or, where located in an area where two districts abut (NG to NE District). Yes ☒ No ☐ (2) Non-alley load lots are not across from a Civic District space. Yes ☒ No ☐ Per the LUDR 3.E.1, in the NE District houses are typically accessed by streets. Per LUDR 7.B.4.d(1), direct street access lots are permitted onto a Collector Street when they are (i) located in the BMS-NG District; (ii) when they are in the BMS-NG District and are located along the perimeter of the BMS project boundary; or (iii) when they are located in the BMS-NG District where that district abuts the BMS-NE District. Does this preliminary plat include any areas where the NE and NG districts abut? Yes ☐ No ☒	<i>The plat is zoned NC and no alley loaded product is proposed.</i>

9.3. Other Block Requirements LUDR 7.B.5.a In the Village Mixed Use (VMU), Neighborhood Collector (NC), and Neighborhood General (NG) Districts, two (2) building types required on each block; see Section 2.D. for Building Type Table. Identify Building Types proposed if known or enter N/A: N/A	<i>The plat contains lots with a variety of sizes. Thus, a number of different building types may be accommodated. This variety is intended to encourage a mix of housing price points.</i>
9.4. Street Standards LUDR 6.B - 6.H Sites being designed into additional blocks must meet Street Standards. Is a public street to be constructed? Yes ☒ No ☐ Provide separate sheet with street type and edge type(s) indicated. See sheet C0.2 in the proposed preliminary plat.	<i>Proposed streets are in compliance with LUDR Sections 6.B – 6H. See page C1.13 for street sections proposed for the plat.</i>

9.5. Alleys LUDR 6.G (alley design standards) and 7.B.4 If alleys are not proposed, skip to No. 9.6 below, otherwise complete as indicated. Does this plat include alleys that meet width requirements and other design features as found in 6.G? Yes ☐ No ☒ Provide alley width dimensions here: <i>Total width is 20 ft.; 12 ft. drive lane and two 4 ft.-wide gravel shoulders.</i> LUDR 7.B.4 Dead-end alleys greater than 150' ft. are not permitted; are dead end alleys greater than 150' proposed? Yes ☐ No ☐	<i>No alley's proposed.</i>
9.6. Lot Size by District and Proposed Building Type LUDR 8.B - 8.P In No. 9.3 (above), proposed Building Types were identified for this project. Do the proposed lot size(s) meet the proposed Building Types lot standards? Yes ☒ No ☐ Please describe: <i>Lot dimensions vary but all can meet one or more Building Type requirements and related standards.</i>	<i>Except where located on curves, lot widths are typically 60 ft., and perimeter lots are typically 70 ft. These dimensions can accommodate multiple Building Types as listed on the Building Types Summary.</i>
9.7 Exceptions Are there any LUDR conditions that cannot be met by this preliminary plat? If so please describe:	<i>See block length exception above. No other exceptions are proposed.</i>

Additional Reviewer Notes:

Badger Mountain South - MA Section 25.3

"As part of the Master Plan Consistency Determination described in Paragraph 23, the City, shall consult with the Master Agreement Administrator, and the applicant in determining the appropriate share of infrastructure and mitigation costs that shall be borne by the proposed development and how that development's share of infrastructure and mitigation relates to the overall infrastructure and mitigation that is required for buildout of Badger Mountain South."

Does the number of residential lots trigger additional MA Exhibit D, Green Infrastructure Improvements?
Yes ☐ No ☒

Please explain:

Green Infrastructure Improvements are required and as found in the Master Agreement Exhibit D, are linked to the numbers of residential units (RU) developed.

In the case of West Vineyard Preliminary Plat, 46 single-family units are anticipated for a total of 46 RU. With the improvements identified below, this Preliminary Plat meets the requirements of the Master Agreement, Exhibit D.

For planning purposes, it is assumed that the Green Infrastructure requirements of 46 RU will be provided in the following manner:

Requirement	Improvement Provided	Residential Units (RU)
Primary and Secondary Trails 400 LF of equivalent trail to be created per 25 RU, which equals 16 LF per RU. Equivalent trail lengths shall be applied be the length of trail constructed multiplied by the appropriate trail factor below: City Primary Trail = 1 Primary Trail = 1 Secondary Trail = .6 Equestrian Trail = .8 (where shown on trail plan) Urban Trail = 1	<u>Primary Trail</u> 0 LF <u>Urban Trail</u> Ava Way: 950LF <u>Secondary Trail</u> 0 LF	$950 \times 1 = 950$ Equivalent LF $(950 \text{ LF}) / (16 \text{ LF/RU}) = 59.4 \text{ RU}$
Parks 0.375 AC of park area to be created per 25 RU, which equals 0.015 AC, or 650 SF, per RU.	City Community Park: 30.92 AC (As provided by the West Village Plat requirements.)	$(30.92 \text{ AC}) / (0.015 \text{ AC/RU}) = 2,061.3 \text{ RU}$
Total Residential Units allowed with the Green Infrastructure improvements per the Preliminary Plat design:		59.4 RU

Does the number of residential lots proposed trigger MA Exhibit B, Environmental Mitigation Conditions?
Yes ☒ No ☐

Please explain:

The Master Agreement Exhibit B mitigation measures are required. These measures are outlined in the separate environmental document, Badger Mountain South Planned Action Consistency Determination for the West Village Preliminary Plat, attached.

Other Comments:

1. The applicant has also provided additional Open Space as noted below that is not included in the Green Infrastructure Calculations:

MISCELLANEOUS OPEN SPACE

AVA Way Greenbelt: 0.65 AC (Tract with trail along AVA Way)

2. Density targets are also set by neighborhood. See LUDR 7.C.

WEST VINEYARD PHASE 2 DENSITY TARGETS: Min. 44 UNITS, Max. 46 UNITS.

Residential Units Provided: 46 single-family units

Recommendation of Consistency:

It is my opinion as the Master Plan Administrator that the application as submitted is consistent with the intent and the purpose of the Master Agreement relative to this plat dated _____ and the amended LUDR approved _____.

Signature:



Date: 1-18-18

**Badger Mountain South Planned Action Consistency Determination
Modified Environmental Checklist for West Vineyard Phase 2 Preliminary Plat**

A Final Supplemental Environmental Impact Statement dated August 23, 2010 ("FSEIS") was issued for the Badger Mountain South Subarea Plan. In accordance with RMC 22.09.080, a Mitigated Determination of Non-Significance ("MDNS") was issued by the City for the Master Agreement between the City of Richland and NorAm Investment LLC (Master Agreement) on September 23, 2010. The mitigation conditions listed in the FSEIS relative to Badger Mountain South were listed as mitigation conditions for the Master Agreement. The mitigation conditions set forth in the MDNS are captured in Exhibit B of the Master Agreement. Any development occurring within Badger Mountain South must be consistent with those conditions. Once it is determined that all relevant mitigation measures are met, a Planned Action Consistency Determination is issued by the City's responsible official for environmental review.

The West Vineyard Phase 2 Preliminary Plat application is within the scope of the environmental review conducted in the FSEIS and is found to be consistent with the relevant Exhibit B mitigation conditions. These conditions are included as conditions for the preliminary plat approval:

Mitigation Conditions and Findings:

Mitigation Condition 1, Erosion and Soil Stability:

Erosion and soil stability impacts are mitigated. The following measures are required:

- Implement erosion control measures per City of Richland requirements.
- Provide vegetative cover on exposed soils as soon as practicable following clearing and grading.
- Water exposed areas during construction in accordance with local air-quality agency requirements.
- Compact soils at densities appropriate for planned land uses.

Mitigation Condition 2, Air Quality:

Air quality impacts are mitigated. Prior to construction, a dust control plan will be developed to comply with applicable Benton County Clean Air Authority's Fugitive Dust standards.

Mitigation Condition 3, Surface Water:

Surface water impacts are mitigated. The appropriate Washington State Department of Ecology *Stormwater Management Manual for Eastern Washington* will be used for stormwater design. The project will construct flow and quality control facilities to meet surface water impacts.

Mitigation Condition 4, Noise:

Noise impacts are mitigated. Existing City regulations will be followed to mitigate impacts from construction.

Mitigation Condition 5, Transportation:

Transportation impacts are mitigated for development of West Vineyard Phase 2. Per the Exhibit B conditions, transportation mitigation measures are applied as "further analysis" indicates that certain peak-hour trip levels are generated by the Badger Mountain South development. The timing to construct West Vineyard Phase 2 and further phases of West Village may overlap. Since these two developments will occur in phases of uncertain time and size, traffic generation analyses will be performed in conjunction with each phase to ensure that the identified mitigation measures are implemented and that the City of Richland's adopted LOS standards are met.

Mitigation Condition 6, Potable Water:

Potable water impacts are adequately mitigated for development of West Vineyard Phase 2. Prior phases of development have constructed water infrastructure that is adequate to serve this plat.

Additional potable water distribution systems will be designed and constructed as necessary in accordance with City of Richland standards as part of the West Vineyard Phase 2 final development.

Mitigation Condition 7, Sanitary Sewer:

Sanitary sewer impacts are mitigated. Sanitary sewer for the West Vineyard Phase 2 plat area will be provided as envisioned in the Badger Mountain Subarea Plan. The western portion of the site will be served by the existing sewer pump station located immediately west of the development on Dallas Road.

Mitigation Condition 8, Life Safety Services:

Life safety services impacts are mitigated. All single-family residential structures are to be constructed with a sprinkler system that meets the National Fire Protection Association (NFPA) Standard 13-D. All other conditions of the Department of Fire and Emergency Services will also be met.

Mitigation Condition 9, Electrical Services:

Electrical services impacts are mitigated. A two-acre site has been identified for a future new substation facility. Other energy conservation measures identified in the Master Agreement apply at building construction.

Mitigation Condition 10, Carbon Footprint:

Carbon footprint impacts are mitigated. There are six specific mitigation measures identified in the Master Agreement. Two of the measures, 10.1 and 10.6, are met with this preliminary plat application because it is part of the overall Badger Mountain South project: it will include a mix of densities, is designed to be walkable and sustainable, and will include trails that can support walking and bicycle use. The remaining mitigation measures apply at building design.

Mitigation Condition 11, School Impacts:

School impacts are mitigated. Badger Mountain South has identified locations of potential sites for three elementary and one middle school.



www.ci.richland.wa.us

505 Swift Boulevard, P.O. Box 190 Richland, WA 99352
Telephone 509-942-7390, Fax 509-942-5666

Development Permitting Division

840 Northgate Drive
Richland, WA 99352
Telephone 509-942-7794
Fax 509-942-7764

January 2, 2018

PLANNED ACTION CONSISTENCY DETERMINATION

For: Preliminary Plat Application of West Vineyard 2, a Badger Mountain South Development (S2017-105)

Applicant: Nor Am Investment, LLC

Project Description: A subdivision of 23.62 acres into 46 single family residential lots, an open space tract and a green space tract as depicted on the preliminary plat submittal dated December 1, 2017.

Master Agreement Consistency Determination: Issued December 21, 2017.

After completing the review of the preliminary plat application of West Vineyard 2 and evaluating it in light of the mitigating conditions established in the Final Supplemental Environmental Impact Statement prepared for the Badger Mountain South Subarea Plan and as delineated as Exhibit B in the Master Agreement between the City of Richland and Nor Am Investments, LLC, the City finds the following:

1. The West Vineyard 2 preliminary plat meets the description for a planned action as defined in City code and that as conditioned, the project will implement any applicable conditions or mitigation measures identified in RMC 19.50 (Consistency with Development Regulations and SEPA);
2. The West Vineyard 2 preliminary plat is consistent with the City of Richland Comprehensive Plan and the Badger Mountain Subarea Plan;
3. The West Vineyard 2 preliminary plat is consistent with the Master Agreement between the City and Nor Am Development, LLC regarding development of Badger Mountain South, as evidenced by the Master Agreement Consistency Determination issued by the City on December 20, 2017;
4. The probable significant adverse environmental impacts of the proposed project have been adequately addressed in the Planned Action Ordinance

[RMC 19.50.030 (B)] and as described in the in the document titled, "Badger Mountain South Planned Action Consistency Determination Modified Environmental Checklist for West Vineyard 2 Preliminary Plat";

5. The West Vineyard 2 Preliminary Plat is not an essential public facility, as defined in RCW 36.70A.200.
6. Based on the foregoing, a SEPA threshold determination or EIS is not required.
7. The following environmental mitigation conditions shall apply to the West Vineyard 2 Preliminary Plat:
 - a. Erosion control measures as required by City of Richland shall be implemented; vegetative cover on exposed soils shall be provided as soon as practicable following clearing and grading activities; water of exposed soils shall be performed in accordance with Benton Clean Air Authority requirements; soils shall be compacted at densities appropriate for planned uses.
 - b. The applicants shall submit a dust control plan to the Benton County Clean Air Authority for their review and approval. All construction work shall be performed in accordance with the provisions of the approved dust control plan.
 - c. The applicants shall submit an erosion control plan to the City of Richland Public Works Department for their review and approval based on the Washington State Department of Ecology Stormwater Management Manual for Eastern Washington. All construction work shall be performed in accordance with the provisions of the approved erosion control plan which shall be consistent with City standards.
 - d. The applicants shall conform to City noise standards.
 - e. Transportation mitigation measures shall be applied as analysis indicates following study at the time that the development generates 500 peak hour trips. The mitigation measures identified through the further analysis shall be implemented in accordance with the planned action ordinance.
 - f. Potable water systems shall be designed and constructed in accordance with City standards.
 - g. Sewer systems shall be designed and constructed in accordance with City standards.
 - h. All single family residences and duplexes shall be constructed with a residential fire sprinkler system.
 - i. Energy conservation measures and sustainability standards as established in the LUDR shall apply to new construction within the proposed project.



Shane O'Neill,
SEPA Responsible Official

January 2, 2018



505 Swift Boulevard, P.O. Box 190 Richland, WA 99352
Telephone 509-942-7390, Fax 509-942-5666

www.ci.richland.wa.us

**Development Permitting
Division**

840 Northgate Drive
Richland, WA 99352
Telephone 509-942-7794
Fax 509-942-7764

December 20, 2017

MASTER AGREEMENT CONSISTENCY DETERMINATION

For: Preliminary Plat Application of West Vineyards 2, a Badger Mountain South Development (S2017-105)

Applicant: Nor Am Investments, LLC

Project Description: A subdivision of 23.62 acres into 46 single family residential lots, an open space tract and a green space tract as depicted on the preliminary plat submittal dated December 1, 2017.

Consistency Determination Type: Level 1

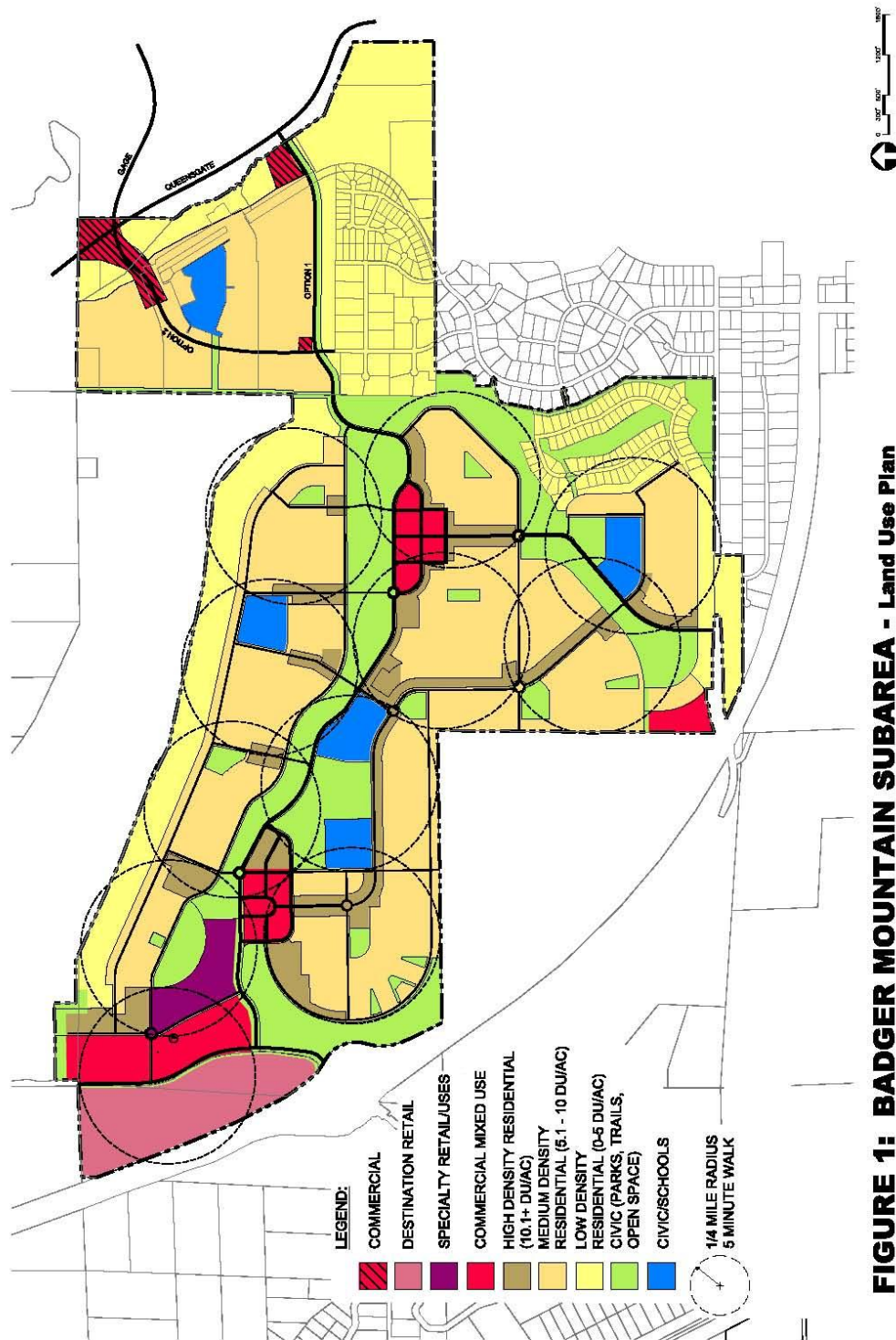
Master Agreement Consistency Recommendation: Received recommendation of consistency from Badger Mountain South Master Program Administrator on December 1, 2017.

After completing the review of the preliminary plat application of West Vineyard 2, evaluating it against the standards contained in the adopted Land Use and Development Regulations (LUDR) for the Badger Mountain South Community and the Master Agreement between the City of Richland and Nor Am Investments, LLC and after reviewing the recommendation of the Badger Mountain South Master Program Administrator, I find that the application is consistent with the Master Agreement and the LUDR and hereby issue this Master Agreement Consistency Determination.

Sincerely,

Shane O'Neill,
Senior Planner

Figure 1: Badger Mountain Subarea Land Use Plan



City of Richland

Badger Mountain Subarea Plan

April 2010

Table of Contents

1	Introduction	4
2	Location and Setting	6
	Map 1: Badger Mountain Subarea in Relationship to the Tri-Cities	6
	Map 2: Badger Mountain Subarea Plan Boundaries – Local Setting	7
2.1	Surrounding Land Uses:	7
2.3	Badger Mountain Subarea Properties General Description	8
	Map 3: Developed and Undeveloped Parcels.....	9
	Table 1: Acreages in the Badger Mountain Subarea.....	9
	Table 2: Undeveloped Acreages by Ownership	10
3	Vision.....	11
4	Goals and Policies	13
4.1	Badger Mountain Subarea Goals and Policies	13
5	Land Use Plan: Overview	17
	Table 3: Badger Mountain Subarea Land Use Summary	17
	Figure 1: Badger Mountain Subarea Land Use Plan.....	19
5.1	Land Use Designations	21
5.2	Residential Land Uses Categories	21
	Table 4: Badger Mountain South Residential Land Use Summary	23
	Figure 2: Badger Mountain South Land Use Concepts	24
5.3	Description of Residential Density	24
5.4	Other Land Use Designations.....	26
	Table 5: Badger Mountain Subarea Commercial Land Use Summary	27
5.6	Commercial Categories.....	27
5.7	Other Categories	30
6	Population Projections and Assumptions	31
6.1	Population.....	31
	Table 6: Badger Mountain Subarea Population at Build Out.....	31
	Table 7: City, County and State Age of Population (2000 Census)	32
6.2	School Population	32
	Figure 3: Badger Mountain Subarea School District Boundaries.....	33

7	Sustainability Principles in Badger Mountain South	34
	Figure 4: Badger Mountain South – A Walkable and Sustainable Community.....	36
8	Relationship to City Codes, Regulations and Comprehensive Plan	37
9	Parks, Trails and Open Space	38
	Table 9: Level of Service (LOS) Standards	40
9.1	Goals and Objectives.....	40
	Table 10: Badger Mountain Subarea Parks, Trails and Open Space Summary.....	42
	Figure 5: Badger Mountain Subarea Parks, Trails and Open Space Plan	44
10	Transportation	45
10.1	Existing Conditions.....	45
	Table 11: Existing Level of Service	46
10.2	Future Conditions (Phase 1 of Development).....	46
	Table 12: Future 2015 Level of Service	47
10.3	Recommended Mitigations.....	48
10.4	Future Conditions with Project and Mitigation	49
	Table 13: Future 2015 LOS with Project & Recommended Mitigation Improvements	50
11	Water	50
12	Storm Water.....	51
13	Sewer	52
14	Public Services.....	53
14.1	Police.....	53
14.2	Life Safety Services.....	53
14.3	Natural Gas	54
14.4	Communications	54
14.5	Electrical Service	54
15	Conclusion.....	55
	Transportation Plan	Tab 1
	Water Plan.....	Tab 2
	Storm Water Plan	Tab 3
	Sewer Plan.....	Tab 4

Badger Mountain Subarea Plan



1 Introduction

The Badger Mountain Subarea Plan is an appendix to the City of Richland Comprehensive Plan and is designed to identify the City of Richland's future growth opportunities presented in the 1,998-acre area located south and east of the Badger Mountain Centennial Preserve and north of I-82. The plan sets out a vision for orderly and efficient development and includes direction for land use, transportation, utilities and public services, in accordance with the provisions of the City of Richland Comprehensive Plan, and other adopted plans and policies. It is intended to be practical in economic terms and visionary in terms of its ability to address emerging issues such as sustainability -- while being flexible to respond to future market conditions. It is intended to provide an overall understanding and rationale for the quality and character of the uses, the proposed level of service and infrastructure needed. It addresses land uses, traffic circulation, housing, parks and recreation and public facilities. Some facets of the plan are prescriptive while others provide guidance to encourage creative responses to emerging issues.

A subarea plan is one way the city can implement its goals and policies for a specific geographic area. It functions as a supplement to the city's Comprehensive Land Use Plan and it is intended to provide guidance for growth and development in this area of the city over the next 20 years. In this case, the Badger Mountain Subarea is unique in that the majority of the undeveloped portions of the site are largely in single ownership, with much of the other undeveloped portions of the site controlled by a second major landholder. The Subarea Plan contains both a detailed master plan for the western 1,480

acres, which is referred to in this plan as Badger Mountain South, and a land use plan the remaining 518 acres of the Subarea.

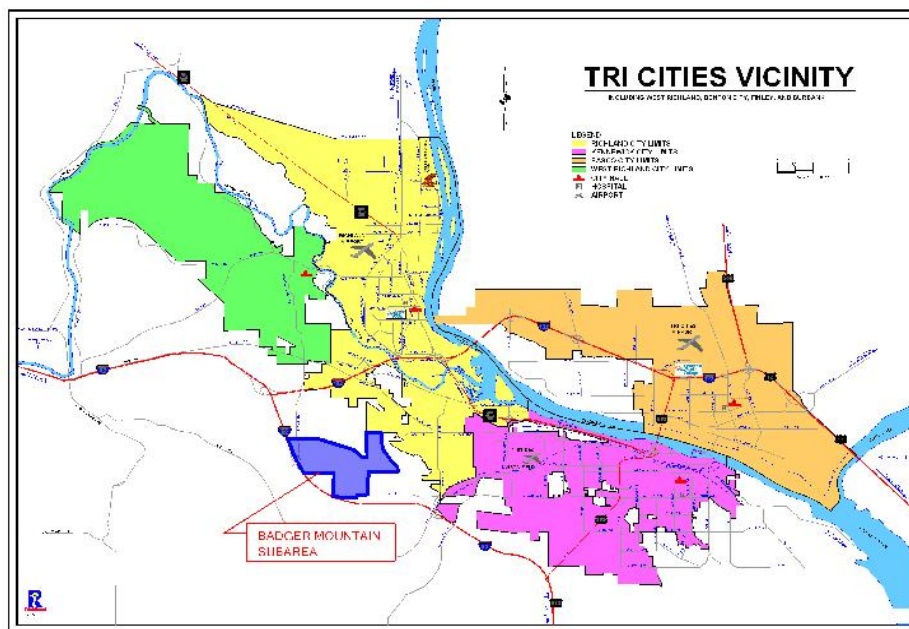
The Badger Mountain Subarea was identified by Benton County, in conjunction with the City of Richland, as part of the city's Urban Growth Area (UGA) in 2006. This means that urban expansion will occur here, in conjunction with the construction of the necessary and appropriately sized urban infrastructure.

While the Badger Mountain Subarea has capacity to absorb growth and development for the city, timing for the creation of new neighborhoods and the type and amount of areas built for commercial activity will be influenced by the state, regional and local economy, by the level of accessibility, by the extension of public services and by other external factors. The Subarea Plan is intended to forecast and plan for the growth of the city while being responsive to these decision factors and to the fluctuations in demand of the land market over time.

2 Location and Setting

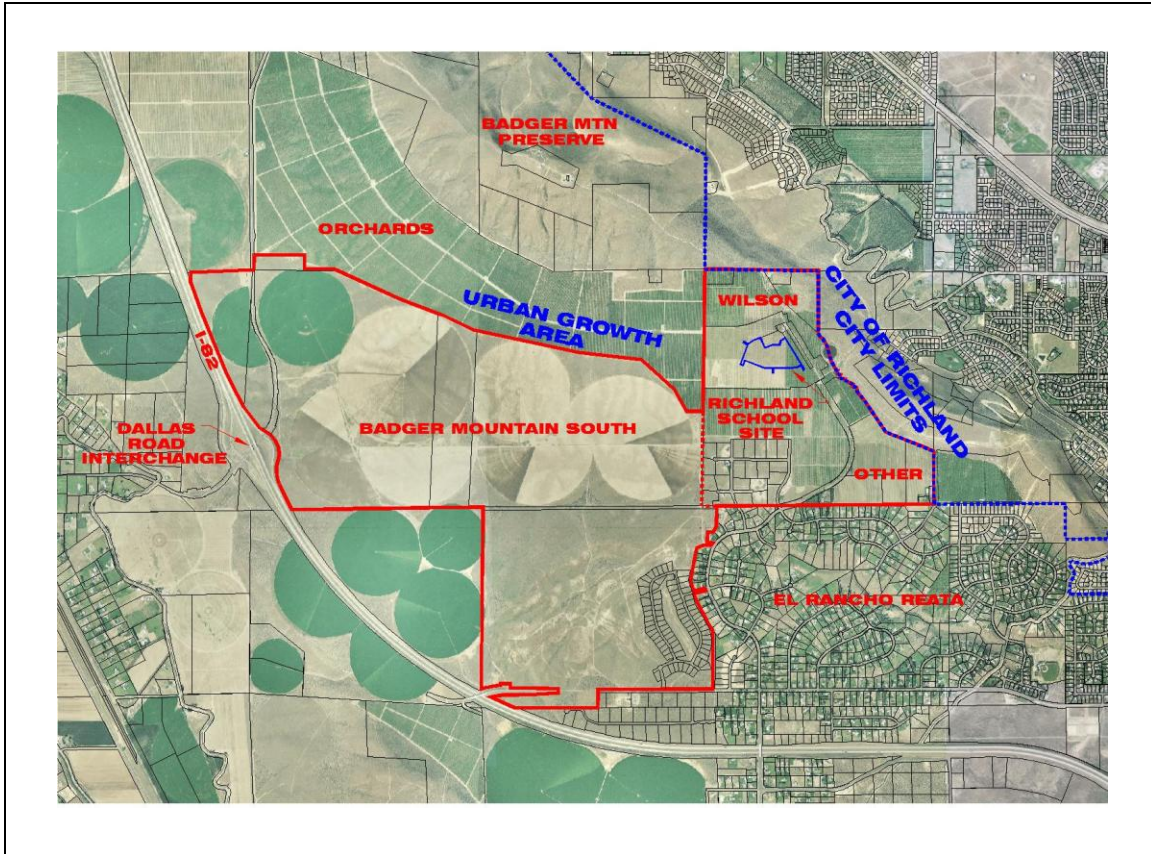
The Badger Mountain Subarea is located south and east of Badger Mountain lying east of I-82, and north of Reata Road. It lies about eight miles southwest from downtown Richland. The Dallas Road I-82 interchange intersects the site north to south in the western part of the Subarea. The Tri-Cities Regional Airport in Pasco is about 16 miles from the Subarea, a distance easily traveled by freeways and local roads, and provides excellent access and connection for future residents and businesses.

Map 1: Badger Mountain Subarea in Relationship to the Tri-Cities



The proximity of the Badger Mountain Subarea to existing transportation facilities, community services, and regional commercial and cultural facilities makes it a prime location for urban development.

Map 2: Badger Mountain Subarea Plan Boundaries – Local Setting



2.1 Surrounding Land Uses:

Properties surrounding the area of the Subarea Plan are shown above in **Map 2: Badger Mountain Subarea Plan Boundaries – Local Setting**, and are generally described as follows:

- North: The Subarea Plan properties are bordered to the north with orchards that are outside of the Urban Growth Area, the Badger Mountain Centennial Preserve, and then moving northeast, to the City of Richland's existing city limits.
- South: Properties to the south lie outside of the Urban Growth Area. Areas south of Reata Road are developing as large lot subdivisions in the County.
- East: Properties to the northeast lie within the City of Richland and are undeveloped while those in the southeast are in the County in the developed El Rancho Reata subdivision.
- West: The Subarea Plan properties are bordered by Interstate 82 and by the pie-shaped section in the southwest which lies outside of the Urban Growth Area.

As can be seen in **Map 2**, the property that is the pie-shaped parcel in the southwest lies north and adjacent to the I-82 freeway; it contains about 254 acres that are now in agricultural uses. It is not included within the city's Urban Growth Area and therefore lies outside of the planning area of the Badger Mountain Subarea Plan, remaining within Benton County jurisdiction. Previous County approvals for related residential development south of I-82 included requirements that this pie-shaped area would remain in agricultural uses until the County adopts revised or new density regulations. If in the future Benton County authorizes the further expansion of Richland's Urban Growth Area, this property could be annexed by the city, and then would be subject to city requirements and controls.

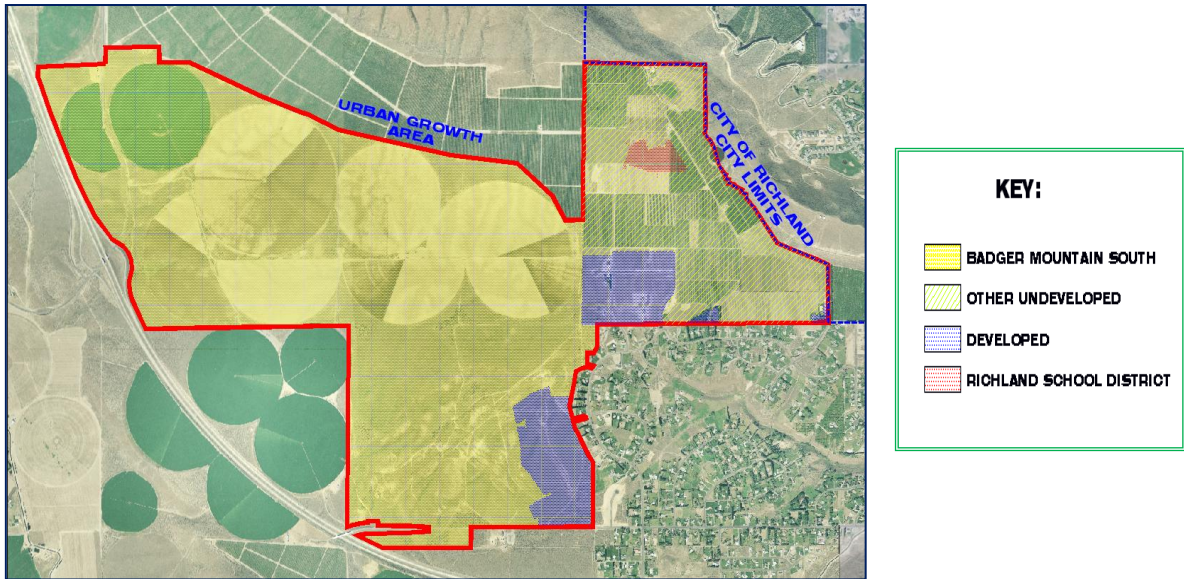
2.3 Badger Mountain Subarea Properties General Description

The properties within the Subarea are primarily undeveloped with a moderately rolling topography and a gradual northern slope to the Badger Mountain saddle where they meet the City of Richland's current corporate boundary. Elevations generally range from 700' in the westerly, southwest corner of the site near Dallas Road, to 850' on the south side along east Reata Road, then to 1050' in the northeast corner of the UGA.

Much of the Subarea is visible from vehicles travelling along I-82. Panoramic views are generally available in the higher elevations of the Subarea along the south facing hillside towards the high ridges in the distance. The soils in the Badger Mountain Subarea are primarily silt loam of variable thickness and present no barriers to development. Some existing natural drainage channels are evident in the topography generally running to the southeast and southwest, although they are typically dry due to low precipitation conditions. Except for water service, the majority of the undeveloped portions of the site are generally unserved by utilities and other urban infrastructure.

While much of the vacant land is either planted with agricultural crops or covered in grassy vegetation, a large portion of the site, known in this plan as Badger Mountain South, previously had received Benton County's approval for a large, low-density residential and golf course development, with associated commercial uses. Phase 1-A of the previously approved development, located in the southeast portion of the site and called the Reata Ridge Subdivision, was developed with 78 residential lots that are now in the process of being marketed for sale. While no houses have yet been built within this subdivision, for planning purposes it is considered developed property. The Badger Mountain Subarea Plan proposes a different vision for the remainder of the Badger Mountain South area.

Map 3: Developed and Undeveloped Parcels



In addition to the newly developing Reata Ridge subdivision, the other developed portion of the Subarea is located north and east and contains moderate slopes to the north. This area, called the Badger Mountain Plateau Subdivision, contains single-family residences on two-acre lots. The developed areas of the planning area are served with private septic systems, roadways and utilities, and border existing development outside of the UGA to the south and east. No additional development is expected to occur within these developed portions of the Subarea.

Table 1: Acreages in the Badger Mountain Subarea

Undeveloped Area	Developed Area	Total
1,892 acres	121 acres	2,013 acres
94%	6%	100%

Undeveloped properties are those owned by large and small property owners and which are now planted in orchards or in other agricultural uses, or otherwise vacant. Also included within the Undeveloped Area category is a 15 acre parcel owned by the Richland School District which was previously acquired for future development as an elementary school.

Table 2: Undeveloped Acreages by Ownership³

Badger Mountain South	Wilson⁴	Other⁵	Richland School District	Total Undeveloped Area
1,480 acres	296 acres	101 acres	15 acres	1,892 acres
78%	16%	5%	1%	100%

³ Acreages are rounded up to the next whole number.

⁴ During the development of this Subarea Plan, Wilson filed a preliminary plat application with Benton County for the Hidden Hills Subdivision, containing approximately 41 acres and creating 58 residential lots within the area of the Subarea Plan. These lots are adjacent to and east of the developed Badger Mountain Plateau Subdivision.

⁵ This category includes 16 acres south of Reata Road and 85 acres of other undeveloped parcels.

3 Vision

The Badger Mountain Subarea neighborhoods are home to people in all stages of their lives, from children to the elderly. People here share and enjoy an exceptional quality of life due to the unique physical environment, which complements that found in other Richland neighborhoods. Residents find numerous opportunities to stay healthy by using the connected trails and parks that offer beautiful vistas to the nearby ridges. Just a walkable few blocks away from many homes is a park or a community gathering place where people come together to barbeque, play sports or have a quiet conversation. Most children can walk to their schools because they are only a short distance from their homes. Parents feel safe for their children because they know their neighbors and other parents along the school routes.

Residents also come together at the farmers' market, bookstore, shops or other gathering places. Young professionals are attracted here because the area offers a wide range of housing choices, many in neighborhoods that are built with the latest green technologies. They find a variety of stores, restaurants, and recreational opportunities that cater to people at all stages of their careers. They appreciate the quality of life as reflected in building and landscape design, and the human scale of the commercial structures. Older residents enjoy their homes without having to maintain large yards; they meet over the community gardens or at one of the community centers for an outdoor summer concert.

Residents can get anywhere within their community on local streets, the pedestrian trails, by bike or by accessing the fine transit service that runs within the neighborhoods. Some people who live in this area of the city will have opened their own business here, while others will work nearby at one of the office parks, businesses or other employment places. Tourists will find their way to the distinctive Badger Mountain South Wine Village and related shops where they can stay to explore the many tasting rooms and view demonstration vineyards that have many sustainable features, or take classes and explore the fine regional wineries located in nearby Red Mountain and throughout the area.

This Vision Statement is intended to guide future planning efforts as well to describe the quality of life being advanced through the Subarea Plan. The Badger Mountain Subarea is intended to be developed to protect existing residential land uses, conserve and protect natural systems, and provide quality and choice in housing, shopping, employment, education, transportation, and recreation. The Subarea Plan proposes a healthy balance of market-driven, private sector uses along with a range of public facilities, open space, parks and trail uses. It anticipates the future by identifying and promoting uses, activities and institutions that will accommodate and attract new jobs to the City of Richland. It identifies the community facilities and infrastructure necessary to support the planned uses including the local

transportation system, pedestrian trails and bikeways. The location and mix of uses within the area of the Subarea Plan are intended to minimize noise, traffic and other potential environmental impacts to create residential and business neighborhoods that are healthy to the people who live, work or visit there.

The Badger Mountain Subarea is sufficiently large and well-situated to accommodate new local and regional employment centers while providing opportunities for a full range of commercial activity from those supporting local convenience needs to areas for regional tourist activities. Additional jobs associated with these types of uses will range from entry level to professional and can help to diversify the local Richland economy. A more diversified economy will help to sustain the balance between jobs and housing that supports the high quality of life found in the City of Richland.

Residential neighborhoods are the foundation of the Richland community and the residents provide strong support for local business growth and expansion. The Subarea Plan establishes a range of housing densities in neighborhoods that can accommodate a variety of housing preferences. Many neighborhoods will be close by a walking or bike trail to facilitate a healthy lifestyle and to offer transportation options. Most streets will be planned with multiple connections and in some areas higher density will be encouraged along arterials to support the future expansion of transit.

Key to this development concept is that much of the current undeveloped portion of the planning area, that is, the large, vacant acreage now under single ownership and referenced in this plan as Badger Mountain South, will be developed according to sustainable development principles intended to advance the quality of life of residents and businesses, and reduce energy use and conserve resources. The consideration of the Badger Mountain South as a whole permits the creative deliberation of both thoughtful planning and intelligent architecture so that energy efficient measures for both infrastructure and land uses can yield the greatest benefit to the community, the city and the region. Conservation measures and development standards will be built into the related Badger Mountain South Development Agreement (BMSDA). The development agreement is a legal tool that allows the customization of development standards that most efficiently and effectively implement the City's Comprehensive Plan on a project-specific basis. It is within the BMSDA that the broad principles of sustainability and project design described in the Subarea Plan are defined. The BMSDA would be reviewed and approved at time of annexation into the city.

4 Goals and Policies

A Subarea Plan must be consistent with the general goals and policies of the City of Richland's Comprehensive Plan, which is itself consistent with the Benton County-Wide Planning Policies and the Growth Management Act. The Badger Mountain Subarea Plan (BMSP) is consistent with the Comprehensive Plan goals and policies and further implements those goals in an identified area where the city's growth will occur, accommodating its future land use needs. The BMSP treats that portion of the subarea called Badger Mountain South as unique and distinct because it is expected to follow sustainable development principles that introduce additional development constraints and opportunities, as compared to the remainder of the city. Certain policies and implementation tools are to be tested in this area and considered for application in other areas of the city in the future.

The Subarea Plan is also a document that reflects the city's direction found in the City of Richland's Strategic Plan "7 Keys to Unlock Our Future." The Strategic Plan identifies the city's desire, or vision, to:

- Grow the city's tax base;
- Leverage investment through public-private partnerships;
- Acquire property for infrastructure and investment;
- Protect water resources;
- Establish entryways and gateways;
- Identify opportunities for recreational and leisure activities;
- Optimize the use of new parks and recreation facilities to meet the needs of the community; and
- Encourage the development of walkable neighborhoods with nearby services.

These strategic elements of the city's vision are addressed within the BMSP. The goals and policies of the City's Comprehensive Plan also apply to the Badger Mountain Subarea. In addition, new policies are proposed that focus on development of the Badger Mountain Subarea. The new policies are numbered and identified below to reflect the Comprehensive Plan element goal most closely associated with the new policy including Land Use, Economic Development, Housing Element or Urban Design. "BMLU" for example, means *Badger Mountain Land Use*.

4.1 Badger Mountain Subarea Goals and Policies

Comprehensive Plan Land Use Goal 1. The City will establish land uses that encourage cost-effective development.

BMLU Policy 1.1 – Phase development within the Badger Mountain Subarea over a 20-year planning period so that it can capitalize on existing and planned infrastructure improvements and develop those uses with the best revenue generation potential first in order to support the required initial infrastructure investments.

BMLU Policy 1.2 – Link development of the northeast portion of the Badger Mountain Subarea into the existing street network to the south and east, and over time, to the City’s planned transportation network.

BMLU Policy 1.3 – Focus development at the Dallas Road and I-82 interchange where projected land uses can most readily accommodate anticipated costs for infrastructure improvements.

BMLU Policy 1.4 – Support the sustainable development practices proposed for Badger Mountain South including a mix of land uses and densities to facilitate transit use and walkability, and increased water and energy conservation measures.

Comprehensive Plan Economic Development Goal 6. Richland has established a sense of place that appeals to citizens of all ages. The City has become the entertainment and upscale retail center for the Tri-Cities with a range of retail and service businesses that meet the needs of local residents and visitors to the community.

BMED Policy 6.1 – Provide areas for new commercial activity that can accommodate the needs of businesses, residents and visitors.

BMED Policy 6.2- Accommodate employment growth with a balance of retail, business, commercial, office park and tourism-related uses.

BMED Policy 6.3 – Encourage the development of Neighborhood Activity Centers where local shopping needs can be accommodated while supporting the reduction of travel trips.

BMED Policy 6.4 – Cooperate with other governmental entities to develop tourism uses that capitalize on the growing Washington wine industry.

BMED Policy 6.5 – Consider opportunities for public-private partnerships that enhance Richland’s economic competitiveness and promote job growth.

BMED Policy 6.6 – Encourage the siting of commercial uses and business areas to serve adjacent neighborhoods.

BMED Policy 6.7 – Capture emerging housing and commercial market growth by providing the necessary infrastructure.

BMED Policy 6.8 – Ensure the availability of sufficient quantities of land suitable for new employment centers.

Comprehensive Plan Housing Element Goal 3. Accommodate growth and maintain affordability.

BMHE Policy 3.1 – Support the development of residential neighborhoods that provide a variety of housing types, styles and densities to serve a broad spectrum of incomes, ages, and life stages.

BMHE Policy 3.2 –Promote walkable neighborhoods by encouraging a mix of land uses, nodes of higher land use intensity and access to sidewalks and a connected trail and parks system.

BMHE Policy 3.3 –Encourage higher density housing close to employment centers, retail and services, and along arterials to support the efficient expansion of public transit.

BMHE Policy 3.4 –Support the development of energy-efficient housing choices.

Comprehensive Plan Land Use Goal 5. The City will encourage efficient use and location of municipal and public facilities such as transportation centers, utility facilities, schools, parks and other public uses.

BMLU Policy 5.1 – Accommodate bicycles and pedestrians in roadway designs.

BMLU Policy 5.2 – Identify a sufficient area for a future transit facility within the Badger Mountain Subarea.

BMLU Policy 5.3 –Locate school facilities using sound urban design principles and work with the school districts to identify future school sites that are walkable.

BMLU Policy 5.4 – Encourage the wise use of public dollars by providing for the joint use of public facilities, particularly between schools and parks.

BMLU Policy 5.5 – Provide for an integrated system of parks, trails, and open spaces that will link to other city facilities as growth occurs.

BMLU Policy 5.6 – Provide opportunities for multi-use civic facilities such as community centers, libraries, parks, schools, gazebos and other gathering places.

BMLU Policy 5.7 – Participate in the dialogue among residents and educational institutions when those institutions seek to expand or make significant changes to their facilities or campuses.

BMLU Policy 5.8 – Consider new and emerging technologies that support sustainable development principles and encourage the use of appropriate technologies with Badger Mountain South.

Comprehensive Plan Land Use Goal 6. The City will protect and conserve its natural resources and critical lands and provide public access based on ability of the resource to support the use.

BMLU Policy 6.1 – Encourage the creation of a system of connected neighborhood and community parks, open spaces, trails and preserved natural areas within the Badger Mountain Subarea.

BMLU Policy 6.2 – Link new trails to the city’s existing trail system when possible.

BMLU Policy 6.3 – Promote the use of native and climate-adapted landscaping materials where possible.

BMLU Policy 6.4 – Plan the location and design of trails, open space and parks to include known areas of geologic or environmental significance including steep slopes, natural drainage contours, significant views, glacial erratics and others.

Comprehensive Plan Urban Design Goal 1. The City will create a well-planned community with an aesthetically pleasing environment.

BMUD Policy 1.1 – Use site planning techniques such as buffers, setbacks or trail corridors to transition development of the Badger Mountain Subarea with existing neighborhoods.

BMUD Policy 1.2 – Consider additional dark-sky measures beyond those in existing city code.

BMUD Policy 1.3 – Support the development of the Badger Mountain South area by encouraging a development pattern that resembles traditional neighborhood design.

BMUD Policy 1.4 – Develop and adopt the use of a detailed land use and development regulation for Badger Mountain South to facilitate the overall design and sustainability objectives of the planned development.

BMUD Policy 1.5 – Consider alternate road widths, parking standards, and unique approaches to streetscape design for areas within Badger Mountain South to accommodate multi-modal transportation choices, to enhance pedestrian safety and to encourage walkability.

5 Land Use Plan: Overview

Development in the Badger Mountain Subarea is intended to provide a healthy balance of market driven, private sector uses with a wide range of public uses. The Land Use portion of the plan is fundamental to creating a platform for a vibrant, economically strong, environmentally responsible, and attractive area that captures future growth. Its main focus is establishing areas where people will live, where they will work and where public spaces, parks and natural areas will be located. **Table 3** below provides an overall summary of the land uses with acreages within the Subarea and **Figure 1** shows this in graphic form. The Subarea contains a variety of opportunities to develop housing and commercial uses as well as locations for educational uses, parks, civic spaces and other uses that complement Richland’s urban character and strengthens and diversifies its economic base.

Table 3: Badger Mountain Subarea Land Use Summary

Land Use by Type	Gross Acreage ⁶ (estimated acres)	Percentage of Total	Estimated Number of All Housing Units ⁷
All Residential	1,324 acres	66%	6,247 units
Low-density ⁸	451 acres	(34% of residential)	571 units
Medium-density ⁹	718 acres	(54% of residential)	3,676 units
High-density ¹⁰	155 acres	(12% of residential)	2,000 units
Commercial/Office/Retail/ Destination Retail ¹¹	225 acres	11%	NA
Open space, parks, trails schools and other public buildings ¹²	464 acres	23%	NA
Total All Uses	2,013 acres	100%	NA

⁶ “Gross Acreage” figure includes future ROW; actual acreage will be refined during the site plan and subdivision process.

⁷ “All Housing Units” category includes an estimate of new units as well as those all ready existing within the Subarea; actual number of new units will be determined during subdivision process.

⁸ Low-density development ranges between 0-5 DU/acre.

⁹ Medium-density ranges between 5.1-10DU/acre.

¹⁰ High-density of 10.1+DU/acre found only in Badger Mountain South.

¹¹ Includes 200 acres in Badger Mountain South and 25 acres in all other undeveloped properties.

¹² Includes 444 acres in Badger Mountain South, 15 acres owned by Richland School District and 20 acres in all other undeveloped properties.

Today within the Badger Mountain Subarea, 75 percent of the land area is controlled by a single ownership group; that area is called Badger Mountain South in this plan. The previous development concept for Badger Mountain South, approved by the Benton County Board of Commissioners in 2001, was a suburban-style, low-density residential development with golf course and, near Dallas Road, commercial uses. That original development concept is no longer proposed. In its place, and included within this document, is a project that more closely reflects the historic urban qualities found in the City of Richland, with an added focus to foster sustainable development including the principles of complementary mix of uses, a connected street system providing transportation choice, and compact building design, all with the goal of creating great neighborhoods. These development concepts apply to Badger Mountain South while the City's traditional land use regulations apply to the remainder of the subarea.

Undeveloped areas located within the Subarea but outside of Badger Mountain South are proposed to develop primarily as single family residential land uses with some commercial uses.



This page intentionally left blank.

The following sections discuss in more detail the proposed land uses and their distribution within the Subarea and distinguish between properties within Badger Mountain South and all other properties in the Subarea.

5.1 Land Use Designations

The City of Richland wishes to capture residential growth to develop as healthy neighborhoods and attract new workers and businesses that add to the economic vitality of the community. The Land Use Plan contains nine (9) separate land use designations which are defined below and are illustrated in **Figure 1, Badger Mountain Subarea Land Use Plan**. These land use categories are intended to accommodate the needs of residents within new neighborhoods, deliver the need for additional goods and services within Richland and from other nearby cities, and to capture revenue from area tourists. Within the Badger Mountain South area, a mixing of the following land use categories will be encouraged to implement sustainable development principles.

5.2 Residential Land Uses Categories

In the Badger Mountain Subarea Plan, residential land uses consume about 69 percent of the total gross land area. Three residential classifications are proposed. Each of these residential classifications represents a range of residential densities allowed within any particular development. By allowing a range of densities, residential development can provide a mix of housing types to better meet the needs of housing consumers at different stages of their lives, and in different economic situations. Having a broad range of housing choices allows people more opportunities in choice of jobs, schools, and connection to the community at large while fostering vibrant and age-integrated neighborhoods.

Within the classification of residential uses, densities that range between 1 and 20 dwelling units to the acre will result in about 6,247 housing units being added in the City of Richland over the course of the 20 year planning timeline.

A small number of these dwelling units are already developed or developing now in the Subarea. The Badger Mountain Plateau neighborhood just north of Rancho Reata has 23 two-acre lots that were previously developed. A final plat was recently approved for the 78 lot Reata Ridge subdivision lying in the southeast of the Subarea. A preliminary plat called Hidden Hills with 58 half-acre-plus lots and located just east of and adjacent to the Badger Mountain Plateau neighborhood, was recently approved by Benton County. The Reata Place preliminary plat with 15 residential lots and located south of Reata Road was recently submitted to Benton County¹³. These developed or developing residential land uses

¹³ Both the Hidden Hills and the Reata Place subdivisions are considered as “undeveloped” properties in the Subarea Plan because neither has reached final plat approval in the County review process.

complement the established residential neighborhood of El Rancho Reata and those south of Reata Road as properties at both locations will be bordered by other, low-density residential land uses.

Other undeveloped properties in the Subarea, identified in **Table 2** as “Wilson” and “Other,” are expected to continue to develop primarily with low and medium-density residential land uses, resulting in an estimated additional 1,143 housing units, although the actual number of new units developed may be higher or lower over the planning timeline¹⁴.

In the Badger Mountain South properties, neighborhoods are intended to include a mix of housing types, densities and other complementary, non-residential uses. Most residences will be connected both within each neighborhood and to the greater community through their relationship to a trail, park or preserved open space. This mix of uses and densities will foster a unique and high quality of life for people living here. The proposed development pattern will also help reduce traffic congestion and long commutes by having locations for employment both within and close by residential neighborhoods. In neighborhoods that contain more than one type of land use, uses are regulated by building type and by design standards in order to control intensity, protect neighborhood scale and maintain pedestrian access. This approach provides development flexibility by identifying other land uses that are compatible with residential while also protecting the integrity of those same neighborhoods.

Among residential land use categories within Badger Mountain South, single family land uses predominate with an anticipated 3,000 units. Urban-size lots that average 5,000 square feet will consume about 553 gross acres; larger single-family lots of about 20,000 square feet are also included, consuming about 142 gross acres, located primarily along the project boundaries. Development of housing other than single family residences is also anticipated. Townhomes, apartments, live-work spaces and residential within mixed-use buildings are also planned, averaging about 18 dwelling units to the acre, or about 2,000 total multi-family units.

Table 4 below provides a summary of residential land uses in Badger Mountain South and **Figure 2** provides a conceptual, pictorial representation of how development could occur there. New residential development in Badger Mountain South will contribute to the diversity of Richland’s existing housing stock including housing prices which can support moderate to middle income households. Accessory dwelling units may provide affordable housing options for new households or for older adults such as a parent or elderly relative while housing in mixed-use structures is often well-situated to persons new to the housing market. Residential units within mixed used buildings are located to take advantage of transit and nearby services and can add to the liveliness of the neighborhood. Units found in mixed use structures are included within the multi-family unit counts below; accessory dwelling units are not identified in the unit counts.

¹⁴ Figure is comprised of an estimate of 1,128 new housing units north of Reata Road and 15 new units south of Reata Road.

Table 4: Badger Mountain South Residential Land Use Summary

Residential Use by Type	Area¹⁵ (estimated gross acres)	Number of Units	Percentage of Total Units
Single-family Large Lot ¹⁶	142 acres	250 units	5%
Single-family Urban Lot ¹⁷	553 acres	2,750 units	55%
Multi-family Residential ¹⁸	155 acres	2,000 units	40%
All Residential within Badger Mountain South	850 acres	5,000 units	100%

Badger Mountain South neighborhoods will be interconnected by a variety of trails and bikeways so that neighborhoods are walkable and residents' transportation needs can be met in a number of different ways. Street layouts within the Badger Mountain South neighborhoods will be organized to allow building sites that maximize the solar access orientation of structures and that ensure safety and mobility for pedestrians and other non-motorized transport. Other sustainable development principles found in Badger Mountain South are discussed in more detail on page 34, and are intended to foster neighborhoods that are unique to the community and that provide a high quality and healthy living environment.

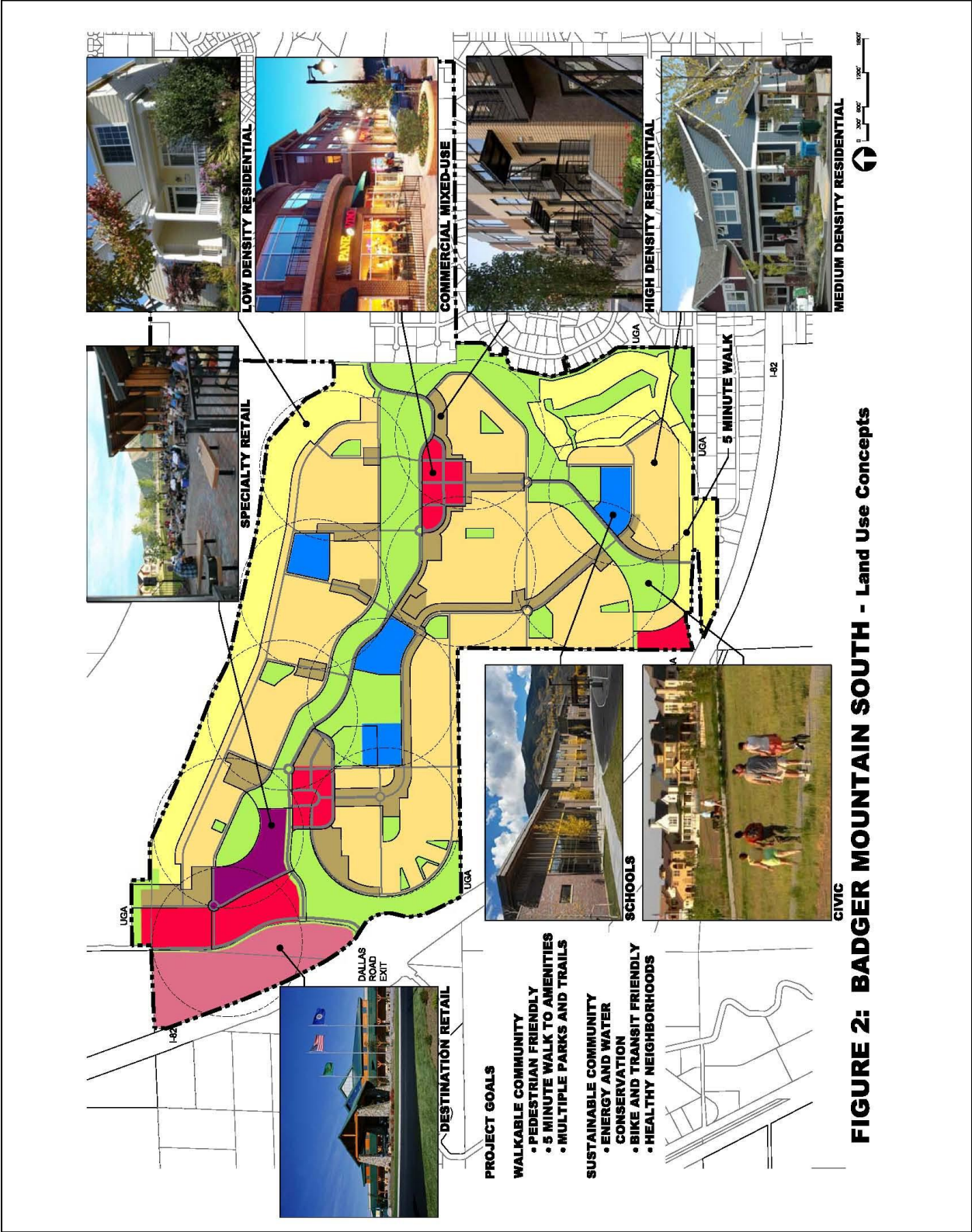
¹⁵ Acreages include ROW.

¹⁶ Large lots range from 16, 500 square feet to more than 20,000 square feet.

¹⁷ Urban lots have an average size of 5,000 square feet.

¹⁸ Multi-family residential includes townhomes, apartments, live-work units and residential within mixed-use structures.

Figure 2: Badger Mountain South Land Use Concepts



5.3 Description of Residential Density

Badger Mountain Low-Density Residential (0 - 5 du/acre):

The Badger Mountain Low-Density Residential (BMLDR) designation includes the existing and vested low-density subdivisions within the Subarea while also accommodating the development of new low-density dwellings. It is intended to accommodate a variety of housing types and sizes. It supports the idea that housing choice and opportunities for homeownership responds best when a mixture of price ranges are available within the new neighborhoods of the Badger Mountain Subarea.

The BMLDR designation also provides a transition between the existing Badger Mountain Plateau and El Rancho Reata neighborhoods with the new, denser neighborhoods proposed within the Badger Mountain South development.

Badger Mountain Medium-Density Residential (5.1 – 10 du/acre):

The Badger Mountain Medium-Density Residential (BMMDR) classification supports the idea that housing choice and homeownership should come in a mix of price ranges within the new neighborhoods of the Subarea.

Within Badger Mountain South, this land use designation is primarily comprised of traditional, urban-sized, single-family lots that average 5,000 square feet. However, it can also accommodate other types of dwellings including mansion apartments, cottages, condominiums, cooperatives and co-housing. Design and site standards that foster a sense of place will be applied to these Badger Mountain South properties. Medium-density designated land areas within Badger Mountain South may also include up to three elementary schools and one middle school location, sited to provide a walkable-orientation for neighborhood children.

Badger Mountain High-Density Residential (10.1 + du/acre):

The High-Density Residential (BMMHDR) classification is found only within the Badger Mountain South neighborhoods. It is situated principally along the main collector roads in the Subarea as well as within the identified Mixed-use Villages (Neighborhood Activity Centers). The BMMHDR designation largely provides for development of multiple family dwellings at a higher density and may include apartments, condominiums, townhomes and live-work units. Some units may be within mixed-use structures. The BMHDR category also supports and facilitates economic development because housing developed within this type of classification is shown to attract residents likely to work in emerging labor markets of the knowledge-based economy.

The intent of the BMHD classification is to provide a quality, multiple-family living environment that is attractive to a broad demographic including the elderly, married couples without children and single people who want to live in an urban environment, close to shopping and to their work.¹⁹ The BMHDR category will also provide sufficient design flexibility to adjust the type of residential units to best meet the objectives of the unique Badger Mountain South goals of sustainability and walkability, as well as providing higher density housing adjacent to transportation facilities that can encourage the expansion and use of public transit within the Subarea. Uses such as private parks and open spaces/institutional facilities, churches and other religious institutions, and commercial uses which are compatible with and oriented towards the needs of these developments may also allowed.

5.4 Other Land Use Designations

Besides residentially designated property, the Subarea Plan contains six (6) other land use designations which are defined and illustrated in **Figure 1**. The nonresidential land use classifications are intended to accommodate the needs of the new residents, the need for additional services within Richland and other nearby cities, as well as accommodating tourists and other visitors over the 20 year planning timeline. **Table 5** below provides an overall summary of the development potential of the commercially designated properties in the Badger Mountain Subarea.

¹⁹ “As (baby boomers) sell off their homes, they will relocate into smaller ones, including multifamily options. Other demographic trends are afoot as well. In addition to more senior households, the numbers of households without children will represent the lion’s share of household growth. Indeed, single-person households will rival households with children and will be the fastest-growing market segment.” Nelson, Arthur C., “Demographic Outlook”, *Urban Land*, Sept. 2009: 196.

Table 5: Badger Mountain Subarea Commercial Land Use Summary

Commercial Use by Type	Area (estimated gross acres)	Percentage of Total Commercial Acres	Potential Developable Commercial Square Feet²⁰
Commercial	25 acres	11%	544,500 sq. ft.
Commercial Mixed-Use	90 acres	40%	490,050 sq. ft. ²¹
Specialty Retail	28 acres	12%	250,000 sq. ft. ²²
Destination Retail	82 acres	37%	1.8M sq. ft.
All Commercial Uses	225 acres	100%	2,859,550 sq. ft

5.6 Commercial Categories

For Richland to continue to have a strong economy and to thrive, the city must have land for employment centers that can capitalize on the city's historic strengths, respond to emerging markets and provide room for economic diversification through business expansion and new business establishment. The Badger Mountain Subarea Plan includes a variety of areas for economic activity as described in the following paragraphs. Areas identified for economic activity are intended to provide a flexible range of commercial and business-related environments that are tailored to different business needs, i.e., highway oriented commercial, hospitality, neighborhood centers and independent retail, medical or commercial office and pedestrian-oriented mixed use. By providing opportunity for business growth and expansion, related job growth will occur for occupations ranging from manager to entry-level positions.

Some commercial designations described below apply only to areas within the Badger Mountain South properties while others apply to the remaining properties of the Subarea. The commercial categories

²⁰ Assumes a typical commercial lot consumes 50% of area for nonbuilding footprint (parking, landscaping and other); buildings will vary from one to three stories tall although this figure is most closely aligned with single-story structures.

²¹ Assumes mixed-use buildings will contain about 25% commercial to 75% residential; actual build out percentages will respond to market conditions.

²² Development concept for Specialty Retail includes wine-related businesses, retail and wine-industry support facilities and hospitality, education center, and outdoor amphitheater.

that apply only to Badger Mountain South are distinct because they are tied to development and design standards that are intended to be part of the Badger Mountain South Development Agreement.

Commercial:

The Commercial (C) designation would allow retail business and service uses that provide products and services. It is found in future commercial nodes in areas outside of Badger Mountain South. The Commercial designation may include areas that provide limited retail business for the convenience of nearby neighborhoods or areas that provide a wider array of business and service uses.

Badger Mountain Commercial Mixed Use:

The Badger Mountain Commercial Mixed Use (BMCMU) designation applies only to properties in Badger Mountain South. It is concentrated within two neighborhood centers as well as being applied to some of the land area adjacent to Dallas Road. The purpose of the BMCMU designation is to concentrate a greater variety of activities within key areas of the community that include public transit, retail, medical and office uses along with residential uses. In many instances, residential will be located within many of the same commercial structures; some residential units may be live-work units where the living quarters is above one's shop or office. Residents will benefit by having a short walk for groceries, or to other stores and service providers, and businesses benefit by having customers living above or around them. Other areas identified for BMCMU may be appropriate for general and corporate office or limited medical facilities and other professional activities. In all cases, in areas identified as BMCMU an important component will be the inclusion of gathering places, public areas that help to provide a sense of identity and an opportunity for community-building.

The type, configuration, and density of development here will also appeal to neighborhood shoppers and will encourage pedestrian traffic between businesses, facilitate efficient mass transit, and consequently require less reliance on motor vehicles. Low intensity uses are not desirable within this area. However, places of worship and public uses including a fire station, satellite police facility, or public library branch can be important additions to the mixed use districts.

Badger Mountain Specialty Retail:

The Badger Mountain Specialty Retail (BMSR) commercial designation is identified for areas that will be developed to have a particular draw for tourists or other visitors, while also providing goods and services to the local population. This land use designation is only found within the Badger Mountain South area. It is intended that areas identified as BMSR be developed according to distinct design standards found in the related Badger Mountain South Development Agreement to ensure that a sense of cohesiveness is achieved through coordinated use of building materials, landscaping, signage and lighting. Its location near the freeway interchange will allow the creation of an attractive and inviting entry to South Richland and will concentrate the impact from more auto-oriented uses away from the primary residential neighborhoods.

The area identified as BMSR is being planned to develop as the Badger Mountain South Wine Village and would include a variety of uses and employers such as a wine business incubator, other wineries, demonstration vineyards, boutique hotel, other retail, and goods and services associated with wineries and hospitality in general. The concept plan also includes a public gathering plaza, outdoor amphitheater and sustainable design demonstration features. The build out of the Badger Mountain South Wine Village would occur in stages dependent upon market conditions.

Badger Mountain Destination Retail:

Badger Mountain Destination Retail (BMDR) is a land use designation applicable to properties in Badger Mountain South that lie west of Dallas Road at the I-82 interchange. The purpose of this designation is to capture retail and other commercial users that provide goods and services to both the nearby neighborhoods and to the traveling public. At full build out this area would contain a well-conceived and well-designed retail center with a variety and mix of uses, including anchor stores, multi-screen theater, restaurants, service stations, as well as a major, stand-alone retailer. This district is especially suitable for freeway-related uses, including high volume retail, food and specialty stores. Uses here would be sited using the design guidelines found in the Badger Mountain South Development Agreement in order to provide an attractive southern gateway to the City of Richland and to the neighborhoods within the Badger Mountain Subarea.

5.7 Other Categories

Badger Mountain Civic Uses:

Badger Mountain Civic Uses are uses and places that play an important component to community placemaking. They help to identify a neighborhood or area and give it a distinct and recognizable identity. Neighborhoods and communities are often identified by the school attended by neighborhood children or by the park or other community facility within the neighborhood. In this Plan, civic uses and spaces include schools, neighborhood and community parks, green spaces, trails, community facilities or buildings including churches, post office or public service buildings, plazas and playgrounds. Not all civic spaces are places that are owned and maintained by the city but they are places that people know, gather and relate to because some activity within the space appeals to and functions with some or all within the community. Within the Badger Mountain South properties, approximately 30 percent of the land area is identified as Civic Uses.

In **Figure 1**, the Land Use Plan found on page 19, schools, which are identified here as civic uses, are distinguished from other civic uses because it is important to shown how they relate to and are integrated within the proposed neighborhoods. Civic uses that include active and passive open space and park uses are discussed in more detail beginning on page 38, the **Parks, Trails and Open Space Section**.

6 Population Projections and Assumptions

6.1 Population

Population growth in the Badger Mountain Subarea will respond to national, statewide and regional population and economic trends. With the national economy in its current state, most communities in Washington are expected to grow slower for the next few years.²³ However, the City of Richland's economic outlook is strong and the city can expect additional job growth and housing demand particularly in light of 2009 federal financial commitments of nearly \$2 billion through the American Recovery and Reinvestment Act to fund Hanford cleanup activities.

The Washington State Office of Financial Management (OFM) calculates population projections and assigns them to each county. Benton County apportions its allocated projected population to each jurisdiction in the county. The City of Richland was assigned 28 percent of the total expected population growth in the county. The Benton County Comprehensive Plan, using OFM's high projection allocation, identifies that Richland's population by 2030 will be 69,540 persons, or 22,530 more people than included in the city's 2009 OFM population estimate.

During the expected 20 year planning period, the Badger Mountain Subarea will capture a major portion of Richland's expected population growth and will reflect the age demographics of the city as a whole.

Table 6: Badger Mountain Subarea Population at Build Out

Total Number of New Housing Units²⁴	Percent of Occupied Housing Units²⁵	Average Household Size²⁶	Estimated Population
6,247	94.5	2.49	14,670

²³ See OFM's "Washington Population Growth Continues to Slow," June 29, 2009.

²⁴ See full discussion of Badger Mountain Subarea housing in Table 3 and related text.

²⁵ U.S. Census Bureau, Census 2000, Profile of General Demographic Characteristics for the City of Richland.

²⁶ Latest OFM Data.

Table 7: City, County and State Age of Population (2000 Census)

Age	City	Benton County	State
Birth to 17 years	27%	30%	26%
18 to 44 years	35%	37%	40%
45 to 64 years	25%	23%	23%
65 and older	13%	10%	11%
Median Age	38	34	39

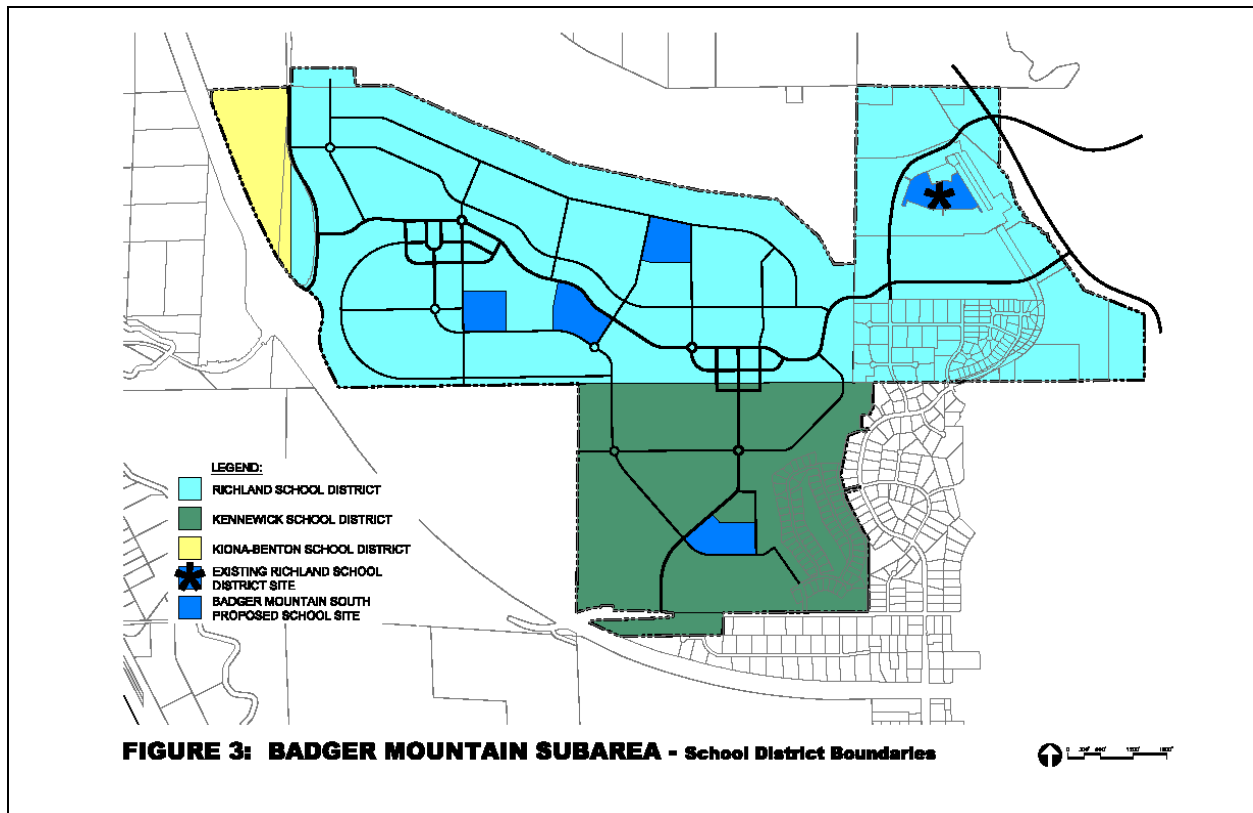
6.2 School Population

The Badger Mountain Subarea includes properties that lie within three school districts, the Kiona-Benton School District, the Richland School District and Kennewick School District, see **Figure 3** below. Because no residential development is planned within the Kiona-Benton School District, the following discussion about schools and projections of numbers of school children that could be generated from residential development here is focused on the remaining two districts.

School-aged children will be among the new residents of the Badger Mountain Subarea as it is expected that about 66 percent of the gross land area will become housing.²⁷ By projecting enrollments using the average numbers of students enrolled today in elementary and middle schools, it is anticipated that over time, there will be sufficient numbers of school children living within the Badger Mountain Subarea to impact school capacity in both the Richland and Kennewick School Districts for elementary-aged children. Within the area of the Richland School District, middle school-aged children will also be of sufficient numbers to impact the district's middle school facilities. It is not anticipated that either school district will see significant numbers of high school-aged children living within the Subarea.

²⁷ See "Land Use Plan Overview", page 20.

Figure 3: Badger Mountain Subarea School District Boundaries



The Richland School District now owns a 15 acre parcel located in the northeast of the Subarea. An additional four sites were identified for future school facilities in the area of Badger Mountain South, one in the Kennewick School District and three in the Richland School District. Both the possible school sites and the existing school district property are identified in **Figure 3**.

School sites which fall within the Badger Mountain South area were placed within neighborhoods and adjacent to other public facilities, like trails and parks, to promote a walkable facility and to support the overall development concept for Badger Mountain South of creating a “walkable and sustainable community.” Whether or not any of these sites become the actual locations for future school facilities within the Subarea will be determined as the project builds out over time and the districts determine their need for additional school capacity. If identified sites within the area of Badger Mountain South do not become school locations, these areas will develop with housing.

7 Sustainability Principles in Badger Mountain South

Throughout this Subarea Plan distinctions are made between Badger Mountain South and other areas included in the Subarea Plan. That distinction occurs because Badger Mountain South is intended to be designed as a walkable and sustainable community of neighborhoods and business areas that combine many of the historic Richland neighborhood development patterns with current thinking about sustainability. **Figure 4** below is a presentation of a schematic land use plan for Badger Mountain South. In the Badger Mountain South Development Agreement (BMSDA), the general layout and land use concepts will be consistent with the schematic concepts illustrated in **Figure 4**.

In Badger Mountain South, “sustainable development” means development that looks to the long-term social and environmental health of the community. Sustainable development is often best understood through its core principles of compact design, mix of uses, energy conservation, walkability, connectivity and housing and transportation choice. The goal of sustainable development is to promote a livable community and make better use of both land and public investment in infrastructure.

- Compact Design

Compact design is recognized as an element of sustainable development because it includes a reduction in infrastructure, yields a higher proportion of contiguous preserved open space, is more conducive to walking and promotes transit use.²⁸ Although compact design can take many forms, within Badger Mountain South it means that housing areas will include a mix of densities, including areas of higher density, and that other non-residential uses will be permitted when they are designed to address the issues of scale, form and intensity.

- Mix of Uses

The integration of mixed land uses into neighborhoods is a key element of creating an attractive place to live. Commercial uses in close proximity to residential areas encourage alternatives to driving -- walking and biking become viable mobility options. Mixed land uses also provide a more diverse and sizable population and commercial base for supporting public transit. Businesses recognize the benefits of attracting more customers and workers who live nearby.

- Energy Conservation

Reducing energy use through conservation, design and construction plays a significant role in sustainability. In Badger Mountain South building placement and materials, parking layout and landscape material selection will all reflect the underlying goal of reducing energy use.

²⁸ Ford, Jonathan, P.E. “Smart Growth and Conventional Suburban Development: Which Costs More?” An infrastructure case study completed for the EPA , Morris Beacon Design, July 9, 2009.

- Walkability

A walkable community locates goods (such as housing, offices, and retail) and services (such as transportation, schools, libraries) that a resident or employee needs on a regular basis within an easy and safe walk. It makes pedestrian activity possible, expanding transportation options, and creating a streetscape that better serves a range of users -- pedestrians, bicyclists, transit riders, and vehicles. Incorporating schools into neighborhoods promotes walkable schools. In Badger Mountain South walkability is addressed by using the “5 minute walk” yardstick. Each neighborhood is designed to create multiple destinations within a five-minute walk for 75 percent of the future households.

- Connectivity

In Badger Mountain South approximately 30 percent of the developable area will remain available for the community as parks, trails and open space. Connected open space in Badger Mountain South means a resident living near Reata Road will be able to walk or bike to the commercial and employment activities near Dallas Road, without ever getting onto the street system. Vehicle users will have multiple ways to get from one place to the other because of the connected layout of streets.

- Housing Choice

By providing a range of housing options for people in both types of housing and housing price, individuals and families can choose housing that best suits them. Housing diversity enables families to “move up” without moving out of their neighborhoods. When housing is available to a person at all stages of his or her life, intergenerational neighborhoods are created.

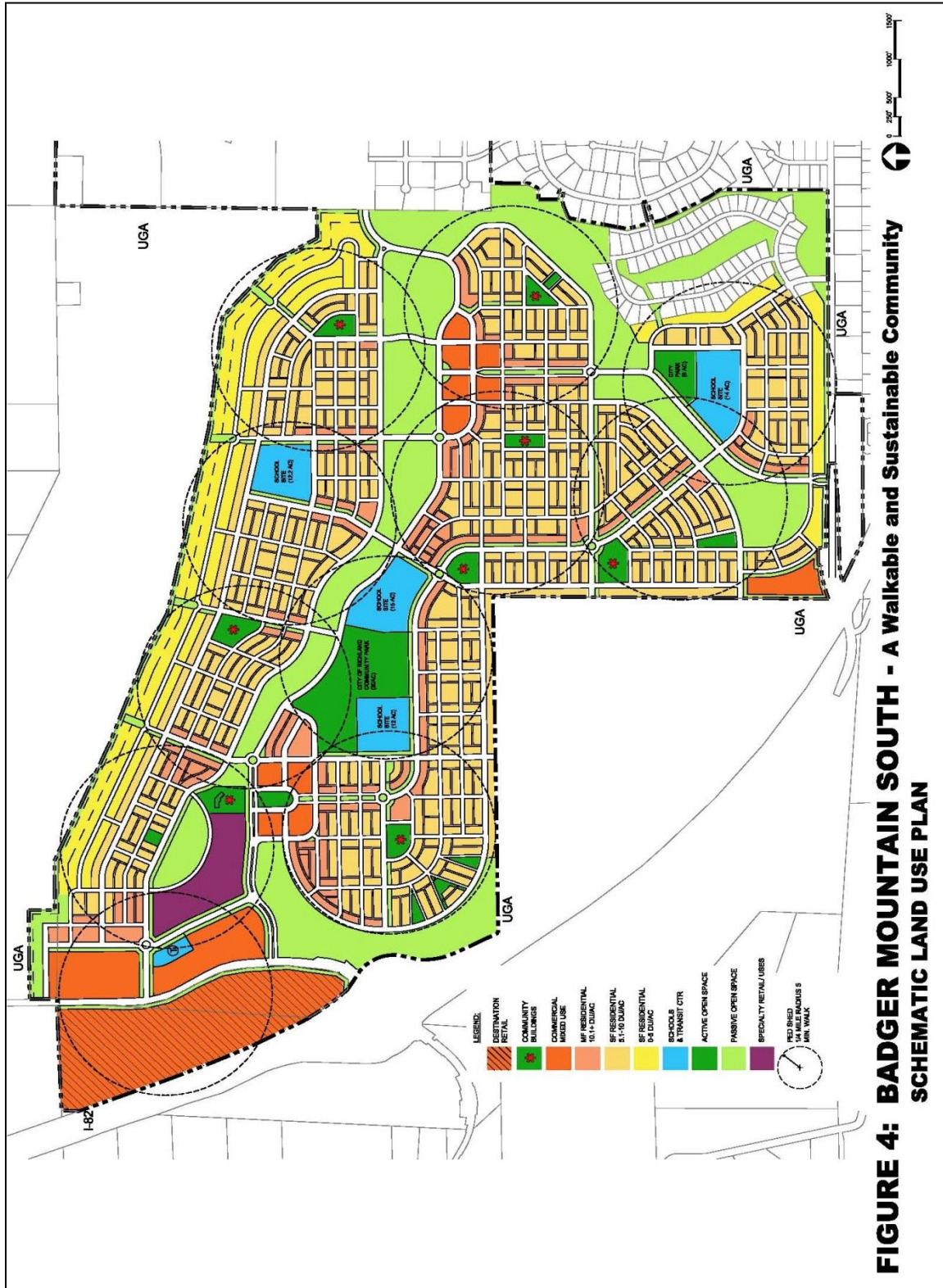
- Transportation Choice

To support transit at a minimum level, residential density must average four to five dwelling units to the acre.²⁹ Within Badger Mountain South residential densities will average about nine dwelling units to the acre.³⁰ To encourage transit long-term as a viable transportation option within Badger Mountain South, a site is identified adjacent to the major employment areas that may be appropriate for a future transit facility or in the short run, for vehicles of those participating in van pool transit.

²⁹ “Fun with Density and Transit Statistics,” posted June 26, 2007, www.PedShed.net.

³⁰ Net 9DU/acre is achieved by dividing all residential acres in Badger Mountain South by the total number of dwelling units.

Figure 4: Badger Mountain South - A Walkable and Sustainable Community



8 Relationship to City Codes, Regulations and Comprehensive Plan

The City of Richland has adopted zoning regulations (Title 23 in the Richland Municipal Code) that are consistent with and serve to implement the city's Comprehensive Plan. The Badger Mountain Subarea Plan will become an appendix of the Comprehensive Plan and related zoning and other development standards will implement the City's long-range plan.

In areas identified for single-family residential uses outside of Badger Mountain South, the Richland Zoning Regulations provide a range of residential densities. Those include the R-1-12, Single-Family Residential District with 12,000 square feet average lot size, the R-1-10, Single-Family Residential District with 10,000 square feet average lot size, and the R-2, medium density residential.

In areas identified for commercial uses outside of Badger Mountain South, the C-LB, Commercial Limited Business or the C-1, Neighborhood Retail Business District may be most appropriate.

To accommodate the goal of creating a walkable and sustainable community as proposed by Badger Mountain South, the zoning regulations will be replaced with land use and development regulations that are intended to be adopted as part of a Planned Unit Development. These regulations are designed to address both land uses as well as building forms including the relationship between building facades and streets; the form and mass of buildings in relation to one another; and the scale of streets and blocks. This approach can be used to implement the Badger Mountain South property owners' vision for compact, pedestrian-scale development.

This approach to implementing the Badger Mountain Subarea Plan zoning is supported by the city's Comprehensive Plan Land Use Goal 7 which states that "the City will address unique land use situations in the urban area with policies specific to those situations."

9 Parks, Trails and Open Space

The Badger Mountain Subarea is near the Benton County 574-acre Badger Mountain Centennial Preserve. This landmark is outside of the UGA and the Badger Mountain Subarea but it provides a strong sense of place or reference for all who will live, work or play in this area of Richland. People who live in the new neighborhoods or work in the commercial areas of the Badger Mountain Subarea will additionally find an array of recreational places, spaces and facilities available to them as the Subarea develops. People who live elsewhere in the city will also come here to use the bike trails, the public playfields or to enjoy the other civic spaces and activities. All will benefit from the wide variety of well-maintained parks, trails and open spaces. As the City of Richland's Parks, Trails and Open Space Master Plan (Parks Master Plan) states:

Every community needs facilities for recreational activity that includes physical education, organized athletics, and leisure time pursuits. These needs cannot be met without a wide variety of indoor and outdoor facilities. These facilities are essential in supporting community values and quality of life (p.5).

One of the most valued elements of a high quality living and working environment is a system of parks, trails and open spaces. The City currently maintains a recreation system that includes eight types of parks and open spaces – mini parks, neighborhood parks, community parks, regional parks, special use parks, linear parks, natural open space, and pathways and trails. The Richland Parks Master Plan also identifies Richland School District recreational facilities among those available to city residents as well as private recreational facilities that are most closely associated with particular groups, clubs or other private organizations. This wide assortment of recreational opportunities available for city residents indicates the importance the community assigns to these types of facilities, activities and places.

The Badger Mountain Subarea Plan includes the establishment of an extensive system of parks, playgrounds, trails and active and passive open space totaling approximately 460 acres and is spread across much of the Subarea. The list of types of uses and acreages associated with them are detailed below in **Table 10: Parks, Trails and Open Space Summary** and are geographically identified in **Figure 5: Badger Mountain Subarea Parks, Trails and Open Space Plan**.

The overarching goal to identifying this recreational network is to provide a range of activities that match the interests of Richland's residents and establish a quality of life that encourages the enjoyment of the outdoors and natural habitats. As can be noted in **Table 10**, some of the amenities identified here will be city-owned, developed and operated while others will be developed and operated by private homeowners associations as neighborhoods are built out. Since many of the facilities will be privately developed and maintained, the city's commitment to ongoing maintenance costs associated with such facilities is reduced.

In addition to space allocated to a city-developed, 30-acre Community Park and a 6-acre Neighborhood Park, other parks found here will include other privately-developed neighborhood parks, pocket parks, tot lots, picnic areas, dog parks and other specialty parks. Within Badger Mountain South a two miles-long linear park will include places for community gardens, trails and other recreational activities. This linear park helps give definition to the future neighborhoods and complement areas retained as natural habitat or open space. The extensive development of parks and play areas within the Badger Mountain South properties reflects the development commitment and goal of creating a “walkable and sustainable community.”

Within the Badger Mountain South area identified as Specialty Retail in **Figure 1**, page 19, the development concept includes a water feature and public amphitheater or informal performance venue, including a performance platform and grass seating area. These facilities will add to the attraction of the retail and hospitality uses expected to develop here but they also would be available to the community at large and provide different types of amenities than found elsewhere within the Subarea. By layering different types of recreational opportunities within the development of the Subarea, people who live, work or visit here will find a rich assortment of places to discover and enjoy. These activities, facilities and places will also facilitate intergenerational recreational events that support families, children, young adults and the elderly.

The city’s Parks Master Plan identifies Park Area Level of Service (LOS) Standards and these are captured below in **Table 9**. By identifying the extensive network of trails, open space and recreational facilities in **Table 10**, including an area for a city-developed 30-acre Community Park and 6-acre Neighborhood Park, the Subarea Plan meets City of Richland’s identified LOS for parks and other recreational facilities.

The city has adopted a park mitigation ordinance that requires developers to dedicate and/or improve park land or pay fees in lieu of park dedication. This system ensures that the necessary park facilities are provided to serve the population of the new development. It is anticipated that within Badger Mountain South, significant park lands will be dedicated to the city that will offset payment of mitigation fees. Some impact fees may be paid by developers of other properties within the Subarea.

Table 9: Level of Service (LOS) Standards

Facility	Existing LOS	Proposed LOS
Neighborhood Park ³¹	½ mile radius	Five neighborhood parks
Community Park	2 mile radius	One 30-acre community park
Other parks	NA ³²	60 acres of other parks in Badger Mountain South
Trails	NA	Additional Trails and Open Space = 320 acres
Open Space	NA	

9.1 Goals and Objectives

The City of Richland’s Parks Master Plan includes a number of goals and objectives related to the development, maintenance and programming for parks and recreational activities. It defines these as:

A goal is usually a broad statement, which gives the community a sense of direction and an end to which effort is directed. Objectives are a more precise statement, some specific action toward which effort is directed (p.20).

Below is a review of some of the City of Richland Parks Master Plan goals with new objectives identified that are specific to properties within the Subarea. In the text below, *BMSP* stands for “Badger Mountain Subarea Park.”

Goal #1. Provide an integrated system of parks, recreation facilities, trails and open spaces as an asset that enhances the community’s quality of life.

BMSP Objective 1.1 - Develop parks and open space that includes retaining existing drainage areas as natural open space, creating linear and other park types, and establishing a range of recreational opportunities that are linked by trails and walkways.

BMSP Objective 1.2 - Integrate natural habitat into parks and trail systems through the use of native and other drought-tolerant plantings that support the local wildlife and conserves water.

³¹ One of the five Neighborhood Parks is intended to be a city-developed and maintained park.

³² NA indicates that a LOS for this type of park has not been established.

Goal #4. Provide diverse active and passive recreational opportunities for residents and visitors of all ages, based on needs.

BMSP Objective 4.1 - Create opportunities for active and passive recreation through the establishment of civic gathering spaces, tot lots and other playgrounds, picnic areas, community gardens and a dog park.

BMSP Objective 4.2 – Establish public recreational facilities that also serve to enhance the visitor experience to the City of Richland.

Goal #6. Promote community beautification through enhancement of public spaces and thoroughfares, and encouragement of private property beautification.

BMSP Objective 6.1 - Provide a public gathering place with a panoramic viewpoint.

BMSP Objective 6.2 - Site a public art piece in Badger Mountain South dedicated to the concept of sustainable community.

BMSP Objective 6.3 - Integrate civic spaces or gathering places within commercial areas.

Goal #8. Develop new parks and redevelop existing parks to provide amenities in accordance with master plans and citizen input.

BMSP Objective 8.1 – Complete a master plan for the community park and for one of the neighborhood parks located within the Badger Mountain Subarea and implement.

Table 10: Badger Mountain Subarea Parks, Trails and Open Space Summary

Active Parks				
Quantity	Type	Site Size ³³ Total Acres	Typical Features	Service Area/ Maintenance
1	City Community Park	30 acres/ 30 acres	Natural areas, connected to trail system, recreational buildings, sports fields and courts, restrooms, picnic and playgrounds.	Service radius of 1 – 2 mile area; CM ³⁴
1	City Neighborhood Park	6 acres/ 6 acres	Playfields and courts, playgrounds, picnic shelter and tables.	Service radius of 1 mile and less; CM
5	Badger Mountain South Neighborhood Parks	3 to 4 acres/ 14 acres	Playgrounds, play courts, picnic areas, tables.	Service radius of 1 mile and less; MHOA ³⁵
+/-10	Badger Mountain South Mini Park	+/-1 acre/ 10 acres	Tot lots, benches, picnic tables.	Service radius of 2 to 3 blocks; MHOA
10	Badger Mountain South Special Use Park	1- 5 acres/ 20 acres	Serves individual neighborhoods with a wide range of types of activities including active/passive recreation; community gardens; dog park.	Service radius of ½ mile; MHOA
Total		84 Acres		
Passive Open Space and Trails ³⁶				
Several	Passive Open Space Class 1 trail Secondary trail	320 acres	Includes natural open space areas as well as trail systems that connect Badger Mountain South neighborhoods and major open space areas.	Serves entire community; CM for maintenance of trail surfaces only.
1	Equestrian Trail		Equestrian link between Reata Ridge and Rancho Reata subdivisions.	
Several	Public plazas and open space within Specialty Retail area		In addition to plazas, Specialty Retail area will include other public recreation features.	
Total		320 Acres		

³³ Acreages are approximate and will be finalized during platting and subdivision.

³⁴ CM means facility maintained by the City of Richland

³⁵ MHOA means facility maintained by private Home Owners Associations

³⁶ In a recent Richland Parks and Recreation Survey, over 66% of survey respondents identified the City's trail system as the most important recreation opportunity for their household.

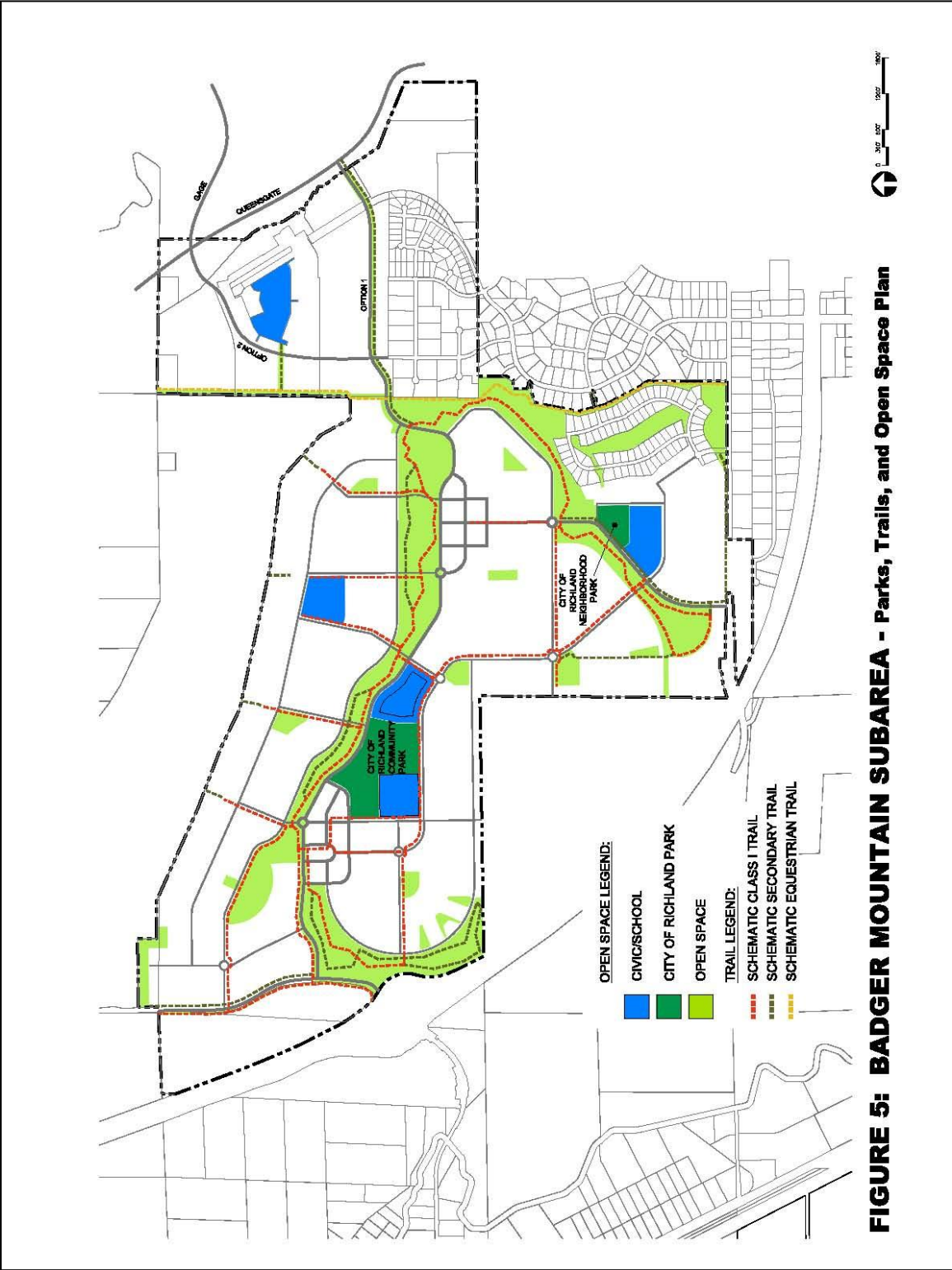
Table 10: Badger Mountain Subarea Parks, Trails and Open Space Summary*continued*

Community Building Area Open Space ³⁷				
Quantity	Type	Site Size/ Total acres	Features	Service Area
1	Middle School	10 acres/ 10 acres	Playfields/ passive green areas	Serves entire community
4	Elementary School	8.5 acres/ 34 acres	Playfields/ passive green areas	Serves entire community
8	Community Centers	2 to 3 acres/ 16 acres	Variety of open space areas	Serves entire community
Total		60 acres		
Total Parks, Trails and Open Space Acreage in Badger Mountain Subarea				464 acres ³⁸

³⁷ Actual sites for public buildings and other structures are larger than the acres shown here; Table 10 cites only acres developed as open space and playfields, not including the area of the building footprint.

³⁸ Total parks, trails and open space in Badger Mountain South = 444 acres; all other properties' parks, trails and open spaces = 20 acres.

Figure 5: Badger Mountain Subarea Parks, Trails and Open Space Plan



10 Transportation

The transportation system in the Badger Mountain Subarea is expected to accommodate traffic, pedestrians and bicyclists. The street system should be attractive and will be an important component to the final outcome of the neighborhood. Streets in the Subarea are expected to contribute to the quality of life and offer opportunities for multi-modal transportation options.

Portions of the Badger Mountain Subarea Transportation Plan are summarized here but it is fully developed in **Tab 1**. The plan includes an analysis of existing conditions at key intersections, evaluates the impact of future growth, and proposes appropriate mitigation measures.

10.1 Existing Conditions

Existing traffic volumes were recorded and analyzed at eleven major intersections that may be affected by development of the Subarea. The analysis of the existing conditions at these intersections found that most of the intersections and approaches operate with an existing Level of Service A or Level of Service B. Specific results are outlined in **Table 11: Existing Level of Service**, below.

Table 11: Existing Level of Service

<i>Intersection</i>	<i>Control</i>	<i>Approach</i>	<i>LOS</i>	<i>Delay (seconds per vehicle)</i>
(1) Dallas Rd & I-82 (SB)	Stop	Southbound	A	9.3
		Westbound	A	3.8
(2) Dallas Rd & I-82 (NB)	Stop	Northbound	A	9.5
		Eastbound	A	3.4
(3) Queensgate & Keene	Signal	Eastbound	C	33.7
		Westbound	C	29.6
		Southbound	C	30.0
		Overall	C	30.9
(4) Queensgate & I-182 (EB)	Signal	Eastbound	C	22.1
		Northbound	A	6.1
		Southbound	B	10.7
		Overall	A	9.9
(5) Queensgate & I-182 (WB)	Stop	Northbound	A	2.3
(6) Queensgate & Duportail	Signal	Eastbound	B	19.6
		Westbound	B	18.7
		Northbound	A	3.2
		Southbound	B	14.5
		Overall	B	13.7
(7) Keene & Bombing Range	Roundabout	Eastbound	B	12.1
		Northbound	B	14.2
		Westbound	A	8.2
		Southbound	B	14.7
		Overall	B	12.8
(8) Leslie & Gage	Signal	Eastbound	C	21.0
		Westbound	C	26.7
		Northbound	B	19.3
		Southbound	B	19.1
		Overall	C	22.2
(9) Badger & Leslie	All-Way Stop	Eastbound	C	21.7
		Westbound	C	16.3
		Northbound	D	27.2
		Southbound	C	17.5
		Overall	C	21.9
(10) Badger & I-82 (WB)	Stop	Westbound	B	14.5
		Southbound LT	A	8.1
(11) Badger & I-82 (EB)	Stop	Westbound	B	11.3
		Southbound LT	A	8.0

10.2 Future Conditions (Phase 1 of Development)

The analysis of future conditions assumes that primary access to the Subarea is to be via Dallas Road and the existing I-82 ramps. As the Subarea continues to develop, additional connections to Reata Road will provide access. A connection to the future extension of Queensgate Drive would also be provided by full build out of the Badger Mountain Subarea.

The number of trips at full build out of the Subarea was projected by using Land Use Codes found in the ITE Trip Generation Manual. Additionally, a significant amount of the future traffic volumes are

expected to remain internal to the Subarea. Trips between the retail/commercial sites and the residential areas would not add trips to the external intersections. An internal capture rate of 17 percent was utilized in the analysis.

The analysis of future conditions assumes that the build out of the Badger Mountain Subarea will be phased with the first phase expected to be built in roughly 5 years (year 2015) while the full build out of the Subarea will take 20 years. The first phase of development is assumed to be roughly 20% of the full Subarea build out, focusing on the west side of the Subarea.

The eleven intersections considered in **Table 11** were analyzed for future conditions (2015) both with and without the addition of traffic generated from the Badger Mountain Subarea. The future conditions without Badger Mountain traffic is similar to the existing conditions except that there are additional intersections operating at reduced level of service with low to moderate delays. The future conditions with Badger Mountain 2015 traffic indicate that the addition of Phase 1 Badger Mountain traffic would require several mitigations in order to ensure adequate flow on the roadway network surrounding the site. Specific results of the analysis are outlined in the following table.

Table 12: Future 2015 Level of Service

<i>Intersection</i>	<i>Control</i>	<i>Geometry</i>	<i>Without Project</i>		<i>With Project</i>	
			<i>LOS</i>	<i>Delay (seconds per vehicle)</i>	<i>LOS</i>	<i>Delay (seconds per vehicle)</i>
(1) Dallas and I-82 (SB)	Stop	Southbound	A	9.5	F	137.4
		Westbound	A	3.9	A	6.3
(2) Dallas and I-82 (NB)	Stop	Northbound	A	9.7	C	20.7
		Eastbound	A	3.4	A	1.1
(3) Queensgate and Keene	Signal	Eastbound	D	38.2	D	35.5
		Westbound	C	34.5	D	37.4
		Southbound Overall	D	29.3	D	40.6
			D	37.5	D	38.2
(4) Queensgate and I-182 (EB)	Signal	Eastbound	C	25.5	C	29.7
		Northbound	A	6.1	A	6.7
		Southbound	B	18.0	C	20.7
		Overall	B	14.6	B	16.8
(5) Queensgate and I-182 (WB)	Stop	Northbound	A	2.6	A	3.1
(6) Queensgate and Duportail	Signal	Eastbound	B	19.5	B	19.7
		Westbound	C	25.0	C	26.7
		Northbound	A	3.3	A	3.3
		Southbound	B	15.4	B	15.7
		Overall	B	17.1	B	18.2
(7) Keene and Bombing	Round- about	Eastbound	B	12.8	B	13.4
		Northbound	B	16.0	B	17.3
		Westbound	A	8.2	A	8.5
		Southbound	B	15.1	B	15.6
		Overall	B	13.5	B	14.2

(8) Leslie and Gage	Signal	Eastbound	D	29.2	D	31.1
		Westbound	C	18.9	C	19.7
		Northbound	E	41.2	F	62.8
		Southbound	C	21.8	D	29.2
		Overall	D	30.4	E	41.0
(9) Badger and Leslie	All-Way Stop	Eastbound	D	29.2	D	31.1
		Westbound	C	18.9	C	19.7
		Northbound	E	41.2	F	62.8
		Southbound	C	21.8	D	29.2
		Overall	D	30.4	E	41.0
(10) Badger and I-82 (WB)	Stop	Westbound	C	16.6	C	24.4
		Southbound LT	A	8.3	A	3.3
(11) Badger and I-82 (EB)	Stop	Westbound	B	11.9	B	12.4
		Southbound LT	A	8.1	A	8.1
(12) Dallas and Badger Mountain	Signal	Eastbound	-	-	A	4.3
		Westbound	-	-	C	33.4
		Northbound	-	-	B	10.5
		Southbound	-	-	C	20.8
		Overall	-	-	B	18.1

10.3 Recommended Mitigations

Potential mitigations to accommodate the addition of Phase 1 Badger Mountain traffic are listed below:

Dallas Road

Phase 1 of the Badger Mountain Subarea is expected to add roughly 900 trips to Dallas Road just north of the I-82 ramps during the PM peak hour, and over 9,400 daily trips. While Badger is currently a high speed, low-volume road with significant excess capacity, the additional volumes would require the roadway to be widened to a four-lane cross section between the site and the I-82 NB ramp intersection. Dallas Road north of the site should be adequate as a two-lane section.

Dallas Road and Project Access

While the access configurations are not known at this time, some preliminary analysis indicates that a major project access could require dual left turn lanes for the westbound approach. Dallas Road would require left turn lanes at project entrances, and right turn lanes would be advisable.

Dallas Road and I-82 SB Ramps

This intersection would see heavy delays for the left turn from the off ramp onto Dallas Road. MUTCD Warrant 3 is met for the PM peak hour. Recommended mitigation for this intersection is widening on Dallas Road for a left turn lane for the westbound to southbound turn onto the on ramp. In addition, the southbound off-ramp approach should be widened for a separate left turn lane. Finally, the intersection should be signalized.

Dallas Road and I-82 NB Ramps

While this intersection would meet MUTCD Warrant 3 for the PM peak hour, delays at this location would not be as severe as at the I-82 SB ramp intersection. Recommended improvements include a free right turn lane for the I-82 NB off ramp approach (this movement becoming the additional travel lane required on Dallas between I-82 and the project as listed above), and a free right turn drop lane for the turn from Dallas onto the NB on ramp. Finally, the eastbound Dallas approach should be widened for a left turn lane for the eastbound left turn onto the on ramp. This would be a continuation of the left turn lane widening for the SB ramp intersection (continuous 3-lane section for Dallas between the two ramp intersections, assuming adequate space is available under the I-82 overpass). This intersection should be monitored for signal warrants as the project develops.

Dallas Road and Badger Mountain Parkway

At the start of Phase 1, this intersection should have additional left turn lanes and right turn pockets on Dallas Road. The intersection could operate adequately with stop control for Badger Mountain Parkway at roughly up to 60% of Phase 1 volumes, or 7.5% of full build out. At higher volumes, a signal should be considered to mitigate delays. At full build out this intersection should be widened with separate lanes for all turning movements, and dual left turn lanes for the westbound approach.

Queensgate Drive & I-182 EB Ramps

This intersection should perform adequately with project traffic assuming WSDOT improvements are in place.

Leslie Road & Badger Road

This intersection is to be reconstructed from its current all-way stop configuration to a roundabout, as listed in the City of Richland TIP. Performance at this intersection would depend upon the roundabout configuration.

10.4 Future Conditions with Project and Mitigation

The analysis of future conditions including Badger Mountain 2015 traffic, and assuming the mitigations recommended above are completed, is summarized in the following **Table 13**.

Table 13: Future 2015 LOS with Project & Recommended Mitigation Improvements

<i>Intersection</i>	<i>Control</i>	<i>Approach</i>	<i>LOS</i>	<i>Delay (seconds per vehicle)</i>
(1) Dallas Rd & I-82 (SB) 60% Ph 1, no imps	Stop	Southbound	D	28.6
		Westbound	A	5.6
(1) Dallas Rd & I-82 (SB) 60% Ph 1, no imps	Stop	Southbound	D	27.1
		Westbound LT	A	7.8
(1) Dallas Rd & I-82 (SB)	Signal	Southbound	A	7.2
		Eastbound	A	6.6
		Westbound	B	13.2
		Overall	A	9.4
(2) Dallas Rd & I-82 (NB)	Stop	Northbound	C	15.2
		Eastbound LT	A	8.7
(4) Queensgate & I-182 (EB)	Signal	Eastbound	C	31.5
		Northbound	A	2.2
		Southbound	C	22.2
		Overall	B	15.2
(9) Badger & Leslie	Round About	Eastbound	B	14.2
		Northbound	B	11.6
		Westbound	B	16.3
		Southbound	B	11.5
		Overall	B	12.7
(12) Dallas & Badger Mtn Pkwy 60% Ph 1, lanes added	Stop	Eastbound	A	9.6
		Westbound	C	21.4
		Northbound LT	A	7.6
		Southbound LT	A	8.1
(12) Dallas & Badger Mtn Pkwy	Signal	Eastbound	A	4.3
		Westbound	C	33.4
		Northbound	B	10.5
		Southbound	C	20.8
		Overall	B	18.1

11 Water

The Badger Mountain Subarea is located within the Retail Service Area for the Badger Mountain Irrigation District (BMID). Neighboring the BMID to the north is the City of Richland Water Service Area. Based on initial discussions, domestic water will be supplied to the Subarea by the BMID which will construct a reservoir within the City of Richland service area. The City will become a wholesale water supplier to the BMID which will then provide the water supply to serve the whole of the Subarea. When complete, the water system will be dedicated to the BMID for operation and maintenance as part of the overall system. More detailed information is provided in **Tab 2, Badger Mountain Subarea Water System Plan**.

Within the area of Badger Mountain South, additional techniques will be used to reduce water consumption overall. First, creating attractive landscapes means incorporating the use of xeriscaping techniques including the use of native and other drought tolerant plants that have adapted to dry conditions and require less water once established. Second, residential and commercial structures will include low-flow and water-efficient appliances. Developers of commercial structures will be encouraged to consider the use of “green roofs” or “cool roofs” on their buildings. Also, the majority of communities that promote water conservation do so by educating their residents.³⁹ In the Badger Mountain South area, all private homeowners associations will be provided education materials for their membership that provides water conservation methods for the typical household.

12 Storm Water

The Badger Mountain Subarea Stormwater Management Plan (BMSSMP) evaluates the facilities needed to accommodate future growth, and proposes strategies that are compliant with federal and state stormwater requirements; it is fully developed in **Tab 3**. The BMSSMP uses procedures described by the Department of Ecology’s Stormwater Management Manual for Eastern Washington for Hydrologic and Hydrology design. The Department of Ecology manual establishes the minimum requirements for modeling small and large drainage basins. The manual outlines stormwater quantity, quality, and erosion control Best Management Practices that have been adopted as the standard of practice in the City of Richland and Eastern Washington.

The BMSSMP identifies that development within the Subarea can use Low Impact Development (LID) techniques as a solution for most stormwater management. These systems would be developed as development occurs and would be maintained under private ownership. LID is a stormwater management and land development strategy applied at the parcel and subdivision scale that emphasizes conservation and use of on-site natural features integrated with engineered, small-scale hydrologic controls to more closely mimic predevelopment hydrologic functions. Most LID techniques infiltrate, filter, store, evaporate, and/or detain runoff as close to its original source as possible. The use of LID techniques benefits the local creeks, streams, rivers, and lakes and may be in addition to, or in lieu of traditional stormwater management solutions.

Conventional stormwater management techniques typically address increases in peak flows from large, infrequent events, but not the increase in annual volume or the increase in peak flows from smaller, more frequent events. Studies have shown that LID techniques can infiltrate and treat 95 percent or more of the annual volume. LID techniques are conducive to implementation in new projects.

³⁹ The City of Richland has had an environmental education program since 1996.

The most common LID techniques include:

Bioretention – Construct landscaped areas with a special soil and plant mix that is conducive to filtering and storing runoff and is aesthetically attractive.

Disconnectivity – Direct runoff from impervious areas to landscaped and vegetated areas to reduce the volume of runoff, encourage groundwater recharge, and filter runoff.

Open Swales – Provide grass or other vegetated areas at the edges of roadways, parking lots, or other runoff-producing areas to slow and filter the runoff, promote infiltration, and remove pollutants.

Permeable Pavements – Install porous concrete, porous asphalt, geo-grid, or pavement blocks that allow water to flow to an underground gravel area where water can infiltrate and/or be slowly released.

Soil Amendment – Amending soils is a method of regaining some of the absorption and infiltration capability of the soil, and increasing the ability to retain runoff and filter pollutants.

13 Sewer

The Badger Mountain Subarea Sewer Plan, fully detailed in **Tab 4**, is prepared as a preliminary analysis of the sewer needs to support future development within the Subarea. It concludes that there is adequate capacity in the City of Richland sewer treatment plant to serve the anticipated level of development proposed in the Subarea Plan. It is understood that aspects of the Plan may need to be updated based on the planning, design and construction phases of future development here. However, the Badger Mountain Subarea Sewer Plan includes the major design assumptions considered in preparing the design and analysis of the sewer system to serve the Subarea including the phasing of improvements and design and construction standards.

The Sewer Plan includes a review of planning data and sewer flows, systems analysis and modeling method with alternatives and capital improvements.

14 Public Services

The City of Richland's Comprehensive Plan reflects the Benton County-Wide Planning Policies and the requirements of the Growth Management Act (GMA) to ensure that growth can be accommodated without decreasing the City's current level of service (LOS) for Public Services.

14.1 Police

Development of the Badger Mountain Subarea will have an impact on the city's Police Services as households are established and commercial activity areas grow. The city has identified in its Capital Facilities Element of the Comprehensive Plan as Goal 1 that it *"...will provide cost-effective and concurrent levels of public safety services designed to maintain quality of life."*

The Comprehensive Plan has identified Police Services LOS as 1.36 commissioned officers per 1000 population and a 1 to 5 minute average response time for high priority calls. In 2006 when the City Council adopted its ordinance to approve a revised area for the Badger Mountain Urban Growth Area, it found that the city could provide law enforcement services to the UGA with the addition of staff and equipment, but without the need for new facilities in the area.

14.2 Life Safety Services

Development of the Badger Mountain Subarea will have an impact on the city's Life Safety or Fire and Emergency Services. Currently this area is served by Benton County Rural Fire District No. 1. If the City of Richland assumes life safety services for the Subarea, a new station may be required, as identified in the ordinance approving the revised Urban Growth Area Boundary. According to the City of Richland Comprehensive Plan, a threshold of 500 hundred homes outside a 4-minute drive time from an existing Richland Fire and Emergency Services Facility will trigger a process to identify funding mechanism to construct and staff a new facility. The Comprehensive Plan also states the city's current LOS for fire protection and emergency medical service is measured in terms of response times, that is, from time of dispatch to time on scene. The desired goal is to achieve a 5-minute response time for 90 percent of all calls. The actual response time measured during the 2002-2003 study period and captured in the Comprehensive Plan is 8.03 minutes for all call types.

Transportation improvements within the Subarea will promote more efficient fire and emergency service response times by the city's existing facilities, maximizing the service area per station and the

number of properties served. Providing more efficient services by existing facilities is also more efficient for taxpayers as costs for operating a fire station are fixed and are mostly operating costs. In cities that have analyzed the degree to which a connected street network impacts Fire Station service areas, higher connectivity or street grids as found in traditional neighborhood development patterns, and as proposed in Badger Mountain South, allows larger service areas that can distribute fixed operating costs over a greater number of households.⁴⁰

A fire station facility would require up to 2 acres of land and would be best located on an arterial or collector. Under current city policy, lands will be set aside for public acquisition in developing areas should sites be determined to be necessary for public facilities. As the city works to meet its identified LOS for fire and emergency services system-wide, the timing of the impact of growth on fire and emergency services in the Subarea will need to be evaluated further as development progresses.

14.3 Natural Gas

Natural gas is available through the Cascade Natural Gas Company and there is a Cascade pipeline at Reata Road so an extension of service from the south of the Subarea could be possible if desired. The actual extension of a natural gas network would be based on interest at time of development.

14.4 Communications

Standard telephone service is supplied by the Verizon Telephone Company and a number of additional cellular phone providers available. Charter Communications is the current cable TV provider.

The area is currently unserved by fiber-optic infrastructure but it is a desired utility.

14.5 Electrical Service

The City of Richland's Energy Services Department currently has about 23,000 customers. These customers currently use approximately 202,500 KVA out of a total capacity of 316,000 KVA. Until the specific power requirements of the commercial customers have been determined, it is not possible to accurately predict total power demand for the Badger Mountain Subarea. However, the addition of approximately 5,564 new residential units would likely be enough load to require a new single bank substation with some support from one or more adjacent substations. The City has two substations north of the Badger Mountain Subarea from which the City could extend lines. Given the fact that only

⁴⁰ See studies conducted by the City of Charlotte, NC.

about 64 percent of the available power capacity has currently been utilized by the total customer base of the City, it can be safely assumed that sufficient capacity exists to serve this area.

The City has worked with Benton PUD to address service territories. Currently, the area of the Badger Mountain Subarea is identified to be served by Benton PUD. However in 2015, the City will be responsible for serving all new electrical loads in the Subarea. At that time, the City can purchase the existing electrical infrastructure from Benton PUD although the PUD has indicated that they do not plan to sell the entire pre-2015 electrical infrastructure to the City. As development proceeds upon annexation, there will be several options for how to proceed with power here because of this split service responsibility until 2015. This will be a determined at time of development submittal.

In the instance of the development of the Badger Mountain South properties, it is the intention to establish a development and building pattern that includes significant goals for energy conservation.

15 Conclusion

The Badger Mountain Subarea is a unique geographic area that will add choice and diversity to the quality of life available to residents of the City of Richland. The Badger Mountain Subarea Plan reflects the general concepts of the city's vision statement and Comprehensive Plan goals and provides the flexibility needed to respond to market conditions.

Exhibit 9

CONTRACT NO. 143-15

**MASTER AGREEMENT BETWEEN THE CITY OF RICHLAND AND
NOR AM INVESTMENT, LLC REGARDING
THE COMMUNITY KNOWN AS BADGER MOUNTAIN SOUTH**

TABLE OF CONTENTS

	<i><u>Page</u></i>
1. AGREEMENT.....	1
2. AUTHORITY.....	1
3. SUBJECT PROPERTY.....	1
4. MASTER AGREEMENT INTENT AND PURPOSE.....	1
5. MASTER AGREEMENT TERM.....	2
6. VESTING.....	2
7. PHASING AND TIMING.....	3
8. DEVELOPMENT TO BE CONSISTENT WITH THE MASTER AGREEMENT CONDITIONS.....	3
9. ENVIRONMENTAL REVIEW AND MITIGATION CONDITIONS.....	4
10. DEVELOPMENT REGULATIONS.....	4
11. INTERPRETATION OF APPLICABLE DEVELOPMENT CONDITIONS.....	5
12. AGREEMENTS WITH CURRENT UTILITY PROVIDERS.....	5
13. OFF-SITE SANITARY SEWER SYSTEM EXTENSION.....	6
14. IMPACT FEES AND OTHER AREA SPECIFIC ASSESSMENTS.....	6
15. RECAPTURE AND REIMBURSEMENT OF SANITARY SEWER, WATER AND OTHER UTILITY SYSTEM IMPROVEMENTS.....	8
16. CITY’S CONTRIBUTION TO SPECIAL DISTRICT-SPECIALTY RETAIL IMPROVEMENTS.....	11
17. PUBLIC PARK CONVEYANCE, DEVELOPMENT AND IMPACT FEE CREDIT.....	11
18. DEDICATIONS OF LAND AND IMPROVEMENTS WITHOUT COST TO CITY.....	14
19. TRANSPORTATION IMPROVEMENTS TO BE CONSTRUCTED.....	15
20. MAINTENANCE OF COMMUNITY FACILITIES AND OPEN SPACES.....	15
21. SUMMARY OF CREDITS, OFFSETS, AND OBLIGATIONS.....	16
22. AMENDMENTS.....	16
23. CONSISTENCY DETERMINATION REQUIRED FOR ALL DEVELOPMENT APPROVALS.....	16
24. DESIGNATED REPRESENTATIVE FOR EACH PARTY.....	17

	<u>Page</u>
25. DUTIES OF THE BMS MASTER AGREEMENT ADMINISTRATOR AND CITY AUTHORITY TO ENSURE COORDINATED DEVELOPMENT OF REQUIRED INFRASTRUCTURE.	18
26. NOTICES.....	19
27. BINDING EFFECT; ASSIGNABILITY.....	19
28. NO THIRD PARTY BENEFICIARIES.....	20
29. REPRESENTATIONS AND WARRANTIES.....	21
30. DEFENSE OF AGREEMENT AND WAIVER OF CLAIMS.	21
31. EXHIBITS.	21
32. NO PRESUMPTION OF DRAFTSMANSHIP BY EITHER PARTY.....	22
33. CAPTIONS.....	22
34. SEVERABILITY.....	22
35. AGREEMENT TO BE RECORDED.....	22
36. JURISDICTION AND VENUE.	22
37. COOPERATION IN EXECUTION OF DOCUMENTS.	23
38. FINAL AND COMPLETE AGREEMENT.	23

**AMENDED AND RESTATED
MASTER AGREEMENT BETWEEN THE CITY OF RICHLAND AND
NOR AM INVESTMENT, LLC REGARDING THE COMMUNITY
KNOWN AS BADGER MOUNTAIN SOUTH**

1. AGREEMENT.

1.1 In consideration for the mutual promises and obligations set forth below, the City of Richland Washington, a chartered 1st Class City organized under the laws of the State of Washington (the “City”); and Nor Am Investment, LLC, a Washington limited liability company (“Nor Am”) do hereby agree as set forth below. The City and Nor Am are sometimes referred to herein individually as “Party” and collectively as “Parties”. The reference date of this Amended and Restated Master Agreement is March 17, 2015.

2. AUTHORITY.

2.1 The City is entering into the Master Agreement under the authority and power given to it by the general laws and the constitution of the state of Washington; pursuant to Sections 1.04, 2.07 (A), (E), (G), (I) and (J) of the City Charter, Chapter 36.70B of the Revised Code of Washington relating to development agreements, RCW 43.21C.031 relating to Planned Action Ordinances, and City Resolution 77-10 that authorized the City Manager to sign this Master Agreement.

2.2 Nor Am is entering into this Master Agreement as the owner of the property to be subject to the Master Agreement terms, and pursuant to a motion passed by the members of Nor Am.

3. SUBJECT PROPERTY.

3.1 The real property that is subject to the terms and conditions of this Master Agreement is legally described in Exhibit A attached hereto and by referenced incorporated herein and shall be referred to as “Badger Mountain South”.

4. MASTER AGREEMENT INTENT AND PURPOSE.

4.1 The intent of this Master Agreement is to: (1) further the goals and policies of the City’s comprehensive plan; (2) provide mechanisms to assure that the public health and safety is protected while having growth pay for growth; (3) provide adequate space for elementary and middle schools so that the affected school districts can place schools in the areas in which the need will be generated; (4) create a new tourist destination and freeway oriented development to capture additional tax revenue for the City; (5) provide for public investment to stimulate the economy while assuring that development occurs in a financially responsible manner that does not adversely impact the City’s financial integrity; (6) stimulate economic development within the City by creating areas for business development and expansion; (7) create a viable walkable community with standards designed to meet sustainability goals; (8) provide a broad range of housing types; (9) provide recreational opportunities within close proximity to housing; (10) provide for

expedited permit processing while assuring adequate public input and mitigation of environmental impacts; and (11) provide flexibility in uses and timing of development to accommodate market trends and conditions.

4.2 The purpose of this Master Agreement is to provide for an organized, self-contained set of documents that shall govern the development of Badger Mountain South over the next 20 years in order to accomplish the goals set forth in paragraph 3.1.

5. **MASTER AGREEMENT TERM.**

5.1 The Master Agreement term shall commence on February 9, 2011 “Master Agreement Term Commencement Date”) and shall terminate at midnight on February 8, 2035. This time period shall be known as the Master Agreement Term.

6. **VESTING.**

6.1 Any development to occur within Badger Mountain South during the Master Agreement Term shall do so in conformity with the provisions of the Master Agreement. For purposes of the Master Agreement, development means any activity that affects the temporary or permanent use of any land within Badger Mountain South, and/or results in the alteration of the surface or subsurface of land within Badger Mountain South, and that is regulated in whole or in part by the City.

6.2 Except as otherwise noted in the Master Agreement, during the Master Agreement Term Nor Am shall have the vested right to develop any property within Badger Mountain South in accordance with the provisions of the Master Agreement, and the City codes and regulations in effect on the Master Agreement Term Commencement Date.

6.3 The provision of Paragraph 6.2 notwithstanding, the City reserves the right for the City Council to modify a condition of the Master Agreement if the City Council determines its modification is necessary as a result of a serious threat to the public health and safety, and the modification is the minimum necessary, both in content and duration, to alleviate the adverse consequences to the public health and safety that would be caused by the serious threat. Provided, no modification shall occur until consultation with Nor Am has occurred in order to seek its input on how to modify the Master Agreement so as to address the serious threat to the public health and safety, while minimizing the impact on the Badger Mountain South development and the Master Agreement’s intent and purpose. The Parties agree to use the Master Agreement’s dispute resolution process regarding any dispute over the appropriate way to modify the vested rights of Nor Am. If the modification is mandated by governmental action other than the City’s, then the City agrees that Nor Am shall have the right, at its sole discretion and expense, to contest the governmental action.

6.4 The vesting date for a building permit application as to the following codes that are City-wide in nature shall be the date that a complete building permit application is filed: Building Code (RMC Title 21), Life Safety Code (RMC Title 20), and Electrical Code (RMC Title 14), Energy Code (Chapter 19.27A). Provided however, any provisions of those codes relating to street

improvements and access that are otherwise covered by Master Agreement Exhibit C (“LUDR”) and Master Agreement Exhibit B (“Environmental Mitigation Conditions”) shall not apply.

6.5 The vesting date for impact fees that only affect portions of the Badger Mountain Subarea shall be the date that a complete application is filed. The vesting date for impact fees that affect larger areas of the City shall be the date a permit is issued that would require the payment of an impact fee, or the date otherwise provided by City regulations at the time of application.

7. **PHASING AND TIMING.**

7.1 The Parties acknowledge that the sequencing of development shall occur in accordance with Nor Am’s own time schedule in light of market conditions and Nor Am shall determine the order, size, number and timing of phases of development.

7.2 The City shall determine which mitigation measures must be constructed in each phase in order to mitigate the impacts associated with that phase, as more fully set forth in section 9 below.

7.3 The provisions of paragraph 7.1 notwithstanding, the City may, but shall not be required to, build or accept any facilities that cannot be operationally supported by new revenues generated within Badger Mountain South.

7.4 Failure to make substantial progress on pursuing the proposed Badger Mountain South development within any 5-year period following the Master Agreement Term Commencement Date, may be deemed by the City to be a serious threat to the public health and safety, triggering the process set forth in paragraph 6.3 above. As established in section 6.3 the City shall have the right to terminate this Master Agreement without liability and without incurring any further obligation to Nor Am, if no other adequate lesser remedy is appropriate. “Substantial progress” shall mean the issuance of building permits for the construction of at least two hundred residential units and/or commercial structures, the expenditure of at least \$10,000,000 for street, utility and other infrastructure improvements that have been dedicated to the City or other governmental entity, or the expenditure by any governmental agency of at least \$5,000,000 for buildings or other improvements within Badger Mountain South. The termination of the Master Agreement shall not occur until after NorAm is provided with notice and an opportunity to be heard. If the Master Agreement is terminated, it shall not affect the vested rights for entitlements obtained prior to the date of termination.

8. **DEVELOPMENT TO BE CONSISTENT WITH THE MASTER AGREEMENT CONDITIONS.**

8.1 All development within Badger Mountain South shall comply with the Master Agreement terms. If a development application is consistent with the Master Agreement, then it shall be approved. If a development application is not consistent with the Master Agreement, then the conditions of approval shall include such conditions as will make the application consistent with the Master Agreement. If it is determined that the application cannot be conditioned to make it consistent with the Master Agreement terms, then the application shall be denied.

9. **ENVIRONMENTAL REVIEW AND MITIGATION CONDITIONS.**

9.1 A Final Supplemental Environmental Impact Statement dated August 23, 2010 ("FSEIS") was issued for the Badger Mountain South Subarea Plan. In accordance with RMC 22.09.080 a mitigated determination of non-significance ("MDNS") was issued by the City for the Master Agreement on September 23, 2010, in which the mitigation conditions listed in the FSEIS relative to Badger Mountain South were listed as mitigation conditions for the Master Agreement. In the enabling resolution that authorized the City Manager to execute the Master Agreement (Resolution 77-10) the City Council, in accordance with the provisions of RCW 43.21C.031, determined that for the Master Agreement Term, Badger Mountain South shall be deemed a planned action for environmental review purposes.

9.2 The mitigation conditions set forth in the MDNS are hereby adopted as mitigation conditions for Badger Mountain South, and are set forth in Exhibit B attached hereto and by reference incorporated herein. Any development occurring within Badger Mountain South must be consistent with those conditions. The relevant mitigation conditions shall be made conditions of any development permit which would generate the impact that requires the mitigation measure. If an Exhibit B mitigation condition for water or sewer utility improvements require a specific size or type of improvement, and the detail level construction drawings require a different size in order to accommodate the Badger Mountain Development needs, then the sizing shown by the detail level drawings shall be required.

9.3 All development within Badger Mountain South that is consistent with the Master Agreement terms shall be deemed a planned action project and an environmental threshold determination shall not be required. The City's responsible official for environmental review shall issue a planned action consistency determination for any application for development that would otherwise require environmental review under RMC chapter 22.09. The consistency determination shall indicate that the proposed action is within the scope of the environmental review conducted in the FSEIS and shall list the environmental mitigation conditions from Exhibit B that must be included as conditions for the underlying permit approval.

9.4 Public notice for projects that qualify as planned actions shall be tied to the underlying project permit. If notice is otherwise required for the underlying permit, the notice shall state that the project has qualified as a planned action. If notice is not otherwise required for the underlying permit, no special notice is required.

10. **DEVELOPMENT REGULATIONS.**

10.1 Unless the Master Agreement specifies otherwise in lieu of the zoning and development regulations set forth in the Richland Municipal Code, the Master Agreement conditions shall apply to all development in Badger Mountain South.

10.2 The provisions of the document entitled "Land Use and Development Regulations" (hereinafter "LUDR") dated March 17, 2015, which is set forth in Exhibit C attached hereto and incorporated by reference, shall be applicable to all development in Badger Mountain South. The acronym LUDR may be used when referring to Exhibit C of the Master Agreement. LUDR chapter

10 is reserved for major amendments to the LUDR that may be incorporated during the Master Agreement Term and that do not easily incorporate into the other LUDR chapters.

10.3 The Nor Am representative shall be deemed a party in interest with standing to participate in any City process relating to a development application within Badger Mountain South.

10.4 As part of the LUDR approval process, the construction of the applicable green infrastructure improvements set forth in Exhibit D shall be added as conditions of approval. Each green infrastructure improvement in residential neighborhoods is tied to the construction of a certain number of residential units, and to the construction of roads, as indicated in Exhibit D. The green infrastructure improvements shall be selected by Nor Am at the time the threshold number of residential units is met so that the improvements are constructed in concert with the proposed residential units.

10.5 Until such time as development occurs, the undeveloped portions of the Property may continue to be used for agricultural purposes.

10.6 The conceptual drawings in the LUDR convey the general concept and layout which will guide the application of the detailed regulations and conditions contained in the LUDR and the remainder of the Master Plan at the time of site plan, subdivision, and construction application approvals. The text of the LUDR and the Master Agreement shall govern the actual layout of the final development.

11. INTERPRETATION OF APPLICABLE DEVELOPMENT CONDITIONS.

11.1 It is the Parties intent that all development within Badger Mountain South be consistent with the provisions of the Master Agreement. The provisions of any applicable City codes and regulations shall be so construed whenever possible in a manner that shall make the applicable code and/or regulation consistent with the Master Agreement's intent and purpose.

11.2 In the case of any conflict between governing regulations, the following shall be the order of priority, with the highest level of priority controlling. The level of priority, starting with the highest level and then descending in priority, is as follows: (1) Changes adopted pursuant to Master Agreement paragraph 6.3; (2) Master Agreement Exhibit B; (3) the Master Agreement provisions not contained in an Exhibit; (4) Master Agreement Exhibit C; (5) Master Agreement Exhibit D; (6) all other Master Agreement Exhibits; (7) any project specific conditions of development approval; and (8) all other City Codes and regulations.

12. AGREEMENTS WITH CURRENT UTILITY PROVIDERS.

12.1 The City of Richland is the energy services provider for all new development within Badger Mountain South. Some existing properties continue to be served by Benton Public Utility District ("Benton PUD") using existing Benton PUD infrastructure. The City and Benton PUD entered into a service area agreement on May 24, 2005 titled "Electrical Service Area and Facilities Purchase Agreement" which governs the provision of electric energy services in this southwest

area of the City, including Badger Mountain South and surrounding properties. The fundamental principle of this service area agreement is that the City will assume, over time, all provision of electrical energy services within its Urban Growth Area.

12.2 The City and Badger Mountain Irrigation District (BMID) have entered into an agreement whereby all of Badger Mountain South is in the City's water service area for potable water, and in BMID's service area for irrigation water.

13. **OFF-SITE SANITARY SEWER SYSTEM EXTENSION.**

13.1 Nor Am has completed and dedicated to the City an extension of the City's sanitary sewer collection system that enables development to commence. While the City anticipates that service will be available at the time of development, it cannot predict future demands or regulatory limitations that may affect the City's ability to provide service, the provisions of Paragraph 6.3 may apply.

13.2 No development permit shall be issued for any improvements in Badger Mountain South, other than improvements that will be owned by the City or another public utility, such as roads, water, sewer and electrical improvements, until such time as the off-site sanitary sewer system extension is substantially complete. This prohibition shall not apply to the submittal, processing and approval of subdivisions, short plats, and site plans.

14. **IMPACT FEES AND OTHER AREA SPECIFIC ASSESSMENTS.**

14.1 The City may impose impact fees that apply to areas included within the Badger Mountain Subarea only after providing actual notice to Nor Am as set forth in paragraph 25.1 and providing an opportunity for timely comment.

14.2 The City may allow the formation of Local Improvement Districts and Utility Local Improvement Districts (collectively "LIDs") to fund infrastructure improvements within Badger Mountain South. Provided, the formation of LIDs shall not be allowed, until such time as Nor Am has completed the construction of the off-site extension of the City's sanitary sewer system to Badger Mountain South and has constructed and deeded to the City the off-site water system improvements necessary to provide fire flow to the area within Badger Mountain South designated in the LUDR as the "special district-specialty retail" area.

14.3 To the extent allowed under City regulations in effect at the time a dedication of land to the City is made or the construction of an improvement by Nor Am that is subsequently dedicated to the City, the City shall give Nor Am a credit toward applicable City fees and charges for the fair market value of the land dedicated and the cost of the construction of the improvement that is dedicated. To the extent the City requires oversizing of any utilities to serve areas outside of Badger Mountain South, the City shall compensate Nor Am for such oversizing.

14.4 Any impact fee credit Nor Am may be entitled to under the Master Agreement terms may be used by Nor Am for any development within Badger Mountain South for which the applicable impact fees are required. It is not required that Nor Am be the building permit applicant.

If Nor Am wants any of the impact fee credit to be used for a particular development, it shall notify the City's representative in writing of the application upon which the credit is to be given, and the amount of the credit to be used.

14.5 The rates for utility services shall be the same rates charged throughout the City. No rate surcharge on any City utility shall be imposed unless it is a city wide surcharge, or is calculated based on a specific enhanced service provided to the Badger Mountain South.

14.6 Impact fees or utility connection fees shall be established by the same method and calculations in effect City-wide at the time a development permit is processed. At the time of this Master Agreement, the City administers fees for transportation, potable water service, and sanitary sewer service. Fees established for Badger Mountain South shall be established by the City's methods in place at the time of execution of this Master Agreement, based on the Badger Mountain South's planned impacts and loads. For each of the transportation, potable water, and sanitary sewer system, the Badger Mountain South subarea plan defines off-site system improvements that shall be required as development occurs. The City may impose a surcharge to the impact fees and connection charges for Badger Mountain South in order to recapture the cost of the off-site upgrades that provide capacity to Badger Mountain South so long as those upgrade costs are not already included in a capital facility charge, impact fee or other type of assessment, and it is an improvement that Nor Am is not obligated to construct under the terms of the Master Agreement. Once the City constructs the improvement, the cost shall be included in base impact fee and connection charges for the area that the improvement was intended to serve. In lieu of the City building the needed improvements and imposing a surcharge, the parties may agree that Nor Am may build the improvements, and, if appropriate, be entitled to partial cost reimbursement from non-contributing benefited properties, as authorized by state law. The City and Nor Am may agree in writing to such additional area-specific surcharge or to the City forming a local improvement district for the construction of public utilities within Badger Mountain South.

14.7 The Master Agreement requires certain off site sanitary sewer and transportation improvements to be made by Nor Am after a certain number of residential unit equivalents has been platted or permitted ("Target ERU"). In order to assure sewer adequate capacity, however, the parties agree that sanitary sewer flow monitoring at or near the location of the needed improvements shall commence when 50% of the Target ERU has been reached. If the flow monitoring indicates that the flow assumptions were incorrect, then the needed improvements shall be commenced sooner than the Target ERU. The monitoring shall be done by Nor Am, at its expense.

14.8 In order to assure adequate transportation service, updated traffic analyses shall commence at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter. If any development is proposed on the eastern edge of the Badger South Development that would directly access Reata Road prior to the 1,000 pm peak trip trigger, an updated traffic analysis shall be required to assess the impacts. If the traffic analyses indicate that any planning assumptions were incorrect, then the needed improvements shall commence prior to the issuance of additional building permits for development that would impact the needed improvements identified in the analyses.

14.9 The City agrees to include in its connection fee models any infrastructure constructed by Nor Am that provides service or capacity to properties outside of Badger Mountain South, and thus Nor Am will be eligible for oversizing reimbursement by the City.

14.10 At a future date to be determined by the City's electrical utility system capacity and operation needs, the City will construct a new electrical substation within Badger Mountain South to serve Badger Mountain South and other electrical service areas of the City. Nor Am shall dedicate land meeting the City's purpose and use for this substation and portions of the high voltage transmission line that will be constructed to connect the new substation to the regional power grid (see paragraph 18.1 below, and Exhibit B, section 9.1). Nor Am shall pay a portion of the construction costs of this substation, calculated in accordance with RMC 14.30 Line Extensions. A credit towards Nor Am's cost shall be allowed by the City equal to the unimproved value of the donated land for this substation. Nor Am's portion of the substation construction cost may be paid on a prorated basis prior to the time of final plat approval or final binding site plan approval for phased development of Badger Mountain South properties.

15. **RECAPTURE AND REIMBURSEMENT OF SANITARY SEWER, WATER AND OTHER UTILITY SYSTEM IMPROVEMENTS.**

15.1 The City authorizes Nor Am to recapture a pro-rata portion of the cost it incurs for the design and construction of any City utility improvement for which it would be entitled under state law for reimbursement from non-contributing benefitted properties. The method and manner of determining the amount of the reimbursement, and the non-contributing benefitted properties to which the assessment will apply shall be done in accordance with state law. The City reserves the right to establish administrative fees it deems necessary for the administration of latecomer agreements and the administrative fee shall be added to the assessment. Nor Am may, in its sole discretion, designate some or all properties within Badger Mountain South as non-contributing properties. Provided, property in Badger Mountain South that is owned by the City or that is subsequently conveyed to the City for municipal purposes shall not be deemed a non-contributing property without the City's written consent, which can be withheld in the City's absolute and sole discretion.

15.2 The City shall reimburse Nor Am for a portion of the design and construction costs it incurs relative to the improvements it must design and build at its own expense under the provisions of section 13 above. Nor Am shall provide documentation of the actual charges for the design and construction costs. If Nor Am delays payment of any of the design and construction costs until sales of property have occurred it shall not be reimbursed for any interest charges, but only the actual design and construction costs incurred. The portion of costs that will be reimbursed shall be the portion that would have been required to be constructed if the only properties to be served were the Destination Retail, Specialty Retail and Commercial Mixed Use Districts as identified in the LUDR and you assume the property is fully built out with uses that are the highest sanitary sewer capacity uses that would be allowed in those Districts. The cost of performing this additional design calculation shall be considered a reimbursable cost. The City shall also reimburse Nor Am for the cost of the improvements necessary to provide fire flow as set forth in section 9.2 above in accordance with the methodology set forth in section 15.4. Provided,

Nor Am shall only be entitled to reimbursement up to fifty percent (50%) of an amount that is equal to the combined revenues received by the City that are generated in Badger Mountain South that exceed the actual unreimbursed costs of providing general governmental services to Badger Mountain South. All revenue sources that could be used to pay for some of the annual costs listed in paragraph 15.4.2 shall be included in calculating the amount of reimbursement, including, but not limited to property taxes, utility taxes, sales taxes, lodging taxes (unless excluded by paragraph 16.1), state shared revenues as determined on a per capita basis, and such similar types of revenues. Provided, it shall not apply to fees that are generated to cover the costs of processing applications, fees for city services, and similar types of fees, unless the City has included the costs of those services in calculating the cost of providing general governmental services to Badger Mountain South. Nor Am shall receive fifty percent (50%) of the amounts received by the City that exceed the unreimbursed costs until such time as Nor Am has been fully reimbursed for the portion of reimbursable costs as defined in this paragraph.

15.3 If Nor Am receives monies pursuant to the provisions of paragraphs 14.3, 14.9 or 15.1 above that were for reimbursement of costs incurred for the improvements listed in paragraph 15.2, then that amount shall be deducted from the amount that it will be reimbursed under paragraph 15.2. If Nor Am has been fully reimbursed by the City by operation of the provisions of paragraph 15.2, then Nor Am shall assign to the City its right to reimbursement for any amounts it would be entitled to under paragraph 15.1 for the improvement covered by the provisions of paragraph 15.2. Any reimbursement paid to Nor Am shall be on principal only and not include interest. The City shall not be responsible for any reimbursement after the term of this agreement expires.

15.4 The formula used for determining City revenues, costs of service and reimbursements made to Nor Am shall be determined on a calendar year using the methodology set forth in paragraphs 15.4.1 and 15.4.2.

15.4.1 The "total annual revenue" shall equal the sum of the following:

- 1) Annual property taxes paid to the City from all parcels located within the boundaries of Badger Mountain South;
- 2) Utility taxes attached to the utility bills of all properties within Badger Mountain South;
- 3) The portion of sales tax that is paid to the City generated within Badger Mountain South as determined from the records of the Washington State Department of Revenue;
- 4) State shared revenues as determined on a per capita basis; and
- 5) All other revenues that could be used to pay for annual costs listed in paragraph 15.4.2, unless excluded by paragraph 16.1.
- 6) The cumulative total of items 1-5 shall be the total annual revenue.

15.4.2 Annual costs shall be determined as follows:

- 1) Adopted City budget figures for police services, fire and emergency services, library, park administration, recreation and library services minus the financing,

operational and maintenance cost in any of these budgets for facilities located in Badger Mountain South shall be divided by the total estimated City population to determine an annualized cost of service per resident. Population estimates published by the Washington State Office of Financial Management shall be used to determine total City population.

2) The annualized cost of service per resident is multiplied by 0.7 to determine the cost of service factor (CSF). In 2010 the CSF is approximately \$360.

3) The annual cost of providing City services to Badger Mountain South is determined by adding the products of each of the following cost of service calculations:

a) Total resident population of BMS multiplied by the CSF;
plus

b) Total number of acres within BMS that are undeveloped or in private open space multiplied by 0.1 multiplied by the CSF; plus

c) Total square feet of non-residential structures within BMS multiplied by 0.0013 multiplied by the CSF; plus

d) The actual costs of financing, operating and maintaining City facilities such as roads, parks, fire station, branch library or community facilities within BMS that are not included in a-c above.

4) The number of building permits issued by the City during the calendar year shall be used to establish the total number of residential units within Badger Mountain South for the first year the agreement is in place. Each subsequent year, the total number of housing units established during the previous year plus all building permit data for the current year will be added together to determine total number of housing units. The Washington State Office of Financial Management's published housing occupancy rates and persons per household, broken down by household type shall be used to determine an estimated population for Badger Mountain South. The annualized cost of service per resident will then be multiplied by 0.7 to determine the Cost of Service Factor (CSF) which is then used to estimate service costs for developed and undeveloped land in Badger Mountain South.

5) At the time that the City constructs or is granted actual facilities within Badger Mountain South, such as streets, public parks, fire station, branch library, or community facilities, the following estimate of cost for the maintenance and operation of the facility shall be used:

a) Annual wages and benefits for City staff and/or outside contractors used to operate and maintain the facility and not accounted for in 15.4.2 (3) shall be determined;

b) Any annualized debt service used to retire the City's debt incurred for the construction of the facility and capital expenditures directly associated with the facility shall be determined;

c) Utility costs to operate the facility shall be calculated;

d) Any other City costs that are directly related to the maintenance and operation of the facility

6) The total annual operating cost of all facilities within Badger Mountain South shall be added to the estimated cost of service. Provided that the annual cost of facility operation shall be used instead of and not in addition to the estimated costs of service established in item 3 above.

Annual costs shall be subtracted from total revenues resulting in total "excess revenues". Fifty percent of these "excess revenues" shall be reimbursed to Nor Am as set forth in Section 15.2 above.

16. **CITY'S CONTRIBUTION TO SPECIAL DISTRICT-SPECIALTY RETAIL IMPROVEMENTS.**

16.1 The Port of Kennewick is considering investing in the Specialty Retail District in Badger Mountain South in order to construct a world class pedestrian-oriented destination village, which will include numerous uses related to the agricultural products of the region, including wines and grapes (See LUDR, Exhibit C). It is also intended to include class rooms, meeting areas, hotel, restaurants, and other related uses, all centered around a common pedestrian corridor. The City is also desirous of investing funds to stimulate tourism and economic development. If the City invests lodging tax revenues in improvements to this district in order to stimulate tourism, then the amount of lodging taxes generated from Badger Mountain South shall not be used in the annual revenue calculation required by paragraph 15.2.

16.2 The parties intend to enter into further agreements regarding the preparation of a master site plan for the specialty retail area, and the design and construction of certain improvements within the specialty retail area, including a business incubator building, a public meeting area, and related public facilities. It is contemplated that that the agreement will be a three party agreement between the City, the Port of Kennewick, and Nor Am and will include an investment by all parties.

16.3 It is anticipated that the Master Site Plan will be completed by September, 2011, and construction will occur in 2012 and 2013.

17. **PUBLIC PARK CONVEYANCE, DEVELOPMENT AND IMPACT FEE CREDIT.**

17.1 The City, in accordance with its adopted standards, shall develop and maintain two public parks within Badger Mountain South; an approximately six acre park in the BMS South Orchard neighborhood and an approximately thirty acre park in the BMS West Village Neighborhood. The legal description for the South Orchard Park is set forth in Exhibit F attached hereto. The legal description for the West Village Park is set forth in Exhibit G attached hereto. The parties acknowledge that the final legal description may be adjusted, either before or after

conveyance to the City, in order to accommodate the as-built location of the adjoining roads. It is intended that the parks shall abut the adjoining public street right-of-way. However, it is agreed that in the field conditions at the time of street design and/or construction may necessitate the street to be moved to obtain the best location for the street, and thus the park boundary shall be adjusted accordingly, if necessary, as opposed to the street location being adjusted to accommodate the as-built location of the street.

17.2 The two park parcels each exceed five acres in size and thus are exempt from the City's subdivision requirements. The City will allow creation of the lots so that they can be conveyed to the City, and any City permit fees for such process shall be waived. The City shall not require the construction of any improvements as a condition of approving the creation of the two park parcels.

17.3 Ownership of the two park sites will be conveyed for park purposes to the City, subject to the provisions of paragraphs 17.1, 17.2, 17.4, 17.5, 17.6 and 17.9, when the site is created as a separate parcel as part of final plat or final binding site plan approval, or such other time as the parties may mutually agree. Nor Am shall receive credit toward park impact fees equal to \$0.5829 per square foot of land conveyed. To facilitate development of the park sites per paragraph 17.5 and 17.6 park fee credits to cover the cost of the property conveyance to the City shall not take effect until sufficient park impact fees have been collected to cover the cost of required City park improvements, if the City is constructing the park improvements. If Nor Am is required to construct the park improvement, as authorized by paragraph 17.10 below, then the park credits for the phase or phases constructed by Nor Am, including the park credits for the park land associated with the phase or phases constructed by Nor Am, shall be available for use at any time after the park improvements are constructed and accepted by the City.

17.4 The parties shall each be responsible for one half of the closing costs. The conveyance shall be by statutory warranty deed, subject to the conditions set forth in paragraph 17.1, 17.2, 17.4, 17.5, 17.6, and 17.9 below, which shall be included as part of the statutory warranty deed, or as a separate agreement to be recorded at closing.

17.5 The West Village Park will be developed in four phases; an initial phase ("Phase 1") to turf and irrigate ten acres; a second phase ("Phase 2") to complete full build-out of the ten acres included in Phase 1; a third phase ("Phase 3") to turf and irrigate the remaining acreage; and a final phase ("Phase 4") to complete full build-out of the West Village Park. Each phase of the West Village Park shall be developed by the City, or by Nor Am if required by operation of the provisions of paragraph 17.10 below, in accordance with the City's adopted standards for community parks. No later than 2016, the Council shall include the development of Phase I of the West Village Park in the City's Park Capital Facility Plan ("PCFP"). Each subsequent phase shall be added to the PCFP no later than the year in which building permits have been issued for 70 percent of the housing units required to trigger the development of the particular phase. The City may, but shall not be required to, delay commencement of the development of each phase until the trigger point number of building permits have been issued within the West Village, West Vineyard and/or East Garden neighborhoods for the respective phase. The trigger points for each phase are as follows: Phase 1 trigger point is 400 units; Phase 2 trigger point is 1,000 units; Phase 3 trigger point is 1,750 units, and Phase 4 is 2,750 units. Within 18 months of the issuance of the building

permit that triggers the applicable phase, the City shall complete the improvements required for the particular phase unless Nor Am has already been required to construct the improvements, as authorized by paragraph 17.10 below.

17.6 The South Orchard Park will be developed in two phases; an initial phase ("Phase 1") to turf and irrigate the site; and a final phase ("Phase 2") to complete full build-out of the park. Each phase of the South Orchard Park shall be developed by the City, or by Nor Am if agreed to by both parties, in accordance with the City's adopted standards for neighborhood parks. Each phase shall be added to the PCFP no later than the year in which building permits have been issued for 70 percent of the housing units required to trigger the development of the particular phase. The City may, but shall not be required to, delay commencement of the development of each phase until the trigger point number of building permits have been issued within the South Orchard Park and/or East Market Neighborhoods for the respective phase. The trigger points for each phase are as follows: Phase 1 trigger point is 250 units; Phase 2 trigger point is 750 units. Within 18 months of the issuance of the building permit that triggers the applicable phase, the City shall complete the improvements required for the particular phase, unless Nor Am has already been required to construct the improvements, as authorized by paragraph 17.10 below.

17.7 Nor Am shall construct a paved primary trail as part of, and in accordance with, the required green infrastructure improvements. This trail, once constructed to City standards, shall be conveyed to the City, and the City shall then be responsible for its ongoing operation and maintenance expense. Nor Am shall receive impact fee credit for the cost of the improvements constructed. The amount of the credit for the trail improvements shall be the construction costs.

17.8 Nor Am is already providing significant recreational opportunities as part of the green infrastructure being required by other provisions of the Master Agreement, thus no further public or private park improvements shall be required. However, the City and Nor Am may agree to additional public park improvements being made conditions of approval and for which Nor Am shall receive park impact fee credit. By agreement with the City, Nor Am may be permitted to improve portions of either West Village Park or South Orchard Park and in doing so shall be entitled to a credit against park impact fees equal to the documented value of the pre-approved improvements. The provisions of paragraph 17.3 notwithstanding, if Nor Am earns additional park impact fee credits for improvements it makes to the West Village Park, these credits may be used by Nor Am at any time to offset park impact fees for residential permits within the West Village, West Vineyard or East Garden neighborhoods. Likewise, additional park impact fee credits earned for Nor Am improvements to the South Orchard Park may be applied at any time to park fees for residential permits in the East Market or South Orchard neighborhoods.

17.9 Nor Am retains the right to continue the use of the surface of the park property conveyed to the City for agricultural or passive open space uses only. Said right to use the surface of each phase of a park site shall terminate 90 days prior to the time the City intends to commence construction of improvements it is required to make pursuant to the provisions of paragraphs 17.5 and 17.6. The City shall provide Nor Am notice of its intent to commence construction at least 180 days prior to the intended construction start date. Provided, however, if the City intends to commence the park improvements prior to the time it is required to make the improvements in

accordance with the provisions of paragraph 17.5 or 17.6, it shall provide notice to Nor Am no later than August 1 in the year preceding the year in which it intends to make the improvements. In that case the right to use the surface for agriculture shall terminate 90 days prior to the time the City intends to commence construction. Nor Am shall be responsible for payment of all utilities and any taxes or assessments on the park property at any time that it has the right to use the surface of the park site(s). Nor Am, at all times that it has the right to use the surface of a park property after the property has been conveyed to the City, shall maintain general risk liability insurance on the park property(ies) in an amount of not less than \$1,000,000.00 and shall name the City as an additional insured. The City reserves the right to access the park property(ies) after conveyance to the City, and to use the park property(ies) in any way not inconsistent with the use of the surface for agricultural purposes.

17.10 The above provisions of section 17 notwithstanding, the City may require Nor Am to develop one or more phases of one or both parks in accordance with the provisions set forth in this subsection.

17.10.1 At any time after the park property has been conveyed to the City, a public road has been or is being constructed to the park boundaries, and a trigger point set forth in paragraph 17.6 or 17.7 has been reached for one or more phases, the City may require that Nor Am construct park improvements on the Park. The City shall send Nor Am written notice of the City's intent to require Nor Am to construct park improvements. The notice shall indicate which phase or phases of the park the City is requiring Nor Am to construct. Since the Park properties will be in active agriculture or passive open space uses, the notice must be given no later than July 1 of the year prior to the year in which construction is to be commenced.

17.10.2 Once the required notice is given the Parties shall meet to discuss which improvements are required to be constructed by Nor Am. The improvements that can be required to be constructed are any of the improvements listed in Exhibit D, and the Park Impact Fee credits available for the construction of said improvements are also listed in Exhibit D. The Parties may agree that other improvements may be substituted for the Exhibit D improvements, and the appropriate impact fee credit to be given for the alternate improvements. Allowing alternate park improvements and the appropriate impact fee credit for the construction of the improvements, shall be an administrative decision that will be documented in a writing signed by both Parties.

18. **DEDICATIONS OF LAND AND IMPROVEMENTS WITHOUT COST TO CITY.**

18.1 Any dedications of land or other improvements required to be conveyed to the City to provide service to Badger Mountain South shall be without cost to the City, with appropriate credit, if any, toward applicable City fees and charges, as authorized by City code, state law or the Master Agreement. The land required to be conveyed to the City are the street right-of-ways within Badger Mountain South at the time the streets are constructed, utility easements for City utilities within Badger Mountain South at the time the utility easements are needed for City utilities, a two-acre site for a new fire station facility (Exhibit B, section 8.3), and two-acre site for a new electrical substation (Exhibit B, section 9.1), and two City parks (Section 17 above.)

19. **TRANSPORTATION IMPROVEMENTS TO BE CONSTRUCTED.**

19.1 Nor Am shall be responsible for the construction of all street improvements within Badger Mountain South, and the offsite improvements identified in Exhibit B that are attributable to impacts created by development within Badger Mountain South. In addition, Nor Am shall pay its pro-rata share of other offsite improvements as identified by the transportation impact analyses required during the build out of Badger Mountain South, as set forth in Exhibit B paragraph 5.3. No other transportation improvements shall be required, unless triggered by the operation of paragraph 6.3.

19.2 The provisions of 19.1 notwithstanding, the City may form local improvement districts that include land inside and outside of Badger Mountain South for the construction of improvements, including those that would otherwise be required to be funded by Nor Am.

19.3 The Council shall place the arterial roads within Badger Mountain South on its transportation improvement plan. The provisions of 19.1 notwithstanding, the City may, but is not obligated to, seek grants or other sources of funding to pay for all or a portion of improvements to be dedicated to the City.

19.4 The timing for the construction of transportation improvements is set forth in Exhibit B. The City and Nor Am may agree to change the timing of construction of road improvements if deemed to be in the public interest.

20. **MAINTENANCE OF COMMUNITY FACILITIES AND OPEN SPACES.**

20.1 Until such time as the homeowner's associations or other community entities are legally established and have sufficient revenues to take over ongoing maintenance, Nor Am shall be responsible for all community facilities and properties which are intended for community use and are not the specific responsibility of others. The determination of whether or not there are sufficient revenues to justify the release of Nor Am from this condition as to any area within Badger Mountain South, shall be determined by the City based upon Nor Am's provision of a breakdown of the anticipated annual maintenance costs, and evidence that assessments have been legally imposed upon property pursuant to recorded covenants, conditions and restrictions ("CC&Rs") that shall provide for the generation of an annual revenue stream of at least 110% of the anticipated maintenance costs to a legally established homeowner's association or other community entity. Following City approval, Nor Am shall be released from this responsibility as to the area for which the association or other community entity has been created and sufficient assessments imposed.

20.2 As part of any subdivision, short plat, or site plan approval in which CC&Rs are to be created and recorded against the property, the City may require that the City shall have the right, but not the responsibility, to enforce provisions requiring the maintenance of green infrastructure improvements that are to be maintained by the homeowner's associations or other community entities. This provision shall allow for the City's costs associated therewith to be charged as an assessment against the properties for which the homeowner's association was created and

foreclosed in the same manner as the CC&Rs allow for delinquent homeowner's association assessments.

21. **SUMMARY OF CREDITS, OFFSETS, AND OBLIGATIONS.**

21.1 Attached as Exhibit H is a summary of the credits, offsets, and obligations of Nor Am and the City that are set forth in the Master Agreement. This summary is to aid in the administration of the Master Agreement and is not intended to create, substitute for, or alter any condition of the Master Agreement, which shall control.

22. **AMENDMENTS.**

22.1 The Master Agreement may be modified, including termination of the Agreement or any part thereof, at any time, but only by the Parties by written agreement. Provided, if the amendment involves property not owned by Nor Am, the consent of the property owner whose property is directly affected by the proposed modification must be provided with notice and an opportunity to participate in the amendment process. If a particular process is called out in the agreement relative to modifying or terminating the Master Agreement, such as in case of a serious threat to public health and safety as set forth in paragraph 6.3, then that process shall be followed.

22.2 In considering an application to be processed in accordance with the LUDR provisions, the responsible city official may agree to minor changes to the concept plan, site plan or subdivision approval consistent with the LUDR and provisions of this Agreement, but all changes to the Master Agreement must be approved by the City Council. A minor change is a change that does not involve a change of use, a major change in the vehicular circulation system, an increase in density or relocation of density patterns, a reduction in open space, a change in the exterior boundaries, an increase in building height, or a change that would be inconsistent with the Master Agreement or LUDR. The minor amendment process shall be the administrative process used by the City in processing minor amendments under its Planned Unit Development code (RMC 23.50.070).

22.3 Any variance or administrative approval process authorized by the LUDR shall follow the City's process set forth in the Richland Municipal Code for variance and other administrative approvals.

22.4 Any amendments to the development regulations in the LUDR or the required green infrastructure improvements set forth in Exhibit D, shall follow the development regulation amendment process set forth in RMC chapter 19.90.

23. **CONSISTENCY DETERMINATION REQUIRED FOR ALL DEVELOPMENT APPROVALS.**

23.1 All development approvals for any site plan, short plat, subdivision, binding site plan or building permit that are not categorically exempt from environmental review under the City Code, shall include a Planned Action Consistency Determination ("PACD"). The PACD

shall contain the information set forth in paragraph 9.3 above. The conditions of the PACD shall be included as conditions of approval for the underlying application.

23.2 All development approvals for any site plan, short plat, subdivision, binding site plan, or building permit shall include a Master Agreement Consistency Determination ("MACD"). The MACD will be issued by the Planning Manager after review by the BMS Master Agreement Administrator (See paragraph 23.3).

23.3 No MACD shall be issued until Nor Am has had 10 business days to review the application in order to provide the City with a recommendation on the draft MACD that indicates how the application is in compliance with the Master Agreement in general, and the LUDR in particular, and any recommended changes that need to be made in order to make the application consistent with the LUDR and the Master Agreement. More detailed discussion of the MACD is set forth in LUDR section 1.H. The LUDR refers to the Badger Mountain South Master Agreement Administrator ("MAA"). Until Nor Am delegates its authority in accordance with paragraph 24.3 below, all references to the MAA shall be construed to mean the Nor Am representative identified in paragraph 24.2. If Nor Am does not respond to the MACD application within 10 days, the City is authorized, but not required, to make a decision on the MACD without Nor Am's input.

23.4 In order to expedite the review process, the applicant may seek a pre-submittal meeting with the MPAC to obtain a draft MACD prior to submitting its application to the City. If the applicant submits the draft MACD from the MAA with its application, then the 10-day review period set forth in paragraph 22.3 shall not apply.

23.5 If the MACD finds that the application is consistent with the Master Agreement and the LUDR, then the application shall not be modified without first obtaining a new MACD, after review by the MAA in accordance with the provisions of paragraphs 22.3 and 22.4.

23.6 If the MACD finds that the application is not consistent with the Master Agreement and the LUDR, then the MACD shall set forth the added conditions that are necessary in order for the application to be consistent with the MACD and the LUDR. Those conditions shall be required conditions of approval for the underlying application. The application shall not then be modified without first obtaining a new MACD, after review by the MPAC in accordance with the provisions of paragraphs 22.3 and 22.4.

23.7 If the Planning Manager finds that the application cannot be sufficiently conditioned to make it consistent with the Master Agreement and the LUDR, then the application shall be denied.

24. **DESIGNATED REPRESENTATIVE FOR EACH PARTY.**

24.1 Representative of City. Rick Simon, as the Environmental Official and Planning Manager for the City of Richland shall be the designated person with overall responsibility in connection administering the Master Agreement on behalf of the City.

24.2 Representative of Nor Am. Lawrence J. White shall be the designated person for Nor Am Investment, LLC with overall responsibility in connection with administering the Master Agreement on behalf of Nor Am. The Nor Am representative for this purpose shall be referred to as the “Badger Mountain South Master Agreement Administrator (“MAA”).”

24.3 Nor Am shall be responsible for funding the MAA position and having the Administrator be a person that has an in depth knowledge of the Master Agreement, the related documents, and the City’s processes and procedures related thereto. Nor Am may be released from the obligation to fund the MAA in the same method and manner that it is released from its obligation to provide for ongoing maintenance as set forth in paragraph 20.1, or if the obligation is assumed by another entity that, in the City’s reasonable discretion, is determined to have sufficient revenues to fund.

25. **DUTIES OF THE BMS MASTER AGREEMENT ADMINISTRATOR AND CITY AUTHORITY TO ENSURE COORDINATED DEVELOPMENT OF REQUIRED INFRASTRUCTURE.**

25.1 The designated representatives identified in Paragraph 24 shall meet on a regular basis, but no less than quarterly to discuss; 1) the development of Badger Mountain South; 2) the order of construction, timing and funding for necessary improvements; 3) the preparation and implementation of other agreements necessary to carry out the intent and purpose of the Master Agreement; 4) the anticipated sale of development sites within the Badger Mountain South; 5) anticipated timing for submittal of development permit applications within the succeeding 6 month period; 5) such other matters as are deemed by other party to be matters that need to be discussed in order to assist in the timely and orderly development of Badger Mountain South the position. The City reserves the right to approve any change in the BMS Master Agreement Administrator and said approval shall not be unreasonably withheld.

25.2 The BMS Master Agreement Administrator will be responsible for coordinating the activities of private developers within Badger Mountain South to insure compliance with the LUDR, orderly extension of infrastructure, development of required improvements and planning for future mitigation measures.

25.3 The orderly extension of infrastructure and coordinated payment for, and construction of, required mitigation, including, without limitation, mitigation identified in this Master Agreement and Exhibit B are of primary concern to the City. As part of the Master Plan Consistency Determination described in Paragraph 23, the City, shall consult with the Master Agreement Administrator, and the applicant in determining the appropriate share of infrastructure and mitigation costs that shall be borne by the proposed development and how that development’s share of infrastructure and mitigation relates to the overall infrastructure and mitigation that is required for buildout of Badger Mountain South.

25.4 It is intended by the parties that the infrastructure improvements will be timely implemented as part of the City’s already established permitting process. The parties will, as part of their regular consultation process, review the progress of this approach and if appropriate to keep the development progress proceeding in an orderly manner, adopt other infrastructure or

mitigation funding mechanisms. The parties agree however, that infrastructure improvements that are necessary to mitigate the impacts of any development shall be installed so that the mitigation measure has been constructed before the impact occurs. If required infrastructure or mitigation measures are not sufficiently funded through the mechanisms established this Master Agreement, the City shall have the right to adopt infrastructure or mitigation funding mechanisms, including but not limited to Badger Mountain South-specific per unit fees, impact fees, or local improvement districts, to ensure the orderly extension of infrastructure and construction of required mitigation within Badger Mountain South.

26. **NOTICES.**

26.1 Any notice or communication required by this Agreement between the City and Nor Am must be in writing, and may be given either personally, electronically with evidence or receipt, or by express delivery service, return receipt requested. If given personally, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the party to who it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

To: Nor Am Investment, LLC

Lawrence J. White
12513 Avenue DuBois
Lakewood, WA 98498
Facsimile: (253) 582-3652
Email: LJWhiteMD@aol.com

With a copy to:

Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424
Facsimile: (253) 922-5848
Email: ldc@vsilawgroup.com

To: City of Richland

Cindy Reents
City Manager
City of Richland
505 Swift Blvd.
Richland, WA 99352
Facsimile: (509) 942-7379
Email: creents@ci.richland.wa.us

With a copy to:

Heather Kintzley
City Attorney
City of Richland
505 Swift Blvd.
Richland, WA 99352

Facsimile: (509) 942-7689
Email: hkintzley@ci.richland.wa.us

With a copy to:

Rick Simon
Development Services Manager
City of Richland
840 Northgate Drive
Richland, WA 99352
Facsimile: (509) 942-7764
Email: rsimon@ci.richland.wa.us

26.2 Either party, by giving 10 days notice, may at any time change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of paragraph 24.1.

27. **BINDING EFFECT; ASSIGNABILITY.**

27.1 This Master Agreement shall bind and inure to the benefit of the Parties hereto; their heirs, successors, and assigns; and all future owners of Badger Mountain properties.

27.2 The City reserves the right to approve the assignment to any third parties of the personal obligations of Nor Am set forth in Paragraph 27.4 of this Master Agreement, with such approval not to be unreasonably withheld.

27.3 This Master Agreement shall run with the land and shall be binding on the Parties hereto; their heirs, successors, and assigns; and all future owners of Badger Mountain properties. All future development shall be consistent with the LUDR.

27.4 The obligations set forth herein shall not be personal obligations, but shall be obligations and commitments running with the land, except for the City's financial commitments, obligations and benefits under Section 14 and 15 and Nor Am's financial commitments, obligations and benefits under Sections 13, 14, 15, 17, 20 and 24.

27.5 Unless otherwise agreed to by the City, the sale of property within Badger Mountain South shall not relieve Nor Am of any of its obligation under 27.4 above.

28. **NO THIRD PARTY BENEFICIARIES.**

28.1 This Agreement is between Nor Am and the City. This Agreement is not intended to, and shall not be construed as benefitting third-parties.

28.2 Unless otherwise specified in this Agreement, neither the City or Nor Am shall be obligated to construct or extend construct utility or transportation infrastructure within Badger Mountain for the benefit of any particular future development.

29. **REPRESENTATIONS AND WARRANTIES**

Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she shall defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement shall have been duly entered into by the Parties, shall constitute as against each Party a valid, legal and binding obligation that shall run with the land, and shall be enforceable against each Party in accordance with the terms herein.

30. **DEFENSE OF AGREEMENT AND WAIVER OF CLAIMS.**

30.1 Upon the City's request, Nor Am agrees to defend, at its expense, and with its choice of legal counsel, the City relative to any challenge to the validity of any provision of the Master Agreement and any attachments thereto. Notwithstanding the foregoing, the City would remain responsible for defending actions brought by third-parties arising from the City's application of the Master Agreement to a particular development application.

30.2 Nor Am acknowledges that it has done a thorough feasibility analysis of the development model that it has proposed and acknowledges that the City does not make any guarantees or warranties, express or implied with regards to the suitability for development of the Badger Mountain South property or the financial viability of the development that would occur pursuant to the Master Agreement. NorAm is relying on their own analysis of the market conditions and availability of infrastructure at an affordable cost and agrees that it will not bring a claim against the City if its economic expectations are not realized.

31. **EXHIBITS.**

31.1 The following are the Exhibits that are a part of the Master Agreement and are incorporated herein by reference:

Exhibit A	Legal Description for Badger Mountain South
Exhibit B	Environmental Mitigation Conditions
Exhibit C	Land Use Development Regulations (LUDR)
Exhibit D	Green Infrastructure
Exhibit E	Wine Village Conceptual Drawing
Exhibit F	Legal Description for South Orchard Park
Exhibit G	Legal Description for West Village Park
Exhibit H	Summary of Credits, Offsets, and Obligations
Exhibit I	Draft Memorandum of Agreement for recording

32. **NO PRESUMPTION OF DRAFTSMANSHIP BY EITHER PARTY.**

32.1 The Master Agreement has been reviewed and revised by both parties and has been the subject of public hearings. No presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of the Master Agreement.

33. **CAPTIONS.**

33.1 The captions are for ease of reference and are not considered substantive provisions of the Master Agreement, nor shall they be given any weight in determining the interpretation of any provision of the Master Agreement

34. **SEVERABILITY.**

34.1 If any provision of the Master Agreement is determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect, subject to the provisions of paragraph 27.2.

34.2 If any provision or provisions of the Master Agreement are determined to be unenforceable, then the Parties agree to negotiate in good faith a substitute provision or provisions that would accomplish the intent and purpose of the invalid provision in a method and manner that would be legal.

34.3 In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of the this Agreement, or any subsequent action taken by the parties to implement the Master Agreement conditions, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each Party shall select its own legal counsel, subject to the provisions of paragraph 27.4.

35. **AGREEMENT TO BE RECORDED.**

35.1 The parties shall sign the Memorandum of Agreement attached as Exhibit I and record it against the real property legally described in Exhibit A, as well as against each of the tax parcels within Bader Mountain South that exist on the Master Agreement Commencement Date. Nor Am shall pay the costs of recording.

36. **JURISDICTION AND VENUE.**

36.1 The Master Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party that the Master Agreement

shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Master Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

37. **COOPERATION IN EXECUTION OF DOCUMENTS.**

37.1 The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Master Agreement practically effective. This paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Master Agreement.

38. **FINAL AND COMPLETE AGREEMENT.**

38.1 This Master Agreement constitutes the final and complete expression of the Parties on all subjects relating to the development of the Badger Mountain South development. This Master Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Master Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Master Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Master Agreement and the exhibits hereto.

CITY OF RICHLAND:

NOR AM INVESTMENT, LLC

By: _____

Cindy Reents, ICMA-CM

Its: City Manager

By: _____

Lawrence J. White

Its: Manager

ATTEST:

By: _____

Marcia Hopkins

City Clerk

APPROVED AS TO FORM:

By: _____

Heather Kintzley

Its: City Attorney

**EXHIBIT A
TO
MASTER AGREEMENT
LEGAL DESCRIPTION FOR BADGER MOUNTAIN SOUTH**

Parcel "A":

The East half of the East half of Section 31, Township 9 North, Range 28 East, W.M., Benton County, Washington;
EXCEPT that portion described as follows:

The Southwest corner of the Southeast quarter of the Southeast quarter being the True Point of Beginning;

Thence East along the South line thereof 360.00 feet;

Thence Northwesterly in a straight line to a point on the West line of said Southeast quarter of the Southeast quarter, a distance of 360.00 feet North of the Southwest corner thereof;

Thence Southerly along said West line 360.00 feet to the True Point of Beginning;

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778, 92-16779, 93-1864, and 93-1871.

Parcel "B":

All of Section 32, Township 9 North, Range 28 East, W.M., Benton County Washington;

EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778 and 92-16779;

AND ALSO EXCEPT any portion lying within Short Plat 2465.

Parcel "C":

Section 33, Township 9 North, Range 28 East, W.M., Benton county, Washington, EXCEPT that portion thereof lying Northerly and Easterly of the following described line:

Beginning at the Northwest corner of said section;
Thence South 02°34'20" West, 1330.20 feet along the West line of said section to the True Point of Beginning;
thence South 77°57'14" East, 2389.11 feet;
thence South 83°23'24" East, 1450.14 feet;
thence South 48°00'49" East, 1013.41 feet;
thence South 28°44'51" East, 566.24 feet;
thence North 88°55'28" East, 380.42 feet to the East line of said section and the terminus of said line, said point bears South 00°45'19" West, 3237.80 feet from the Northeast corner of said section.

(Also known as Tract 4 of Survey recorded August 31, 1998, under Recording No. 1998-025706, records of Benton County, Washington.)

EXCEPT State Highway right-of-way;
AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

Parcel "D":

Section 4, Township 8 North, Range 28 East, W.M., Benton County, Washington,
EXCEPT that portion lying within the plat of EL RANCHO REATA NO. 3, according to the Plat thereof recorded in Volume 12 of Plats, Page 42, records of Benton County, Washington,
ALSO EXCEPT State highway right-of-way conveyed under Recording No. 870597, records of Benton County, Washington;
AND EXCEPT that portion lying southerly of the Reata Road right of way
AND EXCEPT that portion lying within the Plat of REATA RIDGE
AND EXCEPT the South 420 feet of the Southeast quarter thereof;
AND ALSO EXCEPT that portion conveyed to Benton County by deed recorded May 1, 2007, under Auditor's File No. 2007-013594, records of Benton County, Washington.

Parcel "E":

That portion of Section 29, Township 9 North, Range 28 East, W.M., Benton County, Washington, lying Southerly and Westerly of the following described line:

Beginning at the Southwest corner of said Section 29;
Thence South 89°23'44" East 1154.11 feet along the South line of said Section to the True Point of Beginning;
Thence North 00°38'28" West, 310.56 feet;
Thence South 89°21'30" West, 1103.84 feet to the East line of Dallas Road and the terminus of said line.
EXCEPT the West 40 feet for County Road right-of-way;
AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded February 13, 1979, under Auditor's File No. 783437, records of Benton County, Washington;
AND EXCEPT State Highway right-of-way;
AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778 and 92-16779;
AND ALSO EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00889-6;

EXHIBIT B
To
MASTER AGREEMENT
ENVIRONMENTAL MITIGATION CONDITIONS

1. To mitigate potential **Erosion and Soil Stability** impacts during construction:
 - 1.1 Implement erosion control measures per City of Richland requirements.
Provide vegetative cover on exposed soils as soon as practicable following clearing and grading.
 - 1.2 Water exposed areas during construction in accordance with local air-quality agency requirements.
 - 1.3 Compact soils at densities appropriate for planned land uses.
2. To mitigate **Air Quality** impacts during construction, develop a dust control plan prior to construction and comply with applicable Benton County Clean Air Authority's Fugitive Dust standards.
3. To mitigate **Surface Water** impacts, use the Washington State Department of Ecology's Stormwater Management Manual for Eastern Washington for Hydrologic and Hydrology design. All stormwater improvements are identified, sized and related to development activity in identified basins. A treatment BMP shall be used for each entire pond basin or individual BMPs shall be used on a project by project basis.
4. To mitigate **Noise** impacts from construction, comply with existing city noise regulations.
5. To mitigate **Transportation** impacts the following mitigation measures will be taken:
 - 5.1 Traffic mitigation measures for the first 1000 PM peak hour trips is as follows (for transportation impact purposes this is known as Phase 1):
 - 5.1.1 Dallas Road
Phase 1 of the Badger Mountain Subarea is expected to add roughly 900 trips to Dallas Road just north of the I-82 ramps during the PM peak hour, and over 9,400 daily trips. While Dallas is currently a high speed, low-volume road with significant excess capacity, the additional volumes would require the roadway to be widened to a four-lane cross section between the site and the I-82 WB ramp intersection. Dallas Road north of the site should be adequate as a two-lane section.

Mitigation Trigger:
Lanes will be added when Dallas Road intersections require them due to LOS deficiencies. Further analysis will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter.
 - 5.1.2 Dallas Road and Project Access
While the access configurations are not known at this time, some preliminary analysis indicates that a major project access could require dual left turn lanes for the westbound approach. Dallas Road would require left turn lanes at project entrances, and right turn lanes would be advisable.

Mitigation Trigger:

Further analysis will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter. Specific site improvements will occur to meet the City of Richland's adopted LOS.

5.1.3 Dallas Road and I-82 EB Ramps

This intersection would see heavy delays for the left turn from the off ramp onto Dallas Road. MUTCD Warrant 3 is met for the PM peak hour. Recommended mitigation for this intersection is widening on Dallas Road for a left turn lane for the southbound to eastbound turn onto the on ramp. In addition, the eastbound off-ramp approach should be widened for a separate left turn lane. Finally, the intersection should be signalized.

Mitigation Trigger:

Turn lane improvements shall be made when at the 600 p.m. peak trip level and the traffic signal shall be installed at the 750 p.m. peak trip level.

5.1.4 Dallas Road and I-82 WB Ramps

While this intersection would meet MUTCD Warrant 3 for the PM peak hour, delays at this location would not be as severe as at the I-82 EB ramp intersection. Recommended improvements include a free right turn lane for the I-82 WB off ramp approach (this movement becoming the additional travel lane required on Dallas between I-82 and the project as listed above), and a free right turn drop lane for the turn from Dallas onto the NB on ramp. Finally, the eastbound Dallas approach should be widened for a left turn lane for the eastbound left turn onto the on ramp. This would be a continuation of the left turn lane widening for the EB ramp intersection (continuous 3-lane section for Dallas between the two ramp intersections, assuming adequate space is available under the I-82 overpass). This intersection should be monitored for signal warrants as the project develops.

Mitigation Trigger:

Improvements shall be constructed when at the 600 p.m. peak trip level. Further analysis of traffic signal warrants will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter.

5.1.5 Dallas Road and Badger Mountain Parkway

At the start of Phase 1, this intersection should have additional left turn lanes and right turn pockets on Dallas Road. The intersection could operate adequately with stop control for Badger Mountain Parkway at roughly up to 60% of Phase 1 volumes, or 7.5% of full build out. At higher volumes, a signal should be considered to mitigate delays. At full build out this intersection should be widened with separate lanes for all turning movements, and dual left turn lanes for the westbound approach.

Mitigation Trigger:

At the start of Phase 1, this intersection should have additional left turn lanes and right turn pockets. The intersection could operate adequately with stop control for Badger Mountain Parkway at up to the 600 p.m. peak trip level. At that level of development, a traffic signal shall be constructed. At full build out this intersection should be widened with separate lanes for all turning movements, and dual left turn lanes for the westbound approach. Further analysis will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter.

5.1.6 Queensgate Drive & I-182 EB Ramps

This intersection should perform adequately with project traffic assuming WSDOT improvements are in place.

5.1.7 Leslie Road & Badger Road

This intersection is to be reconstructed from its current all-way stop configuration to a roundabout, as listed in the City of Richland TIP. Performance at this intersection is expected to be adequate at LOS B.

5.2 Transportation Mitigation beyond Phase 1 of Badger Mountain South

Analysis of on-site mitigation improvements will be tied to each new 500 peak p.m. trips generated within in Badger Mountain South and as follows:

5.2.1 Badger Mountain Parkway

Badger Mountain Parkway will be completed at a rate that will cause full completion to occur on or before 50% development of the entire Badger Mountain South site, i.e., 10% of site development will trigger 20% of parkway to be completed.

5.2.2 Market Street

Market Street will be completed on or before 50% build out of the East Market neighborhood.

5.2.3 Orchard Green Parkway

Orchard Green Parkway will be completed on or before 50% build out of the South Orchard neighborhood.

5.2.4 Local and Collector Streets

Improvements within Badger Mountain South will be made on a project-specific basis to serve the project and foster connectivity within and among neighborhoods, using the road standards identified in the LUDR and providing two avenues of access to each residential structure.

5.3 For off-site improvements beyond Phase 1:

After the Phase 1 threshold has been reached, and the Phase 1 improvements constructed, a Traffic Impact Analysis (TIA) will be provided to the city by the master developer at every point when 500 p.m. peak hour trips are generated from the Badger Mountain South development. The analysis shall be made using the city's traffic impact formulas for general applicability throughout the city that are in effect at the time the need for the TIA is triggered. The master developer will pay its fair share of improvements that are identified in the TIA as being needed to mitigate the effects of the additional 500 p.m. peak hour trips. The fair share payment shall be paid within 30 days after the city's acceptance of the TIA.

6. To mitigate **Potable Water** impacts the following mitigation measures will be taken:

6.1 Service to Badger Mountain South will require both on-site and off-site water system improvements.

6.2 A list of all of the proposed improvements is as follows:

- Approximately 1.0 Million gallons of water storage facilities located on the west side of Badger Mountain

New Tapteal 4 Pump Station located near the west end of the existing City distribution system.

Approximately 1.0 Million gallons of water storage facilities located on the east side of Badger Mountain

- New Tapteal 4 Pump Station located near the end of Meadow Hills Drive
- Two wholesale water distribution connections from the City's water system to the BMID distribution system.
- Approximately 2,300 lineal feet of 20" water mains, 600 feet of which is within Badger Mountain South and 1,700 feet off-site.
- Approximately 40,700 lineal feet of 16" water mains, of which 25,000 lineal feet is within Badger Mountain South, 10,500 feet is off site but intended to serve Badger Mountain South, and 5,200 feet is off site and principally intended to serve the Wilson properties, as identified in the BMS SubArea Plan.
- Approximately 39,300 lineal feet of 12" water mains, of which 23,000 lineal feet is within Badger Mountain South, 5,500 feet is off site but intended to serve Badger Mountain South, and 10,800 feet is off site and principally intended to serve the Wilson properties, as identified in the BMS SubArea Plan.
- Approximately 6 Pressure Reducing Valves (PRV's) to maintain separation between BMID Zone 1 and BMID Zone 3.

Upstream improvements to the pumps and pipes in Tapteal 1, 2 and 3 as identified in the City's water model.

6.3 Improvements will be constructed in phases as development progresses. All proposed improvements will be designed and constructed in accordance with the City of Richland standards.

6.4 Additional techniques will be used to reduce water consumption overall in the development of the Badger Mountain South master planned community. First, incorporating the use of xeriscaping techniques including the use of native and other drought tolerant plants that have adapted to dry conditions and require less water once established. Second, residential and commercial structures will include low-flow and water-efficient appliances. Developers of commercial structures will be encouraged to consider the use of "green roofs" or "cool roofs" on their buildings. All private homeowners associations will be provided education materials for their membership that identifies household water conservation methods.

7. To mitigate **Sanitary Sewer** impacts the following mitigation measures will be taken: The Badger Mountain South development will require 10 different capital improvements to mitigate the impacts to the City of Richland's current sewer system. The need for these improvements is triggered by the addition of new customers to the sewer system. Each project as identified below is triggered by a different number of equivalent residential units (ERU's). One ERU is defined as 200 gallons per day. Capital improvement projects were identified for

all offsite improvements and for all on-site improvements resulting in a sewer pipe diameter of 10" or larger. Following are the capital improvements:

7.1 On-site improvements include 3,000 lineal feet of new 15" sewer that conveys flows from the West Vineyard and West Village Basins to the Badger West Lift Station. Off-site improvements include 15,000 lineal feet of new 10" forcemain (or equivalent) to convey flows from the Badger West Lift Station to the west end of Strawberry Roane Lane in the Country Ridge Subdivision. The need for this project is triggered by development in the Badger West Basin.

7.2 On-site improvements include the Badger East Lift Station, approximately 6,900 lineal feet of 8" forcemain (or equivalent), and 4,200 lineal feet of new 10", 15", and 18" sewers. The need for this project is triggered by development in the Badger East Basin.

7.3 On-site improvements include 2,600 lineal feet of new 10" sewer and 1,900 lineal feet of new 12" sewer that convey flows from Wilson/Other Basin A, East Garden Basin, East Market Basin, and South Orchard Basin towards the Badger East Lift Station. The need for this project is triggered by development within tributary basins.

7.4 On-site improvements include 3,300 lineal feet of new 10" sewer that conveys flows from Wilson/Other Basin A towards the Badger East Lift Station. The need for this project is triggered by development within the Wilson Basin A.

7.5 Off-site improvements include 3,000 lineal feet of new 8" sewers to serve the Wilson/Other Basin B. The need for this project is triggered by development within Wilson Basin B.

7.6 Off-site improvements include the upsizing of 2,450 lineal feet of existing 8" sewers to 12", 18", and 21" sewers. The need for this project is triggered by the construction of 1,100 ERU's within the Badger Mountain Subarea.

7.7 Off-site improvements include the upsizing of 1,850 lineal feet of existing 8" sewers to 15", 18", and 21" sewers. The need for this project is triggered by the construction of 1,700 ERU's within the Badger Mountain Subarea.

7.8 Off-site improvements include the upsizing of 3,600 lineal feet of existing 12" sewers to 15", 18", 21", and 24" sewers. The need for this project is triggered by the construction of 2,000 ERU's within the Badger Mountain Subarea.

7.9 Off-site improvements include the upsizing of 3,700 lineal feet of existing 8" sewers to 12", 15", 18", & 21" sewers. The need for this project is triggered by the construction of 2,100 ERU's within the Badger Mountain Subarea.

7.10 Off-site improvements include the upsizing of 1,000 lineal feet of existing 15" and 21" sewers to 18", 24", & 27" sewers. The need for this project is triggered by the construction of 7,4 ERU's within the Badger Mountain Subarea.

8. To mitigate **Life Safety Services** impacts the following mitigation measures will be taken:

8.1 Two avenues of access will be provided to each residential structure to allow life-safety access.

8.2 All single family and duplex residential structures shall be constructed with a sprinkler system that meets NFPA standard 13-D.

8.3 A two-acre site for a new fire station facility will be dedicated in Badger Mountain South upon the city's determination that a new fire facility is needed.

9. To mitigate **Electrical Services** impacts the following mitigation measures will be taken:

9.1 A site up to two-acres in size and located in the northwest corner of Badger Mountain South, and adjacent to I-82, will be dedicated upon the city's determination that a new substation facility is needed.

9.2 Additional energy conservation measures are required for all development including:

- Achieve Energy Star certification applicable for the year of construction.
- Include passive and/or active means of allowing for both solar gain where used for passive solar heating as well as shading protection from unwanted solar gain.
- Include building space, conduits and roof support for future addition of solar hot water and PV systems on every building.
- Meet ANSI/ASHRAE/IESNA standards for all exterior lighting (Dark Sky Standards).
- Within residential structures, reduce energy demand for domestic hot water through the installation of either a solar hot water system or an on-demand hot water system.

10. To mitigate **Carbon Footprint** impacts the following mitigation measures will be taken:

10.1 Create development densities that support transit, walking and bicycling to reduce VMT and direct and indirect emissions from reduced parking facilities.

10.2 Develop with compact building design and mixed uses to reduce onsite fuel combustion emissions and purchased electricity consumption.

10.3 Require the planting of new street trees, establishing new greenways, and require solar-readiness in all development to reduce onsite fuel combustion emissions and purchased electricity plus enhance carbon sink.

10.4 Require the use of water conserving fixtures that exceed building code requirements and use drought-tolerant landscaping to reduce water consumption.

10.5 Require the use of low-VOC paints and building materials in all development to reduce fugitive emissions and indirect emissions.

10.6 Develop as a walkable and sustainable community in order to reduce sprawl and direct and indirect VMT.

11. To mitigate **School** impacts the following mitigation measures will be taken:

11.1 The school sites identified in the LUDR land use map as school sites and that are currently within the Richland School District, are intended to be used for the construction of two elementary schools and a middle school. By making these sites available for acquisition for the construction and operation of schools for the children intended to live within Badger Mountain South and the Richland School District (RSD) boundaries Nor Am has adequately mitigated the impacts of the Badger Mountain South development for school sites (Kennewick School District has already acquired a site from Nor Am that is located within Badger Mountain South as well as

in the Kennewick School District that will service the children within Badger Mountain South if and when a school is constructed on the site). The sites within the Richland School District that are identified as school sites shall remain available for acquisition by the Richland School District, or such other entity as is authorized by the State of Washington to operate an elementary school or middle school, until such time as Nor Am provides a census of the students living in the area with BMS and the RSD that shows there are currently children residing in that area that would reach 80 percent of the capacity of the average design capacity for then existing Richland School District Middle schools, in case of the Middle School site, and elementary schools in case of an elementary school site, not including portables. Nor Am will then give the Richland School District notice, with a copy to the City, of the census results, and the RSD, or such other entity as is authorized by the State of Washington to operate an elementary school, or middle school, shall then have two years to purchase the school site. The purchase price for the RSD shall not be more than the fair market value of the property at the time the census is provided to the RSD. If the RSD, or another entity authorized by the State of Washington to operate an elementary school or middle school, does not purchase the property within the two year period, then Nor Am may sell and/or develop the applicable school site for which the census applied, either for school purposes, or any other use permitted in the BMS-NG district or the Civic District.

11.2 The school site identified in the LUDR land use map as school site and that is currently within the Kennewick School District is intended to be used for the construction of an elementary school. By making this site available for acquisition for the construction and operation of a school for the children intended to live within Badger Mountain South and the Kennewick School District boundaries Nor Am has adequately mitigated the impacts of the Badger Mountain South development for school sites within the Kennewick School District. The Kennewick School District has already acquired the site from Nor Am.

END OF MITIGATION CONDITIONS.

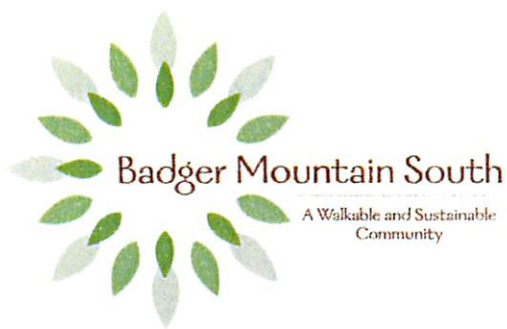
**EXHIBIT C
TO
MASTER AGREEMENT
LAND USE DEVELOPMENT REGULATIONS (LUDR)**

Exhibit C is a Separate Document Entitled:

Land Use & Development Regulations
With an Issue Date of: December 7, 2010

The cover page of which has been signed by the City Manager.
That document is incorporated by reference.

**EXHIBIT D
TO
MASTER AGREEMENT
GREEN INFRASTRUCTURE**



**Green Infrastructure Improvements
5,000 Residential Units**

*Note – Primary & Secondary Trail segments within the Neighborhoods will be constructed in association with adjacent street improvements

1. Badger Mountain Hub

Improvements

- 5,500 LF – Urban Trail (to be designed and constructed as part of the Destination Retail development)
- 2,900 LF – Secondary Trail
- 3,500 LF - Greenbelt

2. West Vineyard Neighborhood – 900 RU

Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #4	45 RU
○ Local Park #2 – Phase 1	110 RU
○ 1,800 LF – Primary Trail 1,800 LF Greenbelt	75 RU
○ 3,000 LF – Primary Trail 3,000 LF Greenbelt	120 RU
○ Local Park #3	65 RU
○ 1,800 LF – Primary Trail 1,800 LF - Greenbelt 600 LF – Secondary Trail	75 RU
○ The Reserve: 1/4 of Landscape Improvements 4,400 LF – Primary Trail 800 LF – Secondary Trail	150 RU
○ Local Park #2 – Phase 2	200 RU
○ <u>Block Parks (to be distributed) – 1.8 Acres</u>	60 RU
	900 RU

Note: Neighborhood Park #1 will be developed as a community-wide facility as part of the East Garden neighborhood.

3. West Village Neighborhood – 1,320 RU

Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #3	45 RU
○ Village Green	235 RU
○ Median Park 1,400 LF – Secondary Trail	65 RU
○ Local Park #1 1,800 LF Primary Trail 1,800 LF – Greenbelt	130 RU
○ The Ravine: Landscape Improvements 2,700 LF – Primary Trail	80 RU
○ Local Park #2	50 RU
○ 4,000 LF – Primary Trail 4,000 LF - Greenbelt	150 RU
○ 2,800 LF – Primary Trail 2,800 LF – Greenbelt	105 RU
○ The Reserve: ½ of Landscape Improvements Open Play Field 5,000 LF – Primary Trail 2,000 LF – Secondary Trail Dog Park	310 RU
○ The Ravine: 6,900 LF – Secondary Trail Site Furnishings Multi-Station Exercise Course	65 RU
○ <u>Block Parks (to be distributed) – 2.7 Acres</u>	85 RU

1,320 RU

4. East Garden Neighborhood – 870 RU

Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #2	45 RU
○ 1,500 LF – Primary Trail 1,750 LF – Secondary Trail 3,250 LF – Greenbelt	100 RU
○ Local Park #1 (West Vineyard)	300 RU
○ The Reserve: 1/4 of Landscape Improvements 5,000 LF – Primary Trail 1,400 LF Secondary Trail (3) Picnic Areas	210 RU
○ Local Park #1	120 RU
○ 2,300 LF - Secondary Trail 2,300 LF – Greenbelt 650 LF – Equestrian Trail	35 RU
○ <u>Block Parks (to be distributed) – 1.8 Acres</u>	60 RU
	870 RU

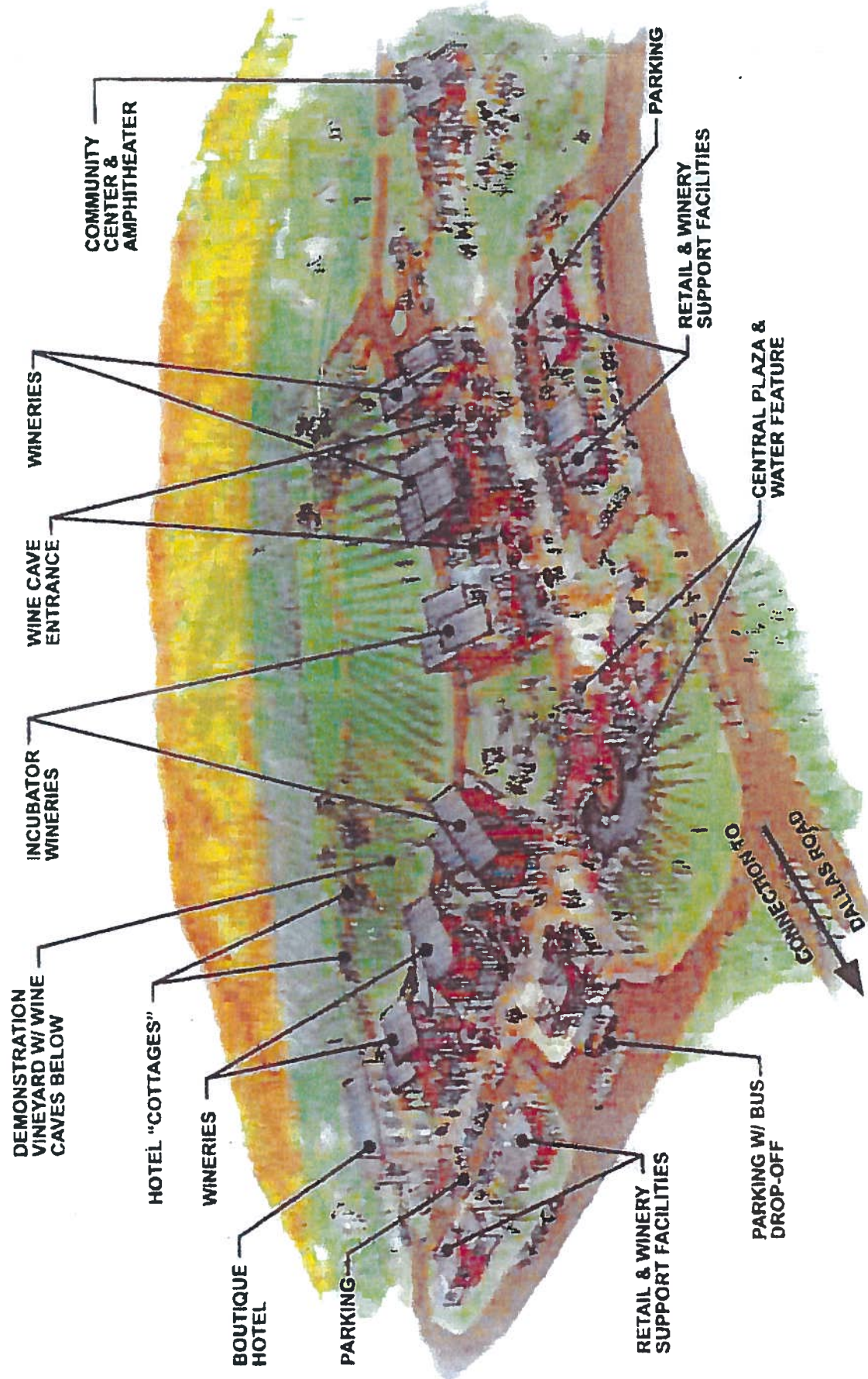
5. East Market Neighborhood – 1,150 RU

Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #1 (w/Public Library)	50 RU
○ Median Park 1,900 LF – Secondary Trail	75 RU
○ Farmers Market Plaza Local Park #2	65 RU
○ The Reserve: Activity Courts & Sand Volleyball 3,100 LF – Secondary Trail Site Furnishings Children’s Playground	250 RU
○ Local Park #3	120 RU
○ 2,400 LF – Primary Trail 2,400 LF – Greenbelt	100 RU
○ The Orchard Green: 5,000 LF – Primary Trail 2,700 LF – Secondary Trail 1/2 of Landscape Improvements Community Garden w/Orchard 3,300 LF – Equestrian Trail Water Feature	400 RU
○ <u>Block Parks (to be distributed) – 2.3 Acres</u>	90 RU
	1,150 RU

6. South Orchard Neighborhood – 760 RU

Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #2	40 RU
○ 2,500 LF – Primary Trail 2,500 LF – Secondary Trail 5,000 LF – Greenbelt	140 RU
○ Local Park #1	230 RU
○ 2,000 LF – Primary Trail 2,000 LF – Secondary Trail 4,000 LF - Greenbelt	90 RU
○ 2,800 LF – Secondary Trail 4,200 LF – Greenbelt	50 RU
○ The Orchard Green: 5,300 LF – Primary Trail 2,700 LF – Secondary Trail 1/2 of Landscape Improvements Open Play Field Dog Park (3) Picnic Areas Site Furnishings	160 RU
○ <u>Block Parks (to be distributed) – 1.4 Acres</u>	50 RU
	760 RU

**EXHIBIT E
TO
MASTER AGREEMENT
WINE VILLAGE CONCEPTUAL DRAWING**



JUNE 7, 2008

BADGER MOUNTAIN SOUTH: A WALKABLE AND SUSTAINABLE COMMUNITY

Exhibit E to Master Agreement
Page E-1 of 1

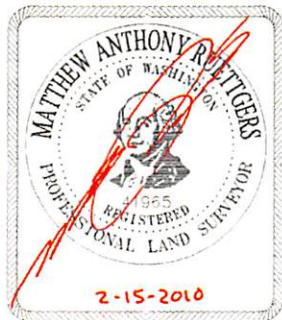
RICHLAND

NOR AM

**EXHIBIT F
TO
MASTER AGREEMENT
LEGAL DESCRIPTION FOR SOUTH ORCHARD PARK**

A portion of the Northeast, Southeast, Southwest, and Northwest $\frac{1}{4}$ of Section 4, Township 8 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

Commencing at the centerline, centerline intersection of Reata Road and Badger Mountain Parkway, as shown on the Plat of Reata Ridge; thence North $00^{\circ}11'38''$ West - 230.34 feet, on the centerline of said Badger Mountain Parkway to a point of curve; thence continuing on said centerline 305.38 feet on the arc of a 600.00 foot radius curve to the left, whose central angle is $29^{\circ}09'41''$, and chord bears North $14^{\circ}46'29''$ West - 302.09 feet to its intersection with the centerline of Country Club Way; thence continuing on said Badger Mountain Parkway centerline, 50.15 feet on the arc of a 600.00 foot radius curve to the left, whose central angle is $04^{\circ}47'20''$, and chord bears North $31^{\circ}45'00''$ West - 50.13 feet to the terminus point of said centerline, lying on the Northerly boundary of the Plat of Reata Ridge; thence 21.43 feet on the curve of a 600.00 foot radius curve to the left, whose central angle is $02^{\circ}02'45''$, and chord bears North $35^{\circ}10'02''$ West - 21.42 feet to a point of reversing curve; thence 12.56 feet on the arc of a 600.00 foot radius curve to the right, whose central angle is $01^{\circ}11'59''$, and chord bears North $35^{\circ}35'25''$ West - 12.56 feet to a point of tangent; thence North $34^{\circ}59'26''$ West - 758.34 feet to a point; thence South $55^{\circ}00'34''$ West - 193.78 feet to a point of curve; thence 60.73 feet on the arc of a 100.00 foot radius curve to the right, whose central angle is $34^{\circ}47'51''$, and chord bears South $72^{\circ}24'30''$ West - 59.80 feet to a point of tangent; thence South $89^{\circ}48'25''$ West - 953.46 feet; thence North $00^{\circ}11'35''$ West 37.50 feet to a point; thence 400.68 feet on the arc of a 462.50 foot radius curve to the right, whose central angle is $49^{\circ}38'14''$, and chord bears North $65^{\circ}22'28''$ West - 388.27 feet to a point; thence North $40^{\circ}33'21''$ West - 125.84 feet to a point; thence North $49^{\circ}26'39''$ East - 650.33 feet to the **True Point of Beginning**; thence continuing North $49^{\circ}26'39''$ East - 526.94 feet to a point of curve; thence 87.07 feet on the arc of a 289.00 foot radius curve to the left, whose central angle is $17^{\circ}15'47''$, and chord bears North $40^{\circ}48'46''$ East - 86.75 feet to a point; thence South $72^{\circ}51'37''$ East - 52.28 feet to a point of curve; thence 37.82 feet on the arc of a 125.00 foot radius curve to the left, whose central angle is $17^{\circ}20'02''$, and chord bears South $81^{\circ}31'37''$ East - 37.67 feet to a point; thence North $89^{\circ}48'22''$ East - 192.13 feet to a point; thence South $00^{\circ}11'38''$ East - 515.92 feet to a point; thence South $89^{\circ}48'22''$ West - 626.83 feet to a point; thence North $40^{\circ}33'21''$ West - 171.21 feet to the True Point of Beginning, and the terminus point of this description. All lying in the Northeast, Southeast, Southwest, and Northwest $\frac{1}{4}$ of Section 4, Township 8 North, Range 28 East, Willamette Meridian, Benton County, Washington, and containing 6.59 acres, more or less.



**EXHIBIT G
TO
MASTER AGREEMENT
LEGAL DESCRIPTION FOR WEST VILLAGE PARK**

A portion of the Southeast $\frac{1}{4}$ of Section 32, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

Commencing at the Southeast corner of said Section 32; thence North $02^{\circ}33'53''$ East, 1006.14 feet on the East line of said section to a point; thence leaving said East line, South $89^{\circ}08'34''$ West, 360.64 feet to the **True Point of Beginning**; thence South $89^{\circ}08'34''$ West, 754.23 feet to a point; thence North $00^{\circ}51'26''$ West, 771.80 feet to a point; thence South $89^{\circ}08'34''$ West, 671.21 feet to a point; thence North $00^{\circ}51'26''$ West, 418.20 feet to a point; thence North $89^{\circ}08'34''$ East, 189.80 feet to a point of tangent curve; thence 535.62 feet on the arc of a 500.00 foot radius curve to the left, whose central angle is $61^{\circ}22'37''$, and chord bears North $58^{\circ}27'15''$ East, 510.37 feet to a point; thence North $27^{\circ}45'57''$ East, 119.63 feet to a point; thence South $62^{\circ}14'11''$ East, 4.57 feet to a point of tangent curve; thence 1047.86 feet on the arc of a 2061.00 foot radius curve to the right, whose central angle is $29^{\circ}07'50''$, and chord bears South $47^{\circ}40'15''$ East, 1036.61 feet to a point of reversing curve; thence 187.97 feet on the arc of a 939.00 foot radius curve to the left, whose central angle is $11^{\circ}28'11''$, and chord bears South $38^{\circ}50'26''$ East, 187.66 feet to a point; thence South $45^{\circ}25'28''$ West, 188.03 feet to a point; thence South $00^{\circ}51'26''$ East, 566.00 feet to the **True Point of Beginning**. All lying in the Southeast $\frac{1}{4}$ of Section 32, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and containing 30.07 acres, more or less.

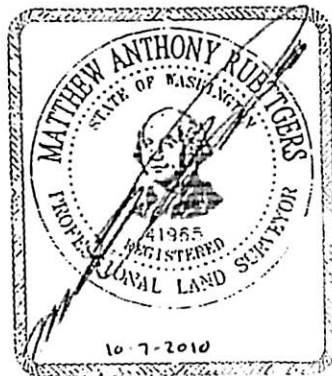
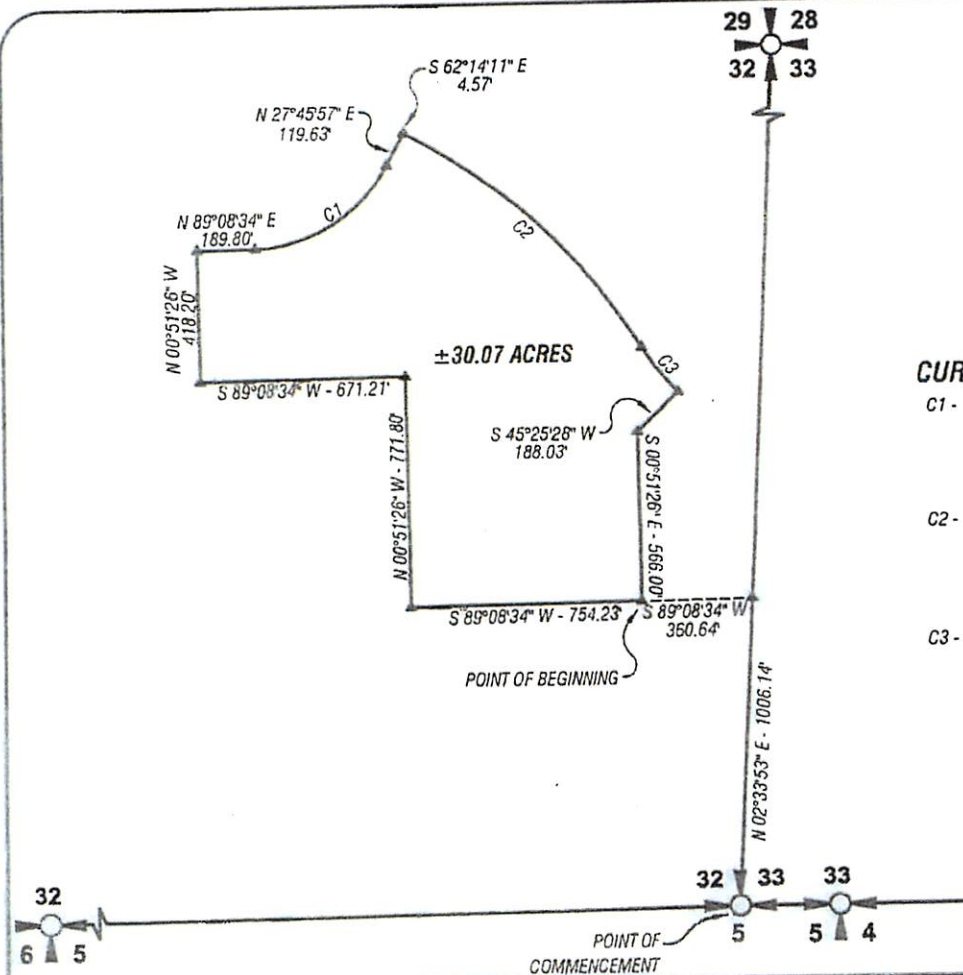


EXHIBIT G - PAGE 2
PARK PROPERTY PICTORIAL ILLUSTRATION
 LOCATED IN SE 1/4 OF SECTION 32,
 TOWNSHIP 9 NORTH, RANGE 28 EAST,
 W.M., BENTON COUNTY, WASHINGTON



CURVE TABLE:

C1 - D=61°22'37"
 L=535.62'
 R=500.00'
 CH=N 58°27'15" E - 510.37'

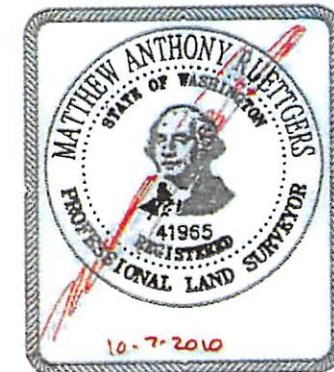
C2 - D=29°07'50"
 L=1047.86'
 R=2061.00'
 CH=S 47°40'15" E - 1036.61'

C3 - D=11°28'11"
 L=187.97'
 R=939.00'
 CH=S 38°50'26" E - 187.66'

NOT TO SCALE

LEGEND:

▲ CALCULATED POINT



PacWest ENGINEERING, LLC
 10209 Bridgeport Way SW, Suite C-1
 Lakewood, Wa. 98499
 Phone (253) 830-5960
 Fax (253) 830-5999

DWG: 07-540KSD.DWG

DATE: 10-07-2010

PROJECT: 07-540

RICHLAND
 NOR AM

**EXHIBIT H
TO MASTER AGREEMENT
SUMMARY OF CREDITS, OFFSETS AND OBLIGATIONS**

Nor Am Obligations	Master Agreement Section Reference
1. Design, construct and dedicate to the City, off site water and sewer lines needed to bring sewer capacity to the site and create sufficient water supply to insure fire flow.	Section 13
2. Unless otherwise provided, design, construct and dedicate to the service provider, all onsite infrastructure needed to support the planned development.	Sections 10, 13 and 19
3. Convey to the City one community park site of approximately 30 acres, and one neighborhood park site of approximately 5 acre. City will pay half the closing costs and grant a future park impact fee credit equal to pre-development value of the land.	Section 17
4. Construct and convey to the City a class one backbone trail of approximately 2 ¾ miles which connects neighborhoods, parks with the City wide trail system.	Section 17
5. Convey to the City other sites necessary to support the development of the project including streets, utility easements, an electrical sub-station site and a fire station site.	Section 18
6. Fund a Master Agreement Administrator who will be responsible for coordinating onsite development, insuring compliance with the LUDR, orderly extension of infrastructure and the timely development of required mitigation measures.	Sections 24 and 25
7. Require development within BMS to comply with all conditions of the Master Agreement including the LUDR, environmental mitigation conditions and the "Green Infrastructure Improvements".	Section 8
8. Monitor traffic and sewer flows to determine when mitigation measures are required and pay their pro-rata share of required off-site improvements.	Section 14
9. Maintain open spaces, non –City trails, and other community facilities, until such time the City deem the homeowners' association to have sufficient revenues to assume this responsibility.	Section 20

**EXHIBIT H
TO MASTER AGREEMENT
SUMMARY OF CREDITS, OFFSETS AND OBLIGATIONS**

City of Richland Obligations	Master Agreement Section Reference
1. Reimburse Nor Am for the cost of designing and constructing offsite improvements necessary to provide fire flow for the site and that portion of offsite sewer improvements needed to support commercial development near the Dallas Road interchange. The reimbursement shall occur at a rate equal to 50% of any surplus revenues generate from the project in excess of the City's cost to provide services.	Section 15
2. Construct a Community Park (30 acres) in phases based on number of residential building permits issued.	Section 17.5
3. Construct a Neighborhood Park (6 acres) in phases based on number of residential building permits issued.	Section 17.6
4. Accept into the City's trail system a backbone trail constructed by NorAm of approximately 2 ¾ miles in length.	Section 17
5. Place public improvements needed for BMS in the City's Capital Facilities plan, and Transportation Improvement Plan to insure eligibility for potential grants.	Sections 17 and 19
6. Use the approved EIS to determine mitigation measures which must be constructed with each development project within BMS.	Section 9
NorAm and City of Richland Joint Obligations	
1. Implement the standards contained in the Land Use and Development Regulations.	Section 10
2. Use best efforts to negotiate new service agreements with Benton PUD and BMID that insure electric and water service is obtained in a timely and cost-effective manner for the build-out of the project.	Section 12
3. Work with the Port of Kennewick to jointly fund the public elements of the proposed Wine Village.	Section 16

EXHIBIT I
To
MASTER AGREEMENT
DRAFT MEMORANDUM OF AGREEMENT FOR RECORDING

RECORDED AT THE REQUEST OF:
AND AFTER RECORDING RETURN TO:

Thomas O. Lampson
City Attorney
City of Richland
975 George Washington Way
P.O. Box 190 MS-07
Richland, WA 99352

MEMORANDUM OF MASTER AGREEMENT

1. This Memorandum of Master Agreement is made by and between the CITY OF RICHLAND, a Washington municipal corporation, whose address is P.O. Box 190, Richland, Washington 99352 and NOR AM INVESTMENT, LLC, a Washington limited liability company whose address is 12513 Avenue DuBois, Lakewood, Washington 98498.

2. Agreements and the Property Affected.

2.1 The parties hereto entered into an agreement dated December 7, 2010, entitled "Agreement Between the City of Richland and Nor Am Investment, LLC Regarding the Community Known as Badger Mountain South" (the "Master Agreement"). The real

MEMORANDUM OF MASTER AGREEMENT
PAGE 1 OF 6



RICHLAND



NOR AM

EXHIBIT I TO MASTER AGREEMENT
PAGE I-1 OF 6

property affected by the Master Agreement is identified by Benton County Assessor's Tax Parcel Numbers 104881000001000, 104884030009000, 104884030010000, 104881000002006, 104884000001003, 129982000001000, 131981000001000, 132981000002001, 132981000002002, and 133983000001000; and is legally described in Exhibit "A" attached hereto ("Subject Property"). The term of the Master Agreement is for twenty years, commencing on the 9 day of February, 2011, and continuing through and including 8 day of February, 2031.

2.2 The Master Agreement referenced in paragraph 2.1 is a binding agreement that affects the right to develop the Subject Property. The Master Agreement is a public document on file with the City Clerk of the City of Richland, Washington and was approved by the City Council with the adoption of Resolution No. 77-10. The Master Agreement should be reviewed before purchasing any of the Subject Property.

3. The parties hereto have executed this Memorandum of Agreement this 9 day of February, 2011.

THE CITY OF RICHLAND

NOR AM INVESTMENT, LLC

By: 
Cindy Johnson, City Manager

By: 
Lawrence J. White, Manager

STATE OF WASHINGTON | ss.

MEMORANDUM OF MASTER AGREEMENT
PAGE 2 OF 6


RICHLAND

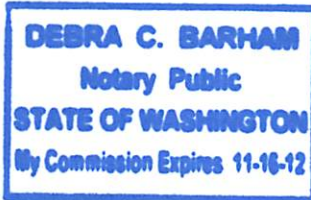

NOR AM

EXHIBIT I TO MASTER AGREEMENT
PAGE I-2 OF 6

COUNTY OF BENTON

On this day personally appeared before me Cindy Johnson, to me known to be the individual described in and who executed the within and foregoing instrument in her capacity as City Manager for the CITY OF RICHLAND, and acknowledge that she signed the same as her free and voluntary act and deed in the capacity herein stated, for the uses and purposes therein mentioned.

Dated this 9 day of ~~December~~ ^{FEBRUARY 2011}, 2010.



Debra C. Barham
(Signature of Notary) DEBRA C. BARHAM
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington,
residing at BENTON COUNTY
My appointment expires 11/16/12

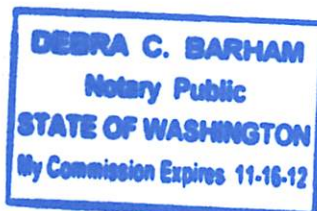
STATE OF WASHINGTON

ss.

COUNTY OF PIERCE

On this day personally appeared before me Lawrence J. White, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledge that he signed the same as his free and voluntary act and deed in his capacity as Manager of NOR AM INVESTMENT, LLC, a Washington limited liability company, for the uses and purposes therein mentioned.

Dated this 9 day of ~~December~~ ^{FEBRUARY 2011}, 2010.



Debra C. Barham
(Signature of Notary)
DEBRA C. BARHAM
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington,
residing at BENTON COUNTY
My appointment expires 11/16/12

MEMORANDUM OF MASTER AGREEMENT
PAGE 3 OF 6

WK R
RICHLAND NOR AM

EXHIBIT I TO MASTER AGREEMENT
PAGE I-3 OF 6

EXHIBIT A
TO
MEMORANDUM OF MASTER AGREEMENT

Parcel "A":

The East half of the East half of Section 31, Township 9 North, Range 28 East, W.M., Benton County, Washington;

EXCEPT that portion described as follows:

The Southwest corner of the Southeast quarter of the Southeast quarter being the True Point of Beginning;

Thence East along the South line thereof 360.00 feet;

Thence Northwesterly in a straight line to a point on the West line of said Southeast quarter of the Southeast quarter, a distance of 360.00 feet North of the Southwest corner thereof;

Thence Southerly along said West line 360.00 feet to the True Point of Beginning;

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778, 92-16779, 93-1864, and 93-1871.

Parcel "B":

All of Section 32, Township 9 North, Range 28 East, W.M., Benton County Washington;

EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

MEMORANDUM OF MASTER AGREEMENT
PAGE 4 OF 6



RICHLAND



NOR AM

EXHIBIT I TO MASTER AGREEMENT
PAGE I-4 OF 6

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778 and 92-16779;

AND ALSO EXCEPT any portion lying within Short Plat 2465. Exhibit A to Master Agreement Page A-2 of 3

Parcel "C":

Section 33, Township 9 North, Range 28 East, W.M., Benton county, Washington, EXCEPT that portion thereof lying Northerly and Easterly of the following described line:

Beginning at the Northwest corner of said section;

Thence South 02°34'20" West, 1330.20 feet along the West line of said section to the True Point of Beginning;

thence South 77°57'14" East, 2389.11 feet;

thence South 83°23'24" East, 1450.14 feet;

thence South 48°00'49" East, 1013.41 feet;

thence South 28°44'51" East, 566.24 feet;

thence North 88°55'28" East, 380.42 feet to the East line of said section and the terminus of said line, said point bears South 00°45'19" West, 3237.80 feet from the Northeast corner of said section.

(Also known as Tract 4 of Survey recorded August 31, 1998, under Recording No. 1998-025706, records of Benton County, Washington.)

EXCEPT State Highway right-of-way;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

Parcel "D":

Section 4, Township 8 North, Range 28 East, W.M., Benton County, Washington,

EXCEPT that portion lying within the plat of EL RANCHO REATA NO. 3, according to the

Plat thereof recorded in Volume 12 of Plats, Page 42, records of Benton County, Washington,

ALSO EXCEPT State highway right-of-way conveyed under Recording No. 870597, records of Benton County, Washington;

MEMORANDUM OF MASTER AGREEMENT
PAGE 5 OF 6



RICHLAND



NOR AM

EXHIBIT I TO MASTER AGREEMENT
PAGE I-5 OF 6

AND EXCEPT that portion lying southerly of the Reata Road right of way
AND EXCEPT that portion lying within the Plat of REATA RIDGE
AND EXCEPT the South 420 feet of the Southeast quarter thereof;
AND ALSO EXCEPT that portion conveyed to Benton County by deed recorded May 1, 2007,
under Auditor's File No. 2007-013594, records of Benton County, Washington. Exhibit A to
Master Agreement Page A-3 of 3

Parcel "E":

That portion of Section 29, Township 9 North, Range 28 East, W.M., Benton County,
Washington, lying Southerly and Westerly of the following described line:
Beginning at the Southwest corner of said Section 29;
Thence South 89°23'44" East 1154.11 feet along the South line of said Section to the True
Point of Beginning;
Thence North 00°38'28" West, 310.56 feet;
Thence South 89°21'30" West, 1103.84 feet to the East line of Dallas Road and the terminus of
said line.
EXCEPT the West 40 feet for County Road right-of-way;
AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit
Claim Deed, recorded February 13, 1979, under Auditor's File No. 783437, records of Benton
County, Washington;
AND EXCEPT State Highway right-of-way;
AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File
No's. 92-16778 and 92-16779;
AND ALSO EXCEPT those portions acquired by the State of Washington under eminent
domain proceedings filed in Benton County Superior Court Cause No. 82-2-00889-6;

Parcel "F":

Tracts "C" & "D" of the plat of Reata Ridge, according to the Plat thereof recorded in Volume
15 of Plats, Page 389, records of Benton County, Washington.

MEMORANDUM OF MASTER AGREEMENT
PAGE 6 OF 6



RICHLAND



NOR AM

EXHIBIT I TO MASTER AGREEMENT
PAGE I-6 OF 6

RESOLUTION NO. 117-15

A RESOLUTION of the City of Richland authorizing amendments to the Master Agreement between the City of Richland and Nor Am Investment, LLC regarding the Badger Mountain South Master Planned Community.

WHEREAS, RCW 36.70B.170-200 authorizes the City to enter into development agreements by resolution or ordinance that set forth the development standards and other provisions that shall apply to and govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement; and

WHEREAS, the City previously entered into a Master Agreement with Nor Am Investment LLC, through the adoption of Resolution No. 77-10 to govern the development of Badger Mountain South, a master planned community of 1480 acres located within the City of Richland; and

WHEREAS, the intent of the proposed Master Agreement is to (1) further the goals and policies of the City's comprehensive plan; (2) provide mechanisms to assure that the public health and safety is protected while having growth pay for growth; (3) provide adequate space for elementary and middle schools so that the affected school districts can place schools in the areas in which the need will be generated; (4) create a new tourist destination and freeway oriented development to capture additional tax revenue for the City; (5) provide for public investment to stimulate the economy while assuring that development occurs in a financially responsible manner that does not adversely impact the City's financial integrity; (6) stimulate economic development within the City by creating areas for business development and expansion; (7) create a viable walkable community with standards designed to meet sustainability goals; (8) provide a broad range of housing types; (9) provide recreational opportunities within close proximity to housing; (10) provide for expedited permit processing while assuring adequate public input and mitigation of environmental impacts and (11) provide flexibility in uses and timing of development to accommodate market trends and conditions; and

WHEREAS, the City Council held a legally advertised public hearing to consider the proposed amendments to the Master Agreement on March 3, 2015; and

WHEREAS, the City Council recognizes that changes to the Master Agreement are necessary and desirable to provide additional flexibility and to reflect changed circumstances that have occurred over the past five year period;

WHEREAS, the City Council finds that the proposed amendments to the Master Agreement do not detract from the overall intent or purpose of the agreement;

WHEREAS, the Final Supplemental Environmental Impact Statement for the Badger Mountain Subarea Plan, dated August 23, 2010 has been adopted in fulfillment of the provisions of the State Environmental Policy Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City Council accepts the proposed changes to the Master Agreement between the City of Richland and Nor Am Investment, LLC regarding the community known as Badger Mountain South and authorizes and directs the City Manager to execute the Master Agreement on behalf of the City.

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

PASSED by the City Council of the City of Richland at a regular meeting on the 16th day of June, 2015.



DAVID W. ROSE
Mayor

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



HEATHER KINTZLEY
City Attorney

Chapter 19.50

CONSISTENCY WITH DEVELOPMENT REGULATIONS AND SEPA

Sections:

19.50.010 Determination of consistency.

19.50.020 Initial SEPA analysis.

19.50.030 Categorically exempt and planned actions.

19.50.010 Determination of consistency

A. Purpose. When the city receives a project permit application, consistency between the proposed project and the applicable regulations and comprehensive plan should be determined through the process in this chapter and the city's adopted SEPA ordinance, Chapter 22.09 RMC.

B. Consistency. During project permit application review, the city shall determine whether the items listed in this subsection are defined in the development regulations applicable to the proposed project. In the absence of applicable development regulations, the city shall determine whether the items listed in this subsection are defined in the city's adopted comprehensive plan. This determination of consistency shall include the following:

1. The type of land use permitted at the site, including uses that may be allowed under certain circumstances, if the criteria for their approval have been satisfied;
2. The level of development, such as units per acre, density of residential development in urban growth areas, or other measures of density;
3. Availability and adequacy of infrastructure and public facilities identified in the comprehensive plan, if the plan or development regulations provide for funding of these facilities as required by Chapter 36.70A RCW; and
4. Character of the development, such as development standards.

C. Concurrency. For Type II and Type III applications, a concurrency review shall be completed by the city. The review shall consist of an evaluation of the transportation impacts created by the proposed project on the city street system. The city shall make a determination as to whether the transportation impacts of the proposed project will cause the level of service on the city street system to drop below the level of service adopted in the city's comprehensive plan. In the event that a proposed project is anticipated to create a drop in the level of service below the standard adopted in the comprehensive plan, the city shall identify mitigation measures that could be implemented to prevent the projected decline in the level of

service. Nothing in this section would prevent an applicant from modifying his proposal to avoid a projected decline in the level of service. Mitigation measures may not be necessary if the city has a transportation project listed in its adopted six-year plan that, if implemented, would prevent the decline in the projected level of service. [Ord. 12-96; Ord. 02-00; Ord. 29-12 § 1.01].

19.50.020 Initial SEPA analysis

A. The city shall also review the project permit application under the requirements of the State Environmental Policy Act (“SEPA”), Chapter 43.21C RCW; the SEPA rules, Chapter 197-11 WAC; and RMC Title 22 (Environment), and shall:

1. Determine whether the applicable regulations require studies that adequately analyze all of the project permit application’s specific probable adverse environmental impacts;
2. Determine if the applicable regulations require measures that adequately address such environmental impacts;
3. Determine whether additional studies are required and/or whether the project permit application should be conditioned with additional mitigation measures;
4. Provide prompt and coordinated review by government agencies and the public on compliance with applicable environmental laws and plans, including mitigation for specific project impacts that have not been considered and addressed at the plan or development regulation level.

B. In its review of a project permit application, the city may determine that the requirements for environmental analysis, protection and mitigation measures in the applicable development regulations, comprehensive plan and/or in other applicable local, state or federal laws provide adequate analysis of the mitigation for the specific adverse environmental impacts of the application.

C. A comprehensive plan, development regulation or other applicable local, state or federal law provides adequate analysis of and mitigation for the specific adverse environmental impacts of an application when:

1. The impacts have been avoided or otherwise mitigated; or
2. The city has designated as acceptable certain levels of service, land use designations, development standards or other land use planning required or allowed by Chapter 36.70A RCW.

D. In its decision whether a specific adverse environmental impact has been addressed by an existing rule or law of another agency with jurisdiction with environmental expertise with regard to a specific environmental impact, the city shall

consult orally or in writing with that agency and may expressly defer to that agency. In making this deferral, the city shall base or condition its project approval on compliance with these other existing rules or laws.

E. Nothing in this section limits the authority of the city in its review or mitigation of a project to adopt or otherwise rely on environmental analyses and requirements under other laws, as provided by Chapter 43.21C RCW.

F. The city shall also review the application under RMC Title 22 (Environment). [Ord. 12-96; Ord. 29-12 § 1.01].

19.50.030 Categorically exempt and planned actions.

A. Categorically Exempt. Actions categorically exempt under RCW 43.21C.110(1)(a) do not require environmental review or the preparation of an environmental impact statement. An action that is categorically exempt under the rules adopted by the Department of Ecology (Chapter 197-11 WAC) may not be conditioned or denied under SEPA.

B. Planned Actions.

1. A planned action does not require a threshold determination or the preparation of an environmental impact statement under SEPA, but is subject to environmental review and mitigation under SEPA.

2. A “planned action” means one or more types of project action that:

a. Are designated planned actions by an ordinance or resolution adopted by the city;

b. Have had the significant impacts adequately addressed in an environmental impact statement prepared in conjunction with:

i. A comprehensive plan or subarea plan adopted under Chapter 36.70A RCW; or

ii. A fully contained community, a master planned resort, a master planned development or a phased project;

c. Are subsequent or implementing projects for the proposals listed in subsection (B)(2)(b) of this section;

d. Are located within an urban growth area, as defined in RCW 36.70A.030;

e. Are not essential public facilities, as defined in RCW 36.70A.200; and

f. Are consistent with the city’s comprehensive plan adopted under Chapter 36.70A RCW.

C. Limitations on Planned Actions. The city shall limit planned actions to certain types of development or to specific geographical areas that are less extensive than the jurisdictional boundaries of the city, and may limit a planned action to a time period identified in the environmental impact statement or the adoption of this chapter.

D. During project review, the city shall not reexamine alternatives to or hear appeals on the items identified in RMC 19.50.010(B), except for issues of code interpretation.

E. Project review shall be used to identify specific project design and conditions relating to the character of development, such as the details of site plans, curb cuts, drainage swales, the payment of impact fees, or other measures to mitigate a proposal's probable adverse environmental impacts. [Ord. 12-96; Ord. 29-12 § 1.01].

ONeill, Shane

From: Josh Pfenning <josh.pfenning@gmail.com>
Sent: Wednesday, January 17, 2018 3:00 PM
To: ONeill, Shane
Subject: Comments for Public Hearing S2017-105

Dear City of Richland

I am a homeowner in the new West Vineyard subdivision at Badger Mountain South. I'm writing my comments not necessarily in opposition to the land use request to develop more lots as part of phase 2 to West Vineyard... but to offer a reminder to The City and The Developers of the promises made to the community and to the homebuyers in Badger Mountain South of the retail and services section of the development - the 40 lots that comprise Venito Villagio.

It is understandable in this current real estate market that the corporate developers and corporate home builders want to swarm in, build as many houses as fast as they can and get out before the real estate market inevitably cools off. I get it, make your money while it's hot and I'm first to admit as a homeowner in this area I'm benefitting as much as the next guy with dramatic home price/equity increases. But in the haste of opening land and getting it developed as quickly as possible, not one shovel has been turned to get the Venito Villagio underway, that was part of the commitment to make Badger Mountain South a 'sustainable place to live'.

Yes, we have The Country Mercantile just down the road and when I run out of BBQ sauce it's nice to have them nearby... but the retail lots need to get started right away, there needs to be an equal balance to getting the retail sector underway in-pace with the homes being built. In otherwords, in the rush to build homes don't forget to also develop the retail.

West Vineyard is nearly built-out, with 90+% of the lots completed; the West Village sector recently opened for construction about 2 months ago and at least a dozen homes if not more are already underway there of the 150 or so lots available. Reata West, Summit View and even the newer areas West of Bermuda Road that drain onto Dallas Road - with the recently completed extension of Reata Road - are all beneficiaries to this promised retail sector. Not to mention us homeowners who bought-in to the master plan of Badger Mountain South having retail options within walking distance.

Growth is good but please assure that The City and The Developers don't loose sight of the bigger promised picture, and get some activity going on developing the 40 retail lots.

Thank You,
Josh Pfenning
4718 Corvina St.

ONeill, Shane

From: Agnes <astrasser579@gmail.com>
Sent: Thursday, January 18, 2018 12:22 PM
To: O'Neill, Shane
Subject: S-2017-105 West Vineyard Phase 2

Mr. O'Neill,

We are concerned about the proposed development of West Vineyard Phase 2 which will add traffic and safety concerns as the development grows and the population increases.

We're hoping that approval of S-2017-105 would include planning and funding for a left hand turn lane off Dallas Road onto Ava Way as a way to address some of the traffic safety issues.

Thank you,
Bill and Agnes Strasser

Sent from [Mail](#) for Windows 10

(S2017-105 – West Vineyard Phase 2)

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT
January 19, 2018**

APPLICANT: Nor Am Investments LLC

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 23.62 ACRES INTO 46 RESIDENTIAL LOTS, (WEST VINEYARD PHASE 2)

LOCATION: SOUTHEAST OF THE INTERSECTION OF BELLAVIEW AVENUE AND AVA WAY (WESTCLIFFE)

ENGINEER: AHBL

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

The Technical Advisory Committee conducted a review of the request and recommends that if the preliminary plat is approved, such approval be subject to the following conditions:

General Conditions:

1. Sheet C0.2 needs to identify the road section for Malbec Avenue.
2. All final plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, mylar and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
3. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
4. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.
5. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction, per RMC Chapter 12.08. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized

Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.

6. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
7. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
8. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
9. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"= 40'.
10. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
11. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
12. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. *Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer.* The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.
13. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

14. Public improvement design shall follow the following general format:
 - A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.
 - B. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - C. Storm sewer shall be aligned on the south and east side of street centerlines.

- D. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - E. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - F. Water lines shall be aligned on the south and east side of street centerlines.
 - G. Watermains larger than 8-inches in diameter shall be ductile iron.
 - H. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - I. All watermains outside areas zoned R1 shall be ductile iron.
 - J. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - K. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC or C900 PVC. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
 - L. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - M. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
 - N. The minimum centerline radius for local streets shall be 100-feet.
 - O. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - P. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - Q. A detailed grading plan shall be included in the submitted plan set.
 - R. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - S. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - T. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - U. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
 - V. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - W. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - X. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
 - Y. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
 - Z. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
15. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project

prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.

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

Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept. Temporary SEVA's shall be constructed with 2-inches of compacted gravel, at a minimum. Permanent SEVA's shall be paved with 2-inches of asphalt over 4-inches of gravel, at a minimum.

17. SURVEY MONUMENT DESTRUCTION:

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

- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).
- B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
- C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and file a permit with the DNR.

It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

18. The West Vineyard 2 Preliminary Plat is identified as generating 46 PM peak hour trips. The 46 PM peak hour trips shall count toward all other Master Agreement Exhibit, Section 5.1 improvements that are triggered by a specific number of traffic PM peak hour trips.

19. Trowbridge Blvd. shall be constructed to full width, including all frontage improvements, from Dallas Road to the roundabout at Ava Way concurrent with the phase that generates the 500th peak hour trip.
20. The extension of Ava Way from the plat of West Vineyards to the roundabout at the intersection with Trowbridge Blvd. shall be constructed full-width at the time of phase 1 construction.
21. A traffic signal shall be constructed at the Dallas Road/Trowbridge Blvd. intersection concurrent with the phase that generates the 600th PM peak-hour trip for the entire Badger Mountain South Development. This requirement is applied to enforce the provisions of the Badger Mountain South Master Agreement. The City is tracking the accumulation of approved trip generating projects according to the approval date of the development. The developer may achieve compliance with this condition either by completing the signal construction at the appropriate time, or by participation in a traffic impact fee program adopted by ordinance by the City Council at a future date.
22. The frontage of Ava Way, Trowbridge Blvd. Malbec Ave. and "Road C" shall be completed to City standards by the developer at the time that the phase which constructs the lots adjacent to each roadway is developed. The frontage improvements shall consist of curb, gutter, sidewalk, street lights & a storm drainage system. A ten-foot public utility easement along these roadways shall be provided on the face(s) of the final plat.
23. A note will be shown on the face of the final plat stating that Ava Way and Trowbridge Blvd. are both classified as collector streets. Subsequently, no driveways accessing single family lots will be allowed directly onto either.
24. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).
25. All mid-block pedestrian pathways need to be shown on both the pre-plat and construction plans and built to city standards. Said pathways shall be dedicated to the City of Richland at the time of final platting.
26. The vision-clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
27. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

28. This proposed preliminary plat is located primarily within both Tapteal 4 water pressure zone. The closest watermain capable of serving this property is located adjacent to but outside the pre-plat boundary. It shall be the responsibility of the developer to install the necessary offsite infrastructure and to extend a watermain to this property to serve domestic water prior to final plat acceptance.
29. Any grading operations that take place near to or over the top of an existing water main shall ensure that adequate cover remains over the water line so as to protect it from breakage and freezing. It

shall be the responsibility of the developer to re-install any water mains that have too little (or too much) cover over them as a result of his grading operations.

30. The fire hydrant layout shall be approved by the City Fire Marshal.
31. If any homes within this preliminary plat are required to install residential fire sprinkler systems, the sprinkler systems shall be flow-through type in compliance with the City's cross connection control program. A passive purge sprinkler system shall provide domestic water to both fire sprinklers and plumbing fixtures, and shall be a flow-through design connected to a domestic plumbing fixture, with anticipated regular use, near a remote portion of the loop. The system shall be compliant with the water utilities cross connection control program and without need of backflow prevention devices. Fire sprinkler plans are not required. An approved sprinkler system shall be installed in accordance with NFPA 13D and IRC P2904.1 and shall meet the Washington State licensing requirements for the installation of fire sprinkler systems found in RCW 18.270
32. Domestic water shall be extended to the adjoining properties adjacent to the plat, provided they are in the correct pressure zone.
33. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.

Sanitary Sewer:

34. The closest sanitary sewer available for this development is located offsite. It shall be the responsibility of the developer to install the necessary offsite infrastructure and to extend a sewer main to this property to serve sanitary sewer at the time of plat construction. A sanitary sewer collection system shall be constructed to City standard and accepted prior to final plat acceptance.
35. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
36. Sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Storm Water:

37. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
38. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.

39. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.
40. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.
41. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
42. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
43. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.
44. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
45. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.
46. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
47. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final

Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Final Platting Requirements:

48. All subsequent final plats for West Vineyard 2 shall note all lots within the plat are subject to payment of the City of Richland's park mitigation fee regulations and that park fees shall be paid in accordance with Richland Municipal Code Chapter 12.03.
49. Final plats submitted for West Vineyard Phase 2 shall provide a ten (10) foot-wide mid-block pedestrian pathway connecting Roads A & B, dedicated to the City.
50. Pursuant to LUDR Section 1.G(5) final plats shall note the allowable land uses (i.e. building types) for each lot.
51. Richland Energy Services requires a 10' utility easement on the lots adjacent to all public ROW's, in addition to the existing easements shown.
52. At the time of final platting a CMU/block wall shall be constructed along the north side of Trowbridge Avenue extending the full length of Trowbridge Avenue where adjacent to the respective plat.
53. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
54. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
55. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
56. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
57. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association.

58. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
59. A one-foot "No access / screening easement" will be required along the Ava Way, Trowbridge Blvd., Malbec Ave. and the "Road C" Rights-of-Way.
60. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
61. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
62. Any restricted parking areas shall be indicated on the final plats

Looking North



Looking East



Looking South



Looking West





January 16, 2018

Mr. Rick Simon
Development Services Manager
City of Richland
940 Northgate Drive
Richland, WA 99352

Civil Engineers

Structural Engineers

Landscape Architects

Community Planners

Land Surveyors

Neighbors

Project: Badger Mountain South – West Vineyard Phase 2, AHBL No. 2133022.10
Subject: REVISION to West Vineyard Phase 2 Preliminary Plat Application

Dear Mr. Simon:

We are requesting that the following revisions be made to the West Vineyard Phase 2 Preliminary Plat application, originally submitted on November 30, 2017.

1. Proposed construction and final plating will be conducted in phases.
2. Proposed screening walls to be a masonry block wall type, similar in height, color, and style to the existing wall constructed during West Village Phase 1 along Trowbridge Boulevard.

Thank you for your consideration of these items. If you have any questions, please call me at (509) 380-5883.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Sawin'.

Todd Sawin, PE, DBIA, LEEP AP
Principal

CS/lsk

c: Larry White, Nor Am Investment, LLC

Q:\2013\2133022\WORDPROC\Letters\20180116 Ltr (Prelim Plat Rev-W Vineyard Ph 2) 2133022.10.docx

TRI-CITIES

5804 Road 90

Suite H

Pasco, WA 99301

509.380.5883 TEL

www.ahbl.com



HEARING EXAMINER AGENDA ITEM COVERSHEET

Meeting Date: 01/25/2018

Agenda Category: New Business – Public Hearing

Prepared By: Rick Simon, Development Services Manager

Subject:

S2017-102 - Canyon Creek West Preliminary Plat - POSTPONED

Department:

Community & Development Services

Recommended Motion:

None.

Summary:

Kurk Watts has submitted an application for a preliminary plat approval to divide 2.87 acres into 10 single family residential lots on property located east of Leslie Road and west of Amon Basin, approximately 1/4 mile south of Columbia Park Trail.

The public hearing on this application has been postponed at the request of the applicant. A new notice will be provided in accordance with City public notification standards once a new hearing date has been determined.

Attachments: